

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
24-1004

SAP Number

Purchasing

Department Contract Representative Monica Centeno
Telephone Number 909-386-8046

Contractor Corodata Records Management, Inc. / Konica Minolta Business Solutions USA, Inc.

Contractor Representative Talin Massucci
Telephone Number 951-549-1697

Contract Term 10/22/2024 – 10/21/2031

Original Contract Amount _____

Amendment Amount _____

Total Contract Amount _____

Cost Center _____

Grant Number (if applicable) _____

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to have document storage services and document digitization services, and

WHEREAS, the County conducted a competitive process to find Corodata Records Management ("Corodata") and Konica Minolta Business Solutions U.S.A., Inc. ("Konica Minolta") (each a "Contractor") to provide these services through a three party agreement, and

WHEREAS, the County finds Corodata qualified to provide document storage services that provides physical and electronic document storage. The physical documents will be scanned and stored in all instances unless County department requests for data destruction (consistent with NIST SP 800-88); and

WHEREAS, the County also finds Konica Minolta qualified to provide document digitization services; and

WHEREAS, the County desires that such services be provided by Contractors and Contractors agree to perform these services as set forth below;

NOW, THEREFORE, the County and both Contractors mutually agree to the following terms and conditions:

A. DEFINITIONS

A.1 Advanced Encryption Standard (AES): Is a United States government-approved cryptographic

algorithm that is a symmetric block cipher that can encrypt and decrypt data. Its typical use is to protect and safeguard electronic data and/or information consistent with the Federal Information Processing Standard Publication (FIPS) 140-2, National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management - Part 1: General (Revision 3), and NIST Special Publication 800-57 Recommendation for Key Management - Part 2: Best Practices for Key Management Organization.

- A.2 Contiguous United States of America (CONTUS):** This is comprised of the 48 states and the District of Columbia, where there is no unbroken block of territory excluding Alaska and Hawaii.
- A.3 Dots per Inch (DPI):** The number of points (or pixels) that are rendered in one inch on the interface.
- A.4 Optical Character Recognition (OCR):** The electronic or mechanical conversion of images of typed, handwritten or printed text into machine-encoded text, whether from a scanned document, a photo of a document, a scene-photo or from subtitle text superimposed on an image.
- A.5: Electronic Records:** Text, graphics, data, audio, pictorial, or other information representation in digital form that is created, modified, maintained, archived, retrieved, or distributed by a computer system.
- A.6 Physical Records:** Departmental records that are in paper or other analog formats, such as audio tape or video tape.

B. CONTRACTOR RESPONSIBILITIES

- B.1** With respect to all services set forth in this Section B.1 and the related Statement of Work attached as Schedule A, the following terms shall apply:
 - (a) Contractor as used in this Section B.1 and the related Statement of Work shall only mean Corodata;
 - (b) Corodata shall be solely responsible for providing the Records Services and shall be solely liable for any claims, liability or obligations arising under this Contract related to such Records Services;
 - (c) Corodata shall invoice County for all Records Services and County shall submit payment to Corodata for such Records Services in accordance with this Contract;
 - (d) Corodata's and County's respective indemnifications rights and obligations related to any claims for indemnification related to Records Services shall be as set forth in Section G.1
 - (e) Corodata's aggregate liability for any and all claims under this Contract for Records Services shall be as set forth in Section G.12. County agrees that in no event shall Konica Minolta have any liability or obligations related to any claims in connection with the Records Services.

Contractor shall pickup and store documents based on the following requirements:

B.1.1 Contractor shall pickup and/or deliver County physical and electronic records and media to and from various County departments based on the established location list that is a living document of designated County contacts and County Facility addresses developed in collaboration between the County and the Contractor. No extra fee shall be imposed for scheduled pick-up and/or delivery services where there are multiple service points for different departments/divisions that are serviced at the same time and on the same floor as the originally scheduled service.

B.1.2 The Contractor shall accept and respond to record retrieval, delivery, pickup, and refiling requests from designated County contacts and at the scheduled dates and times. The Vendor shall deliver and pickup requested files or storage cartons from the requested County Facility during regular business hours of 8:00 am to 5:00 pm, Monday through Friday.

B.1.3 All records and containers shall be moved in such a manner as to prevent damage

to and loss of records.

B.1.4 Boxes shall be stacked so as to prevent crushing. County will only be charged for re-boxing if Contractor receives prior approval from County for re-boxing and provided that the box is either part of the initial intake of boxes or is a box that was most recently in the possession of County.

B.1.5 All records shall be available twenty-four (24) hours a day, seven (7) days a week, to authorized users during the transition period.

B.1.6 Contractor shall maintain a chain-of-custody log of all documents and media at all points in the journey from initial pick-up to delivery, while at the vendor's site, and until return to the County. This will include a barcode tracking system managed by the Contractor to identify the current location, status, and retrieval/refile information of all files and storage cartons received at the contractor's facility. The Contractor will provide a description of the process for using barcode technology or radio frequency identification ("RFID") technology to track retrieved, delivered, or picked up records.

B.1.7 Barcode tracking system shall include appropriate logs and receipts that detail the delivery and pickup of requested files and storage cartons for verification and audit purposes. The barcode tracking system shall provide an up-to-date status of the County's inventory within 24 hours of any change or activity.

B.1.8 Contractor shall ensure that all Contractor personnel with any access to County documents and media are located within the CONTUS and that documents and media are not transferred or accessed outside of the CONTUS.

B.1.9 Material shall be delivered to County's authorized representatives. County represents that its authorized representatives have full authority to order any service for or removal of the Material, and to deliver and receive such Materials. Such order may be given via telephone, electronically, fax, in writing or in person. Contractor shall not be liable to County for following the instructions of any person representing him or herself as an authorized representative. When service is requested, Contractor shall be given a reasonable time to carry out said instructions. In the event of a default by County, Contractor reserves the right to deny delivery of the Material until such time as County has cured such Event of Default under this Contract. County's authorized representatives shall have the right, at reasonable times and upon reasonable notice, to examine the Material.

B.2 With respect to all document digitization services set forth in this Section B.2 and the related Statement of Work attached as Schedule B, the following terms shall apply:

- (a) Contractor as used in this Section B.2 and the related Statement of Work and Scanning Supplement shall only mean Konica Minolta;
- (b) Konica Minolta shall be solely responsible for providing the Digital Services and shall be solely liable for any claims, liability or obligations arising under this Contract related to such Digital Services;
- (c) Konica Minolta shall invoice County for all Digital Services and County shall submit payment to Konica Minolta for such Digital Services in accordance with this Contract;
- (d) Konica Minolta's and County's respective indemnifications rights and obligations related to any claims for indemnification related to Digital Services shall be as set forth in Section G.1
- (e) Konica Minolta's aggregate liability for any and all claims under this Contract for Digital Services shall be as set forth in Section G.12. County agrees that in no event shall Corodata have any liability or obligations related to any claims in connection with the Digital Services.

Contractor shall provide the following Digital Services to County under this Contract:

- Paper Document Scanning - Prepare, Scan, and Index Paper Documents from Physical to

- Digital format;
- Microfilm and Microfiche Scanning - Convert Film and Fiche to Digital Format;
- Document Indexing - Provide categorization and labeling of images and documents with various metadata as required;
- OnBase - License and Host OnBase Software Subscription in the Cloud;
- Square 9 Global Search - License and Host GlobalSearch Software Subscription in the Cloud; and
- Professional Services - Consulting, Installation, Configuration and Training for Licensed Software products.
- Additional Services, as more particularly described in Schedule B hereto, are available and will be provided upon County's request pursuant to mutually agreed Statement of Work.

Contractor shall provide the Paper Document Scanning Services referenced above based on the following requirements:

B.2.1 Documents will be converted into JPEG, PDF, and Tiff Formats.

B.2.2 All digitized documents and media will be indexed by document title, document type, department, user privilege, and any other ad hoc metadata (i.e., indexes) chosen by the County.

B.2.3 Contractor shall provide an online portal accessible only to department authorized personnel. All documents and media must be indexed by department and searchable by County specified metadata. The online portal shall have security protocols that limits the viewing of documents based on each departments' ability to configure these permissions settings (i.e., user privilege).

B.2.4 Contractor shall be responsible for the transportation of the documents to be scanned and/or destroyed. Any data approved to be destroyed must adhere to the NIST Special Publication 800-88 (NIST SP 800-88) - Guidelines for Media Sanitization. This United States government document provides robust methodological guidance for erasing data from storage media (i.e., media sanitization). The objective is to ensure that any data found on storage media is irretrievable.

B.2.5 All digitized documents and media must be stored using AES data encryption with a cipher strength of 256-bits, at the minimum. Document data will only be stored in data center locations located in the CONTUS.

B.2.6 All digitized documents and media will be encrypted during transmission using Transport Layer Security (TLS) 1.2, at the minimum. TLS 1.2 or higher is compliant with FIPS 140-2.

B.2.7 An automatic log that track all creation, access, and deletion of digitized documents and media by vendor and County personnel through the portal.

B.2.8 Every contractor and County user will have a unique user ID with a complex password. Two-factor authentication is preferred.

B.3 Reporting Requirements:

B.3.1 Contractor (Corodata) shall provide quarterly reports detailing information on the County's account including, but not limited to, summary totals of its utilized storage space; summary totals of all cartons in storage; listings of all cartons added or removed during the previous quarter; listings of all files or cartons retrieved, delivered, picked up, and refilled during the previous quarter; and listings of any files or cartons destroyed (i.e., consistent

with (NIST SP 800-88)) during the previous quarter.

B.3.2 Contractor (Konica Minolta) shall provide quarterly reports detailing information on the County's account including, but not limited to, summary totals of the amount of data stored in the hosted portal and summary data about the quantity of images or documents added during the previous quarter.

B.4 Performance Requirements:

B.4.1 Contractor (Corodata) shall provide a climate-controlled storage facility.

B.4.2 Contractor (Konica Minolta) shall provide all Digital Services in a timely, professional and workmanlike manner in accordance with generally applicable industry standards and in material compliance with the Statement of Work.

B.5.2 Contractor's (Corodata's) storage facility must have a 24-hour security system, including intrusion protection and fire detection systems, monitored from outside of the facility(ies). A detailed description of these systems shall be provided to the County.

C. GENERAL CONTRACT REQUIREMENTS (The term "Contractor" as used in this Section C shall mean both Corodata and Konica Minolta unless otherwise noted.)

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must,

at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C. 9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Rule and Security Rule specify requirements with respect to contracts between a Covered Entity and its Business Associates. Contractor shall execute and comply with the attached Business Associate Agreement (Attachment A). Contractor further agrees to comply with the requirements of other federal and state law that applies to the information collected and maintained by Contractor for Services performed pursuant to Contract.

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The Interim Purchasing Director Pete Mendoza or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C. 14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontracts is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV—Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.29 Participation Clause

The County desires that Municipalities, School Districts, and other Tax Districts within the San Bernardino County requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

C.29.1 Such governmental body does not have and will not have in force any other contract for like purchases.

C.29.2 Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

C.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.36 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section

G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- 36.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 36.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 36.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C. 37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.38 Termination for Convenience

The County reserves the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination and County will remain liable to Contractor for payment for all services provided by Contractor in connection with an orderly transition of services following any termination hereunder. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency

and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

C.45 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

C.46 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.47 California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

C.48 C.48 Campaign Contribution Disclosure (SB1439)

Contractor has disclosed to the County using Attachment C - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of

Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

D. TERM OF CONTRACT

This Contract is effective as of _____, 2024 and expires August 31, 2030 but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for three (3) additional one-year periods by mutual agreement of the parties. Following any termination or expiration of this Contract, County will remain liable to Contractor for payment for all services provided by Contractor in connection with an orderly transition of services following any termination or expiration hereunder.

E. COUNTY RESPONSIBILITIES

- E.1 Meet with Contractor to go over the procedure for handling County records and clarify specific record information for use within the inventory tracking system.
- E.2 Request a current electronic inventory update from former vendor.
- E.3 Provide Contractor with listing of department contacts and assist with coordination of transition meeting(s).
- E.4 Assist in the coordination of transition of records from former vendor to Contractor.
- E.5 Each County department utilizing this Contract shall provide Contractor with the names of employees authorized to place work orders requiring pick-up, retrievals, re-files, and destruction of records.
- E.6 The County shall provide the Contractor, in a timely manner, file and/or documentation, such as picking distribution and inventory lists, in correct sequence in order for Contractor to process media in a timely manner.
- E.7 The County shall not store any material that is highly flammable, explosive, toxic, or otherwise dangerous or unsafe to store or handle, or any material which is regulated under any federal or state law or regulation relating to environmental or hazardous materials.
- E.8 The County shall not store negotiable instruments, jewelry, check stock or other items that have intrinsic value.
- E.9 Compensate Contractor in accordance with the fiscal provisions of this Contract.

F. FISCAL PROVISIONS

- F.1 The consideration to be paid to Contractor, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem. Fees for all services provided shall be pursuant to the Price Sheet (Attachment B), attached hereto and fully incorporated herein. County shall pay all invoices hereunder within forty five (45) calendar days for the date of such invoice.
- F.2 Contractor shall submit one (1) invoice to each County department separately, within 10 days of the close of each month. Invoices shall list each division or work unit as stipulated by the department utilizing the services, and their monthly cost. There shall be no permanent withdrawal fee(s) imposed against the County.
- F.3 Contractor shall accept all payments from County via electronic funds transfer (EFT) directly

deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

- F.4 County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.5 Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.6 Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F.7 Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

Subject to Section B.1 and B2, Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or services. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify Contractor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Contractor of its obligations only if and to the extent that such delay or failure materially prejudices Consultant's ability to defend such lawsuit or claim. County will give Contractor sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the goods or services that are the subject of the claim. In the event that Contractor fails to or elects not to defend County against any claim for which County is entitled to indemnity by Contractor, then Contractor shall reimburse County for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Contractor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Contractor's account at any time; and County, at its sole discretion, may settle the claim or suit.

