

**FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment") is made and entered into this 16th day of November, 2021, by and between COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY"), and MetaSource, LLC., a Delaware limited liability company, whose address is 1235 North Grove Street, Anaheim, CA 92806 ("CONTRACTOR").

**WITNESSETH:**

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. A-19-287 ("Agreement") effective June 4, 2019, pursuant to which CONTRACTOR agreed to provide scanning and digitizing services to digitize COUNTY's inventory of physical records; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to increase the total compensation amount in order to purchase additional document digitization products and services to meet the needs of additional County departments, and add language regarding the Health Insurance Accountability and Portability Act.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. Section 1 – "OBLIGATIONS OF THE CONTRACTOR" of the Agreement, shall be amended to add the following Subsection E – "Data Security":

"E. Data Security – CONTRACTOR shall comply with all obligations in the attached Exhibit C – Data Security, which is incorporated by this reference."

2. Exhibit "B" to this Agreement shall be deleted in its entirety, and replaced with the attached Exhibit B – "Task Pricing", which is incorporated by this reference.

3. The Agreement shall be amended to include the attached Exhibit C – "Data Security".

4. Section 5 – "COMPENSATION/INVOICING" of the Agreement, is deleted in its entirety, and replaced with the following:

"COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation

1 as described in Exhibit B for services engaged from time-to-time under the Agreement.  
2 CONTRACTOR shall submit monthly invoices in triplicate to the County of Fresno Department of  
3 Internal Services Business Office, 333 W. Pontiac Way, Clovis, CA 93612.

4 In no event shall compensation paid for services performed under this Agreement for all  
5 services engaged exceed \$3,000,000 during the potential extended term of this Agreement. It is  
6 understood that all expenses incidental to CONTRACTOR'S performance of services under this  
7 Agreement shall be borne by CONTRACTOR.”

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9 5. Section 10 – “INSURANCE”, Subsection C – “Professional Liability” of the Agreement,  
10 is deleted in its entirety, and replaced with the following:

11 “C Professional Liability – If CONTRACTOR employs licensed professional staff, (e.g.,  
12 Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of  
13 not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars  
14 (\$3,000,000.00) annual aggregate. CONTRACTOR agrees that it shall maintain, at its sole expense, in  
15 full force and effect for a period of three (3) years following the termination of this Agreement, one or  
16 more policies of professional liability insurance with limits of coverage as specified herein.”

17  
18 6. Section 10 – “INSURANCE” of the Agreement, shall be amended to add the following  
19 Subsection E – “Cyber Liability”:

20 “E. Cyber Liability – Cyber Liability Insurance, with limits not less than \$2,000,000 per  
21 occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the  
22 duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not  
23 be limited to, claims involving infringement of intellectual property, including but not limited to  
24 infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft,  
25 damage to or destruction of electronic information, release of private information, alteration of  
26 electronic information, extortion and network security. The policy shall provide coverage for breach  
27 response costs as well as regulatory fines and penalties as well as credit monitoring expenses with  
28 limits sufficient to respond to these obligations.”

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7. Section 10 – “INSURANCE” of the Agreement, shall be amended to add the following Subsection F – “Technology Professional Liability”:

“F. Technology Professional Liability – Technology professional liability (errors and omissions), including cyber liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

Definition of Cyber Risks: “Cyber Risks” include but are not limited to (i) Security Breaches, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) breach of any of the Contractor’s obligations under Section 1 of this Agreement; (iii) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (iv) invasion of privacy, including release of private information; (v) information theft; (vi) damage to or destruction or alteration of electronic information; (vii) extortion related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; (viii) network security; (ix) data breach response costs, including Security Breach response costs; (x) regulatory fines and penalties related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; and (xi) credit monitoring expenses.”

8. Section 12 – “NOTICES” of the Agreement, starting on page 10, line 19, and ending on page 10, line 21, with the number "92807", shall be amended to state the following:

<b>COUNTY</b>	<b>CONTRACTOR</b>
COUNTY OF FRESNO	MetaSource LLC

Director of Internal Services/CIO	Hal Radjai
333 W. Pontiac Way	1235 North Grove Street
Clovis, CA 93612	Anaheim, CA 92806

9. Section 16 – “CONFIDENTIALITY” shall be added to the Agreement as follows:

“16. CONFIDENTIALITY

All services performed by CONTRACTOR under this Agreement shall be in strict conformity with all applicable Federal, State of California, and/or local laws and regulations relating to confidentiality.”

10. Section 17 – “HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT” shall be added to the Agreement as follows:

“17. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

A. The parties to this Agreement shall be in strict conformance with all applicable Federal and State of California laws and regulations, including, but not limited to, Sections 5328, 10850, and 14100.2 et seq. of the Welfare and Institutions Code, Sections 2.1 and 431.300 et seq. of Title 42, Code of Federal Regulations (CFR), Section 56 et seq. of the Civil Code, and the Health Insurance Portability and Accountability Act (HIPAA), including, but not limited to, Section 1320(D) et seq. of Title 42, United States Code (USC) and its implementing regulations, including, but not limited to Title 45, CFR, Sections 142, 160, 162, and 164, The Health Information Technology for Economic and Clinical Health Act (HITECH), regarding the confidentiality and security of patient information, and the Genetic Information Nondiscrimination Act (GINA) of 2008 regarding the confidentiality of genetic information, in each case to the extent applicable to the respective party in relation to this Agreement. Terms used in this Section 17 not otherwise defined in this Agreement shall have the same meaning as those terms under 45 CFR 160 and 164.

