

AMENDMENT NO. 2

WHEREAS, Suffolk County Community College ("College") and Workplace Answers, LLC ("Consultant" or "Workplace Answers") entered into an Agreement on March 28, 2016 wherein Workplace Answers agreed to design and provide online comprehensive training, customized for the College's employees and students ("Services"); and

WHEREAS, on or about July 6, 2017, Workplace Answers, a wholly-owned subsidiary of EverFi, Inc., a Delaware corporation with its principal office located at 3299 K Street NW, Washington, D.C. 20007, entered into a Written Consent whereby EverFi acquired all contractual obligations, assets and liabilities of Workplace Answers, and

WHEREAS, the College and EverFi wish to amend the Agreement in order to reflect this acquisition, to extend the term of the Agreement, and to supplement certain terms and conditions thereof.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

- 1) The Agreement shall be extended for one (1) year beginning February 1, 2018 through January 31, 2019.
- 2) The Agreement shall be amended to reflect the name of the Consultant as "EverFi, Inc."
- 3) The certificate of liability insurance to be provided to the College, as required by paragraph 4 of the Agreement, shall make reference to the above-indicated Contract No. and Project Name.
- 4) **College's Non-Discrimination Notice**

Suffolk County Community College does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, equal pay compensation-sex, national origin, military or veteran status, domestic violence victim status, criminal conviction or disability in its admissions, programs and activities, or employment. This applies to all employees, students, applicants or other members of the College community (including, but not limited to, vendors and visitors). Grievance procedures are available to interested persons by contacting either of the Civil Rights Compliance Officers/Coordinators listed below and are located at www.sunysuffolk.edu/nondiscrimination. Retaliation against a person who files a complaint, serves as a witness, or assists or participates in the investigation of a complaint in any manner is strictly prohibited.

The following persons have been designated to handle inquiries regarding the College's non-discrimination policies:

Civil Rights Compliance Officers

Christina Vargas
Chief Diversity Officer/Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
vargasc@sunysuffolk.edu
(631) 451-4950

or

Dionne Walker-Belgrave
Affirmative Action Officer/Deputy Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
walkerd@sunysuffolk.edu
(631) 451-4051

- 5) All other terms and conditions of the original Agreement, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the latest date written below.

EverFi, Inc.
Fed. Id. No.: 26-1818856

By: 

Preston Clark, JD
President

Date: 2/13/18

Approved as to Legality:
Suffolk County Community College

By: 

Louis J. Petrizzo
College General Counsel/Executive V.P.

Date: 02/20/18

Suffolk County Community College

By: 

Dr. Shaun L. McKay
President

Date: 2/20/18

Approved:
Suffolk County Community College

By: 

Gail Vizzini
Vice President for Business and
Financial Affairs

Date: 2/20/18

AMENDMENT NO. 1

WHEREAS, Suffolk County Community College ("College") and Workplace Answers, LLC ("Consultant") entered into an Agreement on March 28, 2016 wherein Consultant agreed to design and provide online comprehensive training, customized for the College's employees and students ("Services"); and

WHEREAS, the College desires to extend the Agreement for an additional one (1) year upon the same terms, conditions and cost as the original Agreement.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

- 1) The Agreement shall be extended for one (1) year beginning **February 1, 2017 through January 31, 2018**;
- 2) All other terms and conditions of the original Agreement not inconsistent herewith shall remain in full force and effect.



IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date written below.

Workplace Answers, LLC
Fed. Id. No. 22-3561341

By: 
Russell Miller
Vice President of Finance & Operations

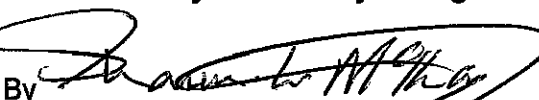
Date: _____

Approved as to Legality:
Suffolk County Community College

By: 
 Louis J. Petruzzello
College General Counsel

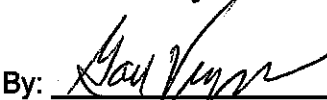
Date: 1/30/17

Suffolk County Community College

By: 
Dr. Shaun L. McKay
President

Date: 2/2/17

Approved:
Suffolk County Community College

By: 
Gail Vizzini
Vice President for Business and
Financial Affairs

Date: JAN 30 2017

Agreement

This Agreement ("Agreement") is between **Suffolk County Community College ("College")**, having its principal office at 533 College Road, Selden, New York 11784-2899, a chartered community college (pursuant to New York State Education Law) under the sponsorship of the **County of Suffolk ("County")**, a municipal corporation of the State of New York, and

Workplace Answers, LLC. ("Consultant") a New Jersey limited liability company, located at 3701 Executive Center Drive, Suite 201, Austin, TX 78731.

The College desires for Consultant to design and provide online comprehensive training, customized for the College's employees and students ("**Services**").

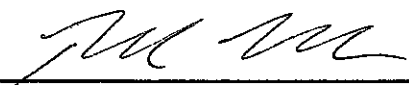
Term of Agreement: February 1, 2016 through January 31, 2017, with four (4) additional one-year options to renew at the sole and absolute discretion of the College

Terms and Conditions: As set forth in Exhibits A through E, attached hereto and made a part of this Agreement.

Total Cost of Agreement: \$24,095 per year, as set forth in Exhibit E, attached hereto and made a part of this Agreement.


In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

Workplace Answers, LLC
Fed. Id. No. 22-3561341

By: 
Russell Miller
Vice President of Finance & Operations

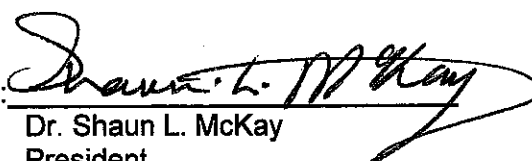
Date: 3/21/2016

Approved as to Legality:
Suffolk County Community College

By: 
Louis J. Petrizzo
College General Counsel

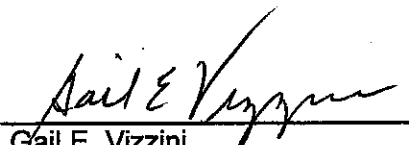
Date: 03/24/16

Suffolk County Community College

By: 
Dr. Shaun L. McKay
President

Date: 3/28/16

Approved:
Suffolk County Community College

By: 
Gail E. Vizzini
Vice President, Business and
Financial Affairs

Date: 3-23-16

List of Exhibits

Exhibit A

General Terms and Conditions

1. Consultant Responsibilities
2. Term and Termination
3. Indemnification
4. Insurance
5. Independent Consultant
6. Severability
7. Merger; No Oral Changes
8. Set-Off Rights
9. Non-discrimination in Services
10. Nonsectarian Declaration
11. Governing Law
12. No Implied Waiver
13. Conflicts of Interest
14. Cooperation on Claims
15. Confidentiality
16. Assignment and Subcontracting
17. No Intended Third Party Beneficiaries
18. Certification as to Relationships
19. Publications and Publicity
20. Copyrights and Patents

