NOTICE OF AWARD OF CONTRACT

TO: EB JACOBS LLC
300 SOUTH BURROWES STREET
STATE COLLEGE, PA 16801

DATE ISSUED: AUGUST 27, 2013
CURRENT CONTRACT NO: 794-13

TRANSPORTABILITY
STUDY AND POLICE
ENTRY-LEVEL TESTS

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 IMMEDIATELY and expires on JULY 31, 2018.

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

CONTRACT PRICING:

REFER TO AGREEMENT 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: TRACEY PLETCHER
EMAIL: tracey.letcher@ebjacobs.com

COUNTY CONTACT: KAMRAN APZAL
EMAIL: KAPZAL@ARLINGTONVA.US

TELEPHONE NO.: 703-228-4071

CONTRACT AUTHORIZATION

DELPHINE LAMBERT
BUYER

DATE 08/27/13

DISTRIBUTION

VENDOR: 1
BID FOLDER: 1
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: EB JACOBS L.L.C., 300 South Burrowses Street, State College, PA 16801 ("Contractor") (collectively the "parties").

1. The Contractor agrees to provide the services described in Exhibit A.

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 Chief of the Arlington County's Police Department.

4. The Contractor shall provide the service designated in Paragraph 1 and any attachments beginning upon execution of the agreement by the County, and, unless terminated as provided below, shall continue until July 31, 2018.

5. For services rendered by the Contractor and accepted by the Project Officer, the County shall pay the Contractor fees as set forth in exhibit B. 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

   794-13
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.

- The Contractor shall carry 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.

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 (§ 18.2-439 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 C. 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, 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, 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:

EB Jacobs, L.L.C.
Janet M. Echemendia
300 South Burrowes Street
State College, PA 16801

TO THE COUNTY:

The County Project Officer
Kamran Afzal
1425 N. Courthouse Road
Arlington, VA 22201

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

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 hereinabove 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.

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

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNED: [Signature]

PRINTED NAME: RICHARD D. WARREN, JR.
PRINTED TITLE: PURCHASING AGENT
DATE: 08/27/13

EB JACOBS, L.L.C.

SIGNED: [Signature]

PRINTED NAME: Janet M. Eschenenda
PRINTED TITLE: President
DATE: 8-20-13
EXHIBIT A

SCOPE OF WORK

TRANSPORTABILITY STUDY:
The Contractor shall conduct a transportability study and provide a technical report of the transportability efforts for a cost of $1,500 that complies with the requirements of the Uniform Guidelines on Employee Selection Procedures (Equal Employment Opportunity Commission), Standards for Educational & Psychological Testing (American Psychological Association) and the Principles for the Validation and Use of Personnel Selection Procedures (Society for Industrial and Psychological Procedures). The transportability study will adhere to all aspects of professional standards and allow for validity evidence to be borrowed from the original criterion validation studies conducted by the Contractor and transported and applied to Arlington County. Specifically, the Contractor shall conduct a transportability study that addresses the following concerns:

1. **Criterion related validity study and validity evidence:** using professional standards, the Contractor will provide documentation of the validity of the Law Enforcement Aptitude Battery (LEAB) for selecting entry-level police officers. The transportability data to be collected in Arlington County will be used to establish the similarity of the Arlington County entry-level police officer position relative to the entry-level police officer positions used in the original validation studies. The similarity of the Arlington entry-level police officer position relative to the validation study entry-level police officer positions will form the basis for transporting the validity of the LEAB to Arlington County.

2. **Job similarity and comparability:** the Contractor shall administer a “transportability” job analysis to incumbent officers in Arlington County, conduct an analysis of the responses, and determine the degree of similarity between Arlington County police officers relative to law enforcement officers in the validation sample agencies. Specifically, the Contractor will work toward establishing and documenting evidence that demonstrates that Arlington County incumbents perform substantially the same job duties, and employ similar cognitive abilities and personal characteristics to perform those job duties and to similar degrees, as law enforcement officers in the validation sample agencies.

   a. **Review existing job information (job analysis information from Arlington County) and develop a project plan** in collaboration with Arlington County Police and Human Resources Departments that identifies the basic information required for the transportability study. The Contractor will consider outcomes and develop a plan for collecting target job analysis data in a similar format as the source study. The project plan will result in a transportability report that documents, among other considerations, the
availability of subject matter experts to provide job analysis information, and identifies any barriers encountered while performing the transportability work.

