



## Statement of Work AlertLine® Hotline and Case Management Services

This Statement of Work ("SOW") is made and entered \_\_\_\_\_, 2011 (the "SOW Effective Date") by and between Global Compliance Services, Inc., a Delaware corporation, having its principal place of business at 13950 Ballantyne Corporate Parkway, Charlotte, NC 28277, and on behalf of itself and its subsidiaries (collectively, "GCS"), and Lexington-Fayette Urban County Government, a Kentucky urban county government, having its principal place of business at 200 East Main Street, Lexington, KY 40507 ("Client"). This SOW is incorporated by this reference into the Master Services Agreement ("MSA") agreed to among the parties of even date. Words in initial capital letters not defined herein shall have the meaning set forth in the MSA. Any references to the SOW include the following Attachments: 1 (Services), 2 (Fee Terms) and 3 (Country-Specific Telephony Service).

In consideration of the mutual covenants and conditions contained in the MSA and this SOW, and intending to be legally bound, the parties agree as follows:

### 1.0 Definitions.

1.1 "Administrative User(s)" means a person or people designated by Client for permitted access to the Case Management Application to (a) perform administrative functions, including, without limitation, the ability to add new users, modify user profiles and delete user profiles and (b) review, search for, submit and e-mail Reports for follow-up, investigation and/or case management.

1.2 "AlertLine System" means GCS' AlertLine® telephone and website reporting system.

1.3 "AT&T" refers to AT&T Corp., a New York corporation and its affiliates and subsidiaries authorized to provide AT&T services.

1.4 "Case Management Application" means GCS' web-based Report management application that is part of the AlertLine System.

1.5 "Client Data" means Reported Information, information resulting from investigations of Reported Information and any other forms, records, files, data and other materials derived from such information and all updates and additions that are stored by Client in the Case Management Application.

1.6 "Communication Connectivity" means in the aggregate to the functionality of the Telephony Options, Internet Access, Landline Communication and Mobile Communication to access Client's AlertLine System phone line or website

1.7 "Initial Term" means the period of time commencing on the SOW Effective Date and ending 12 months thereafter.

1.8 "Internet Access" means a user's ability to use an international network, consisting of independently managed and owned regional networks that use the TCP/IP protocols and a shared naming system to permit the user to transmit and exchange data and communicate with other Internet websites, including, without limitation, client's AlertLine System account.

1.9 "Investigator(s)" means a person or people assigned by an Administrative User to investigate Reported Information.

1.10 "IntegrLink Portal" means GCS' web-based compliance program dashboard customized to each user's roles and responsibility to provide a summary of all Client compliance program activity, including (a) quick links to frequently taken actions; (b) at-a-glance summary and activity reports; (c) alerts; (d) program metrics; (e) a list of newest Reports; (f) outstanding tasks; and (f) other tools for the generation of reports and benchmarking analysis.

1.11 "Landline Communication" means a telephone line which travels through a solid medium, either metal wire or optical fiber, as distinguished from Mobile Connectivity. Landline is also known as "land phone", "main line" or "fixed line."

1.12 "Mobile Communication" means a telephone communications that use, in part, mobile cellular telephone lines where transmission is via radio waves. Mobile Connectivity devices are referred to as "mobile phones" and/or "cell phones." Mobile/Cell Phones connect to cellular networks owned by regional providers. The providers of the cellular networks connect to other regional networks using Landline Connectivity and/or Mobile Connectivity

1.13 "Personal Data" means any information that identifies or could identify a natural person, whether directly or indirectly, in particular by reference to a job title, identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.

1.14 "Renewal Term(s)" means twelve-month successive terms following the Initial Term.

1.15 "Report" means a document prepared by GCS detailing the Reported Information provided by a Reporter who has called Client's AlertLine System phone number.

1.16 "Report Recipient(s)" means the person or people designated by Client to receive emailed Reports or emailed notices that GCS has uploaded a Report to Client's Case Management Application account.

1.17 "Reported Information" means information submitted by a Reporter, including information about or related to Client, its officers, directors, employees, agents, vendors or any other person or aspect of Client's business or operations, including, without limitation, Personal Data.

