



LANGUAGE SERVICES AGREEMENT

THIS LANGUAGE SERVICES AGREEMENT (“Agreement”) is made and entered by and between **VOLATIA LANGUAGE NETWORK, INC.**, a Virginia corporation (hereinafter referred to as "Volatia"), and **Dinwiddie County, Virginia** ("Client"). The parties agree that the terms and conditions shown below (collectively, the "Agreement") shall apply to the onsite, telephone, and video language Services ("Interpreter Services") provided by Volatia to Client. This Agreement shall be effective as of 1/9/2023 | 9:48 AM EST (the "Effective Date").

RECITALS

WHEREAS, Volatia offers Interpreter Services to individuals and entities;

WHEREAS, Client occasionally requires such Interpreter Services when providing Services to client’s customers;

WHEREAS, Volatia is able to provide Client with qualified interpreters to provide Interpreter Services; and

WHEREAS, Volatia desires to provide Client with Interpreter Services, and Client desires to purchase from Volatia these Services, upon the terms and conditions herein.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

- 1. Interpreter Services.** Upon request, Volatia shall provide to Client qualified interpreters for Interpreter Services (“Interpreter Services”). Client shall be responsible for ensuring that ONLY authorized qualified employees and/or contractors have access to Volatia’s systems. Client shall be solely and fully responsible for charges resulting from use of its Client access codes, whether or not such use is authorized. Client represents that (i) Interpreter Services shall be used for its own internal purposes and not for re-sale and (ii) Client shall not use the Interpreter Services in any manner that may violate this Agreement or any applicable statute or government regulation. Volatia Services shall have the right to terminate this Agreement for any violation of this Section.
 - i. **Onsite interpretation (OSI):** All onsite assignments will incur a two-hour minimum time requirement both for completed work orders and those cancelled within the cancellation time frame, as indicated in Exhibit A. Work orders can be schedule through Volatia’s Interpreter Management System (terpX) and by calling or emailing Volatia’s customer service department. Client is allowed an unlimited number of users, each with a unique username and password to terpX.
 - ii. **Over the Phone Interpretation (OPI):** Volatia shall issue to client as many access codes as required by Client to track usage by division, facility or department. To access OPI services, Client shall call Volatia’s contact center and enter the access code when prompted to do so. If Client elects to remove the requirement for access codes, a dedicated toll-free number will be issued to client. Client shall be solely responsible for the use or abuse of Interpreter Services provided to unauthorized users that access the given toll-free number.

Customized prompts shall only be available on dedicated toll-free numbers. Billing for this service has no minimum time requirements.

- iii. **Video Remote Interpretation (VRI):** To access VRI services, client shall log into the VRI platform and select the desired language. The platform is available on any internet-powered device with a camera and microphone. Access codes may be necessary based on account set up. Billing for this service has no minimum time requirements.
- iv. **Virtual Platform Interpretation (VPI):** All requests for an interpreter to connect via a third-party application (Zoom, Microsoft Teams, Google Meeting, etc.) require manual coordination between Client and Volatia. Client agrees to provide a link, prior to the start date and time of the Work Order, to Volatia's Customer Service Team (not the interpreter) by email (customerservice@volatia.com) or phone (540-562-8600).

2. Interpreter Qualifications and Standards. Volatia and its interpreters providing Interpreter Services under this Agreement shall comply with all federal, state, and local policies regarding licensing requirements for language interpreters, as applicable. Volatia also warrants and represents that all interpreters who provide Interpreter Services under this Agreement shall satisfy the following requirements:

- i. At all times, interpreters shall be impartial and unbiased and shall refrain from conduct that may give an appearance of bias. Interpreters shall not allow personal opinions to interfere with assigned duties, add unsolicited comments, and/or make recommendations except to assist communication.
- ii. Interpreters shall be able to accurately and idiomatically turn the message from the source language into the receptor language without any additions, omissions or other misleading factors that alter the intended meaning of the message from the speaker.
- iii. Interpreters shall be adept at simultaneous and consecutive interpretation and sight translation.
- iv. Interpreters shall be able to communicate orally including appropriate delivery and poise.
- v. Interpreters shall demonstrate high professional standards and demeanor along with excellent Client service.
- vi. Each interpreter shall immediately convey any reservations about his/her ability to successfully complete the assignment for Client, and the interpreter shall decline any assignment he/she deems to be beyond his/her technical knowledge or linguistic ability.
- vii. Each interpreter shall disclose any real or perceived conflict of interest. He/she shall not take personal advantage, financial or otherwise, of information obtained in the course of providing Interpreter Services under this Agreement.
- viii. Each interpreter shall complete any and all orientation or training reasonably required by Client.

