

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
RevQ – A Columbia Ultimate Company**

THIS AGREEMENT, entered into this 1st day of March, 2012, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and RevQ – A Columbia Ultimate Company, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of Revenue Services bill/invoice printing and mailing of collection notices using their Immedia program.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment I—§504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed seven hundred fifty thousand dollars, \$750,000.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 1, 2013 through February 29, 2016.

This Agreement may be terminated by Contractor, the Treasurer-Tax Collector or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- | | |
|---|-------------|
| (a) Comprehensive General Liability | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance | \$1,000,000 |
| (c) Professional Liability | \$1,000,000 |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:
San Mateo County
Revenue Services Division
Attn: Girdie Bernard
455 County Center, 1st Floor
Redwood City, CA 94063

In the case of Contractor, to:
RevQ – A Columbia Ultimate Company
Attn: Doug Gillespie
4400 NE 77th Ave, Suite 100
Vancouver, WA 98662

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Rev Q – A Columbia Ultimate Company



Contractor's Signature

Date: January 9, 2013

Long Form Agreement/Non Business Associate v 8/19/08

ATTACHMENT

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☐ a. Employs fewer than 15 persons.
- ☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Kimberly Turner
Name of 504 Person - Type or Print

Rev Q
Name of Contractor(s) - Type or Print

4400 NE 77th Ave Ste 100
Street Address or P.O. Box

Vancouver, WA 98662
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

[Signature]
Signature

Compliance officer
Title of Authorized Official

January 9, 2013
Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Exhibit “A”

In consideration of the payments set forth in Exhibit “B”, Contractor shall provide the following services:

Contractor will provide invoice printing and mailing services for the County on accounts identified by the County

Specific service requirements of Contractor include:

1. Must maintain in-house technical service department which is available 8:00AM to 5:00 PM Monday through Friday,
2. Must maintain access to print facilities with multiple sites,
3. Turnaround time must be 24 hours or less,
4. Receive and send all account information in EDI format,
5. Access NCOAA address database and update County Revenue Services Collection system. County uses Columbia Ultimate Business System software,
6. Print tear-off coupons,
7. The mailing must go out using the lowest possible 1st class pre-sort rate,
8. Put address of debtor in barcode on envelope,
9. Meet all U.S. Postal requirements in regards to mailing address and return regulations,
10. Include logos in the letter templates,
11. Translate debtor identification and amount due into OCR or barcode in the letter,
12. RevQ – a Columbia Ultimate Company agrees to provide County with Acolloid services at Acolloid’s current discount rates.

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

Attachment A	CU Source
Schedule A-1	Acolloid Batch Pricing
Schedule A-2	EAC Pricing
Schedule A-3	Banko Interface
Schedule A-4	Datalure Pricing
Schedule A-5	Experian Credit Requesting
Schedule A-6	Equifax Credit Requesting
Schedule A-7	TransUnion Credit Requesting
Attachment B	CU Correspond
Schedule B	Pricing
Attachment C	CU Transit
Schedule C	Pricing

Transactional Services Agreement

Attachment A

CU•Source

This CU•Source Attachment (Attachment A) and the related Schedules A indicated on the Signature Page are a part of the TS Agreement.

1. **SERVICE DESCRIPTION.** Columbia Ultimate will provide Customer with CU•Source services at Columbia Ultimate's current volume discount rates. CU•Source includes the following services:

1.1. **ACOLLAID BATCH.** Acolloid Batch is the following group of data services:

- Deceased
- Electronic Data Assistance ("EDA")
- National Change of Address ("NCOA")
- Nearby Search
- Phone Number
- Property Search
- Reverse Phone Look-up
- Social Security Number Search
- Surname Search

Pricing for Acolloid Batch is set forth in Schedule A-1.

1.2. **ELECTRONIC ADDRESS CONFIRMATION.** Electronic Address Confirmation ("EAC") is an automated electronic process for providing address corrections to mailers provided by the U.S. Postal Service ("USPS"). When USPS receives a mail piece and it is undeliverable-as-addressed at an old address due to a move, the USPS attempts to match the name and address of the recipient to the USPS Change of Address database. New address matches are provided through daily electronic notification. EAC is not intended as a replacement for manual processing, but instead is intended to reduce the volume of manual address correction notifications. Pricing for EAC is in Schedule A-2.

1.3. **BANKO.** A bankruptcy data look-up service offered by Lexis Nexis, an independent provider. This service is provided and invoiced directly by Lexis Nexis. Columbia Ultimate's CU•Source Software provides an interface for converting Banko data for use with Columbia Ultimate's Collector System Software. Customer must enter into a separate agreement directly with Lexis Nexis in order to use Banko. Pricing for Banko is in Schedule A-3.

1.4 **Datalure.** Datalure provides the following group of data services:

- National Change of Address (NCOA)
- Name and Address Search
- Electronic Data Assistance (EDA)
- Deceased Search

Bankruptcy Search
Reverse Phone Search

Pricing for this service is set forth in Schedule A-4.

1.5 **CREDIT REPORTS.** Requests for credit reports can be made to any one of the three credit reporting agencies; Experian (Schedule A-5), Equifax (Schedule A-6), or Transunion (Schedule A-7). These reports are provided and invoiced for directly from the corresponding credit reporting agencies. CU•Source provides an interface for requesting a report directly from Columbia Ultimate's software and integrating the resulting report. The Customer must enter into a separate agreement with the appropriate credit reporting agencies to use this service.

2. SOFTWARE.

2.1. **CU•SOURCE SOFTWARE LICENSE.** Acolloid Batch, EAC, Banko each require separate software interfaces. These interfaces are collectively referred to as the CU•Source Software. Columbia Ultimate hereby grants Customer a personal, nonexclusive, nontransferable license to use the interfaces contained in the CU•Source Software that relate to the CU•Source Schedules A indicated on the Signature Page. Columbia Ultimate will provide Customer with the required copies of the CU•Source Software without additional charge.

2.2. **CU•TRANSIT SOFTWARE.** CU•Transit (see Attachment C) is required for any CU•Source product Attachment C and the charges set forth in Schedule C will apply.

3. **FEES.** Client will pay Columbia Ultimate the fees and charges set forth in Schedules A for CU•Source services.

4. CONDITIONS ON USPS DATABASE AND NCOA.

4.1. **NCOA USAGE.** USPS certified services can only be used for updating a mail file. All records passed through the USPS service must be updated for purposes of being mailed and for no other purpose whatsoever. A minimum of 100 records must be submitted in each batch. If 100 record minimum is not met, the NCOA request will not be processed. This service cannot be used for individual look-ups, skip tracing, new movers list creation or other similar applications.

Transactional Services Agreement Schedule A-1

CU•Source – Acolloid Batch Pricing Schedule

SOFTWARE LICENSE FEES: Included

INITIAL FEES: Included

PERIODIC MINIMUM FEES: None

SERVICE FEES: See Table Below

<i>Request Code *</i>	Acolloid Output	Price Per Request	Price Per Hit **
<i>2</i>	Postal Standardization	Included	Included
<i>B</i>	NCOA - Change of Address/Standardization	\$0.03	\$0.10**
<i>D</i>	EDA – Per Record		\$0.13
<i>A</i>	Address Search (at exact phone number)		\$0.05
<i>C</i>	Phone Number		\$0.05
<i>E</i>	Phone Number (at exact address)		\$0.09 0.07
<i>G</i>	C & E Processing plus 2 Surnames		\$0.15
<i>J</i>	C & E Processing plus 2 Nearbys		\$0.15
<i>L</i>	C & E Processing plus 4 Surnames		\$0.20
<i>N</i>	C & E Processing plus 4 Nearbys		\$0.25
<i>O</i>	C & E Processing plus 2 Nearbys, 2 Surnames		\$0.25
<i>Q</i>	C & E Processing plus 5 Nearbys, 5 Surnames		\$0.30 0.38
<i>S</i>	Social Security Number Search		\$0.25
<i>T</i>	C & E Processing plus 8 Nearbys, 10 Surnames		\$0.30
<i>W</i>	Deceased		\$1.00

COLLECTOR REPORTS MAY NOT MATCH THE ACOLLAID SERVICE INVOICE.

* *Request Code* refers to the request codes in the current versions of Columbia Ultimate's Collector System, ManageMed, and RPCS software products.

** Per Hit pricing for NCOA B requests are reserved for clients using CU•Correspond only. All searches at per hit rate, please refer to table above. Upon activation of CU•Correspond, Customer may change pricing to Per Hit rates. If Customer chooses this option, Customer will receive a fax confirmation of the change to Per Hit rates. The Per Hit rate will be effective on the first day of the following month.

"Request" is a query seeking data. It does not mean that data will be returned.

"Hit" means data received from a request.

**Transactional Services Agreement
Schedule A-2**

CU•Source – Electronic Address Confirmation (EAC) Pricing

SOFTWARE LICENSE FEES: See Attachment C for CU•Transit Pricing (required).

PERIODIC MINIMUM FEES: \$25.00 per month minimum transaction fees.

SERVICE FEES (Transaction): See Table Below

Price Per Hit
\$0.20

"Hit" means data received from a request

**Transactional Services Agreement
Schedule A-3**

CU•SourceSM – Banko Pricing Schedule

SOFTWARE LICENSE FEES: Included

INITIAL FEES: No Columbia Ultimate fees. All charges come directly from Lexis Nexis.

PERIODIC MINIMUM FEES: No Columbia Ultimate fees. All charges come directly from Lexis Nexis.

SERVICE FEES: No Columbia Ultimate fees. All charges come directly from Lexis Nexis.

**Transactional Services Agreement
Schedule A-4**

CU•Source – Datalure Pricing Schedule

SOFTWARE LICENSE FEES: Included

INITIAL FEES: Included

PERIODIC MINIMUM FEES: None

SERVICE FEES: See Table Below

Datalure Output	Price Per Request	Price Per Hit **
NCOA --Change of Address	\$0.03	\$0.09**
Electronic Directory Assistance – Per Record		\$0.13
Proprietary Phone (based on Name and Address)		\$0.05
Proprietary Phone (based on Address only)		\$0.09
Proprietary Reverse Phone		\$0.05
Surname 1		\$0.04
Surname 2		\$0.035
Surname 3		\$0.02
Surname 4		\$0.02
Surname 5-10 per Surname returned		\$0.01
Nearby1		\$0.04
Nearby 2		\$0.035
Nearby 3		\$0.025
Nearby 4		\$0.02
Nearby 5-10 Nearby returned		\$0.01
Social Security Number (confirm)		\$0.25
Social Security Number (Discrepant)		\$0.25
Deceased		\$0.95

** Per Hit pricing is reserved for clients using CU•Correspond only. Upon activation of CU•Correspond, Customer may change pricing to Per Hit rates. If Customer chooses this option, Customer will receive a fax confirmation of the change to Per Hit rates. The Per Hit rate will be effective on the first day of the following month.

**Transactional Services Agreement
Schedule A-5**

CU•Source – Experian Credit Requesting

SOFTWARE LICENSE FEES: Included

INITIAL FEES: No Columbia Ultimate fees. All charges come directly from Experian.

PERIODIC MINIMUM FEES: No Columbia Ultimate fees. All charges come directly from Experian.

SERVICE FEES: No Columbia Ultimate fees. All charges come directly from Experian.

**Transactional Services Agreement
Schedule A-6**

CU•Source – Equifax Credit Requesting

SOFTWARE LICENSE FEES: Included

INITIAL FEES: No Columbia Ultimate fees. All charges come directly from Equifax.

PERIODIC MINIMUM FEES: No Columbia Ultimate fees. All charges come directly from Equifax.

SERVICE FEES: No Columbia Ultimate fees. All charges come directly from Equifax.

**Transactional Services Agreement
Schedule A-7**

CU•Source – TransUnion Credit Requesting

SOFTWARE LICENSE FEES: Included

INITIAL FEES: No Columbia Ultimate fees. All charges come directly from TransUnion.

PERIODIC MINIMUM FEES: No Columbia Ultimate fees. All charges come directly from TransUnion.

SERVICE FEES: No Columbia Ultimate fees. All charges come directly from TransUnion.

Transactional Services Agreement Attachment B

CU•Correspond

If indicated on the Signature Page, this CU•Correspond Attachment (Attachment B) and the related Schedule B are a part of the TS Agreement.

1. SERVICE DESCRIPTION.

1.1. Columbia Ultimate, or Columbia Ultimate's print vendors, will receive Customer's data and letter forms, merge the data with the forms, print and mail the letters. Each print vendor imposes a time cut-off for submissions. Subject to the vendor's time cut-off, letter transmissions will be processed, printed, and inserted within 24 hours for delivery to the US Postal Service. If Columbia Ultimate is unable to perform the 24 hours of receipt by Columbia Ultimate processing to mail based on service level agreement, Customer will have the option of a delayed mailing or to perform the mailing within the Customer's office. Customer will give Columbia Ultimate not less than 24 hours notice of estimated daily letter volume increases of 25% or more of normal daily volume.

1.2. NCOALink. National Change of Address search for addresses on all letters being processed.

1.3. Tracking and Reporting. Columbia Ultimate will provide weekly usage reports for letter tracking and postage availability. Columbia Ultimate also provides communication logs of all files transmitted. Customer is responsible for reconciling these against the various data vendor reports indicating files that were processed.

2. CU•CORRESPOND SOFTWARE LICENSE.

In order to make use of the CU•Correspond service, Customer's data must be formatted appropriately using the CU•Correspond Software. Columbia Ultimate hereby grants Customer a personal, nonexclusive, nontransferable license to use the CU•Correspond Software. Columbia Ultimate will provide Customer with a copy of the CU•Correspond Software. CU•Correspond also requires CU•Transit, see Attachment C.

3. SYSTEM REQUIREMENTS.

Customer must provide the data to Columbia Ultimate by online data transmission or CU•Transit. Data must be in Columbia Ultimate specified format.

4. FEES. Customer will pay Columbia Ultimate the fees and charges set forth in Schedule B. Please see the Postage and Payment section in Schedule B for late fee charges.

Transactional Services Agreement

Schedule B

CU•Correspond – Pricing Schedule

SOFTWARE LICENSE FEES: Included with UltimateConnect Subscription Fee

LETTER FORMATING : Included

PERIODIC MINIMUM FEES: \$400 per month minimum.

SERVICE FEES:

Postage and Payment

Postage and CU•Correspond services must be **pre-paid**. Pricing will be immediately increased without notice to reflect any postal rate increases on the date those increases takes effect. Columbia Ultimate's receipt of payment is a condition precedent to its performance of the contract. If Client has no remaining pre-paid funds, Columbia Ultimate will charge an additional fee of four (4) cents a letter for those letters processed when no prepaid funds exist. If payment is not timely received, Columbia Ultimate may cease supplying CU•Correspond services until the balance and any penalties are paid, and make use of all remedies available under existing laws.

CU•Correspond Services

Per Piece

Letter printed on 24 lb. White Woven 8 ½ X 11 Cutsheet Laser Paper Stock.	\$0.142**
Text printed in Black Laser Image on Full 8 ½ X 11 with 300 X 300 DPI.	
Standard 2/3 Bottom Page Micro Perforation for easy tear and return stub.	
White Woven #10 Double Window, Inside tinted Security Envelope.	
All Mail Processing, including folding, inserting, sorting, etc.	
All addresses are processed to confirm/append ZIP+4 and delivery point barcodes.	

**Based on estimated volume.

Volume Discounts:

0 – 49,999 letters/month	\$0.142*
50,000 - 99,999 letters/month	\$0.132*
100,000 - 199,999 letters/month	\$0.127*
200,000 or more letters/month	\$0.122*

*Pricing excludes postage. Actual postage rates will vary based upon current USPS postage rate and are calculated on letter volume per transmission and geographical distribution.

*Prices subject to change based on volume.

Optional Features:

Per Piece

Courtesy Reply Envelope (CRE) #9 White Wove 24 lb. Single Window	\$0.0197
Additional Page - 24 lb. White Woven 8 ½ x 11 Cutsheet Laser Paper	\$0.060
Duplex Printing	\$0.045
NCOALink	\$0.10
Archive	varies
Code 39 or OCR Barcode	N/C
Current Specialty Letter Stock	N/C
Custom Envelope or Letter Stock	varies

Custom specialty stock printed to Client's specification.

Minimum volume: 6 months usage.

Charged as used based on actual usage per transmission, billed on CU•Correspond weekly invoice.

Client must pay for unused stock at termination of CU•Correspond services or discontinuation of using the particular stock. Columbia Ultimate will provide charges (per piece and volume).

Shipping of unused stock at the expense of the Client.

Optional Set-Up Features:

One Time Charge

Digitized Scanning and Imaging of Agency Logo	\$150.00
Digitized Scanning and Imaging of Agent's Signatures	\$125.00
Free Letter Set-up for New Form Letters (changes apply for reformatting of existing letters)	N/C
Changes to Specific Form or Letter Body Text	\$ 20.00
Custom Programming (Per Hour)	\$125.00

Transactional Services Agreement Attachment C

CU•Transit

If indicated on the Signature Page, this CU•Transit Attachment (Attachment C) and the related Schedule C are a part of the TS Agreement

1. SERVICE DESCRIPTION. CU•Transit automates the movement of data files between Customer's system and Columbia Ultimate or to one of Columbia Ultimate's data vendors. Data is transmitted by Virtual Private Network (VPN) or Secure Socket Layer (SSL).

2. CU•TRANSIT SOFTWARE.

2.1. CU•TRANSIT SOFTWARE LICENSE. Columbia Ultimate hereby grants Customer a personal, nonexclusive, nontransferable license to use the CU•Transit Software. Columbia Ultimate will provide Customer with the required copies of the CU•Transit Software.

2.2. SETUP AND INSTALLATION RESPONSIBILITIES. Columbia Ultimate will provide Customer with an installation checklist. Client is responsible for configuring Client's PC so that it meets the minimum requirements for the application. Client is responsible for loading the third-party software according to the manufacturer's and Columbia Ultimate's specifications. Columbia Ultimate will provide up to 6 hours of installation, configuration, and testing assistance of the CU•Transit software.

3. SYSTEM REQUIREMENTS. Refer to current CU•Transit 2-page informational sheet for current system requirements.

4. FEES. Customer will pay Columbia Ultimate the fees and charges set forth in Schedule C.

**Transactional Services Agreement
Schedule C**

CU•Transit Pricing Schedule

SOFTWARE LICENSE FEES: Included

PERIODIC MINIMUM FEES: Included

SERVICE FEES: \$150.00 per month to total \$1,800 annually