If, in Contractor's opinion, any goods or services become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Contractor may, at its option: (i) procure for County the right to continue using the goods or receiving the services; (ii) replace or modify the goods or services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Contractor,

County shall cease use of the goods or services upon written notice from Contractor, and Contractor shall provide County with a pro-rata refund of the unearned fees paid by County to Contractor for such goods or services.

Subject to Sections B.1 and B.2, The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract related to personal injury or tangible personal property loss or damage caused solely by Contractor except where such indemnification is prohibited by law. This indemnification provision shall be diminished to the extent of the existence or degree of fault of indemnities.

Unless caused solely by the gross negligence or intentional misconduct of Contractor, County agrees to fully indemnify, defend and hold harmless Contractor, its officers, employees, subcontractors, agents and assigns for any liability, cost or expense, including reasonable attorney's fees and costs, that Contractor its officers, employees, subcontractors, agents and assigns may incur as a result of any claims, demands, suits, costs or judgments against it: (a) related to personal injury or tangible personal property loss or damage caused solely by County; or (b) arising out of the material stored or serviced by Contractor hereunder.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

- G.11** The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers'

Compensation insurance.

G.11.2 Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

G.11.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G.11.5 Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

G.11.6 Cyber Liability Insurance – Cyber Liability Insurance with limits of no less than

\$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

G.11.7 If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

G.12 DEFINITION AND LIMITATION OF LIABILITY (Subject to Sections B.1 and B.2 above)

G.12.1 Contractor shall not be liable to County or any other third party for any loss, damage or destruction to material stored, scanned, processed or serviced hereunder (“Material”) or unauthorized access, acquisition, use, or disclosure, however caused, unless such loss,

damage, destruction or unauthorized access resulted from the failure by Contractor to exercise such care in regard thereto as a reasonably careful person would exercise in like circumstances. Contractor is not an escrow or fiduciary of the Material or to the County or any third party.

- G.12.2** Contractor's aggregate liability, if any, (a) for any and all claims related to Material shall not exceed \$2.00 per unit of billed storage as set forth in the Schedule of Rates ("Unit of Storage"), which amount County declares to be the value of the total loss to County in the event of any such loss, damage, unauthorized access, acquisition, use, disclosure or destruction of Material, unless County declares an excess valuation and pays an additional monthly charge at an amount provided by Contractor for said excess valuation, in which case, Contractor's liability shall be limited to the amount of the excess valuation per Unit of Storage; and (b) for all other claims, including Records Services, Digital Services, and Hosting Solutions, shall not exceed the fees paid by County related to the services that are the subject of the claim during the twelve (12) months prior to the claim. Such limitations of liability shall apply regardless of the nature of the claim. Contractor shall not be charged with any knowledge of the content of the Material even if Contractor learned or obtained knowledge of the contents.
- G.12.3** Contractor shall not be liable for any special, indirect, incidental, punitive, consequential or similar types of damages, including, without limitation, lost profits, loss of use, notification to third parties under federal, state and/or municipal law, regulation or ordinance, and/or reconstruction, repair, replacement or restoration, regardless of the form of the claim and regardless of whether any such damages were disclosed in advance or foreseeable.
- G.12.4** Material is not insured by Contractor against loss or injury, however caused. County is advised to insure the Material with its own insurance carrier, to evaluate such policies including, without limitation, data privacy and liability policies, and confirm they contain terms satisfactory to County to cover the risks associated with this Contract and to schedule Material and Contractor location(s) in its own insurance policies at declared values. County shall cause its insurers to waive any right of subrogation against Contractor.
- G.12.5** County understands and acknowledges that normal deterioration and aging of all Material occurs with time.
- G.12.6** All claims for loss, damage or liability by County against Contractor, its officers, employees, subcontractors, agents and assigns must be presented in writing to Contractor within a reasonable time and in no event longer than sixty (60) days after County has knowledge of the circumstances giving rise to these claims.
- G.12.7** Contractor shall not be liable to County pursuant to this Contract, unless (a) timely written notice of the claim has been given as provided in the preceding subsection, and (b) unless legal proceedings are commenced for the claim either within the shorter of (i) nine months after date of delivery or return by Contractor of the Material by Contractor to County, or (ii) nine (9) months after County has knowledge of the circumstances giving rise to the claim.
- G.12.8** All limitations of liability in this Section G.12 apply to the entire Contract (including all Attachments and Exhibits) and relationship between Contractor and County, regardless of whether any action is brought in tort, contract or otherwise.

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

H.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

I.2 In the event Contractor fails to cure such breach within thirty (30) days of notice thereof, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Purchasing Department
Pete Mendoza, Interim Purchasing Director
777 E Rialto Avenue
San Bernardino, CA 92415-0760

Corodata Records Management, Inc
Thom Morrison,
Director of Finance
12375 Kerran Street
Poway, CA 92064

Konica Minolta Business Solutions
U.S.A., Inc.
Attn: Michael Thomas
Sales Director, IIM SLED
100 Williams Drive
Ramsey, NJ 07446

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as

provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

▶ *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: OCT 22 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Lynna Monell*
Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County
Deputy



Corodata Records Management, Inc

(Print or type name of corporation, company, contractor, etc.)
By *Kent W. Steiner*
(Authorized signature - sign in blue ink)

Name KENNETH STEINER
(Print or type name of person signing contract)

Title VP/CM
(Print or Type)

Dated: 10/11/24

Address 2621 Research Drive Corona, CA 92882

Konica Minolta Business Solutions USA, Inc.

(Print or type name of corporation, company, contractor, etc.)
By *Sam Errigo*
SF 2000 09/18/1840
(Authorized signature - sign in blue ink)

Name Sam Errigo
(Print or type name of person signing contract)

Title CEO

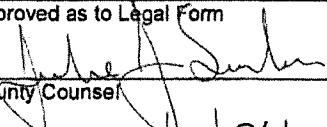
V.L.

(Print or Type)

Dated: 10/10/2024

Address 100 Williams Drive, Ramsey, NJ 07446

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
▶ 	▶	▶
County Counsel		
Date <u>10/11/24</u>	Date _____	Date _____



ATTACHMENT A

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) supplements and is made a part of the contract (Contract) by and between the San Bernardino County Purchasing Department (hereinafter Covered Entity) and Corodata Records Management, Inc (hereinafter Business Associate). This Agreement is effective as of the effective date of the Contract.

RECITALS

WHEREAS, Covered Entity (CE) wishes to disclose certain information to Business Associate (BA) pursuant to the terms of the Contract, which may include Protected Health Information (PHI); and

WHEREAS, CE and BA intend to protect the privacy and provide for the security of the PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act), their implementing regulations, and other applicable laws; and

WHEREAS, The Privacy Rule and the Security Rule require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314, subdivision (a), 164.502, subdivision (e), and 164.504, subdivision (e) of the Code of Federal Regulations (C.F.R.) and contained in this Agreement; and

WHEREAS, Pursuant to HIPAA and the HITECH Act, BA shall fulfill the responsibilities of this Agreement by being in compliance with the applicable provisions of the HIPAA Standards for Privacy of PHI set forth at 45 C.F.R. sections 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), 164.316 (Policies and Procedures and Documentation Requirements), and, 164.400, et seq. and 42 United States Code (U.S.C.) section 17932 (Breach Notification Rule), in the same manner as they apply to a CE under HIPAA;

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

A. Definitions

Unless otherwise specified herein, capitalized terms used in this Agreement shall have the same meanings as given in the Privacy Rule, the Security Rule, the Breach Notification Rule, and HITECH Act, as and when amended from time to time.

1. Breach shall have the same meaning given to such term under the HIPAA Regulations [45 C.F.R. §164.402] and the HITECH Act [42 U.S.C. §§17921 et seq.], and as further described in California Civil Code section 1798.82.
2. Business Associate (BA) shall have the same meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 U.S.C. section 17921 and 45 C.F.R. section 160.103.
3. Covered Entity (CE) shall have the same meaning given to such term as under the Privacy Rule and Security Rule, including, but not limited to 45 C.F.R. section 160.103.
4. Designated Record Set shall have the same meaning given to such term under 45 C.F.R. section 164.501.
5. Electronic Protected Health Information (ePHI) means PHI that is maintained in or transmitted by electronic media as defined in the Security Rule, 45 C.F.R. section 164.103.
6. Individual shall have the same meaning given to such term under 45 C.F.R. section 160.103.

7. Privacy Rule means the regulations promulgated under HIPAA by the United States Department of Health and Human Services (HHS) to protect the privacy of Protected Health Information, including, but not limited to, 45 C.F.R. Parts 160 and 164, subparts A and E.
8. Protected Health Information (PHI) shall have the same meaning given to such term under 45 C.F.R. section 160.103, limited to the information received from, or created or received by Business Associate from or on behalf of, CE.
9. Security Rule means the regulations promulgated under HIPAA by HHS to protect the security of ePHI, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, subparts A and C.
10. Unsecured PHI shall have the same meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act, including, but not limited to 42 U.S.C. section 17932, subdivision (h).

B. Obligations and Activities of BA

1. Permitted Uses and Disclosures

BA may disclose PHI: (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) for purposes of Treatment, Payment and Operations (TPO); (iv) as required by law; or (v) for Data Aggregation purposes for the Health Care Operations of CE. Prior to making any other disclosures, BA must obtain a written authorization from the Individual.

If BA discloses PHI to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach. [42 U.S.C. section 17932; 45 C.F.R. sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)]

2. Prohibited Uses and Disclosures

- i. BA shall not use, access or further disclose PHI other than as permitted or required by this Agreement and as specified in the attached Contract or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. BA shall disclose to its employees, subcontractors, agents, or other third parties, and request from CE, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.
- ii. BA shall not use or disclose PHI for fundraising or marketing purposes.
- iii. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. (42 U.S.C. section 17935(a) and 45 C.F.R. section 164.522(a)(1)(i)(A).)
- iv. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted by the HITECH Act (42 U.S.C. section 17935(d)(2); and 45 C.F.R. section 164.508); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to this Agreement.

3. Appropriate Safeguards

- i. BA shall implement appropriate safeguards to prevent the unauthorized use or disclosure of PHI, including, but not limited to, administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI BA creates, receives, maintains, or transmits on behalf of the CE, in accordance with 45 C.F.R. sections 164.308, 164.310, 164.312 and 164.316. [45 C.F.R. sections 164.504(e)(2)(ii)(b) and 164.308(b).]
- ii. In accordance with 45 C.F.R. section 164.316, BA shall maintain reasonable and appropriate written policies and procedures for its privacy and security program in order to comply with the

standards, implementation specifications, or any other requirements of the Privacy Rule and applicable provisions of the Security Rule.

- iii. BA shall provide appropriate training for its workforce on the requirements of the Privacy Rule and Security Rule as those regulations affect the proper handling, use confidentiality and disclosure of the CE's PHI.

Such training will include specific guidance relating to sanctions against workforce members who fail to comply with privacy and security policies and procedures and the obligations of the BA under this Agreement.

4. Subcontractors

BA shall enter into written agreements with agents and subcontractors to whom BA provides CE's PHI that impose the same restrictions and conditions on such agents and subcontractors that apply to BA with respect to such PHI, and that require compliance with all appropriate safeguards as found in this Agreement.

5. Reporting of Improper Access, Use or Disclosure or Breach

Every suspected and actual Breach shall be reported immediately, but no later than one (1) business day upon discovery, to CE's Office of Compliance, consistent with the regulations under HITECH Act. Upon discovery of a Breach or suspected Breach, BA shall complete the following actions:

- i. Provide CE's Office of Compliance with the following information to include but not limited to:
 - a) Date the Breach or suspected Breach occurred;
 - b) Date the Breach or suspected Breach was discovered;
 - c) Number of staff, employees, subcontractors, agents or other third parties and the names and titles of each person allegedly involved;
 - d) Number of potentially affected Individual(s) with contact information; and
 - e) Description of how the Breach or suspected Breach allegedly occurred.
- ii. Conduct and document a risk assessment by investigating without unreasonable delay and in no case later than five (5) calendar days of discovery of the Breach or suspected Breach to determine the following:
 - a) The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;
 - b) The unauthorized person who had access to the PHI;
 - c) Whether the PHI was actually acquired or viewed; and
 - d) The extent to which the risk to PHI has been mitigated.
- iii. Provide a completed risk assessment and investigation documentation to CE's Office of Compliance within ten (10) calendar days of discovery of the Breach or suspected Breach with a determination as to whether a Breach has occurred. At the discretion of CE, additional information may be requested.
 - a) If BA and CE agree that a Breach has not occurred, notification to Individual(s) is not required.
 - b) If a Breach has occurred, notification to the Individual(s) is required and BA must provide CE with affected Individual(s) name and contact information so that CE can provide notification.
- iv. Make available to CE and governing State and Federal agencies in a time and manner designated by CE or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a Breach or suspected Breach for the purposes of audit or should the CE reserve the right to conduct its own investigation and analysis.

6. Access to PHI

To the extent BA maintains a Designated Record Set on behalf of CE, BA shall make PHI maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and

copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule. If BA maintains ePHI, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act. If BA receives a request from an Individual for access to PHI, BA shall immediately forward such request to CE.

7. Amendment of PHI

If BA maintains a Designated Record Set on behalf of the CE, BA shall make any amendment(s) to PHI in a Designated Record Set that the CE directs or agrees to, pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. section 164.526, in the time and manner designated by the CE.

8. Access to Records

BA shall make internal practices, books, and records, including policies and procedures, relating to the use, access and disclosure of PHI received from, or created or received by BA on behalf of, CE available to the Secretary of HHS, in a time and manner designated by the Secretary, for purposes of the Secretary determining CE's compliance with the Privacy Rule and Security Rule and patient confidentiality regulations. Any documentation provided to the Secretary shall also be provided to the CE upon request.

