NOTICE OF AWARD OF CONTRACT

TO:  KJAS, Inc. dba Ethical Advocate, Incorporated  
     1818 MLK Jr. Blvd., Suite 258 
     Chapel Hill, NC 27514

DATE ISSUED:  December 15, 2014
CURRENT CONTRACT NO:  554-15
CONTRACT TITLE:  Ethics Hotline

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced. The contract term covered by this Notice of Award is effective immediately and expires on October 19, 2017.

This is the first award notice of a possible multi-term contract.

The contract documents consist of the terms and conditions of Agreement No. 554-15, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

1) REFER TO AGREEMENT NO. 554-15 (ATTACHED)

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT:  Jacob Blass, President  
TELEPHONE NO.:  919-942-2469  
EMAIL ADDRESS:  jbliss@ethadv.com

VENDOR PAYMENT TERMS: NET 30 DAYS

COUNTY CONTACT:  Marla Meredith  
TELEPHONE NO.:  703-228-0757
EMAIL ADDRESS:  mmeredith@arlingtonva.us

CONTRACT AUTHORIZATION

Richard D. Warren, Jr. CPPB  
Purchasing Agent  

DISTRIBUTION

VENDOR:  1  
HID FULDER:  2
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 554-15

THIS AGREEMENT (hereinafter "Agreement" or "Contract") is made, on the date of execution by the County, between KJAS, Inc. dba Ethical Advocate, Incorporated, 1818 MLK Jr. Boulevard, Suite 258, Chapel Hill, North Carolina 27514 ("Contractor"), a North Carolina Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A (Pricing Schedule), Exhibit B (Scope of Services), Exhibit C (County of Loudoun, Virginia Contract QQ-01865, incorporated herein by reference), and Exhibit D (Implementation Schedule), together with any exhibits and amendments issued or applicable thereto (Collectively, "Contract Documents" or "Contract").

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents. The Contract Documents may be referred to hereinafter as the "Contract" or the "Agreement."

Thereafter, for any specific changes not outlined in this Agreement or impact price, term or County obligations, wherever the term "Loudoun" appears the term "Arlington or Arlington County" should be substituted.

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to provide Anonymous Fraud, Waste and Abuse Complaint Hotline and Online Reporting Services. Exhibit B and Exhibit D contain the Scope of Services from the County of Loudoun, Virginia Contract QQ-01865 with minor modifications reflecting specific needs of Arlington County. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract

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Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

3. **CONTRACT TERM**

   The Initial Contract Term shall commence on the date of execution of this Agreement by the County, and be completed no later than October 19, 2017, subject to any modifications as provided for in the Contract Documents.

   Upon satisfactory performance by the Contractor, and with the concurrence of the Contractor, if the County of Loudoun, Virginia renews their agreement identified in Exhibit C, the County may elect to renew this Agreement under the contract unit prices identified in Exhibit A, for not more than two (2) additional renewal periods, up to twelve (12) month each ("Subsequent Contract Terms"). However, if the County of Loudoun, Virginia does NOT renew their agreement identified in Exhibit C, this Agreement shall automatically expire on the date of the County of Loudoun, Virginia's contract expiration date.

4. **CONTRACT AMOUNT**

   The County will pay the Contractor in accordance with the terms of the Payment paragraph below, and Exhibit A (Pricing Schedule) for the Contractor's completion of the Work described and required in the Contract Documents. The Contractor agrees that it shall complete the Work for the amounts specified in Exhibit A ("Contract Amount") unless such amount is modified as provided in this Agreement. The expansion of the Fraud, Waste and Abuse Hotline services to Arlington County Citizens, which results in a different annual price, is at the sole discretion of the County to both implement and/or to retain.

5. **PAYMENT**

   Payments for the Initial and Subsequent Contract Term(s) shall be paid in annual increments not to exceed the amounts identified in Exhibit A. The first annual payment for the Initial Contract Term will be for the period from execution of the agreement through October 19, 2015, and will be pro-rated to reflect the less than twelve month period. This payment shall be made in two (2) installments: 50% payable upon execution of the agreement; and 50% payable upon completion of the system Roll-Out, as identified in Exhibit D, paragraph 2, or no later than January 31, 2015, contingent upon Contractor upholding its specific implementation responsibilities. The Contractor shall thereafter invoice the County annually on the Anniversary Date of the Loudoun Contract (October 19) for the upcoming twelve months of work and be paid thirty days thereafter, after receipt of an accurate invoice. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority services have been performed shall appear on all invoices.

6. **PROJECT OFFICER**

   The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency requesting the work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.
7. ADJUSTMENTS FOR CHANGE IN SCOPE
The County may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the work or that the Contractor’s services have been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor’s notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor and documentation supporting the claimed amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written Contract amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided pursuant to the amendment.

8. NON-APPROPRIATION
All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

9. SOFTWARE LICENSE TERMS
Any software license to be executed by the County with the Contractor shall contain the following terms:

A. LICENSE GRANT
In connection with the utilization of the software package provided pursuant to this Contract, the Contractor hereby grants to Arlington County a non-exclusive license to use the software program(s) (Software) user manuals, and technical manuals.

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B. OWNERSHIP
The Contractor shall provide the County with a software license, but
title to the Software and Documentation, all copies thereof and all
rights therein, including all rights in patents, copyrights, and trade
secrets applicable thereto, shall remain vested in the Contractor,
regardless of the form or media in or on which the original and other
copies of the Software and Documentation may subsequently exist.

Nothing contained herein shall be deemed to convey any title or
ownership interest in the program module(s), Software or Documentation
to the County.

The County agrees not to disclose, transfer, provide or otherwise
make available in any form, except as otherwise provided in the
Contract Documents, the software package or any portion thereof, to
any person other than employees of the County without the prior
written consent of the Contractor, and any such disclosure or
transfer shall be consistent with the use in a single-user computer
system.

The County agrees not to reverse compile or disassemble the
Software.

The County agrees that it will not, in any form, export, re-
export, resell, ship, or divert or cause to be exported, re-
exported, resold, shipped, or diverted, directly or indirectly,
the Software and Documentation or any direct product thereof
without first obtaining the requisite license or approval from the
Contractor.

C. COPYING RIGHTS - Not used

D. TERM
The term of this license agreement is equivalent to the Contract
Term. This license may be terminated by the County without
further liability upon thirty (30) days prior written notice.
The Contractor may terminate this license if the County is in
default of any of the terms and conditions of this Agreement,
and termination is effective if the County fails to correct such
default within thirty (30) days after written notice thereof by
the Contractor.

E. SOFTWARE WARRANTY AND MAINTENANCE
The Contractor warrants that the software will conform to the
requirements and specifications as set forth herein. The
Contractor warrants the operation of all Software for the term of
this Contract and will provide all revisions, updates, upgrades,
and minor releases to both the Software and supporting
Documentation during that warranty term as long as this Contract
remains effective.

10. REIMBURSABLE EXPENSES
No reimbursable expenses are allowed under this Contract. The Contract
Amount includes all costs and expenses of providing to the County the
services described in this Contract.

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11. PAYMENT OF SUBCONTRACTORS
The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1½) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

12. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)
During the Contract Term, the Contractor shall furnish all of the items or services described in the Contract Documents required by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require items and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices and/or rates set forth in this Contract. In addition, for any items or services required, the County will treat the Contractor as the exclusive provider of such items or services, and it will use its best efforts to ensure that all orders for the items or services specifically described in the contract will be placed with the contractor.
13. COUNTY PURCHASE ORDER REQUIREMENT
County purchases are authorized only if a County Purchase Order is
issued in advance of the transaction, indicating that the ordering
agency has sufficient funds available to pay for the purchase. Such a
Purchase Order is to be provided to the Contractor by the ordering
agency. The County will not be liable for payment for any purchases
made by its employees without appropriate purchase authorization issued
by the County Purchasing Agent. If the Contractor provides goods or
services without a signed County Purchase Order, it does so at its own
risk and expense.

14. PROJECT STAFF
The County will, throughout the Initial Contract Term and any Subsequent
Contract Term, have the right of reasonable rejection and approval of
staff or subcontractors assigned to the project by the Contractor. If the
County reasonably rejects staff or subcontractors pursuant to this
section, the Contractor must provide replacement staff or
subcontractors satisfactory to the County in a timely manner and at no
additional cost to the County. The day-to-day supervision and control
of the Contractor's employees, and employees of any of its
subcontractors, shall be the sole responsibility of the Contractor.

15. SUPERVISION BY CONTRACTOR
The Contractor shall at all times enforce strict discipline and good
order among the workers performing under this Contract, and shall not
employ on the work any person not reasonably proficient in the work
assigned.

16. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of this Contract, the Contractor agrees as
follows:

A. The Contractor will not discriminate against any employee
or applicant for employment because of race, religion, color,
sex, national origin, age, disability or any other basis
prohibited by state law related to discrimination in employment
except where there is a bona fide occupational qualification
reasonably necessary to the normal operation of the Contractor.
The Contractor agrees to post in conspicuous places, available to
employees and applicants for employment, notices setting forth the
provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for
employees placed by or on behalf of the Contractor, will state
that such Contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in
accordance with federal law, rule or regulation shall be deemed
sufficient for the purpose of meeting the requirements of this
section.
D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

17. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**
In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

18. **DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**
During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

19. **TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**
The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all of the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods.

However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within
at least fifteen (15) days before termination of the Contract takes
effect ("Cure Period"). If the Contractor fails to cure within the Cure
Period or as otherwise specified in the notice, the Contract may be
terminated for the Contractor’s failure to provide satisfactory
Contract performance. Upon such termination, the Contractor may apply
for compensation for Contract services satisfactorily performed by the
Contractor, allocable to the Contract and accepted by the County prior
to such termination unless otherwise barred by the Contract
("Termination Costs"). In order to be considered, such request for
Termination Costs, with all supporting documentation, must be submitted
to the County Project Officer within fifteen (15) days after the
expiration of the Cure Period. The County may accept or reject, in whole
or in part, the application for Termination Costs and notify the
Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any
Contract provision or condition, then the termination shall be
immediate after notice from the County to the Contractor (unless the
County in its discretion provides for an opportunity to cure) and the
Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be
liable to the County for all costs incurred by the County after the
effective date of termination, including costs required to be expended
by the County to complete the Work covered by the Contract, including
costs of delay in completing the Work or the cost of repairing or
correcting any unsatisfactory or non-compliant work performed or
provided by the Contractor or its subcontractors. Such costs shall be
either deducted from any amount due the Contractor or shall be promptly
paid by the Contractor to the County upon demand by the County.
Additionally, and notwithstanding any provision in this Contract to the
contrary, the Contractor is liable to the County, and the County shall
be entitled to recover, all damages to which the County is entitled by
this Contract or by law, including, and without limitation, direct
damages, indirect damages, consequential damages, delay damages,
replacement costs, refund of all sums paid by the County to the
Contractor under the Contract and all attorney fees and costs incurred
by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor
shall stop work on the date of receipt of notice of the termination or
other date specified in the notice, place no further orders or
subcontracts for materials, services, or facilities except as are
necessary for the completion of such portion of the Work not
terminated, and terminate all vendors and subcontractors and settle all
outstanding liabilities and claims. Any purchases after the date of
termination contained in the notice shall be the sole responsibility of
the Contractor.

In the event any termination for cause, default, or breach shall be
found to be improper or invalid by any court of competent jurisdiction
then such termination shall be deemed to have been a termination for
convenience.

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20. **TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The performance of work under this Contract may be terminated by the County's Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

21. **INDEMNIFICATION**

A. Contractor shall, at its own cost, defend and hold harmless any claim or suit brought against the County on the issue that the software infringes a United States copyright, patent, trademark, trade secret or other intellectual property right of a third party provided that the County (i) notifies Contractor promptly in writing of any such claim or suit; (ii) gives Contractor full information and assistance in settling and/or defending the suit; and (iii) gives Contractor full authority and control of the defense and/or settlement of any such action. Contractor shall not be liable for any costs or expenses incurred (i) by the County without Contractor's prior written authorization; (ii) for any claim based on the use of a combination of the Contractor's software with any other software not provided by Contractor, (iii) for any claim based on the County's modification of the software (iv) from use of other than the latest available version of the software, provided that the version containing the correction of the infringement has been made available to the County at no charge; or (v) any transaction entered into by the County relating to the software without the Contractor's prior written consent.

If the software becomes subject to a claim of infringement for which the Contractor may become liable, Contractor may at its option (i) obtain the right to continue using the software; or (ii) replace or modify the software to make them non-infringing so long as the replacement or modification meets substantially similar specifications; or (iii) County and Contractor may elect to terminate the Agreement in the event that Contractor is unable to
perform under (i) and (ii) above. All payment obligations of the County shall be suspended until Contractor provides one of the remedies described.

B. Contractor shall indemnify, defend, and hold harmless the County and its affiliates, against any liability, demands, damages, expenses, and losses for death, personal injury, illness or property damage arising out of the Contractor's breach of its representations, warranties, or performance, or based on an alleged defect or design error in any element, part or combination thereof in the software.

C. In the event Contractor becomes liable to County or any other party for direct or any other damages for any cause whatsoever, then the aggregate liability of the Contractor for all damages, injury and liability incurred will be limited to an amount equal to the Contractor's insurance coverage as required in Section 2.8. However, the foregoing limitation shall not apply to:

1. damages caused by Contractor's gross negligence or intentional acts or omissions;

2. claims for damages for infringement;

D. The County is prohibited from indemnifying Contractor and/or any other third parties. Notwithstanding the foregoing, the County shall be responsible for the actions and/or omissions of its board members, officers, employees and agents during their use of the software, including the negligent use, misuse or reproduction of Software. Further, the County expressly waives any and all actions against Contractor for claims resulting from the negligent acts or omissions of the County, its board members, officers, employees and agents. Provided, however, this waiver shall not be deemed to be a waiver of the County's sovereign immunity or defense thereof.

22. INTELLECTUAL PROPERTY INDEMNIFICATION
The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.
The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

24. OWNERSHIP AND RETURN OF RECORDS

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, hotline documents, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services pursuant to this Contract.
The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

25. **DATA SECURITY AND PROTECTION**

The Contractor shall hold County Information in the strictest confidence and comply with all applicable County security and network resources policies as well as all local, state and federal laws or regulatory requirements concerning data privacy and security. The Contractor shall develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted County Information received from, created or maintained on behalf of the County and strictly control access to County Information. For purposes of this provision, and as more fully described in this Contract and the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" (also referred to as "County Data" or "data") includes, but is not limited to, electronic information, documents, data, images, and records including, but not limited to, financial records, personally identifiable information, Personal Health Information (PHI), personnel, educational, voting, registration, tax or assessment records, information related to public safety, County networked resources, and County databases, software and security measures which is created, maintained, transmitted or accessed to perform the work under this Contract.

(a) **County's Non-Disclosure and Data Security Agreement (NDA).**

The Contractor shall require that an authorized Contractor designee, and all key employees, agents or subcontractors working on-site at County facilities or otherwise performing non- incidental work under this Contract, sign the NDA (attached as an Exhibit hereto) prior to performing any work or permitting access to County networked resources, application systems or databases under this Contract. A copy of the signed NDAs shall be available to the County Project Officer upon request.

(b) **Use of Data.**

The Contractor shall ensure that the use, distribution, disclosure or access ("use") to County Information and County networked resources shall not occur in an unauthorized manner. Use of County Information for other than as specifically outlined in this Contract is strictly prohibited, unless such other use is agreed to in writing by the parties. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of County Information and any non-compliance with this DATA SECURITY AND PROTECTION provision or any NDA.

(c) **Data Protection.**

The Contractor agrees that it will protect the County's Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents

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of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data, proprietary and/or confidential information. The Contractor shall provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan/s. The Contractor shall provide, if requested by the County, on an annual basis, results of an internal Information Security Risk Assessment provided by an outside firm.

(d) **Data Sharing.**
Except as otherwise specifically provided for in this Contract, the Contractor agrees that it shall not share, disclosure, sell or grant access to County Information to any third party without the express written authorization of the County’s Chief Information Security Officer or designee.

(e) **Security Requirements.**
The Contractor shall maintain the most up to date anti-virus, industry accepted firewalls and/or other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store County Data into hard drives must provide data at rest encryption. Significant deviation from these standards must be approved by the County’s Chief Information Security Officer or designee. The downloading of County information onto laptops or other portable storage medium is prohibited without the express written authorization of the County’s Chief Information Security Officer or designee.

(f) **Data Protection Upon Conclusion of Contract.**
Upon termination, cancellation, expiration or other conclusion of this Contract, the Contractor shall return all County Information to the County unless the County requests that such data be destroyed. This provision shall also apply to all County Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall complete such return or destruction not less than thirty (30) days after the conclusion of this Agreement and shall certify completion of this task, in writing, to the County Project Officer.

(g) **Notification of Security Incidents.**
The Contractor agrees to notify the County Chief Information Officer and County Project Officer within twenty-four (24) hours of the discovery of any unintended access to, use or disclosure of County Information.

(h) **Subcontractors.**
To the extent the use of subcontractors is permitted under this Contract, the requirements of this entire section shall be incorporated into any subcontractor agreement entered into by the Contractor and any data sharing shall be compliant with these security and protection requirements and the NDA. In the event of data sharing, subcontractors shall provide to the Contractor a copy of their data security policy and procedures for securing County Information and a copy of their disaster recovery plan/s.
26. **VIRGINIA FREEDOM OF INFORMATION ACT**
The parties understand and agree that the County is subject to the terms and provisions of Code of Virginia §§ 2.2-3700 et. seq., the Virginia Freedom of Information Act ("VFOIA"). All public records in the County's custody, possession or control shall be open to the public for inspection and copying to the extent such disclosure is required by law. Certain exemptions or exclusions may apply but it is the Contractor's obligation to assert any applicable VFOIA exclusions or exemption, to the satisfaction of the County Project officer, within the statutory deadlines as it applies to its own data, technology, software or business processes. Thereafter it is the obligation of the Contractor to defend and indemnify the County from any claim or suit that may arise as a result of the withholding of records. Under this Agreement, the Contractor will also be in possession of County records that may be subject to VFOIA.

The Contractor further agrees that it has an obligation to provide the information requested from the County under VFOIA within three (3) business days of the County's request. Contractor shall defend and indemnify the County from any claim or suit that arises as a result the Contractor's failure to provide the requested information within three (3) days as noted above. As used in this paragraph, defend and indemnify includes the payment of any assessed attorney's fees, penalties or costs that may be awarded or otherwise imposed by a court or incurred by the County.

27. **ETHICS IN PUBLIC CONTRACTING**
This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

28. **COUNTY EMPLOYEES**
No employee of Arlington County, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

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29. **FORCE MAJEURE**

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor’s then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

30. **AUTHORITY TO TRANSACT BUSINESS**

The Contractor shall pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of the County.

31. **RELATION TO COUNTY**

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

32. **ANTITRUST**

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under this Contract.
33. **REPORT STANDARDS**
Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, the Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

34. **ASSIGNMENT**
The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

35. **AMENDMENTS**
This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

36. **ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

37. **DISPUTE RESOLUTION**
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in Agreement No. 554-15
writing no later than 60 days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

38. **APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

39. **ARBITRATION**
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

40. **NONEXCLUSIVITY OF REMEDIES**
All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

41. **NO WAIVER**
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

42. **SEVERABILITY**
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

43. **NO WAIVER OF SOVEREIGN IMMUNITY**
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

44. **SURVIVAL OF TERMS**
In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY;
OWNERSHIP AND RETURN OF RECORDS; COPYRIGHT; INTELLECTUAL PROPERTY
INDEMNIFICATION; INSURANCE REQUIREMENTS; AND DATA SECURITY.

45. HEADINGS
The section headings in this Contract are inserted only for convenience
and are not to be construed as part of this Contract or a limitation on
the scope of the particular section to which the heading precedes.

46. AMBIGUITIES
Each party and its counsel have participated fully in the review and
revision of this Agreement. Any rule of construction to the effect that
ambiguities are to be resolved against the drafting party shall not
apply in interpreting this Agreement. The language in this Agreement
shall be interpreted as to its fair meaning and not strictly for or
against any party.

47. NOTICES
Unless otherwise provided herein, all notices and other communications
required by this Contract shall be deemed to have been given when made
in writing and either (a) delivered in person, (b) delivered to an
agent, such as an overnight or similar delivery service, or (c)
deposited in the United States mail, postage prepaid, certified or
registered, addressed as follows:

TO THE CONTRACTOR:

Janet Hankins, President
KJAS, Inc. dba Ethical Advocate, Incorporated
1818 MLK Jr. Boulevard, Suite 250
Chapel Hill, North Carolina 27514

TO THE COUNTY:

Maria Meredith, Project Officer
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
48. NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

49. INSURANCE REQUIREMENTS
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The minimum insurance coverage shall be:

a. Workers Compensation - North Carolina Statutory Workers Compensation (W/C) coverage and employers liability with limits of $100,000/100,000/500,000.

b. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

c. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of $1,000,000.

e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.
f. Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor’s notification from the insurer. It is the Contractor’s responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

g. Any insurance coverage that is placed as a “claims made” policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor’s receipt of final payment.

h. Contract Identification - The insurance certificate shall state this Contract’s number and title.

The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract documents.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its

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Agreement No. 554-15
obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self-insurance resolution to determine the adequacy of the insurance funding.

50. **ACCESSIBILITY OF WEB SITE**
If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of the websites provided herein the Contractor shall perform such work in compliance with the Americans with Disabilities Act of 1990 (ADA).

51. **ADA COMPLIANCE – Not Used**

52. **NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE**
The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, the County may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

53. **SCHEDULE**
See to Exhibit D, Project Implementation Schedule

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA  
KJAS, INC. DBA ETHICAL ADVOCATE, INCORPORATED

AUTHORIZED SIGNATURE: 
AUTHORIZED SIGNATURE:

NAME AND RICHARD D. WARREN, JR. TITLE: PURCHASING AGENT

DATE: 12/15/14

DATE: 12/15/14

Agreement No. 554-15
AGREEMENT NO. 559-15
EXHIBIT D

NONDISCLOSURE AND DATA SECURITY AGREEMENT (CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of KJAS, Inc. dba Ethical Advocate, Incorporated (Contractor) hereby agree that the Contractor will hold County provided or County employee or citizen provided information, documents, data, images, records and the like (hereafter "information") confidential and secure and to protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 559-15 (the "Project" or "County Agreement" as applicable) or which may be accessed through other County owned or controlled databases (all of the above collectively referred to herein as "information" or "County information").

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of the County information, control and limit internal access and authorization for access to such information and not divulge or allow or facilitate access to County information for any purpose or by anyone unless expressly authorized. This includes but is not limited to information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution (also collectively referred to herein as "information" or "County information").

Contractor also agree that it will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. Contractor acknowledges that any unauthorized use, dissemination or disclosure of information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

The Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any information obtained directly, or indirectly, as a result of its work on the Project. Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate, tightly controlled and that such person/s also maintain

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the security and privacy of information and the integrity of County networked resources.

Contractor agrees to take strict security measures to ensure that information is kept secure, properly stored, that if stored that it is encrypted as appropriate, stored in accordance with industry best practices and otherwise protected from retrieval or access by unauthorized persons or unauthorized purpose. Any device or media on which information is stored, even temporarily, will have strict security and access control. Any information that is accessible will not leave the Contractor’s work site or the County’s physical facility, if working onsite, without written authorization of the County Project Officer. If remote access or other media storage is authorized, Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County, and connected to the County network are secure and free of all computer viruses, or running the latest version of an industry standard virus protection program. Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. No information may be downloaded except as agreed to by the parties and then only onto a County approved device. Downloading onto a personally owned device is prohibited. Contractor agrees that it will notify the County Project Officer immediately upon discovery, becoming aware or suspicious of any unauthorized disclosure of information, security breach, hacking or other breach of this Agreement, the County Contract, County policy, Contractor’s security policies, or any other breach of Project protocols. The Contractor will fully cooperate with the County to regain possession of any information and to prevent its further disclosure, use or dissemination. The Contractor also agrees, if requested, to promptly notify others of a suspected or actual breach.

Contractor agrees that all duties and obligations enumerated in this agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor’s employees, agents or subcontractors shall be treated as a breach by Contractor. Contractor agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Agreement and related data security provisions in the County Agreement.

It is the intent of this Nondisclosure and Data Security Agreement to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices are in place to ensure confidentiality, protection, privacy and security of County information and County networked resources and to ensure compliance with all applicable local, state and federal law or regulatory requirements. Therefore, to the extent that this Nondisclosure and Data Security Agreement conflicts with the County Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent County Contract requirement, law, regulation or provision shall control.
At the conclusion of the Project, Contractor agrees to return all County information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the County Agreement.

Authorized Signature: 

Printed Name and Title: 

Date: 12/5/14

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT
# ARLINGTON COUNTY, VIRGINIA
# AGREEMENT NO. 554-15

## EXHIBIT A - PRICING SCHEDULE

<table>
<thead>
<tr>
<th>CONTRACT DATE</th>
<th>DESCRIPTION</th>
<th>ANNUAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1 (Date of Execution)</td>
<td>Online and Phone Reporting for County Employees Only</td>
<td>$358.33 per month through 10/19/2015</td>
</tr>
<tr>
<td></td>
<td>One time implementation fee, including training administrators</td>
<td>$500.00</td>
</tr>
<tr>
<td>Year 2 - October 20, 2015 -</td>
<td>Online and Phone Reporting for County Employees Only</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>October 19, 2016</td>
<td>Online and Phone Reporting for County Employees AND Citizens (OPTIONAL)</td>
<td>$5,700.00</td>
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<tr>
<td>Year 3 - October 20, 2016 -</td>
<td>Online and Phone Reporting for County Employees Only</td>
<td>$4,700.00</td>
</tr>
<tr>
<td>October 20, 2017</td>
<td>Online and Phone Reporting for County Employees AND Citizens (OPTIONAL)</td>
<td>$5,900.00</td>
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</table>

*Two additional one year options to be priced at no more than 5% annual increase above Year 3 price*

## MARKETING MATERIALS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>PRICE</th>
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</thead>
<tbody>
<tr>
<td>Customized 11X17 full color poster PDF ready for the County to Print</td>
<td>$150.00</td>
</tr>
<tr>
<td>Single-sided (English) wallet cards PDF ready for County to Print</td>
<td>$150.00</td>
</tr>
<tr>
<td>Double-sided wallet cards (additional language) PDF ready for the County to Print</td>
<td>$250.00</td>
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</table>
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 554-15

EXHIBIT B (SCOPE OF SERVICES)

1.1 Toll Free Hotline
   1.1.1 The Contractor shall provide a toll free hotline number that will be unique to the County and the number will be retained by or transferred to the County after completion or termination of the contracted service.
   1.1.2 Calls to the hotline must be answered by a live intake representative 24 hours a day, 7 days a week, 365(6) days a year. The Contractor shall have sufficient staffing and technical capacity to answer multiple calls simultaneously.
   1.1.3 The Contractor shall provide representatives who are fluent in a variety of languages, including English and Spanish.
   1.1.4 Complainants shall be given the option to remain anonymous. Where this option is selected, the anonymity of hotline complainants shall be protected. Calls will not be recorded and caller identification information will not be maintained.
   1.1.5 The complainant shall be provided with an option to receive follow-up communication regarding his or her complaint.
   1.1.6 The County shall be entitled to an unlimited number of calls to the toll free hotline.
   1.1.7 All hotline complaints shall be entered into the Contractor's case management system within two (2) hours of its receipt of the complaint.
   1.1.8 Complainants shall be provided a unique identifier to be able to call in with follow up information or to receive information on the case.

1.2 Staff
   1.2.1 Intake representatives shall be trained to capture sufficient information from complainants upon which to potentially initiate a review as deemed appropriate into the complaints and to ask questions as appropriate to solicit this information.
   1.2.2 Intake representatives shall be trained in delivering excellent customer service and shall maintain a courteous and professional demeanor with complainants at all time.
   1.2.3 Intake representatives shall be trained in recognizing when a hotline or online complaint is a life-threatening emergency and shall inform the complainant to contact 911.
1.2.4 The Contractor shall provide a dedicated account representative as the single point of contact for any Contract issues. The representative shall be a senior staff member.

1.3 Integrated Case Management System

All complaints shall be tracked in an integrated case management system. The Contractor shall provide an integrated Case Management System ("system") with the following specifications:

1.3.1 The system shall generate and deliver an electronic notification to the County of all new complaints, including a complaint summary, within one (1) hour of a new case being created in the system.

1.3.2 At a minimum, the complaint summary will include the date and time the complaint was submitted, the method the complaint was reported (via hotline or online), a detailed description of the nature of the complaint, and whether the complainant has selected the option for follow-up communication.

1.3.3 If so requested by the complainant, the complaint summary will be anonymous as to the identity of the complainant.

1.3.4 The system shall generate and deliver an electronic notification to the County of all subsequent and follow up communication between the Contractor and the complainant within one (1) hours of said communication being entered into the system.

1.3.5 The system shall track initial complaints and any subsequent follow-up contact with complainants on the same allegations.

1.3.6 The system shall allow a designation of a broad case type including but not limited to fraud, waste, and abuse.

1.3.7 The system shall allow the County to input and track complaints received directly by the County into the system.

1.3.8 The system shall automatically assign a unique case number to each new complaint. Case numbers shall be assigned in a systematic and serialized manner.

1.3.9 The system shall allow a system administrator from the County to assign specific cases to other users within the system for investigation.

1.3.10 The system shall allow the assigned County investigator to input investigative notes into the system.

1.3.11 The system shall provide the ability to set a reminder for needed actions for specific cases by the end of Quarter 1 2015.

1.3.12 The system shall allow the County to have a minimum of one (1) system administrator with full system access and rights to the County's data and the ability to add new users and assign access rights and ten (10) end users with varying levels of system access and rights.

1.3.13 The system shall provide for the indefinite storage of the County's complaint and investigative data. The system shall provide a method for the County to communicate with intake representatives regarding specific cases, including providing follow-up information and questions to be shared with the complainants by the intake representative.
1.3.14 The system shall include the ability to reflect the status of a particular case, at a minimum allowing the case to be reflected as open or closed.

1.3.15 The system shall allow for the creation and downloading of monthly, annual, and year to date reports of program activity. These reports shall be easily sortable by a variety of fields including date, nature of the complaint, and length of time from the initial complaint intake to when the case was reflected as closed in the system. These reports may be provided by the Contractor to the County electronically or run and downloaded by the County’s system administrator.

1.3.16 The system shall be searchable.

1.3.17 The County’s data shall not be comingle with any other of the Offer’s customer’s data.

1.3.18 The system allow the County to post instructions to complainants.

1.3.19 Complainants shall be provided a unique identifier when they log a report on the website to provide follow up information or to receive information on the case.

1.4 **Marketing and Educational Materials**

1.4.1 The Contractor shall provide the County with communication tools and other materials to promote and advertise the hotline including posters, business cards and brochures customized to the County for both employees and residents of the County.

1.5 **Technical Support and Requirements**

1.5.1 The Contractor shall provide dedicated support from the client services team for program set up, system training, and on-going system maintenance.

1.5.2 The toll-free hotline must be accessible to persons with disabilities, including but not limited to individuals who use Text Telephone (TTY) and the Telecommunications Relay Service (TRS).

1.5.3 The Contractor shall ensure the network security of all County data maintained in the system.

1.5.4 The Contractor shall maintain adequate capacity on its network during the Contract term to meet the County’s usage needs.

1.6 **Annual Meeting**

1.6.1 The Contractor shall meet with the County a minimum of one time annually to provide a program overview, including trends, benchmarking against the Contractor’s book of business, new program or system features, and any recommendations the Contractor believes the County should consider moving forward.

1.7 **Internet Based Complaint Reporting System**

1.7.1 The Contractor shall provide an internet based reporting system through a secure website, customized for the County.

1.7.2 The website shall include a standardized web form allowing the complainant to submit allegations through the website.
1.7.3 Allegations submitted via the website must appropriately routed to the designated County contact(s) by the Contractor within thirty (30) minutes of the submission.

1.7.4 Complainants shall be provided with the ability to receive follow-up communication regarding his or her complaint.

1.7.5 Complainants shall be given the option to remain anonymous. Where this option is selected, the anonymity of online complainants shall be protected. IP addresses will not be tracked for complaints submitted via the website.

1.7.6 The County shall be entitled to an unlimited number of complaint submissions to the website.

1.7.7 The website shall be accessible to persons with disabilities.

1.7.8 The website shall be available in English and in Spanish.

1.7.9 The website shall have the capability to accept attachments.

1.7.10 The system must have the ability to route notifications of a report to multiple contacts either named or by type of allegation.

1.7.11 The notice of a new report shall not include the report itself but a notice to log into the system to see the report.
AGREEMENT FOR SERVICE

THIS AGREEMENT is effective on the 20th day of October, 2014, by and between the COUNTY OF LOUDOUN, VIRGINIA, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the "County", and KJAS, INC. dba ETHICAL ADVOCATE, INC. hereinafter referred to as the "Contractor" (collectively referred to as the "parties").

WITNESSETH:

In consideration of the mutual covenants set forth herein, the parties agree as follows:

The Contractor shall provide Anonymous Fraud, Waste and Abuse Complaint Hotline and Online Reporting services in accordance with the following, in order of precedence: this Agreement for Service ("Agreement" or "Contract"); the Contractor's proposal dated June 20, 2014 (Exhibit I); and the County's Request for Proposal dated June 3, 2014 (including all addenda) (incorporated by reference) (Exhibit II). In the event that Exhibits I and II contradict or limit this Agreement for Service, this Agreement shall prevail.

No representations, arrangements, understandings or agreements relating to the subject matter exist amongst the parties except as expressed in this Agreement.

1.0 SCOPE OF SERVICES

1.1 Toll Free Hotline

1.1.1 The Contractor shall provide a toll free hotline number that will be unique to the County and the number will be retained by or transferred to the County after completion or termination of the contracted service.

1.1.2 Calls to the hotline must be answered by a live intake representative 24 hours a day, 7 days a week, 365 days a year. The Contractor shall have sufficient staffing and technical capacity to answer multiple calls simultaneously.

1.1.3 The Contractor shall provide representatives who are fluent in a variety of languages, including English, Spanish and certain Asian languages in predominant use in the County.

1.1.4 In the rare event a complainant must leave a voicemail message, a live representative shall attempt to contact the complainant within thirty (30) minutes of the complainant's voicemail, provided that the complainant left contact information.

1.1.5 Complainants shall be given the option to remain anonymous. Where this option is selected, the anonymity of hotline complainants shall be protected. Calls will not be recorded and caller identification information will not be maintained.

1.1.6 The complainant shall be provided with an option to receive follow-up communication regarding his or her complaint.
1.1.7 The County shall be entitled to an unlimited number of calls to the toll free hotline.

1.1.8 All hotline complaints shall be entered into the Contractor’s case management system within three (3) hours of its receipt of the complaint.

1.2 **Staff**

1.2.1 Intake representatives shall be trained to capture sufficient information from complainants upon which to initiate an investigation into the complaints and to ask questions as appropriate to solicit this information.

1.2.2 Intake representatives shall be trained in delivering excellent customer service and shall maintain a courteous and professional demeanor with complainants at all time.

1.2.3 Intake representatives shall be trained in recognizing when a hotline or online complaint is a life-threatening emergency and shall inform the complainant to contact 911.

1.2.4 The Contractor shall provide a dedicated account representative as the single point of contact for any Contract issues. The representative shall be a senior staff member.

1.3 **Integrated Case Management System**

All complaints shall be tracked in an integrated case management system. The Contractor shall provide an integrated Case Management System ("system") with the following specifications:

1.3.1 The system shall generate and deliver an electronic notification to the County of all new complaints, including a complaint summary, within three (3) hours of a new case being created in the system.

1.3.2 At a minimum, the complaint summary will include the date and time the complaint was submitted, the method the complaint was reported (via hotline or online), a detailed description of the nature of the complaint, and the complainant provided the ability for follow-up communication.

1.3.3 If so requested by the complainant, the complaint summary will be anonymous as to the identity of the complainant.

1.3.4 The system shall generate and deliver an electronic notification to the County of all subsequent and follow up communication between the Contractor and the complainant within three (3) hours of said communication being entered into the system.

1.3.5 The system shall track initial complaints and any subsequent follow-up contact with complainants on the same allegations.

1.3.6 The system shall allow a designation of a broad case type including but not limited to fraud, waste, and abuse, EEO related, or management issue.

1.3.7 The system shall allow the County to input and track complaints received directly by the County into the system.

1.3.8 The system shall automatically assign a unique case number to each new complaint. Case numbers shall be assigned in a systematic and serialized manner.
1.3.9 The system shall allow a system administrator from the County to assign specific cases to other users within the system for investigation.

1.3.10 The system shall allow the assigned County investigator to input investigative notes into the system.

1.3.11 The system shall provide the ability to set a reminder for needed actions for specific cases by the conclusion of the first quarter of 2015.

1.3.12 The system shall allow the County to have a minimum of one (1) system administrator with full system access and rights to the County's data and the ability to add new users and assign access rights and five (5) end users with varying levels of system access and rights.

1.3.13 The system shall provide for the indefinite storage of the County's complaint and investigative data in accordance with Virginia record retention requirements for local governments.

1.3.14 The system shall provide a method for the County to communicate with intake representatives regarding specific cases, including providing follow-up information and questions to be shared with the complainants by the intake representative.

1.3.15 The system shall include the ability to reflect the status of a particular case, at a minimum allowing the case to be reflected as open or closed.

1.3.16 The system shall allow for the creation and downloading of monthly, annual, and year to date reports of program activity. These reports shall be easily sortable by a variety of fields including date, nature of the complaint, and length of time from the initial complaint intake to when the case was reflected as closed in the system. These reports may be provided by the Contractor to the County electronically or run and downloaded by the County's system administrator.

1.3.17 The system shall be searchable.

1.4 Marketing and Educational Materials

1.4.1 The Contractor shall provide the County with communication tools and other materials to promote and advertise the hotline including posters, business cards and brochures customized to the County for both employees and residents of the County.

1.5 Technical Support and Requirements

1.5.1 The Contractor shall provide dedicated support from the client services team for program set up, system training, and on-going system maintenance.

1.5.2 The toll-free hotline must be accessible to persons with disabilities, including but not limited to individuals who are unable to hear or have limited vision.

1.5.3 The Contractor shall ensure the network security of all County data maintained in the system.

1.5.4 The Contractor shall maintain adequate capacity on its network during the Contract term to meet the County's usage needs.
1.6 Annual Meeting

1.6.1 The Contractor shall meet with the County a minimum of one time annually to provide a program overview, including trends, benchmarking against the Contractor's book of business, new program or system features, and any recommendations the Contractor believes the County should consider moving forward.

1.7 Internet Based Complaint Reporting System

1.7.1 The Contractor shall provide an internet based reporting system through a secure website, customized for the County.

1.7.2 The website shall include a standardized web form allowing the complainant to submit allegations through the website.

1.7.3 Allegations submitted via the website must be appropriately routed to the designated County contact(s) by the Contractor within thirty (30) minutes of the submission.

1.7.4 Complainants shall have the ability to receive follow-up communication regarding his or her complaint.

1.7.5 Complainants shall be given the option to remain anonymous. Where this option is selected, the anonymity of online complainants shall be protected. IP addresses will not be tracked for complaints submitted via the website.

1.7.6 The County shall be entitled to an unlimited number of complaint submissions to the website.

1.7.7 All web-based complaints shall be entered into the Contractor's electronic case management system within three (3) hours of its receipt of the complaint.

1.7.8 The website shall be accessible to persons with disabilities.

2.0 TERMS AND CONDITIONS

This Agreement is subject to the following Terms and Conditions:

2.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Human Resources Officer or her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Human Resources Officer or her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Division of Procurement and the Contractor.

2.2 Term

The Contract shall cover the period from October 20, 2014 through October 19, 2017 or an equivalent period depending upon date of Contract award and length of implementation.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to (2) additional (1) year periods. Unless otherwise agreed to by the parties or as may be required by law, any
renewal shall be based on the same terms and conditions as the initial term with
the exception of the price or rates. Initial prices or rates and subsequent renewal
prices or rates are guaranteed for a minimum of thirty-six (36) months. Any
increase in prices or rates after the initial term or any renewal term shall be
mutually agreed upon. In no event shall any increase exceed 5%.

2.3 Delays and Delivery Failures

Time is of the essence. The Contractor must keep the County advised at all times
of status of parties’ agreement. If delay is foreseen, the Contractor shall give
immediate written notice to the Division of Procurement. Should the Contractor fail
to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or
within a reasonable period of time thereafter as agreed to in writing by the Division
of Procurement, or should the Contractor fail to make a timely replacement of
rejected items/services when so required, the County may purchase items/services
of comparable quality and quantity in the open market to replace the undelivered or
rejected items/services. The Contractor shall reimburse the County for all costs in
excess of the Agreement price when purchases are made in the open market; or, in
the event that there is a balance the County owes to the Contractor from prior
transactions, an amount equal to the additional expense incurred by the County as
a result of the Contractor's nonperformance shall be deducted from the balance as
payment.

2.4 Material Safety Data Sheets

By law, the County will not receive any materials, products, or chemicals which may
be hazardous to an employee's health unless accompanied by a Material Safety
Data Sheet (MSDS) when received. This MSDS will be reviewed by the County,
and if approved, the materials, product or chemical can be used. If the MSDS is
rejected, the Contractor must identify a substitute that will meet the County's criteria
for approval.

2.5 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to
be licensed in accordance with the County’s "Business, Professional, and
Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the
Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are
exempt from this requirement. Questions concerning the BPOL Tax should be
directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

2.6 Payment of Taxes

All Contractors located or owning property in Loudoun County shall assure that all
real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the
Contractor prior to the award of any Contract or Contract renewal.

2.7 Insurance

A. The Contractor shall be responsible for its work and every part thereof,
and for all materials, tools, equipment, appliances, and property of any
and all description used in connection therewith. The Contractor
assumes all risk of direct and indirect damage or injury to the property or
persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:

1. Workers' Compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:
   Coverage A: Statutory
   Coverage B: $100,000

2. General Liability:
   Per Occurrence: $1,000,000
   Personal/Advertising Injury: $1,000,000
   General Aggregate: $2,000,000
   Products/Completed Operations: $2,000,000 aggregate
   Fire Damage Legal Liability: $100,000

   GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis

3. Automobile Liability:
   Combined Single Limit: $1,000,000

D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to
deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or

b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-Insured retention.

4. a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:\VII.

b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:\VII Rating.

5. a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.

b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
c. Any certificates provided shall indicate the Contract name and number.

6. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.

7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.

E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.

G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

2.8 **Indemnification**

2.8.1 Contractor shall, at its own cost, defend and hold harmless any claim or suit brought against the County on the issue that the software infringes a United States copyright, patent, trademark, trade secret or other intellectual property right of a third party provided that the County (i) notifies Contractor promptly in writing of any such claim or suit; (ii) gives Contractor full information and assistance in settling and/or defending the suit; and (iii) gives Contractor full authority and control of the defense and/or settlement of any such action. Contractor shall not be liable for any costs or expenses incurred (i) by the County without Contractor's prior written authorization; (ii) for any claim based on the use of a combination of the Contractor's software with any other software not provided by Contractor, (iii) for any claim based on the County's modification of the software (iv) from use of other than the latest available version of the software, provided that the version containing the correction of the infringement has been made available to the County at no charge; or (v) any transaction entered into by the County relating to the software without the Contractor's prior written consent.

If the software becomes subject to a claim of infringement for which the Contractor may become liable, Contractor may at its option (i) obtain the right to continue using the software; or (ii) replace or modify the software to make them non-infringing so long as the replacement or modification meets substantially similar specifications; or (iii) County and Contractor may elect to terminate the Agreement in the event that Contractor is
unable to perform under (i) and (ii) above. All payment obligations of the County shall be suspended until Contractor provides one of the remedies described.

2.8.2 Contractor shall indemnify, defend, and hold harmless the County and its affiliates, against any liability, demands, damages, expenses, and losses for death, personal injury, illness or property damage arising out of the Contractor’s breach of its representations, warranties, or performance, or based on an alleged defect or design error in any element, part or combination thereof in the software.

2.8.3 In the event Contractor becomes liable to County or any other party for direct or any other damages for any cause whatsoever, then the aggregate liability of the Contractor for all damages, injury and liability incurred will be limited to an amount equal to the Contractor’s insurance coverage as required in Section 2.8. However, the foregoing limitation shall not apply to:

A. damages caused by Contractor’s gross negligence or intentional acts or omissions;

B. claims for damages for infringement;

2.8.4 The County is prohibited from indemnifying Contractor and/or any other third parties. Notwithstanding the foregoing, the County shall be responsible for the actions and/or omissions of its board members, officers, employees and agents during their use of the software, including the negligent use, misuse or reproduction of Software. Further, the County expressly waives any and all actions against Contractor for claims resulting from the negligent acts or omissions of the County, its board members, officers, employees and agents. Provided, however, this waiver shall not be deemed to be a waiver of the County’s sovereign immunity or defense thereof.

2.9 Safety

All Contractors and subcontractors performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

2.10 Permits

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits. The County will waive any fees involved in securing County permits.

2.11 Notice of Required Disability Legislation Compliance

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.
Specifically, the County may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

2.12 Ethics in Public Contracting

The provisions contained in §§2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

2.13 Employment Discrimination by Contractors Prohibited

Every Contract of over $10,000 shall include the following provisions:

A. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.
2.14 Drug-free Workplace

Every Contract over $10,000 shall include the following provision:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

2.15 Faith-Based Organizations

The County does not discriminate against faith-based organizations.

2.16 Immigration Reform and Control Act of 1986

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

2.17 Substitutions

No substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.
2.18 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Agreement. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements.

The Contractor will have all employees working at County sites wear a uniform and have photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment.

2.19 Exemption from Taxes

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

2.20 Ordering, Invoicing and Payment

All work requested under this Contract shall be placed on a County issued Purchase Order. The Contractor shall not accept credit card orders or payments.

Contractor shall submit the annual invoice via email at the beginning of the Contract period for payment for the annual Contract period, such statement to include a detailed breakdown of all charges and shall be based on proposed tasks.

Invoices shall be submitted to:

County of Loudoun, Virginia
ATTN: Dottie Coates, HR Administrative Manager
Dottie.Coates@loudoun.gov
Management and Financial Services- Human Resources
1 Harrison Street SE, 4th Floor
Leesburg, VA 20175

All such invoices will be paid within thirty (30) days by the County unless any items therein are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments.
Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the signature form.

2.21 Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

2.22 Assignment

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

2.23 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.
C. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years**

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

2.24 **Contractual Disputes**

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery of the services.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

2.25 **Severability**

In the event that any provision shall be adjudged or decreed to be invalid by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

2.26 **Governing Law/Forum**

This Contract shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia, without giving effect to its conflicts of laws provisions. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

2.27 **Notices**

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

KJAS, INC. dba ETHICAL ADVOCATE, INC.
Agreement for Service, GG-01955
Page 14 of 18
TO CONTRACTOR:
KJAS, INC.
dba Ethical Advocate, Inc.
1818 MLK Jr. Blvd
Suite 258
Chapel Hill, NC 27514

TO COUNTY:
County of Loudoun, Virginia
Division of Human Resources
1 Harrison St, SE, 4th Floor
Leesburg, VA 20175
Attn: Jeanette Green

With copy to:
County of Loudoun, Virginia
Division of Procurement
1 Harrison St, SE, 4th Floor
Leesburg, VA 20175
Attn: Diane C. Smith

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

2.28 Licensure
To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 et seq. of the Code of Virginia) or the County of Loudoun, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

2.29 Authority to Transact Business in Virginia
A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

2.30 Confidentiality

A. Contractor Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
2. Access or attempt to access information beyond their stated authorization.

3. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent’s written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

B. County Confidentiality
The County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. Contractor acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

2.31 Non-Visual Access to Technology
All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any state agency or institution or political subdivision of the Commonwealth (the “Technology”) shall comply with the following non-visual access standards from the date of purchase or upgrade until the expiration of this agreement:

- Effective, interactive control and use of the Technology shall be readily achievable by non-visual means;
- The Technology equipped for non-visual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the technology interacts;
- Non-Visual Access Technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
The Technology for non-visual access shall have the capability of providing equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. Compliance with the foregoing non-visual access standards shall not be required if the County determines that (i) the Technology is not available with non-visual access because the essential elements of the Technology are visual and (ii) non-visual equivalence is not available. Installation of hardware, software or peripheral devices used for non-visual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of non-visual access software and peripheral devices. If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration. The herein shall be construed to achieve full compliance with the Information Technology Access Act, §2.2-3500-2.2-3504 of the Code of Virginia.

2.32 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

2.33 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

2.34 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.
An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

2.35 **Survival of Terms**
Upon discharge of this Agreement, Sections (Notice, Indemnification, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

3.0 **COMPENSATION**
See Attachment I – Pricing Page

4.0 **SCHEDULE**
See Attachment II – Project Implementation Schedule

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**COUNTY OF LOUDOUN, VIRGINIA**

Division of Procurement  
1 Harrison Street, S.E.  
Leesburg, Virginia 20175  
Phone: (571) 258-3190  
Fax: (703) 771-5097

By: [Signature]

Name: Diane C. Smith  
Title: Contracting Officer  
Date: 10/14/2014

---

**KJAS, INC. dba ETHICAL ADVOCATE, INC.**

1818 MLK Jr. Boulevard  
Suite 258  
Chapel Hill, North Carolina 27514  
Phone: (919) 942-2469  
Fax: (703) 783-8742

By: [Signature]

Name: Janet Hankins  
Title: President  
Date: 10/09/14

---

**APPROVED AS TO FORM**

By: [Signature]  
Tamara F. Dunlap  
Assistant County Attorney

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Attachment I
8.3 Compliance with Terms and Conditions

KIAS, Inc. dba Ethical Advocate shall meet the specified terms and conditions listed in Section 6.0 with the following exceptions:

Section 6.5 Ethical Advocate will neither be located nor operate in Loudoun County and is not planning to complete a business license in the county.

Section 6.20 Ordering, Invoicing, and Payment, the quote is for an annual fee to be paid at the beginning of each subscription year, net 30 days.

8.4 Cost of Services

The following quote is valid for 90 days from the RFP Opening Date:

Total annual cost for the Ethics Hotline Monitoring Service

<table>
<thead>
<tr>
<th>Year</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1 (August 15, 2014 – August 14, 2015)</td>
<td>$6,500</td>
</tr>
<tr>
<td>Year 2 (August 15, 2015 – August 14, 2016)</td>
<td>$6,700</td>
</tr>
<tr>
<td>Year 3 (August 15, 2016 – August 14, 2017)</td>
<td>$6,900</td>
</tr>
</tbody>
</table>

Two additional one year options to be priced at no more than 5% annual increase above the Year 3 price.

Ethical Advocate standard pricing is on an annual subscription basis, paid at the beginning of each subscription year with invoicing completed at the beginning of implementation, net 30 days. Because the Ethical Advocate expenses, support and services extend beyond calls and the costs per call, we do not have a cost per call quote.

All implementation, including training administrators: $500

Marketing Materials Cost:

Double sided wallet cards: 6,000 for $750
Single sided wallet cards: 6,000 for $500
Large poster (11x17): up to 75 for $350
Small poster (8.5x11): up to 75 for $250

RFP RIDER CLAUSE

Use of Contract by Members of the Northern Virginia Cooperative Purchasing Council and the Metropolitan Washington Council of Governments

Ethical Advocate would be pleased to offer the goods and services of the proposal to other member jurisdictions as identified in the RFP. As with Loudoun County, each member's price would be determined by the number of people to whom the member is making the service available along with other conditions the member may require that could potentially affect the cost.

