

**COUNTY OF SAN MATEO**  
**AGREEMENT WITH INDEPENDENT CONTRACTOR**

Exhibit "A"  
Agreement No. \_\_\_\_\_

Agreement between the County of San Mateo and **Columbia Ultimate Business Systems**

Use Additional Sheets as Necessary

**I. Description of Services to be Performed by the Contractor**

See attached exhibit "B"

**II. Amount, Method and Rate of Payment**

See attached exhibit "C"

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

See attached contract titled "Immedia Agreement". With the assistance of County Counsel, an addendum was prepared and added to the Immedia Agreement. The addendum references the County Business Associates Agreement as exhibit A and incorporates all the necessary elements covered in our County contract. Roxanna Downing (General Manager), Columbia Ultimate Business System (Immedia Division) has signed the addendum.

<u>See signed "Immedia Agreement / Addendum"</u>	_____	_____	_____
Contractor's Signature	Date	Contractor's Name (Please Print)	Date

_____	_____	_____	_____
Department or Division Head	Date	Department or Division Head Name (Please Print)	Date

_____	_____	_____
Purchasing Agent, County of San Mateo	Date	Budget Unit

Immedia Agreement

January 13, 2004

Parties:

Columbia Ultimate, Inc., a Washington corporation  
 14300 SE First Street  
 Vancouver, Washington 98684  
 Telephone: 360-256-7358

("Columbia Ultimate")

County of San Mateo # 4300  
 Revenue Services EPS132  
 455 County Ctr 1st Fl  
 Redwood City, CA 94063-1663

("Customer")

This Immedia Agreement ("Immedia Agreement") consists of this page ("Signature Page"), the attached terms and conditions ("Terms and Conditions") and the attachments and schedules indicated below ("Attachments").

		Date	Customer Initials	Columbia Ultimate Initials
	Terms and Conditions	Included	Included	Included
Attachment A	CU*Source	Included	Included	Included
Schedule A-1	Acollaid Batch Pricing *	INCLUDED		BRD
Schedule A-2	Acollaid On-Line Pricing			
Schedule A-3	EAC Pricing			
Schedule A-4	DataLure Pricing			
Schedule A-5	EDS Pricing *	INCLUDED		BRD
Schedule A-6	Banko Interface			
Attachment B	CU*Correspond *			
Schedule B	Pricing	INCLUDED		BRD
Attachment C	CU*Transit			
Schedule C	Pricing			

Additional provisions: Will waive CU Transit installation fee of \$750.00 for pre release of EDS\*Pay Phase II.

Agreed:

County of San Mateo # 4300  
 Authorized Signature

Columbia Ultimate, Inc.

By: Mary Welch  
 Print Name: Mary Welch  
 Title: EPS Director  
 Date: 3/8/04, 2004

By: Roxanne Downing  
 Print Name: Roxanne D. Downing  
 Title: General Mgr  
 Date: March 22, 2004

## Immedia Agreement

### Terms and Conditions

1. **BACKGROUND.** Columbia Ultimate owns, or has acquired from others, rights for the use of proprietary data, data services, financial services printing services, mailing services and computer software. Immedia is a division of Columbia Ultimate that provides data and financial services, including CU•Source, CU•Correspond, and CU•Transit. Customer desires to use Columbia Ultimate's services and licenses in Customer's business, and Columbia Ultimate desires to provide those services and licenses on the terms and conditions contained in this Immedia Agreement.

2. **DEFINITIONS.** The following definitions apply in this Immedia Agreement for capitalized terms:

CU•Correspond: print and mail services as further described in Attachment B.

CU•Source: data services as further described in Attachment A.

CU•Transit: data file transmission services as further described in Attachment C.

Immedia Information: information provided to Customer pursuant to this Immedia Agreement.

Immedia Services: the CU•Source, CU•Transit, and CU•Correspond services.

Immedia Software: The CU•Source Software (further described in Attachment A); the CU•Correspond Software (further described in Attachment B); CU•Transit Software (further described in Attachment C); related user manuals and documentation; related program updates, enhancements, revisions and releases; and any other computer program or programming or documentation provided by Columbia Ultimate in connection with this Immedia Agreement.

3. **SCOPE OF AGREEMENT AND SERVICES.** During the term of this Immedia Agreement, and subject to the terms and conditions set forth herein, Columbia Ultimate will provide the Immedia Services and Immedia Software indicated on the Signature Page on a nontransferable, nonexclusive basis. Standard procedures, input formats and output formats will be as designated from time to time by Columbia Ultimate. Columbia Ultimate in its sole discretion may change or terminate the type and content of the Immedia Information, in whole or in part, from time to time.

#### 4. OWNERSHIP.

4.1. **TITLE TO IMMEDIA INFORMATION AND IMMEDIA SOFTWARE.** The Immedia Information and Immedia Software are licensed, not sold. Columbia Ultimate has expended considerable time, effort and funds to create and acquire rights to the Immedia Information and the Immedia Software. Except as otherwise explicitly set forth in this Immedia Agreement, all rights, title, copyrights, and interest in and to the Immedia Information and Immedia Software, and any copies of the Immedia Information or Immedia Software, are and at all times will remain, the property of Columbia Ultimate and/or its suppliers. Customer's right to use the Immedia Information and Immedia Software is only as specified in this Immedia Agreement. Columbia Ultimate retains all rights not expressly granted to Customer in this Immedia Agreement.

4.2. **DECLARATION OF COPYRIGHT.** Copyright laws and international copyright treaties, as well as other intellectual property laws and treaties, protect the Immedia Information and Immedia Software. In addition to Customer's confidentiality obligations (Section 7), Customer may not copy or modify, and Customer may not permit its agents, technical consultants or others to copy or modify, the Immedia Information or Immedia Software except as explicitly set forth in this Immedia Agreement. Customer may not reverse engineer, decompile or disassemble the Software. Customer will not take any action that jeopardizes Columbia Ultimate's or its suppliers' proprietary rights or acquire any right in the Immedia Information or the Immedia Software, except the limited license rights granted to Customer in this Immedia Agreement. Nothing in this Immedia Agreement constitutes a waiver of any rights of Columbia Ultimate under U.S. Copyright law or any other international, federal or state law.

