

# THE NETWORK



**ReportLine**<sup>SM</sup>

Hotline Services from The Network



PROPOSAL FOR



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## Executive Summary

Hidalgo County has outlined the following goals:

- Provide employees with various methods of reporting unethical and irregular activities in the workplace through an anonymous ethics and compliance hotline
  - Ability to contact a live interview specialist 24x7x365. A dedicated toll-free hotline number is provided specifically for Hidalgo County
  - Ability to utilize a secure web-base self-reporting system
- Receive comprehensive incident and summary reports

In order to achieve these goals, The Network proposes the following approach:

- Utilize The Network's ReportLine 24/7/365 operations combined with high-trained, experienced Interview Specialists to consistently produce organized, actionable incident reports.
- Provide a comprehensive Educational and Awareness Communication Program to promote Hidalgo County ethics and compliance hotline to employees

## About The Network

With 26 years of experience, The Network is uniquely positioned to provide a superior level of service to Hidalgo County. We engineered the first third-party, anonymous hotline in 1982 and today serve over 2,800 organizations in 120 countries representing over 24 million employees worldwide, including nearly half of the Fortune 500. We have built our business on listening and responding to the unique needs of each organization and providing the most powerful suite of services in the industry.

The Network conducts over one million interviews annually through our 180-employee contact center, the Web, and other feedback mechanisms.

The Network employs industry-leading security and operational processes to ensure client data is secure and programs operate smoothly 24/7/365. In recent system security testing, conducted by Foundstone, The Network was rated “A–Highly Secure” on our penetration test. The Network has a thorough business continuity plan that is tested annually. The plan provides for everything from redundant systems and operating capabilities to the complete relocation of our contact center to a backup facility. The Network has Safe Harbor certification and our business operations are SAS 70 certified, further endorsing our operational excellence.

In conjunction with the Chief Security Officer Executive Council and the Association of Certified Fraud Examiners, The Network produces an annual *Corporate Governance and Compliance Hotline Benchmarking Report*. The 2006 report analyzed the number of “actionable” reports our clients receive, with the data showing more than 65% of our hotline reports warrant an investigation, ensuring you will have the data you need to conduct a comprehensive investigation every time.

The Network utilizes a Seibel-based customer support system that allows us to execute and follow up on client requests with speed and accuracy unmatched in the industry. The system provides clients with a means to easily communicate with The Network and conveniently check the status of requests.

## ReportLine At A Glance



### INCIDENT REPORTING

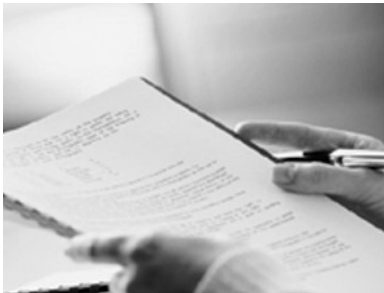
Accessible via any method:

- Phone
- Web
- Fax
- Email
- Mail



### THE INTAKE EXPERIENCE

- Rapid, accurate and professional service
- Custom greeting and closing
- Dynamic scripting tailors each interview
- Real-time Quality Assurance ensures accuracy



### DISSEMINATION & ESCALATION

Rapid, automated notification via any method:

- Email
- Fax
- Mail
- Immediate, system-driven notification of time-sensitive reports 24/7/365



### COMMUNICATION PROGRAM

- Educational and awareness materials in ready-made or custom-made themes
- Pre-launch and continuous education and awareness to promote Hidalgo County ethics and compliance hotline
- Hidalgo County logo and dedicated 800 hotline number included

# THE REPORTLINE ADVANTAGE

## **Overview**

The Network will introduce award-winning ReportLine into your operations, combining our advanced, Link2 technology with highly trained, experienced interview specialists to consistently produce organized, actionable incident reports. Phone interviews will begin with a series of open-ended questions. Then, as information is entered, the Link2 system will suggest questions, allowing the interview specialist to clarify and make changes while the caller is still on the phone.

