AGREEMENT BETWEEN COUNTY AND FIRM

This Agreement Between County and Firm, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **InfoSend, Inc.**, located at 4240 E. La Palma Ave., Anaheim, CA 92807, possessing FEIN# 33-0748516 (hereinafter referred to as "FIRM") under seal for the Patient Invoicing and Mailing Services, (hereinafter referred to as the "Project"), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

Section 1 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hero executed by the Parties hereafter, together with the following (if any):

Marion County Bid #21P-087 - Patient Invoicing and Mailing Services, the Offer, Project Bid Scope and or Specifications, any/all Addenda as issued in support of this Bid, and Certificate of Insurance.

Section 2 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM.

Section 3 – Term. This Agreement shall commence upon the date of the last signature below, herein, and will be effective through July 31, 2022 ("Term"). Annual renewals will be available, pending mutual agreement, for a total term not to extend beyond July 31, 2024. **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work, defined herein, will proceed in a timely manner without delays.

Section 4 – Scope of Services. FIRM shall complete the Work for Project 21P-087, more fully set forth on Exhibit A – Scope of Services hereto, as per the Contract Documents furnished by COUNTY and according to the timeframe as noted herein.

Section 5 – Compensation. COUNTY shall make payment to FIRM under COUNTY's established procedure, and according to Exhibit B - Fee Schedule hereto, (the "Agreement Price"). There shall be no provisions for pricing adjustments.

Section 7 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 8 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 11 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:
Public Relations | 601 SE 25th Ave, Ocala, FL 34471
Phone: 352-438-2300 | Fax: 352-438-2309

B. FIRM shall comply with public records laws, specifically:
- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

Section 12 – Indemnification. FIRM shall indemnify and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and description brought against COUNTY for liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes.

Section 13 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. All policies must show "Marion County, a political subdivision of the State of Florida" as an Additional Insured. The Marion County Procurement Services Director must be shown as the Certificate Holder, and the Certificate should provide for 30-day cancellation notice to the Procurement Director's address, set forth herein, with policies for the following:
- **Business Auto Liability** with combined single limits of not less than $1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, hired and non-owned automobiles.
- **Worker's Compensation** with statutory limits and employers liability limits of at least $1,000,000 each accident and $1,000,000 each employee and $1,000,000 policy limit for disease. A "**subrogation waiver endorsement**" is required.
- **General Liability** with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy a minimum of 5 years following completion of the Project.

Section 14 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 15 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for

cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 16 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 18 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 19 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.

b) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.

c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

d) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.

e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.

f) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.09(1), F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.

g) If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public Agreement for a least one (1) year after the date of termination.

h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.

i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.

j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.

k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 20 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods, pandemics and epidemics.

Section 21 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 22 – FIRM Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.

- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.

- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.

- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.

- **Fraternization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.

- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 23 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 24 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees.

Section 25 – Scrutinized Companies, pursuant to Section 287.135, F.S.
A. Certification.
    1. If the Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, FIRM was not then and is not now:
        a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
        b. Engaged in business operations in Cuba or Syria.
    2. If the Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, FIRM was not then and is not now:
        a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
        b. Engaged in a boycott of Israel.
B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate the Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.
    1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and
    2. FIRM is found to have:
        a. Submitted a false certification as provided under Section 287.135(5), F.S., or
        b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
OR
    3. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and
    4. FIRM is found to have:
        a. Met either prohibition set forth in Section "25(B)(2)" above or
        b. Been engaged in business operations in Cuba or Syria.
OR
    5. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and
    6. FIRM is found to have:
        a. Met any prohibition set forth in Section 25(B)(4)" above or
        b. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
OR
    7. Was entered into or renewed on or after July 1, 2018, and
    8. FIRM is found to have met any prohibition set forth in Section "25(B)(4)" above.
C. Termination, Any Amount. COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.
    1. Was entered into or renewed on or after July 1, 2018, and
    2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 26 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 27 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 28 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – Scope of Work and EXHIBIT B – Fee Schedule.**