4.3. **SOFTWARE LICENSE.** Columbia Ultimate hereby grants to Customer a personal, nonexclusive, nontransferable license to use the Immedia Software as indicated in the applicable Attachments for Customer's own data processing purposes during the term of this Immedia Agreement.

#### 5. TERM, TERMINATION AND SURVIVAL.

5.1. **TERM.** The term of this Immedia Agreement begins upon execution of this Immedia Agreement by both parties and continues until terminated as provided herein.

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5.2. **TERMINATION.** This Immedia Agreement will terminate upon the earlier of:

5.2.1. Thirty days notice by the terminating party to the other; or

5.2.2. Material breach of this Immedia Agreement that has not been cured for 10 days from notice thereof to the breaching party.

5.3. **EFFECT OF TERMINATION.** Upon termination of this Immedia Agreement:

5.3.1. All rights of Customer with respect to the Immedia Information, the Immedia Software and the licenses granted by Columbia Ultimate hereunder will immediately terminate;

5.3.2. Customer must promptly return all copies of the Immedia Information, the Immedia Software and accompanying written materials to Columbia Ultimate or otherwise dispose of the Immedia Information, Immedia Software and accompanying materials in such manner as is acceptable to Columbia Ultimate; and

5.3.3. Customer must immediately pay all amounts owing to Columbia Ultimate, and all such obligations will be accelerated.

5.4. **SURVIVAL.** The provisions of Sections 3, 4, 7, 11, 12, 13, 14, 16 and this Section 5 will survive termination of this Immedia Agreement.

**6. PAYMENT.**

6.1. **FEES.** Customer will pay Columbia Ultimate the fees described in the Attachments and related Schedules. Payment will be due and payable upon invoice unless otherwise stated on the face of the invoice or in an Attachment. Charges not paid within 30 days from the date of the invoice are subject to a late payment charge of 1½% per month or the maximum rate permitted by law, whichever is lower.

6.2. **ADJUSTMENTS IN FEES.** Columbia Ultimate in its sole discretion may change the fees for the Immedia Services and the Immedia Software license(s) from time to time upon 30 days notice to Customer. Fees charged to Customer will be no higher than the then-current fees charged by Columbia Ultimate on similar Immedia Information and Immedia Software licensed to similar customers under like terms and conditions at the time.

6.3. **TAXES.** Prices and fees are exclusive of, and Customer will be solely responsible for paying (or providing an exemption certificate with respect

to), all sales, use, excise and similar taxes relating to the sale or license of the Immedia Information, the Immedia Software and related services.

6.4. **CURRENCY.** All fees are in US Dollars unless otherwise specified.

6.5. **SHIPPING CHARGES; RISK OF LOSS.** Columbia Ultimate Products are sold F.O.B. shipping agent. Customer is responsible for the payment of all shipping and installation charges. Columbia Ultimate may prepay freight charges and invoice Customer, if applicable. Risk of loss is upon Customer once Columbia Ultimate has delivered to the shipping agent.

6.6. **EXPENSES.** Reasonable out-of-pocket expenses for Columbia Ultimate's personnel at Customer's designated location (air fare, auto rental, hotel, meals, etc.) and other expenses incurred on behalf of Customer (long distance telephone/modem charges, etc.) are not included in the fees quoted and will be charged to Customer separately.

6.7. **ADDITIONAL SERVICES.** On-site professional services days are 8-hour days. Additional time may be billed as additional charges. Additional person days (8-hour days) of professional services (including internet meetings) are available at Columbia Ultimate's then-current rates, plus expenses.

7. **CONFIDENTIALITY.** The Immedia Information, the Immedia Software, this Immedia Agreement, related communications from Columbia Ultimate in whatever form, and their content are the confidential information of Columbia Ultimate and may not be disclosed or used for any purpose not expressly permitted by this Immedia Agreement or as otherwise expressly authorized in writing by Columbia Ultimate. Customer must take all reasonable steps necessary to ensure that neither the Immedia Information nor the Immedia Software nor any portion thereof are copied or made available (in whole or in part) by Customer or by any of its agents or employees in any form (including but not limited to magnetic tape, disk, or memory) to any organizations or individuals not licensed by this Immedia Agreement to make use thereof. Customer will assure that all individuals having access to the Immedia Information or Immedia Software (including but not limited to Customer's technical consultants) will observe and perform this confidentiality covenant.

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**8. COVENANTS, REPRESENTATIONS AND WARRANTIES OF CUSTOMER.**

8.1. AFFIRMATIVE COVENANTS: Customer will:

8.1.1. use the Immedia Information and Immedia Services only:

8.1.1.1. for Customer's business operations;

8.1.1.2. for collecting an account of the debtor to which the Immedia Information applies, or for legitimate business needs in connection with a business transaction initiated by the debtor, and for no other purpose;

8.1.1.3. in accordance with the terms and conditions, and for the purpose, set forth in this Immedia Agreement;

8.1.1.4. Comply fully with all state, federal, and local laws, ordinances, rules and regulations including, but not limited to, the Gramm-Leach-Bliley Act (15 USC 6801 *et seq.*), the Drivers Privacy Protection Act (18 USC 2721 *et seq.*), the Fair Credit Reporting Act (15 USC 1681 *et seq.*) and other regulations relating to the operation and the use of software and debt collection in general;

8.1.1.5. in compliance with all applicable privacy and data protection laws, rules and regulations; and

8.1.1.6. in compliance with the rules and policies published by the Direct Marketing Association and such other associations or groups of which Customer is a member;

8.1.2. ensure all letters and notices meet legal compliance before submitting to the Columbia Ultimate for Immedia Services;

8.1.3. limit disclosure of the Immedia Information and Software to the employees and agents of Customer who have a need to know such information for purposes of this Immedia Agreement, and who, with respect to the confidential information of Columbia Ultimate, are bound in writing by confidentiality terms no less restrictive than those contained in this Immedia Agreement;

8.1.4. instruct its employees having access to the Immedia Information and Immedia Software not to copy, duplicate or disclose the Immedia Information or Immedia Software or any components thereof; and

8.1.5. use normal security measures to safeguard the Immedia Information and Immedia Software from access by persons other than Customer's employees using the Immedia Information and Immedia Software for Customer's own requirements and from theft.

