**SERIAL 10097 RFP OFFSITE RECORDS MANAGEMENT, STORAGE AND DESTRUCTION**

**DATE OF LAST REVISION: December 17, 2015** **CONTRACT END DATE: December 31, 2020**

**CONTRACT PERIOD THROUGH DECEMBER 31, ~~2015~~ 2020**

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **OFFSITE RECORDS MANAGEMENT, STORAGE AND DESTRUCTION**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 15, 2010.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

_____

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

**AS/jl**
Attach

Copy to: Office of Procurement Services
Lisa Nash, Office of Procurement Services
**Cynthia Robinson, Department of Transportation**

(Please remove Serial 99207-RFP from your contract notebooks)

# EXHIBIT A
# PRICING

SERIAL 10097
NIGP CODE: 958 82

| | |
|---|---|
| RESPONDENT NAME: | ~~Iron Mountain~~ **Iron Mountain Information Management LLC** |
| VENDOR NUMBER : | |
| ADDRESS: | ~~4449 S. 36th St. Phoenix, AZ 85040~~<br>**PO Box 27128, New York, NY 10087-7128**<br>**PO Box 601002, Pasadena, CA 91128-1002** |
| P.O. ADDRESS: | |
| TELEPHONE NUMBER: | ~~602-252-1570~~ ~~480-776-7000~~ **760-212-6106** |
| FACSIMILE NUMBER: | ~~602-437-1712~~ |
| WEB SITE: | www.ironmountain.com |
| REPRESENTATIVE: | ~~Nick Farrer~~ ~~Greg Fisher~~ **Lori Taub** |
| REPRESENTATIVE E-MAIL: | ~~nick.farrer@ironmountain.com~~ ~~greg.fisher@ironmountain.com~~<br>**Lori.taub@ironmountain.com** |

| | YES | NO |
|---|---|---|
| WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT: | [X ] | [ ] |
| WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: | [ X] | [ ] |
| WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: | [ ] | [X ] |

(Payment shall be made within 48 hours of utilizing the Purchasing Card)
FUEL COMPRISES 0 % OF TOTAL BID AMOUNT.

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING. PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

[x ] NET 30 DAYS

ALL PRICING SHALL BE SUBMITTED ON THE SAME CD AS THE BID AND FORMATTED IN EXCEL '2003. BIDS WILL NOT BE ACCEPTED WITHOUT THE ACCOMPANYING CD IN YOUR SUBMITTAL. ANY RESPONSE NOT CONTAINING THE REQUIRED CD MAY BE CONSIDERED NON-RESPONSIVE AND NOT CONSIDERED FOR EVALUATION OR CONTRACT AWARD.

**PRICING:**
NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

**IRON MOUNTAIN INFORMATION MANAGEMENT LLC, PO BOX 601002, PASADENA, CA 91189-1002**
~~IRON MOUNTAIN, 4449 S. 36TH STREET, PHOENIX, AZ 85040~~

**BILL CODES ADDED EFF. 02/06/2013**
**PRICING & DESCRIPTIONS CHANGED EFF. 12/17/15**

| **IMRM Billcodes** | **1.1 Storage, Access & Retrieval (up to 200,000)** | 1-200,000 cu ft | 200,001 - 500,000 cu ft | 500,001 - 1mil cu ft |
|---|---|---|---|---|
| **880, 890** | 1.1.1 Storage - non climate controlled | $ .135 | $0.13 | $0.12 |
| **880, 890** | 1.1.2 Storage - non climate controlled, highly-confidential | $ .135 | $0.13 | $0.12 |
| **5780, 5790** | 1.1.3 Storage - climate controlled**: Vault Storage** | $ .155 | $0.15 | $0.14 |
| **1881, 1891** | **1.1.4 Medical Record Storage/Open Shelf** | **$ .35 L.F.** | | |
| | **1.9.13 X-Ray Storage/Open Shelf** | **$ .48 L.F.** | | |

| **IMRM Billcodes** | **1.2 RETRIEVAL** | ~~STANDARD~~ **NEXT (up to 25,000/yr)** | ~~PRIORITY~~ **HALF DAY (up to 2500/yr)** | **RUSH/SAME (up to 1000/yr)** |
|---|---|---|---|---|
| **122** | 1.2.1 Retrieval – Box/**Carton-Climate Control** | $ 1.04 | $ 1.04 | $ 2.92 |
| **121** | 1.2.2 Retrieval – File **from Carton; Open Shelf; Climate Controlled** | $ 1.35 | $ 1.35 | $ 3.50 |
| **121** | 1.2.3 Retrieval - Document | $ 1.35 | $ 1.35 | $ 3.50 |
| **58** | 1.2.4 Retrieval - Scanned image via email/fax/web ($/page**+retrieval charge**) | $ .02 plus labor | $ .02 plus labor | $ .02 plus labor |
| **5910** | 1.2.5 Microfilm | $ 1.35 | $ 1.35 | $ 3.50 |
| **1121** | 1.2.6 X-Ray | $ 1.35 | $ 1.35 | $ 3.50 |
| | 1.2.7 Magnetic Media/**per Tape Movement** | $ .07 | $ .07 | $ .07 |
| **220** | ~~1.2.8 Transport~~ | ~~$ .23~~ | ~~$ .23~~ | ~~$ .23~~ |
| | **1.2.9 Transportation Pick-up/Deliver** | | | |
| **211, 216** | **1.2.9.1** ~~Standard~~**/Next Day Delivery** | **$ 15.00/trip** | | |
| **213** | **1.2.9.2** ~~Priority~~**/Half Day Delivery/Next Day Pickup-Climate Control** | **$ 15.00/trip** | | |
| **214, 217** | **1.2.9.3 Rush/Same Business Day-Climate Control** | **$ 22.00/trip** | | |
| **215** | **1.2.9.4** After-hours ~~delivery charge~~**Holidays delivery charge/Weekends** | $ 40.00 | $ 40.00 | $ 40.00 |

| **IMRM Billcodes** | **1.3 REFILE** | |
|---|---|---|
| **162** | 1.3.1 Box**: Regular Refile Carton-Climate Control** | $ 1.04 **C.F.** |
| **161** | 1.3.2 File**: Regular Refile; File to Carton; File to Open Shelf; Item to Carton –Climate Control** | $ 1.35 **FILE** |
| **161** | 1.3.3 Document**: Regular Interfile-Open Shelf; Item to Carton-Climate Control** | $ 1.35 |
| | 1.3.4 Microfilm | $ 1.35 |
| **1161** | 1.3.5 X-Ray | $ 1.35 |
| | 1.3.6 Magnetic Media | $ .07 |
| | ~~1.3.7 Transport~~ | ~~$ .23~~ |

