County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

March 4, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF AMENDMENT NUMBER 3 TO AGREEMENT 75176 WITH IRON MOUNTAIN (FORMERLY TRI-CITY ARCHIVES) FOR RECORDS STORAGE AND RETRIEVAL MANAGEMENT SERVICES (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair of the Board of Supervisors to sign the attached Amendment Number 3 to Agreement 75176 with Iron Mountain Information Management, Incorporated (Iron Mountain). The amendment revises specific terms and conditions, the Statement of Work, and the Fee Schedule, as a result of the acquisition of Tri-City Archives by Iron Mountain.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to approve Amendment Number 3 to Agreement 75176 with Iron Mountain to revise specific terms and conditions of the agreement resulting from Iron Mountain's acquisition of Tri-City Archives, our former contractor. The Assignment Agreement was executed by the Sheriff on January 10, 2008, as authorized by your Board on January 18, 2005.

The amendment also replaces the current Fee Schedule, which has been revised to include a consolidated list of services available to the Los Angeles County Sheriff's Department (Department) at negotiated rates. The revision resulted in a lower rate for most-often-used basic services, such as storage of boxes and open-shelf files, retrievals, and re-filing. Although the total amount paid to Iron Mountain is dependent on the services provided, it is anticipated that these lower rates may result in cost

savings. Additionally, Iron Mountain has agreed to move a large volume of new storage (over 14,000 cubic feet) currently housed at various Departmental locations without charging the Department the transportation service fee. As the Department's need for storage continues to grow, the rate reduction will satisfy our Department's current and future storage needs more economically and efficiently.

Implementation of Strategic Plan Goals

The continuation of the contractor's services provided under this agreement support the County of Los Angeles Strategic Plan, Goal 3, Organizational Effectiveness, storing and retrieving records more efficiently and effectively; and Goal 4, Fiscal Responsibility, cost savings for storing and retrieval of records.

FISCAL IMPACT/FINANCING

Although the total amount paid to Iron Mountain is dependent on the services provided, it is anticipated that the lower, negotiated rates for most-often-used basic services may result in overall cost savings.

The Department estimates the cost of the agreement to be $150,000 for Fiscal Year 2008-09 and will allocate funds as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On January 18, 2005, your Board approved Agreement 75176 with Tri-City Archives for storage and retrieval management services of medical records, files, and x-ray films. On April 25, 2006, the Department provided notification to your Board of our intent to expand the Agreement to allow other units within the Department to store and retrieve files. On February 1, 2007, Iron Mountain acquired Tri-City Archives. Prior to requesting your Board's approval, the Department made an assessment of anticipated storage needs and negotiated a new Fee Schedule with Iron Mountain, including consolidated services and lower rates for basic services.

In addition to the Department's Medical Services Bureau, which is mandated by the California Code of Regulation, Title 22, to store records for a seven (7) year retention period, other units within the Department have also demonstrated a critical need for long-term off-site storage of other documents, such as pay and leave records, crime reports, and booking jackets. The amendment makes minor changes to the indemnification terms, limiting Iron Mountain's liability for the consequential and liquidated damages as a result of loss or destruction of records. The amendment removes the "Most Favored Public Entity" clause, provides that Iron Mountain is responsible for its employee background checks, and allows Iron Mountain to provide

reports demonstrating compliance with Affirmative Action or anti-discrimination laws rather than direct inspection of employee records.

Amendment Number 3 has been reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Your Board's approval of Amendment Number 3 ensures the Department's ability to continue receiving storage and retrieval services without removing and relocating files at a considerable cost.

CONCLUSION

Upon approval and execution by your Board, please return two (2) adopted copies of this action to the Department's Contracts Unit for further processing.