8.2. NEGATIVE COVENANTS: Customer will not:

8.2.1. Provide or otherwise make available any Immedia Information or the Immedia Software to any third party for any purpose whatsoever;

8.2.2. Utilize the Immedia Information the Immedia Services or the Immedia Software to offer any services competing to those offered by Columbia Ultimate or any of Columbia Ultimate's suppliers; and

8.2.3. Use the Immedia Information as a factor in:

8.2.3.1. Establishing an individual's eligibility for credit or insurance;

8.2.3.2. Underwriting individual insurance;

8.2.3.3. Evaluating an individual for employment, promotion, reassignment or retention as an employee; or

8.2.3.4. Determining an individual's eligibility for a license or other benefit granted by a governmental authority.

8.3. REPRESENTATION AND WARRANTIES. Customer represents and warrants that Customer is:

8.3.1. the end user of the Immedia Information; and

8.3.2. either a credit grantor or a collection agency or an agent thereof.

**9. COVENANTS OF COLUMBIA ULTIMATE.** Columbia Ultimate will not disclose to any third party any confidential or proprietary information of Customer, including sales, marketing, consumer account or other information proprietary to Customer.

**10. LIMITED WARRANTIES.**

10.1. IMMEDIA INFORMATION. Columbia Ultimate warrants that the Immedia Information provided pursuant to this Immedia Agreement will, upon delivery, be as current, accurate and complete as may be reasonably achieved using the source data,

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compilation and data processing methods normally employed by Columbia Ultimate and its suppliers in the ordinary course of their business. Columbia Ultimate does not warrant that the Immedia Information provided is or will be error free. Neither Columbia Ultimate nor its suppliers attempt to independently verify the completeness, accuracy or authenticity of the Immedia Information provided. In addition, the Immedia Information reported to and by Columbia Ultimate and its suppliers maybe subject to transcription and transmission errors. ACCORDINGLY, THE IMMEDIA INFORMATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANY USE OR RELIANCE UPON THE IMMEDIA INFORMATION AND/OR IMMEDIA SERVICES BY CUSTOMER IS AT CUSTOMER'S OWN RISK.

10.2. IMMEDIA SOFTWARE - NO INFRINGEMENT. During the term of this Immedia Agreement, Columbia Ultimate warrants that it has the right to license the Immedia Software to Customer under terms of this Immedia Agreement, that the Immedia Software does not infringe upon the rights of any third parties, and that the Immedia Software does not violate any U.S. protected copyright or trademark or any other proprietary rights of third parties.

11. **DISCLAIMER OF WARRANTIES.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS IMMEDIA AGREEMENT, COLUMBIA ULTIMATE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF, OR RELATED TO, THIS IMMEDIA AGREEMENT, THE IMMEDIA INFORMATION OR THE IMMEDIA SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES REGARDING QUALITY, CORRECTNESS, COMPLETENESS, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR OTHERWISE (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE), EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES. THE OBLIGATIONS OF COLUMBIA ULTIMATE TO CUSTOMER ARE RELATED TO SERVICES PROVIDED BY COLUMBIA ULTIMATE. THIS IMMEDIA AGREEMENT IS A SERVICE AGREEMENT FOR THE PURPOSES OF THE

UNIFORM COMMERCIAL CODE OF ANY APPLICABLE JURISDICTION, AND THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE DO NOT APPLY TO THIS AGREEMENT.

12. **EXCLUSION OF DAMAGES.** NOTWITHSTANDING ANYTHING IN THIS IMMEDIA AGREEMENT TO THE CONTRARY, IN NO EVENT WILL COLUMBIA ULTIMATE, ITS SUPPLIERS, OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES OR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. **LIMITATION OF LIABILITY.** COLUMBIA ULTIMATE'S CUMULATIVE LIABILITY FOR ALL LOSSES RELATING TO OR ARISING IN CONNECTION WITH THIS IMMEDIA AGREEMENT OR THE IMMEDIA INFORMATION PROVIDED WILL NOT UNDER ANY CIRCUMSTANCES OR IN ANY EVENT EXCEED THE FEES ACTUALLY PAID TO COLUMBIA ULTIMATE BY CUSTOMER FOR THE PARTICULAR IMMEDIA SERVICE IN ISSUE DURING THE 12 MONTHS PRECEDING THE EARLIEST EVENT GIVING RISE TO SUCH LIABILITY.

#### 14. **INDEMNIFICATION OF COLUMBIA ULTIMATE.**

14.1. **INDEMNIFICATION OBLIGATION.** Customer must defend, indemnify and hold harmless Columbia Ultimate and its suppliers and affiliates, and their respective employees, agents, officers, directors, and shareholders, from and against all losses, damages, claims, liabilities, costs and expenses (including all legal costs such as attorneys' fees, court costs and settlement expenses) arising out of, connected with, or resulting from:

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14.1.1. The breach of any representation, warranty, covenant, or other agreement made by Customer pursuant to this Immedia Agreement; or

14.1.2. The use or misuse of the Immedia Information (whether by Customer or any other person who obtained the Immedia Information through Customer) provided to Customer by Columbia Ultimate in connection with this Immedia Agreement.