Once the report is received, the Link2 system will analyze each report and flag any inconsistencies, potential errors or places where additional information is needed. These automated, real-time integrity checks are built into the process to ensure that each report you receive is complete, accurate and compliant with your specific requirements. In addition to automated analysis, The Network will apply another layer of quality assurance using a dedicated quality assurance team.

In addition to calling the telephone hotline, your employees will also be able to report anonymously through our secure, Web-based self-reporting system. The format will follow the flow of ReportLine's highly successful telephonic interview process, but use a simplified and user-friendly interface. The reporting form will require the user to respond to certain critical questions in order to complete the report. After submitting a report, the participant will receive a confirmation number as a receipt.

The system will also allow for management to document reports made through internal channels directly into the Link2 system. Submission via fax and regular mail will also be possible. Regardless of reporting mechanism, Link2 technology will direct all reports into one secure database.

The system will automatically convert information into an organized incident report with critical facts identified at the top and more detailed information organized chronologically below. After incident reports are reviewed for quality, they will be automatically disseminated to the recipients designated by Hidalgo County. Incident reports can be sent simultaneously to different departments in your organization, based on the criteria you specify. The Link2 system will automatically flag critical incident reports for dissemination by our escalation team to notify your designated emergency contacts.

Hidalgo County will receive useful summary reports that analyze incidents and hotline activity, recognize trends and "hot spots," document due diligence, identify corrective actions and aid in the development of future communications, policies and training programs.

## PROPOSED SERVICES

### Service Specifications

To access ReportLine by Telephone:

- Your employees will call Hidalgo County dedicated toll-free number with access throughout the 50 United States, Canada, Puerto Rico and the U.S. Virgin Islands.
- Callers will be immediately greeted in the following ways:
  - Pre-recorded greeting: *“Thank you for calling. For English, please press 1 now.”* (Recorded in English.) *“For Spanish, please press 2 now.”* (Recorded in Spanish.)  
*“The Network’s Ethics and Compliance Hotline is a confidential, third-party option for reporting illegal and unethical activities. We cannot provide advice or offer opinions on workplace issues. Please remain on the line. All calls are answered in the order they are received.”*
  - Live greeting: *“Thank you for calling the Ethics and Compliance Hotline. This is [interview specialist’s name]. Are you calling regarding a previous report or do you wish to file a new report?”*
- Company/location/employee information will be obtained unless the employee decides to remain anonymous.
- The Interview Specialist will explain to the caller what to expect during the call. Phone interviews will begin with a series of open-ended questions. Then, as information is documented, the Link2 system will suggest questions, allowing the interview specialist to clarify and make changes while the caller is still on the phone. Information documented will include:
  - Identification of person(s) involved and their title(s)
  - When the issue occurred
  - Where the issue occurred
  - Details of how the issue occurred
  - How long it has been occurring
  - How often it has been occurring
  - How the caller knows about the issue
  - If there is documentation that would help the company’s investigation
  - Others who have knowledge of the issue
  - If a supervisor has already been notified of the issue
  - What steps, if any, have already been taken to address the issue
- As part of the incident documentation, the interview specialist will assign an incident code based on the primary issue reported by the caller. To ensure accurate and consistent use of incident codes, the Link2 system displays a definition and examples for each of the codes. Interview specialists receive extensive training on proper application of incident codes. ReportLine’s 24 standard incident codes are based on The Network’s nearly 25 years of experience working with anonymous hotlines:
  - Accounting/audit irregularities
  - Conflicts of interest

- Customer relations
  - Discrimination
  - Employee relations
  - Falsification of company records
  - Fraud
  - Fraudulent insurance claims
  - Improper loans to executives
  - Insider trading
  - Kickbacks
  - Policy issues
  - Product quality concern
  - Release of proprietary information
  - Retaliation against whistleblowers
  - Safety issues and sanitation
  - Sexual harassment
  - Substance abuse
  - Theft of cash
  - Theft of goods/services
  - Theft of time
  - Unauthorized discounts
  - Wage/Hour issues
  - Workplace violence/threats
- Real-time quality assurance will take place during the interview, as the Link2 system monitors information intake. The report cannot be completed until every data requirement is met.
  - The interview specialist will confirm the caller is satisfied that all the information they called to report has been conveyed. Callers who give their names will be provided a report number and asked to call back if they have information they wish to add to their report. The interview specialist will conclude the call by saying: *“We appreciate your call. Since you have provided your name and contact information, your company now has the option to contact you should they have questions or require additional information. Allow me to give you a report number as a record of your call today; your report number is [XXXXXX]. You will need this number if you call back to add information to this report.”*