Exhibit B

Suffolk County Legislative Requirements

1. Consultant's/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Suffolk County Local Laws Website Address

Exhibit C
Notices and Contact Persons

1. Notices Relating to Payments, Reports, or Other Submissions
2. Notices Relating to Insurance
2. Notices Relating to Termination and/or Litigation

Exhibit D
Description of Services

Exhibit E
Payment Terms and Conditions

1. General Payment Terms
2. Agreement Subject to Appropriation of Funds
3. Limit of College's Obligations
4. Specific Payment Terms and Conditions

Exhibit A
General Terms and Conditions

Whereas, the College issued a Request for Proposal ("RFP") No. R1600002 (incorporated herein by reference), which was advertised on October 15, 2015; and

Whereas, Consultant submitted a proposal in response to such RFP on November 5, 2015; and

Whereas, the College has selected Consultant to provide the services as set forth herein; and

Now therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

1. Consultant Responsibilities

a. Services

Consultant shall provide the Services described in Exhibit D, entitled "Description of Services."

b. Qualifications and Licenses

To the extent applicable, Consultant specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subconsultants have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that Consultant has and shall have, and, to the extent applicable, its employees, agents and subconsultants have and shall have, all required authorizations, certificates, certifications, registrations, licenses, permits or other approvals required by the State, County or other authorities for the Services provided.

2. Term and Termination

a. Term

This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, Consultant shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

b. Termination for Cause

- i.** A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the College.
- ii.** Failure to comply with federal, state or local laws, rules, regulations, including the Family Educational Rights and Privacy Act (FERPA), or College or County policies or directives may result in immediate termination of this Agreement, in the sole discretion of the College.
- iii.** If Consultant becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the College may terminate this Agreement in whole or in

part, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to Consultant.

- iv. In the event of a failure on the part of Consultant to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the College provided that no such termination shall be effective unless Consultant is given five (5) calendar days' (or longer, at the College's option) written notice of intent to terminate (Notice of Intent to Terminate), delivered in accordance with the Exhibit entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the College's option) Consultant will be given an opportunity for consultation with the College and an opportunity to cure all failures of its obligations prior to termination by the College. In the event that Consultant has not cured all its failures to fulfill its obligations to the satisfaction of the College by the end of the (5) day period (or longer, at the College's option), the College may issue a written termination notice (Termination Notice), effective immediately. Upon receipt of a Termination Notice, Consultant shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

c. Termination for Emergencies

An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the College, may result in immediate termination of this Agreement, in whole or in part.

d. Termination for Convenience

The College shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless Consultant is given thirty (30) calendar days' prior written notice (Termination Notice). In such event of termination, the College shall pay Consultant for the services rendered through the date of termination.

e. Payments upon Termination

- i. Upon receiving a Termination Notice, Consultant shall promptly discontinue all services affected unless otherwise directed by the Termination Notice.
- ii. The College shall be released from any and all responsibilities and obligations arising from the services provided in accordance with this Agreement, effective as of the date of termination, but the College shall be responsible for payment of all claims for services provided and costs incurred by Consultant prior to termination of this Agreement, that are pursuant to, and after Consultant's compliance with, the terms and conditions of this Agreement.
- iii. Upon termination, Consultant agrees to promptly reimburse to the College the balance of any funds advanced to Consultant by the College. Upon termination, any funds paid to Consultant by the College which were used by Consultant in a manner that failed to comply with the terms and conditions of this Agreement must be promptly reimbursed. If there is no response or if satisfactory repayments are not made, the College may recoup such payments from any amounts due or becoming due to Consultant from the College.

under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

3. Indemnification

a. General

Consultant agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees and, agents from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of Consultant in connection with the services described or referred to in this Agreement. Consultant shall defend the College and /or County and their officers, officials, employees, Consultants, agents and other persons in any suit, including appeals, or at the College and /or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of Consultant, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

b. Federal Copyright Act

Consultant hereby represents and warrants that it will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, Consultant agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, agents from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of Consultant in connection with the services described or referred to in this Agreement. Consultant shall defend the College and/or County and their officers, officials, employees, and agents in any suit, including appeals, or, at the College and/or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of its officers, officials, employees, subconsultants, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

4. Insurance

- a.** Consultant agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the College and as may be mandated and increased from time to time. Consultant agrees to require that all of its subconsultants, in connection with work performed for Consultant related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the College for Consultant. Unless otherwise specified by the College and agreed to by Consultant, in writing, such insurance shall be as follows:
- i. Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
 - ii. Automobile Liability** insurance (if any vehicles are used by Consultant in the performance of this Agreement) in an amount not less than Five Hundred Thousand

Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.

iii. **Worker's Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Consultant shall furnish to the College, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless Consultant shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
- c. Consultant shall furnish a certificate of insurance showing such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. **In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as additional insureds** and Consultant shall furnish a certificate of insurance evidencing the College and the County's status as additional insureds on the policy.
- d. Any such Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance supplied to the College shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such Declaration Page, certificate of insurance, policy, endorsement page, other evidence of insurance and any notice of nonrenewal or material change shall be mailed to the College and the County at the addresses set forth in this Agreement in the exhibit entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given Consultant notice in writing.

5. Independent Consultant

It is expressly agreed that Consultant's status hereunder is that of an independent Consultant. Neither Consultant, nor any person hired by Consultant shall be considered employees of the College and/or the County for any purpose.

6. Severability

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

7. Merger; No Oral Changes

It is expressly agreed that this Agreement represents the entire agreement of the parties and that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

8. Set-Off Rights

The College shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the College's option to withhold, for the purposes of set-off, any moneys due to Consultant under this contract up to any amounts due and owing to the College with regard to this contract and/or any other contract with the College, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the College for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The College shall exercise its set-off rights in accordance with normal College practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the College, its representatives, and only after legal consultation with the College General Counsel.

9. Non-discrimination in Services

During the performance of this Agreement:

- a. Consultant shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:
 - i. deny any individual any services or other benefits provided pursuant to this Agreement; or
 - ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
 - iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
 - iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
 - v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.
- b. Consultant shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:
 - i. the types of service(s) or other benefits to be provided, or
 - ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
 - iii. the class of individuals to be afforded an opportunity to receive services.

10. Nonsectarian Declaration

Consultant agrees that all services performed under this Agreement are secular in nature, that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, and that no services performed under this program will discriminate on the basis of religious belief.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York to the extent permitted by law and without Consultant waiving its sovereign immunity.

12. No Implied Waiver

No waiver shall be inferred from any failure or forbearance of the College to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

13. Conflicts of Interest

- a. Consultant agrees that it will not during the term of this Agreement engage in any activity that conflicts with its responsibilities and duties of good faith and fair dealing under this contract.
- b. Consultant is charged with the duty to disclose to the College and/or the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as Consultant is retained on behalf of the College. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the College General Counsel and the County Attorney after full disclosure is obtained.

14. Cooperation on Claims

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement.

15. Confidentiality

Any records, reports or other documents of the College and/or the County used by Consultant pursuant to this Agreement or any documents created as a part of this Agreement shall remain the property of the College and/or the County and shall be kept confidential in accordance with applicable laws, rules and regulations. Consultant is subject to the public records law of the State of Texas.

16. Assignment and Subcontracting

- a. Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the College, and any attempt to do any of the foregoing without such consent shall be of no effect.

- b. Consultant shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the College. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the College may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the College of any subcontract shall provide for the incurrence of any obligation by the College in addition to the total agreed upon price. Consultant shall be responsible for the performance of any subconsultant for the delivery of service.

17. No Intended Third Party Beneficiaries

This Agreement is entered into solely for the benefit of College, County and Consultant. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

18. Certification as to Relationships

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the College and/or the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

19. Publications and Publicity

- a. Consultant shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the College. Any such printed matter or other publication shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by Suffolk County Community College and the County of Suffolk."

- b. The College shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

20. Copyrights and Patents

a. Copyrights

If the work of Consultant under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, Consultant may secure copyright protection. However, the College reserves, and Consultant hereby gives to the College, and to any other municipality or government agency or body designated by the College, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

b. Patents

If Consultant under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, Consultant may apply for and secure for itself patent protection. However, the College reserves, and Consultant hereby gives to the College, and to any other municipality or government agency or body designated by the College, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

End of Text for Exhibit A

Exhibit B
Suffolk County Legislative Requirements

1. Consultant's/Vendor's Public Disclosure Statement

Consultant represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of this Agreement's duration. Consultant acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the College shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

Required Form: Suffolk County Form SCEX 22; entitled "Consultant's/Vendor's Public Disclosure Statement"

2. Living Wage Law

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Consultant represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

Required Forms: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003

Consultant represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities." County Consultants (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

- a. Consultant shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse Consultant for any costs incurred to assist, promote, or deter union organizing.
- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.
- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Consultant services are performed on County property, Consultant must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Consultant services are for the provision of human services and such services are not to be performed on County property, Consultant must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Required Form: Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All Consultants and subconsultants (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit

to the covered employer a completed sworn affidavit (under penalty of perjury), certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the Consultant, subconsultant, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, and subconsultant no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new Consultant or subconsultant is hired under the terms of the contract.

Consultant acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit collectively referred to as the "Suffolk County Legislative Requirements." In accordance with this law, Consultant or employer, as the case may be, and any subconsultant or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on site at all times. Consultant or employer, as the case may be, and any subconsultant or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the site during such working hours.

Consultant represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

Required Forms: Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor –"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. Gratuities

Consultant represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

Consultant represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

Consultant agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

Consultant represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement, Consultant certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section §590-3, Consultant represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

10. Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at <http://suffolkcountyny.gov/>.

End of Text for Exhibit B

Exhibit C
Notices and Contact Persons

1. Notices Relating to Payments, Reports, or Other Submissions

Any communication, notice, claim for payment, report, insurance, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Consultant or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College

Gail E. Vizzini
Vice President for Business and Financial Affairs
Suffolk County Community College
533 College Road, NFL 232
Selden, NY 11784-2899

For Consultant

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

2. Notices Relating to Insurance

Any notice relating to insurance necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Consultant or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College

Louis J. Petrizzo
College General Counsel
Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL230
Selden, NY 11784-2899

For Consultant

At the Address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

3. Notices Relating to Termination and/or Litigation

In the event Consultant receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, Consultant shall immediately deliver to the College General Counsel and the County Attorney, at the addresses set forth below, copies of all papers filed by or against Consultant.

Any communication or notice regarding termination shall be in writing and shall be given to the College or Consultant or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

For the College and the County:

Louis J. Petrizzo
College General Counsel
Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL 230
Selden, NY 11784-2899

and

Suffolk County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788

For Consultant:

At the address set forth on page one of this Agreement, attention to the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices for all parties (except those related to termination or litigation) should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by courier service, or by fax or by email.

Notices related to termination or litigation should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by nationally recognized courier service or personally and by first class mail.

Notices shall be deemed to have been duly delivered: (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

End of Text for Exhibit C

Section III: Scope of Work – Technical Proposal Requirements

Just exactly how Campus Answers plans on completing the Scope of Work laid out in this Request for Proposal has been covered in great detail in Section 2 of this proposal, Technical Approach. We believe the requirements of this RFP align perfectly with Campus Answers' areas of knowledge and expertise in working with colleges and universities. We have extensive experience in precisely what SCCC seeks – efficient and successful creation, facilitation and deployment of the following interactive courses. Please see several Course Samples below that cover all requested topics in the RFP.

EEO Laws & Discrimination Prevention

Course Benefits

- May contribute to a strong affirmative defense in the event of a discrimination claim.
- Educates faculty, staff and student employees about how to recognize and report discrimination.
- Teaches employees their role in preventing discrimination.
- Details the investigation process and protection from retaliation.

Key Course Concepts

- Details major equal employment laws.
- Explains interaction between EEO laws and protected categories
- Applies EEO laws to engaging storylines.
- Defines important terms relating to protected categories and EEO laws.

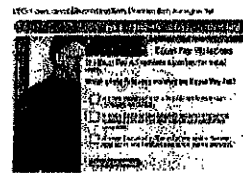
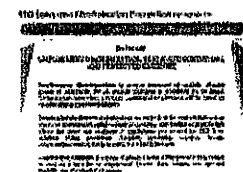
Legal Coverage

- Covers EEO theories and policies, such as affirmative action plans.
- Explains how state and federal laws interact.
- Includes examples of real-life EEO cases.
- Teaches prohibited employment practices, including unlawful harassment and discrimination.

**Faculty/Staff/Student
Employees**

Supervisor Supplement

**Course Length: 45 minutes;
Supervisor Supplement 25
minutes.**



CAMPUS ANSWERS

BY WORKPLACE ANSWERS

Preventing Discrimination & Sexual Violence: Title IX, VAWA and Clery Act for Faculty and Staff

Course Benefits

- Educates employees on Title IX and how to recognize sex discrimination.
- Explains what the Clery Act requires of faculty and staff.
- Sends a strong message that sex discrimination and violence are prohibited by the school.
- Details how the Clery Act applies to schools, universities and programs.

Key Course Concepts

- Explains who the Clery Act protects, and where it applies.
- Covers prohibited offenses, including sexual assault, stalking, and dating and domestic violence.
- Clarifies grievance procedures and employee responsibilities.
- Details recipients' rights, and investigation and discipline procedures.