14.2. INDEMNIFICATION PROCEDURE. If any such claim or proceeding arises, Columbia Ultimate will provide written notice to Customer in a timely manner after Columbia Ultimate receives actual notice of such a claim or proceeding. Customer will have the right, at its expense, to employ counsel reasonably acceptable to Columbia Ultimate to defend the claim, and to compromise, settle or otherwise dispose of the claim, but no compromise or settlement of any claim admitting liability or imposing duties of performance on Columbia Ultimate may be effected without the prior written consent of Columbia Ultimate. Columbia Ultimate will cooperate in any such action by making available to Customer, at Customer's expense, books or records reasonably necessary for the defense of the claim or proceeding. If Customer does not avail itself of the opportunity to defend or otherwise dispose of the claim or proceeding within 30 days after receipt of notice thereof (or such shorter time as may be specified in the notice if the circumstances so dictate), Columbia Ultimate will be free to investigate, defend, compromise, settle or otherwise dispose of the claim or proceeding, and incur costs in connection therewith, as Columbia Ultimate deems in its best interest. All such costs incurred by Columbia Ultimate as a result of Customer's failure to defend or otherwise dispose of the claim or proceeding must be reimbursed by Customer.

15. INDEMNIFICATION OF CUSTOMER. Columbia Ultimate will defend, indemnify and hold harmless Customer and its employees, agents, officers and directors from and against all damages, liabilities and expenses (including all legal costs such as attorneys' fees, court costs and settlement expenses) arising out of, connected with or resulting from the breach of any representation, warranty, covenant or other agreement made by Columbia Ultimate in this Immedia Agreement. If any such claim or proceeding arises, Customer will provide written notice to Columbia Ultimate in a timely manner after its receives actual notice of the

existence of the claim or proceeding. Failure of Customer to provide timely written notice will relieve Columbia Ultimate of its duties under this section.

16. DISPUTE RESOLUTION. Except with respect to injunctive relief, neither party will institute a proceeding in any court or administrative agency to resolve a dispute between the parties before that party has sought to resolve the dispute through direct negotiation with the other party. If the dispute is not resolved within three weeks after a request for direct negotiation, the parties will attempt to resolve the dispute through mediation. If the parties do not promptly agree on a mediator, either party may request the then presiding judge of the Clark County Superior Court to appoint a mediator. If the mediator is unable to facilitate a settlement of the dispute within a reasonable period of time, as determined by the mediator, the mediator will issue a written statement to the parties to that effect and the aggrieved party may then seek relief through arbitration in Vancouver, Washington or Portland, Oregon administered by the American Arbitration Association under its commercial arbitration. The arbitrators must base their award on applicable laws and judicial precedent and include in such award a statement of the reasons upon which the award is based. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The requirement for arbitration is not a waiver of any right of termination under this Immedia Agreement.

17. MISCELLANEOUS.

17.1. NO ASSIGNMENT. Customer's right to use the Immedia Information is personal to, and non-assignable by, Customer. Customer may not assign any rights or delegate any duties under this Immedia Agreement without the prior written consent of Columbia Ultimate.

17.2. FORCE MAJEURE. No party will be in default if failure to perform any obligation hereunder is caused solely by supervening conditions beyond such party's control, including acts of God, civil commotion, strikes, labor disputes, interruption of transportation, unavoidable accidents, acts (or failure to act) of suppliers, or governmental demands or requirements.

17.3. BINDING EFFECT. This Immedia Agreement inures to the benefit of and is binding upon the administrators, successors and permitted assigns of the parties hereto.

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17.4. SEVERABILITY. If any provision of this Immedia Agreement is held invalid, it won't affect the balance of this Immedia Agreement.

17.5. NOTICES. Except as otherwise provided herein, any notice or other communication given hereunder will be in writing and will be given by personal service, express courier (such as UPS), confirmed fax, or by certified or registered mail to the addresses shown on the Signature Pages, unless and until a different address has been designated by written notice to the other party. Notice by certified or registered mail will be deemed given hours after it is sent.

17.6. CROSS DEFAULT. Breach of any other agreement between Columbia Ultimate and Customer will be a breach of this Immedia Agreement.

17.7. GOVERNING LAW; VENUE. This Immedia Agreement will be governed by and construed in accordance with the laws of the State of Washington. If any suit or action is filed by any party to enforce this Immedia Agreement or otherwise with respect to the subject matter of this Immedia Agreement, venue will be exclusively in the federal or state courts in Vancouver, Washington.

17.8. ATTORNEY FEES. If any arbitration, suit or action is filed by any party to enforce this Immedia Agreement or otherwise with respect to the subject matter of this Immedia Agreement, the prevailing party will be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the arbitrator or trial court, and if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court.

17.9. ENTIRE AGREEMENT. This Immedia Agreement, including the indicated Attachments and Schedules, together with any previously executed confidentiality and nondisclosure agreements, contains the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all other oral, written or other communications between them concerning its subject matter. Only an instrument in writing executed by all the parties may amend this Immedia Agreement. Only a written instrument executed by the party waiving compliance may waive a provision of this Immedia Agreement. No waiver of any provision of this Immedia Agreement will

constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. Failure to enforce any provision of this Immedia Agreement will not operate as a waiver of such provision or any other provision.

[End]



## Exhibit B

### Immedia Agreement Addendum to County of San Mateo

This Addendum shall be attached to and become a part of CU Immedia Agreement between Columbia Ultimate, Inc. (hereafter Columbia Ultimate) and County of San Mateo (hereafter Customer). The parties hereto, each intending to be legally bound agree that the terms and conditions of this Addendum shall replace and/or amend the corresponding parts of the CU Immedia Agreement.