Section 29 – Notices. The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: InfoSend, Inc.
                    4240 E. La Palma Ave., Anaheim, CA 92807
                    CONTACT PERSON: Russ Rezai | Phone: 800-955-9330

COUNTY: Marion County Fire Rescue
                    c/o Marion County, a political subdivision of the State of Florida
                    601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marioncountyfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: russ.r@infosend.com and marty.b@infosend.com. Designation signifies FIRM's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

_____ 7/6/2021
GREGORY C. HARRELL,   DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____ 7-13-2021
MATTHEW G. MINTER,   DATE
MARION COUNTY ATTORNEY

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

_____ 7/6/2021
JEFF GOLD   DATE
CHAIRMAN

BCC APPROVED: April 20, 2021
21P-087 | Patient Invoicing and Mailing Services

BCC Approved: July 6, 2021 Item 7.4.3.

WITNESS:

_____

SIGNATURE
Sharon Rodas
PRINTED NAME

WITNESS:

_____

SIGNATURE
Devin Romano
PRINTED NAME

INFOSEND, INC.

Roxana Weil   7/9/2021
BY: _____   DATE
Roxana Weil
PRINTED: _____
EVP
ITS: (TITLE)

EXHIBIT A

SCOPE OF SERVICES

• Electronic bill payment services for about 8,000 patient statements for the Marion County Fire Rescue – Billing Division (Client)

InfoSend accepts this requirement. All of our facilities operate at approximately 50% capacity allowing for spike in demand and customer changes. Our roll fed press can produce up to 27,000 patient statements per hour.

• Easy-to-read, easy-to-understand and easy-to-pay options in medical billing and mail services via traditional mail and/or electronic statements

InfoSend supports this requirement.

• Will send recurring reports (whether daily, weekly and monthly are available) to client that include payment details, deposit reconciliation and batch reconciliation details

InfoSend Invoicing

InfoSend has devised a client-friendly workflow for producing invoices in a reliable, timely and transparent manner. All data for InfoSend's invoicing is driven by the data processing engine, with accurate software and operational controls to ensure counts are reconciled throughout the process.

InfoSend is capable of providing invoices in formats that fit the needs of the client accounts payable for reconciliation. Invoices can be provided via mail, electronically, as well as on a weekly, bi-monthly or monthly schedule.

A standard client invoice will be provided with an invoice number for reference and includes details of each job batch and output performed by InfoSend that resulted in billable items.

For clients that would prefer to work with the invoice data for additional levels of reconciliation, InfoSend also provides a Process Detail Report for all billable items in a CSV format that may be loaded into Excel. This report for the invoice allows clients to group, sum and analyze the itemized billable elements, from documents to postage, as required for their process.

	Job Code	Client ID	Cycle ID	Item Description	Pages	Qty	Rate	Total
1								
2	INFO617A	S13		6746 Additional Dynamic Color Printing fee per page	1	179	1	179
3	INFO617A	S13		6746 NCOA Address Change Service	1	10	1	10
4	INFO617A	S13		6746 Statement Data Processing/Printing/Mailing Service Fee	1	139	1	139
5	INFO617A	S13		9313 Additional Dynamic Color Printing fee per page	1	38	1	38
6	INFO617A	S13		9313 NCOA Address Change Service	1	2	1	2
7	INFO617A	S13		9313 Statement Data Processing/Printing/Mailing Service Fee	1	38	1	38
8	INFO617A	S13		11090 Additional Dynamic Color Printing fee per page	1	52	1	52
9	INFO617A	S13		11090 NCOA Address Change Service	1	2	1	2
10	INFO617A	S13		11090 Statement Data Processing/Printing/Mailing Service Fee	1	52	1	52
11	INFO617A	S13		11102 Additional Dynamic Color Printing fee per page	1	103	1	103
12	INFO617A	S13		11102 DPV Failed/Suppressed	1	1	1	1
13	INFO617A	S13		11102 NCOA Address Change Service	1	9	1	9
14	INFO617A	S13		11102 Statement Data Processing/Printing/Mailing Service Fee	1	103	1	103
15	INFO617A	S13		11133 Additional Dynamic Color Printing fee per page	1	67	1	67
16	INFO617A	S13		11133 NCOA Address Change Service	1	1	1	1

