NOTICE OF AWARD OF CONTRACT

TO:
SARAH ASIMAKOPOULOS
720 25th STREET SOUTH
ARLINGTON, VA 22202

DATE ISSUED: JUNE 6, 2013
CURRENT CONTRACT NO: 746-13

EARLY INTERVENTION SERVICES

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.

The contract term covered by this Notice of Award is effective JULY 1, 2013 and expires on OCTOBER 31, 2014.

The contract documents consist of the terms and conditions of the standard form agreement including any exhibits, attached or amendments thereto.

CONTRACT PRICING:
1) REFER TO PARAGRAPH 5 (ATTACHED)
2) PART C RATES

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

VENDOR CONTACT: SARAH ASIMAKOPOULOS
VENDOR PAYMENT TERMS: NET 30 DAYS
COUNTY CONTACT: MARGARET JONES
EMAIL: MJONES1@ARLINGTONVA.US

TELEPHONE NO.: 703-228-1640

CONTRACT AUTHORIZATION

Delphine Lambert
Buyer

DATE: 06/06/13

DISTRIBUTION
VENDOR: 1
BID FOLDER: 2
ARLINGTON COUNTY, VIRGINIA

STANDARD FORM AGREEMENT

THIS AGREEMENT ("Agreement") is made on the date of execution by the County between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County") and:

NAME/ADDRESS: Sarah Asimakopoulos, 720 25th Street South, Arlington, VA 22202 ("Contractor") (collectively the "Parties").

1. The Contractor agrees to provide the following goods or services:

The Contracting Agency will refer Part C eligible children to the Contractor for the provision of early intervention services according to Part C regulations and as specified in the Individualized Family Service Plan (IFSP) and/or on a PIE Vendor Referral Form (VRF). All services provided shall follow the policies and procedures outlined in the Infant and Toddler Connection of Virginia Practice Manual. All personnel providing services shall be certified by the State Part C Office.

The Contractor shall provide home-based early intervention and assessment for service planning on frequency and intensity specified in the IFSP or as requested on the Vendor Referral Form. Therapy time for services includes parent/caregiver training and instructions on therapy activities including having the parent/caregiver carry out the activities with coaching from the therapist and written home activities/progress note.

The Contractor shall complete and submit progress notes to the PIE program for each appointment. Progress notes will describe the services provided during the appointment and follow all requirements for contact notes as specified in the Part C Practice Manual Contact Note Checklist. A progress note shall also be submitted for all cancelled and missed appointments. If a copy of progress notes or other format for notes for parents is not left with the parent, a copy of the progress notes shall be mailed to the parent within two (2) days of the session or a notebook shall be left with the parent with home activities. When appropriate, the Contractor will also provide a discharge summary report when discharging a client from service. As appropriate to the service being provided, progress notes shall reflect functional activities related to the outcomes in the IFSP as well parent training and involvement in the service activities. Progress notes and discharge summaries shall be completed in a mutually agreed format. A progress note format for cancelled appointments is available from the PIE program. Progress notes will be submitted weekly or with the invoice for services.

For clients with private third party insurance, the Contractor shall bill insurance for services delivered to County approved clients according to the Contractor's contracts with individual insurance companies. The Contractor shall also bill the client according to the sliding fee scale established by the County and according to
information provided by the County concerning each client’s financial liability. The Contractor may bill the County the difference between the insurance payment plus the amount recovered from the family up to the early intervention rate established by the State Part C Office in accordance with the State Part C rate and billing structure. The County will provide the Contractor with detailed information concerning each client’s insurance policy and status, and the maximum monthly amount (Family Monthly Cap) that can be billed to the family. The Contractor is responsible for ensuring that all necessary pre-authorizations, re-authorizations for services and physician certifications are obtained.

For clients with no insurance, the Contractor shall bill the family for services, up to the family monthly cap and bill the County for the balance. The County agrees that payments will be made within thirty (30) days after receipt and approval of a correct invoice from the Contractor.

The Contractor shall comply with the following statutes, regulations, standards, policies and procedures in the operation of the program which is the subject of this Agreement.

- All applicable Part C Federal and State laws and regulations, including provision of family-centered services and services in natural environments in accordance with the State Part C Guidelines outlined in the Virginia Practice Manual and is available on the State Part C website: infantva.org

- All applicable Federal and State laws and regulations for the assurance of the individual rights of clients served by the program including the applicable parts of the Procedural Safeguards. Specifically, the requirement that; 1) no changes are made in services without prior notice to the family (which shall be completed by the PIE service coordinator), and 2) maintenance of client confidentiality including ensuring that all therapists providing services under this contract have a signed client confidentiality statement in their personnel file. Procedural safeguards are available on the State Part C website: infantva.org.