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| | **1.4 ADD RECORDS - paper ($/cu ft)** | |
|---|---|---|
| **850** | 1.4.1 Data-entry: **Receiving & Entering-Carton; Open Shelf File; Receiving & Entry-Climate Control** | $ .92 **L.F.** |
| **302** | 1.4.2 Edits: | $ .78 |
| | 1.4.3 Pick-up | $ 0 |
| | **1.5 ADD RECORDS - electronic 1** | |
| | 1.5.1 Scanning | $.02 per page + labor |
| **340** | 1.5.2 Indexing**: Initial Move-Individual Listing; Individual List/Index; Open Shelf-Individual Listing** | $ .20 |
| | 1.5.3 Microfilm | $ .20 |
| | ~~1.5.4 Magnetic Media/Slotted Media per tape cost~~ | ~~$ .144 SLOT~~ |
| | 1.5.5 X-Ray | $ .48 |

| **IMRM Billcodes** | **1.6 DESTRUCTION** | On-Site | Vendor Facility |
|---|---|---|---|
| **330** | 1.6.1 Highly-Confidential Shredding($/cu. ft.) **: Archival Destruction-File from open shelf; Carton-Climate Control; Item from Carton-Climate Control** | $2.52 | $2.35 |
| | 1.6.2 Non-confidential Recycling ($/ cu.ft.) | $2.52 | $2.35 |
| | 1.6.3 Destruction/Recycle Bins placed on-site (per bin/month) | $3.00 | $NA |
| | 1.6.4 Destruction notifications: | $0 | $ |
| | 1.6.5 Start-up Destruction | $0 | $ |
| | 1.6.6 On-site Shredding Event (2x/yr) | FREE | $ |
| | 1.6.7 Secure Shredding Microfilm/Tapes/CDs (e-media/plastic) | $.80 LB | $ |
| | 1.6.8 Recycling Microfilm/Tapes/CDs (e-media/plastic) | $NA | $ |

| **IMRM Billcodes** | **1.7 REPORTS** | |
|---|---|---|
| | 1.7.1 Master Inventory | $0 |
| | 1.7.2 Files Retrieved | $0 |
| | 1.7.3 Listing of Refiles | $0 |
| | 1.7.4 Listing of boxes eligible for destruction | $0 |
| | 1.7.5 Listing of Files destroyed | $0 |
| | 1.7.6 Listing of new accessions | $0 |
| | 1.7.7 Usage Report | $0 |
| | **1.8 INTERNET/WEB BASED CAPABILITIES** | |
| | 1.8.1 Software | $0 |
| | 1.8.2 License fee | $0 |
| | 1.8.3 Maintenance | $0 |
| | 1.8.4 Web based file management | $0 |
| | 1.8.5 Data conversion ($/hr) | $28.00 + price per image |
| | 1.8.6 Back-file conversion (scanning) | $28.00 + price per image |
| | 1.8.7 Indexing | 0.01 per character |

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| | **1.9 MAGNETIC MEDIA** | |
|---|---|---|
| | 1.9.1 Hanging Tape/Reserved Slots - cost per tape or slot per month | $0.14 |
| | 1.9.2 In/Out pulls - Cost per each movement — in/out. | $0.07 |
| | 1.9.3 Open storage transport containers (3420 reel, 10/container). Cost per container per month. **Transport Containers ALL SIZES** | $5.77 |
| | 1.9.4 Open storage transport containers (3420 reel, 20/container). Cost per container per month. **Transport Containers ALL SIZES** | $5.77 |
| | 1.9.5 Open storage transport containers for 4mm/8mm tapes. Cost per container per month. **Transport Containers ALL SIZES** | $5.77 |
| | 1.9.6 Closed storage containers (3420 reel, 10/container). Cost per container per month. **(Compact) All Compact tape types/(Small) All Small tape types** | $4.48 |
| | 1.9.7 Closed storage containers (3420 reel, 20/container). Cost per container per month. **(Medium) All Medium tape types** | $9.32 |
| | 1.9.8 Closed storage containers (3420 reel, 20/container). Cost per container per month. **(Large) All Large tape types** | $9.32 |
| | 1.9.9 Closed storage containers for 4mm/8mm tapes. Cost per container per month. | $4.48 |
| | 1.9.10 Closed storage containers for 5.25" CD Disks - 15-20/container. Cost per container per month. | $9.32 |
| | 1.9.11 Closed storage containers for 12" CD Disks - 15-20/container. Cost per container per month. | $9.32 |
| | 1.9.12 Closed storage containers for universal media. Cost per container per month. | $4.48 |
| | **1.9.13 X-Ray Storage** | **$0.48 L.F.** |
| | Include description of container including dimensions and material | 17.5x13.25x6 Polyethylene. Other sizes available |
| **IMRM Billcodes** | **1.10 MAGNETIC MEDIA PICK-UP AND DELIVERY SERVICE** | |
| | 1.10.1 Daily Service (M-F) | $290 |
| | 1.10.2 Weekly pickup and delivery service | $97 |
| | 1.10.3 2 times per week | $194 |
| | 1.10.4 3 times per week | $235 |
| | 1.10.5 4 times per week | $270 |
| | 1.10.6 5 times per week | $290 |
| | 1.10.7 6 times per week | $310 |
| | 1.10.8 7 times per week | $330 |
| | 1.10.9 Monthly pickup and delivery service ( per container /month) | $see above for container handling |
| | 1.10.10 Unscheduled Pick-up and delivery service. Cost per request. **Standard Special Transport (24 hours)** | $50.00 |
| | 1.10.11 Emergency pick-up and delivery service. Cost per request. **/Critical Special Transport within three (3) hours.** | $75.00 |
| | 1.10.12 Minimum Account Billing per month. | ~~$95~~ **55** |
| | 1.10.13 Administration fee per month. | $15.00 |
| | 1.10.14 Destruction (with certificate of destruction) | $0.80 |

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| | | |
|---|---|---|
| | 1.10.15 Library Moves or Disaster Recovery Testing | $per quote per event |
| | **1.10.16 Closed Container "Movement"** | **$0** |
| | **1.10.17 Transport Container "Movement"** | **$0** |
| | **1.10.18 Container Lock** | **$0** |
| | **1.10.19 Security Clips** | **$0** |
| | **1.10.20 Transport Rental** | **$0** |
| | **1.11 OTHER** | |
| **3370** | 1.11.1 Labor - data entry (per hour) | $25.00 |
| **3370** | 1.11.2 Labor - general (per hour) | $25.00 |
| | 1.11.3 Boxes: ~~1.2Cu Ft. (per each)~~ **#2000 Standard Carton Letter/Legal** | $2.00 |
| | 1.11.4 Additional Services provided - please explain | |
| | 1.11.4.1 Laptop Backup and Recovery | $12 per set per month |
| | 1.11.4.2 Server Backup and Recovery 30 day retention | $5 per GB per month |
| **2476** | 1.11.5 Shred Minimum per stop | $10.00 |
| **2041** | 1.11.6 Shred ~~1~~ **3**-4 consoles | $4.00 |
| **2042** | 1.11.7 Shred ~~1~~ **2**-4 65 gallon | $6.00 |
| **2041** | 1.11.8 Shred 5-9 Consoles | $3.00 |
| **2042** | 1.11.9 Shred 5-9 65 gallon | $5.00 |
| **2041** | 1.11.10 Shred 10+ Consoles | $2.00 |
| **2042** | 1.11.12 Shred 10+ 65 Gallon | $4.00 |
| | **Effective 10/28/13; Description Changed Eff. 12/17/15** | |
| | **1.11.13 Shred 65 Gallon (Onsite Witnessed Shred)** | **$8.00** |
| | **1.11.14 Onsite shred minimum per stop (Onsite Witnessed Shred)** | **$30.00** |
| | **1.11.15 Onsite shred on-call services (Onsite Witnessed Shred)** | **$50.00** |
| | **Effective 04/24/14** | |
| **3155** | **1.11.16 Special Project Destruction (Witnessed, Off-Site Destruction) 48 Box Minimum** | **$3.00 / Box** |