Sincerely,

Lee Baca

LEROY D. BACA
SHERIFF

COUNTY OF LOS ANGELES

AMENDMENT NO. 3 TO AGREEMENT NO. 75176
MEDICAL RECORDS STORAGE AND RETRIEVAL MANAGEMENT SERVICES
WITH IRON MOUNTAIN

This Amendment Number 3 ("AMENDMENT") is entered into by and between the County of Los Angeles (hereinafter "COUNTY") and Iron Mountain (hereinafter "CONTRACTOR"), effective as of MARCH 4, 2008, based on the following recitals:

A. WHEREAS, on January 18, 2005, the COUNTY and Tri-City Archives entered into COUNTY Agreement Number 75176 (hereinafter "AGREEMENT") to provide medical records storage and retrieval management services; and

B. WHEREAS, on February 1, 2007, the CONTRACTOR purchased Tri-City Archives and an Assignment Agreement was executed by the Sheriff and CONTRACTOR pursuant to the Sheriff's authority from your Board on January 18, 2005; and

C. WHEREAS, the COUNTY and the CONTRACTOR desire to amend the AGREEMENT as contained herein; and

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this AGREEMENT, COUNTY and CONTRACTOR hereby further agree to amend this AGREEMENT as follows:

1. Contract, Subparagraph 5.4.5 is deleted and restated as follows:

Invoices for each individual departmental office or account receiving services under this Contract shall be submitted for verification to the office or account **Contact** as listed in Attachment 1 to the Statement of Work. Additionally, one summary invoice for all offices or accounts shall be submitted to:

Jamie Ocampo, Accounts Payable Manager
Los Angeles County Sheriff's Department
Fiscal Administration
4700 Ramona Boulevard
Monterey Park, CA 91754

75176 Supplement No. 1

2. Contract, Subparagraph 6.1, County's Project Director is changed as follows:

Teri Wilhelm, Director
Los Angeles County Sheriff's Department
Fiscal Administration
4700 Ramona Boulevard
Monterey Park, CA 91754

3. Contract, Subparagraph 6.2, County's Project Manager is changed as follows:

the Departmental employee listed in Attachment 1 to the Statement of Work as the **County Project Manager** for the individual office or account.

4. Contract, Subparagraph 6.3, County's Contract Project Monitor, is deleted in its entirety.

5. Contract, Subparagraph 7.1, Contractor's Project Manager is changed as follows:

Dustin Jones
12958 Midway Place
Cerritos, CA 90703
Telephone: 562-345-6900 x6310
Fax: 562-345-6924
E-mail:dujones@ironmountain.com

6. Contract, Subparagraph 7.4.1 is deleted in its entirety and replaced with Exhibit F, Background Investigation Procedures.

7. Contract, Subparagraph 8.6.2, Indemnification, is deleted in its entirety and restated as follows:

"Iron Mountain shall indemnify and hold harmless Customer, its directors, officers, employees and agents ("Customer Indemnitees"), against any liability, claim, damage, cost, fines, penalties or expense (including, without limitation, reasonable attorneys' fees and court costs) ("Liabilities") incurred by or imposed upon them in connection with any claims, suits, actions, demands or judgments ("Actions") arising out of the breach by Iron Mountain of the terms and conditions of this Agreement; provided, however, that the Customer Indemnitees shall not be entitled to indemnification for any Liabilities claims, liability, losses, or damages to the extent that such Liabilities were caused by the acts or omissions of Customer or its officers, employees, or agents. Nothing contained herein shall affect Iron Mountain's limitation of liability in the event of loss or destruction of, or damage to, stored materials as set forth herein. Notwithstanding the foregoing, in the event that any Actions should arise against Customer Indemnitees from any personal injury claim or property claim (other than a property claim with respect to stored materials of Customer as a result of any negligence of Iron

Mountain or Iron Mountain's employees or agents), then, in such event, Iron Mountain shall indemnify, defend and hold harmless the Customer Indemnitees from and against any such Actions."

8. Contract, Subparagraph 8.23 is deleted in its entirety and restated as follows:

"Iron Mountain shall indemnify and hold harmless Customer, its directors, officers, employees and agents ("Customer Indemnitees"), against any liability, claim, damage, cost, fines, penalties or expense (including, without limitation, reasonable attorneys' fees and court costs) ("Liabilities") incurred by or imposed upon them in connection with any claims, suits, actions, demands or judgments ("Actions") arising out of the breach by Iron Mountain of the terms and conditions of this Agreement; provided, however, that the Customer Indemnitees shall not be entitled to indemnification for any Liabilities claims, liability, losses, or damages to the extent that such Liabilities were caused by the acts or omissions of Customer or its officers, employees, or agents. Nothing contained herein shall affect Iron Mountain's limitation of liability in the event of loss or destruction of, or damage to, stored materials as set forth herein.