Except as otherwise provided in this Agreement, CONTRACTOR, as a Business Associate of COUNTY, may use or disclose Protected Health Information (PHI) as permitted or required to perform functions, activities or services for or on behalf of COUNTY, as specified in this Agreement, including in the Services Agreement, and any Service Orders between the parties. The

1 uses and disclosures of PHI may not be more expansive than those applicable to COUNTY, as the  
2 "Covered Entity" under the HIPAA Privacy Rule (45 CFR 164.500 et seq), except for proper  
3 management and administration or to carry out legal responsibilities of the Business Associate and to  
4 provide data aggregation services relating to the healthcare operations of the COUNTY.

5 B. CONTRACTOR, including its subcontractors and employees, shall use  
6 appropriate safeguards, and comply with Subpart C of 45 CFR 164, to protect electronic PHI from  
7 unauthorized access, use, or disclosure. This pertains to the electronic PHI of any and all persons  
8 receiving services pursuant to a COUNTY funded program. This requirement applies to electronic PHI.  
9 CONTRACTOR shall not use such identifying information or genetic information for any purpose other  
10 than carrying out CONTRACTOR's obligations, or as otherwise permitted, under this Agreement,  
11 including the Services Agreement and any Service Orders.

12 C. CONTRACTOR, including its subcontractors and employees, shall not disclose  
13 any PHI to any person or entity, except as otherwise specifically permitted by this Agreement,  
14 including the Services Agreement, or any Service Orders, authorized by Subpart E of 45 CFR Part 164  
15 or other law, required by the Secretary, or authorized by the client/patient in writing. In using or  
16 disclosing PHI that is permitted by this Agreement or authorized by law, CONTRACTOR shall make  
17 reasonable efforts to limit PHI to the minimum necessary to accomplish intended purpose of use,  
18 disclosure, or request.

19 D. For purposes of the above sections, individually identifying health information  
20 shall have the meaning set forth in 45 CFR Part 160.

21 E. For purposes of the above sections, genetic information shall have the meaning  
22 set forth in GINA, and includes genetic tests of family members of an individual or individual,  
23 manifestation of disease or disorder of family members of an individual, or any request for or receipt  
24 of, genetic services by individual or family members. Family member means a dependent or any  
25 person who is first, second, third, or fourth degree relative.

26 F. CONTRACTOR shall provide access, at the request of COUNTY, and without  
27 undue delay, to PHI in a designated record set (as defined in 45 CFR Section 164.501), to an  
28 individual or to COUNTY in order to meet the requirements of 45 CFR Section 164.524 regarding

1 access by individuals to their PHI. With respect to individual requests received directly by  
2 CONTRACTOR, CONTRACTOR will promptly forward the request to the COUNTY so that the  
3 COUNTY may satisfy its obligations under 45 CFR 164.524.

4 CONTRACTOR shall make any amendment(s) to PHI in a designated record set  
5 at the request of COUNTY, and without undue delay, in accordance with 45 CFR Section 164.526. If  
6 CONTRACTOR receives a request for amendment directly from an individual, CONTRACTOR will  
7 promptly forward the request to the COUNTY so that the COUNTY may satisfy its obligations under 45  
8 CFR 164.526.

9 CONTRACTOR shall provide to COUNTY or to an individual, in a time and  
10 manner designated by COUNTY, information collected in accordance with 45 CFR Section 164.528, to  
11 permit COUNTY to respond to a request by the individual for an accounting of disclosures of PHI in  
12 accordance with 45 CFR Section 164.

13 G. CONTRACTOR shall report to COUNTY, in writing, any knowledge or  
14 reasonable belief that there has been unauthorized access, viewing, use, disclosure, security incident,  
15 or Breach of unsecured PHI not permitted by this Agreement of which it becomes aware, without  
16 undue delay and in no case later than five (5) business days of discovery. Such notification shall be  
17 made to COUNTY's Information Security Officer (whose contact information is set forth below). The  
18 notification shall include, to the extent possible, a description of the breach.

19 To the extent caused by CONTRACTOR, CONTRACTOR shall take prompt  
20 corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure  
21 required by applicable Federal and State Laws and regulations. CONTRACTOR shall investigate such  
22 breach and assist COUNTY with providing all notifications required by law and regulation, and shall  
23 provide a written report of the investigation and reporting required to COUNTY's Information Security  
24 Officer. This written investigation and description of any reporting necessary shall be postmarked  
25 within the thirty (30) working days of the discovery of the breach to the addresses below:

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County of Fresno Internal Services Department
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Information Security Officer
(559) 600-5800
333 W. Pontiac Way
Clovis, CA 93612

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H. CONTRACTOR shall maintain its internal practices, books, and records relating to the use and disclosure of PHI received from COUNTY, or created or received by the CONTRACTOR on behalf of COUNTY, in compliance with HIPAA's Privacy Rule, including, but not limited to the requirements set forth in Title 45, CFR, Sections 160 and 164. CONTRACTOR shall make its internal practices, books, and records relating to the use and disclosure of PHI received from COUNTY, or created or received by the CONTRACTOR on behalf of COUNTY, available to the United States Department of Health and Human Services (Secretary) as required under HIPAA for purposes of determining compliance with HIPAA.

CONTRACTOR shall cooperate with the compliance and investigation reviews conducted by the Secretary. PHI access to the Secretary must be provided during the CONTRACTOR's normal business hours or as may be otherwise required by law. Upon the Secretary's compliance or investigation review, if PHI is unavailable to CONTRACTOR and in possession of a Subcontractor, it must certify efforts to obtain the information to the Secretary.

I. Safeguards

CONTRACTOR shall implement administrative, physical, and technical safeguards as required by the HIPAA Security Rule, Subpart C of 45 CFR 164, that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives, maintains or transmits on behalf of COUNTY and to prevent unauthorized access, viewing, use, disclosure, or breach of PHI other than as provided for by this Agreement. CONTRACTOR shall conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidential, integrity and availability of electronic PHI. CONTRACTOR shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of CONTRACTOR's

1 operations and the nature and scope of its activities. Upon COUNTY's request, CONTRACTOR shall  
2 provide COUNTY with information concerning such safeguards.

3 CONTRACTOR shall implement strong access controls and other security  
4 safeguards and precautions in order to restrict logical and physical access to confidential, personal  
5 (e.g., PHI) or sensitive data to authorized users only. Said safeguards and precautions shall include  
6 the following administrative and technical password controls for all systems used to process or store  
7 confidential, personal, or sensitive data:

8 1. Passwords must not be:  
9 a. Shared or written down where they are accessible or  
10 recognizable by anyone else; such as taped to computer screens, stored under keyboards, or visible in  
11 a work area;

12 b. A dictionary word; or  
13 c. Stored in clear text

14 2. Passwords must be:  
15 a. Eight (8) characters or more in length;  
16 b. Changed every ninety (90) days;  
17 c. Changed immediately if revealed or compromised; and  
18 d. Composed of characters from at least three of the following four  
19 groups from the standard keyboard:

20 1. Upper case letters (A-Z);  
21 2. Lowercase letters (a-z);  
22 3. Arabic numerals (0 through 9); and  
23 4. Non-alphanumeric characters (punctuation symbols).

24 CONTRACTOR shall implement the following security controls on each  
25 workstation or portable computing device (e.g., laptop computer) containing confidential,  
26 personal, or sensitive data:

27 1. Network-based firewall and/or personal firewall;  
28 2. Continuously updated anti-virus software; and



1 3. Patch management process including installation of all operating  
2 system/software vendor security patches.

3 CONTRACTOR shall utilize a commercial encryption solution that has received  
4 FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable  
5 electronic media (including, but not limited to, compact disks and thumb drives) and on portable  
6 computing devices (including, but not limited to, laptop and notebook computers).

7 CONTRACTOR shall not transmit confidential, personal, or sensitive data via e-  
8 mail or other internet transport protocol unless the data is encrypted by a solution that has been  
9 validated by the National Institute of Standards and Technology (NIST) as conforming to the Advanced  
10 Encryption Standard (AES) Algorithm. CONTRACTOR must apply appropriate sanctions against its  
11 employees who fail to comply with these safeguards. CONTRACTOR must adopt procedures for  
12 terminating access to PHI when employment of employee ends.

13 J. Mitigation of Harmful Effects

14 CONTRACTOR shall mitigate, to the extent practicable, any harmful effect that  
15 is suspected or known to CONTRACTOR of an unauthorized access, viewing, use, disclosure, or  
16 breach of PHI by CONTRACTOR or its subcontractors in violation of the requirements of these  
17 provisions. CONTRACTOR must document suspected or known harmful effects and the outcome.

18 K. Contractor's Subcontractors

19 CONTRACTOR shall ensure that any of its contractors, including  
20 subcontractors, if applicable, to whom CONTRACTOR provides PHI received from or created or  
21 received by CONTRACTOR on behalf of COUNTY, agree to the same restrictions, safeguards, and  
22 conditions that apply to CONTRACTOR with respect to such PHI and to incorporate, when applicable,  
23 the relevant provisions of these provisions into each subcontract or sub-award to such agents or  
24 subcontractors.

25 L. Employee Training and Discipline

26 CONTRACTOR shall train and use reasonable measures to ensure compliance  
27 with the requirements of these provisions by employees who assist in the performance of functions or  
28 activities on behalf of COUNTY under this Agreement, and use or disclose PHI and discipline such

1 employees who intentionally violate any provisions of these provisions, including termination of  
2 employment.

3 M. Termination for Cause

4 Upon COUNTY's knowledge of a material breach of these provisions by  
5 CONTRACTOR, COUNTY shall either:

6 1. Provide written notice to CONTRACTOR and an opportunity for  
7 CONTRACTOR to cure the breach or end the violation within 30 days' from the date of notice and  
8 terminate this Agreement if CONTRACTOR does not cure the breach or end the violation within such  
9 30 day time period or longer time specified by COUNTY; or

10 2. Immediately terminate this Agreement upon written notice to  
11 CONTRACTOR if CONTRACTOR has breached a material term of these provisions and cure is not  
12 possible.

13 3. If neither cure nor termination is feasible, and such breach results in the  
14 unauthorized use, disclosure, alteration or destruction of PHI, the COUNTY Privacy Officer shall report  
15 the violation to the Secretary of the U.S. Department of Health and Human Services.

16 N. Judicial or Administrative Proceedings

17 COUNTY may terminate this Agreement in accordance with the terms and  
18 conditions of this Agreement as written hereinabove, if: (1) CONTRACTOR is found guilty in a criminal  
19 proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or (2) a finding or  
20 stipulation that the CONTRACTOR has violated a privacy or security standard or requirement of the  
21 HITECH Act, HIPAA; or other security or privacy laws applicable to CONTRACTOR in an  
22 administrative or civil proceeding in which the CONTRACTOR is a party.

23 O. Effect of Termination

24 Upon termination or expiration of this Agreement for any reason,  
25 CONTRACTOR shall promptly return or destroy all PHI received from COUNTY (or created or  
26 received by CONTRACTOR on behalf of COUNTY) that CONTRACTOR still maintains in any form,  
27 and shall retain no copies of such PHI. If return or destruction of PHI is not feasible or is needed for  
28 CONTRACTOR's business or administrative purposes or for compliance with law, it shall continue to

1 extend the protections of these provisions to such information, and limit further use of such PHI to  
2 those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to  
3 PHI that is in the possession of subcontractors or agents, if applicable, of CONTRACTOR. If  
4 CONTRACTOR destroys the PHI data, a certification of date and time of destruction shall be provided  
5 to the COUNTY by CONTRACTOR.