9. Accounting for Disclosures

BA, its agents and subcontractors shall document disclosures of PHI and information related to such disclosures as required by HIPAA. This requirement does not apply to disclosures made for purposes of TPO. BA shall provide an accounting of disclosures to CE or an Individual, in the time and manner designated by the CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure.

10. Termination

CE may immediately terminate this agreement, and any related agreements, if CE determines that BA has breached a material term of this agreement. CE may, at its sole discretion, provide BA an opportunity to cure the breach or end the violation within the time specified by the CE.

11. Return of PHI

Upon termination of this Agreement, BA shall return all PHI required to be retained by the BA or its subcontractors, employees or agents on behalf of the CE. In the event the BA determines that returning the PHI is not feasible, the BA shall provide the CE with written notification of the conditions that make return not feasible. Additionally, the BA must follow established policies and procedures to ensure PHI is safeguarded and disposed of adequately in accordance with 45 C.F.R. section 164.310, and must submit to the CE a certification of destruction of PHI. For destruction of ePHI, the National Institute of Standards and Technology (NIST) guidelines must be followed. BA further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to any PHI retained by BA or its subcontractors, employees or agents after the termination of this Agreement, and to limit any further use, access or disclosures.

12. Breach by the CE

Pursuant to 42 U.S.C. section 17934, subdivision (b), if the BA is aware of any activity or practice by the CE that constitutes a material Breach or violation of the CE's obligations under this Agreement, the BA must take reasonable steps to address the Breach and/or end eliminate the continued violation, if the BA has the capability of mitigating said violation. If the BA is unsuccessful in eliminating the violation and the CE continues with non-compliant activity, the BA must terminate the Agreement (if feasible) and report the violation to the Secretary of HHS.

13. Mitigation

BA shall have procedures in place to mitigate, to the extent practicable, any harmful effect that is known to BA of a use, access or disclosure of PHI by BA, its agents or subcontractors in violation of the requirements of this Agreement.

14. Costs Associated to Breach

BA shall be responsible for reasonable costs associated with a Breach caused by BA. Costs shall be based upon the required notification type as deemed appropriate and necessary by the CE and shall not be reimbursable under the Agreement at any time. CE shall determine the method to invoice the BA for said costs. Costs shall incur at the current rates and may include, but are not limited to the following:

- Postage;
- Alternative means of notice;
- Media notification; and
- Credit monitoring services.

15. Direct Liability

BA may be held directly liable under HIPAA for impermissible uses and disclosures of PHI; failure to provide breach notification to CE; failure to provide access to a copy of ePHI to CE or individual; failure to disclose PHI to the Secretary of HHS when investigating BA's compliance with HIPAA; failure to provide an accounting of disclosures; and, failure to enter into a business associate agreement with subcontractors.

16. Indemnification

BA agrees to indemnify, defend and hold harmless CE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, penalties, injuries, costs and expenses (including costs for reasonable attorney fees) that are caused by or result from the acts or omissions of BA, its officers, employees, agents and subcontractors, with respect to the use, access, maintenance or disclosure of CE's PHI, including without limitation, any Breach of PHI or any expenses incurred by CE in providing required Breach notifications.

17. Judicial or Administrative Proceedings

CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws or (ii) a finding or stipulation is made in any administrative or civil proceeding in which the BA has been joined that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws.

18. Insurance

In addition to any general and/or professional liability insurance coverage required of BA under the Contract for services, BA shall provide appropriate liability insurance coverage during the term of this Agreement to cover any and all claims, causes of action, and demands whatsoever made for loss, damage, or injury to any person arising from the breach of the security, privacy, or confidentiality obligations of BA, its agents or employees, under this Agreement and under HIPAA 45 C.F.R. Parts 160 and 164, Subparts A and E.

19. Assistance in Litigation or Administrative Proceedings

BA shall make itself, and any subcontractors, employees, or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers, or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

C. Obligations of CE

1. CE shall notify BA of any of the following, to the extent that such may affect BA's use, access, maintenance or disclosure of PHI:
 - i. Any limitation(s) in CE's notice of privacy practices in accordance with 45 C.F.R. section 164.520.
 - ii. Any changes in, or revocation of, permission by an individual to use, access or disclose PHI.
 - iii. Any restriction to the use, access or disclosure of PHI that CE has agreed to in accordance with 45 C.F.R. section 164.522.

D. General Provisions

1. Remedies

BA agrees that CE shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which CE may have at law or in equity in the event of an unauthorized use, access or disclosure of PHI by BA or any agent or subcontractor of BA that received PHI from BA.

2. Ownership

The PHI shall be and remain the property of the CE. BA agrees that it acquires no title or rights to the PHI.

3. Regulatory References

A reference in this Agreement to a section in the Privacy Rule and Security Rule and patient confidentiality regulations means the section as in effect or as amended.

4. No Third-Party Beneficiaries

Nothing express or implied in the Contract or this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

5. Amendment

The parties acknowledge that state and federal laws related to privacy and security of PHI are rapidly evolving and that amendment of the Contract or this Agreement may be required to ensure compliance with such developments. The parties shall negotiate in good faith to amend this Agreement when and as necessary to comply with applicable laws. If either party does not agree to so amend this Agreement within 30 days after receiving a request for amendment from the other, either party may terminate the Agreement upon written notice. To the extent an amendment to this Agreement is required by law and this Agreement has not been so amended to comply with the applicable law in a timely manner, the amendment required by law shall be deemed to be incorporated into this Agreement automatically and without further action required by either of the parties. Subject to the foregoing, this Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed and agreed to by BA and CE.

6. Interpretation

Any ambiguity in this Agreement shall be resolved to permit CE to comply with the Privacy and Security Rules, the HITECH Act, and all applicable patient confidentiality regulations. Notwithstanding anything in this Agreement to the contrary, Contractor's aggregate liability for any and all claims or obligations under this Agreement will be subject to the terms of the Contract.

7. Compliance with State Law

In addition to HIPAA and all applicable HIPAA Regulations, BA acknowledges that BA and CE may have confidentiality and privacy obligations under State law, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq. ("CMIA")). If any provisions of this Agreement or HIPAA Regulations or the HITECH Act conflict with CMIA or any other California State law regarding the degree of protection provided for PHI and patient medical records, then BA shall comply with the more restrictive requirements.

8. Survival

The respective rights and obligations and rights of CE and BA relating to protecting the confidentiality of a patient's PHI shall survive the termination of the Contract or this Agreement.

ATTACHMENT B

BUSINESS ASSOCIATE ADDENDUM FOR CLOUD SERVICES Software as a Service (SaaS)

This Business Associate Addendum for Cloud Services is entered into by and between the San Bernardino County (County) and Business Associate (Contractor) for the purposes of establishing terms and conditions applicable to the provision of services by Business Associate to the County involving the use of hosted cloud computing services. County and Business Associate agree that the following terms and conditions will apply to the services provided under this addendum and the associated Business Associate Agreement as applicable.

1. DEFINITIONS:

- a) **"Software as a Service (SaaS)"** - The capability provided to the consumer is to use applications made available by the provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser or application. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
- b) **"Data"** - means any information, formulae, algorithms, or other content that the County, the County's employees, agents and end users upload, create or modify using the SaaS pursuant to this Contract. Data also includes user identification information, Protected Health Information (as defined by the Health Insurance Portability and Accountability Act (HIPAA)) and metadata which may contain Data or from which the Data may be ascertainable.
- c) **"Data Breach"** - means any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.

2. SaaS AVAILABILITY: Unless otherwise stated in the Statement of Work (SOW),

- a) The SaaS shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the County shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the SOW.
- c) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the County may terminate the contract for material breach.
- d) Contractor shall provide advance written notice to the County in the manner set forth in the SOW of any major upgrades or changes that will affect the SaaS availability.

3. DATA AVAILABILITY: Unless otherwise stated in the SOW,

- a) The Data shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the County shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the SOW if the County is unable to access the Data as a result of:
 - 1) Acts or omissions of Contractor;
 - 2) Acts or omissions of third parties working on behalf of Contractor;
 - 3) Network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Contractor's server, to the extent such attack would have been prevented by Contractor taking reasonable industry standard precautions;
 - 4) Power outages or other telecommunications or Internet failures, to the extent such outages were within Contractor's direct or express control.
- c) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the County may terminate the contract for material breach.

4. DATA SECURITY:

- a) In addition to the provisions set forth in the Business Associate Agreement, Contractor shall certify to the County:
 - 1) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract;
 - 2) Compliance with the following:
 - i. The California Information Practices Act (Civil Code Sections 1798 et seq.);
 - ii. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) 16 Service Organization Control (SOC) 2 Type II audit. Audit results and Contractor's plan to correct any negative findings shall be made available to the County within thirty (30) business days of Contractor's receipt of such results.
- b) Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Addendum to secure such Data from Data Breach, protect the Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the County's access to its Data.
- c) Contractor shall allow the County reasonable access to SaaS security logs, latency statistics, and other related SaaS security data that affect this Addendum and the County's Data, at no cost to the County.
- d) Contractor assumes responsibility for the security and confidentiality of the Data under its control.
- e) No Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of SaaS during the Addendum period without prior written notice to and written approval by the County.
- f) Contractor shall provide access to Data only to those employees, contractors and subcontractors who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor will ensure that, prior to being granted access to Data, staff who perform work under this agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Addendum and the associated Business Associate Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

5. ENCRYPTION: Contractor warrants that all Data will be encrypted in transmission (including via web interface) using Transport Layer Security (TLS) version 1.2 or equivalent and in storage at a level equivalent to or stronger than Advanced Encryption Standard (AES) 128-bit level encryption.

6. DATA LOCATION: All Data will be stored on servers located solely within the Continental United States.

7. RIGHTS TO DATA: The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the County, and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

8. TRANSITION PERIOD:

- a) For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Contractor shall assist the County in extracting and/or transitioning all Data in the format determined by the County ("Transition Period").
- b) The Transition Period may be modified in the SOW or as agreed upon in writing by the parties in a contract amendment.
- c) During the Transition Period, SaaS and Data access shall continue to be made available to the County without alteration.

- d) Contractor agrees to compensate the County for damages or losses the County incurs as a result of Contractor's failure to comply with this section.
- e) Unless otherwise stated in the SOW, the Contractor shall permanently destroy or render inaccessible any portion of the Data in Contractor's and/or subcontractor's possession or control following the expiration of all obligations in this section. Within thirty (30) days, Contractor shall issue a written statement to the County confirming the destruction or inaccessibility of the County's Data.
- f) The County at its option, may purchase additional transition services as agreed upon in the SOW.

9. DISASTER RECOVERY/BUSINESS CONTINUITY: Unless otherwise stated in the Statement of Work,

- a) In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify the County by the fastest means available and also in writing. Contractor shall provide such notification within twenty-four (24) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contractor shall inform the County of:
 - 1) The scale and quantity of the Data loss;
 - 2) What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
 - 3) What corrective action Contractor has taken or will take to prevent future Data loss.
- b) If Contractor fails to respond immediately and remedy the failure, the County may exercise its options for assessing damages or other remedies.
- c) Contractor shall restore continuity of SaaS, restore Data, restore accessibility of Data, and repair SaaS as needed to meet the Data and SaaS Availability requirements under this Addendum. Failure to do so may result in the County exercising its options for assessing damages or other remedies.
- d) Contractor shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with the County. The County and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the County, its agents and law enforcement.

10. EXAMINATION AND AUDIT: Unless otherwise stated in the Statement of Work:

- a) Upon advance written request, Contractor agrees that the County or its designated representative shall have access to Contractor's SaaS operational documentation and records, including online inspections that relate to the security of the SaaS product purchased by the County.
- b) Contractor shall allow the County, its authorized agents, or a mutually acceptable third party to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
 - 1) Operating system/network vulnerability scans,
 - 2) Web application vulnerability scans,
 - 3) Database application vulnerability scans, and
 - 4) Any other scans to be performed by the County or representatives on behalf of the County.
- c) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, County-approved third party perform an information security audit. The audit results shall be shared with the County within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the County with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

11. DISCOVERY: Contractor shall promptly notify the County upon receipt of any requests which in any way might reasonably require access to the Data of the County or the County's use of the SaaS. Contractor shall notify the County by the fastest means available and also in writing, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying the County unless prohibited by law from providing such notification. Contractor agrees to provide its intended responses to the County with adequate time for the County to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the County unless authorized in writing to do so by the County.

13. INSURANCE REQUIREMENTS: Contractor shall, at its own expense, secure and maintain for the term of this contract, Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall cover breach response cost as well as any regulatory fines and penalties.

14. DATA SEPARATION: Data must be partitioned from other data in such a manner that access to it will not be impacted or forfeited due to e-discovery, search and seizure or other actions by third parties obtaining or attempting to obtain Service Provider's records, information or data for reasons or activities that are not directly related to Customer's business.

ATTACHMENT C

SERVICE LEVEL AGREEMENT (SLA)

between

San Bernardino

County

and

**Corodata Inc.
(Contractor)**

for

Document Storage Services

Purpose

The purpose of this Support Service Level Agreement (SLA) is to formalize an arrangement between San Bernardino County (hereinafter, the County) and the Contractor (hereinafter, the Contractor) to

This SLA is intended to provide details of the provision of equipment and maintenance services by the Contractor.

This SLA will evolve over time, with additional knowledge of the client requirements, as well as the introduction of new devices and services into the support portfolio provided by the Contractor.

Scope of Agreement

The following services are provided in response to the proposal submitted by the Contractor to the County in accordance with a Request for Proposals for the No. AGENCY22-PURC-4633.

Services and Requests Covered Under This Agreement

The following services are provided by the Contractor to the County:

CONTRACTORS RESPONSE TIME: Normal Contractor response time is expected to be within 24 hours of request. Up to 48 hours response time is expected for any special requests made.

DOCUMENT REMOVAL OR RELOCATION.

ONLINE PORTAL: The online portal meets ISO 27001 standards and has certain browser requirements, authorization methods and access protocols.