- Title VII of the Civil Rights Act of 1964, Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Federal Executive Orders 11246 and 11375. Uniform Guidelines on Employee Selection and other Federal and State mandates, subsequent amendments and regulations developed pursuant thereto, to the effect that no person shall, on the grounds of race, color, religion, national origin, political affiliation, handicap, sex or age, be subjected to discrimination in the provision of any services.

- The Notice of Infant/Toddler and Family Rights under the Part C Program for Early Intervention Services (May 1996) which describes children’s and families’ rights as defined by Part C of the Individuals with Disabilities Education Act (IDEA). Notice is
The Contractor shall provide accurate data on revenue collected and expenditures directly to the county on formats provided by the State. The Contractors also shall provide any other data on services, expenditures, and revenues or other data related to the Part C services and funds as may be required by the PIE program to report to the State Part C Office.

All client specific clinical records pertaining to services provided to current or former clients as a result of this Agreement, upon termination by either party, shall be made available to any successor service provider upon written request by the County and written authorization of the client. Further, to protect the interest of clients in this matter, the County shall serve as custodian of the records in the event of any interim interruption of service.

Personnel providing service under this contract shall meet all Part C Personnel Standards and be Virginia Part C Certified. Personnel Standards are available on the State Part C Website: infantva.org.

2. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no goods or services are required.

3. The Contractor's provision of these goods or services shall be subject to review and approval by the County's Project Officer ("Project Officer") assigned by the Director of the County's Human Services Department.

4. The Contractor shall provide the goods or service designated in Paragraph 1 and any attachments beginning on July 1, 2013, and, unless terminated as provided below, shall continue until June 30, 2014.

5. For services rendered or goods provided by the Contractor and accepted by the Project Officer, the County shall pay the Contractor the County shall pay the Contractor State Part C Rate for services of $150.00 per 60 minute session for therapy services and $110.00 per 60 minute session for developmental services, up to a maximum amount of $60,000. On October 1, 2009, the State Part C Office implemented the requirement that all local Part C programs pay a uniform and consistent rate for Part C services. The rate includes billing, supervision, training, services in the natural environment and all other costs associated with delivery of Part C early intervention services. The rates for Part C services will change only on the authority of the State Part C Office. Contractors shall accept the Part C rate structure. The County shall not pay the Contractor any other sum under this Agreement. Payment to the Contractor shall be net thirty (30) days from receipt by the County of a correct invoice from the Contractor. An invoice's correctness will be determined by the Project Officer.
6. It is understood and agreed by the parties that the Contractor is an independent contractor separate from the County, and the County will not withhold from the compensation paid to the Contractor any federal or Virginia unemployment taxes, federal or Virginia income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its agents or employees; further, the County will not provide any insurance coverage or other benefits normally provided by the County for its general employees to the Contractor.

7. 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 Agreement:
   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 Agreement; 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 any 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 Agreement, except for amounts withheld as allowed in section b., above. Unless otherwise provided under the terms of this Agreement, 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 those contained in this Agreement with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions 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.

8. This Agreement may be terminated upon written notice to the Contractor fifteen (15) days before the date of termination by the Arlington County Purchasing Agent whenever the Purchasing Agent shall determine that such termination is in the County's best interest. The Contractor will be entitled to receive compensation for all Contract goods or services satisfactorily performed by the Contractor and accepted by the County prior to such termination notice.

9. The County shall have the right to terminate this Agreement if the Contractor fails to provide satisfactory goods or services, in the sole
determination of the Project Officer. In the event of such
termination, the County will give the Contractor written notice forty-
eight (48) hours before the effective date and time of termination.
Such notice shall be effective upon being mailed by the County to the
Contractor. In the event this Agreement is terminated by the County
due to the Contractor's failure to provide satisfactory goods or
services, the Contractor shall be entitled to receive compensation only
for goods or services satisfactorily performed and accepted by the
Project Officer prior to the mailing by the County of such termination
notice. 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 Project or the cost of
repairing or correcting any unsatisfactory or non-compliant work. 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.

10. It is mutually understood and agreed that time is of the essence
and the Contractor agrees that failure to provide timely service under
this Agreement shall render this Agreement null and void, and the
County will be relieved of all obligations hereunder.