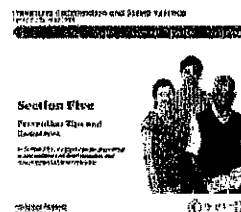
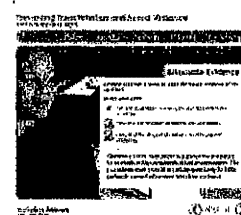
Legal Coverage

- Detailed coverage of Title IX.
- Detailed coverage of the Campus Sexual Violence Elimination Act (Campus SaVE Act).
- Pertinent details of the Clery Act and Violence Against Women Act.
- Explains how sex discrimination and violence may be covered by other laws, including criminal laws.

Faculty/Staff

Non-Residential Campuses

Course Length: 60 Minutes



CAMPUS ANSWERS

BY WORKPLACE ANSWERS

Preventing Discrimination & Sexual Violence: Title IX, VAWA and Clery Act for Students

Course Benefits

- Educates students on Title IX and how to respond to sex discrimination.
- Explains how the SaVE Act protects students, and where it applies.
- Sends a strong message that sex discrimination and violence are prohibited by the school.
- Details how the SaVE Act applies to universities and programs.

Key Course Concepts

- Covers prohibited offenses.
Clarifies grievance procedures and the responsibilities of the school
- Details recipients' rights, and investigation and discipline procedures.

Legal Coverage

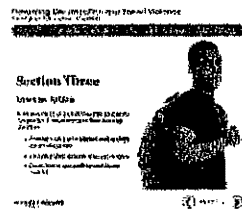
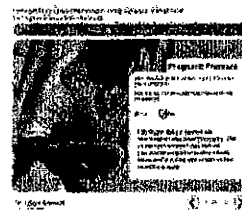
- Detailed coverage of Title IX.
- Detailed coverage of the Campus Sexual Violence Elimination Act (Campus SaVE Act).
- Pertinent details of the Clery Act and Violence Against Women Act.
- Explains how sex discrimination and violence may be covered by other laws, including criminal laws.

Students

Non-Residential Campuses

Graduate Students

Course Length: 60 minutes



CAMPUS ANSWERS

BY WORKPLACE ANSWERS

Unlawful Harassment Prevention

Course Benefits

- Educates faculty/staff/student employees members about how to recognize and report potential harassment early.
- Teaches faculty/staff/student employees their role in creating a harassment-free campus.
- Explains the protected categories, including the Genetic Information Discrimination Act (GINA). Tips for faculty/staff/student employees to recognize behaviors that could be harassing
- Explores emerging issues like electronic harassment.

Key Course Concepts

- Defines what constitutes unlawful harassment. Teaches faculty/staff/student employees their role in creating a harassment-free campus
- Explains how to identify and resolve harassment.
- Features recent examples of real-life higher education harassment cases.
- Information on student-on-student harassment.

Legal Coverage

- Federal laws prohibiting harassment and discrimination.
- Select state and local laws prohibiting harassment based on additional protected categories.
- Key legal concepts from U.S. Supreme Court cases related to harassment.
- Covers the new Supreme Court ruling extending the prohibitions on retaliation.

Faculty

Staff

Student Employees

Christian Faculty/Staff

Christian Supervisory Faculty/Staff

Christian Student Employees

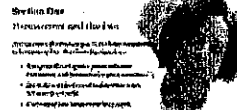
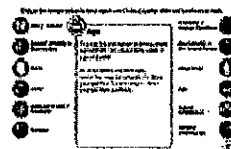
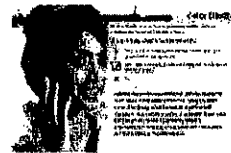
Non-Flash

Supervisor Supplement Faculty

Supervisor Supplement Staff

Medical Faculty/Staff

Course Length: All Versions 45 minutes; Supervisor Supplement 25 additional minutes



UNLAWFUL HARASSMENT PREVENTION

CAMPUS ANSWERS

BY WORKPLACE ANSWERS

Bullying Prevention

Course Benefits

- Sends a strong message that bullying is unacceptable.
- Helps to establish a bully-free school environment.
- Explains the dangers of cyber-bullying.
- Identifies types of bullies and trains students to recognize the methods bullies employ.

Key Course Concepts

- Defines bullying and describes actions that constitute bullying.
- Teaches how to identify the signs and symptoms of a bullying situation.
- Provides appropriate responses and resources for dealing with bullying.
- Emphasizes proactive measures to prevent bullying before it occurs.

Legal Coverage

- Explains when bullying behaviors become unlawful.
- Explores reasons behind bullying behaviors and encourages bullies to stop.
- Provides guidance on being an effective ally and outlines de-escalation techniques.
- Reinforces understanding of the legally protected categories.

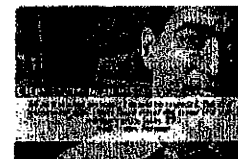
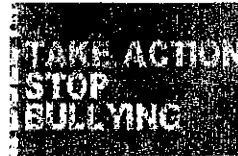
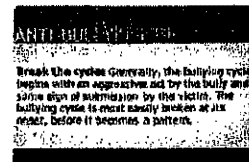
Faculty

Staff

Students Employees

Students

Course Length: 50 minutes



STUDENT

CAMPUS ANSWERS

BY WORKPLACE ANSWERS

Diversity Benefits

Course Benefits

- Teaches employees the importance of embracing diversity in the workplace.
- Explains the difference between tolerance and acceptance.
- Empowers employees to learn their own biases and incorporate diversity principles in their workday.
- Teaches what implicit bias is and how to avoid it.

Key Course Concepts

- Covers the origin of, and damage done by, stereotypes.
- Emphasizes prevention to deal with problems before they escalate.
- Offers guidance on how diversity principles interact with unlawful harassment policies.
- Covers advanced concepts such as intersectionality - where multiple dimensions of diversity exist simultaneously.

Legal Coverage

- Defines categories protected by law, as well as emerging and beneficial categories.
- Explains when anti-discrimination laws come into play.
- Clearly explains how legal protections interact with diversity issues.
- Explains the importance of inclusion and respect.

All

Higher Education Employees

Public Entities

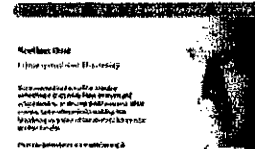
Supervisor Supplement

Spanish

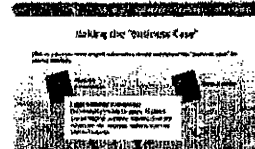
Non-Profit Organizations

Course Length: 45 minutes;
Public Entities is 60 minutes;
Supervisor Supplement is 30
minutes; Spanish is 60 minutes.