Ethical Advocate Response - Loudoun County Anonymous Reporting Services RFP

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Attachment II
### Sample Project Implementation Schedule

<table>
<thead>
<tr>
<th>Planning</th>
<th>Access</th>
<th>Phase/Stage</th>
<th>Implementation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete Contract</td>
<td>Training</td>
<td>User orientation</td>
<td>User manualcomplete</td>
</tr>
<tr>
<td>Complete Community Adminstration</td>
<td>Training</td>
<td>User orientation</td>
<td>User manualcomplete</td>
</tr>
<tr>
<td>Ensure all Known and Key Features are Addressed</td>
<td>Training</td>
<td>User orientation</td>
<td>User manualcomplete</td>
</tr>
<tr>
<td>Ensure all Known and Key Features are Addressed</td>
<td>Training</td>
<td>User orientation</td>
<td>User manualcomplete</td>
</tr>
<tr>
<td>Identify all Access Points to the Plan</td>
<td>Training</td>
<td>User orientation</td>
<td>User manualcomplete</td>
</tr>
<tr>
<td>Ensure all Access Points to the Plan</td>
<td>Training</td>
<td>User orientation</td>
<td>User manualcomplete</td>
</tr>
<tr>
<td>Ensure all Access Points to the Plan</td>
<td>Training</td>
<td>User orientation</td>
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<td>User manualcomplete</td>
</tr>
<tr>
<td>Ensure all Access Points to the Plan</td>
<td>Training</td>
<td>User orientation</td>
<td>User manualcomplete</td>
</tr>
</tbody>
</table>

### Key Milestones Include:
- Identifying Loudoun's Lead Administrators
- Review and completion of the registration form, which identifies the customizations and key components service, e.g., reporting locations, reporting categories/subcategories, administrators

**Ethical Advocate Response - Loudoun County Anonymous Reporting Services RFP**

Page 13 of 29
**Organization activation in the EA system takes less than a day. But, roll-out and communication of the plan to stakeholders typically takes longer. Steps vary according to organizational needs. Small organizations implement as quickly as within two weeks. Larger organizational implementations typically are longer, such as the following:**

<table>
<thead>
<tr>
<th>Action</th>
<th>Project Phase</th>
<th>Estimated Start</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete Contract/BAC</td>
<td>Planned</td>
<td>Upon executed contract</td>
</tr>
<tr>
<td>Assign Organization Administrator</td>
<td>Planning</td>
<td>After Company Administrator is Appointed</td>
</tr>
<tr>
<td>Actualize all Legal Review and Regulatory issues</td>
<td>Planning</td>
<td>First implementation session</td>
</tr>
<tr>
<td>Determine what documents and locations are needed</td>
<td>Planning</td>
<td>First implementation session</td>
</tr>
<tr>
<td>Identify System Roles (who can submit requests)</td>
<td>Planning</td>
<td>First implementation session</td>
</tr>
<tr>
<td>Identify Incident Reviewers</td>
<td>Planning</td>
<td>First implementation session</td>
</tr>
<tr>
<td>Identify incident review status and methodology</td>
<td>Planning</td>
<td>Three weeks prior to roll-out</td>
</tr>
<tr>
<td>Start draft of Material format</td>
<td>Planning</td>
<td>Three weeks prior to roll-out</td>
</tr>
<tr>
<td>Identify Who Receives Crisis Team Reports</td>
<td>Planning</td>
<td>Three weeks prior to roll-out</td>
</tr>
<tr>
<td>Determine Schedule and Who Will Receive Crisis Team Management Reports</td>
<td>Planning</td>
<td>Three weeks prior to roll-out</td>
</tr>
<tr>
<td>Develop training, test locations, and locations of opt-in communications</td>
<td>Planning</td>
<td>Two weeks prior to roll-out</td>
</tr>
<tr>
<td>Draft areas that support new users of EA system</td>
<td>Planning</td>
<td>Two weeks prior to roll-out</td>
</tr>
<tr>
<td>All Administrators need and sign Ethics/Vault Terms and Conditions (Only if using E/V)</td>
<td>Planning</td>
<td>Two weeks prior to roll-out</td>
</tr>
<tr>
<td>Approve Ethics/Vault security notifications (only if using E/V)</td>
<td>Planning</td>
<td>Two weeks prior to roll-out</td>
</tr>
<tr>
<td>Train all personnel</td>
<td>Training</td>
<td>First implementation session</td>
</tr>
<tr>
<td>Task Organization Administrators</td>
<td>Training</td>
<td>First implementation session</td>
</tr>
<tr>
<td>Task Incident Reviewers</td>
<td>Training</td>
<td>First implementation session</td>
</tr>
<tr>
<td>Notify and educate Crisis Team Participants</td>
<td>Training</td>
<td>First implementation session</td>
</tr>
<tr>
<td>Train users (e.g., information tasks, such as the President and Administrator tasks)</td>
<td>Training</td>
<td>First implementation session</td>
</tr>
<tr>
<td>Technical Readiness</td>
<td>Training</td>
<td>First implementation session</td>
</tr>
<tr>
<td>Transfer contact information with existing provider</td>
<td>Transitioning</td>
<td>First implementation session</td>
</tr>
<tr>
<td>Create training plan and schedule with existing provider</td>
<td>Transitioning</td>
<td>First implementation session</td>
</tr>
<tr>
<td>Transition call center incident calls</td>
<td>Transitioning</td>
<td>First implementation session</td>
</tr>
<tr>
<td>Identify (time number)</td>
<td>Transitioning</td>
<td>Three weeks prior to roll-out</td>
</tr>
<tr>
<td>Create contact information with existing provider</td>
<td>Transitioning</td>
<td>Three weeks prior to roll-out</td>
</tr>
<tr>
<td>Create information to test EA system (EA templates)</td>
<td>Transitioning</td>
<td>Three weeks prior to roll-out</td>
</tr>
<tr>
<td>Notify stakeholders, logs, that run, users, locations, and categories</td>
<td>Transitioning</td>
<td>Three weeks prior to roll-out</td>
</tr>
<tr>
<td>Review printed materials for distribution process</td>
<td>Transitioning</td>
<td>Two weeks prior to roll-out</td>
</tr>
<tr>
<td>Send letter to all organization head (CEO, President, etc.) to all users</td>
<td>Transitioning</td>
<td>One week prior to roll-out</td>
</tr>
<tr>
<td>Send letter from company administrator to users, marketing plan sales</td>
<td>Transitioning</td>
<td>Two weeks prior to roll-out</td>
</tr>
<tr>
<td>Fax to all stakeholders</td>
<td>Transitioning</td>
<td>Two weeks prior to roll-out</td>
</tr>
<tr>
<td>Conduct small scan filter and receive back</td>
<td>Testing</td>
<td>Two weeks prior to roll-out</td>
</tr>
<tr>
<td>Generate test issues to ensure administrators receive notification and send a test to those who did</td>
<td>Testing</td>
<td>One to Two weeks prior to implementation</td>
</tr>
<tr>
<td>ROLE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Distribute printed materials</td>
<td>Roll-out</td>
<td>One week prior to roll-out</td>
</tr>
<tr>
<td>Activate internet website locations to users and send a report</td>
<td>Roll-out</td>
<td>One week prior to roll-out</td>
</tr>
<tr>
<td>Provide web-based access to RMA (registration and send out)</td>
<td>Roll-out</td>
<td>Just before &quot;Go Live&quot;</td>
</tr>
<tr>
<td>GO LIVE</td>
<td></td>
<td>Post implementation + 1 week</td>
</tr>
<tr>
<td>Conduct review to identify whether any outstanding issues remain</td>
<td>Go Live</td>
<td>Post implementation + 1 month</td>
</tr>
<tr>
<td>Conduct random personal survey to determine how many know of the plan</td>
<td>Go Live</td>
<td>Post implementation + 1 month</td>
</tr>
<tr>
<td>Add additional online surveys or paper-based surveys (as needed)</td>
<td>Go Live</td>
<td>Post implementation + 1 month</td>
</tr>
<tr>
<td>Conduct systems audit to ensure issues</td>
<td>Go Live</td>
<td>Post implementation + online</td>
</tr>
</tbody>
</table>