11. The Contractor shall provide the insurance coverages marked with an
"X" below before the start of work and shall provide a certificate of
insurance evidencing such coverages.

   • Workers Compensation-Standard Virginia Workers Compensation
     Policy.

   • Commercial General Liability (CGL) - $500,000 combined single
     limit with $1,000,000 aggregate coverage to include Personal
     Injury, Completed Operations, Contractual Liability and, where
     applicable to the services, Products and Independent
     Contractors. "The County Board of Arlington County, Virginia,
     and its officers, employees and agents" must be additional
     named insureds on the CGL policy.

   • X Automobile Bodily Injury and Property Damage Liability -
     $500,000 Combined Single Limit (Owned, non-owned, or hired, as
     applicable)

   • X Professional Liability of $1,000,000 per occurrence/claim

12. The Contractor agrees as follows:

   a) The Contractor will not discriminate against any employee or
      applicant for employment because of race, religion, color, sex,
      sexual orientation, national origin, age, disability or any
      other basis prohibited by Virginia or federal 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 this nondiscrimination clause.

b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that it 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 shall include the provisions of the foregoing paragraphs a), b), and c) in every subcontract or Purchase Order in excess of $10,000.00, so that the provisions will be binding upon each subcontractor and/or supplier.

13. 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 publicly- and privately-provided services and activities.

14. During the performance of this Agreement, 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 marijuana or any other controlled substance 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 in excess of $10,000.00, so that the provisions will be binding upon each subcontractor or supplier. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement.

15. In accordance with § 2.2-4311.1 of the Code of Virginia, the Contractor acknowledges that it does not, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

16. This Agreement is governed, in part, by all applicable provisions of the Arlington County Purchasing Resolution, which is hereby incorporated by reference into this Agreement. The time limit for decision by the County Manager in Contractual Disputes, as that term is used in the Purchasing Resolution, is fifteen (15) days.

17. This Agreement shall not be effective until a valid County Purchase Order is issued to the Contractor covering the amount of the Agreement.
18. All funds for payments by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board for Arlington County for the goods and/or services provided under this Agreement or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Agreement, 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 Agreement is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Agreement, 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 Agreement beyond the date of termination specified in the County’s written notice.

19. This Agreement incorporates by reference Article 9 of the Arlington County, Virginia, Purchasing Resolution, as well as any Virginia 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 (§ 18.2-438 et seq.), as amended.

20. No employee of the County shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.

21. The County does not discriminate against faith-based organizations.

22. The Contractor agrees that it shall hold all County information and data obtained as a result of its work under this Contract confidential in accordance with the Nondisclosure and Data Security Agreement attached hereto as Exhibit A. If individual employees or subcontractors of the Contractor are performing work under this Contract on County-owned property, then such individual employees or subcontractors shall be required to sign a separate Nondisclosure and Data Security Agreement, which shall be incorporated by reference into this Contract, prior to performing any work or being allowed access to County data.

23. The Contractor agrees to comply with the provisions of Chapter 11 of the Arlington County Code covering business licenses insofar as those provisions may apply to this Agreement.

24. The Contractor shall be and remain authorized to transact business in the Commonwealth of Virginia during the term of this Agreement.

25. This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and no other state, and the jurisdiction and venue for any litigation with respect thereto shall be in the Circuit
Court for Arlington County, Virginia, and in no other court or jurisdiction.

26. The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of its work called for by the Contract Documents. 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 paragraph, 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 Agreement.

27. Notwithstanding any other provision of this Agreement, nothing in this Agreement or any action taken by the County pursuant to this Agreement 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.

28. 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, addressed as follows:

TO THE CONTRACTOR:

Sarah Asimakopulos
720 25th Street South
Arlington, VA 22202

TO THE COUNTY:

The County Project Officer

Margaret Jones
Department of Human Services/Public Health Division
2100 Washington Blvd. 2nd Floor
Arlington, VA 22204

AND

Richard D. Warren, Jr., Purchasing Agent

Form Revised 9-10-11
29. The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

30. This Agreement expressly incorporates any and all attachments and/or exhibits referenced hereinafore by reference. Where the terms and provisions of this Agreement vary from the terms and provisions of any attachments or exhibits, the terms and provisions of this Agreement shall take precedence.