SCANNING TIMEFRAME: All scanning projects is expected to behave under normal contractor response time, with consideration for special requests. All Special Requests must processed within 48 hours.

DOCUMENT STORAGE REQUIREMENTS: Contractor shall provide a climate-controlled storage facility. The storage facility must have a 24-hour security system, barcode tracking system for appropriate logs. The Contractor will adhere to any and all other clauses from the Contractor Responsibility section of the contract.

DOCUMENT RETRIVAL TIME: Digital scans of documents is expected to be immediately available through online portal. Physical document retrieval requests are expected to behave under normal contractor response time, with consideration for special requests.

AFTER HOURS SUPPORT: All records shall be available twenty-four (24) hours a day, seven (7) days a week to authorized users. All requests for support for weekend hours shall be deemed to be After-Hours Support. After-Hours Support will be provided free-of-cha

AUTHORIZED USERS: Any appropriately cleared individual with reason and/or requirement to access files for performing or assisting in authorized functions.

TRANSITION PERIOD: The time from which the previous Supplier will transfer all physical files and access to all files to the Contractor. Contractor will pick up all files, taking proper care of files and store and will not encumber any expenses for this transition to the County.

Metrics Reporting

Regular reporting shall be provided annually by the Contractor to the County on available metrics as related to target performance. These reports shall be produced by the Contractor’s problem-ticket system, which will detail ticket management performance against SLA targets in the Contractor’s case management process.

Levels of Support

The following levels of support are provided under this Agreement. These levels, which are integrated into the Contractor’s support process, are defined as follows: *Standard Coverage* levels and *After-Hours Coverage* are inclusive within the Agreement with no further cost. *Extended Coverage* shall be available for Departments at a rate no more than \$150 per hour.

This is support provided by the appropriate Contractor help desk when it receives the Support Request from the County. This represents generalist support. If this level of support cannot resolve the problem, the Support Request is passed to the Contractor’s Level-2 supports, which is then passed to the support specialists.

Help Desks	Hours	Phone Contact
Standard Coverage	8:30 a.m. – 5:00 p.m., PST, Monday – Friday (After hours, leave a voice message for a return call the following business day.)	
Extended Coverage	Saturday and Sundays, and Contractor Holidays	



ATTACHMENT D

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Corodata Records Management, Inc.

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision:

Robert Schmitz

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

Robert Schmitz, Richard Schmitz, Thomas Schmitz

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Corodata Corporation	Parent

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If no, please skip Question No. 10.

Yes If yes, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.



1. Name of Contractor: Konica Minolta Business Solutions USA, Inc.

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision:
Sam Errigo

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

Konica Minolta Holding USA, Inc.

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Konica Minolta Holding USA, Inc.	Parent

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If no, please skip Question No. 10.

Yes If yes, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.



Certificate Of Completion

Envelope Id: 054B4A858943493084A0153FE18DEC46	Status: Completed
Subject: Complete with Docusign: CON-PUR-10-22-24-Document Storage and Digitization Services.pdf	
Source Envelope:	
Document Pages: 41	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Ronald Thompson
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	100 Williams Dr
	Ramsey, NJ 07446-2907
	Ron.Thompson@kmbs.konicaminolta.us
	IP Address: 47.19.51.200

Record Tracking

Status: Original	Holder: Ronald Thompson	Location: DocuSign
10/10/2024 6:44:01 PM	Ron.Thompson@kmbs.konicaminolta.us	

Signer Events

Sam Errigo
 SErrigo@kmbs.konicaminolta.us
 CEO
 Konica Minolta Business Solutions U.S.A., Inc.
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 5F286CD97B1B4B0
 Signature Adoption: Pre-selected Style
 Using IP Address: 165.225.216.178
 Signed using mobile

Timestamp

Sent: 10/10/2024 6:55:30 PM
 Viewed: 10/10/2024 7:06:41 PM
 Signed: 10/10/2024 7:06:51 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/10/2024 6:55:30 PM
Certified Delivered	Security Checked	10/10/2024 7:06:41 PM
Signing Complete	Security Checked	10/10/2024 7:06:51 PM
Completed	Security Checked	10/10/2024 7:06:51 PM
Payment Events	Status	Timestamps



SCHEDULE A

Rates

Storage

Minimum Storage Charge	\$50.00
Standard Record Storage Carton	0.20 /30 days
Check Carton	0.16 /30 days
X-Ray Carton	0.16 /30 days
Transercase (legal or letter)	0.55 /30 days
Plan Carton	0.35 /30 days
1 Cube Carton	0.50 /30 days
Pallet	30.00 /30 days
Climate Control Carton (1.2 cube)	5.00 /30 days
Corostuff Crate (Crate rental included) - Small	1.75 /30 days
Corostuff Crate (Crate rental included) - Medium	2.50 /30 days
Corostuff Crate (Crate rental included) - Large	3.25 /30 days
OddSize Cartons .50 per cube per 30/days	

Service

Retrieve File for Delivery	\$2.50 ea
Carton Added & Data Entry	\$1.10 ea
Filefolder Added	\$0.55 ea
Retrieve Carton for Delivery	\$2.25 ea
Search for Filefolder	\$3.00 ea
Dock Access	\$1.25 ea
Refile Carton	\$2.25 ea
Refile Filefolder	\$2.50 ea
Repack Carton (plus cost of new box)	\$3.30 ea
Permanent Removal (Retrieval not included)	\$0.00 ea
Standard Carton Destruction (Retrieval not included)	\$4.25 ea
Faxing (per page)	\$1.25 ea
Copying Service (per page)	\$0.50 ea
Special Project Labor Charge	\$42.00 per hour
Corostuff Crate Restocking & Cleaning	4.95 ea

Material

Record Storage Carton w/Lid	
Plan Carton (8x8x42)	\$2.50 ea
Cor-O-Seals (20 pack)	\$6.00 ea
	\$19.99 ea

Delivery

Pickup/Deliver Standard Carton	
Pickup/Deliver Non-Standard Carton	\$2.25 ea
Pickup/Delivery Filefolder	\$3.75 ea
Pickup/Deliver Over 90 Miles Roundtrip	\$0.95 ea
	\$1.25 Per mile (roundtrip)

Trip Charge

Trip Charge - Next Day	
Trip Charge - 4 Hour Rush	\$19.50 per visit
Rush Retrieval - 4 Hour	\$39.50 per visit
Rush Retrieval - 2 Hour	\$4.50 ea*
Trip Charge - 2 Hour Rush	\$4.50 ea*
Emergency Service	\$59.50 per visit
	\$250.00 per visit

Scanning and Digital Services

Digital Services including Corolink text notification, order

SCHEDULE B

KONICA MINOLTA PRICING

Source Documents Preparation and Restoration		(\$/hour)
Assessment of the quality of the source documents is mutually agreed upon by Contractor and Customer		
Excellent condition (defined as ~ 95% consistent weight, color, size; ~ 95% free of staple holes, creases, tears, etc.)		35.000
Medium range condition (defined as ~85% consistent weight, color, size; ~ 85% free of creases, staple holes, tears, etc.)		35.000
Low range condition (defined as a wide mix of weights, colors, sizes with abundant folds and creases, some tears, etc.)		35.000

Document Scanning						
				Black and White	Grayscale	Color
<i>Base Price quotes are amount per image, assumes 200 or 300 dpi</i>						
Paper Documents: (standard)						
	Letter Size			\$ 0.039	\$ 0.039	\$ 0.039
	Legal Size			\$ 0.039	\$ 0.039	\$ 0.039
	Smaller than 8.5 x 11			\$ 0.039	\$ 0.039	\$ 0.039
	Mix of above sizes			\$ 0.039	\$ 0.039	\$ 0.039
Paper Documents: (non-standard)						
	11" x 17" page			\$ 0.039	\$ 0.039	\$ 0.039
	17" x 22" size drawing			\$ 0.950	\$ 1.900	\$ 1.900
	22 x 34" size drawing			\$ 0.950	\$ 1.900	\$ 1.900
	34 x 44" size drawing			\$ 0.950	\$ 1.900	\$ 1.900
	Larger than 34" x 44" size			\$ 0.950	\$ 1.900	\$ 1.900
	Mixed sizes			\$ 0.950	\$ 1.900	\$ 1.900
Special Handling						
	Flat bed scanning			\$ 0.200	\$ 0.200	\$ 0.200
	Fragile document			\$ 0.200	\$ 0.200	\$ 0.200
Microfilm to digital						
	16 mm (non COM) - per roll, 100'			\$37.15	\$37.15	N/A
	16 mm (non COM) - per roll, 215'			\$68.60	\$68.60	N/A
	35 mm (non COM) - Per roll, 100'			\$37.15	\$37.15	N/A
	35 mm (non COM) - Per roll, 215'			\$68.60	\$68.60	N/A

Microfiche to digital (sheet - non COM)		\$1.79	\$1.79	N/A
Microfiche to digital (sheet - COM)		\$5.00	\$5.00	N/A
Aperture Card to digital		\$1.00	\$1.00	N/A

Indexing		
Single Entry	\$ 0.010	per keystroke
Double Key Entry (single operator)	\$ 0.015	per keystroke
Double Key Entry (separate operators)	\$ 0.018	per keystroke
Using Customer-provided barcoded forms	\$ 0.024	
Using barcoded separator sheets		
Agency prepares; inserts	\$ 0.010	
Contractor prepares; inserts	\$ 0.020	
Database Import (Per Database, One Time Cost)	\$ 40.000	
Zonal OCR (Optical Character Recognition)	\$ 0.027	Priced per data field
Full Document OCR (Optical Character Recognition)	\$ 0.005	Priced per image

Software Platform and Licensing Options				
Description	Pricing		UOM	Description
OnBase Enterprise Content Management - Cloud Hosted				
OnBase Essential Named User (Cloud Gold)	\$1,298.00	Cost per	user / year	This is an annual, per named user charge for cloud/SaaS licensing per OnBase deployment. Essential provides all of the essential content management capabilities, perfect for anyone interacting with content as part of their daily work.
OnBase Standard Named User (Cloud Gold)	\$1,761.00	Cost per	user / year	This is an annual, per named user charge for cloud/SaaS licensing per OnBase deployment. Standard provides everything in Essential, plus workflow and other process management capabilities.
OnBase Premier Named User (Cloud Gold)	\$2,247.00	Cost per	user / year	This is an annual, per named user charge for cloud/SaaS licensing per OnBase deployment. Premier provides everything in Standard, plus business applications and case management capabilities.
Prepaid Cloud Storage	\$3,000.00	Cost per	Terabyte (One-Time Upfront)	The system is configured with an initial 1 TB of Storage at the described annual storage fee and additional Storage can be added in 1 TB increments.
Technical Support & Upgrade Assurance	Included	Cost per	Cloud implementation	This is included in the monthly subscription and hosting charge
<p>Note: Additional OnBase "Occasional" Users can be purchased for users who only access the system 50 or 100 days per year. Pricing for Gold Hosting of these Occasional Users ranges between \$140 and \$1,200 per year and can be configured as part of a custom quote. All systems require 25 "Full Users" regardless of Occasional usage.</p>				
Square 9 GlobalSearch Cloud				

GlobalSearch Cloud Enterprise (5 Concurrent User Base Package)	\$540.00	Cost per	user per month	Pricing for up to 50 users is illustrated. The base package includes 100 GB of cloud storage. Additional volume discount applies for users beyond 50
GlobalSearch Cloud Enterprise (6 - 25 Users)	\$98.00	Cost per	user per month	
GlobalSearch Cloud Enterprise (26+ Users)	\$88.00	Cost per	user per month	
GlobalSearch Cloud Enterprise Storage (up to 250GB)	\$90.00	Cost per	month	
GlobalSearch Cloud Enterprise Storage (up to 1TB)	\$325.00	Cost per	month	
Technical Support & Upgrade Assurance	Included	Cost per	Cloud implementation	This is included in the monthly subscription and hosting charge

Additional Services				
Description	Pricing	UOM		Description
Digital to Microfilm 16mm 300DPI - same offering as the 16mm item on main pricing sheet for scanning	\$0.035	Cost per	Image	
Digital to Microfilm 35mm 300DPI - same offering as the 16mm item on main pricing sheet for scanning, but at 35mm guage film	\$0.450	Cost per	Image	
Digital to 16mm Roll Charge - roll charge in addition to the per image fees listed on the main pricing sheet for scanning	\$26.000	Cost per	Roll	
Digital to 35mm Roll Charge - roll charge in addition to the per image fees listed on the main pricing sheet for scanning	\$225.000	Cost per	Roll	
Bates Stamping / Imprint - Digital - sequential alpha/numeric impression on each digital image per project specification	\$0.009	Cost per	Image	
Bates Stamping / Imprint - Paper - sequential alpha/numeric impression on each physical page per project specification	\$0.017	Cost per	Page	
Insert Into Mylar Sleeve For Damaged Original Drawings - to protect torn / tattered drawings during scan process, a physical clear sleeve is inserted on the full edge of the physical drawing.	\$0.600	Cost per	Sheet	
Document Re-Prep / Restoration - Optional	\$28.000	Cost per	Hour	

Scan Operator Support - Optional in Lieu of per-image charges.	\$45.000	Cost per	Hour	
X-Ray Scanning	\$10.000	Cost per	X-Ray	X-Ray Scanning will include Recycling at no-additional cost.
Output Services - FTP or Hard Drive Upload and Creation	\$95.000	Cost per	Hour	Plus cost of media
Professional Services	\$225.000	Cost per	Hour	Professional Services includes discovery, documenting requirements, system/ui design, custom software engineering, software installation, software configuration and data services (import/export, ETL, EDI).
Custom Reports	\$225.000	Cost per	Hour	This is a reduced professional services rate that can be used for creating custom reports in SSRS based on agency needs.
Microfilm and Microfiche Conversion Additional Services				
HOSTING LICENSE - PER YR LICENSE 5 USERS	\$2,400.000	Cost per	Year	
HOSTING LICENSE - ADDITIONAL USERS	\$200.000	Cost per	Year	
HOSTING CONTENT - PER ROLL	\$4.000	Cost per	Year	
HOSTING CONTENT - PER FICHE	\$0.500	Cost per	Year	
HOSTING CONTENT - PER AP CARD	\$0.200	Cost per	Year	
PROJECT SETUP	\$1,000.000	Cost per	Instance	
MICROFICHE JACKET REPAIR	\$2.850	Cost per	Jacket	
MICROFILM REPAIR	\$78.000	Cost per	Roll	
MICROFILM/MICROFICHE DESTRUCTION	\$28.500	Cost per	Unit	
MICROFILM/MICROFICHE PACKING/TRANSPORATION	\$1.000	Cost per	Unit	

Hosting Solutions Statement of Work

This Hosted Solution Statement of Work (“Hosting SOW”) dated January 1, 2023 is made by and between Konica Minolta Business Solutions U.S.A., Inc., a New York corporation (“Konica Minolta”), and County of San Bernardino (“Client”, and together with Konica Minolta, the “Parties”, and individually, a “Party”). This Hosting SOW is issued in accordance with the Document Storage Services and Document Digitization Services Contract by and among the County of San Bernardino, Cordodata Records Management, Inc., and Konica Minolta Business Solutions U.S.A., Inc. (“Master Agreement”). In the event of any conflict between terms of this Hosting SOW and the Master Agreement, this Hosting SOW shall control but only with respect to the Hosting Services described herein.

1. Defined Terms. All capitalized terms used in this Hosting SOW shall have the meanings ascribed them in this Hosting SOW:

“Client Data” means any and all data and information of Client captured, stored or processed in any manner using the Hosted Solution.

“Documentation” means, in the case of the Software, the “Help Files” included in the Software which relate to the functional, operational or performance characteristics of the Software.

“Error” means any defect or condition inherent in the Software which causes the Software to fail to function in all material respects as described in the Documentation, and which is reported by Client in accordance with this Hosting SOW and confirmed by Konica Minolta.

“Error Correction Services” means the services described in Section 3.2 of this Hosting SOW.

“Host Vendor” means Hyland Software, Inc.

“Host Web Site” means the web site hosted by Konica Minolta as part of the Hosted Solution on a web server included in the Network, through which Client will access the Software and Client Data stored using the Software.

“Hosted Solution” means a Host Web Site, Network, Software, Third Party Software and Hosting Services provided, collectively, by Konica Minolta under this Hosting SOW.

“Hosted Solution Support” means Technical Support Services, Error Correction Services and the services described in Section 3.3 of this Hosting SOW.

“Hosting Services” means the Standard Hosting Services and any Optional Hosting Services included in the Hosted Solution.

“Network” means the computers and peripheral storage devices, switches, firewalls, routers and other network devices provided by Konica Minolta as part of the Hosted Solution.

“Optional Hosting Services” means optional services described in the Process Manual, which Host Vendor offers as Hosting Services, but which are not included in the Standard Hosting Services.

“Process Manual” means the latest version of the manual describing the Hosting Services, the Network and certain other components of the Hosted Solution, including the attestations, certification documents and assistance with compliance and security testing Host Vendor agrees to provide, based upon the Service Class selected by Client, as posted by Konica Minolta from time to time on a website designated by Konica Minolta. The Process Manual is attached hereto as Attachment 1.

“Service Class” means the service level commitment included as part of Standard Hosting Services, as described in the Service Class Manual, and purchased by Client as part of the Hosted Solution.

“Service Class Manual” means the latest version of the manual describing the Service Classes. The Service Class Manual is attached hereto as Attachment 2.

“Software” means Host Vendor’s proprietary software products included from time to time in the Hosted Solution, including third party software bundled by Host Vendor together with Host Vendor’s proprietary software products as a unified product.

“Standard Hosting Services” means the Hosting Services described in the Process Manual as being standard hosting services.

“Technical Support Services” means the services described in Section 3.1 of this Hosting SOW.

“Third Party Software” means all third party software products (other than third party software products bundled by Konica Minolta as a part of the Software) licensed by Konica Minolta and sublicensed through this Hosting SOW by Konica Minolta to Client as part of the Hosted Solution.

“User Testing Environment” means a separate instance of the Software and Third Party Software (including Client Data) hosted by Konica Minolta on the Network for Client, for use by Client solely with production data in a non-production environment for the limited purpose of functional and performance testing of the Software, environment and Third Party Software.

“User Testing Lite Environment” means a separate instance of the Software and Third Party Software (including Client Data) hosted by Konica Minolta on the Network for Client, for use by

Client solely with production data in a non-production environment for the limited purpose of functional testing of the Software, environment and Third Party Software.

2. Hosting Services.

2.1 Hosting. Konica Minolta, in conjunction with Host Vendor, will host the Hosted Solution, including providing to Client the Hosting Services which are part of the Hosted Solution, in the Host Vendor's Cloud subject to and in accordance with the terms of the Process Manual and Service Class Manual. The initial Service Class purchased by Client will be set forth in Client's initial purchase order. Client may upgrade the Service Class at any time, but may downgrade such Service Class only after the expiration of the Initial Term of this Hosting SOW. In the event Client elects to downgrade such Service Class, such downgrade will not be effective until the beginning of the next renewal of this Hosting SOW. To modify a Service Class selection, Client must submit a purchase order indicating the new Service Class.

2.2 Process Manual. Konica Minolta has delivered a current copy of the Process Manual to Client. Konica Minolta and Host Vendor will have the right to modify the Process Manual (including the right to issue an entirely restated Process Manual) from time to time. The modifications or the revised Process Manual will be effective thirty (30) days after Konica Minolta or Host Vendor provides written notice to Client informing Client of Konica Minolta's or Host Vendor's posting of such modifications or revisions on the website identified in such notice. If the changes to the Process Manual materially adversely affect the services provided to Client under the Process Manual, Client may terminate this Hosting SOW by written notice delivered to Konica Minolta within thirty (30) days of Client's receipt of such notice from Konica Minolta or Host Vendor. Such termination shall be effective thirty (30) days after Konica Minolta's receipt of Client's written notice.

2.3 Service Class Manual. Konica Minolta has delivered a current copy of the Service Class Manual to Client. Konica Minolta will have the right to modify the Service Class Manual (including the right to issue an entirely restated Service Class Manual) from time to time. The modifications or the revised Service Class Manual will be effective thirty (30) days after Konica Minolta provides written notice to Client informing Client of Konica Minolta's posting of such modifications or revisions on the website identified in such notice. Notwithstanding the foregoing no modifications of the Service Class Manual relating to Client's then-current Service Class will be effective until the next renewal of this Hosting SOW. If the changes to the Service Class Manual materially adversely affect the services provided to Customer under the Service Class Manual, Customer may elect to not renew this Hosting SOW in accordance with Section 9.1 of this Hosting SOW.

2.4 Return of Client Data and Deletion. Upon termination or expiration of this Hosting SOW for any reason:

(a) Upon written request by Konica Minolta or Client to Host Vendor sent to cloud@hyland.com made within thirty (30) days after the effective date of any such termination

or expiration for the return of Client Data (“Notice of Return of Client Data”), Host Vendor will either: (1) return Client Data by providing to Konica Minolta or Client the Client Data on one (1) or more encrypted hard drives or other similar media and an export file containing the relevant keyword values and related file locations for the Client Data or (2) make available to Konica Minolta or Client the Client Data for extraction via SFTP. Host Vendor will work with Konica Minolta or Client on determining the extraction method most suitable to meet Client’s requirements. Client shall be invoiced an amount determined by Konica Minolta based on Konica Minolta’s then current list price as consideration for such return of Client Data, or such other amount as mutually agreed upon by the Parties. Client acknowledges and agrees that sixty (60) days after Host Vendor has sent or made available to Konica Minolta or Client the Client Data, Host Vendor shall have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all such Client Data from all of Host Vendor’s datacenters, including all backup copies.

(b) Upon written request by Konica Minolta or Client to Host Vendor sent to cloud@hyland.com made within sixty (60) days after the effective date of any such termination or expiration for the deletion of Client Data (“Notice of Deletion of Client Data”), Host Vendor will have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data from all of Host Vendor’s datacenters, including all backup copies.

(c) If Host Vendor does not receive the Notice of Return of Client Data or the Notice of Deletion of Client Data in accordance with paragraph (a) or (b) above, Client acknowledges and agrees that sixty (60) days after any termination or expiration of Client’s Hosting SOW, Host Vendor will have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data from all of Host Vendor’s datacenters, including all backup copies.

2.5 Data Location. Client Data shall be stored at the data center location as set forth in Client’s initial purchase order. Konica Minolta or Host Vendor may, at its expense, change the location of the Client Data to another data center; provided, that Konica Minolta provides at least sixty (60) days prior written notice to Client, informing Client of the new location to be used for storing the Client Data. If Client objects to the new location proposed by Konica Minolta or Host Vendor, Client may terminate this Hosting SOW by providing written notice to Konica Minolta within thirty (30) days of the date of Konica Minolta’s notice to Client regarding the change of location. Such termination shall be effective thirty (30) days after receipt of Client’s written notice.

2.6 Subcontract of Hosting Services. Client acknowledges and agrees that Konica Minolta shall subcontract to Host Vendor the provision of all Hosting Services and fulfillment of all other obligations under this Section.

3. Hosted Solution Support. Konica Minolta will provide Hosted Solution Support during the hours of 8:00 a.m. to 8:00 p.m., Eastern Time, Monday through Friday, excluding holidays.

See <https://kmbs.konicaminolta.us/about/holiday-support-schedule/> for a list of holidays observed by Konica Minolta.

3.1 Technical Support Services. Konica Minolta will provide telephone or online technical support for problems relating to the Hosted Solution, which are properly reported by Client.

3.2 Error Correction Services for the Software. With respect to any Errors in the Software, Konica Minolta will engage Host Vendor to use commercially reasonable efforts to correct any Error, which may be affected by a commercially reasonable workaround. Konica Minolta shall promptly commence to confirm any properly reported Errors after receipt of the Error report from Client. Host Vendor may correct any Error by updating or upgrading the Software included in the Hosted Solution to a new build or version.

3.3 Network, Third Party Software or Host Web Site Defects. With respect to any defects (non-conformity to manufacturer's provided user documentation) in the Network, Third Party Software or Host Web Site which are properly reported by Client and which are confirmed by Konica Minolta or Host Vendor or its suppliers, in the exercise of their reasonable judgment, Konica Minolta will engage Host Vendor to use reasonable efforts to repair the defective component so as to correct the defect, or replace the defective component with a replacement component providing substantially similar functionality. Konica Minolta shall undertake to confirm any reported defects in the Network, Third Party Software or Host Web Site promptly after receipt of proper notice from Client, in accordance with Konica Minolta's then-current Error reporting procedures.

3.4 Exclusions. Konica Minolta is not responsible for providing, or obligated to provide, Hosted Solution Support under this Hosting SOW: (i) in connection with any Errors, defects or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, any Third Party Software, any components of the Network or the Host Web Site, or from any design defect in any configuration of any component of the Hosted Solution, which activities in any such case were undertaken by any party other than Konica Minolta or Host Vendor; (ii) in connection with any Error in the Software or defect or problem in any other component of the Hosted Solution if Host Vendor has previously provided corrections for such Error or defect which Client fails to implement; (iii) in connection with any Errors, defects or problems which have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in any software, hardware, system or networking which is not a part of the Hosted Solution; (iv) if the Hosted Solution has been subjected to abuse, misuse, improper handling, accident or neglect; (v) if any party other than Konica Minolta or Host Vendor has provided any services in the nature of Hosted Solution Support to Client with respect to the Hosted Solution; or (vi) in connection with any problems (other than Errors) or questions related to the operation or use of the Software application programming interfaces (APIs).

3.5 Update, Upgrade, Change or Replacement of Components of the Hosted Solution. Konica Minolta or Host Vendor may update or upgrade the build or version of the Software used in the Hosted Solution from time to time at Konica Minolta's expense. Client acknowledges and agrees that Host Vendor has the right, at any time, to change the specifications and operating characteristics of the Software. Host Vendor may also change, replace, update or upgrade the hardware or other software components of the Hosted Solution from time to time. Client agrees to collaborate with Konica Minolta and Host Vendor and assist Konica Minolta and Host Vendor in connection with the completion of installation and testing of any update or upgrade of the Software.

4. **Prices, Invoicing and Payment.**

4.1 Prices and Invoicing.

(a) Initial Setup Fees. Konica Minolta will invoice Client for Initial Setup Fees in the amount set forth in the Purchase Table (which is attached hereto as Exhibit A) promptly following the Effective Date.

(b) Hosting Fees. Unless otherwise mutually agreed to by the Parties in writing, Konica Minolta will invoice Client for Hosting Fees set forth in the Pricing Table annually, in advance, on the Hosted Solution Deployment Date. Konica Minolta agrees that during the Initial Term, the Hosting Fees relating to the Hosted Solution, as initially composed, shall be in the amount set forth in the Purchase Table. If at any time Client purchases additional components for the Hosted Solution, then for the balance of the then-current term, Client will pay additional Hosting Fees in such amounts as are mutually agreed to by the Parties.

(c) Subscription Fees. Unless otherwise mutually agreed to by the Parties in writing, Konica Minolta will invoice Client for Subscription Fees set forth in the Pricing Table annually, in advance, on the Hosted Solution Deployment Date. Konica Minolta agrees that during the Initial Term, the Subscription Fees relating to the Hosted Solution, as initially composed, shall be in the amount set forth in the Purchase Table. If at any time Client purchases additional components for the Hosted Solution, then for the balance of the then-current term, Client will pay additional Subscription Fees in such amounts as are mutually agreed to by the Parties.