9. Contract, Subparagraph 8.24.1, 4th Bullet, is deleted in its entirety and restated as follows::

"Iron Mountain shall name Customer as an additional insured and shall provide a certificate evidencing such coverage.

10. Contract, Subparagraph 8.24.2 is amended to change "A" to "B+."

11. Contract, Subparagraph 8.26, Liquidated Damages, is deleted in its entirety and restated as follows:

"Iron Mountain shall not be liable for any loss or destruction of, or damage to, stored materials ("Deposits"), unless such loss or damage resulted from failure by Iron Mountain to exercise such care in regard to the performance of services as a reasonably careful person would exercise under like circumstances. If Iron Mountain is proven so liable, then Iron Mountain's maximum liability shall be with respect to (a) the hard-copy records, microfilm and microfiche stored pursuant to this Agreement is $1.00 per carton, linear foot of open shelf-files, container or other hard-copy storage unit, and (b) with respect to round reel tape, audio tape, video tape, film, data cassettes or other non-paper media stored pursuant to this Agreement, the replacement cost of the physical media. Customer acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged. Deposits are not insured by Iron Mountain against loss or damage, however caused. Customer may insure Deposits through third-party insurers for any amount, including amounts in excess of the limitation of liability. Customer shall cause its insurers of Deposits to waive any right of subrogation against Iron Mountain. Iron Mountain shall not be liable for consequential or incidental damages."

12. Contract, Subparagraph 8.27, Most favored Public Entity, is deleted in its entirety.

13. Contract, Subparagraph 8.28.6 is amended and restated as follows:

"Contractor shall supply reports to County indicating compliance with this Subparagraph 8.28 when requested by County."

14. Contract, Subparagraph 8.43.5 is deleted in its entirety.

15. Contract, Exhibit B, Fee Schedule and Attachment 1 (additional charges and fees) is deleted in its entirety and replaced with Exhibit B, Fee Schedule, Records Management Services Program Pricing Schedule.

16. Statement of Work, Paragraph 1, is amended as follows:

1) Delete all the names and addresses to facilities and replace with:

Facilities listed in Attachment 1.

2) Add the following paragraph:

The work requirements described in this Statement of Work apply to all departmental facilities listed in Attachment 1 receiving services under this contract. The County Project Manager for each departmental facility is also listed in Attachment 1. The Department shall have the sole discretion to add or delete facilities during the duration of this Contract at no additional cost. Medical record, file, or x-ray refers to any item handled by the CONTRACTOR.

17. Statement of Work, Paragraph 2.1.4, is deleted in its entirety.

18. Statement of Work, Paragraph 2.1.8, is deleted in its entirety.

19. Statement of Work, Paragraph 2.2.3, Release of Records, Files, and/or X-Rays, the last sentence is deleted in its entirety and replaced as follows:

If CONTRACTOR should be asked to accept a subpoena for a closed medical record, file, or x-ray, the subpoena is not to be accepted and the server is to be referred to the Department.

20. Statement of Work, Paragraph 3.0, Destruction of Medical Records, Files, and X-Rays, is amended to delete the names and addresses of facilities and replace with the following:

Facilities listed in Attachment 1.

21. Statement of Work, Paragraph 5.0, Contingency Plan for Work Stoppage, is amended to change County's Project "Manager" to "Director" and add the following:

> This plan shall also include a 24 hour telephone number to reach the CONTRACTOR should the CONTRACTOR's computerized records management system become inoperative.

