

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND ONTARIO SYSTEMS.

This Agreement is entered into this 1st day of July, 2019, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Ontario Systems, LLC as Columbia Ultimate, Inc.'s successor in interest, 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 providing billing/invoice printing and mailing services.

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

2. 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.

3. 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. In no event shall County's total fiscal obligation under this Agreement exceed eight hundred ten thousand dollars, \$810,000. 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. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2019, through June 30, 2022.

5. Termination

This Agreement may be terminated by Contractor or by the Deputy County Manager 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.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of fifteen calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above.

6. 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 specifically for 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.

7. 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.

8. 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 the performance of any work or services required of Contractor under this Agreement 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 real or tangible personal 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) damages or losses resulting from Contractor's breach of its Data Confidentiality obligations as set forth in Section 19.

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. The Contractor's indemnification obligations shall not exceed one million dollars (\$1,000,000).

9. 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. The parties agree that Contractor will use its print vendor to fulfill the services hereunder. Contractor agrees that it shall be solely responsible for ensuring the performance of its duties and obligations under this Agreement irrespective of whether

such services are subcontracted to and/or performed by Contractor's print vendor. 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. County acknowledges that any change of ownership of Contractor, whether by way of asset purchase, stock purchase, merger or other operation of law, shall not be considered an assignment of this Agreement.

10. 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:

(a) Comprehensive General Liability... \$1,000,000

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, provide Contractor notice of such deficiency. Contractor shall have 30 days to cure such breach.

11. 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.

12. 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

Contractor shall comply with all applicable laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

f. 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 the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commissioner 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 as follows:

- i. termination of this Agreement; and/or
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years.

13. 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 in the Section titled "Payments", 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.

14. 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. Access to such documentation will be given at Contractor's premises during normal business hours.

15. 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.

16. 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.

17. 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:

Name/Title: Peggy Jensen, Deputy County Manager
Address: 400 County Center, 1st Floor, Redwood City, CA 94063
Telephone: 650-363-4598
Email: pjensen@smcgov.org

In the case of Contractor, to:

Name/Title: Joshua Schreiner, Legal Counsel
Address: 4400 NE 77th Ave, Suite 100, Vancouver, WA 98662
Telephone: 360-260-5741
Email: Joshua.schreiner@ontariosystems.com

18. Electronic Signature

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. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Data Confidentiality

The Parties will maintain the confidentiality of any and all personally identifiable information exchanged by each as a part of this agreement, and prevent further disclosure except as authorized by this Agreement and in accordance with

state and federal laws. The confidentiality requirements under this paragraph shall survive the termination or expiration of this agreement or any subsequent agreement intended to supersede this agreement.

Personally identifiable information includes (but is not limited to) names, addresses, social security numbers; other indirect identifiers such as date of birth, place of birth, and mother's maiden name; and/or other information that, alone or in combination, is linked or linkable to a specific individual that would allow a reasonable person in the community, who does not have personal knowledge of the relevant circumstances, to identify the individual with reasonable certainty.

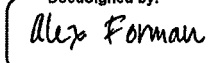
To ensure the continued confidentiality and security of data processed, stored, or transmitted under this Agreement, the parties shall establish a system of safeguards that will at minimum include the following:

- a. Procedures and systems that ensure all records, including records containing personally identifiable information, are kept in secured facilities and access to such records is limited to only those personnel who are authorized to have data access under this section of the Agreement.
- b. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under this Agreement.
- c. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided under this Agreement.
- d. Procedures and systems that ensure that all confidential data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- e. The procedures and systems developed and implemented to process, store, or transmit data provided under this Agreement shall ensure that any and all disclosures of confidential data comply with all provisions of Federal and and California law relating to the privacy rights of individuals, such as but not limited to, the Information Practices Act and the California Public Records Act insofar as such laws are applicable to the parties 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:

For Contractor: Ontario Systems, LLC.