| **IMRM Billcodes** | **1.12 Fuel Surcharge (http://cic.ironmountain.com/records/fuel/)** | | | |
|---|---|---|---|---|
| | | **At Least** | **But Less Than** | **Surcharge (Percentage)** |
| **9001, 9002** | 1.12.1 | $0.001 | $2.545 | 0.00 |
| **9001, 9002** | 1.12.2 | $2.546 | 2.64.5 | 0.60 |
| **9001, 9002** | 1.12.3 | $2.646 | $2.745 | 1.20 |
| **9001, 9002** | 1.12.4 | $2.746 | $2.845 | 1.80 |
| **9001, 9002** | 1.12.5 | $2.846 | $2.945 | 2.40 |
| **9001, 9002** | 1.12.6 | $2.946 | $3.045 | 3.00 |
| **9001, 9002** | 1.12.7 | $3.046 | $3.145 | 3.60 |
| **9001, 9002** | 1.12.8 | $3.146 | $3.245 | 4.20 |
| **9001, 9002** | 1.12.9 | $3.246 | $3.345 | 4.80 |
| **9001, 9002** | 1.12.10 | $3.346 | $3.445 | 5.40 |
| **9001, 9002** | 1.12.11 | $3.446 | $3.545 | 6.00 |
| **9001, 9002** | 1.12.12 | $3.546 | $3.645 | 6.60 |
| **9001, 9002** | 1.12.13 | $3.646 | $3.745 | 7.20 |
| **9001, 9002** | 1.12.14 | $3.746 | $3.845 | 7.80 |
| **9001, 9002** | 1.12.15 | $3.846 | $3.945 | 8.40 |
| **9001, 9002** | 1.12.16 | $4.000 | $8.000 | 15.00 |

***Pricing for items 1.1.4, 1.2.9 – 1.2.9.4 and 1.9.13 shall be effective 3/21/11. This pricing is not retroactive past the effective date.**

**SERIAL 10097-RFP**

**IRON MOUNTAIN INFORMATION MANAGEMENT LLC, PO BOX 601002, PASADENA, CA 91189-1002**
~~IRON MOUNTAIN, 4449 S. 36TH STREET, PHOENIX, AZ 85040~~

PRICING SHEET: 95882, 95883

| | |
|---|---|
| Terms: | NET 30 |
| Vendor Number: | ~~W000001421 X~~ **2011006635 0** |
| Telephone Number: | ~~602/750-0904~~ **760-212-6106** |
| Fax Number: | ~~602/437-1712~~ |
| Contact Person: | ~~Nick Farrer~~ ~~Greg Fisher~~ **Lori Taub** |
| E-Mail: | ~~nick.farrer@ironmountain.com greg.fisher@ironmountain.com~~ **Lori.taub@ironmountain.com** |
| Contract Period: | To cover the period ending **December 31,** ~~2015~~ **2020.** |

# CONTRACT PURSUANT TO RFP

**SERIAL 10097-RFP**

This Contract is entered into this 15th day of December, 2010 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Iron Mountain, an Arizona corporation ("Contractor") to provide off-site storage and related services for the inactive and semi-inactive records of County departments to ensure legal and regulatory compliance as well as security and cost-effective access to records.

## 1.0 CONTRACT TERM:

1.1 This Contract is for a term of five (5) years, beginning on the15th day of December, 2010 and ending the 31st day of December, ~~2015~~ **2020**.

1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

## 2.0 FEE ADJUSTMENTS:

Any request for fee adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

## 3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A." All fees shall be added to or deducted from transaction amount.

3.2 INVOICES AND PAYMENTS (EQUIPMENT AND NON CARD TRANSACTIONS):

3.2.1 The Respondent shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service
- Quantity of transactions and transaction numbers

- Contract Item number(s)
- Description of Purchase (services)
- Pricing per unit of service
- Extended price
- Total Amount Due

3.2.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order

3.2.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

3.2.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

## 4.0 DUTIES:

4.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

4.2 Governmental Orders: Contractor is authorized to comply with any subpoena or similar order related to the Deposits, provided that Contractor notifies County promptly upon receipt thereof, unless such notice is prohibited by law. County shall pay Contractor's applicable charges set forth in a Schedule(s) for such compliance. Contractor will cooperate with County's efforts to quash or limit any subpoena, at County's expense. County acknowledges that its shipments may be subject to inspection by federal, provincial or local government entities ("Government Inspectors"), and County authorizes Contractor to fully cooperate with such inspections. Contractor shall bear no responsibility for loss or damage to Deposits, or containers housing such Deposits, caused by Government Inspectors.

4.3 Audit/Inspection: Upon not less than ten (10) business days' advance written notification by the County and no more frequently than once a year (except if an audit reveals a material breach by Vendor then County may conduct a reasonable number of audits per year), Vendor agrees that the County shall have the right, at its cost and expense, to inspect Vendor's books and records which provide substantiation of the performance of services by Vendor to County relating to charges which are set forth in invoices issued by Vendor to County. Notwithstanding the above, if County's request for audit occurs during Vendor's quarter or year end, or such other time during which Vendor cannot reasonably accommodate such request, the parties shall mutually agree on an extension to the ten business days advance written notification. Nothing contained herein will allow County to review data pertaining to other Vendor customers or proprietary information related to Vendor's security programs. If County elects to have its authorized representative perform such inspection, the authorized representative, excluding any federal or state agency with regulatory authority, shall be required to enter into a confidentiality agreement in form and substance reasonably satisfactory to Vendor. Vendor reserves the right to refuse access to any person who is or represents a competitor of Vendor. While County and/or its authorized representatives are on Vendor premises, they must comply with the Vendor safety and security policies.

## 5.0 TERMS and CONDITIONS:

### 5.1 INDEMNIFICATION; LIMITATION OF LIABILITY:

5.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to,

attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the gross negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any gross negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

5.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

5.1.3 The scope of this indemnification does not extend to the sole negligence of County.

5.1.4 Liability in the Event of Loss of, or Damage to, Stored Materials: Contractor shall not be liable for any loss or destruction of, or damage to, any County materials stored by Contractor ("Deposits"), including costs resulting from a loss of a Deposit constituting a breach of data security or confidentiality, however caused, unless such loss or damage resulted from the failure by Contractor to exercise such care as a reasonably careful person would exercise under like circumstances. If liable, the amount of Contractor's damages is limited as follows: (a) with respect to hard-copy (paper) records, microfilm and microfiche stored pursuant to this Agreement, the value of such stored items is $1.04 per carton, linear foot of open-shelf files, container or other storage unit, and (b) with respect to round reel tape, audio tape, video tape, film, data tape, cartridges or cassettes or other non-paper media stored pursuant to this Agreement, the value of such stored items is equal to the cost of replacing the physical media. Deposits are not insured by Contractor against loss or damage, however caused. County may insure Deposits through third party insurers for any amount, including amounts in excess of the limitation of liability. County shall cause its insurers of Deposits to waive any right of subrogation against Contractor. If Deposits are placed in the custody of a common carrier for transportation by the County, Contractor will not be responsible for any loss or destruction of, or damage to, such deposits while in the custody of the common carrier. If the common carrier is performing as a subcontractor for the Contractor, the Contractor may be liable for damages as contained herein and in accordance with all other terms of the contract. County acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged.