Anonymous callers will be given a report number to reference in subsequent calls and will be asked to call back two weeks from the date of their call. The interview specialist will conclude the call by saying: *“We appreciate your call. Allow me to give you a report number. Do you have a pen? Your report number is [XXXXXX]. Please call us back on [Date] with the report number in order to see if the company has any additional questions to ask.”*

### **ReportLine Process By Web:**

Individuals wishing to file a report will log on to the Web form. The Welcome screen will display:

- A message regarding confidentiality of the data and the ability of the individual making the report to provide his or her name or remain anonymous. A link to a Privacy Policy will be provided for more information regarding confidentiality.

- Instructions for completing the report. The individual will be advised to complete all screens and provide all required information. Required information will be identified in bold type and set off by a symbol.
- The web forms are designed to collect accurate and detailed information asking all of the questions that a live Interview Specialist would.
- Information regarding reporting emergencies. The individual making the report will be advised to contact emergency services should they need to report a critical situation.
- Information about how to access assistance with their report. The individual is advised that the best and easiest way to report concerns is through calling the hotline where a specially trained operator will confidentially document their concerns and make sure all important details are included.

The Web reporting system will offer your hotline participants the option of reporting issues in the following languages:

- English
- Chinese
- Dutch
- French
- French Canadian
- German
- Italian
- Japanese
- Korean
- Malay
- Portuguese
- Russian
- Spanish
- Thai
- Vietnamese

## Dissemination and Escalation

Standard incident reports will be disseminated within an average of two hours. All reports are guaranteed dissemination within one business day via e-mail to all designated recipients.

Our dedicated dissemination team will monitor all dissemination activity to ensure the successful transmission of all incident reports.

Reports requiring escalation will follow a different dissemination process. We will immediately call your designated personnel if we receive an incident report that meets the following criteria:

- Threat or harm to employees, customers or operations
- Any significant incident projected to reoccur within 24 hours

If one of the following ten incident codes is assigned to a report, the interview specialist will automatically be prompted to ask if the incident will happen again within the next 24 hours. If the caller believes it will, then escalation will automatically be triggered. Those incident codes are:

- Falsification of Company Records
- Fraud
- Fraudulent Insurance Claims
- Kickbacks
- Release of Proprietary Information
- Substance Abuse
- Theft of Cash
- Theft of Goods/Services
- Product Quality Concern
- Workplace Violence/Threats

The interview specialist or our quality assurance team can also override the Link2 system and designate a report for escalation at their discretion. These reports will be checked by the escalation team prior to escalating. Once a report designated for escalation is complete, it will automatically be relayed to our dedicated escalation team for immediate notification of the designated person. The Link2 system provides the escalation team with the list of the best three emergency contacts that you provide, which contains: (1) The contacts' telephone numbers (pager, work, cell and home); (2) Information as to where the contacts can be reached during business hours, holidays and weekends, and (3) The order in which the contacts should be called.

The escalation team will use the following escalation process:

- Calls will be made to the first contact within an average of 15 minutes of completion of the report by calling pager, work, cell and home numbers.
- If the first contact cannot be reached, a message will be left and the same procedure will be followed for the two additional contacts.

*Our dedicated dissemination team will monitor all dissemination activity to ensure the successful transmission of all incident reports.*

- Once a contact is reached, a summary of the report can be read, e-mailed or faxed and the escalation of the Incident Report will be complete.
- Escalated Incident Reports will also be disseminated via e-mail to your designated contacts through the normal dissemination process. (On the incident report, a priority level of “1” will designate a high priority report that has been escalated.)

## **Comprehensive Summary Reports**

Each month your designated contacts will receive Summary Reports via e-mail as a PDF attachment.