- ix. Upon request from Client, each interpreter shall sign a confidentiality agreement.
3. **Interpreter Replacement.** If Client, in its sole and exclusive discretion, determines that the assigned interpreter is not able to carry out the duties described in this Agreement, poses any threat or danger to Client's customers or employees, and/or is otherwise unacceptable, Volatia shall promptly send a qualified replacement interpreter, if a replacement interpreter is available within the required timeframe.
 4. **Availability.** Interpreter Services may not be available at all times due to interruptions, technical problems, and/or system upgrades and maintenance. All interpreters provided in conjunction with the Services may not be available at all times and interpreters shall be assigned solely by Volatia.
 5. **Translation.** For the purpose of this agreement, translation refers to the transfer of information from one language to another in written form. All translation request must be sent to Volatia's Translation Division for an estimate. All estimates shall be provided to client at no cost. Client shall approve each estimate in writing prior to the start of the translation project. Standard rates for translation shall be provided, in an addendum, if client presents an ongoing need.
 6. **Translation Standards.** Volatia and its translators providing translation and location of written content under this Agreement shall comply with all federal, state, and local policies regarding licensing requirements for language translation and localization, as applicable. Volatia also warrants and represents that all translators who provide translation and localization services under this Agreement shall satisfy the following requirements:
 - i. All documents shall be translated at the lowest comprehension level consistent with the original (English) document.
 - ii. Unless a specific dialect is selected, all documents shall be translated so that the material is understandable to the broadest groups and greatest numbers of individuals speaking different dialects or variants of the target languages as is reasonably possible.
 - iii. Volatia shall ensure that its translators provide culturally sensitive translations that will not offend the target populations.
 - iv. Volatia shall ensure that a second translator shall manually proof-read all translated documents to assure correct spelling, accuracy, and continuity.
 - v. All translations shall be regarded as confidential.
 7. **Term.** This Agreement shall commence on the Effective Date and shall remain in effect for three (3) years. Upon the expiration of the initial three-year period, this Agreement shall be automatically renewed for one-year periods unless either party provides written cancellation notice to the other at least ninety (90) days prior to the expiration of the then-current period. Upon receipt of a timely cancellation notice by either party, this Agreement shall terminate at the end of the then-current period.

- 8. Termination With Cause.** In the event either party defaults in the performance of any of its covenants or undertakings contained in this Agreement, and the default continues and is not corrected within sixty (60) days after the receipt of written notice thereof from the non-defaulting party, specifying the default and requesting correction of the default, the non-defaulting party may thereafter immediately terminate this Agreement by delivering written notice to such effect to the defaulting party.
- 9. Termination Without Cause.** Either party may terminate this Agreement upon ninety (60) days prior written notice to the other party. If the Client initiates the termination process, Client shall pay in full any remaining balance of the contracted amount as indicated in Exhibit A of this Agreement. Should Volatia terminate this Agreement under this Paragraph 7, it shall honor and complete any and all Interpreter Services assignments scheduled prior to issuance of the notice of termination, unless Client requests otherwise.
- 10. Payments.** Client shall pay Volatia in accordance with the terms set forth in Exhibit A. Scheduled onsite interpretation appointments canceled by Client with less than a forty-eight (48) hour notice shall be invoiced to Client at the rate and minimum charges set forth in Exhibit A. Regardless of due dates indicated on invoices or other materials, all payments are due within thirty (30) days of the last service delivery date within a given month. Interest on late payments shall accrue from the date on which payment is due at a rate equal to the greater of 3% per month or the maximum rate permitted by applicable law.
- 11. Intellectual Property.** Neither the Agreement, nor Client's use of Volatia's Services provides Client with any right, title, or interest in or to the Software, or any of the other technology, systems, processes or other aspect of the Services, including but not limited to any intellectual property rights of Volatia. Client expressly agrees that it shall not seek, and is expressly prohibited from asserting or filing, registrations and/or applications for ownership or intellectual property rights in the Software or the Services in any country, nation, or jurisdiction throughout the world, and is prohibited from copying, decompiling, reverse engineering, disassembling, modifying, or creating derivative works of the Software, the Interpreter Services, or any aspect thereof, and Client agrees that it shall not do so. This provision shall continue to apply after the Agreement ends.
- 12. Relationship of Parties.** The relationship between Volatia and the Client is an independent relationship, and nothing in this Agreement shall be deemed to place the parties in the relationship of employer-employee, principal-agent, partners or joint ventures. Volatia shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Each party shall be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, any employee benefits (if applicable) and other similar taxes, benefits or charges. Neither party is authorized to act as the agent of the other, nor shall either party be bound by the acts of the other.
- 13. Publicity.** Upon Volatia's reasonable request, Client shall provide a written or recorded testimonial regarding Volatia's Services. Any feedback given may be used in VOLATIAS' marketing efforts. Client shall have final approval of all written or recorded testimonials prior to use by Volatia. Volatia may use Client as a contact reference in procurement opportunities to render testimony to its customer service quality and character.