(d) Consumption Fees. Konica Minolta will invoice Client for any Consumption Fees, monthly in arrears, promptly upon the end of the month to which such Consumption Fees relate. Consumption Fees will be due for a month if at any time during such month the amount of Client Data stored in the Hosted Solution exceeds Client's then-current data storage allocation.

(e) Other Fees. If Client procures and Konica Minolta provides any other services or deliverables in connection with the Hosted Solution that are not covered by the fees and charges described in paragraphs (a) - (c) above, Konica Minolta will invoice Client for such other fees or

charges based upon the pricing that the Parties have mutually agreed upon in connection with such other services or deliverables.

(f) Receipt of Invoices; Correction. All invoices shall be sent electronically by Konica Minolta to Client to the attention of "Accounts Payable," or to such other person or department as Client may specify from time to time by written notice to Konica Minolta. In the event any invoice contains an under billing error which is discovered by Konica Minolta, Konica Minolta may issue a new invoice to correct the error.

4.2 Payment of Invoices. Subject to Section 4.3 below, Client shall pay any invoice issued by Konica Minolta under or in connection with this Hosting SOW in full to Konica Minolta net forty-five (45) days from the date of Client's receipt of such invoice.

4.3 Resolution of Invoice Disputes. If Client believes that an invoice contains an error, then Client shall (i) pay the undisputed portion of the charge when due and (ii) notify Konica Minolta in writing of the disputed charge no later than thirty (30) days after the invoice date. Any amounts not disputed in accordance with the preceding sentence shall be deemed to be undisputed and shall be payable in accordance with Section 4.2 above. With respect to any amounts that are timely disputed, both Parties will use commercially reasonable efforts to resolve the dispute within forty-five(45) calendar days of Konica Minolta's receipt of the notice. If any amount remains disputed in good faith after such forty-five (45) day period, either Party may escalate the disputed items to the Parties' respective executive management to attempt to resolve the dispute. The Parties agree that at least one of each of their respective executives will meet (which may be by telephone or other similarly effective means of remote communication) within ten (10) calendar days of any such escalation to attempt to resolve the dispute. If the Parties are unable to resolve the dispute in accordance herewith, either Party may initiate arbitration in accordance with Section 12.3 below.

4.4 Certain Remedies for Non-Payment or for Late Payment. In the event of any default by Client in the payment of any amounts invoiced by Konica Minolta, which default continues unremedied for at least forty-five (45) calendar days after the due date of such payment, Konica Minolta shall have the right to suspend or cease Client's right to use the Hosted Solution or the provision of any Hosted Solution Support, unless and until such default shall have been cured.

4.5 Taxes and Governmental Charges. All payments under this Hosting SOW are exclusive of all applicable taxes and governmental charges (such as duties), all of which shall be paid by Client (other than taxes on Konica Minolta's income). In the event Client is required by law to withhold taxes, Client agrees to furnish Konica Minolta all required receipts and documentation substantiating such payment. If Konica Minolta is required by law to remit any tax or governmental charge on behalf of or for the account of Client, Client agrees to reimburse Konica Minolta within forty-five (45) days after Konica Minolta notifies Client in writing of such remittance. Client agrees to provide Konica Minolta with valid tax exemption certificates in advance of any remittance

otherwise required to be made by Konica Minolta on behalf of or for the account of Client, where such certificates are applicable.

4.6 U.S. Dollars. All fees and charges under this Hosting SOW shall be determined, invoiced and paid in U.S. dollars.

5. License of Software and Third Party Software.

5.1 Subject to compliance by Client with the terms, conditions and restrictions of this Hosting SOW and payment of all applicable fees due hereunder, Konica Minolta grants to Client a revocable, non-exclusive, non-assignable, limited license to use the Software and Third Party Software, in machine-readable object code form only, for the term of this Hosting SOW. Client may use the Software and Third Party Software only as part of the Hosted Solution, solely for use by:

(a) Client internally, and only for capturing, storing, processing and accessing Client's own data; and

(b) by a third party contractor retained by Client as a provider of services to Client ("Contractor"), but only by the Contractor for capturing, storing, processing and accessing Client's own data in fulfillment of the Contractor's contractual obligations as a service provider to Client and only if such Contractor and Host Vendor have executed an agreement in a form available for download at Host Vendor's Community website ("Contractor Use Agreement").

The Software and Third Party Software are licensed for use by a single organization and may not be used for processing of third party data as a service bureau, application service provider or otherwise. Client shall not make any use of the Software or Third Party Software in any manner not expressly permitted by this Hosting SOW.

5.2 Client acknowledges that the licenses granted herein are limited to the right of concurrent access to the Client Data via telecommunications equipment by web browser or Software application to the Host Web Site. Client acknowledges that each module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and that the Software controls such use. Software products that are volume-restricted will no longer function when the number of images processed within the annual term exceeds the maximum number of images per year (the "Volume Level"). Client may choose to purchase a higher volume level at any time. Client may not circumvent or attempt to circumvent this restriction by any means, including but not limited to changing the computer calendars. Use of software or hardware that reduces the number of clients directly accessing or utilizing the Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. Client is prohibited from using any software other than the Software client modules or licensed API

modules to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Konica Minolta has given its prior written consent to Client's use of such other software and the Subscription Fees and Hosting Fees have been adjusted to reflect such additional Software, and Client pays such additional Subscription Fees and Hosting Fees with respect to such access to the Software or data stored in the Software database in accordance with the Host Vendor's licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database.

5.3 Client shall be entitled to use one (1) production copy of the Software and Third Party Software. Further, Client may purchase limited access to a Sandbox Environment or a User Testing Environment, or both. Client acknowledges and agrees that it shall use only non-production data in the Sandbox Environment, and that Konica Minolta, Host Vendor and its suppliers shall have no liability, direct or indirect, with respect to any loss or breach of confidential information with respect to data used or ingested into the Sandbox Environment or a User Testing Environment. Client's sole recourse in the event of any dissatisfaction with the Sandbox Environment or a User Testing Environment is to stop using the Sandbox Environment or a User Testing Environment, as Konica Minolta, Host Vendor and its suppliers make no representations that the Sandbox Environment or a User Testing Environment, or the Software or Third Party Software provided therein will perform or conform to any Documentation or statement, either written or verbal. KONICA MINOLTA, HOST VENDOR AND ITS SUPPLIERS MAKE NO WARRANTIES WITH RESPECT TO THE SANDBOX ENVIRONMENT, USER TESTING ENVIRONMENT OR THE SOFTWARE OR THIRD PARTY SOFTWARE PROVIDED THEREIN AND THEY ARE PROVIDED "AS IS". Konica Minolta reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Sandbox Environment and User Testing Environment. Client shall not make or use any additional copies of the Software or Third Party Software.

5.4 Client agrees: (a) not to remove any Konica Minolta or Host Vendor notices in the Software or any copyright, trademark or other proprietary rights notices that appear on the Third Party Software or that appear during use of the Third Party Software; (b) not to sell, transfer, rent, lease or sub-license the Software or Third Party Software or documentation to any third party; (c) not to alter or modify the Software or Third Party Software; and (d) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Software or Third Party Software, or prepare derivative works therefrom.

5.5 Client acknowledges that, depending on the Software or Third Party Software licensed, the Software or Third Party Software may include open source software governed by an open source license, in which case the open source license (a copy of which is provided in the Software, Third Party Software or related documentation) may grant you additional rights to such open source software.

5.6 Upon reasonable notice to Client, and upon a schedule that is mutually agreed upon by the Parties, Konica Minolta shall be permitted access to Client's Software system and to audit Client's use of the Software in order to determine Client's compliance with the licensing terms this Hosting SOW. Client shall reasonably cooperate with Konica Minolta with respect to its performance of such audit. Client acknowledges and agrees that Client is prohibited from publishing the results of any benchmark test using the Software to any third party without Konica Minolta's prior written approval, and that Client has not relied on the future availability of any programs or services in entering into this Hosting SOW.

6. Ownership of Hosted Solution Components.

Host Vendor and its suppliers own the Software, Third Party Software, any and all computer hardware and telecommunications or other equipment and computer software, including the Host Web Site and the Network, and including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the components of the Hosted Solution. The Software, Third Party Software and other software components of the Hosted Solution are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software, Third Party Software, Host Web Site, Network or other hardware or software components of the Hosted Solution are transferred to Client. Client agrees that nothing in this Hosting SOW or associated documents gives it any right, title or interest in or to any of the foregoing, except for the limited express rights granted in this Hosting SOW. THIS HOSTING SOW IS NOT A WORK FOR HIRE AGREEMENT. At no time will Client file or obtain any lien or security interest in or on any components of the Hosted Solution.

7. Responsibilities and Obligations of Client.

7.1 In connection with the relationship established between Client and Konica Minolta under this Hosting SOW:

(a) except as otherwise expressly permitted under the terms of this Hosting SOW, Client will not permit or authorize any person, legal entity, or other third party to use the Hosted Solution;

(b) Client will comply with Host Vendor's Acceptable Use Policy, as in effect from time to time, a current copy of which is attached hereto as Attachment 3;

(c) Client is responsible for all its users use and all access through Client and its users of the Hosted Solution and compliance with this Hosting SOW;

(d) Client has sole responsibility for the accuracy, quality, content and legality of all Client Data;

(e) Client shall prohibit unauthorized access to, or use of, the Hosted Solution and shall notify Konica Minolta promptly of any such unauthorized access or use;

(f) Client understands and agrees: (i) its use of the Hosted Solution and compliance with any terms and conditions under this Hosting SOW does not constitute compliance with any law and (ii) Client has an independent duty to comply with any and all laws applicable to it.

(g) Client designates the initial Client Security Administrator as Ariel Gill. "Client Security Administrators" (also referred to as "CSA" or "CSAs") are individuals designated by Client who are authorized to submit Hosted Solution configuration change requests, speak authoritatively on behalf of Client's Hosted Solutions and shall receive and provide, as applicable, all notifications related to maintenance, security, service failures and the like. If Client fails to designate the initial CSA, Konica Minolta may at its option, designate the initial CSA as the individual who executed the Hosting SOW on behalf of Client; and

(h) Client may give any of its users the rights to act as a system administrator, through the configuration tools included in the Software for the Hosted Solution. Konica Minolta and Host Vendor have no responsibility or obligations in connection with Client's internal management or administration of Client's Hosted Solution.

7.2 Regardless of any disclosure made by Client to Konica Minolta of an ultimate destination of any components of the Hosted Solution or related documentation, Client agrees not to export either directly or indirectly any of the foregoing without first obtaining a license from the United States Government to export or re-export such components or related documentation, as may be required, and to comply with United States Government export regulations, as applicable. Client agrees that it will not export or re-export any components of the Hosted Solution or related documentation to a country that is subject to a U.S. embargo (such embargoed countries include, but are not limited to, Cuba, Iran, Iraq, North Korea, Burma (Myanmar), Sudan and Syria) under the U.S. Department of Commerce Export Administration Regulations and U.S. Department of State International Traffic in Arms Regulations. Client will not export or re-export any components of the Hosted Solution (or any related documentation) to any prohibited person or entity in violation of U.S. export laws as described above (for more information visit: <http://www.bis.doc.gov/complianceand enforcement/liststocheck.htm>). Client shall not use the Hosted Solution (or any related documentation) for any prohibited end uses under applicable United States laws and regulations, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the United States of America.

7.3 The Hosted Solution is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. The Hosted Solution is not designed or intended for use in any situation where failure or fault of any kind of the Hosted Solution could lead to death or serious bodily injury to

any person, or to severe physical or environmental damage ("High Risk Use"). Client is not licensed to use the Hosted Solution in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles or weaponry systems. High Risk Use does not include utilization of the Hosted Solution for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. Client agrees not to use, distribute or sublicense the use of the Hosted Solution in, or in connection with, any High Risk Use." Client agrees to indemnify and hold harmless Konica Minolta and Host Vendor from any third party claim arising out of Client's use of the Hosted Solution in connection with any High Risk Use.

7.4 Client is responsible for obtaining and maintaining all software, hardware (including without limitation network systems), telephonic or other communications circuits, and Internet Service Provider relationships that are necessary or appropriate for Client to properly access and use the Hosted Solution. Konica Minolta and Host Vendor shall have no responsibility or liability under this Hosting SOW for any unavailability or failure of, or nonconformity or defect in, the Hosted Solution that is caused by or related in any manner to any failure of Client to obtain and maintain all such software, hardware, equipment and relationships.

8. Grant of Rights and Prohibited Acts.

8.1 Subject to compliance by Client with the terms, conditions and restrictions of this Hosting SOW and payment of all applicable fees due hereunder, Konica Minolta grants to Client a revocable, non-exclusive, non-assignable, limited license to use the Software and Third Party Software, in machine-readable object code form only, for the term of this Hosting SOW, solely for use by: (a) Client and its users internally, and only for capturing, storing, processing and accessing Client's own data; and (b) by a third party contractor retained by Client as a provider of services to Client ("Contractor"), but only by the Contractor for capturing, storing, processing and accessing Client's own data in fulfillment of the Contractor's contractual obligations as a service provider to Client and only if such Contractor and Host Vendor have executed an agreement in a form available for download at Host Vendor's Community website. The Software and Third Party Software is for use by a single organization and may not be used for processing of third party data as a service bureau, application service provider or otherwise. Client shall not make any use of the Software or Third Party Software in any manner not expressly permitted by this Hosting SOW. Client acknowledges that it may only access Client Data via the Hosted Solution and shall only access the Hosted Solution in a manner consistent with this Hosting SOW and the Documentation. Client further acknowledges that all components of the Hosted Solution made available, including any components downloaded or installed locally on Client's or its users' systems, are solely for use with the Hosted Solution and are not intended to be used on a stand-alone basis.