• Train client representatives on the features and functionalities available to client

Samples, Parallel Testing, and Training

During the last phase of the implementation, output and application web access is provided to clients for User Acceptance Testing (UAT). Once the application build is validated and accepted by the client, the application is put into Parallel Testing mode. During this time clients are encouraged to transfer copies of live data to InfoSend to be automatically processed and output for review, simulating go-live. Clients check the web application and output to ensure that it is satisfactory and any requested revisions will be completed before go-live. Any payment related applications are tested to ensure payment deposits are received and reconciled. Clients are also trained on how to use InfoSend tools and reporting to support the application at this time.

The hour-long, web-based training covers:
- File uploads
- Sample review and approval
- Managing document messages and insert requests
- Accessing archived reports
- Managing User Permissions
- Performing research and support for customer activity
- Payment reconciliation (for payment applications)
- Submitting, viewing and closing support requests

• Assign a project leader who will serve as the main point of contact between the client and agency

InfoSend's Key Support Personnel

InfoSend's mission to provide the industry-best support requires excellence and attention to detail within the Client Services (CS) department. InfoSend has designed support around extensive procedural controls to ensure client output is handled accurately and issues are addressed expeditiously. If InfoSend is awarded the County's contract, we will at that point assign a dedicated Account Manager to work with the County on the implementation project. This Account Manager will remain the County's main point of contact throughout the implementation and will also be available after go-live for ongoing maintenance or improvement projects.

Executive Management and Sales:

InfoSend designated Contract Administrator: Russ Rezai, President

InfoSend designated Contract Manager: Matt Schmidt, COO

InfoSend sales contact: Marty Bielecki, Sales Executive

Delivery Team:

- **Executive Management and Sales Team:** will serve as the County's main contact for RFP questions and contract negotiations.
- **Client Services Team:** manage ongoing processing, and will be main points of contact during the new client implementation process. Primary and secondary Client Services contacts will be assigned during the contracting phase if InfoSend is selected as the successful vendor. These contacts will report directly to Matt Schmidt, COO and Josue Martinez, Director of Client Services.
- **IT team:** will provide back-end support for the County's jobs. IT works in conjunction with InfoSend Client Services during any improvement projects and actively monitors program functions after go-live. IT personnel report to Vedat Aral, Director of IT.

• Address HIPAA standards with regard to medical records and security measures taken to protect PHI and PII

InfoSend serves clients by providing the distribution of customer correspondence via mail, Web, and other channels. Physical infrastructure, data and computing environment security and safety are of great importance. InfoSend's systems, security processes, and practices are currently subject to the rules and regulations of multiple laws and audit types:

Health Insurance Portability and Accountability Act (HIPAA) - InfoSend is defined as a Business Associate and is compliant with the associated rules and regulations.

• Send bills and/or electronic-bills to users on behalf of the client, while allowing a database with which to allow client access for reporting, auditing and internal accounting

InfoSend Archiving Services
InfoSend's Customer Communications Management (CCM) platform offers a robust, secure, redundant archive service that clients can rely upon to access documents rendered, modified or processed by InfoSend. InfoSend has built a flexible set of options to ensure clients and their customers can access documents in the context that they prefer, including in existing CIS/ERP or billing applications. InfoSend offers PDF delivery and hosted models.

With all options, InfoSend is capable of including the insert communications as additional pages in the PDF (eInserts), ensuring clients and their customers are viewing the complete document which was distributed.