- 14. Confidentiality.** Volatia shall not disclose any information from Client's communications, or any information received from a person as part of a translation, without the specific written consent of Client.
- 15. Assignment.** Either party may assign this Agreement to a successor company without consent, provided that the successor company ratifies and assumes this Agreement in its entirety and prompt notice of the assignment is provided to the non-assigning party. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- 16. Force Majeure.** A party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that party's control if the party makes reasonable efforts to perform. This provision does not relieve Client of its obligation to make all payments then owing when due.
- 17. Limited Warranties.** Volatia shall perform the Services covered by this agreement to Client in a professional manner consistent with industry standards. Volatia makes no other representation, warranty or guarantee, express or implied, of any kind, and Volatia specifically disclaims any warranty or condition of merchantability or fitness for a particular purpose. Client acknowledges that interpretations, translations, and localizations may not be entirely accurate in all cases and that events outside of the control of Volatia may result in uncompleted or interrupted service.
- 18. Entire Agreement.** This Agreement and any exhibits referenced herein constitute the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral.
- 19. Notices.** Any notices permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing. If using e-mail notification, any notices permitted or required by this Agreement shall be deemed made on the day that a read confirmation is received by the sending party from the responding party.

If to Volatia: Volatia Language Network, Inc.
1327 Grandin Road. SW
Roanoke, VA 24015

If to CLIENT: Dinwiddie County Procurement
PO Box 70
Dinwiddie, Virginia 23841
(804) 469-4500
accounting@dinwiddieva.us

- 20. Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and the venue for any dispute arising out of this Agreement shall be the courts serving the City of Richmond, Virginia.

- 21. Headings.** The paragraph headings in this Agreement are for convenience only and do not define, limit, or describe the scope or intent of any of the terms of this Agreement.
- 22. Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.
- 23. Amendments.** This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties.
- 24. No Third Party Beneficiaries.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their successors and assigns. No third party beneficiary rights, or benefits whatsoever, are expressly or impliedly provided herein.
- 25. Counterparts; Facsimile.** This Agreement may be executed in several counterparts, and all counterparts so executed shall constitute one agreement binding on all parties, notwithstanding the fact that all parties have not signed the original or the same counterpart. The facsimile signature of any party to this Agreement or a PDF copy of the signature of any party to this Agreement, whether delivered by e-mail, mail, or personal delivery, for purposes of execution, is to be considered to have the same binding effect as the delivery of an original signature on an original document.
- 26. Compliance.** Each party shall render all Services herein in accordance with applicable federal, state and local laws and regulations relative thereto. Refer also to the Addendum Regarding Qualifications of Personnel.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized agents as of the dates set out beneath their respective signatures.

NAME OF BUSINESS

PRINTED NAME: W. Kevin Massengill

TITLE: County Administrator

SIGNATURE: W. Kevin Massengill

DATE: 1/6/2023 | 7:45 AM EST

VOLATIA LANGUAGE NETWORK, INC.

PRINTED NAME: Baraka Kasongo

TITLE: CEO

SIGNATURE: Baraka Kasongo

DATE: 1/6/2023 | 2:14 PM PST

EXHIBIT A

Phone	Rate	Unit	Minimum	Increment	Cancellation Period	
	\$1.25	Minute	1	1	N/A	
Video	Rate	Unit	Minimum	Increment	Cancellation Period	
	\$1.50	Minute	1	1	N/A	
VPI (Zoom, Google, etc)	Rate	Unit	Minimum	Increment	Cancellation Period	
	\$1.50	Minute	60	30	48	
On-site	Language Tier	Rate	Unit	Minimum	Increment	Cancellation Period
	Spanish	\$75.00	Hour	2	1	48 Hours
	Other spoken Languages	\$85.00	Hour	2	1	48 Hours
	Sign Language (ASL)	\$125.00	Hour	2	1	48 Hours
	*All onsite assignments are subject to mileage charges whenever the interpreter travel distance is greater than 25 miles roundtrip. The mileage is calculated from the interpreter's residence to the worksite facility. The mileage charge will reflect the annual rate established by the IRS.					
Simultaneous Events	Item	Rate	Unit	Minimum	Increment	Cancellation Period
	(Zoom Or Teams)	\$125	Hour	2	1	72 Hours
	In-Person	TBD	TBD	TBD	TBD	TBD
	Project Mgmt.	\$125	Hour	2	1	72 Hours
	Note:					
<ol style="list-style-type: none"> 1. Onsite rates will vary based on location, language, technicality of event, and duration. For this reason, an estimate will be provided in writing prior to the event. 2. All simultaneous events require a minimum of two interpreters per language. You will be invoiced at the rates and terms noted above per interpreter. 3. Onsite events require physical equipment. These are charged based on the scope of the project. An estimate shall be provided in writing prior to the event. Once approved, the cost of the equipment shall be added to the cost for the interpreters and project management expenses. 						
Document Translation	Rate	Unit	Minimum	Increment	Cancellation Period	
	\$0.30	Word	500	1	72 Hours	

Certificate Of Completion

Envelope Id: 51ADFC683E074112AFDCEE7278808B95	Status: Completed
Subject: Volatia Interpreter Services Agreement	
Source Envelope:	
Document Pages: 8	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Hollie Casey
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	hc Casey@dinwiddieva.us
	IP Address: 139.60.228.178

Record Tracking

Status: Original 12/13/2022 12:52 PM	Holder: Hollie Casey hc Casey@dinwiddieva.us	Location: DocuSign
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Signer Events

Signer Events	Signature	Timestamp
William Hefty bill@heftYWiley.com Legal Counsel County of Dinwiddie Security Level: Email, Account Authentication (None)	Completed Using IP Address: 173.53.122.32	Sent: 12/13/2022 12:56 PM Resent: 12/15/2022 09:17 AM Viewed: 12/15/2022 10:02 AM Signed: 12/19/2022 07:11 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dennis Hale dhale@dinwiddieva.us Security Level: Email, Account Authentication (None)	Completed Using IP Address: 174.193.85.21 Signed using mobile	Sent: 12/19/2022 07:12 AM Viewed: 1/4/2023 07:26 AM Signed: 1/4/2023 07:26 AM
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Electronic Record and Signature Disclosure:
Accepted: 1/9/2023 | 08:30 AM
ID: 97347047-0912-48c8-87b5-60de0de43925
Company Name: Dinwiddie County

W. Kevin Massengill kmassengill@dinwiddieva.us County Administrator Dinwiddie County Security Level: Email, Account Authentication (None)	<i>W. Kevin Massengill</i> Signature Adoption: Pre-selected Style Using IP Address: 139.60.228.178	Sent: 1/4/2023 07:26 AM Viewed: 1/6/2023 07:45 AM Signed: 1/6/2023 07:45 AM
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Electronic Record and Signature Disclosure:
Accepted: 4/17/2020 | 03:04 PM
ID: 42c6e72a-b34f-45d6-988d-e9d30e610ed4
Company Name: Dinwiddie County

Baraka Kasongo admin@volatia.com CEO Security Level: Email, Account Authentication (None)	<i>Baraka Kasongo</i> Signature Adoption: Pre-selected Style Using IP Address: 68.226.66.41	Sent: 1/6/2023 07:46 AM Viewed: 1/6/2023 05:14 PM Signed: 1/6/2023 05:14 PM
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Electronic Record and Signature Disclosure:
Accepted: 1/6/2023 | 05:14 PM
ID: e2f6ae53-13b6-47ce-b623-3c0ac82b8ee6
Company Name: Dinwiddie County

Signer Events	Signature	Timestamp
Hollie Casey hcasey@dinwiddieva.us Procurement Officer Dinwiddie County Security Level: Email, Account Authentication (None)	Completed Using IP Address: 139.60.228.178	Sent: 1/6/2023 05:14 PM Viewed: 1/9/2023 09:48 AM Signed: 1/9/2023 09:48 AM
Electronic Record and Signature Disclosure: Accepted: 9/15/2021 08:30 AM ID: fbb6381e-0224-48a7-8dcb-8e325672939f Company Name: Dinwiddie County		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Denice Crowder dcrowder@dinwiddieva.us Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 1/9/2023 09:48 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/13/2022 12:56 PM
Certified Delivered	Security Checked	1/9/2023 09:48 AM
Signing Complete	Security Checked	1/9/2023 09:48 AM
Completed	Security Checked	1/9/2023 09:48 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Dinwiddie County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Dinwiddie County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: hcasey@dinwiddieva.us

To advise Dinwiddie County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at hcasey@dinwiddieva.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Dinwiddie County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to hcasey@dinwiddieva.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Dinwiddie County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to hcasey@dinwiddieva.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Dinwiddie County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Dinwiddie County during the course of your relationship with Dinwiddie County.