8.2 Client acknowledges that the licenses granted herein are limited to the right of concurrent access to the Client Data via telecommunications equipment by web browser or Software application to the Host Web Site. Client acknowledges that each module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and that the Software controls such use. Software products that are volume-restricted will no longer function when the number of images processed within the annual term exceeds the maximum number of images per year (the "Volume Level"). Client may choose to purchase a higher volume level at any time. Client may not circumvent or attempt to circumvent this restriction by any means, including but not limited to changing the computer calendars. Use of software or hardware that reduces the number of clients directly accessing or utilizing the Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. Client is prohibited from using any software other than the Software client modules or licensed API modules to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Konica Minolta has given its prior written consent to Client's use of such other software and the applicable Subscription Fees and Hosting Fees have been adjusted to reflect such additional Software and Client pays such additional Subscription Fees and Hosting Fees with respect to such access to the Software or data stored in the Software database in accordance with the Host Vendor's licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database.

8.3 Client shall be entitled to use one (1) production copy of the Software and Third Party Software. Further, Client may purchase limited access to a User Testing Environment or User Testing Lite Environment, or both. KONICA MINOLTA, HOST VENDOR AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE USER TESTING ENVIRONMENT OR USER TESTING LITE ENVIRONMENT OR THE SOFTWARE OR THIRD PARTY SOFTWARE PROVIDED THEREIN AND THEY ARE PROVIDED "AS IS". Notwithstanding the foregoing the security measures described in the Process Manual section entitled "Security" are also applied to the User Testing Environment and User Testing Lite Environment. Konica Minolta and Host Vendor reserve the right to further define the permitted use(s) and/or restrict the use(s) of the User Testing Environment and User Testing Lite Environment. If, at any time, Client is not satisfied with the User Testing Environment or User Testing Lite Environment, Client's sole and exclusive remedy shall be to stop using the User Testing Environment or User Testing Lite Environment. Client shall not make or use any additional copies of the Software or Third Party Software.

8.4 Client agrees: (a) not to remove any notices in the Software or any copyright, trademark or other proprietary rights notices that appear on the Third Party Software or that appear during use of the Third Party Software; (b) not to sell, transfer, rent, lease or sub-license the Software or Third Party Software or documentation to any third party; (c) not to alter or modify the Software or Third Party Software; and (d) not to reverse engineer, disassemble, decompile or attempt to

derive source code from the Software or Third Party Software, or prepare derivative works therefrom.

8.5 The Software may be bundled with software owned by third parties, including but not limited to those manufacturers listed in the Help About screen of the Software. Such third party software is licensed solely for use within the Software and is not to be used on a stand-alone basis. Notwithstanding the above, Client acknowledges that, depending on the Software or Third Party Software licensed, the Software or Third Party Software may include open source software governed by an open source license, in which case the open source license (a copy of which is provided in the Software, Third Party Software or related documentation) may grant you additional rights to such open source software. Additionally, in the case of such software to be downloaded and installed on a mobile device, if such software will be downloaded from the application market or store maintained by the manufacturer of the mobile device, then use of such software will be governed by the license terms for the software included at the applicable application store or market or presented to Client or Client's user in the software, and this Hosting SOW will not govern such use.

8.6 The Hosted Solution may contain functionality which allows Client to: (a) access, link or integrate the Hosted Solution with Client's applications or applications or services provided by third parties and (b) access third party websites and content. Konica Minolta and Host Vendor have no responsibility for such applications or services, websites or content and shall have no responsibility for any disclosure, modification or deletion of Client Data resulting from any such access or use by such applications or services. Any activities engaged in by Client or any of its users with such third parties using the Hosted Solution is solely between Client and such third party and Konica Minolta and Host Vendor have no liability, obligation or responsibility for any such activities. Konica Minolta and Host Vendor do not endorse any third party web sites, applications or services that may be linked or integrated through the Hosted Solution. Konica Minolta and Host Vendor are not responsible for any third party content, products or materials purchased, accessed or used by Client or its users using the Hosted Solution.

8.7 Upon reasonable notice to Client, and upon a schedule that is mutually agreed upon by the Parties, Konica Minolta shall be permitted access to the Hosted Solution and to audit Client's use of the Software and Third Party Software in order to determine Client's compliance with the licensing terms this Hosting SOW. Client shall reasonably cooperate with Konica Minolta with respect to its performance of such audit. Client acknowledges and agrees that Client is prohibited from publishing the results of any benchmark test using the Software to any third party without Konica Minolta's prior written approval, and that Client has not relied on the future availability of any programs or services in entering into this Hosting SOW.

9. Term; Termination Obligations.

9.1 Term. Subject to the early termination provisions of this Hosting SOW, the initial term of this Hosting SOW will commence on the Effective Date and will expire three (3) years from the

Effective Date (the “Initial Term”); and such term will automatically renew thereafter for successive terms of one (1) year each, unless and until either Party provides at least thirty (30) days advance written notice of non-renewal prior to the expiration of the then-current term. In no event shall the term extend beyond 10 years.

9.2 Early Termination.

(a) Termination for Cause. Each Party will be entitled to give written notice to the other Party of any material breach by such other Party or other material failure by such other Party to comply with any term or condition of this Hosting SOW, specifying the nature of such breach or non-compliance and requiring such other Party to cure the breach or non-compliance. If such other Party has not cured or commenced the necessary action to cure the breach or non-compliance within thirty (30) calendar days after receipt of such written notice, this Hosting SOW will automatically and immediately terminate as of the close of business, 5:00 p.m., US Eastern Time, on such 30th day.

(b) Termination of Host Vendor. Konica Minolta and Client agree that this Hosting SOW, and the rights of use of the Hosted Solution by Client hereunder, shall automatically terminate in the event that Konica Minolta’s rights with Host Vendor to provide the Hosted Solution should terminate for any reason.

(c) Violation of Laws. If, in the reasonable opinion of Client or Konica Minolta, the compliance by either Party with the terms of this Hosting SOW will be in violation of any law or regulation implemented or modified after the Effective Date of this Hosting SOW, Client or Konica Minolta, as the case may be, may terminate this Hosting SOW upon thirty (30) days written notice to the other Party.

9.3 Certain Effects of Termination.

(a) Payments. In the case of any termination or non-renewal of this Hosting SOW, Client will remain obligated to pay to Konica Minolta all fees and charges accrued or due for any period or event occurring on or prior to the effective date of termination or expiration of this Hosting SOW. All such payments will be made in accordance with the payment terms of this Hosting SOW, which terms will survive any such termination or non-renewal for these purposes.

(b) Cessation of Use. Immediately upon any termination or expiration of this Hosting SOW, Client shall cease any and all uses of the Hosted Solution.

(c) Survival of Obligations. The provisions of this Hosting SOW that by their nature or express terms extend beyond the termination or non-renewal of this Hosting SOW will survive and remain in effect until all obligations thereunder are satisfied. All disclaimers of warranties and

limitations of liability set forth in this Hosting SOW will survive any termination or non-renewal of this Hosting SOW.

10. Limited Warranty; Warranty Disclaimer.

10.1 For a period of thirty (30) days from and after the Hosted Solution Deployment Date, Konica Minolta warrants to Client that the Software included in the Hosted Solution, when properly used, will operate substantially in accordance with the Documentation. Client's sole and exclusive remedy for a non-conformity of the Hosted Solution to this express limited warranty shall be as follows: provided that, within the thirty (30) day period, Client notifies Konica Minolta in writing of the non-conformity, Konica Minolta will either: (a) correct the non-conformity, which may include the delivery of a commercially reasonable workaround for the non-conformity; or (b) if Konica Minolta determines that correction of the non-conformity is not commercially practicable, then terminate this Hosting SOW, in which event Konica Minolta will refund to Client all Initial Setup Fees, Subscription Fees, Hosting Fees, Consumption Fees and other fees and charges actually paid by Client to Konica Minolta under this Hosting SOW prior to the time of such termination. The terms of this limited warranty shall not apply to, and Konica Minolta shall have no liability for any non-conformity related to, the Hosted Solution if (i) any component of the Hosted Solution has been modified, misused or abused by Client or a third party; or (ii) any such non-conformity arises from or is related to problems within or impacting Client's computing environment, including any Client third party software applications, hardware, network or internet connectivity. Konica Minolta does not warrant that the Hosted Solution will meet Client's requirements or that the operation of the Hosted Solution will be uninterrupted or error free.

10.2 Client represents and warrants to Konica Minolta that: (a) Client is the legal custodian of the Client Data and it has the right and authority to use the Hosted Solution in connection with all Client Data and other materials hereunder; (b) Client will use reasonable efforts to ensure that any Client Data submitted to Konica Minolta via electronic media will be free of viruses; and (c) anyone submitting Client Data to Konica Minolta for use in connection with the Hosted Solution has the legal authority to do so, either through ownership of the Client Data or by obtaining appropriate authorizations therefor, and that submission of Client Data does not violate any contracts, agreements, or any applicable law. Client is responsible for all Client Data that is submitted to Konica Minolta for use in connection with the Hosted Solution.

10.3 EXCEPT FOR THE WARRANTIES PROVIDED BY A PARTY AS EXPRESSLY SET FORTH IN THIS SECTION, EACH PARTY (AND, IN THE CASE OF KONICA MINOLTA, ITS SUPPLIERS, INCLUDING HOST VENDOR) MAKE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND UNDER THIS HOSTING SOW OR OTHERWISE WITH RESPECT TO THE HOSTED SOLUTION (INCLUDING ANY HARDWARE OR SOFTWARE) OR ANY HOSTING SERVICES PROVIDED OR MADE AVAILABLE FOR USE BY CLIENT UNDER THIS HOSTING SOW; AND EACH PARTY (AND, IN THE CASE OF KONICA MINOLTA, ITS SUPPLIERS, INCLUDING HOST VENDOR) DISCLAIM AND EXCLUDE ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF TITLE, WARRANTIES AGAINST INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. NO ORAL OR WRITTEN INFORMATION GIVEN BY KONICA MINOLTA, ITS AGENTS OR EMPLOYEES SHALL CREATE ANY ADDITIONAL WARRANTY.

11. Intentionally omitted.

12. Miscellaneous Provisions.

12.1 Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the Parties hereto, any rights or remedies by reason of this Hosting SOW; provided, however, that Host Vendor and suppliers of the Third Party Software or software products bundled with the Software are third party beneficiaries to this Hosting SOW as it applies to their respective services or software products.

12.2 U.S. Government End Users. The terms and conditions of this Hosting SOW shall pertain to the Government's use and/or disclosure of the Software, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this Hosting SOW and/or the delivery of the Software, the Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the Government's needs or is inconsistent in any respect with Federal law, the Government agrees to return the Software to Host Vendor. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software or Documentation by the Government is subject solely to the terms of this Hosting SOW, as stated in DFARS 227.7202, and the terms of this Hosting SOW shall supersede any conflicting contractual term or conditions.

AGREED AND ACCEPTED by an authorized representative of each Party.

County of San Bernardino

Konica Minolta Business Solutions U.S.A., Inc.

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Exhibit A

Purchase Table

INITIAL COMPONENTS OF HOSTED SOLUTION	INITIAL FEES
<p>Initial Software licensed:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Initial Service Class Package:</p> <p>_____</p> <p>Initial data storage allocation:</p> <p>_____ gigabytes</p> <p>Initial data center location:</p> <p>_____</p>	<p>Subscription Fees:</p> <p style="text-align: right;">\$/month</p> <p>Hosting Fees:</p> <p style="text-align: right;">\$/month</p>
<p>Initial Hosted Solution setup and activation</p>	<p>Initial Setup Fees:</p> <p style="text-align: right;">\$</p>

Attachment 1

Process Manual

[Hyland Cloud Customer Process Manual](#)

Attachment 2

Service Class Manual

Attachment 3

Acceptable Use Policy

I. Introduction:

This Acceptable Use Policy (“AUP”) applies to all persons and entities (collectively, “Users”) who use the services and software products provided by Hyland Software, Inc. (“Hyland”) in connection with Hyland’s hosting of one or more hosted solutions (collectively referred to herein as “Hosted Solutions”). This AUP is designed to protect the security, integrity, reliability and privacy of Hyland’s network and the Hosted Solutions Hyland hosts for its hosting Clients.

User’s use of the Hosted Solution constitutes User’s acceptance of the terms and conditions of this AUP in effect at the time of such use. Hyland reserves the right to modify this policy at any time effective immediately upon Hyland’s posting of the modification or revised AUP on Hyland’s website: <https://www.hyland.com/community>.

II. User Obligations:

A. User is responsible for any misuse of a Hosted Solution. Therefore, User must take all reasonable precautions to protect access and use of any Hosted Solution that it uses.

B. User shall not use a Hosted Solution in any manner in violation of applicable law including, but not limited to, by:

(i) Infringing or misappropriating intellectual property rights, including copyrights, trademarks, service marks, software, patents and trade secrets;

(ii) Engaging in the promotion, sale, production, fulfillment or delivery of illegal drugs, illegal gambling, obscene materials or other products and services prohibited by law. Similarly, soliciting illegal activities is prohibited even if such activities are not actually performed;

(iii) Displaying, transmitting, storing or making available child pornography materials;

(iv) Transmitting, distributing or storing any material that is unlawful, including encryption software in violation of U.S. export control laws, or that presents a material risk of civil liability to Hyland;

(v) Displaying, transmitting, storing or publishing information that constitutes libel, slander, defamation, harassment, obscenity or otherwise violates the privacy or personal rights of any person;

(vi) Displaying or transmitting obscene, threatening, abusive or harassing messages;
or

(vii) Promoting, offering or implementing fraudulent financial schemes including pyramids, illegitimate funds transfers and charges to credit cards.