1. Delivery via Final Doc Transfer (FDT): for clients who prefer to store and host PDFs within another software environment, InfoSend is able to deliver the PDFs via Final Doc Transfer in the following ways:
- **Secure FTP Transfer:** upon batch completion by InfoSend, a PDF file of the batch will be sent via secure FTP to the client with a companion XML index file containing standard details of the PDF batch (account #, PDF page number, etc).
- **Custom Secure FTP Transfer:** upon batch completion by InfoSend, the PDF data can be delivered in a complete batch or broken down and sent as one PDF file per account or document. In addition, InfoSend can match PDF file naming conventions or provide index data in a specified format. InfoSend will work with the client to define the workflow, and fees may apply depending on complexity.

2. Hosted via Print Image Archive (PIA): for clients who prefer to outsource the storage and only retrieve PDF documents on demand, InfoSend provides two ways to view documents via the Print Image Archive:
1. **Search via the InfoSend Portal:** upon batch completion, InfoSend will archive the documents for the client to retrieve on demand from a web interface. By logging into the InfoSend Portal, client representatives can access the archive and search for documents according to standard criteria such as account number or date. In addition, InfoSend provides up to 5 custom search fields, specific to the client's data (examples: "bill cycle" or "notice ID"). Documents can be viewed on screen, downloaded to the desktop or emailed.

2. **Web Services Integration**: upon batch completion, InfoSend will archive the documents for the client to retrieve on demand via an encrypted API query string. This secure option is best suited for clients who have the capacity to integrate the InfoSend archive into a software package on their end. This web interface allows outside solutions to perform document presentment within their own application framework without having to host an archive.

Mail Tracking: all clients using the hosted Print Image Archive from InfoSend are automatically given Mail Tracking. With Mail Tracking, the USPS data is provided via the IMb Tracing™ service, where all qualified mail with an Intelligent Mail Barcode that is scanned at a sort facility is logged. This data provides insight into the estimated delivery time frame of mail to the customer. *Only available with mail sent using 1st Class Postage, and not available in some cases with postcard mailings.*

• Dashboard with which to obtain data, reporting, batch uploads, status checks, mail tracing information and other performance measures

InfoSend.com Web Administration

A key component InfoSend's Customer Communications Management (CCM) platform is the full web administration provided to clients on www.infosend.com. The InfoSend website allows clients on a 24/7 basis to upload, view, approve, control messaging on output, as well as interact with InfoSend Client Services.

Secure SaaS Cloud Solution

InfoSend's website is fully hosted at www.infosend.com and does not require clients install any software beyond a modern web browser (Chrome, Firefox, Internet Explorer, Safari, etc). The solution utilizes the latest encryption technology required to ensure communications are unable to be intercepted or accidentally exposed. All sessions occur over HTTPS with TLS encryption, and each client user must be uniquely registered to an email address by an Administrator.

The website provides options to set both user roles and permissions, ensuring only the appropriate level of access is granted to the user at the client organization.

File Submission and Job Tracking:

Clients are able to upload files directly to InfoSend over the HTTPS connection, allowing users to send the input data for InfoSend processing on demand (note: PGP file encryption and secure FTP also available).

All status on the fulfillment of client output is displayed via the online tool: confirmation of receipt, processing status, sample file and approval status (optional), Printing, Quality Control, Mail Prep and Confirmation of distribution. Clients are able to check the "Viewed" box to confirm that the batch was reviewed internally.