Diversity Benefits for Higher Education Employees



Diversity Benefits for Higher Education Employees



Diversity Benefits for Higher Education Employees



Diversity Benefits for Higher Education Employees



CAMPUS ANSWERS

BY WORKPLACE ANSWERS

Hazard Communication Standard (OSHA Right to Know)

Course Benefits

- Covers how to interpret the general concept of toxicology.
- Contains a proficiency test.
- Explains how to read Safety Data Sheets (SDS).
- Details the new hazardous labels.

Key Course Concepts

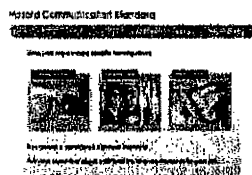
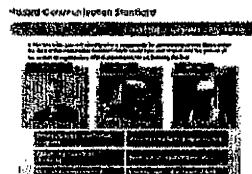
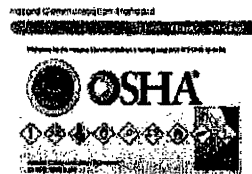
- Explains what hazardous chemicals are, as classified under the Hazardous Communication Standard (HCS) and consistent with the United Nations Globally Harmonized System of Classification and Labeling of Chemicals (GHS).
- Describes employee rights and responsibilities connected to hazardous chemicals and workplace safety.
- Details the four components of the Hazard Communication Standard.
- Clarifies safe handling policies and procedures.

Legal Coverage

- Covers labeling requirements, including how to read hazards and precautions.
- Covers OSHA 29 CFR 1926 Subpart I and 29 CFR 1910 Subpart P.
- Explains employer and employee responsibilities.
- Identifies Federal agencies that regulate.

All

Course Length: 60 minutes.



CAMPUS ANSWERS

BY WORKPLACE ANSWERS

Workplace Bullying and Violence Prevention

Course Benefits

- Teaches major concepts of recognizing and preventing workplace bullying and violence.
- Prepares employees to spot warning signs and act early.
- Explains that rejection is often an impetus for violence.

All Employees

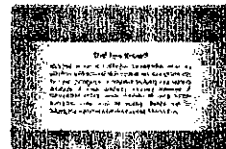
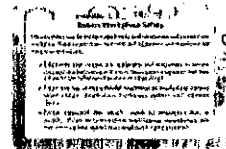
Course Length: 45 Minutes

Key Course Concepts

- Discusses recognizing and responding to workplace bullying and violence.
- Covers early warning signs and how to intervene.
- Defines key words such as *Inappropriate Workplace Aggression, Bullying, Unlawful Harassment and Zero-Tolerance*.
- Trains employees to prevent workplace violence before it occurs.
- Gives practical tips for preventing workplace violence.

Legal Coverage

- Introduces *Mobbing* and social bullying.
- Demonstrates the importance of reporting potentially aggressive or violent situations.



CAMPUS ANSWERS

BY WORKPLACE ANSWERS

Campus Sexual Harassment Prevention

Course Benefits

- Educates supervisory faculty members to recognize harassment early.
- Teaches employees their role in fostering a harassment-free environment.
- Sends a strong message that harassment will not be tolerated by the school.
- Explains the necessity of reporting potential harassment promptly.

Key Course Concepts

- Defines and provides examples of sexual harassment.
- Explains the legally-protected categories.
- Details who the law covers, including students and third parties.
- Provides specifics on retaliation and whistleblower protections.

Legal Coverage

- Federal harassment and discrimination laws, including Title VII and Title IX.
- Select state and local laws prohibiting harassment and discrimination.
- Key concepts from U.S. Supreme Court cases related to harassment.
- Real life harassment cases in an education setting.

Faculty:

California

Connecticut

Non-Supervisory

Staff:

Connecticut

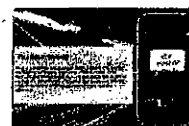
California:

(47 State)

Non-Supervisory

Student Employees

Course Length: 120 minutes.
course is metered and includes
an onscreen timer.



CAMPUS ANSWERS BY WORKPLACE ANSWERS

CAMPUS ANSWERS

BY WORKPLACE ANSWERS

Student Empower Plus

Course Benefits

- Teaches students how to protect themselves and others against sexual violence.
- Informs students about their right to a harassment- and discrimination-free learning experience.
- Empowers students to pursue healthy relationships with themselves and others, and to avoid domestic/dating violence and stalking.
- Encourages students to act as allies for others in need, and provides resources for help.
- Explains the risks of alcohol and drug use, and how to help those in need of assistance.
- Informs students about their right to a harassment and discrimination free learning experience.
- Empowers students to pursue healthy relationships with themselves and others, and to respond to domestic/dating violence and stalking.
- Encourages students to act as allies for others in need, and provides resources for help.

Key Course Concepts

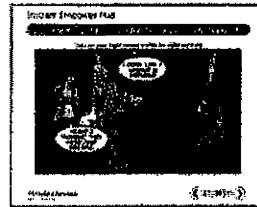
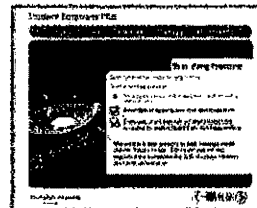
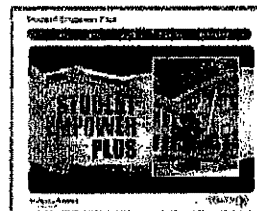
- Explains students' rights and responsibilities under Title IX, VAWA and the SaVE Act.
- Provides methods for preventing sexual violence, dating violence and stalking.
- Educates students about pressures they may face in college, including those related to alcohol, drugs, harassment and bullying.
- Explains basics of alcohol and drug abuse and how to help. Educates students on partying smart.

Legal Coverage

- Student rights and responsibilities under Title IX of the Education Amendments of 1972.
- Protections and prohibited acts under the Violence Against Women Act (VAWA) and the Campus Sexual Violence Elimination Act (SaVE).
- State-specific legal definitions for Consent, Sexual Assault, Stalking, Domestic Violence and Dating Violence for all States and the District of Columbia.

Students

Course Length: 50 minutes





General Features and Functionality Not Covered in Technical Approach

Technical Requirements

You can view our course content in a standard web browser. We have several clients who view our courseware in a web browser, outside of a learning management system. All of our non-flash courseware is mobile ("m-learning") compatible. Tablet optimized courseware requires iOS 7 or Android

Web browsers are the essential Internet access tool and have become indispensable to business, education and personal communication. They are the common platform upon which Web-based applications are built, and are consistently revised and upgraded for their users. Campus Answers has built and tested our Website and hosted courseware to perform satisfactorily for users with the current browser versions and plug-ins listed below. Earlier versions may perform satisfactorily for users but we cannot guarantee backwards compatibility with earlier versions.