**5.3.2 Add the following sentence to the end of this paragraph:**

"Upon termination and compliance with all other terms of this Immedia Agreement, Columbia Ultimate will return a pro-rated portion of unused support fees to Customer, if any, less any other fees then due and owing to Columbia Ultimate."

**6.1 Replace the last sentence in the paragraph in its entirety with the following:**

"Any undisputed charges not paid within 30 days from the date of the invoice are subject to a service charge of 1-1/2% per month or the maximum rate permitted by law, whichever is lower."

**8.1.1.4 Add the following phrase to the FIRST sentence of the paragraph:**

"to the extent applicable to Customer." The first sentence would then read, in part: "Comply fully with all state, federal, and local laws, ordinances, rules and regulations *to the extent applicable to Customer*, including, but not limited to . . ."

**8.1.3 Delete the following words (starting from the 5th line from top of paragraph):**

"and who, with respect to the confidential information of Columbia Ultimate, are bound in writing by confidentiality terms no less restrictive than those contained in the Immedia Agreement."

**9 Replace this paragraph in its entirety with the following:**

Columbia Ultimate shall not disclose or use any Customer Confidential Information for any purpose not expressly permitted by this Immedia Agreement, the Business Associate Agreement (attached hereto as Exhibit A), or as otherwise expressly authorized in writing by Customer. Columbia Ultimate will take all reasonable steps necessary to ensure that neither the Customer Confidential Information nor any portion thereof are disclosed or made available by Columbia Ultimate, or by any of its agents or employees, in any form (including, but not limited to, magnetic tape, disk, or memory) to any organizations or individuals other than Columbia Ultimate, its agents and employees. Columbia Ultimate will ensure that all individuals having access to that Customer Confidential Information will observe and perform this confidentiality covenant. Columbia Ultimate will: (1) limit disclosure of the Customer Confidential Information to the employees and agents of Columbia Ultimate who have a need to know such information for purposes of this Immedia Agreement, and who are, with respect to the Customer Confidential Information, bound in writing by confidentiality terms no less restrictive than those contained herein; (2) instruct its employees and agents having access to Customer Confidential Information not to copy, duplicate, modify, or disclose the Customer Confidential Information or of any components thereof except as necessary to perform its obligations under this Immedia Agreement or any Attachment thereto; and (3) use reasonable security measures to safeguard Customer

Confidential Information from theft or access by persons other than Columbia Ultimate's employees and agents using the Customer Confidential Information for Columbia Ultimate's own requirements, which security measures, at a minimum, shall be equal to the measures Columbia Ultimate takes to safeguard its own confidential information. This confidentiality covenant applies to all Customer Confidential Information provided to Columbia Ultimate at any time prior to, contemporaneously with or subsequent to execution of this Agreement. Columbia Ultimate stipulates that, in the event Columbia Ultimate breaches this confidentiality covenant, Customer will be harmed in a manner that cannot be cured by monetary damages and that therefore Customer shall be entitled to injunctive relief without the need to prove actual damages or the unavailability of a remedy at law. For the purposes of this section, "Customer Confidential Information" includes, but is not limited to, any Protected Health Information as defined in the Business Associate Agreement attached hereto as Exhibit A."

**16 Replace this paragraph in its entirety with the following:**

"Except with respect to injunctive relief, a party shall not institute a proceeding in any court or administrative agency to resolve any dispute between the parties arising out of or in any way relating to this Immedia Agreement before that party has sought to resolve the dispute through direct negotiation with the other party."

**17.5 Replace the last sentence with the following:**

"Notice by certified or registered mail will be deemed effective five days after such mailing."

**17.7 Replace this paragraph in its entirety with the following:**

"This Immedia Agreement will be governed by and construed in accordance with the laws of the state of California. If any suit or action is filed by any party to enforce this Immedia Agreement or otherwise with respect to the subject matter of this Immedia Agreement, venue will be exclusively in the federal or state courts in Redwood City, California."

**17.8 Delete this entire paragraph.**

**Additional Terms added to this Agreement:**

**Insurance.** Columbia Ultimate shall take out and maintain during the life of this Immedia Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect Columbia Ultimate while performing work covered by this Immedia Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Immedia Agreement, whether such operations be by Columbia Ultimate or by any Subcontractor 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 not be less than the amount specified by Risk Management.

**Hold Harmless.** Columbia Ultimate agrees to indemnify and defend the County, its employees and agents from any and all claims, damages and liability in any way occasioned by or arising out of the negligence of Columbia Ultimate in the performance of this agreement, including any

sanctions, penalties or claims of damages resulting from Columbia Ultimate'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.

**Non-Discrimination.** No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Columbia Ultimate shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement. Columbia Ultimate 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.

**Other.** The County of San Mateo will participate in the pre-release testing ("Beta Testing") of the EDS Pay product at no cost and will incur no charges for the installation of any Beta version software on the County's servers and/or computer stations. The County of San Mateo will not be charged for online payment transactions as this cost will be passed to consumer based on transaction pricing in Schedule A-5. At the end of the Beta Testing period, CU will install the updated, non-Beta version of the EDS Pay software on the County's servers and/or computer stations at no charge and billing for EDS Pay will be as set forth on Schedule A-5. There are no additional fees for technical support and services related to EDS Pay product.

All other terms of the Agreement will remain unchanged.