CLICK HERE TO

UPLOAD FILES

Job Type	Job Code	Filename	Received	Processing	Sample File	Sample Status	Printing	QC	Mail Prep	Confirmation	Viewed
RETURN_BILLS	INF0323B	RETURNS.2012.TXT	2012-03-23 10:28:01	Done	Pending	Pending	Pending	Pending	Pending	Pending	
REGULAR_BILLS	IN10322A	REGULARS.2012.TXT	2012-03-23 10:28:01	Done	Pending	Pending	Pending	Pending	Pending	Pending	
DELINQUENT_NOTICE	IN10323A	DELINQUENTS.2012.TXT	2012-03-23 10:28:01	Done	2012-03-23 12:45:06 Approve Reject	Pending	Pending	Pending	Pending	Pending	✓

Sample Approval

This optional workflow allows clients to download a sample of the output, with an included Process Summary report of the input/output counts, Inserts to be included, suppressions and a postage estimate. The sample file can contain the entire output or a subset based on client criteria. Upon approval, the sample output is released for production and distribution by InfoSend.
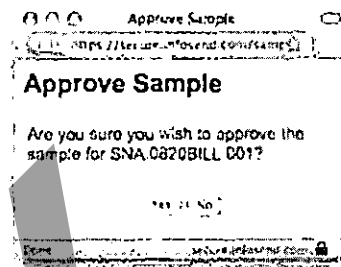
Message Manager

This free account management tool is a custom-built web-based application that allows clients to control the messages that print on output. Clients can schedule the messages months or even years in advance, as well as set criteria to assign unique messages to different types of customers, or even to individual accounts. A PDF preview displays the message in the actual font that will be used.

Below you will find a list of all messages your company currently has pending:

File Type	Message Name	Message Type	Message Area	Start Date	End Date	Status	Test?	Message
STATEMENTS	Rate Charge Notice	HtmlMessage	HTML_Doc	2013-01-01	2013-02-28	Active	No	Rates are ...
STATEMENTS	Holiday Schedule	HtmlMessage	HTML_Doc	2012-12-01	2012-12-31	Active	No	Please note ...
STATEMENTS	Fall Marketing Message	HtmlMessage	HTML_Doc	2012-10-01	2012-11-30	Active	No	This fall ...
STATEMENTS	New Community Center	HtmlMessage	HTML_Doc	2012-09-01	2012-09-30	Active	No	Visit the ...
STATEMENTS	Revised Business Hours	HtmlMessage	HTML_Doc	2012-08-01	2012-07-31	Active	No	Business h...

Add Message For Please Select Add Message

File Type: STATEMENTS

Message Type: HtmlMessage - HTMLDoc

Message Name: Online BillPay Raffle

Start Date (YYYY-MM-DD): 2013 - 05 - 01 :

End Date (YYYY-MM-DD): 2013 - 06 - 30 :

Accounts: (See Description Above):

Message: Customers who are signed up for Online BillPay and have elected to go paperless will automatically be entered in a raffle. Enable paperless billing by May 14th to be eligible for the raffle. A customer will be selected at random and will win a $500 gift card to Best Buy

Test (Check this if this is a test message that should *NOT* be included on production jobs):

Next

Insert Management
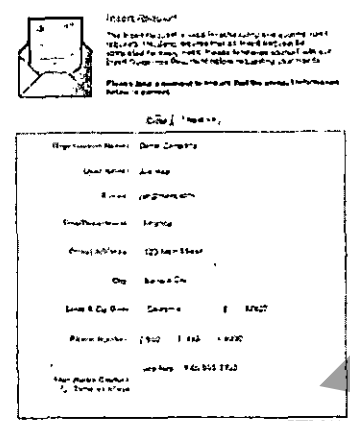
The Insert Management tool is designed for clients to control what additional materials will be included with the standard output. Clients may request InfoSend Produced Inserts as well as schedule drop-shipped inserts from within the tool. The tool also provides the history of all Insert requests for client reference.

Here is a list of the last 50 insert requests made by your organization.

