

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

2020 Legislative Session

Legislative Day No. 17

Resolution No. 86-2020

Introduced by: The President of the Council


A RESOLUTION TO APPROVE A HOTLINE SERVICES AGREEMENT BETWEEN LIGHTHOUSE SERVICES, LLC AND WICOMICO COUNTY, MARYLAND.

WHEREAS, the Internal Auditor, Levin Hitchens, III, has requested that there be a Hotline Services Agreement with Lighthouse Services, LLC, to purchase anonymous reporting services for Wicomico County.

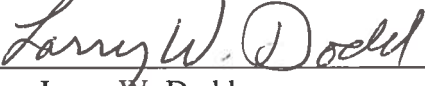
NOW, THEREFORE, BE IT RESOLVED, by the County Council of Wicomico County, Maryland, that the Hotline Services Agreement between Lighthouse Services, LLC and Wicomico County, Maryland, a copy of which is attached hereto as Exhibit "A", be and hereby is approved.

Done at Salisbury, Maryland, this 18th day of August, 2020.

ATTEST:



Laura Hurley
Council Administrator

COUNTY COUNCIL OF
WICOMICO COUNTY, MARYLAND
By: 

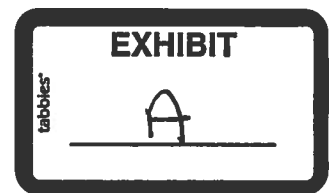
Larry W. Dodd
Council President

CERTIFICATION

THIS RESOLUTION was Adopted _____, Adopted with Amendments _____, Failed _____, Withdrawn _____ by the County Council on August 18, 2020.

Certified by 

Laura Hurley, Council Administrator



HOTLINE SERVICES AGREEMENT

This Services Agreement ("Agreement") is made and entered into by and between Lighthouse Services, LLC, a limited liability corporation with a mailing address of 1710 Walton Rd., Suite 204, Blue Bell, PA 19422 (hereinafter referred to as "Lighthouse") and Wicomico County Government, with a mailing address of 125 N Division Street, Room 302, Salisbury, MD 21801 (hereinafter referred to as "Customer").

BACKGROUND

WHEREAS, Lighthouse is a vendor of anonymous reporting services; and

WHEREAS, Customer desires to purchase from Lighthouse anonymous reporting services for Customer and its Affiliates (the "Services");

NOW THEREFORE, in consideration of the mutual covenants, and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Fee. The annual fee for the Services shall be \$785.00 for approximately 600 employees for the period beginning September 1, 2020 through September 1, 2021 (the "Initial Term"). Fees are invoiced at the beginning of each annual period and payment is due upon receipt.
2. Lighthouse Operations. The Services shall include, without limitation, the following:
 - i. Lighthouse shall provide the Services to Customer on a twenty four hour per day, seven days a week, 365 days per year basis.
 - ii. Lighthouse shall provide Customer with an online Case Management System, a toll-free number, website, facsimile number and e-mail address that can be utilized by all United States, Canadian, and Mexican based employees or third parties.
 - iii. All contact reports will be assigned a unique File ID and shall be retained by Lighthouse so long as Customer remains a client of Lighthouse.
 - iv. Lighthouse will provide Customer a copy in English of the information relayed by the reporter and will make its best effort not to jeopardize the anonymity of the reporter if he or she elected to remain anonymous. Customer is charged a \$75.00 fee for reports in languages other than English or Spanish.
 - v. Lighthouse will maintain network security as reasonably necessary to protect the anonymity of the reporter.
 - vi. Lighthouse will provide reporters with an option of follow-up communications.
 - vii. Lighthouse will maintain adequate capacity on its network during the term of this Agreement to meet Customer's usage requirements.
 - viii. In Addendum A attached, Customer will list all recipients designated to receive the contact reports, which may be revised from time to time by Customer.
3. Limitation of Liability. Neither party to the Agreement assumes liability except as expressly provided in this Agreement and in no event will either party be liable for special, indirect, incidental or consequential damages, arising in contract or in tort, under any warranty or otherwise.
4. Renewal and Termination. After the Initial Term, this Agreement shall renew automatically for consecutive one year terms up to a total of five years, unless written notice of cancellation is received by either party at least 30 days before the expiration date of the then current term. If this Agreement is terminated for any reason then Customer shall be given 30 days from the date of such termination to download its data from Lighthouse's Case Management System after such time the data will be destroyed unless download of such data has been prevented or delayed due to technical issues.