C. User shall not use a Hosted Solution to engage in any of the following:

(i) Interfering with, gaining unauthorized access to or otherwise violating the security of Hyland's or another party's server, network, personal computer, network access or control devices, software or data, or other system, or to attempt to do any of the foregoing, including, but not limited to, use in the development, distribution or execution of Internet viruses, worms, denial of service attacks, network flooding or other malicious activities intended to disrupt computer services or destroy data;

(ii) Interfering with Hyland's network or the use and enjoyment of Hosted Solutions received by other authorized Users;

(iii) Promoting or distributing software, services or address lists that have the purpose of facilitating spam;

(iv) Providing false or misleading information in message headers or other content, using non-existent domain names or deceptive addressing, or hiding or obscuring information identifying a message's point of origin or transmission path;

(v) Violating personal privacy rights, except as permitted by law;

(vi) Sending and collecting responses to spam, unsolicited electronic messages or chain mail; and

(vii) Engaging in any activities that Hyland believes, in its sole discretion, might be harmful to Hyland's operations, public image or reputation.

III. Enforcement.

If a User violates this AUP, Hyland may, depending on the nature and severity of the violation, suspend the hosting of any Hosted Solution that such User accesses for so long as necessary for steps to be taken that, in Hyland's reasonable judgment, will prevent the violation from continuing or reoccurring.

IV. Notice.

Unless prohibited by law, Hyland shall provide User with written notice via e-mail or otherwise of a violation of this AUP so that such violation may be corrected without impact on the hosting of Hosted Solutions; Hyland shall also provide User with a deadline for User to come into compliance with this AUP. Hyland reserves the right, however, to act immediately and without notice to suspend the hosting of Hosted Solutions in response to a court order or government notice that certain conduct of User must be stopped or when Hyland reasonably determines: (a) that it may be exposed to sanction, civil liability or prosecution; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of Hyland's network or networks with which Hyland is interconnected or interfere with another of Hyland's Client's use of Hyland services or software products; or (c) that such violation otherwise presents imminent risk of harm to Hyland or other of Hyland's Clients or their respective employees. In other situations, Hyland will use commercially reasonable efforts to provide User with at least seven (7) calendar days' notice before suspending the hosting of Hosted Solutions. User is responsible for all charges or fees due to Hyland up to the point of suspension by Hyland, pursuant to the agreement in place between User and Hyland related to such Hosted Solutions.

V. Disclaimer.

Hyland disclaims any responsibility for damages sustained by User as a result of Hyland's response to User's violation of this AUP. User is solely responsible for the content and messages transmitted or made available by User using a Hosted Solution. By using a Hosted Solution, User acknowledges that Hyland has no obligation to monitor any activities or content for violations of applicable law or this AUP, but it reserves the right to do so. Hyland disclaims any responsibility for inappropriate use of a Hosted Solution by User and any liability for any other third party's violation of this AUP or applicable law.

VI. Indemnification.

User is an authorized self-insured public entity for purposes of General Liability and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

VII. Waiver.

No failure or delay in exercising or enforcing this policy shall constitute a waiver of the policy or of any other right or remedy. If any provision of this policy is deemed unenforceable due to law or change in law, such a provision shall be disregarded and the balance of the policy shall remain in effect.

VIII. Questions.

If you are unsure of whether any contemplated use or action is permitted, please contact Hyland at 440-788-5000.

Digital Service
Scanning Supplement

This Scanning Supplement (Supplement") sets forth the service-specific terms and conditions applicable to the Digital Services that Konica Minolta Business Solutions U.S.A., Inc. ("We") will provide to the County of San Bernardino ("You") in accordance with the Document Storage Services and Document Digitization Services Contract by and among the County of San Bernardino, Cordodata Records Management, Inc., and Konica Minolta Business Solutions U.S.A., Inc. ("Master Agreement"). In the event of any conflict between terms of this Supplement and the Master Agreement, this Supplement shall control but only with respect to the Services described herein.

Definitions. In this Scanning Supplement, "Service(s)" means: (i) image conversion services, (ii) film conversion services, (iii) converted content delivery and (iv) scanned material storage. "Deliverable" means the images resulting from the performance of the Services on record material provided to us by You under this Supplement.

A. Purpose: You desire to use the Services provided by us hereunder. We hereby agree to accept for Service under our management system and You agree to deposit such record material as identified on an initial pick-up and delivery form or digital delivery log. Subsequent deposits shall be identified by additional pick-up and delivery forms or digital delivery logs to be issued by us, as required and described in Section K of this Supplement, at the time of such deposits. The Parties agree to the scope of the project as described in Section J(i) and the specifications of the conversion as described in Section K of this Supplement.

B. Ownership and Right to Copy. You certify that You are authorized by the owner of the documents and data included in Section K of this Supplement to deliver these documents and data to us to be duplicated and captured electronically. You further certify that copying and electronically capturing these documents will not violate any copyrights.

C. Access To and Release of Deposits. Due to the confidential nature of your deposits, and deposits of our other clients, We shall restrict access to your deposits to your authorized representatives, who may examine such deposits in designated areas of our premises, or via the Konica Minolta provided secure Cloud portal. With the exception of circumstances described in Section E of this Supplement, We shall not disclose or deliver deposits, or provide portal access, to any person or other entity unless specifically directed to do so in writing by You. We shall not be liable for any delay in granting access or delivery of deposits caused by our verification of the authorized status of a person or entity requesting access to same. We may restrict or refuse access to, and/or removal of, deposits for non-payment of charges as described in the payment provision of the Agreement.

D. Incidental Transportation. As part of the Services provided hereunder, We may, from time to time, deliver deposits to You upon your request. The Parties agree that such delivery is incidental to our storage, imaging and conversion function, and We or our designee shall be deemed a contract or common carrier, and the liability provisions of Section G hereof shall apply to any such ancillary transportation services.

E. Legal Process. We shall not be liable to You or any third party for the disclosure of or the seizure, attachment, garnishment or subpoena of your deposits pursuant to civil or criminal legal process issued against You, your employees or your agents, which directs us to hold, disclose, turn over or surrender such deposits pursuant to such legal process.

F. Voluntary Destruction of Deposits. Upon written approval from You, including any blanket approval provided by You, We shall destroy all or a portion of your deposits. Under such circumstances, You release us from any and all liability by reason of destruction of such deposits pursuant to such authority.

H. Term. This Supplement may apply to a single, one-time Service event or an ongoing Service relationship, in each case for a Term as specified in the Agreement or a corresponding Statement of Work (SOW) issued to this Supplement.

If this Supplement will apply to a single, one-time Service event, this Supplement will become effective on the Effective Date of the Agreement this Supplement is attached to and will remain in effect until the completion of the volume of work agreed to by You as described herein.

If this Supplement will apply to an ongoing Service relationship, this Supplement will become effective on the Effective Date of the Agreement this Supplement is attached to and will remain in effect for the period described in the Agreement.

This Supplement will automatically renew for additional one (1) year terms unless it is terminated in accordance with Section I. You may elect not to renew this Addendum by providing written notice to us no less than sixty (60) days before the end of the then-current term. If notice is not received, then this Supplement will automatically renew on the expiration date.

I. Termination or Cancellation. You may cancel this Supplement at any time, subject to the following conditions listed as (i), (ii), and (iii).

(i) **Unauthorized Termination by You.** If You terminate this Supplement prior to the commencement date of the initial term, or prior to the expiration date of the applicable term, or at an expiration date without thirty (30) business days' advance written notice, all payments due us pursuant to this Supplement, including but not limited to the cancellation fees as defined in Item (ii) of this Section, shall be due and payable to us at the time of termination.

(ii) **Cancellation Fees.** In the event of our termination of this Supplement for reason of your default, or in the event of an unauthorized termination by You, and this Supplement applies to a single, one-time Service event, You shall pay to us as cancellation fees a sum equal to sixty percent (60%) of the remaining committed volume of work, as described in this Supplement. You agree and stipulate that (a) the damages or losses which would be sustained by us by reason of the termination are uncertain and difficult to ascertain, and that the amount determined hereunder represents a reasonable method of estimating such damages or loss; (b) the amount determined hereunder is a reasonable estimate of the damages or losses which would be sustained by us by reason of the termination; (c) the amount determined hereunder is reasonably proportionate to the damages or losses that would be sustained by us; and (d) the amount determined hereunder is in the nature of liquidation damages and is not nor at any time should it be deemed or construed a penalty.

In the event of our termination of this Supplement for reason of your default, or in the event of an unauthorized termination by You, and this Supplement applies to an ongoing Service relationship, You shall pay to us as cancellation fees a sum equal to sixty

percent (60%) of the following amount: the product of one (1) month's average billing based upon the last three (3) full months' billing immediately preceding the effective date of termination multiplied by the number of months and fractions thereof remaining from and after the effective date of termination to the expiration date of the then applicable Term of this Supplement. If the effective date of termination occurs prior to our receipt of three (3) full months' billing following full production, an estimate based on the proposed cost of the backfile conversion divided by the proposed delivery time shall be the reasonably anticipated one (1) month's average billing based upon your Service volumes as set forth in this Supplement to You. If You terminate this Supplement prior to the commencement date of the initial term, the full term specified in Section H of this Supplement shall apply. If You terminate this Supplement at the expiration date of the then applicable term without the sixty (60) days' advance written notice, the next full term specified in Section H of this Supplement shall apply. You agree and stipulate that (a) the damages or losses which would be sustained by us by reason of the termination are uncertain and difficult to ascertain, and that the amount determined hereunder represents a reasonable method of estimating such damages or loss; (b) the amount determined hereunder is a reasonable estimate of the damages or losses which would be sustained by us by reason of the termination; (c) the amount determined hereunder is reasonably proportionate to the damages or losses that would be sustained by us; and (d) the amount determined hereunder is in the nature of liquidation damages and is not nor at any time should it be deemed or construed a penalty.

(iii) **Files and Other Materials.** We will have the absolute right to retain in our exclusive possession all completed work, pending work and your documents awaiting processing until such time as You have paid and satisfied all payments due us hereunder, including but not limited to payment of cancellation fees as defined in Item (iii) of this Section. Upon full payment to us, We shall provide to You all completed work, pending work and your documents waiting processing.

J. Project Terms.

(i) **Scope of Project:** Scanning and/or conversion Services as defined in the SOW attached hereto. Furthermore, We shall provide storage for your source records in a secured area, reasonably designed to prevent loss or damage from any environmental or other cause, and shall provide reasonable inventory

and retrieval procedures to ensure expeditious availability and control of deposits.

(ii) **Bailment/Duty of Care.** The Parties agree that We shall hold all deposits under bailment and We shall exert reasonable care with respect to the custody, protection, storage and release of such deposits.

(iii) **Quality Assurance.** We perform extensive quality assurance on work-in-process and completed work. We typically exceed industry standards for quality. Industry minimum standard benchmarks include 94% accuracy on data entry that does not use double-key verification and 99.95% accuracy on data entry that has been double-key verified. (Index quality metrics are based on total characters.) Image quality is subjective and is judged by the ability to read the contents of images well enough to make them reasonably useful in the course of business. Images may, but should not be expected to, be more readable than the originals. We make every effort to 'bring out' poor quality originals, but cannot always be successful.

You agree to perform your own quality assurance on Deliverables provided by us to ensure that the materials meet the minimum standards stated above and to ensure that the work has been completed as agreed to in the SOW. In the event that We do not meet minimum standards as stated above, We will undertake at no charge to correct materials until it reaches the minimum standards. The materials and documentation must be presented to us within ninety (90) days' from delivery of materials. If the materials are presented after ninety (90) days, then We shall charge forty dollars (\$40.00) per man-hour for re-loading the batch, pulling boxes and performing modifications.

The accuracy and quality levels, as stated above, will be reviewed on a regular basis referencing the legibility of an initial sampling. The Parties may agree to reduce such accuracy level based on such samples but in no event will the level be lower than 94%, on a total character basis.

(iv) **Standard Maximum Valuation of Deposits.** The Parties establish and agree that the standard maximum valuation of the deposits entrusted to Konica Minolta, and our maximum liability to You for loss or damage to such deposits shall be two dollars (\$2.00) per carton or container.

(v) **Pricing:** Scanning charges apply to all documents scanned, including break sheets, index cover sheets which are later removed, and rescans due

to poor quality originals. Refer to our SOW for detailed pricing. Extended prices provided in our SOW are estimates and do not represent fixed prices. The pricing adopted under this Supplement is limited to the unit pricing presented in our SOW.

(vi) **Pick Up and Delivery.** We will require signed receipts for all source documents and media picked up and delivered to You. We will provide labels to be applied to items being picked up at your location. You will call us to arrange for source document pick up as they become ready to be scanned. We will determine a minimum amount of material to be picked up or delivered at no charge. We reserve the right to charge then current, published pick-up and delivery fees for any items that fall below the pre-established minimums. If your location is outside a ninety (90) mile radius of the Konica Minolta BPO Processing Center, all pick-up and delivery costs will be your responsibility. We will use best efforts to employ the lowest priced reputable courier service.

(vii) **Image/Index Consolidation:** We will provide images and indices on appropriate media in OnBase, PaperVision or Squar9 format unless otherwise stipulated in Section K(i). It is your responsibility to load each delivered group of images and indices onto their retrieval system. If You are not using one of the aforementioned retrieval software products, and further conversion is necessary to load the images and indices, this conversion will be solely your responsibility, unless otherwise stipulated in Section K(i).

(viii) **Subcontractors:** We may engage domestic and/or off-shore Subcontractors to perform all or a portion of the work described in a SOW provided that We shall at all times be responsible for the work of such Subcontractors.

K. Specifications. Refer to our SOW.

(i) **Program or Instructional Changes Requests:** Any proposed changes from the original Statement of Work and associated pricing estimate will be formally submitted as a change request. This request will outline the nature, impact and expected results of the change. Changes may be requested by either You or us. If the change will result in a fee or long term pricing change, We will submit the cost information as soon as practical and before final authorization of the change request.

(ii) **Response to Change Requests:** Upon receipt of your formal written Change Request, We will

respond with a written Response to Change Request within three (3) business days including: (a) estimated work to effect change, (b) time to complete change, and (c) pricing for change as appropriate.

The pricing change will be consistent with the principles and terms of this Supplement. Our consent to any work change shall not be unreasonably withheld.

No work will be performed on the change until the change request has been formally approved by both Parties' project managers.