Summary Reports will include:

- **Executive Summary Report:** This report will show the total incidents for the month and year-to-date tabulated by type and frequency, the percentage of issues that were previously reported to a manager and an issue type summary showing the number of calls per incident code. As a means of trend analysis, these percentages are also reported using ReportLine’s entire client base (“Market”). The top ten issues will be shown in a graph.
- **Activity Report:** This report will detail all call activity for the month by location and type of concern reported, including call location (city and state), report number and date, if the incident was previously reported to management and a brief summary of the incident (incident code, caller name and name of the reported individual).

## **Case Management**

The Link2 system’s Web-based Case Management system will allow you to document all activities in a single, centralized database. It will help you oversee investigations, manage workflow and track trends across your organization. The system puts you in control allowing you to manage certain aspects of user profiles, reset passwords and reactivate users. It will also provide you with a historical record of your investigation – from initial notification through final resolution. Case Management from The Network offers the flexibility to be adapted to any organization while providing a standard process to collect and report on the information you receive.

The ability to customize the Case Management system provides Hidalgo County with control over how information is captured and reported. The Case Management Administrator for Hidalgo County will have the ability to customize the system to capture, organize, report and analyze the data in accordance with your specific requirements. Other users within your organization will be able to view and populate the system fields, but will not have the rights to change the fields themselves.

# REPORTING PORTAL

## Overview

The Network's robust reporting solution blends state-of-the-art features with an easy-to-use interface and provides you with the tools necessary to run detail reports as well as conduct data mining. With reporting tools and analytics, you have:

- Online access to critical program data
- Rich graphical interface that helps users interpret data and analyze trends
- Drill-through capabilities allowing user to move from a summary report to a detail report with just a few clicks
- The ability to quickly review and report on the information you need to monitor the program, evaluate results and trends, and make necessary adjustments.

In addition, users will have the ability to select pre-written standard reports, apply filters to those reports and produce reports for print or electronic distribution.

## Specifications

With the Reporting Portal Web site, you have instant access to report folders, reports, user guides, and e-mail links to support and feedback. The report folders contain the most standard reports in the industry. Access to reports is defined by the user's rights to data, the user's role in Link2 and by the group that has been established for the client within the reporting portal.

## Standard Reporting

- **Activity by Incident Type Summary with Geographic Filters** – This report provides graphical representation with the ability to compare counts from one up to four custom date periods relating to the activity for original reports subtotaled by Incident Type. This report may be grouped and/or filtered by Program, City, State, Country and Top Incident Types. The chart is linked to the tabular report that provides the counts and percentages used to generate the chart. The counts are linked allowing you to drill through to the Activity Report.
- **Activity by Incident Type Summary with Hierarchy/DBA Filters** – This report provides graphical representation with the ability to compare counts from one up to four custom date periods relating to the activity for original reports subtotaled by Incident Type. This report may be grouped and/or filtered by Program, Hierarchy 1-5, DBA and Top Incident Types. The chart is linked to the tabular report that provides the counts and percentages used to generate the chart. The counts are linked allowing you to drill through to the Activity Report.
- **Activity Report with Geographic Filters** - This report provides incident detail for original reports for the custom time period selected.

This report may be grouped and/or filtered by Incident Type, City, State, Country and Entry Method. The Report Numbers are linked allowing you to drill through to the Incident Details Report. The Caller and Location IDs are linked allowing you to render a new Activity Report

- **Activity Report with Hierarchy/DBA Filters** - This report provides incident detail for original reports for the custom time period selected. This report may be grouped and/or filtered by Incident Type, Hierarchy 1-5, DBA and Entry Method. The Report Numbers are linked allowing you to drill through to the Incident Details Report. The Caller and Location IDs are linked allowing you to render a new Activity Report
- **Activity Report with Location ID Filter** - This report provides incident detail for original reports for the custom time period selected. This report may be grouped and/or filtered by Incident Type, Location ID and Entry Method. The Report Numbers are linked allowing you to drill through to the Incident Details Report. The Caller and Location IDs are linked allowing you to render a new Activity Report
- **Anonymity Summary Report with Geographic Filters** - This report provides graphical representation with the ability to compare counts from one up to four custom date periods relating to anonymity of the reporting party. This report may be grouped and/or filtered by Program, City, State, Country and Incident Type. The chart is linked to the tabular report that provides the counts and percentages used to generate the chart. The counts are linked allowing you to drill through to the Activity Report.
- **Anonymity Summary Report with Hierarchy/DBA Filters** - This report provides graphical representation with the ability to compare counts from one up to four custom date periods relating to anonymity of the reporting party. This report may be grouped and/or filtered by Program, Hierarchy 1-5, DBA and Incident Type. The chart is linked to the tabular report that provides the counts and percentages used to generate the chart. The counts are linked allowing you to drill through to the Activity Report.
- **Incident Details Report** - The incident report will allow you to review incident detail similar to the PDF incident reports that you receive in e-mail today. Going directly to this report will allow you to review one incident at a time by searching by the incident number.
- **Total Call Summary with Geographic Filters** - This report provides graphical representation with the ability to compare counts from one up to four custom date periods relating to the activity for original reports, callbacks and general inquiries. This report may be grouped and/or filtered by Program, City, State, Country and Entry Method. The chart is linked to table summaries of original, callback and general inquiry sub activity detail. The counts are linked allowing you to drill through to the Activity Report.

- **Total Call Summary with Hierarchy/DBA Filters** - This report provides graphical representation with the ability to compare counts from one up to four custom date periods relating to the activity for original reports, callbacks and general inquiries. This report may be grouped and/or filtered by Program, Hierarchy 1-5, DBA and Entry Method. The chart is linked to table summaries of original, callback and general inquiry sub activity detail. The counts are linked allowing you to drill through to the Activity Report.

# EDUCATIONAL AND AWARENESS COMMUNICATION PROGRAM

## Overview

Your employees are your company's strongest defense against illegal and unethical activity. Providing a hotline helps your company identify and respond to potentially damaging issues. A comprehensive employee awareness and education program is essential to a successful Ethics and Compliance program. Your employees need to know an Ethics and Compliance program exists and understand from management the purpose and tools of the program. The Network provides all the tools you need for a comprehensive feedback and communication program.

For 25 years, The Network's mPower Communications agency has helped organizations of all sizes create engaging communication campaigns to inspire, educate and motivate. We view a successful campaign as a continuous loop. Unlike other agencies that may end the engagement once a campaign is launched, mPower Communications works with you every step of the way and continues to do so even after the campaign has launched – monitoring progress and fine-tuning your campaign to meet your organization's goals. Our award-winning agency uses a proven 5 step engagement process to ensure your program gets results.

- Step 1: Consults and defines goals and objectives to understand your needs
- Step 2: Discovers your organizational culture by focusing on your employee population
- Step 3: Maps out a plan by evaluating communications tools and industry best practices
- Step 4: Creates a strong campaign based on information gathered
- Step 5: Calculates program results and introduces refinements to keep your program growing

## ReportLine Program Investment

One-time Set-Up Fee.....	\$967.50
Annual Fee.....	\$6,800
<i>(Includes Web Intake and Ad-Hoc Reporting Portal)</i>	

*\*Annual Fee is for employees and general public / non employees. Annual service fee includes up to 170 original Incident Reports per year. Original reports over 170 will be invoiced at \$35.00 per report. This also includes 150 General Inquiry Calls (referrals, wrong numbers, etc.). General Inquiry calls above that number will be invoiced at \$4.00 per call.*

## ReportLine Program Agreement and Terms

This Agreement for Program Services (the "Agreement"), dated September 10<sup>th</sup> 2009 (the "Effective Date"), is between The Network, Inc. ("Provider" or "The Network"), located at 333 Research Court, Norcross, GA 30092, and Hidalgo County ("Client"), located at 100 N. Closner Blvd. Edinburg, TX 78539.

### **A. Services**

The parties agree that Provider will provide Hotline Program Services (the "Services") for Client pursuant to the terms of the description of services and fees shown herein.

### **B. Use of Hotline**

ReportLine is offered as an option for employees and former employees to report any illegal and unethical activity that causes loss or harm to a company, its employees, or customers. Client will present ReportLine as an option for reporting these incidents to an independent third party, should an individual feel uncomfortable with reporting such incidents directly to people at the Client.

### **C. Effective Date and Term**

Provider will perform the Services from the Effective Date through 10/1/10 (the "Term"). This Agreement will automatically renew for successive twelve (12) month periods unless earlier terminated in accordance with this Agreement.

### **D. Termination**

This Agreement may be terminated by either party (a) in the event of a "Default" after the expiration of notice and cure periods; or (b) by either party without cause upon forty-five (45) days' advance written notice to the other party. Following such expiration or termination, Client will immediately return to Provider or destroy all materials in its possession, custody or control, which promote or describe the Services.

### **E. Confidential Information**

1. Confidentiality. Each party will maintain the confidentiality of "Confidential Information" by not using or disclosing it or otherwise making it available except to its partners and as necessary to carry out the purposes of this Agreement for however long the information remains a Trade Secret, as defined under Georgia law, or for a period of three (3) years after the termination of this Agreement for Confidential Information which is confidential but does not constitute a Trade Secret. "Confidential Information" means any information (a) identifying a hotline caller or the content of his/her call or contained in a Client-provided database used in processing calls (the "Client Data"); (b) related to the Services which is not otherwise available to the public, including either party's product development information or plans for future products or services, or (c) identified as confidential by Provider or

Client. In addition, each party agrees to maintain the confidentiality of any Confidential Information received from the other party, at least to the same extent and manner as the recipient party protects its own confidential information, and in no event using less than a reasonable standard of care.

2. Data Retention and Aggregation. All Incident Report data is retained for a period of twelve (12) months from the date of the original Incident Report. With the exception of selected data, after this period all Incident Report data is purged. Selected Incident Report data is archived for billing purposes, and may be aggregated for statistical reporting and benchmarking purposes. Such aggregation shall be done in a manner that neither the Client nor Client Data can be reasonably identified. Once report data has been archived, it cannot be restored to its original form.

3. Data Processor. For purposes of all applicable laws relating to data privacy, personal data, transborder data flow and data protection (collectively, "Privacy Laws"), the parties acknowledge and agree that as between the parties, Provider will be and remain the processor of the Client Data and Client will be and remain the owner/controller of the Client Data, and nothing in this Agreement will restrict or limit Client's rights or obligations as owner/controller of the Client Data for such purposes.

## **F. Audits**

Client will have the right, with 45 days advance written notice, to conduct an annual audit to verify that Provider is providing the Services detailed herein and that adequate processes and controls are in place to ensure the integrity and security of Client's data. Such audit may include the review of relevant systems, security (both physical and system security), Client reports, and compliance with pertinent laws and regulations.

## **G. Intellectual Property**

Each party mutually reserves, and agrees to recognize, respect and preserve any and all intellectual property rights the other party has or may be entitled to claim in any Created Works. "Created Works" are defined as all works in any medium which are authored, co-authored, developed, refined, completed, obtained, owned or possessed by the party, including all copyrights, trademarks, service marks, and patents which apply thereto, and any derivative work based thereon. Provider's Created Works include, but are not limited to, its posters, brochures, flyers, and other documents that promote the availability of Provider's services, hotline number, and/or website to Client's employees and others. Client agrees that any use of any of Provider's trademarks will inure solely to the benefit of Provider and that Client will not at any time acquire any rights in Provider's trademarks.

## **H. Default**

Any of the following will constitute a "Default" under this Agreement:

1. A breach of a material covenant of this Agreement which continues without cure for a thirty (30) day period after either party's receipt of written notice thereof; or
2. The filing of a petition for bankruptcy by a party, the insolvency of a party, or the filing of an involuntary petition for bankruptcy against a party will entitle the other party, upon twenty-four (24) hours written notice, to terminate this Agreement; or
3. Client's failure to perform its payment obligation.

#### **I. Representations and Warranties**

1. The Parties represent and warrant to each other that:
  - a. The execution, delivery and performance of this Agreement by each Party (i) has been duly authorized by that Party, (ii) will not conflict with, result in a breach of or constitute a default under any other agreement to which that Party is bound, and (iii) that Party has obtained all applicable authorizations and consents required in connection with its performance under this Agreement;
  - b. Each Party is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the transaction of business of the character transacted by it, except where the failure to be so licensed, authorized or qualified would not have a material adverse effect on that Party's ability to fulfill its obligations under this Agreement; and
  - c. Each Party is in compliance with all laws applicable to its business and operations including international data privacy laws.
2. Disclaimer of Warranties. Except as expressly provided herein, neither Party makes any warranty of any kind whether express, implied statutory, or otherwise. Each Party hereby specifically disclaims all implied warranties, including any warranty of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law.

#### **J. Indemnity**

Each party (the "Indemnitor") will indemnify and hold harmless the other party (the "Indemnitee") from and against any and all claims, damages, demands, actions, losses, costs and expenses, including attorney's fees reasonably and actually incurred ("Claims") arising out of or related to the performance or non-performance by the Indemnitor (except for Claims caused by the negligence or willful misconduct of the Indemnitee), or the Indemnitor's material breach of its obligations under this Agreement.

#### **K. Limitation of Liability**

The parties agree that in no event will they be liable to each other for any indirect, incidental, special, exemplary, punitive or consequential damages, including loss of profits, business, revenue, goodwill, data, or use, whether in an action in contract, breach of warranty or tort, strict liability or negligence. In no event will Provider's liability to Client ever exceed all amounts payable by Client under this Agreement during the then current annual term, regardless of the form of action, whether in contract, negligence, tort or otherwise.

#### **L. Disclaimer**

Provider will utilize good faith efforts to perform the Services, although Provider will not be liable for the mistakes or errors in the performance of the Services unless they are caused by the negligence or willful misconduct of Provider. Provider will not be responsible for the verification or review of the accuracy, relevance, or legality of information contained in reports of hotline calls provided to Client and Client waives any claim related thereto.

#### **M. Notice**

Any notice required or allowed under this Agreement will be in writing to the addresses shown in this Agreement and will be deemed given or made on the date delivered.

Designated location for notice:

The Network, Inc.  
333 Research Court  
Norcross, GA 30092  
Attn: Mr. Jim Ganley

Hidalgo County  
100 N. Closner Blvd.  
Edinburg, TX 78539  
Attn: Evangelina Garcia

#### **N. Payments**

Budget is valid for 90 days from date of proposal. Payments are due net 30 upon receipt of invoices. Total Budget will be invoiced upon proposal acceptance. The Annual Renewal Package Fee will be invoiced annually 60 days prior to the renewal date. Education and Awareness Materials' shipping and handling fees will be invoiced upon delivery to client.

#### **O. Collection and Disputes**

Client agrees to pay Provider according to the terms on the invoices. Amounts not paid within thirty (30) days after the date of invoice will be considered past due. On past due accounts, Client agrees to pay a finance charge on any unpaid balance in the amount of 1.5% per month. Provider will be entitled to recover any cost of collection, including reasonable attorney fees.

#### **P. General**

1. Governing Law. This Agreement is governed by the laws of the State of Georgia, without reference to its choice of law provisions. Each party hereby consents to the jurisdiction of any federal or state court within the State of Georgia, USA.
2. Severability and Waiver. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect. A specific waiver by either party of any of the terms and conditions of this Agreement will not constitute a waiver of the same or other provisions of the Agreement at any time in the future.
3. Approvals. Any approvals required by either party to this Agreement will not be unreasonably withheld.
4. Force Majeure. Neither party will be responsible for any damage or delay which is caused by an Act of God, government regulation, disaster, fire, flood, war, or civil disorder which is beyond the control of either of the parties to this Agreement, and which makes it illegal or impossible to perform the Agreement or any of its terms.
5. Injunctive Relief. Either Party may seek interim or permanent injunctive relief to enforce or protect its intellectual property rights or its rights under Section E or Section G.
6. Counterparts. This Agreement may be signed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
7. Relationship of the Parties. The parties acknowledge that in performing their obligations, each is acting as an independent contractor. The parties do not intend to create any employment relationship, and nothing in this Agreement will be construed to make either Party an employee of the other.