5. Use of Service. After the expiration of this Agreement, Customer agrees to make commercially reasonable efforts to inform its employees to cease submitting reports to Lighthouse. Services are based on normal commercial use and are subject to Lighthouse's Reasonable Use Policy available at <http://www.lighthouse-services.com/documents/reasonableusepolicy.pdf>.
6. Governing Law, Exclusive Jurisdiction. The parties agree that this Agreement shall be interpreted in accordance with the laws of the State of Maryland or Federal law, as appropriate. The parties hereby consent to the personal and subject matter jurisdiction of the state and federal courts of the State of Maryland, Wicomico County, Maryland, for all disputes arising from or related to this Agreement. The parties hereby consent to service of original process by internationally recognized overnight courier service.
7. Modification. This Agreement is subject to modification only by a writing signed by both parties.
8. Force Majeure. Neither party will have the right to claim damages or to terminate this Agreement as a result of the other party's failure or delay in performance (other than payment of money) due to circumstances beyond its reasonable control, including but not limited to labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, components, raw materials or supplies, war, riot, insurrection, epidemic, acts of God, or governmental action not the fault of the nonperforming party.
9. Notices. All notices required or permitted under this Agreement must be in writing. They will be deemed given when (a) delivered personally; (b) sent by confirmed facsimile or electronic mail (email) transmission; (c) delivered by commercial overnight courier with written verification of receipt; or (d) delivered by registered or certified mail, return receipt requested, postage prepaid with verification of delivery. All notices must be sent to the receiving party's initial address on the first page of this Agreement or to such other address that the receiving party may have provided for purpose of notice as provided in this subsection.
10. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.
11. Confidentiality. Lighthouse agrees that it is prohibited from disclosing or using any information obtained in connection with its performance under this Agreement (including without limitation any "nonpublic personal information" as defined in Section 573.3 of Title 12 of the Code of Federal Regulations) for any purpose other than to carry out the purposes of providing hotline reporting services to Customer. Lighthouse further agrees to comply with any and all applicable Federal, State, and local laws and regulations concerning privacy of information. In the event either party is required by applicable law, rule, regulation, or court order to disclose any of the other party's confidential information, the disclosing party will promptly notify the other party in writing so that the party can seek a protective order or other appropriate remedy prior to making any such disclosure.
12. Intentionally deleted.
13. Intentionally deleted.
14. Relationship of Parties. The parties to this Agreement are independent parties. There is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf. Neither party shall have, and shall not represent that it has, any power, right or authority to bind the other party, or to assume or create any

obligation or responsibility, express or implied, on behalf of the other party or in the other party's name, except as herein expressly permitted.

15. Counterparts. This Agreement may be executed via electronic mail (email) and in one or more counterparts, each of which will be deemed to be original, but all of which together will constitute one and the same instrument.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and therefore supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter contained in this Agreement. The Wicomico County Standard Terms and Conditions attached as Exhibit A are hereby incorporated by reference.

IN WITNESS WHEREOF, Lighthouse and Customer have executed this instrument as of the date set forth above.


Lighthouse Services, LLC

Andy Bronstein
Principal
Lighthouse Services, LLC

8/7/2020
Date

Wicomico County

Signature

Name

Title

Date

*****VERY IMPORTANT***** Lighthouse requires the names ("Affiliates") that Customer might be identified as by users of the Service and must update Lighthouse of any changes to this list. Below please list all Affiliates applicable to Customer (e.g., subsidiaries, DBA names (Doing Business As), etc.):
For many DBAs, please mark SEE ATTACHED and email the list to us in Word or Excel.



Addendum A – User Roles

1. Primary Contact

List below the individual who will have primary responsibility for your hotline program. By emailing reports@lighthouse-services.com they will manage who the report recipients are and inform us of any changes to your DBAs (Doing Business As). They will also receive invoices, email notification of any upgrades to our services, administrative matters, and program correspondence. There can only be one primary contact, and that person is not automatically a Report Recipient and/or CMS User.

Name	Title
Email Address	Phone

2. Report Recipients

List below any individuals who will receive via email report notifications for report types which they are identified. It is considered a best practice to have more than one recipient per report, although not a requirement. If an incident type other than those listed below is required, please notify Lighthouse.

Fraud Report Recipients

Name	Title
Email Address	Phone
Name	Title
Email Address	Phone
Name	Title
Email Address	Phone

HR Report Recipients

check if same as above

Name	Title
Email Address	Phone
Name	Title
Email Address	Phone
Name	Title
Email Address	Phone

Compliance and Ethics Report Recipients

check if same as above

Name	Title
Email Address	Phone
Name	Title
Email Address	Phone
Name	Title
Email Address	Phone

Coverage in Canada

Check if reports will be received from Quebec.