5.1.5 Liability for Non-Storage Services: With respect to services not related to the storage of Deposits, which shall include but is not limited to scanning and shredding, Contractor shall not be liable for any loss or default unless such loss or default is due to the negligence of Contractor. If liable, Contractor's maximum liability with respect to services not related to storage is the amount paid by County for a discrete project or, if the loss is related to service of an ongoing and continuing nature, six (6) months of fees paid by County for such service.

5.1.6 No Consequential Damages, etc.: In no event shall either party be liable for any consequential, incidental, special or punitive damages, or for loss of profits or loss of data, regardless of whether an action is brought in tort, contract or under any other theory.

5.2 INSURANCE REQUIREMENTS:

5.2.1 Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said policy meets minimum coverage as required by this contract.

5.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

5.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

5.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

5.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention.

5.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

5.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

5.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

5.2.9 Commercial General Liability.
Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than ~~$1,000,000~~ **$2,000,000** for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and ~~$2,000,000~~ **$4,000,000** General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

5.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than ~~$1,000,000~~ **$2,000,000** each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

5.2.11 Workers' Compensation.

5.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than ~~$100,000~~ **$1,000,000** for each accident,

~~$100,000~~ **$1,000,000** disease for each employee, and ~~$500,000~~ **$1,000,000** disease policy limit.

5.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

5.2.12 Errors and Omissions Insurance.

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than $1,000,000 for each claim.

5.2.13 Certificates of Insurance.

**Prior to commencing work or services under this Contract, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.**

~~Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.~~

5.2.13.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

5.2.13.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen ~~(15) days prior to the expiration date~~ **in accordance with the policy provision**.

5.2.14 Cancellation and Expiration Notice.

**Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled,** ~~or be materially changed for any reason~~ **without** ~~thirty (30) days prior written~~ **notice to Maricopa County in accordance with policy provisions.** ~~Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.~~

~~Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.~~

5.3 **INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)**

**County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.**

5.4 WARRANTY OF SERVICES:

5.4.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract. County's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

5.4.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

5.5 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
**Office of Procurement Services**
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Iron Mountain
Attn: Donna Morris
4449 S. 36th Street
Phoenix, AZ 8540

5.6 ~~REQUIREMENTS CONTRACT~~ **LANGUAGE FOR REQUIREMENTS CONTRACTS**:

**Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.**

**County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.**

**Contractors agree to accept verbal notification of cancellation from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.**

~~5.6.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any services will be required (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.~~

5.7 **TERMINATION BY THE COUNTY:**

**If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.**

5.8 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. The Contractor shall be provided sixty (60) days advance notice. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

5.9 TERMINATION FOR DEFAULT:

5.9.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the material failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned. The Procurement Officer shall provide thirty (30) days written notice of the termination and the reasons for it to the Contractor. The Contractor shall be given thirty (30) days to cure prior to any termination pursuant to this section.

5.9.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

5.9.3 The County may, upon termination for default of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

5.9.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

5.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person

significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

5.11 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

5.12 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

5.13 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

5.14 SUBCONTRACTING:

~~The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.~~

**Except to an affiliate of Contractor, the Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.**

5.15 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County **Office of Procurement Services** shall be responsible for approving all amendments for Maricopa County.

5.16 ~~RETENTION OF RECORDS~~ **ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:**

**In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.**

**If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.**

**If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.**

~~5.16.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.~~

~~5.16.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.~~

5.17 **PUBLIC RECORDS:**

**All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.**

5.18 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

~~5.19 ALTERNATIVE DISPUTE RESOLUTION:~~

~~5.19.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:~~

~~5.16.1.1 Render a decision;~~

~~5.16.1.2 Notify the parties that the exhibits are available for retrieval; and~~

~~5.16.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).~~

~~5.19.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.~~

~~5.19.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.~~

5.20 ~~SEVERABILITY~~ **VALIDITY**:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

5.21 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

5.22 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

5.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

5.23.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

5.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 5.20.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date

specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~5.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~5.24.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~5.24.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

5.25 **CONTRACTOR LICENSE REQUIREMENT:**

**The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.**

**Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to posses the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.**

5.26 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

5.26.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

5.22.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

5.22.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

5.22.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

5.22.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

5.26.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

5.26.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

5.27 **INFLUENCE**

**As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.**
**An attempt to influence includes, but is not limited to:**

5.27.1 **A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,**

5.27.2 **That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.**

**If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.**

5.28 PRICES:

~~Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, similar rates should be extended to Maricopa County.~~

**Each year at County's request, the parties will meet to review Contractor's services and the pricing to ensure the County is receiving competitive pricing and comparable service available in the marketplace for comparable services.. Such reviews may include competitive benchmarking, the use of comparative information available from independent third parties (such as consultants and industry publications), and other market based information the parties deem reasonably reliable and accurate. If the review determines that pricing offered by iron Mountain under this Contract is less favorable than the price or service level for comparable products or services available in the marketplace the parties will mutually agree in writing to pricing adjustments to be applied prospectively.**

5.29 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

5.30 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

5.31 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County.

5.32 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

5.32.1 Exhibit A, Pricing;

5.32.2 Exhibit B, Scope of Work; and

5.32.3 Exhibit C, Iron Mountain Storage Locations for Maricopa County

**IN WITNESS WHEREOF**, this Contract is executed on the date set forth above.

## CONTRACTOR

_____
AUTHORIZED SIGNATURE

_____
PRINTED NAME AND TITLE

_____
ADDRESS

_____
DATE

## MARICOPA COUNTY

| | |
|---|---|
| CHAIRMAN, BOARD OF SUPERVISORS | DATE |

**ATTESTED:**

| | |
|---|---|
| CLERK OF THE BOARD | DATE |

**APPROVED AS TO FORM:**

| | |
|---|---|
| LEGAL COUNSEL | DATE |

# EXHIBIT B
# SCOPE OF WORK

2.1 OFF-SITE STORAGE and GENERAL REQUIREMENTS

2.1.1 In order to ensure uniformity in pricing, a standard storage box with a separate lid having outside dimensions of 10.25” x 12.75” x 16” and volume of 1.2 cubic ft shall be billed and priced as 1.2 cubic feet. No other method shall be used for bid pricing or billing.

2.1.2 It is the vendor’s responsibility to keep the County Records Manager informed of the quantities and locations of all stored records, unless otherwise prohibited by court order, or to do so would violate attorney/client privilege. These facilities must be open to inspection by the County Records Manager or authorized representative during normal business hours.