## Q. Terms

The following is important information either provided by Client or assumed by Provider in order to develop a budget and prepare for efficient implementation of the proposed service. ***Any and all revisions, additions or deletions to these terms may result in a revised budget and/or implementation timeline.***

### ReportLine Service Terms:

The number of employees calling Provider from North America (U.S., Canada, Puerto Rico and U.S. Virgin Islands) is 3,000 to 4,000.

Provider's ability to translate calls is subject to Tele-Interpreters' translator availability.

Program period: 10/2/09 – 10/1/10

**Schedule of Deliverables:** Once Provider has received a signed Agreement for the Services and all information to be supplied by

Client, the Service will be implemented within a two to four week time period.

In order to receive incident and monthly summary reports in PDF format, Client must have access to, or gain access to, Adobe Acrobat Reader software prior to program set-up. Provider can provide Client assistance in gaining access to Adobe Acrobat Reader software if necessary.

**Case Management System Terms:**

Use of Case Management System includes up to 200Mb of file attachment storage per year. Provider will notify Client when usage is within 5% of 200Mb. Each attached file may be up to 5Mb in size, and may include all common file types with the exception of executable files. Unless Provider is notified otherwise, every licensed Case Management System user will have the ability to add attachments, but only Super Users (if applicable) will have the ability to delete attachments. Attached documents will be stored in accordance with Client's data retention period.

**Education and Awareness Terms:**

The number of locations is: 85 departments, 4 precincts

The number of employees per language is:

English	4,000
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Quantities over that immediately required by the number of locations or employees may have been budgeted to ensure material availability for new employees, lost or damaged material and/or unforeseen needs.

Creative charges include applicable development research, copy writing, translation, use of Provider's copyrighted art and language, new artwork, graphic design, typesetting, one black and white proof, one set of proof changes, digitizing and colorization of artwork.

Production charges include proofreading, film or mechanical, stat work/logo scanning, press plates, color keys, trimming, folding and packaging.

Whenever possible, budgets are based on printing materials all at once to achieve the lowest possible costs. As such, budgets, as well as delivery dates are contingent upon Client meeting their respective production deadlines.

**Schedule of Deliverables:** Once Provider has received a signed Agreement and all information and content required, Education and Awareness materials will be delivered to Client within 4-6 weeks. Materials and/or content required for subsequent monthly materials will be due a minimum of 4 weeks prior to desired delivery date.

**R. Entire Agreement**

This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any kind and every nature between them pertaining to such subject matter.

**IN WITNESS WHEREOF**, the duly authorized representatives of each of the parties hereto have executed this Agreement as of the day and year first written above.

**Provider: The Network**

**Client: Hidalgo County**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## ReportLine Program Timeline

Due Date	Event/Task Description	Who
TBD – at least 2-4 weeks prior to start date	Signed agreement to The Network	Hidalgo County
TBD – at least 2 weeks prior to program start date	Dissemination, contact and other information for program set-up to The Network	Hidalgo County
TBD – at least 1 week prior to program start date	Location Database to The Network	Hidalgo County
45-60 days prior to start date for each international phone line (based on telephone service provider)	International calling options determined	The Network and Hidalgo County
TBD – always on a Friday	Program Live (start) Date	The Network
TBD – First month after program start date (this is a <b>calendar</b> month, not a program month)	First Month's Management Summary Reports	The Network
TBD – as needed, at least 5 business days notice required	Escalation Information Updates	Hidalgo County and The Network
TBD – as needed, at least 5 business days notice required	Dissemination and Location Database Information Changes	Hidalgo County and The Network
TBD – as needed, at least 24 hours (business day) notice required	Location Database Information Updates (standard only)	Hidalgo County and The Network
45 days prior to program year-end renewal date	Annual Program Evaluation and Renewal	Hidalgo County and The Network