b. **Review source study for criterion validation:** The Contractor will ensure that the original validation studies for criterion validation meet professional standards required to establish criterion-related validation evidence to support its transport to Arlington County. The Contractor will examine: 1) the jobs comprised by the original validation studies to understand the source of validation data; 2) the job analysis approach used in the original validation studies to connect the source and target jobs in Arlington County based on a common format of job analysis data; 3) the effects of the test evaluating subgroup differences in mean scores and pass rates to include considering the appropriateness of recommended cut scores and the likely effect on the applicant pool in Arlington County.

c. **Develop procedures, plan analyses, and gather data to examine job similarity:** The Contractor shall administer a job analysis questionnaire (JAQ) in Arlington County, analyze the data collected, and determine the job similarity between the validation sample agencies and Arlington County. The JAQ will be administered online to collect incumbent and supervisor ratings for the Arlington County entry-level police officer position. The Contractor should be confident that before the data are collected that the obtained data will support the analyses needed to judge an inference of transported validity. Specifically, this step will include the use of an appropriate job analysis tool and the identification of a sample of incumbents and supervisors to provide the job information. JAQ respondents will receive instructions via email and during the JAQ online session for an individual-style job analysis process. If Arlington County opts for a consensus approach using a panel approach, a Contractor session facilitator will provide instructions (via teleconference). SMEs will be given the opportunity to add tasks performed that are not included in the Contractor’s Law Enforcement Officer Job Description. The Contractor will use this information to assist in the determination of job similarity; 2) compile the job analysis results and create a data set for conducting analyses of similarity; and 3) conduct a similarity analysis and decide on a threshold of similarity in conjunction with Arlington County.

d. **Complete analyses of job similarity and document study results:** The Contractor shall complete an analysis of job similarity and provide documentation that summarizes the job similarity results and the validity data that supports
the use of the Law Enforcement Aptitude Battery (LEAB) in Arlington County.

3. **Fairness evidence:** The Contractor will make available the results of test fairness analyses for race/ethnic groups (African American, Hispanic, and White) and gender. This effort requires data from criterion-related validation studies with adequate sample sizes for each of the race and gender subgroups to support the appropriate analyses.

4. **Evidence of validity based on a reasonable standard of informed professional judgment:** The Contractor will document evidence that supports an inference of validity based on a reasonable standard of informed professional judgment for transporting or generalizing validity.

Accordingly, the Contractor will provide the following services and products that are inclusive of the $1,500 cost:

a. Provide a job analysis questionnaire that is hosted online (or provided in Word) to be administered to an appropriate number of incumbents and supervisors.

b. Identify the appropriate number, race, and gender of incumbents and supervisors who should complete the job analysis questionnaire based on demographic information provided by the Arlington County Police Department.

c. Compile and evaluate job analysis questionnaire survey responses provided by Arlington County incumbents and supervisors for similarity comparisons as part of the transportability validation effort.

d. Document transportability validation efforts in a validity transportability report to include all validation study steps and results that comply with legal and professional standards and support the use of the Contractor’s Law Enforcement Aptitude Battery using previously conducted criterion validation studies.

e. Provide documentation required to support the validity evidence and methods used in conducting the transportability study should the LEAB be legally challenged.

f. Provide consultative support to assist Arlington County in responding to inquiries that may arise from candidates (e.g., double-checking candidate scores, explaining low scores to candidates) or Arlington County personnel.

**TIME LINES**
The transportability study described above will be initiated in August 2013 and completed no later than December 31, 2013.

**B. WRITTEN EXAM:**
The Contractor shall provide Arlington County with their Law Enforcement Aptitude Battery (LEAB) examination that has been determined to be important to the effective performance of an entry-level law enforcement officer’s job. The LEAB is a comprehensive entry-level test for law enforcement officers that has been written and
is owned and commercially available from the Contractor. The LEAB was
developed by the Contractor in accordance with the Uniform Guidelines
on Employee Selection Procedures (Equal Employment Opportunity
Commission), Standards for Educational & Psychological Testing
(American Psychological Association) and the Principles for the
Validation and Use of Personnel Selection Procedures (Society for
Industrial and Psychological Procedures). The LEAB consists of:

- A Cognitive Ability Test section designed to test a series of
  abilities determined to be important to the effective performance
  of law enforcement officers.
- A Work Styles Questionnaire designed to assess certain
  motivational, value-related and attitudinal characteristics that
  are of potential relevance to the successful performance of law
  enforcement officers.
- A Life Experience Survey section designed to assess candidates’
  past history and experience of potential relevance to successful
  performance of law enforcement officers.