Alternate Routing Instructions (OPTIONAL)

If a recipient for reports above is named as an offender in a report you may provide alternate routing instructions here:

You **must** provide instructions above before checking the Restricted box below.

Check if alternate routed reports should be designated as RESTRICTED in the CMS. This will bypass any auto-assign rules that are in place. When the report is uploaded, a CMS user with administrator status who is not named in the report will be given access. If there is only one administrator-level CMS user and they are named, or if all administrator-level users are named, the report will be designated CONFIDENTIAL in which case no one will have access to it in the CMS.

3. CMS Users

The Case Management System (CMS) is a database of your hotline activity. **You are required to have a minimum of one CMS Administrator.** There is no limit to the number of CMS users you can have.

CMS User Types:

- CMS Administrator – Open access to entire CMS. Can access all reports, update all tabs, export hotline activity, manage users, and assign Investigators manually or via auto-assignment rules. (Note: this user profile can also investigate reports.)
- CMS Investigator/non-Administrator – Select access to specific reports in the CMS. An Administrator must assign them manually or set up auto-assignment rules. Investigators can also be given additional permissions.

For additional CMS users complete and return the workbook located [here](#).

		CMS User Type (choose one)
Name	Title	Administrator or Investigator
Email Address	Phone	<input type="checkbox"/> <input type="checkbox"/>
Name	Title	Administrator or Investigator
Email Address	Phone	<input type="checkbox"/> <input type="checkbox"/>
Name	Title	Administrator or Investigator
Email Address	Phone	<input type="checkbox"/> <input type="checkbox"/>
Name	Title	Administrator or Investigator
Email Address	Phone	<input type="checkbox"/> <input type="checkbox"/>

EXHIBIT A

Wicomico County Maryland Standard Terms and Conditions

The provisions below are applicable to all Wicomico County ("County") contracts. These provisions are not a complete agreement. The provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions.

This document and the Contract are intended to be complementary. If the terms and conditions and the Contract conflict, then these Standard Terms and Conditions will prevail.

The term "Contract" includes a document entitled "agreement" or other title denoting a contract. The Wicomico County Executive is the person authorized to enter contracts for Wicomico County.

Amendment. This Contract is the entire agreement between the parties. All other prior communications related to this Contract are superseded by this Contract. No amendment to this Contract is binding unless in writing and signed by the parties.

Bankruptcy. Upon the filing of a bankruptcy proceeding by or against the Contractor or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors:

- A. The Contractor must notify the County immediately; and
- B. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.

Compliance with Law. The Contractor warrants that:

- A. The executed Contract will be a valid obligation enforceable in accordance with its terms;
- B. Contractor will perform in a workmanlike manner and in accordance with applicable professional standards;
- C. Contractor is qualified to do business in the State of Maryland and that it will remain qualified;
- D. Contractor is not behind in the payment of any obligations due to the County and that it will not become behind during the term of this Contract;
- E. Contractor will comply with all applicable federal, State, local laws, regulations, and ordinances; and
- F. Contractor will obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under this Contract.

Contingent Fee Prohibition. The Contractor warrants that it has not directed anyone, other than its employee or agent, to solicit this Contract and that it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of this Contract.

Counterparts and Signature. This Contract may be executed in several counterparts, each of which may be an original and all of which will constitute the same instrument. Unless otherwise specified by the County, this Contract may be signed in writing or by

electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of this Contract will have the same effect as an original signed copy.

Force Majeure. The performance of this agreement by either party is subject to acts of God, government authority, disaster, epidemic or other emergencies, fire, or riot, any of which make it illegal or impossible to provide the goods, facilities and/or services to be provided by a party under this contract. If one or more of such circumstances occur, then performance under this agreement may be delayed or terminated for any one or more of such reasons by written notice from one party to the other, in which case, neither party shall have any liability to the other, including any direct, consequential, compensatory, special, incidental, liquidated or other damages of any nature whatsoever, by reason of such delay or termination.

Governing Law. This Contract is governed by the laws of the State of Maryland and Wicomico County.

Indemnification. The Contractor will indemnify the County, its officers, agents, and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims, or judgments (including Attorney's fees) resulting from injury to or death of any person or damage to property of any kind, which injury, death, or damage arises out of, or is in any way connected with the performance of the work or failure to perform its obligations under this Contract.

This obligation applies to any acts, omissions, or negligent conduct, including acts or omissions of Contractor's agents or employees, except that it is not applicable to injury, death, or damage to the property arising from the sole negligence of Wicomico County, its officers, agents, or employees.

Independent Contractor.