31. The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security, and electronic transaction components of the Health Insurance portability and Accountability Act of 1996 ("HIPAA"). If applicable, the Contractor shall be designated a business associate pursuant and will be required to execute an Arlington County Business Associate Agreement pursuant to 45 C.F.R. §164.502(e) and §164.504(e).

32. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of any or all of its right, title or interest therein, without prior written consent of the County.

33. This Agreement shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

34. All remedies available to the County under this Agreement are cumulative and no remedy hereunder shall be exclusive of any other remedy available to the County at law or in equity.

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

36. 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 transfer of possession of the software
package provided pursuant to this Contract, the Contractor hereby
grants to Arlington County a non-exclusive perpetual license to
use the software program(s) (Software) and user manuals,
technical manuals, and other information (Documentation) for the
software package.

B. OWNERSHIP
The Contractor will 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
The County may make copies of the Software and Documentation, as
required for backup or modification purposes in support of its
use of the Software and Documentation, but the County must
include existing copyright notices on any such copies, or
modifications. Such notice(s) may appear in several forms,
including machine-readable form, and the County agrees to
reproduce such notices(s) in each form in which it appears, to
the extent it is physically possible to do so.

D. TERM
The term of this license agreement is for as long as the County
uses the Software for its intended purpose. 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.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES.

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNED: ________________________________  SIGNED: ________________________________

PRINTED NAME: RICHARD D. WARREN, JR. PRINTED NAME: Sarah Asimakopoulos

PRINTED TITLE: PURCHASING AGENT PRINTED TITLE: OT

DATE: 06/05/13 DATE: 5/20/13
AGREEMENT NO. ____
EXHIBIT A

NONDISCLOSURE AND DATA SECURITY AGREEMENT

Sarah Asimakopoulos

I, the undersigned, agree that I will hold County provided information, documents, data, images, records and the like (hereafter "information") confidential and secure and 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 my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. ____ (the "Project" or "County Agreement", as applicable) or which may be accessed through County owned or controlled databases (all of the above collectively referred to herein as "information" or "County information").

I agree that I will maintain the privacy and security of County information and I will not divulge or allow or facilitate access to County information for any purpose or by anyone unless expressly authorized to do so by the County Project Officer. 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, education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth or that otherwise 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 (as also collectively referred to herein as "information" or "County information").

I agree that I 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 authorized and associated with my designated duties on the Project. I understand and agree that any unauthorized use, dissemination or disclosure of information is prohibited and may also constitute a violation of Virginia or federal law(s), subject to civil and/or criminal penalties.

I also agree that I will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person for any purpose of the information obtained directly, or indirectly, as a result of my work on the Project. I agree to view, retrieve or access County information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County’s
and my employer’s access and security policies or protocols.

I agree that I will 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. I will also ensure that any device or media on which information is stored, even temporarily, will have strict security and access control and that I will not remove, facilitate the removal of or cause to be removed any information from my employer’s worksite or the County’s physical facility without written authorization of the County Project Officer. If so authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the information is stored and agree to promptly return such information upon request.

I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices ("Device") during my work on the Project without pre-approval. I will ensure that any Device connected to the County network shall be free of all computer viruses or running the latest version of an industry standard virus protection program. I will also ensure that my password, if any, is robust, protected and not shared. No information may be downloaded except as authorized by the County Project Officer and then only onto a County-approved Device. Downloading onto a personally owned Device is prohibited.

I agree that I will notify the County Project Officer immediately upon discovery, becoming aware of or suspicious of any unauthorized disclosure of information, security breach, hacking or other breach of this Agreement, County policy, my employer’s security system or any other breach of Project protocols, I will fully cooperate with the County to help regain possession of any information and to prevent its further disclosure, use or dissemination.

It is the intent of this NonDisclosure and Data Security Agreement to ensure that the highest level of administrative safeguards 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 requirement. Therefore, to the extent that this NonDisclosure and Data Security Agreement conflicts with the underlying County Agreement or any local, state or federal law, regulation or provision, the more stringent County Contract provision, law, regulation or provision shall control.

Upon completion or termination of my work on the Project, I agree to return all County information to the County Project Officer. I understand that this Agreement remains in full force and effect throughout my work on the Project and shall survive my reassignment from the Project, termination of the above referenced Project or my departure from my current employer.

Signed: __________________________
Printed Name: Sarah Asimakopoulos
Date: 5-20-13

Form Revised 9-10-11 14
Witnessed:

Contractor's Project
Manager: Margaret Jones
Printed Name: Margaret Jones
Date: 5/20/13

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT