

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

This Agreement is entered into this 1st day of March, 2016, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and RevQ – A Columbia Ultimate Company, hereinafter called "Contractor."

* * *

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

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 agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment I—§ 504 Compliance

Services to be performed by Contractor

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

2. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed eight hundred thousand dollars, \$800,000. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

3. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 1st, 2016, through February 28, 2019.

4. Termination; Availability of Funds

This Agreement may be terminated by Contractor or by the Treasurer-Tax Collector or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. 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 prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

5. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(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, if applicable, 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 and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section 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 by this Section 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 of it 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 County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents 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 Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

☒ Comprehensive General Liability... \$1,000,000

(Applies to all agreements)

☐ Motor Vehicle Liability Insurance... \$1,000,000

(To be checked if motor vehicle used in performing services)

☐ Professional Liability..... \$1,000,000

(To be checked if Contractor is a licensed professional)

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 (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants 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, County, 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 and payment pursuant to this Agreement.

10. Compliance With Laws

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, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability 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. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation 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. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. 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 upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability 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 any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☒ Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- ☐ Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.

- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 10, above. Such duty shall include reporting of the filing 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 or adjudication of allegations covered by this subsection 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 a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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 the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- 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 offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 2, above, is less than one-hundred thousand

dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

13. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies 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, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments shall be in writing and signed by the parties.

15. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

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

In the case of County, to:

San Mateo County, Revenue Services Division
Attn: Laura Williams
455 County Center, 1st Floor
Redwood City, CA 94063

In the case of Contractor, to:

RevQ – A Columbia Ultimate Company
Attn: Jim Adamson
4400 NE 77th Ave, Suite 100
Vancouver, WA 98662

17. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☐ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☐ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Jim Adamson (Chief Financial Officer – Columbia Ultimate, Inc.)

Contractor's Signature



Date:

1/28/2016

(April 1, 2015 CCC issued contract template version)

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 an in-house technical service department, which is available 8:00 AM to 5:00 PM Pacific Time Monday through Friday
2. Must maintain access to print facilities with multiple sites and turnaround time must be 24 hours or less, Monday through Friday excluding national holidays
3. Receive and send all account information in EDI format
4. Access NCOAA address database and securely update County Revenue Services Collection system
5. Able to print tear-off coupons on invoices/bills
6. The mailing must go out using the lowest possible 1st class pre-sort rate
7. Put the address of debtor in barcode on envelope
8. Meet all U.S. Postal requirements in regards to mailing address, and return regulations
9. Include logos in the letter templates
10. Translate debtor identification and amount due into OCR or barcode in the letter templates
11. Provide images of letters that are then retrieved through a secure website or a CD provided to the County on a monthly basis

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

1. SERVICE DESCRIPTION.

1.1. Columbia Ultimate, or Columbia Ultimate's third-party print vendors, will receive Client'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, Client will have the option of a delayed mailing or to perform the mailing within the Client's office. Client 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. 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. Client is responsible for reconciling these against the various data vendor reports indicating files that were processed.

2. **CU•CORRESPOND LICENSE.** In order to make use of the CU•Correspond Service, Client's data must be formatted appropriately using the CU•Correspond Software. Columbia Ultimate hereby grants Client a personal, nonexclusive, nontransferable license to use the CU•Correspond Software. Columbia Ultimate will provide Client with a copy of the CU•Correspond Software. CU•Correspond also requires a CU•Transit fee for data transmission for non-Ajility Clients.

3. **SYSTEM REQUIREMENTS.** Data submitted for letters must be in a Columbia Ultimate specified format.

4. **FEES.** Client will pay Columbia Ultimate the fees and charges set forth in the Fee Schedule. All fees must be prepaid. 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.

5. **LIMIT OF LIABILITY.** LIABILITY ON THE PART OF COLUMBIA ULTIMATE FOR LOSS, DESTRUCTION, OR DAMAGE BY BREAKAGE, LEAKAGE, THEFT OR ACCIDENTAL CAUSES PRIOR TO MAILING SHALL BE EXCLUSIVELY LIMITED TO REPLACEMENT WITH EQUIVALENT SERVICES AND REPROCESSING, AT NO CHARGE TO CLIENT. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, COLUMBIA ULTIMATE SHALL HAVE NO LIABILITY FOR DAMAGES RESULTING OR CLAIMED TO HAVE RESULTED FROM ERRONEOUS OR INCOMPLETE COMPILATION, PROCESSING OR TRANSMISSION OF INFORMATION OR DATA, INACCURATE SPECIFICATIONS PROVIDED OR APPROVED BY CLIENT OR ANY OTHER ERROR OF CLIENT.

INITIAL TERM:**CU•Transit Fee (If applicable)****\$150/Month****CU•Correspond Services****Per Piece****\$0.1585****

Letter printed on 24 lb. White Woven 8 1/2 X 11 Cutsheet Laser Paper Stock.

Text printed in Black Laser Image on Full 8 1/2 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

\$0.1585*

50,000 – 99,999 letters/month

\$0.149*

100,000 – 199,999 letters/month

\$0.144*

200,000 or more letters/month

\$0.139*

*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

Included

Additional Page - 24 lb. White Woven 8 1/2 x 11 Cutsheet Laser Paper

\$0.062

Duplex Printing

\$0.045

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.

Digital Full Color Print:**Color (first page)** _____**Duplex (additional)**

0 – 49,999 letters/month

\$0.164**\$0.072**

50,000 – 99,999 letters/month

\$0.154**\$0.072**

100,000 – 199,999 letters/month

\$0.149**\$0.072**

200,000 or more letters/month

\$0.144**\$0.072****Pressure Seal:****Color** _____**B&W**

0 – 49,999 Mailers/month

\$0.169**\$0.134**

50,000 – 99,999 Mailers/month

\$0.159**\$0.124**

100,000 – 199,999 Mailers/month

\$0.154**\$0.119**

200,000 or more Mailers/month

\$0.149**\$0.114****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**Estimated Monthly Volume:**

Estimated volume is 31,000 letters per month

X Estimated Standard Fees:**(50% of monthly volume X .75)**

31,000 letters x \$.75 = \$23,250 x 50% = \$11,625

[PREPAID FEES ON 2 WEEKS VOLUME DUE AT SIGNING AND MUST BE MAINTAINED AT ALL TIMES]**INITIAL TERM FOR ADDITIONAL SERVICES:****NCOALink**Client Initial: SW

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

EXCLUDED STATES. During implementation, Client must provide Columbia Ultimate with a list of all states that Client desires to exclude from mailing. If an updated mailing address is to one of the excluded states, the mail item will not be mailed and Client will be informed of the address change. If Client fails to indicate excluded states, the NCOALINK™ Service will mail to all states not excluded. Pursuant to the terms of this agreement, the excluded states list may be modified only in a written instrument executed by Client. **Price: \$0.10 / Per Hit**

EACClient Initial: SW

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. **Price: \$0.15 / Per Hit**

Web ArchivingClient Initial: SW**Initial Setup Fees: \$750 (invoiced after implementation)**

Includes: Reproduction of statements, Client specific indexing requirements, and one month online viewing.

Letter Volume	Price
<u><50,000</u>	\$ 150.00
<u>50,000 – 100,000</u>	\$ 175.00
<u>100,001 – 150,000</u>	\$ 250.00
<u>150,001– 200,000</u>	\$ 300.00
<u>>200,000</u>	\$ 350.00

Return Mail Management (RMM)Client Initial: to be determined

Description	Estimated # of Letters Per P.O. Box	Price	Note
Basic Service		\$ 0.15	Price is per scanned piece
S&H for returned letter/payments		\$ 10.00	Price is per shipped package
x-small P.O. Box	10 - 15	Prevailing rate	P.O. Box annual price
Small P.O. Box	20 - 30	Prevailing rate	P.O. Box annual price
Medium P.O. Box	40 - 60	Prevailing rate	P.O. Box annual price
Large P.O. Box	70 - 100	Prevailing rate	P.O. Box annual price
X-large P.O. Box	140 - 200	Prevailing rate	P.O. Box annual price

Multiple Letters Per Envelope (Householding)Client Initial: He

Description	Price
Up to 6 pages per envelope, or 5 pages with a return envelope	Surcharge of \$ 0.10 for each letter

ATTACHMENT I

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

The undersigned (hereinafter called "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.

Name of 504 Person:

Kimberly Turner

Name of Contractor(s):

Columbia Ultimate, Inc

Street Address or P.O. Box:

4400 NE 77th Ave. Ste. 100

City, State, Zip Code:

Vancouver, WA 98662

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

Signature:

Kimberly Turner

Title of Authorized Official:

Associate Excellence Partner

Date:

8/6/13

*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."