Currently Supported Operating System/Browser Configurations

We support current and previous major releases of Firefox, Internet Explorer, Chrome and Safari on a rolling basis on Windows Vista, Windows 7, Windows 8 or MAC OSX, as appropriate. Each time a new version is released, we begin supporting that version and stop supporting the third most recent version. This allows us to incorporate new browser features, including security and performance enhancements.

Required Browser Plug-ins:

- All browsers must have session cookies and be SSL enabled.
- Flash-enabled Training Courses require Adobe Flash Player 9 or higher.
- Minimum recommended screen size: 1024 x 768.

Recommended Internet Connection:

- 56kpps Dial-Up, for courses without audio narration, video or Flash animation
- Broadband or high speed, for courses with audio, video or Flash

Unique User ID to Ensure Security and Confidentiality

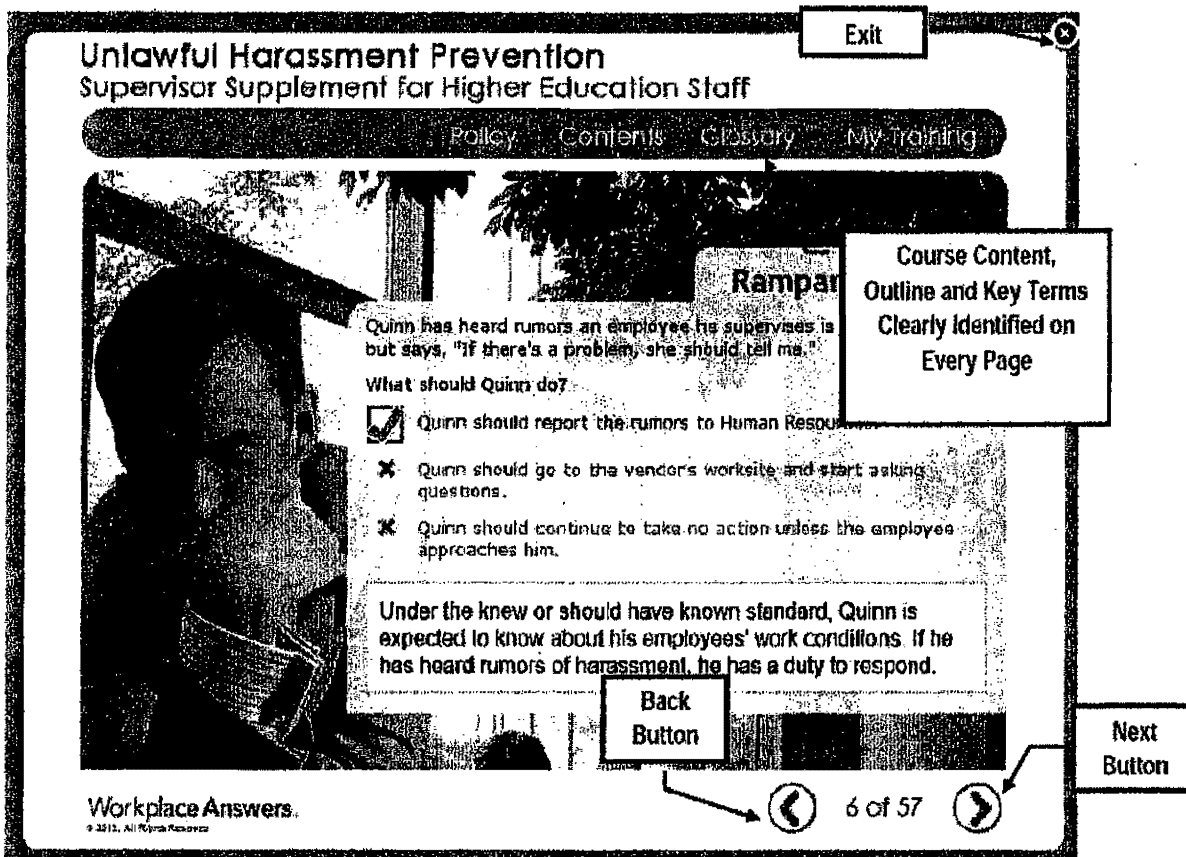
Each user will have a unique login identification and authentication that can be defined by your Organization. We can customize our solution to randomly generate passwords if that is required but we will need to obtain additional information on the exact functionality to determine how much this customization will cost.

CAMPUS ANSWERS

BY WORKPLACE ANSWERS

Course Navigation

Campus Answers' SLATE Learning Management System allows employees to work through the course in several sittings, always book marking where the employee last left the program. Campus Answers' courseware contains standard browser navigation features (e.g., bookmarks, next button, back button, start button, help facility, exit button, etc.) as shown in the example below.



Mastery Test

In addition to multiple choice questions asked at various points throughout the course, all Campus Answers products can have a Mastery Test. The Mastery Test is administered at the end of the course, and covers all key terms and topics discussed as well as presenting questions in story format.

The Mastery Test must be completed before receiving the Certificate of Completion.

CAMPUS ANSWERS

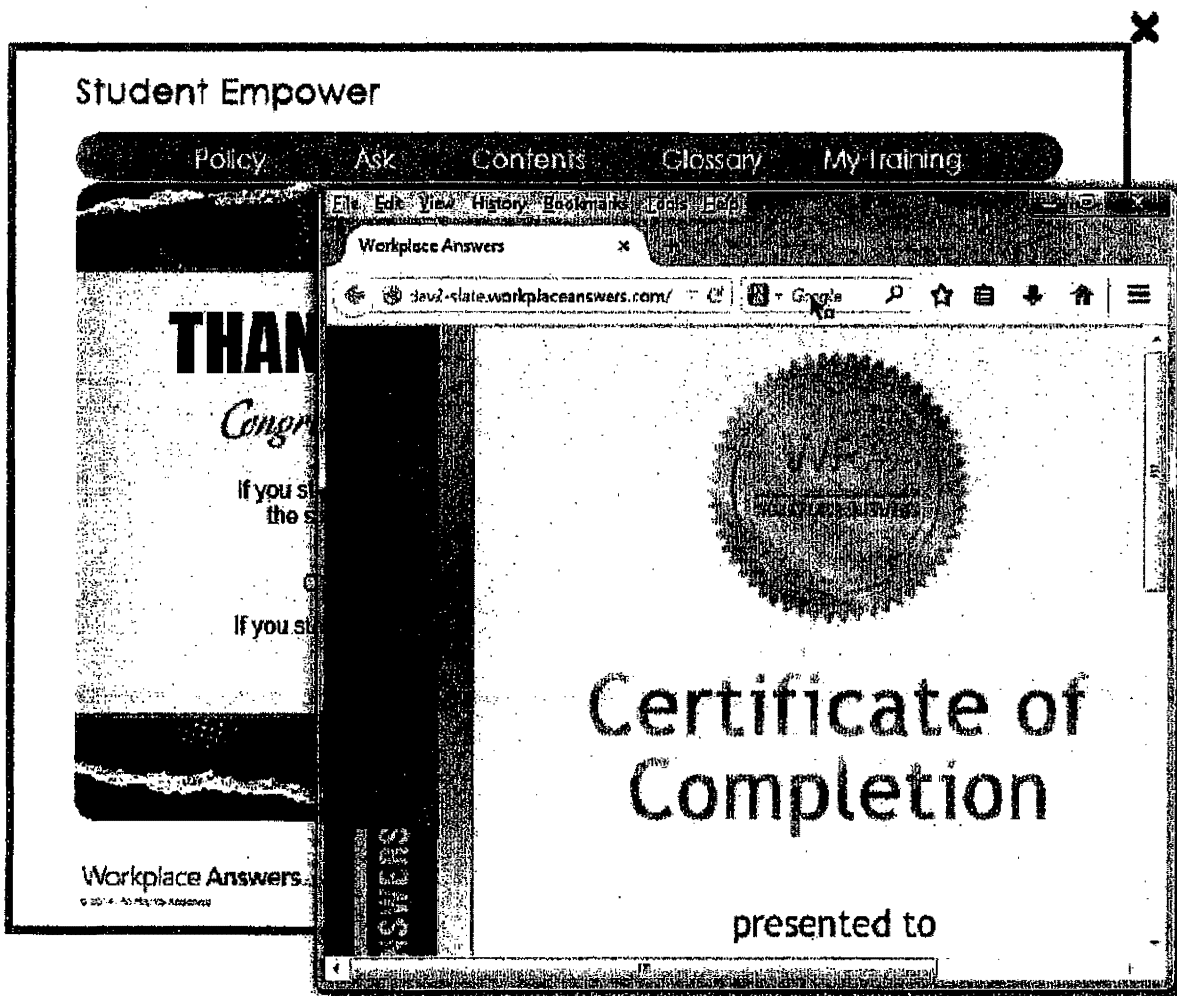
BY WORKPLACE ANSWERS

Certificate of Completion

User Completion Protocol

Campus Answers' courseware includes Certification functionality. Upon completion of assigned training, a Certificate of Completion can be viewed and/or printed that includes the employee's name, title of course, and the date the course was completed. The certificate may be modified in accordance with your Organization's specifications.

Additionally, Campus Answers' SLATE LMS provides bulk processing utilities for training administrators and designees to generate batches of certificates by course name and date range of completion for hardcopy filing, if desired.





Best-In-Class Customer Service and Support

With Campus Answers, you don't get handed from one person to another like a hot potato. You deal with a dedicated Account Manager, who serves as your single point of contact for any issues or clarifications related to our online employee training programs. They are but a phone call or email away if you need them. As a result, our client retention rates exceed 90% and are amongst the highest in the industry.

Campus Answers employs a superlative Account Management Team that manages each client from inception through initial deployment, and for the duration of your relationship with our company. Our philosophy is that a successful training experience can only be achieved if the underlying technology and service are superior. So, while we are recognized in the market for the quality of our engaging course content, it is our service model which keeps our clients happy over the years. We encourage you to speak with our references to confirm this. They will attest to our company-wide focus on superior service and Campus Answers' consistent, year-over-year, attention to their unique requirements.

Campus Answers' Client Services and Technology Teams are highly experienced Web services and e-Learning professionals who have a customer-service orientation. Our engineers bring to every task their knowledge gained from providing hundreds of custom deployments involving system security, training course accessibility and data exchange projects for our Clients.

Tracking, Reporting and Administrative Access Requirements

Campus Answers can provide scheduled flat file reports as defined by you or generic training reports available to your training administrators and designees on-demand and in real-time from Campus Answers' SLATE LMS.

Campus Answers' learning management system allows users to log-in from anywhere to access their Administrative dashboard. As our platform includes multi-level administrators, views can be set per user, meaning that different administrators will see a different set of data tailored to their department/campus/etc.

Campus Answers' standard robust status reports include:

- 1) **Executive Summary Report:** showing at-a-glance aggregate training completion statistics for the training objective;
- 2) **Group Report:** showing summary reports for departmental groupings of employees;
- 3) **Detail Report:** showing detail reports for individual employees and all associated course registrations.

Included in the training detail reports are employee user and training data:

- Tracks each User's total training hours, over multiple years
- Tracks Users who have participated and when they participated, including

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- User's name, department, job classification, job title, unique identification number
- User's registration date, completion date, last log-in date
- Harassment policy employee receipt of acknowledgment date
- Number of times User has accessed the Program
- Total time User spent in course
- Users that have registered, but have not yet completed the Program
- Capability to produce, at minimum, weekly ad-hoc and customized reports with above data including, but not limited to
 - Department report
 - Organization-wide report
 - Range of dates report
 - Legal compliance report
- Grants Director of HR (DHR) viewing/administrative access rights to all reports with filters by department and summary (Organization-wide)
- Protocol for establishing varying levels of access
- Protocol for adding, changing, and deleting administrators from system
- Allows DHR to register new employees or make changes to employee information quickly
- Automated notices to employees when training is required with flexibility to allow DHR to manage
- Automated reminder notices to Users who have not completed the training with flexibility to allow DHR to manage.

Disability Accommodation and JAWS Integration

(Section 508/WCAG 2.0 Accessibility, Screen Reader Compatible)

Campus Answers recognizes its responsibility to develop e-learning products that are accessible and usable by all people, including those with disabilities and special needs. Our courseware is Section 508/WCAG 2.0 Compliant and accommodates individuals with disabilities in accordance with state and federal disability laws. This includes integration with screen readers such as Freedom Scientific's JAWS (job access with speech) program for Windows, version 11 along with audio narration and on-screen text.

Campus Answers does not create different course versions based on Learner ability, but deploys one course to all learners. Our courseware is a fully functional presentation that is interactive for everyone.

FERPA Compliance

Campus Answers (CA) will use personal data only to fulfill the training purposes of this project. CA acknowledges that we have a duty to maintain the privacy of student records, including, without limitation, education records as defined by FERPA.

CA will not use any personally identifiable or other information acquired from El Paso Community College for any purpose other than performing the service or function that is the subject of this project.



Further details of CA's FERPA compliance will be put into the contract CA has with El Paso Community College should CA win this bid.

Reminder Emails to Employees/Students

Our solution automates course registration and reminders, and allows you to see a snapshot of your employee's completion progress of your training programs. All completion data is electronically stored and can be downloaded at the click of a button.

Automated reminder emails mean you don't have to create a batch report in order to send reminder emails to your employees. Campus Answers' system looks at course completions across the board and sends automatic reminder emails to users who have not yet completed the training assigned. Users can go back through the training to review information at any time.

Your dedicated Account Manager will help you plan, communicate and smoothly deploy courses to meet your timeline -- and all without needing to involve your organizations IT department

End of Text for Section III

Appendix D: Full Higher Education Catalog



TITLE IX AND VIOLENCE PREVENTION

Preventing Discrimination and Sexual Violence: Title IX, VAWA and Clery Act

- Faculty/Staff/Students/Campus Officials and Investigators (CSAs)

Active Shooter Response

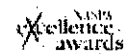
Bullying Prevention

Child Abuse Prevention and Reporting Mandates

The Clery Act and Campus Security Authorities



STUDENT AND PARENT EMPOWER



Student Empower

- Title IX, VAWA and Clery Act

Parent Empower

- Title IX, VAWA and Clery Act

Ongoing Awareness Campaign

- Alcohol Abuse Prevention
- Bullying Prevention
- The Bystander Effect
- Let's End Intimate Partner Violence

- Greek Life: In the Know

- Spring Break Smarts

- Study Strong: Healthy Exam Habits

- Sexual Violence and Foreign Travel



HARASSMENT AND DISCRIMINATION

Unlawful Harassment Prevention

- Faculty, Staff, Student Employees, Supervisor Supplement for Faculty/Staff

Sexual Harassment Prevention

- Faculty, Staff, Non-Supervisory Faculty, Non-Supervisory Staff, Student Employees

Americans with Disabilities Act and ADA Amendments Act

EEO Laws and Discrimination Prevention

- Also available: Supervisor Supplement



DIVERSITY AND INCLUSION

Diversity Benefits for Higher Education

- Also available: Supervisor Supplement

The Power of Respectful Language

Transition to Respect: Managing Gender Transition in Your Organization

Uncovering Implicit Bias



MANAGER'S TOOLKIT

Conflict Resolution

Discipline & Discharge

Family and Medical Leave Act (FMLA)

Interviewing for Search and Hiring Committees

Performance Evaluation

Wage and Hour

- Federal, California, New York, Florida

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DATA SECURITY AND PRIVACY

Data Security Basics
FERPA
HIPAA

Identity Theft Red Flags
PCI Awareness



SAFETY

Bloodborne Pathogens
Hazard Communication
Slips, Trips and Falls



ETHICS

Code of Conduct
Academic Integrity



STATE SPECIFIC COURSES

California

- Sexual Harassment Prevention for California Higher Education
- Wage and Hour Law for California Supervisors

Connecticut

- Sexual Harassment Prevention for Connecticut Higher Education

New York

- Wage and Hour Law for New York Supervisors

Florida

- Wage and Hour Law for Florida Supervisors

Tennessee

- Title VI for Tennessee Faculty and Staff

Texas

- Child Abuse and Molestation Awareness and Prevention

CAMPUS ANSWERS

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www.campusanswers.com

Campus Answers is the leading provider of compliance solutions for higher education for over 20 years. We have provided compliance solutions to over 500 colleges and universities nationwide. Campus Answers delivers compliance training tailored to the unique needs of research universities, community colleges and faith-based institutions. Our course design is customized for the type of audience including students, faculty, staff, parents, and campus practitioners. Our courseware integrates securely and seamlessly with your HRIS or LMS.

Learn more about Campus Answers at www.campusanswers.com or call 1-866-861-4410. Follow us on LinkedIn, Twitter and Facebook.

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End of Text for Exhibit D

Exhibit E
Payment Terms and Conditions

1. General Payment Terms

- a. Consultant shall prepare and present an invoice to the College. Invoices shall be documented by sufficient, competent and evidential matter. Payment by the College will be made within thirty (30) days after approval by the College.
- b. Consultant agrees that it shall be entitled to no more than the fees set forth in this Exhibit E for the completion of all work, labor and services contemplated in this Agreement.
- c. The charges payable to Consultant under this Agreement are exclusive of federal, state and local taxes, the College being exempt from payment of such taxes.
- d. The acceptance by Consultant of full payment of all billings made on the final approved under this Agreement shall operate as and shall be a release to the College and/or County from all claims and liability to Consultant, its successors, legal representatives and assigns, for services rendered under this Agreement.

2. Agreement Subject to Appropriation of Funds

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof and no liability shall be incurred by the College and/or the County under this Agreement beyond the amount of funds appropriated for the Services covered by this Agreement.

3. Limit of College's Obligations

The maximum amount to be paid by the College as set forth on the cover page of this Agreement shall constitute the full obligation of the College in connection with this Agreement and any matter arising therefrom.

4. Specific Payment Terms and Conditions

[See ATTACHMENT 1, annexed hereto]

ATTACHMENT 1
Specific Payment Terms and Conditions

1. Cost proposals must be provided in a **separate sealed envelope**.
2. Consultant should provide all information it deems necessary to explain or clarify its Cost Proposal.
3. The Cost Proposal shall include one price for the entire list of topics identified in Section I, Item 1 above, as well as an itemized unbundled cost for each topic separately.

4. **FACULTY/STAFF TRAINING:**

- A. Comprehensive Training Lump Sum Fee: \$ 24,095 per year*
- B. Itemized Fee Higher Education Catalog = HEC

<u>TOPIC</u>	<u>Lump Sum Fee</u>
• Discrimination	\$ Included in HEC
• Sexual Violence Prevention (including sexual harassment prevention, Title VII, Title IX, NY State 129-B and topics covered by the Violence Against Women Act including domestic violence, dating/intimate partner violence, stalking, etc.)	\$ Included in HEC
• Unlawful Harassment (including Title VII, ADA, Pregnancy Discrimination Act, Age Discrimination, etc.)	\$ Included in HEC
• Bullying Prevention	\$ Included in HEC
• Diversity, Inclusion and/or Cultural Competence	\$ Included in HEC
• Hazard Communication (Right to Know)	\$ Included in HEC
• Workplace Violence Prevention	\$ Included in HEC
▪ Data/Internet Security Awareness	\$ Included in HEC

* The lump sum price given above is for the full Higher Education course Library, which includes both faculty/staff training, and student training as well.

5. STUDENT TRAINING:

- A. Comprehensive Training Lump Sum Fee: \$ Included in Price given in
(4.) on the previous page
- B. Itemized Fee

TOPIC	Lump Sum Fee
<ul style="list-style-type: none"> • Sexual Violence Prevention and Bystander Intervention (including sexual harassment prevention, Title VII, Title IX, NY State 129-B and topics covered by the Clery Act/Violence Against Women Act including domestic violence, dating/intimate partner violence, stalking, etc.) 	\$ Included in HEC
<ul style="list-style-type: none"> • Sexual Violence Prevention and Bystander Intervention topics for Student Leaders and Student Athletes 	\$ Included in HEC
<ul style="list-style-type: none"> • Sexual Violence Prevention and Bystander Intervention Training for new students 	\$ Included in HEC
<ul style="list-style-type: none"> • Data/Internet Security Awareness 	\$ Included in HEC

End of Text for Exhibit E