Agreed:  
County of San Mateo  
Authorized Signature

By: Mary Welch  
Print Name: Mary Welch  
Title: EPS Director  
Date: 3/8/04, 2004

Columbia Ultimate

By: Roxanne D. Downing  
Print Name: Roxanne D. Downing  
Title: General Mgr  
Date: March 22, 2004

**COUNTY OF SAN MATEO**  
**AGREEMENT WITH INDEPENDENT CONTRACTOR**

Agreement No. \_\_\_\_\_

**Contractor Name and Address:**

Columbia Ultimate Business Systems  
14300 SE First Street  
Vancouver, WA 98684-3500  
Attn: Roxanna Downing

**Contractor:** Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

Department: Employee & Public Services  
Attention: Girdie Bernard  
Address: P.O. Box 2999  
City, State, Zip: Redwood City, CA 94064-2999

It is agreed between the County of San Mateo, California, and Contractor as follows:

- Services to be performed by Contractor** In consideration of the payments hereinafter set forth, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto for the COUNTY OF SAN MATEO Employee & Public Services. Contractor shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this contract.
- Contract Term** The term of this Agreement shall be from June 1, 2004 to May 31, 2006 unless terminated earlier by the County.
- Payments** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", County shall make payment to Contractor in the manner specified herein and in Exhibit "A". 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. 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 total payment for services under this Agreement exceed \$150,000 per year.
- Relationship of the 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.
- Workers' Compensation Insurance** The Contractor shall have in effect, during the entire life of this Agreement, Worker's Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor certifies awareness 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 certifies compliance with such provisions before commencing the performance of this work of the Agreement as set forth in California Labor Code section 1861.
- 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 operations under this Agreement, whether such operations be by himself/herself or by any Subcontractor 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 not be less than the amount specified by Risk Management.
- Hold Harmless** Contractor agrees to indemnify and defend the County, its employees and agents from any and all claims, damages and liability in any way occasioned by or arising out of the negligence of the contractor in the performance of this agreement, including 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.
- Confidentiality** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of County. All financial, statistical, personal, technical, and other data and information relating to the County's operations which is made available to the Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the County requires of its own personnel. The Contractor shall not, however, be required by this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.
- Non-Assignability** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

Business Associate Agreement is referenced as Exhibit A in the  
Immedia Agreement Addendum

10. **Termination of Agreement** The County Purchasing Agent may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the County, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty days from notice. 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. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except where the contracting department determines the quality or quantity of the work performed is unacceptable. 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.
11. **Payment of Permits/Licenses** It shall be the Contractor's responsibility to obtain any license, permit or approval required from any agency for work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.
12. **Non-Discrimination** No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement. 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.

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 paragraph, the County Manager shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) 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 its response to the Complaint when filed.

Section 504 applies only to contractors who are providing services to member of the public. Contractor shall comply with Section 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 contract.

13. **Equal Benefits** 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.
14. **Retention of Records** Contractor shall maintain all records related to this Agreement for no less than three years after the County makes final payment or after termination of this contract and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the County, the State of California and/or Federal grantor agencies.
15. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** Contractor shall perform all services in accordance with HIPAA, and the Federal regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment H.
16. **Merger Clause** This Agreement, including Exhibit "A" 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. 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 County Purchasing Agent. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit "A" attached hereto, the terms, conditions, or specifications set forth herein shall prevail. This Agreement, or facsimile proposal of the Agreement, constitutes the entire Agreement between County and Contractor. Further, liability referenced to in section 6 is limited to Contractor's negligence during the Contractor's performance under this contract.

Business Associate Agreement is referenced as Exhibit A in the  
Immedia Agreement Addendum

17. **Governing Law** This Agreement, including any exhibits, shall for all purposes be deemed subject to the laws of the State of California, and in the event of a lawsuit concerning this Agreement shall be venued in the County of San Mateo.

Business Associate Agreement is referenced as Exhibit A in the  
Immedia Agreement Addendum

**THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES**

See attached contract titled "Immedia Agreement". With the assistance of County Counsel, an addendum was prepared and added to the Immedia Agreement. The addendum references the County Business Associates Agreement as exhibit A and incorporates all the necessary elements covered in our County contract. Roxanna Downing (General Manager), Columbia Ultimate Business System (Immedia Division) has signed the addendum.

See signed "Immedia Agreement & Addendum"

Contractor's Signature

Date

Contractor's Name (Please Print)

I hereby certify that the services requested are necessary, that the selection process documentation is accurate, that all insurance certificates including Worker's Compensation are on file in this office, that Risk Management has approved any reductions in Contractor's insurance limits below \$1,000,000, and that no work will commence until this document is signed by the County Purchasing Agent.

Purchasing Agent, County of San Mateo

Date

Department or Division Head Approval

Date

Department or Division Head Name (Please Print)

Budget Unit

## Immedia 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 Immedia 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
- Postal Standardization
- 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. ACOLLAID ON-LINE.** The following group of on-line data services:

- Electronic Directory Assistance
- Nearby Search
- People Locator Search
- Phone Search
- Property Search
- Reverse Phone Look-Up
- Social Security Number Search
- White Pages Search
- Yellow Page Search

Pricing for Acolloid On-Line is set forth in Schedule A-2.

**1.3. 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 mailpiece 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-3.

**1.4. DATALURE.** Datalure is the following group of data services:

Identify:

- Address Standardization
- Deceased Information
- Electronic Directory Assistance ("EDA")
- National Change of Address ("NCOA")
- Phone Number

Locate:

- Address Only Search
- Neighbors/Nearby Search (up to 10)
- Social Security Number Search
- Surname Search

Pricing for Datalure is in Section A-4.

**1.5. EDS PAY.** EDS Pay service provides a system for accepting electronic payment from Visa, Mastercard, checking account withdrawal or savings account withdrawal using a voice response unit or a web site (which may be designed for the look-and-feel of Customer's web site). Pricing for EDS pay is in Schedule A-5. Fees may be agency paid or debtor paid, but Customer is responsible for assuring payment to Columbia Ultimate in all circumstances.

**1.6. BANKO.** A bankruptcy data look-up service offered by Dolan Information, an independent provider. This service is provided and invoiced directly by Dolan Information. 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 Dolan in order to use Banko. Pricing for Banko is in Schedule A-6.

## 2. SOFTWARE.

**2.1. CU•SOURCE SOFTWARE LICENSE.** Acolloid Batch, EAC, Datalure, Banko and some features of EDS Pay 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.