<small>DocuSigned by:</small>  <small>8231C8A250A37462</small>	July 18, 2019	Alex Forman
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

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 NCOALink address and return data to Revenue Services collection system to update Revenue Services Accounts
5. Able to print tear-off coupons on invoices/bills
6. Mailings 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

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:

Exhibit B –Ontario Correspond

1. Ontario Correspond Services and Term. “Ontario Correspond Services” means: (a) printing of letters or pressure mailers (each a “Letter”); (b) addressing of Letters with ZIP+4 and intelligent mail barcodes; (c) conducting national change of address searches; and (d) mailing Letters. To utilize the Ontario Correspond Services, Client will maintain licenses to one of Ontario Systems’ software enterprise products (e.g., FACS, TCS, Artiva RM, or Artiva HCx) (the “Software”) and the applicable communication tool for the Software (e.g., CU Transit or Link). This Exhibit B begins on the effective date and lasts for an initial term of 12 months from the first day of the first calendar month after the Go Live Date. Thereafter, this Exhibit B will renew for successive months until terminated in accordance with Section 19.

2. Prepaid Balance. During the Term, Client shall maintain a prepaid account balance with Ontario Systems to cover at least two weeks of Client’s estimated Letter volume. The initial prepaid account balance is:

Services	Estimated Two Week Volume	Prepaid Balance
Ontario Correspond and any Optional Services	15,500 Letters	\$ 11,000

Client acknowledges that Ontario Systems will deduct Ontario Correspond Services fees, Letter option fees, optional service fees, processing fees, and postage expenses from this prepaid balance. Client shall pay to Ontario Systems the prepaid balance upon execution of this Exhibit B. Every week thereafter, Ontario Systems will invoice Client for the amount needed to replenish the prepaid balance and Client acknowledges the invoice is due and payable upon receipt. If at any time Client exhausts its prepaid balance, Ontario Systems may (a) charge an additional fee of \$0.04 per processed Letter until the prepaid balance is replenished; or (b) suspend providing any services until the prepaid balance is replenished. Client needs to monitor Client’s weekly volume to avoid exhausting the prepaid balance. If Client has a higher volume need for any week or wants to avoid exhausting the prepaid balance at any time, Client may provide an additional payment to Ontario Systems with directions to add the additional payment to Client’s prepaid balance. Client acknowledges there is a \$400 per month minimum spend. Accordingly, if Client incurs less than \$400 in fees in a given month, Ontario Systems shall deduct the difference between \$400 and the amount incurred from the prepaid balance for payment for that month.

3. Ontario Correspond Fees. The following fees for the Ontario Correspond Services are volume based and differ based on whether it is a standard letter or pressure seal mailer and whether it is printed in black and white or color.

Standard Letter Print Volume	Black and White Print Fee	Color Print Fee
0 - 49,999 letters/month	\$0.149 per one page letter	\$0.164 per one page letter
50,000 – 99,999 letters/month	\$0.139 per one page letter	\$0.154 per one page letter
100,000 – 199,999 letters/month	\$0.134 per one page letter	\$0.149 per one page letter
200,000 or more letters/month	\$0.129 per one page letter	\$0.144 per one page letter

Pressure Seal Mailer Volume	Black and White Print Fee	Color Print Fee
0 - 49,999 mailers/month	\$0.134 per one page mailer	\$0.169 per one page mailer
50,000 – 99,999 mailers/month	\$0.124 per one page mailer	\$0.159 per one page mailer
100,000 – 199,999 mailers/month	\$0.119 per one page mailer	\$0.154 per one page mailer
200,000 or more mailers/month	\$0.114 per one page mailer	\$0.149 per one page mailer

For a standard letter, the letter is currently printed on 24lb white wove 8 ½ X 11 cutsheet laser paper with text printed in black laser image with 300 X 300 DPI and with the inclusion of a standard 2/3 bottom page micro perforation for tear and return stub and the letter is mailed in a white woven #10, double window, inside tinted

security envelope. Ontario Systems may change the standards for letters upon providing notice to Client. The print fee is based on a one page letter/mailer. If additional pages are needed, the applicable fees in Exhibit C will apply.