2.1.3 Contractor will provide a listing of all possible locations where County records may be stored. At all times the County Records Manager shall have access to complete and accurate information regarding the quantities of deposits maintained by Contractor. (**See Exhibit C**)

2.1.4 All proposed storage facilities should meet environmental, security and fire detection standards listed in NFPA 232.

2.1.5 Vendor must have the ability to provide monthly reports (online or hard-copy) of all activity, including new records transferred to storage, records requested and delivered, including dates and department information, status of records (in, out, date returned, etc.), documents destroyed, and any other data that may pertain to the movement of records is required.

2.1.6 In the event the vendor finds it necessary to relocate County records to another location, the vendor must obtain authorization from the County Records Manager prior to relocating any county records. The vendor will assume all related costs.

2.1.7 Vendor shall maintain inventory control for each container stored for each organizational unit using the storage facility. The vendor may utilize any type of carton numbering scheme as long as all cartons are identified individually. The vendor’s internal control system shall allow for accurate tracking of relocated cartons. An automated inventory and control system is required in order to track the flow of records within the commercial records center from receipt through disposal, including but not limited to, department name/number, records series, period covering, destruction date, date received by vendor, box number, and record type (box, book, x-ray jacket, microfilm, etc.) X-ray jackets shall be maintained in terminal digit order by year on open shelving. It is the vendor’s responsibility to keep the County Records Manager informed of the quantities and locations of stored records, unless otherwise prohibited by the court order, or to do so would violate attorney/client privilege.

2.1.8 The contractor shall provide, operate and host a secure web site connected to its tracking system to track County records in storage as well as records that have been delivered to County agencies in response to retrieval requests. The web site shall use the Secure Sockets Layer (SSL) protocol for all data communication between County agencies and the inventory database, provide for strong access control (multiple users within an agency having different degrees of access) and include robust identity management.

2.1.9 At a mutually agreed upon time, at the onset and annually thereafter, the vendor providing off-site records storage shall perform a thorough review of all stored records to provide recommendations and assist the County in the efficient control and management of public records. Upon completion of the initial review, the vendor will provide a one-time secure shred of all stored records which are currently eligible for destruction.

2.1.10 At the County’s request, the vendor will conduct no less than two major on-site events annually; at specified County locations whereby County agencies can bring records not currently stored off-site and be provided access to secure destruction of on-site records.

2.1.11 The contractor's request for authorization to re-box records shall be accompanied by a list of the boxes or containers, an explanation of the need to re-box or move the records and, upon request by the agency, the number file retrievals performed and photographs illustrating any damage to the box or container. Should the damage to a box or container result from handling by the storage contractor or its sub-contractors, the costs of moving the records to a new box or container shall be assumed by the contractor. No records shall be re-boxed or moved to another container without the written permission of the agency. Under no conditions will the County pay for moving records from one box or container to another without its written permission.

2.1.12 Restrictions on Materials: County Premises: County shall not store with Contractor nor deliver to Contractor for secure shredding any material that is highly flammable, explosive, toxic, radioactive, medical waste, organic material which may attract vermin or insects, 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 the environment or hazardous materials. County shall not store negotiable instruments, jewelry, check stock or other items that have intrinsic value. All County premises where Contractor's employees perform services or make deliveries hereunder shall be free of hazardous substances and any other hazardous or dangerous conditions.

2.2 ACCESS AND RETRIEVAL

2.2.1 Delivery and pick-up of records shall be at multiple locations in Maricopa County; mostly within the Phoenix metropolitan area. The County reserves the right to establish pick-up and delivery schedules as needed. Pickup service shall be available Monday through Friday from 7:00 a.m. to 6:00 p.m.

2.2.1.1 **Regular Pickup – Pickup orders placed before 4:00 pm on a Business Day will be picked up within the following two Business Days.**

2.2.1.2 **Rush Pickup, Business Day – Pickup orders placed before 4:00 pm on a Business Day will be picked up on the following Business Day.**

2.2.2 Retrievals shall be delivered to the organizational unit by courier, fax, "will call," or electronic delivery of images; with the method of delivery to be determined by the organizational unit. There shall be an available customer service area at the vendor's location to allow for auditors or other researchers to review large numbers of records. The County reserves the right to use a third party mail delivery service for file retrieval and returns.

2.2.3 Prices for retrievals shall be inclusive of any additional charges including but not limited to handling fees, administrative fees, file fees, search fees, etc. (Fuel fees~~??~~ **are charged per the fuel surcharge**)

2.2.3.1 **Data Management per tape movement fees will apply to all data management accounts per pricing section 1.2.7 & 1.3.6.**

2.2.4 ~~Standard Delivery~~ **Next Day Delivery – Orders placed by 3:00 pm Monday through Friday shall be delivered by 4:00 pm the following business day**. ~~Regularly scheduled or requested pick-ups, deliveries and returns must be accomplished with next day delivery when an order is placed by 3:00 pm. Standard delivery should be completed before 2:00 pm, Monday through Friday.~~ Records should be returned to storage within a similar timeframe. This type of request occurs almost daily.

2.2.5 ~~Priority~~ **Half Day** Delivery – **Orders requiring expedited delivery must be received by 10:00 am for delivery within 5 hours. Orders which require expedited delivery that are received by 3:00 pm shall be delivered before 12:00 pm (noon) the following business day.** ~~Non-routine delivery of records must be accomplished within 4 hours, 8:00 am to 5:00 pm, Monday through Friday.~~ This type of requests occurs occasionally.

2.2.6 Rush Delivery**, Same Business Day – Delivery within 4 hours of placement of Order (for Orders received no later than 2:00 pm) on a Business Day** ~~Emergency evening and weekend~~

~~deliveries of records must be accomplished within 4 hours, 24 hours a day, 7 days a week, as needed. This type of request occurs very infrequently, but is vital to the continuity of government in case of a local emergency or disaster.~~

2.2.6.1 **After Hours Delivery, Weekends/Holidays/After Hours – Delivery within 5 hours of placement of Order.**

2.2.7 In case of a regional event, delivery times will be based on a mutually agreeable timeframe between vendor and the County.

2.2.8 Electronic Delivery – In addition to physical record delivery, vendor should have the ability to provide fax or scan-on-demand services for retrieval requests submitted by County agencies. Electronic delivery must be through a secure FTP site, encrypted email, or accessed via a web-based portal requiring authorized individuals to log-on.

2.2.9 Scanning services will be for scan on demand retrieval request and/or retention only. Delivery of the imaged retrieval request should conform to standard, rush and emergency delivery. Typical scanning parameters for most office documents are 300 pixels per inch (PPI) x 300 PPI, bi-tonal. All scanned images shall be quality-controlled in accordance with the requirements of ANSI/AIIM MS44 "Recommended Practice for Quality Control of Image Scanners"

2.2.10 All scanned records shall be searchable by pre-defines index fields ("metadata"), which shall also be incorporated in the file header.