22. Statement of Work, Paragraph 6.0, Monthly Management Report, is deleted in its entirety and replaced as follows:

> 6.0 Management Reports
>
> CONTRACTOR shall provide monthly and annual reports, to the County's Project Managers that include, but shall not be limited to, dates of requests and name of requestor, regular retrievals, emergent retrievals, new files, re-files, number of boxes, medical records, files and x-rays in storage for the month. CONTRACTOR shall submit the monthly report to the County's Project Managers on the 15th of each month for activity of the previous month, and the annual report by January 15th for the prior year. All reports shall be prepared and submitted at no additional cost.

23. Statement of Work, Paragraph 7.0, Yearly Inventory Report, is deleted in its entirety.

24. Statement of Work, Paragraph 9.0, Personnel, is deleted in its entirety.

25. Statement of Work, Paragraph 10.0, Transfer of Records, Files, and X-Rays, is amended to delete the last sentence.

26. Statement of Work, Subparagraph 15.2, is deleted in its entirety.

27. Statement of Work, Subparagraph 15.5, is amended to delete the last sentence.

Except as expressly provided in this AMENDMENT, all other provisions and conditions of the AGREEMENT shall remain the same and in full force and effect.

The person executing this AMENDMENT on behalf of CONTRACTOR hereby represents and warrants that the person executing the AMENDMENT for CONTRACTOR is an authorized agent who had actual authority to bind CONTRACTOR to each and every term, condition, and obligation of the AGREEMENT and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

COUNTY LOS ANGELES

AMENDMENT NO. 3 TO AGREEMENT NO. 75176
MEDICAL RECORDS STORAGE AND RETRIEVAL MANAGEMENT SERVICES
WITH IRON MOUNTAIN

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT, to be executed on its behalf by its duly authorized officers, effective as of MARCH 4, 2008.

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

IRON MOUNTAIN

By: _____
Printed: Richard K. Melrose
Title: So.Cal Market VP
Iron Mountain Incorporated

ATTEST:
SACHI A. HAMAI
Executive Officer
Board of Supervisors

By _____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

42 MAR 04 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By _____
Gary Gross
Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK
ATTACHMENT 1

LIST OF DEPARTMENTAL FACILITIES/OFFICES AND CONTACTS

SHERIFF'S DEPARTMENT

SOW Attachment 1

IRON MOUNTAIN
ACCOUNT ASSIGNMENT AND CONTACT LIST

TRI-CITY ACCT #	IRON MTN ACCOUNT #	DEPT ACCT #	UNIT NAME	BUREAU	CONTACT	PHONE #	OFFICE ADDRESS	EMAIL ADDRESS	PROJECT MANAGER	PHONE #	EMAIL ADDRESS
10000140	(S/B SAME)	001	ACCOUNTS PAYABLE	FISCAL ADMINISTRATION	GEORGE JOSEPH	(323) 526-5288	4700 RAMONA BLVD. RM310, MONTEREY PARK, CA 91754	GRJoseph@lasd.org	JAIME OCAMPO	(323) 526-5288	JOOcampo@lasd.org
10000140	(S/B SAME)	002	GENERAL ACCOUNTING	FISCAL ADMINISTRATION	GWEN HALL	(323) 526-5442	4700 RAMONA BLVD. RM310, MONTEREY PARK, CA 91754	Ghall@lasd.org	JAIME OCAMPO	(323) 526-5288	JOOcampo@lasd.org
10000140	(S/B SAME)	003	SPECIAL FUNDS/CONTRACTS	FISCAL ADMINISTRATION	JESSIE LIMA	(323) 981-6040	4700 RAMONA BLVD. RM336, MONTEREY PARK, CA 91754	JPLima@lasd.org	JAIME OCAMPO	(323) 526-5288	JOOcampo@lasd.org
10000140	(S/B SAME)	004	SPECIAL ACCOUNTS	FINANCIAL PROGRAMS	MICHELE VESTEY	(323) 526-5333	4700 RAMONA BLVD. RM316, MONTEREY PARK, CA 91754	MCVestey@lasd.org	JAIME OCAMPO	(323) 526-5288	JOOcampo@lasd.org
10000140	(S/B SAME)	005	LABOR RELATIONS & COMP.	LABOR REL & COMPLIANCE	ANNA GONZALEZ	(323) 526-5283	4700 RAMONA BLVD. RM234, MONTEREY PARK, CA 91754	A10Gonza@lasd.org	JAIME OCAMPO	(323) 526-5288	JOOcampo@lasd.org
10000140	(S/B SAME)	006	PAY AND LEAVE	PERSONNEL	SUSIE COUSINS	(626) 300-3195	1000 S. FREMONT AVE. BLDG A-9, ALHAMBRA, CA 91803	SCousin@lasd.org	JAIME OCAMPO	(323) 526-5288	JOOcampo@lasd.org
10000140	(S/B SAME)	007	BACKGROUND INVESTIGATION	PERSONNEL	DAVID BOBO	(323) 981-5853	101 CENTRE PLAZA DR., MONTEREY PARK, CA 91754	DJBobo@lasd.org	DAVID BOBO	(323) 981-5853	DJBobo@lasd.org
10000140	(S/B SAME)	008	ITEM CONTROL	FINANCIAL PROGRAMS	MARIA MUNOZ	(323) 526-5614	4700 RAMONA BLVD. RM207, MONTEREY PARK, CA 91754	MEMunoz@lasd.org	JAIME OCAMPO	(323) 526-5288	JOOcampo@lasd.org
10000145	(S/B SAME)	009	GRANTS ACCOUNTING/ADMIN	FISCAL ADMINISTRATION	OLIVIA ONG	(323) 526-5324	4700 RAMONA BLVD. RM341, MONTEREY PARK, CA 91754	OMOng@lasd.org	JAIME OCAMPO	(323) 526-5288	JOOcampo@lasd.org
10000140	(S/B SAME)	010	CONTRACTS ADMINISTRATION	FISCAL ADMINISTRATION	HELEN BANUELOS	(323) 981-6000	4700 RAMONA BLVD. RM214, MONTEREY PARK, CA 91754	HBanuelo@lasd.org	JAIME OCAMPO	(323) 526-5288	JOOcampo@lasd.org
10000146	(SEPARATE)	011	RESERVE FORCES	RESERVE FORCES	ALDO ITTURIAGA	(562) 946-7856	11515 S. COLIMA ROAD, RM A-100, WHITTIER, CA 90604	AEIturri@lasd.org	JAIME OCAMPO	(323) 526-5288	JOOcampo@lasd.org
10000140	(SEPARATE)	012	INTERNAL CRIMINAL INVEST.	INTERNAL CRIMINAL INVEST.	ANDREA DAVIS	(323) 890-5437	4900 S. EASTERN AVE., SUITE 103, LOS ANGELES, CA 90040	APDavis@lasd.org	JAIME OCAMPO	(323) 526-5288	JOOcampo@lasd.org
10000140	(SEPARATE)	013	RECORDS IDENTIFICATION	RECORDS IDENTIFICATION	CYNTHIA IBARRA	(562) 345-4433	12440 E. IMPERIAL HWY. SUITE 400-W, NORWALK, CA 90650	CTIbarra@lasd.org	GUNINDER SINGH	(562) 345-4430	GKSingh@lasd.org
10000136	(SEPARATE)		MEDICAL SERVICES	MEDICAL SERVICES	YOLANDA MORA	(213) 974-4500	441 S. BAUCHET ST. MCJ, LOS ANGELES, CA 90012	YDMora@lasd.org	MARIA POROPAT	(213) 974-0179	MLPoropa@lasd.org

(Archives Contact Listing 2008/jo/Rev 1-24-08)

EXHIBIT B

FEE SCHEDULE

SCHEDULE A

RECORDS MANAGEMENT SERVICES PROGRAM PRICING SCHEDULE

This Pricing Schedule is incorporated into and made part of the Customer Agreement ("Agreement") between Iron Mountain Information Management, Inc., (the "Company" or "Iron Mountain") and Los Angeles County Sheriff Department, (the "Customer").

Please see our Customer Information Center at cic.ironmountain.com for a Glossary with definitions of the terms used in this Pricing Schedule and an explanation of how "Linear Foot" and "Cubic Foot" are determined for billing purposes. Billable sizes for non standard Cartons are determined on the basis of displacement of space in comparison to a Standard Archive Carton and are larger than the physical size. In addition, restrictions apply to volume and/or stated timeframes for some service transaction types and these may be found in the Glossary under each service type.

Effective Date	January 18th, 2008
District Name/Number	SoCal - 01222
Customer Name	Los Angeles County Sheriff Department
Customer Number	To be determined

STORAGE

Storage at Iron Mountain facilities of Customer records ("Deposits" or "Items".)

Description	Price	Per
Carton Storage	$0.140	Cubic Foot
Open Shelf Storage (other)	$0.400	Linear Foot
Storage Minimum	$75.00	month

Storage charges are billed monthly in advance.

PROGRAM MANAGEMENT SERVICES

Regular Services are provided between 8:00 AM and 5:00 PM, local time, Monday through Friday, excluding holidays.

Receiving and Entering Cartons and/or Open Shelf Files – Receipt of new Cartons or Open Shelf files for storage.

Description	Price	Per
Carton	$1.50	Cubic Foot
Open Shelf Files	$2.00	Linear Foot

© 2008 Iron Mountain Information Management, Inc. All rights reserved.

Retrievals/Refiles – Temporary removal of Items from, or return of Items to, storage. Retrieval service may be "Regular" or "Rush."

Description	Price	Per
Regular Retrieval - Carton	$1.50	Cubic Foot
Regular Refile - Carton	$1.50	Cubic Foot
Regular Retrieval - File from Carton	$2.25	File
Regular Refile - File to Carton	$2.25	File
Regular Interfile - Carton	$4.50	each
Regular Retrieval - File from Open Shelf	$1.25	File
Regular Refile - File to Open Shelf	$1.25	File
Regular Interfile - Open Shelf	$2.50	each
Rush Retrieval - Carton	$3.00	Cubic Foot
Rush Retrieval - File from Carton	$4.50	File
Rush Retrieval - File from Open Shelf	$3.75	File

Archival Destruction – Retrieval, documentation, preparation, and secure shredding of Items stored at Iron Mountain.

Description	Price	Per
Archival Destruction - Carton	$3.00	Cubic Foot plus Regular Retrieval Charge
Archival Destruction - Open Shelf	$1.75	File plus Regular Retrieval Charge

Permanent Withdrawal – Retrieval, documentation, and preparation at Iron Mountain loading dock for permanent removal of Items stored at Iron Mountain facilities.

Description	Price	Per
Permanent Withdrawal - Carton	$2.50	Cubic Foot plus Regular Retrieval Charge
Permanent Withdrawal - Open Shelf	$2.50	File plus Regular Retrieval Charge

Individual Listing of Files – Data entry of file descriptions into Iron Mountain database.

Description	Price	Per
Individual Listing	$0.30	File

© 2008 Iron Mountain Information Management, Inc. All rights reserved.

Miscellaneous Services – Charges for Services not specifically listed on this Pricing Schedule, or at cic.ironmountain.com/additionalservices, are charged on the basis of hourly labor, in fifteen minute increments, plus materials consumed. Iron Mountain will provide a quote to the County Project Manager for written approval before work can commence.

Description	Price	Per
Labor	$45.00	hour

Minimum Service Order Charge – Minimum charge for an Order, excluding transportation related services.

Description	Price	Per
Minimum Service Order Charge	$5.00	Order

Management Services are billed monthly in arrears.

One Time Destruction - Onsite inventory not included in records center storage population.

Description	Price	Per
One Time Destruction -Carton	$5.00	Cu. Ft. Plus Transportation
One Time Destruction – Storage Bin	$30.00	65 Gallon Bin plus Transportation

TRANSPORTATION SERVICES

Regular Delivery Service

Next Day Delivery – Order by 3:00 PM for delivery next Business Day.

$18.00 per Transportation Visit, plus Handling Charge of $1.25 per Cubic Foot

Half Day Delivery – Order by 10:00 AM for delivery same Business Day; or Order by 3:00 PM for delivery next Business Day by 12:00 PM.

$36.00 per Transportation Visit, plus Handling Charge of $1.25 per Cubic Foot

© 2008 Iron Mountain Information Management, Inc. All rights reserved.

Rush Delivery Service

Rush Delivery - Business Day – Delivery within 3 hours of placement of Order (for Orders received not later than 2:00 PM) on a Business Day.

$72.00 per Transportation Visit, plus Handling Charge of $1.25 per Cubic Foot

Rush Delivery - Weekends/Holidays/After Hours – Delivery within 4 hours of placement of Order.

$144.00 per Transportation Visit, plus Handling Charge of $1.25 per Cubic Foot

Pickup Service

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

$18.00 per Transportation Visit, plus Handling Charge of $1.25 per Cubic Foot

Rush Pickup - Business Day – Pickup orders placed before 4:00 PM on a Business Day will be picked up on the following Business Day.

$72.00 per Transportation Visit, plus Handling Charge of $1.25 per Cubic Foot

Fuel Surcharge Policy

A Fuel Surcharge is applied monthly based upon changes in the price of diesel fuel as published by the US Department of Energy. This charge is calculated monthly and included as a percentage of transportation related service charges. The current monthly Fuel Surcharge information can be found on the website at cic.ironmountain.com/FuelSurcharge.

Transportation Services are billed monthly in arrears.

PROGRAM START-UP (ONE TIME CHARGE)

The following prices apply for the services listed for Items received during the startup process (Initial Move) of a new customer program and applies to all initial volume received by Iron Mountain within three (3) months of the date of the Agreement.

Initial Move – The transportation, processing, and placement into storage of Initial Move Items.

Description	Initial Volume	Per
Carton - No Charge	14,154	Cubic Foot
Open Shelf		Linear Foot

© 2008 Iron Mountain Information Management, Inc. All rights reserved.

Initial Move - Individual Listing of Files – Data entry of file descriptions into Iron Mountain's database for Files received in the Initial Move.

Description	Initial Volume	Price	Per
Individual Listing		$0.30	File

Initial Move - Labor – Project labor to prepare cartons or files for transfer to storage.

Description	Initial Volume	Price	Per
Labor		$45.00	hour

© 2008 Iron Mountain Information Management, Inc. All rights reserved.

EXHIBIT F

Background Investigation Procedures

EXHIBIT F

Background Investigation Procedures

Iron Mountain's pre-employment hiring procedures include drug screening, personnel identity verification, criminal conviction background investigation information as well as driver licensing and violation history for driver candidates.

The first step in Iron Mountain's process is the pre-employment drug testing program, which consists of a 5-panel screening test administered in accordance with the Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines. Substances covered by the 5-panel test are:

(1) Marijuana metabolites;
(2) Cocaine metabolites;
(3) Opiate Metabolites;
(4) Phencyclidine (PCP);
(5) Amphetamines / Methamphetamines

Should a candidate fail that test, no further employment consideration is given. Once employed, individuals are subject to additional drug testing under the following conditions:

- Reasonable Suspicion
- Post Incident/Post Accident
- Department of Transportation (DOT) guidelines
- Return to Duty

Once the drug test is passed, each Iron Mountain employee is subject to identity verification via a social security number verification process that includes a forward and reverse check (i.e. the identity is matched to the social security number and then the number is matched to the individual).

A seven (7) year retrospective criminal background check is then completed. This check will include all Counties/States of residence disclosed by the candidate or reported through the identity verification process. Additional checks may be made dependant upon the employee's position with the company. Driver candidates are screened for appropriate license class and any motor vehicle violation history. Violation and accident history for the past three (3) years are reviewed and adjudicated based upon seriousness of the offense and frequency of occurrence. For example, any conviction for Operating Under the Influence of Drugs or Alcohol is an automatic disqualification. All drivers are subject to an annual motor vehicle records check.

All drug testing, background and driver checks are conducted by independent, national service providers and reported to a central corporate point of contact at Iron Mountain to preserve the integrity of the process and the results.