4. Processing Fee for Non-Printed Submissions. Ontario Systems will charge Client for and deduct from the prepaid balance a \$0.01/piece processing fee if Client transmits a Letter file and a Letter is not printed/mailed due to Client attempting to mail to a previously identified closed state, Client providing insufficient contact information in a Letter request, Client submits a stop Letter request, or for other reasons due to Client's submissions or requests.

5. Postage Fees. The fees set forth in this Exhibit B do not include postage expenses. Ontario Systems will charge Client for and deduct postage expenses from the prepaid balance at the actual U.S. postal services qualification rates.

6. Letter and Processing Options. As set forth in Exhibit C, Client may utilize a variety of different Letter features, obtain custom stock, indicate specific closed states to which Client does not want Letters sent, make a stop Letter request, request Letter changes, or elect other processing options for the applicable fees. In the event Client desires custom programming services, the parties will need to enter into a separate statement of work setting forth the scope of the services and the fees for those services based on the hourly rate set forth in Exhibit C.

7. Optional Services. As set forth in Exhibit C, Client may elect to receive a variety of optional services. If Client does not elect any of the optional services at the time of entering into this Exhibit B, Client may later obtain the optional services by entering into a separate order with Ontario Systems.

8. Fee Adjustments. Ontario Systems may adjust any fees charged under this Schedule by providing Client with 90 days' written notice prior to any increase. This notice requirement does not apply to changes in postage fees which will automatically be applied. Additionally, Ontario Systems may adjust the pre-paid balance amount based on any increases to Client's volume by providing Client with 10 days' advance written notice of the increased volume and resulting increase in the prepaid balance. Client shall provide Ontario Systems with at least 24 hours' written notice of any estimated daily volume increases of 25% or more of Client's average daily volume.

9. Professional Services. Ontario Systems will implement the Ontario Correspond Services by: (a) setting up Letter templates or converting any existing Client Letter templates in accordance with Section 11; (b) if applicable, setting up any elected optional services; (c) training Client on Letter template setup, Letter generation, and stop Letter requests in accordance with Section 12; and (d) providing testing assistance in accordance with Section 13.

10. Letter Set Up. Prior to transmitting data to Ontario Systems for printing Letters, Client shall review, edit and approve in writing all Letter templates. Client shall provide the appropriate merge field data for the Letters (e.g., @code, insert field, etc.), which can be found in the applicable user manuals for the Software.

11. Training. Ontario Systems will provide training on Letter template setup, how to generate Letters and how to submit stop Letter requests. This training is not intended to cover all features and functionality. Client shall provide at least one Client representative to receive training that is knowledgeable with the Software. If Ontario Systems reasonably believes the selected Client representative does not have the requisite knowledge, Ontario Systems may request an alternate Client representative. Client may request additional training which will be subject to the parties agreeing to a separate statement of work setting forth the scope of services and fees.

12. Testing. As part of implementation, Client shall create a test debtor account on the Software with test data sufficient enough to simulate an actual account ("Test Data"). Ontario Systems will transmit the Test Data to the print vendor and will review for formatting errors. Ontario Systems shall provide Client with a proof Letter from the print vendor using the Test Data for Client's review ("Proof"). Client shall promptly review the Proofs provided by Ontario Systems to compare to Test Data to determine whether the Letters are appropriately configured. Once Client has validated the Proofs, Client will notify Ontario Systems in writing accepting the Proofs and Ontario Systems will then set the Letters live for printing during the next available printing cycle ("Go Live Date").

13. Letter Processing and Stop Requests. After the Go Live Date and subject to Client submitting the Letter request prior to the then current time-cut off for submissions (currently, 9:30 am Pacific Standard Time each business day, excluding Ontario Systems' recognized holidays), Client can expect that Letter transmissions will be processed, and printed for delivery to the US Postal Service within 24 hours of receipt of the submission. If Ontario Systems is unable to deliver the Letter to the US Postal Service within 24 hours of receipt, Client may have it delayed mailed through the Ontario Correspond Services or if Client maintains its own Letter templates, Client may print and mail the Letter from Client's office. If any error caused by Ontario Systems or its letter vendor occurs prior to mailing of a Letter, Client's exclusive remedy is for Ontario Systems to reperform the services and process the Letters at no charge to Client. If Client requests a Letter batch to be stopped from printing/ mailing, Ontario Systems will make reasonable efforts to stop the batch for the applicable fee set forth in Exhibit C. Client acknowledges that if the stop request is made more than two hours from when the Letter file was transmitted for printing or outside of the hours of 5 am and 5 pm Pacific Standard Time each standard business day, that Ontario Systems cannot process the stop request.