2.2.11 The vendor will supply documentation for each retrieval, track each retrieval by file or box retrieved, the organizational unit requesting the retrieval, and the individual requesting the retrieval. No information or document is to be given to other than an authorized, officially identified employee of the department to which the records belong. The vendor will be given a list of employees, per department, authorized to conduct business, including requesting files, organizing pick-ups, etc.

2.2.12 Re-files shall be performed on demand and each re-file shall be replaced into the container from which it was retrieved.

2.2.13 There will be no "permanent removal charge" applied to any item removed from storage for any reason and not returned. The vendor shall only charge for retrieval of the item and delivery of the item if applicable. The organizational unit shall notify the vendor of its intent to permanently remove the file or files and the vendor will remove that file from the organizational unit's inventory listing at no charge.

2.3 DESTRUCTION & DISPOSITION

2.3.1 The vendor must have the ability to provide service on a routine (monthly, weekly, or bi monthly) basis, and on-call when special requirements are identified, and should be able to provide destruction services on site at County locations when requested.

2.3.2 The vendor should also have the ability to provide secure destruction services from media other than paper, with specific pricing identified. Other media should include, but is not limited to: microfiche, microfilm, CD-ROMs, and audio tapes, and magnetic media.

2.3.3 Records shall be destroyed only in accordance with records retention schedules approved by the Arizona State Library, Archives and Public Records pursuant to A.R.S. § 41-1347 and § 41-1351. The vendor shall provide written notification for records eligible for destruction at the request of the County Records Manager or the department. Records shall not be destroyed without written concurrence by the organizational unit from which the records were received and the County Records Manager.

2.3.4 The method of destruction shall be approved by the County Records Manager and the Arizona State Library, Archives and Public Records. Destruction methods for "public" records (normally

available to the general public) may include recycling, landfill or a more thorough destruction method. Confidential records shall be shredded, masticated, burned or any other method completely annihilating the records.

2.3.5 X-Ray files will be purged annually. These records are in terminal digit order and separated by year by Maricopa County Medical Center staff prior to pickup. Cartons for transporting the x-ray files will be supplied by the vendor or a third party company. The vendor shall propose a process for the purging and disposition of x-ray files including notification of files eligible for destruction, disposal of the paper products associated with the file and the coordination of film pickup by a silver reclamation company.

2.3.6 Maricopa County reserves the right to destroy County records itself or to have a third party destruction company pick up records from vendor's location(s) to have records destroyed in accordance with records retention schedules approved by the Arizona State Library, Archives and Public Records.

2.3.7 When confidential records (not for public viewing) have been given authorization to be destroyed per the organization unit's retention schedule, that organizational unit may reserve the right to witness the destruction process.

2.3.8 Under no circumstances shall the contractor destroy or permanently withdraw from storage any County records without written instruction from the County Records Manager, or the **Chief Procurement Officer**. As used in this context, “written instruction” means an original letter on agency letterhead signed by an authorized agency official. Instructions provided by email messages or other means do not qualify.

2.3.9 The Contractor shall maintain strict control procedures to safeguard confidential County records throughout the destruction process. Such records shall be maintained in a secure area until the final disposition process is completed and transported to the destruction site in a secure vehicle, so as to ensure a certified beginning-to-end chain of custody.

2.3.10 The Contractor shall make every reasonable effort to complete requests for destruction within 30 days of receiving final approval. In the event destruction cannot be completed within 30 days, the County may authorize additional charges. Storage fees for records awaiting destruction shall cease on the 31st calendar day.

2.3.11 The Contractor shall establish a “records destruction hold” system to ensure that specified records are not destroyed until written authorization is received from the County Records Manager.

2.3.12 A certificate of destruction shall be completed for all records destroyed using a format approved by the County Records Manager and the Arizona State Library, Archives and Public Records. The certificate of destruction shall not be completed until after the records are physically destroyed so as to render them useless. Upon completion of the certificate of destruction one copy should be sent to the organizational unit with one copy sent to the County Records Manager.

2.3.13 The vendor shall maintain safeguards and quality checks exist which virtually eliminate the possibility of destroying records without proper authority and notification. A physical separation shall be made on loading dock areas for accessional cartons and cartons authorized for disposal.

2.4 MAGNETIC MEDIA STORAGE

2.4.1 Magnetic Media Storage and Transportation Service will be performed in full accordance with the provisions and requirements as designated in this document. Contractor shall provide personnel, facilities, equipment and transport necessary to perform all services, including secure pick-up and delivery of media between the agency and the contractor's facilities.

2.4.2 Storage and transport containers shall be specifically designed to hold magnetic media products shall be made of 22-gauge steel or a product of equal performance.

2.4.3 Media shall be afforded complete security at all times. Access to County media shall be strictly controlled and fully documented. Only authorized personnel are to be permitted in the controlled storage areas. Media shall be provided complete protection from fire at all times. The media storage facility shall be protected with a fire detection and fire extinguishing system that will not damage magnetic media. Fire detection and suppression systems that are ANSI and/or NFPA compliant are preferable.

2.4.4 Room temperature in the media storage area shall be maintained at approximately 68 degrees Fahrenheit with 60 degrees the minimum and 75 degrees the maximum. The relative humidity in the storage area shall be maintained at between 20% and 50%. If applicable, media storage areas that are ANSI compliant are preferable.

2.4.5 Media shall be transported in a well-maintained and enclosed vehicle. The vehicle's passenger and storage areas shall be fully air- conditioned and thorough security precautions shall be followed to insure that there is no deterioration of the media or the loss of any County records.

2.4.6 Facility responsible for providing the services required by this contract shall be located in the Phoenix, Arizona metropolitan area.

2.4.7 Contractor shall consult with each requesting agency prior to storing any media and shall conform to agency requirements in regard to pick-up and delivery schedules, special handling, documentation or any other job, delivery or identification format requirements. It is the responsibility of the contractor to be clear as to any agency requirement prior to accepting any media for storage.

2.4.8 Contractor shall be responsible for being fully informed and thoroughly clear as to the instructions provided by the agency. The establishment of harmonious working procedures appropriate to the agency and support of a mutually productive working environment shall be the responsibility of the contractor.

2.5 QUALIFICATIONS & EXPERIENCE

2.5.1 The Contractor awarded this contract for the storage of records shall allow the County Records Manager the opportunity to tour their facilities to verify compliance with the contract on an ongoing basis.

2.5.2 The Contractor shall maintain membership of the Professional Records & Informational Services Management (PRISM) and preferably maintain at least one staff person as a member of the Association for Records Managers and Administrators (ARMA International). It is preferred that the vendor have a Certified Records Manager (CRM) included in its management staff. If a CRM is on staff, the vendor shall provide the name and location of the individual. Contractor's corporate CRM can be reached at:

Melissa Strawhecker, CRM
Corporate Records Manager
Iron Mountain
745 Atlantic Avenue
Boston, MA 02111
Phone: 617-535-4816
Fax: 617-542-4220
melissa.strawhecker@ironmountain.com

2.5.3 Contractor shall maintain its practice of performing background checks as a condition of employment for all Contractors' personnel and require all personnel to enter into Confidentiality Agreements as a condition of their employment. The investigation includes, but is not limited to, personnel identity verification, criminal conviction background investigation information as well as driver licensing and violation history for driver candidates. All staff shall provide proof of citizenship or of legal residence in the U.S.A.