**Immedia Agreement  
Attachment A**

**CU•Source**

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

3. **SYSTEM REQUIREMENTS.** Customer must provide, install and configure a CommServe or MultiTech Modem for diagnostic purposes. Customer currently using a CommServe for credit retrieval may use the same CommServe for Acolloid services. Acolloid On-Line is provided via Internet access at [www.acollaid.com](http://www.acollaid.com). Internet access and system to access this Immedia Information is the sole responsibility of the Customer.

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

**5. CONDITIONS ON USPS DATABASE AND NCOA.**

5.1. **PREREQUISITE TO USE NCOA.** Prior to receiving NCOA services, Customer must submit to

Columbia Ultimate a Processing Acknowledgement Form ("PAF"). Customer must maintain an up-to-date PAF form for USPS inspection and review, and complete and return an updated form on a yearly basis. If the form is not returned, Columbia Ultimate cannot process NCOA requests. The foregoing PAF procedure is a requirement for access to the USPS database.

5.2. **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.

**Immedia Agreement  
Schedule A-1**

**CU•Source – Acolloid Batch Pricing Schedule**

**SOFTWARE LICENSE FEES:** Included

**INITIAL FEES:** Included

**PERIODIC MINIMUM FEES:** None

**SERVICE FEES:**

<i>Request Code *</i>	<i>Acolloid Output</i>	<i>Price Per Request</i>	<i>Price Per Hit **</i>
<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
<i>G</i>	<i>C &amp; E</i> Processing plus 2 Surnames		\$0.15
<i>J</i>	<i>C &amp; E</i> Processing plus 2 Nearbys		\$0.15
<i>L</i>	<i>C &amp; E</i> Processing plus 4 Surnames		\$0.20
<i>N</i>	<i>C &amp; E</i> Processing plus 4 Nearbys		\$0.25
<i>O</i>	<i>C &amp; E</i> Processing plus 2 Nearbys, 2 Surnames		\$0.25
<i>Q</i>	<i>C &amp; E</i> Processing plus 5 Nearbys, 5 Surnames		\$0.30
<i>S</i>	Social Security Number Search		\$0.25
<i>T</i>	<i>C &amp; E</i> 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, Aliant, RP 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.

**Immedia Agreement  
Schedule A-3****CU•Source – Electronic Address Confirmation (EAC) Pricing**

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

**INITIAL FEES** (Setup and Installation): \$150.00

**PERIODIC MINIMUM FEES:** \$50.00 per month minimum transaction fees.

**SERVICE FEES** (Transaction):

Electronic Address Confirmation Quantity	Price Per Hit
0-999	\$0.35
1,000-1,749	\$0.33
1,750-2,499	\$0.31
2,500-9,999	\$0.29
>10,000	\$0.25

**Immedia Agreement  
Schedule A-4**

**CU•Source – Datalure Pricing Schedule**

**SOFTWARE LICENSE FEES:** Included

**INITIAL FEES:** Included

**PERIODIC MINIMUM FEES:** None

**SERVICE FEES:**

<b>Datalure Output</b>	<b>Price Per Request</b>	<b>Price Per Hit **</b>
National Change of Address	\$0.03	\$0.09
Electronic Directory Assistance		\$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		\$0.025
Surname 4		\$0.020
Surname 5-10 per Surname returned		\$0.01
Nearby 1		\$0.04
Nearby 2		\$0.035
Nearby 3		\$0.025
Nearby 4		\$0.02
Nearby 5-10 per 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.

**Immedia 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 Immedia Agreement.

**1. SERVICE DESCRIPTION.**

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. Columbia Ultimate will provide weekly usage reports for letter tracking and postage availability.

**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. Some CU•Correspond features also require 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.

**Immedia Agreement  
Schedule B**

**CU•Correspond – Pricing Schedule**

**SOFTWARE LICENSE FEES:** Included

**INITIAL FEES** (Installation, programming and coding set-up): \$4,125.00.

Programming and coding set-up fees will be waived by Columbia Ultimate at the rate of \$343.75 (1/12<sup>TH</sup>) per month for each consecutive month in which Customer makes use of the CU•Correspond service and exceeds \$400 monthly minimum.

**Letter formatting:** 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 Immedia's performance of the contract. 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**

Letter printed on 24 lb. White Woven 8 ½ X 11 Cutsheet Laser Paper Stock.  
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.

**Per Piece**  
\$0.122\*\*

\*\*Based on estimated volume.

**Volume Discounts:**

0 - 49,999 letters/month	\$0.122*
50,000 - 99,999 letters/month	\$0.117*
100,000 - 199,999 letters/month	\$0.112*
200,000 or more letters/month	\$0.107*

\*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:**

Courtesy Reply Envelope (CRE) #9 White Wove 24 lb. Single Window	<b>Per Piece</b> \$0.0195
Additional Page - 24 lb. White Woven 8 ½ x 11 Cutsheet Laser Paper	\$0.08
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 Customer's specification.

Minimum volume: 6 months usage.

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

Customer 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 Customer.

**Optional Set-Up Features:**

Digitized Scanning and Imaging of Agency Logo	<b>One Time Charge</b> \$150.00
Digitized Scanning and Imaging of Agent's Signatures	\$125.00

**Immedia Agreement  
Schedule B**

**CU•Correspond – Pricing Schedule**

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

**Immedia 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 Immedia 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 by means of a Virtual Private Network for secure Internet transmissions. CU•Transit software encrypts and compresses the data for transfer.

**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.



**Immedia Agreement  
Schedule C**

**CU Transit Pricing Schedule**

**SOFTWARE LICENSE FEES:** Included

**INITIAL FEES (Set-up and Installation):** \$750 (Waive CU Transit installation fee of \$750.00 for pre-release of EDS\*Pay Phase II.)

**PERIODIC MINIMUM FEES:** Included

**SERVICE FEES:** \$ 150.00 per month

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Columbia Ultimate  
Contact Person: Gary Jenks  
Address: 14300 SE First Avenue  
Vancouver, WA 98684  
Phone Number: (360) 944-9141  
Fax Number: (3600 260-1642

II Employees

Does the Contractor have any employees?  Yes  No  
Does the Contractor provide benefits to spouses of employees?  Yes  No

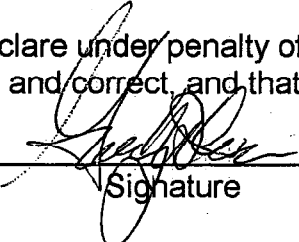
\*If the answer to one or both of the above is no, please skip to Section IV.\*

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

  
\_\_\_\_\_  
Signature  
Vice President Human Resource  
\_\_\_\_\_  
Title

Gary Jenks  
\_\_\_\_\_  
Name (Please Print)  
4.14.04  
\_\_\_\_\_  
Date



**Corporate Headquarters**

Columbia Ultimate  
14300 SE First St.  
Vancouver, WA 98684  
Phone: 1-800-488-4420  
Fax: 1-360-260-1614  
e-mail: [sales@columbiaultimate.com](mailto:sales@columbiaultimate.com)

Columbia Ultimate complies with the EEOC and the employment regulations for the State of Washington in which it resides.

**Eastern Operations Center**

11115 Houze Road  
Roswell, GA 30076  
Phone: 1-800-752-6678  
Fax: 1-770-649-0895  
e-mail: [eastops@columbiaultimate.com](mailto:eastops@columbiaultimate.com)

**UK & European Division**

Columbia Ultimate Ltd.  
Cedar House,  
Unit 2 Ibis Court,  
Centre Park,  
Warrington, Cheshire,  
WA1 1RL United Kingdom  
Phone: 011 44 1925 672000  
e-mail: [uksales@columbiaultimate.com](mailto:uksales@columbiaultimate.com)

## Waiver Request Memo

**Date:** 4/14/2004  
**To:** County Manager's Office  
**From:** Mary Welch, Director, Employee & Public Services  
Girdie Bernard, Manager, Revenue Services  
**Subject:** Waiver Request

We are requesting a waiver of the Equal Benefits Ordinance to enter into or amend a contract with Columbia Ultimate Business Systems for bill/printing and mailing of collection notices in the amount of \$150,000 per year.

This waiver is necessary and in the best interest of the County for the following reason(s):

- Necessary in order to respond to an emergency
- Sole Source
- No compliant contractors are capable of providing the goods/service
- Inconsistent with a grant, subvention or agreement with a public agency
- Is part of a Cooperative or Joint Purchasing Agreement
- Other – Columbia Ultimate Business Systems is not in compliance with the Equal Benefits clause in the County contract because of limitations of the laws governing the area of Vancouver Washington.

This contract is a request for a 2-year extension of an existing contract.

Attached is a detailed explanation of the reason(s) checked above.

- Approved
  - Not Approved
- 
- 
- 
- 
- 
-

**SAN MATEO COUNTY  
MEMORANDUM**

**DATE:** 4/14/04

**TO:** Priscilla Harris Morse      FAX: 363-4864      PONY: EPS 163

**FROM:** Girdie Bernard  
FAX: 363-4850      PONY: EPS132

**SUBJECT:**      **Contract Insurance Approval**

**The following is to be completed by the department before submission to Risk Management:**

CONTRACTOR NAME: Columbia Ultimate Business Systems

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?:

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:

**The following will be completed by Risk Management:**

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1m/2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professional Liability		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	\$1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

*Priscilla Morse*      4/15/04  
Risk Management Signature      Date

# MARSH

**Ken Murphy**  
Client Manager

Marsh Advantage America  
A Service of Seabury & Smith, Inc.  
111 SW Columbia, Suite 500  
Portland, OR 97201  
503 248 6400 Fax 503 274 6595  
Kenneth.L.Murphy@marsh.com  
www.marshadvantage.com

March 23, 2004

## Certificate Holder

Subject:

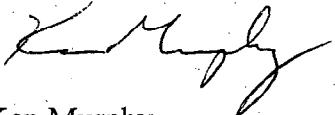
**Columbia Ultimate, Inc.**  
**Renewal - Certificates of Insurance**  
**3-15-04 to 6-15-05**

## TO WHOM IT MAY CONCERN:

Enclosed is an *original* Certificate of Insurance for the captioned Insured evidencing coverage for the policy term of 3/15/04 to 6/15/05. This certificate *replaces* and *renews* any previously issued certificate(s).

When proof of insurance is no longer required, please return this certificate to our office via fax at 503-417-1430 and indicate "No Longer Needed".

Sincerely,



Ken Murphy  
Client Manager

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
03/22/2004

**PRODUCER**  
Marsh Advantage America  
111 S.W. Columbia, Suite 500  
Portland, OR US 97201-5897  
Phone: 503-248-6400  
Marsh Advantage America is a service of Seabury & Smith, Inc.

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

### INSURERS AFFORDING COVERAGE

**INSURED**  
Columbia Ultimate, Inc.  
14300 SE First Street  
Vancouver, WA 98684

INSURER A: Federal Insurance Company  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> STOP GAP LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	3581-45-45	03/15/2004	06/15/2005	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED AS RESPECTS WORK PERFORMED BY THE INSURED, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

**CERTIFICATE HOLDER**  **ADDITIONAL INSURED; INSURER LETTER:**

COUNTY OF SAN MATEO - REVENUE SERVICES  
 ATTN: GIRDIE BERNARD  
 PO BOX 2999  
 REDWOOD CITY, CA 94064-2999

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE [REDACTED] INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

By: *Kenneth J. Murphy*  
 Marsh Advantage America, a service of Seabury & Smith