The $1,250 cost per month allows for the LEAB to be administered to an
average of 60 (sixty) applicants per month. The scan sheets for
candidates tested in a one month period will be submitted together as a
group. If the number of candidates exceeds 600 applicants for the
first year there will not be any additional cost to Arlington County in
the first contract year. The cost for subsequent years will be
adjusted based on the previous year’s volume as set forth in Exhibit B.
Arlington County agrees to utilize the LEAB for a minimum of one year
as long as the test demonstrates that it is job-related and based upon
business necessity and until such time that another exam has been
identified by Arlington County that is determined to be equally valid
and demonstrates less adverse impact on minorities.

The $1,250 monthly cost for the LEAB includes the following services
and products:

- Paper and pencil version of the LEAB to include test questions
  and response options.
  Note: A camera-ready copy of the LEAB will be provided to
  Arlington County. Copies of the LEAB test will be created and
  managed securely by the Arlington County Police Department.
- Test Administrator Manual to include monitor administrative
  instructions.
- Camera-ready and web-based candidate preparation guide for the
  LEAB including a license to use the study guide for the term of
  the contract.

Note: The LEAB will be administered by Arlington County Police
Department staff on at least a monthly basis as needed to respond to
applicant interest using Arlington County facilities. The Arlington
County Police Department staff who are responsible for administering
the test will sign an agreement certifying that they will maintain
test security.

- Parallel versions of the test as required (up to six).
- Sample Oral Administration Test Instructions.
- Scannable answer sheets will be provided by the Contractor at no
  additional cost during the term of the contract.
- Recommendations and advice for setting appropriate cut scores in
  collaboration with the Arlington County Police and Human Resource
Departments based upon professionally accepted methods for setting cut scores.

- Access to Contractor's website to access scores in a PDF or Excel format.
- Access to guidance document on how to interpret scores.
- Computer scoring (to be provided within 48 hours of the original scan sheets being received by the Contractor). Arlington County will retrieve LEAB scores using the secure online LEAB platform.
- Semi-annually, upon request, the Contractor will conduct an analysis of the LEAB data for Arlington County. The analysis will include the distribution of LEAB final scores by race and gender. LEAB test results will also be online and available to download anytime using Excel format.

This contract assumes that the LEAB examination will be demonstrated to be valid for use in Arlington County based upon a transportability study that will be conducted by the Contractor.

All services provided and outputs produced by Contractor (excluding transportability report text) will remain the intellectual property of EB Jacobs. Arlington County will have a reproduction license to cover the contract period and requirements (i.e., number of candidates), but may not make any information available to third parties without written permission from EB Jacobs.

Litigation support activities may require the implementation of a separate agreement designed for such purposes. Should litigation support be needed an amendment to the contract will be required.
<table>
<thead>
<tr>
<th>Year 1 Testing Activities</th>
<th>Year 1 Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Job Analysis Transportability Study</strong></td>
<td>$1,500</td>
</tr>
<tr>
<td>- Assumes EBJ Facilitates Panel Meeting Via Teleconference or Collects Data Online</td>
<td></td>
</tr>
<tr>
<td>- Includes Validity Transportability Report (1 time fee, results are good for 4 to 5 years)</td>
<td></td>
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<tr>
<td><strong>LEAB Candidate Testing</strong></td>
<td>$15,000 for year 1</td>
</tr>
<tr>
<td>- Assumes Average of 50-60 Paper-and-Pencil Candidates per Month</td>
<td></td>
</tr>
<tr>
<td>- Cost Includes Candidate Preparation Guide</td>
<td>(billable at $1,250 per month)</td>
</tr>
<tr>
<td><strong>TOTAL YEAR 1</strong></td>
<td>$16,500</td>
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</tbody>
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For Year 2 and subsequent years, the candidate testing fee will be calculated as follows:

Monthly fee = previous year’s average monthly volume X $25.
AGREEMENT NO. 794-13
EXHIBIT C

NONDISCLOSURE AND DATA SECURITY AGREEMENT (CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of EB JACOBS, L.L.C. (Contractor) hereby agree that the Contractor will hold County 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.794-13 (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 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: Janet M. Edemondia, President  
Date: 8-28-12