14. Letter Changes. After the Go Live Date, Client may request Letter changes for the fees set forth in Exhibit C. In exchange for Client paying both the standard change request fee and a rush change request, Client may request a Letter change or set up be returned as a template for Client approval within a 24 hour period.

15. Tracking and Reporting. Unless Client has no Ontario Correspond Services activity in a week, Ontario Systems will provide a weekly statement of usage for Letter tracking and postage availability. Ontario Systems will also provide communication logs of all files transmitted. Client is responsible for reconciling these reports against Client's internal records to determine that files were appropriately processed and billed within 90 days of receipt.

16. Storage. Client's raw Letter request data files (i.e., data not merged into Letter templates) are typically deleted within thirty (30) days from the date of transmission. Ontario Systems does not retain copies of Client's printed Letters. If Client wishes to store and access copies of printed Letters (raw data merged with Letter templates), Client may elect to use the Web Archiving optional service set forth in Exhibit C for the applicable fees.

17. Client's Compliance. Client acknowledges that: (a) Client is responsible for the accuracy and integrity of the Client Data it provides to Ontario Systems and its Letter vendors; (b) its own compliance with all rules, regulations and laws and the data Client transmits through these services; and (c) Ontario Systems does not provide any and disclaims all warranties related to any Letter templates provided by Ontario Systems. Client shall not rely on Ontario Systems' guidance, advice, or counsel with respect to compliance with any rules, regulations and laws. Client acknowledges that Ontario Systems does not review the Letters for content accuracy, validity, or compliance purposes and is not responsible for errors caused by insufficient or inaccurate data. Client shall monitor all information being transmitted for the Ontario Correspond Service for accuracy, compliance and completeness.

18. Limitation on Liability. EXCEPT FOR ONTARIO SYSTEMS' INDEMNIFICATION OBLIGATIONS, ONTARIO SYSTEMS' LIABILITY IN THE AGGREGATE TO CLIENT FOR ANY CAUSES OF ACTION, CLAIMS, OR ASSERTIONS ARISING UNDER OR RELATED TO THIS EXHIBIT B, REGARDLESS OF THE FORM OF ACTION (WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE), IS LIMITED TO \$250,000. IN NO EVENT WILL ONTARIO SYSTEMS BE LIABLE TO CLIENT FOR LOSS OF DATA, LOST PROFITS, OR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES OF ANY TYPE OR NATURE, EVEN IF ONTARIO SYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ONTARIO SYSTEMS HAS NO LIABILITY FOR DAMAGES RESULTING OR CLAIMED TO HAVE RESULTED FROM ERRONEOUS OR INCOMPLETE COMPILATION, PROCESSING OR TRANSMISSION OF INFORMATION OR DATA, INACCURATE SPECIFICATIONS OR LETTER TEMPLATES PROVIDED OR APPROVED BY CLIENT OR ANY OTHER ERROR OF CLIENT.

Exhibit C –Ontario Correspond Letter Options and Optional Services

Letter Options: For the fees listed below, Client may elect the following Letter features or processing options:

1. Letter Features and Processing Options.

Letter Feature	Fee
Courtesy Reply Envelope (CRE) #9 White Woven 24 lb. Single Window	\$0.0197 per piece
Additional Page - 24 lb. White Woven 8 ½ x 11	\$0.062 per piece
Duplex Printing – Black & White	\$0.045 per piece
Duplex Printing – Color	\$0.072 per piece (additional)
Legal Size Paper (8½ X 14) – Black & White	\$0.03 per page (additional)
Legal Size Paper (8½ X 14) – Color	\$0.05 per page (additional)
Code 39 Barcode or OCR Scanline	No Charge
Current Specialty Letter Stock	No Charge
Flat Mail Hand Insert Fee for large envelopes (e.g., 9"x12")	\$0.20 per piece
Digitized Scanning and Imaging of Agency's Logo	\$125.00 one time fee
Digitized Scanning and Imaging of Agency's Signatures	\$125.00 one time fee
Free Set-up for New Form Letters During Initial Letter Set Up (charges apply for reformatting of existing Letters)	No Charge
Changes to Specific Form or Body Text or New Form Letter Set Up - After Initial Letter Set Up	\$20.00 per piece
Rush Letter/Mailer Fee	\$20.00 per piece
Custom Programming	\$125/hour

- 2. Custom Stock.** Upon the parties agreeing to an order setting forth the rate for at least 6 months' worth of Client's then current volume, Client may receive specialty stock printed to agreed to specifications. Ontario Systems will invoice Client and deduct the fees from the Client's prepaid balance as the stock is used. If Client discontinues the use of the stock or this Exhibit B is terminated for any reason, Client will pay Ontario Systems within 30 days for all unused custom stock and Ontario Systems will, at Client's expense, ship the unused stock to Client.

Optional Services: By initialing below, Client elects to have Ontario Systems provide the applicable optional service:

1. NCOALink **Client Initial:** _____

If elected, Ontario Systems will return National Change of Address data to Client's collection system to update Client's accounts for the following fee: **\$0.10/hit**.

2. EAC **Client Initial:** _____

If elected, Ontario Systems will provide to Client Electronic Address Confirmation ("EAC"), which is an automated electronic process for providing address corrections and return mail data from the U.S. Postal Service in lieu of receiving physical return mail and address update cards for the following fee: **\$0.15/hit**

3. RMM **Client Initial:** _____

If elected, Ontario Systems will provide to Client Return Mail Management (“RMM”) services, which redirects physically returned mail content to a post office box and convert such letters to an electronic format and to collect new address cards to forward to Client. To use this service, Client must also elect to receive the EAC service. The following fees apply to RMM:

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	Current rate	P.O. Box annual fee
Small P.O. Box	20 - 30	Current rate	P.O. Box annual fee
Medium P.O. Box	40 - 60	Current rate	P.O. Box annual fee
Large P.O. Box	70 - 100	Current rate	P.O. Box annual fee
X-large P.O. Box	140 - 200	Current rate	P.O. Box annual fee

4. Web Archiving Client Initial: _____

If elected, Ontario Systems will provide to Client electronic reproduction of statements, agreed to indexing requirements, and one month online viewing of printed letters at the following fees:

Item	Fee
PDF Creation	\$0.01 per record
Implementation Fee	\$750 (invoiced after implementation)
Letter Volume:	Price Per Month for Volume:
<50,000	\$ 150.00
50,000 – 100,000	\$ 175.00
100,001 – 150,000	\$ 250.00
150,001– 200,000	\$ 300.00
>200,000	\$ 350.00
Long term Storage	\$0.002 per page after 1 month on SFTP

5. Multiple Letters Client Initial: _____

If elected, Ontario Systems will permit Client to combine multiple letters from the same transmission file with an exact addressee match into a single envelope for mailing to save on postage. The following fees apply to this service:

Description	Price
Each additional letter placed in the envelope	Surcharge of \$0.10 for each letter
Over 6 pages per envelope, or 5 pages with a Courtesy Reply Envelope. A 9"x12" envelope is required	Flat Mail Hand Insert Fee of \$0.20 per envelope, plus any increased postage fees.

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: Darla Brown

Name of Contractor(s): Ontario Systems, LLC

Street Address or P.O. Box: 1150 W Kilgore Ave

City, State, Zip Code: Muncie, IN 47305

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

Signature:

DocuSigned by:
Alex Forman
8231G8A25DA1462...

Title of Authorized Official: VP & General Counsel

Date:

July 18, 2019

*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."