- A. Contractor is an "Independent Contractor". Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor's performance. The Contractor will comply promptly with County requests relating to the emphasis to be placed on aspects of the work. But Contractor is responsible for determining the appropriate means and manner of performing the work.
- B. Contractor warrants that Contractor is not an employee of the County, is not currently employed by the Federal Government, and is not an officer, employee, or agent of the County.
- C. Contractor is responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation paid to Contractor.
- D. Contractor agrees to immediately provide the County notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without the County's written consent, any obligation of the County to indemnify Contractor for any actions under this Contract.

Insurance Requirements.

- A. Contractor must obtain and keep in effect Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the County prior to the time this Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage, or such greater amount as agreed upon by the parties. Coverage must be written on an occurrence form.
- B. Contractor must obtain and keep in effect, automobile insurance on all vehicles used in this Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by Contractor in connection with the Contract. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED".
- C. Contractor must provide the County with a certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of this Contract.
- D. All insurance policies must have a minimum 30 days' notice of cancellation. The County must be notified immediately upon cancellation or restriction by the insurance company of any insurance policy referred to in this section.
- E. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

Nondiscrimination. Contractor may not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, perceived disability or other characteristic protected by law. Contractor agrees that this provision will be incorporated in all subcontracts related to this Contract.

Ownership of Documents and Materials; Intellectual Property.

- A. The Contractor agrees that all documents, including reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, or computations prepared for this Contract will be available to the County upon request and become the exclusive property of the County upon termination or completion of the services. The County has the right to use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.
- B. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the intellectual property.
- C. The Contractor must indemnify the County from all claims of infringement related to the use of any patented design, *device*, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by this Contract.

Payments. Payments to the Contractor pursuant to this Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will be charged at a rate of 6% per year.

Records. Contractor must maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. Contractor must maintain any other records pertinent to this Contract in a manner that clearly documents Contractor's performance. Contractor agrees that the County and its agents can all records of the Contractor that are relevant to this Contract. All relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of this Contract, or until the conclusion of any audit, controversy, or litigation related to this Contract, whichever is later. All subcontracts must comply with these provisions.

Remedies.

- A. Corrections of errors, defect and omissions.** Contractor agrees to perform work necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to the County. The County's acceptance of the work will not relieve the Contractor of the responsibility of subsequent corrections of errors.
- B. Set Off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
- C. Cumulative.** These rights and remedies of County and Contractor are cumulative and without waiver of any other rights or remedies.

Responsibility of Contractor.

- A.** The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar to the services.
- B.** Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under this Contract.
- C.** If the Contractor fails to perform the services in conformance with the standard set forth in subparagraph A above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.

Severability/Waiver. If a court finds any term of this Contract to be invalid, the validity of the remaining terms will not be affected. The remaining terms will be construed as if the Contract did not contain the invalid term. The failure of either party to enforce any term of this Contract is not a waiver by that party.

Subcontracting or Assignment. The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County has the right to withhold consent for any reason the County deems appropriate.

Substance Abuse and Drug Testing. Contractors and its employees are subject to the County's policy on substance abuse and drug testing for the use, possession, or sale of drugs or alcohol while performing County business or while in a County facility. Violation or refusal to cooperate may result in a ban from County facilities or from participating in County operations.

Survival. The terms, conditions, representations, and all warranties contained in this Contract survive the termination or expiration of this Contract.

Termination. If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice to the Contractor. The notice will specify the cause for termination. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.

Termination of Contract for Convenience. Upon written notice, the County may terminate the Contract, in whole or in part, when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for work or costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

Termination of Multi-year Contract. If funds are not available for any fiscal period of this Contract after the first fiscal period, then this Contract will be cancelled automatically as of the beginning of unfunded fiscal period. The effect of termination of the Contract will be to discharge both the Contractor and the County from future performance of the Contract but not from their rights and obligations existing at the time of termination. The Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The County will notify the Contractor if it has knowledge that funds are not available for the continuation of this Contract for a fiscal period beyond the first period.

Third Party Beneficiaries. The County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the terms of this Contract.

Time is of the essence. Time is of the essence in Contractor's performance of each and every obligation and duty under this Contract.

Use of County Facilities. Contractor and its employees or agents have the right to use only those facilities of the County that are necessary to perform the services under this Contract. County has no responsibility for the loss, theft, disappearance of or damage to equipment, tools, materials, supplies, or other personal property of Contractor or its employees, subcontractors, or agents which may be stored on County premises.

Whole Contract. This Contract constitutes the complete and exclusive statement of the Contract between the parties relevant to the purpose described and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this Contract.