6 P. Disclaimer

7 COUNTY makes no warranty or representation that compliance by  
8 CONTRACTOR with these provisions, the HITECH Act, HIPAA, or the HIPAA regulations will be  
9 adequate or satisfactory for CONTRACTOR's own purposes, or that any information in  
10 CONTRACTOR's possession or control, or transmitted or received by CONTRACTOR, is or will be  
11 secure from unauthorized access, viewing, use, disclosure, or breach. CONTRACTOR is solely  
12 responsible for all decisions made by CONTRACTOR regarding the safeguarding of PHI.

13 Q. Amendment

14 The parties acknowledge that Federal and State laws relating to electronic data  
15 security and privacy are rapidly evolving, and that amendment of these provisions may be required to  
16 provide for procedures to ensure compliance with such developments. The parties specifically agree to  
17 take such action as is necessary to amend this Agreement in order to implement the standards and  
18 requirements of HIPAA, the HIPAA regulations, the HITECH Act, and other applicable laws relating to  
19 the security or privacy of PHI. COUNTY may terminate this Agreement upon thirty (30) days written  
20 notice in the event that CONTRACTOR does not enter into an amendment providing assurances  
21 regarding the safeguarding of PHI that COUNTY, in its sole discretion, deems sufficient to satisfy the  
22 standards and requirements of HIPAA, the HIPAA regulations, and the HITECH Act.

23 R. No Third-Party Beneficiaries

24 Nothing express or implied in the terms and conditions of these provisions is  
25 intended to confer, nor shall anything herein confer, upon any person other than COUNTY or  
26 CONTRACTOR and their respective successors or assignees, any rights, remedies, obligations, or  
27 liabilities whatsoever.

28 S. Interpretation

1                   The terms and conditions in these provisions shall be interpreted as broadly as  
2 necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws.  
3 The parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved  
4 in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

5                   T.     Regulatory References

6                   A reference in the terms and conditions of these provisions to a section in the  
7 HIPAA regulations means the section as in effect or as amended.

8                   U.     Survival

9                   The respective rights and obligations of CONTRACTOR as stated in this Section  
10 shall survive the termination or expiration of this Agreement.

11                  V.     No Waiver of Obligations

12                  No change, waiver or discharge of any liability or obligation hereunder on any  
13 one or more occasions shall be deemed a waiver of performance of any continuing or other obligation,  
14 or shall prohibit enforcement of any obligation on any other occasion.”

15  
16                  COUNTY and CONTRACTOR agree that this First Amendment is sufficient to amend the  
17 Agreement and, that upon execution of this First Amendment, the Agreement and this First  
18 Amendment together shall be considered the Agreement.

19                  The Agreement, as hereby amended, is ratified and continued. All provisions, terms,  
20 covenants, conditions, and promises contained in the Agreement and not amended herein shall  
21 remain in full force and effect.

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EXECUTED AND EFFECTIVE as of the date first above set forth.

**CONTRACTOR**  
**MetaSource, LLC**

DocuSigned by:  
*Randy Powell*

Randy Powell, Vice President

67 West 13490 South, Suite 300  
Draper, Utah 84020

**COUNTY OF FRESNO**

Steve Brandau, Chairman of the Board of  
Supervisors of the County of Fresno

**ATTEST:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By:   
Deputy

**FOR ACCOUNTING USE ONLY:**

Fund: Various  
Subclass: Various  
Org: Various  
Account: Various

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Exhibit B  
Shown in Landscape Format for Readability and Attached

### Exhibit B – Task Pricing

Standard Processing Costs Tasks	Task Description	Cost Factor	Cost	Cost (27% increase effective 06/04/22)	Cost (7.1% increase effective 06/04/23)	Contractor's Comments
Small format scanning	8.5" x 11"	Per Image	\$0.0279	\$0.0354	\$0.0379	Services originally engaged under Agreement No. 19-287 of June 18, 2019.
Small format scanning	11" x 14"	Per Image	\$0.0279	\$0.0354	\$0.0379	Services originally engaged under Agreement No. 19-287 of June 18, 2019.
Small format scanning	Miscellaneous other items including fragile, confidential, and/or pocket folders.	Per Image	\$0.0279	\$0.0354	\$0.0379	Services originally engaged under Agreement No. 19-287 of June 18, 2019.
	Content destruction		No Charge	No Charge	No Charge	
	Document storage in excess of 90 days (not to exceed 180 days)		\$0.28 per box per month	\$0.36 per box per month	\$0.38 per box per month	
Records Imaging Services—Offsite	Cost of offsite standard imaging services for documents. Digital files delivered to the Participating Entity shall be compatible with its CMS, DMS, or other digital storage repository, and include an associated index of metadata for import and retrieval purposes	Per image	\$0.025	\$0.032	\$0.034	This fee will apply to any project beyond the current SOW. The price includes scanning at 300 dpi, auto-population of multiple fields with County-provided metadata, single pass OCR, and 60 days of storage.
Document preparation	Prepare documents for scanning and digitizing by removing staples and other bindings, and by inspecting and repairing pages as needed. Insertion of targets	Per hour	\$29.50	\$37.47	\$40.13	This fee will apply to any project beyond the current SOW. Upon completion of proof of concept (POC), Contractor will establish a "not to exceed" rate per
Pickup of Boxes	Pallets picked up	Per load	\$500.00	\$635.00	\$680.09	This fee will apply to any project beyond the current SOW. Up to 4 pallets = 160 boxes
Indexing	Associated index values up to 15 characters	Field	\$0.15	\$0.19	\$0.20	This will apply For any project beyond the current SOW.
Pre-pickup preparation	Cost to perform pre-production preparation and packing of documents for imaging for transfer to the vendor's work site (includes indexing the files being packed).	Per hour	\$37.50	\$47.63	\$51.01	This fee applies if Contractor is required to remove boxes from shelves, palletize and shrink wrap boxes.

Store and maintain records during production phase	Cost to store and maintain files in a climate-controlled, secure storage space with fire and burglar alarm protections until the Participating Entity has reviewed the imaged and digitized documents for quality control purposes.	Per box per month	Included	Included	Included	Up to 60 days post image upload
Box and records Destruction post Scan	Paper shred and recycled	Per box	Waived	Waived	Waived	No charge if the County requests the service
Image QC	100% Quality Check for all paper to image conversion	Per image	\$0.0387	\$0.0491	\$0.0526	Paper to Image QC process: beyond Image QC, this process compares original physical paper to image.
Large format scanning	300dpi in color	Per drawing	\$1.42	\$1.80	\$1.93	
Large format scanning – fragile or poor condition	300dpi in color	Per drawing	\$2.89	\$3.67	\$3.93	Additional special handling fees may apply
Special handling	Cost of imaging fragile documents or other categories of documents that require special processing.	Per hour	\$29.50	\$37.47	\$40.13	Specific to document processing, these charges apply to all pre-prep services that are beyond the scope of standard document preparation, i.e., removing files from shelves, file handling, re-placing files onto shelves, older fragile drawings etc.
Microfilm	Cost to Digitize 16MM microfilm.	Per image	\$0.0095	\$0.01207	\$0.01292	
Microfiche	Cost to Digitize Microfiche.	Per fiche	\$4.05	\$5.14	\$5.51	
Manifest Fee	Cost of Data capture/indexing.	Per File	\$0.55	\$0.70	\$0.75	Description Manual capture of missing Manifest data. Additionally, said Manifest Fee is being added to invoicing pertinent to original contract 19-287 services to address County omitted Manifest as agreed under contract 19-287.

**Note:** These rates are based on standard projects. After the County submits a supplemental request to perform work beyond initial contract scope, and upon the completion of requirements gathering by MetaSource, MetaSource shall submit a “Preliminary Budgeting Pricing” relative to such supplemental request to the County, MetaSource reserves the right to adjust pricing (decrease or increase) per the specific scope, based on mutual written agreement from the County executed by the parties at the time of engagement to perform the supplemental service. The “Preliminary Budgetary Pricing” is based upon the current agreement with the County. Pricing will be confirmed following the “Proof of Concept” (POC). Should documents vary from initial the sampling, MetaSource will advise the County of any variance in preparation time required (additional fees may apply).



**Exhibit C**  
**“Data Security”**

1           **A. Definitions.**

2           Capitalized terms used in this Exhibit C have the meanings set forth in this section A.

3           **“Authorized Employees”** means CONTRACTOR’s employees who have access to  
4 Personal Information.

5           **“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any  
6 and all of CONTRACTOR’s subcontractors, representatives, agents, outsourcers, and  
7 consultants, and providers of professional services to CONTRACTOR, who have access to  
8 Personal Information and are bound by law or in writing by confidentiality obligations  
9 sufficient to protect Personal Information in accordance with the terms of this Exhibit C.

10           **“Director”** means COUNTY’s Director of Internal Services-Chief Information Officer  
11 or his or her designee.

12           **“Disclose”** or any derivative of that word means to disclose, release, transfer,  
13 disseminate, or otherwise provide access to or communicate all or any part of any Personal  
14 Information orally, in writing, or by electronic or any other means to any person.

15           **“Person”** means any natural person, corporation, partnership, limited liability  
16 company, firm, or association.

17           **“Personal Information”** means any and all information, including any data,  
18 provided, or to which access is provided, to CONTRACTOR by or upon the authorization of  
19 COUNTY, under this Agreement, including but not limited to vital records, that: (i) identifies,  
20 describes, or relates to, or is associated with, or is capable of being used to identify,  
21 describe, or relate to, or associate with, a person (including, without limitation, names,  
22 physical descriptions, signatures, addresses, telephone numbers, e-mail addresses,  
23 education, financial matters, employment history, and other unique identifiers, as well as  
24 statements made by or attributable to the person); (ii) is used or is capable of being used to  
25 authenticate a person (including, without limitation, employee identification numbers,  
26 government-issued identification numbers, passwords or personal identification numbers  
27 (PINs), financial account numbers, credit report information, answers to security questions,  
28 and other personal identifiers); or is personal information within the meaning of California

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1 Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information  
2 does not include publicly available information that is lawfully made available to the general  
3 public from federal, state, or local government records.

4 **“Privacy Practices Complaint”** means a complaint received by COUNTY relating  
5 to CONTRACTOR’s (or any Authorized Person’s) privacy practices, or alleging a Security  
6 Breach. Such complaint shall have sufficient detail to enable CONTRACTOR to promptly  
7 investigate and take remedial action under this Exhibit C.

8 **“Security Safeguards”** means physical, technical, administrative or organizational  
9 security procedures and practices put in place by CONTRACTOR (or any Authorized  
10 Persons) that relate to the protection of the security, confidentiality, value, or integrity of  
11 Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in  
12 subsection C.(5) of this Exhibit C.

13 **“Security Breach”** means (i) any act or omission that compromises either the  
14 security, confidentiality, value, or integrity of any Personal Information or the Security  
15 Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or  
16 destruction of, or any corruption of or damage to, any Personal Information.

17 **“Use”** or any derivative thereof means to receive, acquire, collect, apply, manipulate,  
18 employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal  
19 Information.

20 **B. Standard of Care.**

21 (1) CONTRACTOR acknowledges that, in the course of its engagement by COUNTY  
22 under this Agreement, CONTRACTOR, or any Authorized Persons, may Use Personal  
23 Information only as permitted in this Agreement.

24 (2) CONTRACTOR acknowledges that Personal Information is deemed to be  
25 confidential information of, or owned by, COUNTY (or persons from whom COUNTY  
26 receives or has received Personal Information) and is not confidential information of, or  
27 owned or by, CONTRACTOR, or any Authorized Persons. CONTRACTOR further  
28 acknowledges that all right, title, and interest in or to the Personal Information remains in

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1 COUNTY (or persons from whom COUNTY receives or has received Personal Information)  
2 regardless of CONTRACTOR’s, or any Authorized Person’s, Use of that Personal  
3 Information.

4 (3) CONTRACTOR agrees and covenants in favor of COUNTY that CONTRACTOR  
5 shall: (i) keep and maintain all Personal Information in strict confidence, using such degree  
6 of care under this Subsection B as is reasonable and appropriate to avoid a Security  
7 Breach; (ii) Use Personal Information exclusively for the purposes for which the Personal  
8 Information is made accessible to CONTRACTOR pursuant to the terms of this Exhibit C;  
9 (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information  
10 for CONTRACTOR’s own purposes or for the benefit of anyone other than COUNTY,  
11 without COUNTY’s express prior written consent, which the COUNTY may give or withhold  
12 in its sole and absolute discretion; and (iv) not, directly or indirectly, Disclose Personal  
13 Information to any person (an “Unauthorized Third Party”) other than Authorized Persons  
14 pursuant to this Agreement, without the Director’s and the Recorder’s express prior written  
15 consent.

16 Notwithstanding the foregoing paragraph, in any case in which CONTRACTOR  
17 believes it, or any Authorized Person, is required to disclose Personal Information to  
18 government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may  
19 be required by applicable law, Contractor shall (a) immediately notify COUNTY of the  
20 specific demand for, and legal authority for the disclosure, including providing County with a  
21 copy of any notice, discovery demand, subpoena, or order, as applicable, received by  
22 CONTRACTOR, or any Authorized Person, from any government regulatory authorities, or  
23 in relation to any legal proceeding, and (b) promptly notify COUNTY before such Personal  
24 Information is offered by CONTRACTOR for such disclosure so that COUNTY may have  
25 sufficient time to obtain a court order or take any other action COUNTY may deem  
26 necessary to protect the Personal Information from such disclosure, and CONTRACTOR  
27 shall cooperate with COUNTY to minimize the scope of such disclosure of such Personal  
28 Information.

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“Data Security”**

1           CONTRACTOR shall remain liable to COUNTY for the actions and omissions of any  
2 Unauthorized Third Party concerning its Use of such Personal Information as if they were  
3 CONTRACTOR’s own actions and omissions.

4           **C. Information Security.**

5           (1) CONTRACTOR covenants, represents and warrants to COUNTY that  
6 Contractor’s Use of Personal Information under this Agreement does and shall at all times  
7 comply with all applicable federal, state, and local, privacy and data protection laws, as well  
8 as all other applicable regulations and directives, including but not limited to California Civil  
9 Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly  
10 Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with  
11 section 1747). If CONTRACTOR Uses credit, debit or other payment cardholder information,  
12 CONTRACTOR shall at all times remain in compliance with the Payment Card Industry Data  
13 Security Standard (“PCI DSS”) requirements, including remaining aware at all times of  
14 changes to the PCI DSS and promptly implementing and maintaining all procedures and  
15 practices as may be necessary to remain in compliance with the PCI DSS, in each case, at  
16 CONTRACTOR’s sole cost and expense.

17           (2) CONTRACTOR covenants, represents and warrants to COUNTY that, as of the  
18 Effective Date, CONTRACTOR has not received notice of any violation of any privacy or  
19 data protection laws, as well as any other applicable regulations or directives, and is not the  
20 subject of any pending legal action or investigation by, any government regulatory authority  
21 regarding same.

22           (3) Without limiting CONTRACTOR’s obligations under subsection C.(1) of this  
23 Exhibit C, CONTRACTOR’s (or Authorized Person’s) Security Safeguards shall be no less  
24 rigorous than accepted industry practices and, at a minimum, include the following: (i)  
25 limiting Use of Personal Information strictly to CONTRACTOR’s and Authorized Persons’  
26 technical and administrative personnel who are necessary for the CONTRACTOR’s, or  
27 Authorized Persons’, Use of the Personal Information pursuant to this Agreement; (ii)  
28 ensuring that all of CONTRACTOR’s connectivity to County computing systems will only be

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1 through COUNTY’s security gateways and firewalls, and only through security procedures  
2 approved upon the express prior written consent of the Director; (iii) to the extent that they  
3 contain or provide access to Personal Information, (a) securing business facilities, data  
4 centers, paper files, servers, back-up systems and computing equipment, operating  
5 systems, and software applications, including, but not limited to, all mobile devices and other  
6 equipment, operating systems, and software applications with information storage capability;  
7 (b) employing adequate controls and data security measures, both internally and externally,  
8 to protect (1) the Personal Information from potential loss or misappropriation, or  
9 unauthorized Use, and (2) the COUNTY’s operations from disruption and abuse; (c) having  
10 and maintaining network, device application, database and platform security; (d) maintaining  
11 authentication and access controls within media, computing equipment, operating systems,  
12 and software applications; and (e) installing and maintaining in all mobile, wireless, or  
13 handheld devices a secure internet connection, having continuously updated anti-virus  
14 software protection and a remote wipe feature always enabled, all of which is subject to  
15 express prior written consent of the Director; (iv) encrypting all Personal Information at  
16 advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher  
17 (a) stored on any mobile devices, including but not limited to hard disks, portable storage  
18 devices, or remote installation, or (b) transmitted over public or wireless networks (the  
19 encrypted Personal Information must be subject to password or pass phrase, and be stored  
20 on a secure server and transferred by means of a Virtual Private Network (VPN) connection,  
21 or another type of secure connection, all of which is subject to express prior written consent  
22 of the Director); (v) strictly segregating Personal Information from all other information of  
23 CONTRACTOR, including any Authorized Person, or anyone with whom CONTRACTOR or  
24 any Authorized Person deals so that Personal Information is not commingled with any other  
25 types of information; (vi) having a patch management process including installation of all  
26 operating system/software vendor security patches; (vii) maintaining appropriate personnel  
27 security and integrity procedures and practices, including, but not limited to, conducting  
28

**Exhibit C  
“Data Security”**

1 background checks of Authorized Employees consistent with applicable law; and (viii)  
2 providing appropriate privacy and information security training to Authorized Employees.

3 (4) During the term of each Authorized Employee’s employment by CONTRACTOR,  
4 CONTRACTOR shall cause such Authorized Employees to abide strictly by  
5 CONTRACTOR’s obligations under this Exhibit C. CONTRACTOR further agrees that it shall  
6 maintain a disciplinary process to address any unauthorized Use of Personal Information by  
7 any Authorized Employees.

8 (5) CONTRACTOR shall, in a secure manner, backup daily, or more frequently if it is  
9 CONTRACTOR’s practice to do so more frequently, Personal Information received from  
10 COUNTY, and the COUNTY shall have immediate, real time access, at all times, to such  
11 backups via a secure, remote access connection provided by CONTRACTOR, through the  
12 Internet.

13 (6) CONTRACTOR shall provide COUNTY with the name and contact information for  
14 each Authorized Employee (including such Authorized Employee’s work shift, and at least  
15 one alternate Authorized Employee for each Authorized Employee during such work shift)  
16 who shall serve as COUNTY’s primary security contact with CONTRACTOR and shall be  
17 available to assist COUNTY twenty-four (24) hours per day, seven (7) days per week as a  
18 contact in resolving CONTRACTOR’s and any Authorized Persons’ obligations associated  
19 with a Security Breach or a Privacy Practices Complaint.

**D. Security Breach Procedures.**

20  
21 (1) Immediately upon CONTRACTOR’s awareness or reasonable belief of a Security  
22 Breach, CONTRACTOR shall (a) notify the Director of the Security Breach, such notice to  
23 be given first by telephone at the following telephone number, followed promptly by email at  
24 the following email address: (559) 600-6200 / ematthews@fresnocountyca.gov (which  
25 telephone number and email address COUNTY may update by providing notice to  
26 CONTRACTOR), and (b) preserve all relevant evidence (and cause any affected Authorized  
27 Person to preserve all relevant evidence) relating to the Security Breach. The notification  
28 shall include, to the extent reasonably possible, the identification of each type and the extent

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1 of Personal Information that has been, or is reasonably believed to have been, breached,  
2 including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or  
3 modification, or any loss or destruction, corruption, or damage.

4 (2) Immediately following CONTRACTOR's notification to COUNTY of a Security  
5 Breach, as provided pursuant to subsection D.(1) of this Exhibit C, the Parties shall  
6 coordinate with each other to investigate the Security Breach. CONTRACTOR agrees to  
7 fully cooperate with COUNTY, including, without limitation: (i) assisting COUNTY in  
8 conducting any investigation; (ii) providing COUNTY with physical access to the facilities and  
9 operations affected; (iii) facilitating interviews with Authorized Persons and any of  
10 CONTRACTOR's other employees knowledgeable of the matter; and (iv) making available  
11 all relevant records, logs, files, data reporting and other materials required to comply with  
12 applicable law, regulation, industry standards, or as otherwise reasonably required by  
13 COUNTY. To that end, CONTRACTOR shall, with respect to a Security Breach, be solely  
14 responsible, at its cost, for all notifications required by law and regulation, or deemed  
15 reasonably necessary by COUNTY, and CONTRACTOR shall provide a written report of the  
16 investigation and reporting required to the Director within thirty (30) days after the  
17 CONTRACTOR's discovery of the Security Breach.

18 (3) County shall promptly notify CONTRACTOR of the Director's knowledge, or  
19 reasonable belief, of any Privacy Practices Complaint, and upon CONTRACTOR's receipt of  
20 notification thereof, CONTRACTOR shall promptly address such Privacy Practices  
21 Complaint, including taking any corrective action under this Exhibit C, all at  
22 CONTRACTOR's sole expense, in accordance with applicable privacy rights, laws,  
23 regulations and standards. In the event CONTRACTOR discovers a Security Breach,  
24 CONTRACTOR shall treat the Privacy Practices Complaint as a Security Breach. Within  
25 twenty-four (24) hours of CONTRACTOR's receipt of notification of such Privacy Practices  
26 Complaint, CONTRACTOR shall notify COUNTY whether the matter is a Security Breach, or  
27 otherwise has been corrected and the manner of correction, or determined not to require  
28 corrective action and the reason therefor.

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1           (4) CONTRACTOR shall take prompt corrective action to respond to and remedy any  
2 Security Breach and take mitigating actions, including but not limiting to, preventing any  
3 reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as  
4 a result of such incident, all at CONTRACTOR’s sole expense, in accordance with  
5 applicable privacy rights, laws, regulations and standards. CONTRACTOR shall reimburse  
6 COUNTY for all reasonable costs incurred by COUNTY in responding to, and mitigating  
7 damages caused by, any Security Breach, including all costs of COUNTY incurred relation to  
8 any litigation or other action described subsection D.(5) of this Exhibit C.

9           (5) CONTRACTOR agrees to cooperate, at its sole expense, with COUNTY in any  
10 litigation or other action to protect COUNTY’s rights relating to Personal Information,  
11 including the rights of persons from whom COUNTY receives Personal Information.

12           **E. Oversight of Security Compliance.**

13           (1) CONTRACTOR shall have and maintain a written information security policy that  
14 specifies Security Safeguards appropriate to the size and complexity of CONTRACTOR’s  
15 operations and the nature and scope of its activities.

16           (2) Upon COUNTY’s written request, to confirm CONTRACTOR’s compliance with  
17 this Exhibit C, as well as any applicable laws, regulations and industry standards,  
18 CONTRACTOR grants COUNTY or, upon COUNTY’s election, a third party on COUNTY’s  
19 behalf, permission to perform an assessment, audit, examination or review of all controls in  
20 CONTRACTOR’s physical and technical environment in relation to all Personal Information  
21 that is Used by CONTRACTOR pursuant to this Agreement. CONTRACTOR shall fully  
22 cooperate with such assessment, audit or examination, as applicable, by providing  
23 COUNTY or the third party on COUNTY’s behalf, access to all Authorized Employees and  
24 other knowledgeable personnel, physical premises, documentation, infrastructure and  
25 application software that is Used by CONTRACTOR for Personal Information pursuant to  
26 this Agreement. In addition, CONTRACTOR shall provide COUNTY with the results of any  
27 audit by or on behalf of CONTRACTOR that assesses the effectiveness of CONTRACTOR’s  
28 information security program as relevant to the security and confidentiality of Personal



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1 Information Used by CONTRACTOR or Authorized Persons during the course of  
2 this Agreement under this Exhibit C.

3 (3) CONTRACTOR shall ensure that all Authorized Persons who Use Personal  
4 Information agree to the same restrictions and conditions in this Exhibit C. that apply to  
5 CONTRACTOR with respect to such Personal Information by incorporating the relevant  
6 provisions of these provisions into a valid and binding written agreement between  
7 CONTRACTOR and such Authorized Persons, or amending any written agreements to  
8 provide same.

9 **F. Return or Destruction of Personal Information.**

10 Upon the termination of this Agreement, CONTRACTOR shall, and shall instruct all  
11 Authorized Persons to, promptly return to COUNTY all Personal Information, whether in  
12 written, electronic or other form or media, in its possession or the possession of such  
13 Authorized Persons, in a machine readable form used by COUNTY at the time of such  
14 return, or upon the express prior written consent of the Recorder and the Director, securely  
15 destroy all such Personal Information, and certify in writing to the COUNTY that such  
16 Personal Information have been returned to COUNTY or disposed of securely, as  
17 applicable. If CONTRACTOR is authorized to dispose of any such Personal Information, as  
18 provided in this Exhibit C, such certification shall state the date, time, and manner  
19 (including standard) of disposal and by whom, specifying the title of the individual.

20 CONTRACTOR shall comply with all reasonable directions provided by the Recorder and  
21 the Director with respect to the return or disposal of Personal Information and copies  
22 thereof. If return or disposal of such Personal Information or copies of Personal Information  
23 is not feasible, CONTRACTOR shall notify COUNTY according, specifying the reason, and  
24 continue to extend the protections of this Exhibit C to all such Personal Information and  
25 copies of Personal Information. CONTRACTOR shall not retain any copy of any Personal  
26 Information after returning or disposing of Personal Information as required by this section

27 F. CONTRACTOR’s obligations under this section F survive the termination of this  
28 Agreement

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1 and apply to all Personal Information that CONTRACTOR retains if return or disposal is not  
2 feasible and to all Personal Information that CONTRACTOR may later discover.

3 **G. Equitable Relief.**

4 CONTRACTOR acknowledges that any breach of its covenants or obligations set  
5 forth in this Exhibit C may cause COUNTY irreparable harm for which monetary damages  
6 would not be adequate compensation and agrees that, in the event of such breach or  
7 threatened breach, COUNTY is entitled to seek equitable relief, including a restraining order,  
8 injunctive relief, specific performance and any other relief that may be available from any  
9 court, in addition to any other remedy to which COUNTY may be entitled at law or in equity.  
10 Such remedies shall not be deemed to be exclusive but shall be in addition to all other  
11 remedies available to COUNTY at law or in equity or under this Agreement.

12 **H. Indemnification.**

13 CONTRACTOR shall defend, indemnify and hold harmless COUNTY, its officers,  
14 employees, and agents, (each, a **“COUNTY Indemnitee”**) from and against any and all  
15 infringement of intellectual property including, but not limited to infringement of copyright,  
16 trademark, and trade dress, invasion of privacy, information theft, and extortion,  
17 unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any  
18 corruption of or damage to, Personal Information, Security Breach response and remedy  
19 costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies,  
20 actions, judgments, interest, awards, fines and penalties (including regulatory fines and  
21 penalties), costs or expenses of whatever kind, including attorneys’ fees and costs, the cost  
22 of enforcing any right to indemnification or defense under this Exhibit C and the cost of  
23 pursuing any insurance providers, arising out of or resulting from any third party claim or  
24 action against any COUNTY Indemnitee in relation to CONTRACTOR’s, its officers,  
25 employees, or agents, or any Authorized Employee’s or Authorized Person’s, performance  
26 or failure to perform under this Exhibit C or arising out of or resulting from CONTRACTOR’s  
27 failure to comply with any of its obligations under this section H. The provisions of this  
28 section H do not apply to the acts or omissions of COUNTY. The provisions of this section H

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1 are cumulative to any other obligation of CONTRACTOR to, defend, indemnify, or hold  
2 harmless any COUNTY Indemnity under this Agreement. The provisions of this section H  
3 shall survive the termination of this Agreement.

4 **I. Survival.**

5 The respective rights and obligations of CONTRACTOR and COUNTY as stated  
6 in this Exhibit C shall survive the termination of this Agreement.

7 **J. No Third Party Beneficiary.**

8 Nothing express or implied in the provisions of in this Exhibit C is intended to  
9 confer, nor shall anything herein confer, upon any person other than COUNTY or  
10 CONTRACTOR and their respective successors or assignees, any rights, remedies,  
11 obligations or liabilities whatsoever.

12 **L. No County Warranty.**

13 COUNTY does not make any warranty or representation whether any Personal  
14 Information in CONTRACTOR’s (or any Authorized Person’s) possession or control, or Use  
15 by CONTRACTOR (or any Authorized Person), pursuant to the terms of this Agreement is or  
16 will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.

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