2.5.4 The Contractor and the County Records Manager shall work together with the using agencies to provide training to any staff members authorized to order records, pack boxes, complete necessary forms, organize pickups and deliveries, etc. The County shall provide a listing of individual within each using agency authorized to perform or request the aforementioned.

2.6 MINIMUM FACILITY REQUIREMENTS

2.6.1 Construction: All facilities used for storage of County records shall be of concrete block or tilt-up slab construction. Outer walls shall be at least three (3) hour fire construction including all doors. There shall be no windows of any type in any of the storage areas. All trusses and beams shall be made of steel or fire resistant treated wood products. The roof structure shall be of a nonflammable material, which will not collapse under any, but the most severe conditions. Shipping/receiving doors shall be minimally rated at three (3) hours unless there is a separate shipping/receiving room separated from the storage area by a three (3) or four (4) hour fire wall.

2.6.2 Fire Protection Systems: All facilities (including shipping/receiving and office areas adjacent to storage areas) used by the vendor for storage of County records shall have a fire protection system complying with NFPA 232AM, "Manual for Fire Protection For Archives and Records Centers." The preferred type of fire control system is wet-pipe sprinklers with high temperature rated (250°F to 300° F) heads and waterflow alarm. The Contractor is primarily responsible for the restoration costs for records damaged by natural or man-made disasters. (The County Records Manager may be approached to obtain waiver due to exceptional circumstances).

2.6.3 Security/Alarms/Identification: There shall be both fire and intrusion alarm systems in all facilities used for storage of County records. Both the fire and intrusion alarm systems shall be monitored twenty-four (24) hours per day every day, and connected directly to local fire and police agencies or to a bonded security alarm company who will in turn notify local police and/or fire departments of the emergency.

2.6.4 Supplemental Extinguishers: There shall be type ABC fire extinguishers placed strategically throughout all storage, office and receiving/shipping areas. A desired system will also include fire hose cabinets strategically placed throughout the facility, but all hose cabinets shall be plumbed into the sprinkler system with flow alarms.

2.6.5 Materials Stored: Only records, x-rays, published materials, and record related materials, may be stored in any facility used for the storage of County records. If other materials are stored in an adjacent warehouse at a minimum, two (2) hour fire wall shall separate those materials from the records storage area.

2.6.6 Environmental Controls: The vendor shall store permanent County public records in accordance with standards published by the Arizona State Library, Archives and Public Records pursuant to A.R.S. §39-101. Records not having permanent retention requirements shall be stored under normally clean, dry conditions free from standing water.

2.6.7 Vermin Control: The vendor shall provide for control of vermin which may be harmful or destructive to records. (e.g. termites; silver fish; rodents).

2.7 RELOCATION OF RECORDS:

2.7.1 At the end of the contract; including termination before the full term of the contract, the vendor must allow the county or its designee to remove all county records at no additional costs to the county pursuant to the terms of Section 2.2.14. The vendor must propose a process for preparing records for transfer to a new vendor. The proposal must address transfer of boxes and inventory control information.

2.8 ADDITIONAL COMPETENCIES

2.8.1 Vendor should be able to provide services which converts records into easily retrievable and searchable files, rendering formats compatible with print-ready and web publishing, long-term off-

site record and data storage and records destruction, etc. paper records may be converted to digital by scanning, with scanned images, and related processes meeting the requirement of the Arizona State Library Archives and Public Records found at lib.az.us/records.

2.9 CONTAINERS:

2.9.1 In order to ensure uniformity in pricing the following containers shall be used:

2.9.2 A standard storage box with separate lid, having internal dimensions 10.25” H x 12.75” W x 16” L shall be priced and billed as 1.2 cubic feet, and contain a minimum of 59% post consumer content. Other standard sized boxes may be used for actual storage.

2.9.3 The County reserves the right to purchase boxes from a third party if it is in the best interest of the County to do so.

# EXHIBIT C

## IRON MOUNTAIN STORAGE LOCATIONS FOR MARICOPA COUNTY

**FREEPORT**
616 South 55th Ave
Phoenix, AZ 85043
602-269-1611

**CENTRAL**
2246 S. Central Ave
Phoenix, AZ 85004
602-252-1571

**36TH STREET**
4449 S 36th Street
Phoenix, AZ 85040
602-252-1570

**54TH AVENUE**
601 S. 54th Avenue
Suite 103
Phoenix, AZ 85043
602-352-1046

**7TH STREET**
2202 S. 7th Street, Suite C
Phoenix, AZ 85034
602-258-4365

**McDOWELL**
4525 E McDowell
Phoenix, AZ 85008
602-273-7700

**48TH AVENUE**
10 S. 48th Avenue
Suite 1
Phoenix, AZ 85043
602-272-5595

**WATKINS**
2025 E Watkins Street
Phoenix, AZ 85034
602-253-8226

**ROOSEVELT, TEMPE**
2625 S. Roosevelt
Suite 103
Tempe, AZ 85282
480-894-0793

**44TH AVENUE**
844 N. 44th Avenue
Suite 1
Phoenix, AZ 85043-2916
602-269-8562

**PHOENIX - DP**
16602 N 25th Ave
Phoenix, AZ 85023
602-863-2031

**GILBERT - DP**
1420 Fiesta Blvd
Gilbert, AZ 85233
480-497-9565

**SKYHARBOR**
2955 S 18th Place
Phoenix AZ 85034
602-258-3686

IRON MOUNTAIN®

**BUSINESS ASSOCIATE AGREEMENT**

**Iron Mountain Information Management, LLC**
(Hereinafter referred to as "Iron Mountain")

**Customer (Name, Address and Iron Mountain Account No.):**
**Maricopa County**
**320 West Lincoln Street**
**Phoenix, AZ 85003-2494**

**(Account No.) multiple accounts**
(Hereinafter referred to as "Customer")

**Effective Date: December 15, 2015**

**This Business Associate Agreement is hereby entered into by and between Iron Mountain and Customer, as of the Effective Date set forth above.**

**This Business Associate Agreement ("BAA") supplements and amends the Serial 10097 RFP, entered into by and between Iron Mountain and Customer, dated *December 15, 2010*, (hereinafter "Services Agreement") under which Iron Mountain is providing certain information management services ("Services") for Customer. This BAA shall be incorporated into the Agreement, as if it set forth in its entirety therein, and except to the extent modified in this BAA, all terms and conditions set forth in the Services Agreement shall remain in full force and effect and govern the Services provided by Business Associate to Covered Entity. Notwithstanding the foregoing, in the event of a conflict between the terms of this BAA and the Services Agreement, solely as it relates to the parties' obligations hereunder, the terms and conditions of this BAA shall prevail.**

**Iron Mountain and Customer are entering into this BAA in order for both parties to meet their respective obligations as they become effective and binding upon the parties under the HIPAA Privacy, Security, and Enforcement Rules, the provisions of the HITECH Act, as incorporated in the American Recovery and Reinvestment Act of 2009, along with any implementing regulations including those implemented as part of the final Omnibus rulings (collectively referred to as the "HIPAA Rules"), under which Customer is a "Covered Entity" or "Business Associate" and Iron Mountain is a "Business Associate" of Customer. For purposes of this Agreement, any references, hereinafter, to Business Associate shall be deemed references to Iron Mountain.**

