

## Schedule A –Ontario Correspond

Ontario Systems, LLC (“Ontario Systems”) D.B.A Finvi and the below-identified Client County of Monterey (“County” or “Client”) (collectively “the parties”) enter into this County of Monterey Standard Agreement (“Standard Agreement”) for the purposes of the Client being able to use the Ontario Correspond Services. The parties understand and agree that this Exhibit A: Scope of Services/Payment provisions is incorporated into said Standard Agreement as Exhibit A.

|                 |                         |                 |                |
|-----------------|-------------------------|-----------------|----------------|
| Client Name:    | County of Monterey      | Date:           | June 29, 2023  |
| Client No:      | 53839                   | OS Salesperson: | Bethany Slagle |
| Client Address: | Administrative Services | Client Contact: | Kathy Mauzey   |
|                 |                         | Exhibits:       | Exhibit A      |

The date this Schedule A is signed by the last party (as indicated by the date associated with that party’s signature) is the effective date of this Schedule A. Ontario Systems and Client agree as follows:

- 1. Standard Agreement.** The parties enter into this Schedule A which is hereby incorporated into the Standard Agreement Between Ontario Systems and the County of Monterey as Exhibit A (the “Standard Agreement”). In the event of any ambiguity between this Exhibit A and the Standard Agreement, the Agreement shall control. This Schedule A will terminate upon termination of the Standard Agreement.
- 2. 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 Schedule A 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.
- 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        | \$0.141 per one page letter | \$0.174 per one page letter |
| 50,000 – 99,999 letters/month   | \$0.136 per one page letter | \$0.163 per one page letter |
| 100,000 – 199,999 letters/month | \$0.130 per one page letter | \$0.158 per one page letter |
| 200,000 or more letters/month   | \$0.120 per one page letter | \$0.153 per one page letter |

| Pressure Seal Mailer Volume     | Black and White Print Fee   | Color Print Fee             |
|---------------------------------|-----------------------------|-----------------------------|
| 0 - 49,999 mailers/month        | \$0.141 per one page mailer | \$0.174 per one page mailer |
| 50,000 – 99,999 mailers/month   | \$0.136 per one page mailer | \$0.163 per one page mailer |
| 100,000 – 199,999 mailers/month | \$0.130 per one page mailer | \$0.158 per one page mailer |
| 200,000 or more mailers/month   | \$0.120 per one page mailer | \$0.153 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 A 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

Ontario Systems, LLC  
Not to exceed \$62,000  
FY2023-24

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 Schedule A 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 A, 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 A.

**7. Optional Services.** As set forth in Exhibit A, 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 Schedule A, Client may later obtain the optional services by entering into a separate order with Ontario Systems.

**8. 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.

**9. 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.

**10. 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.

**11. 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").

**12. 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 A. 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.

**13. Letter Changes.** After the Go Live Date, Client may request Letter changes for the fees set forth in Exhibit A. 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.

**14. 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.

**15. 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 A for the applicable fees.

**16. 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.

**17. Limitation on Liability.** ONTARIO SYSTEMS' LIABILITY IN THE AGGREGATE TO CLIENT FOR ANY CAUSES OF ACTION, CLAIMS, OR ASSERTIONS ARISING UNDER OR RELATED TO THIS SCHEDULE A, REGARDLESS OF THE FORM OF ACTION (WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE), IS LIMITED TO THE FEES PAID TO ONTARIO SYSTEMS UNDER THIS SCHEDULE A IN THE 6 MONTHS PRIOR TO THE DATE THE CLAIM IS MADE. 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 A –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                                                  | \$0.016 per piece     |
| Additional Page - 24 lb. White Woven 8 ½ x 11                                                                      | \$0.066 per piece     |
| Duplex Printing – Black & White                                                                                    | \$0.048 per piece     |
| Duplex Printing – Color                                                                                            | \$0.077 per piece     |
| Legal Size Paper (8½ X 14) – Black & White                                                                         | \$0.032 per page      |
| Legal Size Paper (8½ X 14) – Color                                                                                 | \$0.054 per page      |
| 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")                                                       | \$0.215 per piece     |
| Digitized Scanning and Imaging of Agency's Logo                                                                    | \$134.00 one time fee |
| Digitized Scanning and Imaging of Agency's Signatures                                                              | \$134.00 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                      | \$21.50 per piece     |
| Rush Letter/Mailer Fee                                                                                             | \$21.50 per piece     |
| Stopped Letter Fee                                                                                                 | \$53.75 per incident  |

**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 Schedule A is terminated for any reason, Client will pay Ontario Systems within 30 days of Auditor-Controller's receipt of a County approved invoice 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 | \$806.25 (invoiced after implementation) |
| Letter Volume:     | Price Per Month for Volume:              |
| <50,000            | \$ 161.25                                |
| 50,000 – 100,000   | \$ 215.00                                |
| 100,001 – 150,000  | \$ 268.75                                |
| 150,001– 200,000   | \$ 322.50                                |
| >200,000           | \$ 376.25                                |

During Implementation Ontario Systems will configure the applicable CU Transit or Link connection and test such connectivity for importing and storing the archived data. Costs are per individual billing account or logon.

**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.<br>A 9"x12" envelope is required | Flat Mail Hand Insert Fee of \$0.20 per envelope, plus any increased postage fees. |