Show All Inserts

Insert Name	Run Date	Required Arrived by Date	Insert Status	Progress	Insert Type	Details
June 2012 EU Tracy Newsletter	2012-06-25 to 2012-06-30	2012-05-18 18:04:21	Insert is Approved and Active	NF	Drop Shipped	View
May 2012 Electric Discount	2012-06-25 to 2012-06-30	2012-04-30 17:27:33	Insert is Approved and Active	NF	Drop Shipped	View
Mar. 2012 EU Insert	2012-03-01 to 2012-03-06	2012-04-05 19:05:05	Insert is Approved and Active	NF	InfoSend Produced	View

The Insert Management tool pre-populates forms with the user's information:
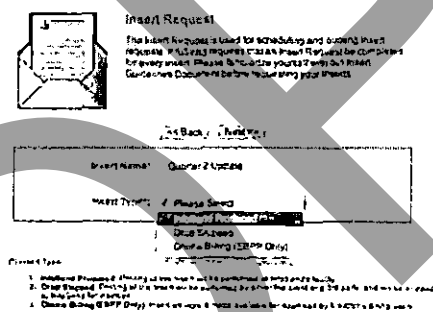
This tool asks users to input an insert name as well as select the type of insert. InfoSend Produced Inserts will be printed at InfoSend's facility or a local offset printing partner, Drop Shipped inserts must be sent to InfoSend, and Online Billing inserts are electronically presented:
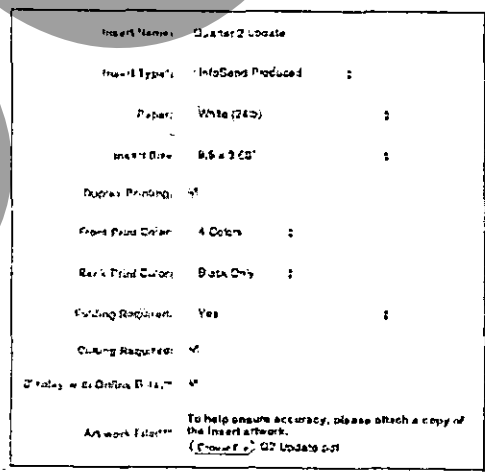
For InfoSend Produced inserts, users are able to use the automated Insert Management tool to select insert printing specifications. This form also allows users to upload artwork files for review by InfoSend's team:

The tool allows users to designate the job types inserts should be included with, as well as specify the quantity and run dates. InfoSend also enables users to utilize selective inserting. Selective inserting is a dynamic technology that specifies which inserts will be included for certain account types:

Clients can also designate insert billing options on the next screen. Once the insert request has been completed, users will receive an email confirmation detailing the request. Users must authorize the confirmation before an insert request is activated.

Print Image Archive and Mail Tracking

This optional service is a document archiving tool used by client customer service representatives to download PDF copies of any document that InfoSend produces. This web application allows authorized users to query the database by customer name, account number, or up to **three other custom fields**. Clients can also email documents directly to customers from the application.

Clients who purchase the Print Image Archive service then you will automatically get Mail Tracking at no additional cost. The USPS data is provided via the IMB Tracing service, where all qualified mail with an Intelligent Mail Barcode that is scanned at a sort facility is logged. This data provides insight into the estimated delivery time frame of mail to the customer. *Only available with mail sent using 1st Class Postage, and not available in some cases with postcard mailings.*

Example Search and Results:

Support Tracking: This tool allows clients to submit change or support requests directly to InfoSend staff via a secure, transparent ticketing system. Clients are able to include file attachment securely, and receive responses from InfoSend staff. The tool allows multiple client contacts to collaborate on the request, and email alerts are sent anytime an update has been made by clients or InfoSend. The tool shows historical requests and allows filtration by Issue Category, as well as the Status of Open or Closed.

Reporting: InfoSend's standard reporting automatically posts report files to the secure website for client retrieval. The typical standard reports include the Process Summary, Process Confirmation and Address update reports. Clients may choose to download the reports at any time.

EXHIBIT B

FEE SCHEDULE

Client Volume Assumptions

Customers Billed Monthly
-Statements: 8,000 per month
-Letters: Unspecified Volume (assumed low)
-Electronic: Paperless Billing 0%

Number of Batches Monthly
-Files sent daily – Statements
-Files sent occasionally - Letters

Average Customer Payment Amount
-Average Payment amount - TBD
-Maximum Amount - TBD

InfoSend Data Processing, Print and Mail Pricing

Document Production Summary

Statements One 8.5 x 11 Page with Return Envelope	**$0.103 per document**
Letters One 8.5 x 11 Page with Return Envelope	**$0.103 per document**

Finished mail pieces are delivered to the USPS **within one (1) business day.** If samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 1:30PM local time at the production facility designated for your account. If samples are required then they must be approved by 3:30PM local time for the file to be mailed by the next business day.

The below provides the components of the summary price given above. All pricing is based on "Client Volume Assumptions" listed below and excludes applicable sales tax.

Data Processing

Setup Fee - Express PDF Input Files	$0.00 - Waived
Setup Fee – Data Only Input Files	$0.00 - Waived
Document Re-Design Fee	$125.00 per hour
Data Processing Fee (per document)	$0.005

Printing and Mailing Service

Statement or Letter Print Fee per Page with 1/1 Ink	$0.051
USPS Postage	Pass-through A postage deposit will be required prior to starting service.
Print Color Options (colors per side)	$0.051 for up to 1/1 printing $0.053 for 2/1 or 2/2 printing $0.055 for 3/1, 3/2 or 3/3 printing $0.061 for 4/0 or 4/1 printing $0.066 for 4/4 printing

Inline Insert Print Fee	$0.00 Black printing $0.00 Color printing
Batch Fee (per mailing batch under 200 mail pieces)	$10.00
Excess Pages Handwork Surcharge (per mail piece)	$0.35
Address Updates	$0.30 NCOA (with option to cancel with 30 day written notice) $0.30 ACS

Materials

Standard Paper Stock (per sheet)	$0.015
Standard Outgoing #10 Envelope	$0.017
Standard Return #9 Envelope	$0.015
Outgoing Flat Envelope – used for mail pieces with excess pages	$0.17

Insert Services

InfoSend Produced	Quoted based on specification
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	$0.02
Inserting Fee	$0.02 per insert

Optional Document Services

Enhanced Print Quality	$0.00 – Not Applicable
Final Doc Transfer (FDT)	$0.02 per image InfoSend Batch File $0.03 per image Custom File Format
Professional Services Rate (per hour)	$125
Returned Mail Handling	$0.35 per reported returned mail piece

Fee Explanations

Data Processing
- **Setup Fee - Express PDF Input:** requires a final composed PDF is uploaded to InfoSend for processing. Clients maintain control of document look and feel, but InfoSend designs a program to parse the necessary data from the PDF.
- **Setup Fee - Data Only Input:** requires the client provide a flat data extract, InfoSend creates, hosts and maintains an application to generate documents. Existing document design is copied.
- **Document Re-Design Fee:** using the "Data Only Input" method, InfoSend's Client Services Team assists in redesigning the format of printed documents to improve communications or to take advantage of new printing capabilities.
- **Data Processing Fee:** per document image that is processed by the InfoSend system for output.

Printing and Mailing Service
- **Print Fee:** price includes baseline number of colors printed on the front and back of the document. All variable and static images are dynamically imaged onto white form with a perforation.
- **Postage:** clients are invoiced for the exact postage used. Leveraging InfoSend's USPS compliance and expertise, clients are provided the lowest possible USPS automated rates when client batches qualify.
- **Optional Color Upgrades:** Different options are available at different prices. Numbers fewer than 4 equal individual colors, 4 equals full color. The number 1 means black or grey. All sheets are billed at the same rate; the price for the sheet with the highest number of colors is the applicable fee. 4 equals CMYK (full color).
- **Batch Fee:** assessed to cover InfoSend costs when batches transferred to InfoSend fall below threshold.
- **Inline Insert Print Fee:** price for inserts printed on demand as additional pages. Allows for more dynamic customer messaging without the extra pre-production lead time and overhead.
- **Excess Pages Handwork Surcharge:** surcharge is assessed per mail piece (not per page). This surcharge only applies to multiple page bills that have too many pages to be inserted into a #10 envelope by machine. This surcharge covers the necessary manual labor required to process these mail pieces.
- **Address Updates – NCOALink or ACS:** per reported update. InfoSend electronically reports the addresses it received in your data that need to be updated because the customer filed a Change of Address Report with the USPS. Cost is per update.

Materials
- **Paper Stock:** white paper stock with or without perforation. Paper is 8.5x11" and 24lb. Price includes all inventory costs. A larger 8.5x14" format is available at a higher material cost and higher printing cost.
- **Outgoing #10 Envelope:** #10 InfoSend Standard Double Window Outgoing Envelope. Includes security tint printed on the inside of the paper stock and clear film that prevent the contents of the envelope from being viewed. Sourced with sustainably logged paper (SFI).
- **Return #9 Envelope:** #9 InfoSend Standard Single Window Return Envelope. Includes the same security tint and SFI paper as the #10.
- **Outgoing Flat Envelope:** single window envelope, only used for multiple page statements that do not fit in the #10 envelope.

Insert Services
- **InfoSend Produced Inserts:** utilizing InfoSend printing and/or design services, inserts can be produced by InfoSend. Price quoted on request.
- **Envelope Messaging (Snipes):** custom messages and images can be printed onto the standard InfoSend #10 double window envelope as a more cost-effective alternative to pre-manufactured custom envelopes. The price depends on the artwork – number of colors and whether it prints on one or both sides of the envelope, as well as order quantity. Price is quoted upon request.
- **Electronic Inserts:** fee per digital image of a physically produced insert included in the PDF copy of a document. Ensures that client representatives and client customers can get the same information in the electronic bill as would go out physically.
- **Inserting Fee:** client provided or InfoSend produced inserts to be included with InfoSend produced mail. Additional fee applies if insert arrives at InfoSend but requires folding prior to insertion. Setup fees may apply for programming selective inserting. InfoSend-printed inserts are quoted upon request.

Optional Document Services
- **Enhanced Print Quality:** the baseline print image quality for transactional documents such as statements and invoices is 600 x 600 DPI. Work produced from InfoSend's Anaheim facility can be printed at an enhanced image quality at an additional cost. This option uses high definition pigment ink & variable drop sizes to achieve a perceived 1200 x 1200 DPI image quality.
- **Print Image Archiving:** fee per document to process, index, and store a document as a PDF for a set number of months. PDFs are securely accessed using an InfoSend website application, and includes USPS mail tracking for all outbound First Class mailed documents. Setup fees may apply depending on configuration needs.
- **Print Image Archive API Monthly Support Fee:** a flat monthly support fee to provide API access to documents in the InfoSend Print Image Archive. InfoSend will work with the designated third parties that a Client chooses, and provide support and open access to API calls on a monthly basis.
- **Final Doc Transfer FTP:** each completed InfoSend batch is indexed and transferred to you via FTP or SFTP to store on your own network. InfoSend's standard Batch File format is one PDF per batch with an XML companion file providing meta data and page numbers. If the client requires a custom scheme, including individual PDFs per each image in a batch, the Custom fee applies. Note: setup fees may also apply for some custom setups.
- **Professional Services Fee:** per hour and performed only upon request for customizations made to processing program or document format after go-live. Work is only started after receiving client approval of a formal quote.
- **Returned Mail Handling:** InfoSend will provide electronic reporting of mail that is returned by USPS, saving clients the hassle of receiving and opening returned mail to update records. All records which are not delivered will be securely destroyed and recycled after reporting.
- **Remit Tracking:** for clients utilizing the Print Image Archiving service, InfoSend can also track inbound mail from customers utilizing an included remittance stub in the outbound mail. With Remit Tracking clients will be able to see when a customer responded to the original mail piece, as well as get a daily report of inbound mail with an estimated value of payment remittances based on the outbound mail.