**Business Associate provides storage and management services with respect to information received from or on behalf of Customer. In most cases, Business Associate does not know the content of information in storage, or whether it constitutes Protected Health Information (as defined below). For purposes of complying with the terms of this BAA, Business Associate shall assume that all information received from or on behalf of Customer pursuant to the Services Agreement consists of Protected Health Information, except where the compliance with a contractual requirement requires actual knowledge as to whether Protected Health Information is involved, and in such cases Customer, shall advise Business Associate regarding PHI content of specific items in storage, and any other details regarding such PHI necessary for Business Associate's performance of this BAA.**


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1. **Definitions:**

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

a. "Breach" shall have the same meaning as set forth in 45 CFR §164.402.

b. "Business Associate" shall mean the Business Associate entity identified above to the extent it receives, maintains, or transmits Protected Health Information in delivering Services to Customer.

c. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996.

d. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR §160 and §164, Subparts A and E.

e. "Protected Health Information" or "PHI" shall have the same meaning as the term 'protected health information' in 45 CFR §160.103 and shall be limited to the PHI created by Business Associate on behalf of Customer or received from or on behalf of Customer pursuant to the Services Agreement.

f. "Security Incident" shall have the same meaning as set forth in 45 CFR §164.304.

g. "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 CFR § 164, Subparts A and C.

h. "HITECH Act" shall mean the applicable provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and including any implementing regulations.

2. **Obligations and Activities of Business Associate.**

a. Business Associate agrees to not Use or further Disclose PHI other than as permitted or required by this BAA or as required by law.
b. Business Associate agrees to use appropriate safeguards designed to prevent Uses or Disclosures of the PHI other than as provided for by this BAA or the Services Agreement.
c. Business Associate agrees to implement and maintain procedures that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI, and consistent with and as required of business associates by the HIPAA Rules. However, it shall be the responsibility of Customer and not Business Associate to comply with requirements under 45 CFR §164.312 to implement encryption or decryption mechanisms for electronic PHI maintained on physical media (e.g. tapes) stored by Business Associate.
d. Business Associate agrees to report to Customer any Security Incident, Breach, or other Use or Disclosure of PHI of which it becomes aware that is not permitted or required by this BAA or the Services Agreement. In the event of a Breach, such notification shall be made in accordance with and as required of a business associate by the HIPAA Rules, including without limitation pursuant to 45 CFR 164.410. Business Associate will provide reasonable assistance and cooperation in the investigation of any such Breach and shall document the specific Deposits which have been compromised, the identity of any unauthorized third party who may have accessed or received the PHI, if known, and any actions that have been taken by Business Associate to mitigate the effects of such Breach.
e. Business Associate agrees to require any agent or subcontractor, to whom it delivers PHI for the purposes of assisting in providing services pursuant to the Services Agreement, to enter into a written agreement requiring such agent or subcontractor to provide privacy and security protections to such PHI at least as stringent as those required of Business Associate through this BAA.
f. If Business Associate has custody of PHI in a Designated Record Set with respect to Individuals, and if Customer so requests, Business Associate agrees to provide access to such PHI to Customer by retrieving such

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PHI in accordance with the terms and conditions of the Services Agreement, so the Customer may respond to an Individual in order to meet the requirements of 45 CFR §164.524.

g. Business Associate agrees that if an amendment to PHI in a Designated Record Set is required, if Business Associate has custody of PHI in a Designated Record Set with respect to Individuals, and if Customer instructs Business Associate to retrieve such PHI in accordance with the Services Agreement, Business Associate shall perform such service so that Customer may make any amendment to such PHI as may be required by either Customer or an Individual pursuant to 45 CFR §164.526.
h. Business Associate agrees to make its internal practices, books and records relating solely to the Use and Disclosure of PHI, available to the Secretary, upon Customer's request and with not less than ten (10) days advance written notification, so the Customer may meet the requirements under 45 CFR §160.310.
i. Business Associate agrees to document and make available to Customer Disclosures of PHI and information related to such Disclosures provided that Customer has provided Business Associate with information sufficient to enable Business Associate to know which records or data received from or on behalf of Customer by Business Associate contain PHI. The documentation of Disclosures shall contain such information as would be required for Customer to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528 or other provisions of the HIPAA Rules.

3. **Permitted Uses and Disclosures by Business Associate.** Except as otherwise limited in this BAA, Business Associate may (1) Use or Disclose PHI to perform Services for, or on behalf of Customer pursuant to the Services Agreement; (2) Use PHI for the proper management and administration of Business Associate; or (3) Use or Disclose PHI to carry out Business Associate's legal responsibilities.

4. **Obligations of Customer.**

a. Customer shall not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Customer or Business Associate. Customer shall not direct Business Associate to act in a manner that would not be compliant with the HIPAA Rules.
b. This BAA shall only apply to PHI stored by Business Associate in the USA for Customer pursuant to the Services Agreement.
c. Customer shall notify Business Associate of any limitation(s) in its notice of privacy practices of Customer in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.
d. Customer shall notify Business Associate of any changes in, or revocation of, permission by Individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
e. Customer shall notify Business Associate in writing of any restriction to the Use or Disclosure of PHI that Customer has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.
f. Customer agrees that it will respond to a Covered Entity's or Individual's request for an accounting of disclosures of electronic health records under 45 CFR §164.528 in accordance with Section 13405(c)(3)(A) of the HITECH Act.

5. **Term and Termination.**

a. Term. The Term shall commence as of the Effective Date set forth above and shall terminate upon the later to occur of (i) the expiration of the Service Agreement, or (ii) when all PHI provided by Customer to Business Associate is destroyed or returned to Customer, or (iii) if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section 5(c).
b. Termination for Cause. Upon a party's knowledge of a material breach of the BAA by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach. If the breaching party does not cure the breach within thirty (30) days, following the breaching party's receipt of a written notice from the non-breaching party setting forth the details of such material breach, then the non-breaching party shall have the right to terminate this BAA and the Services Agreement according to the terms of the

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Services Agreement, or, if termination is not feasible, shall report the problem to the Secretary of Health and Human Services.

c. Effect of Termination.
   i. Except as provided in Section 5.c.ii. below, upon termination of this BAA, for any reason, Business Associate shall, if feasible, return or destroy all PHI received from Customer in accordance with the Services Agreement. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
   ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Customer notification of the conditions that make return or destruction infeasible. Upon notice to Customer, Business Associate shall extend the protections of this BAA to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI pursuant to the terms of the Services Agreement.

**6. Miscellaneous.**

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

| **Customer** | | **Iron Mountain Information Management, LLC** | |
|---|---|---|---|
| **By:** | *(Signature)* | **By:** | *(Signature)* |
| **Name:** | Wesley W. Baysinger | **Name:** | Rod Castellanos |
| **Title:** | CPO | **Title:** | Vice President |
| **Date:** | 11/20/15 | **Date:** | Dec 2, 2015 |


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