1.18 "Reporter" means an employee using the AlertLine System to provide information.

1.19 "Services" means, for the purposes of this SOW, the services to be provided by GCS through the AlertLine® System, Case Management Application and IntegrLink Portal.

1.20 "Term" means the Initial Term and all Renewal Terms.

1.21 "Website Report" means Reported Information submitted by a Reporter using Client's AlertLine System website.

**2.0 Term.** Unless earlier terminated according to the terms of the MSA, this SOW shall remain in effect for the Initial Term and thereafter automatically renew for successive Renewal Terms unless either party notifies the other in writing of its intent not to renew the SOW at least sixty (60) days prior to the end of the Initial Term or any Renewal Term.

### **3.0 AlertLine System General Terms and Conditions.**

**3.1 Ownership of Toll-Free Numbers.** If applicable, any domestic or international toll-free telephone numbers assigned by GCS to Client for Client's exclusive use during the Term or provided by Client to GCS for the purpose of GCS' provision of the Services shall be held by GCS for the benefit of Client. Upon termination or expiration of the SOW, if requested by Client, GCS shall transfer ownership of the domestic toll-free number(s) to Client upon receipt of an administrative processing Fee of seven hundred and fifty dollars (\$750) per number.

**3.2 Customer Responsibilities.** Client shall not knowingly or willfully use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with GCS' provision of the Services to Client and GCS' other customers. Client shall be responsible for (a) maintaining the security of account access passwords, including the usernames and passwords of Designated Users and Investigators to prevent unauthorized third parties from accessing the Case Management Application and (b) enforcing appropriate security procedures amongst Designated Users and Investigators to prevent unauthorized and/or unintended disclosure of Personal Data or Reported Information. Client shall reimburse GCS for all reasonable costs incurred as a result of Client's failure to implement the requirements of this Section 3.2.

**3.3 Ownership of Information.** Client Data is Client's exclusive property. GCS shall use Client Data only in furtherance of the Services or as otherwise permitted under the MSA or this SOW. During the Term, if Client desires, Client may store Client Data in the Case Management Application or download the data to Client's own systems or delete certain data from specific fields in the Case Management System. For aggregate transfers of Client Data during the Term or following the Term, upon Client's request, GCS will provide Client with a written quote for the transfer based upon the format and size of the Client Data to be transferred.

**3.4 Anonymity.** The integrity of all anonymous hotlines is based upon a potential Reporter's expectation that their anonymity will be maintained if requested. To the extent permitted under applicable law, GCS will use its best efforts to maintain the anonymity of Reports requesting to remain anonymous or who otherwise elect not to provide any identifying information. If a Reporter requests anonymity, Client agrees not to ask GCS to discover or disclose any information about the Reporter or to provide any information pertaining to a Reporter's racial or ethnic identification, gender or other identifying information that may have been provided during a call or speculated by the call center specialist based upon the sound of a Reporter's voice. GCS protects the identity of its call center specialists and does not provide any third party with access to a call center specialist for follow-up questioning or other communication concerning any Report unless legally required to do so.

### **4.0 Responsibility for Data.**

**4.1 Deletion of Reported Information.** Client shall have sole responsibility for retaining or directing the deletion of any Report, Web-based Report or Reported Information residing on the Case Management Application in accordance with applicable laws. GCS shall have no responsibility, liability or obligation with respect to Reported Information or Client Data that (a) Client or a Client agent or employee has deleted or otherwise sanitized from any Report or Web-based Report stored on the Case Management Application or (b) that GCS has voided or otherwise destroyed at Client's direction.

**4.2 Requests.** GCS will promptly notify Client, unless prohibited by law, if it receives any requests from an individual with respect to Personal Data about that individual, including requests for access or rectification. GCS shall not respond to any such requests absent Client's authorization or unless required by law to do so.

**4.3 Data Breach.** GCS will promptly notify Client of any facts known to GCS concerning any accidental or unauthorized disclosure of Personal Data or other Confidential Information by any current or former GCS employee, subcontractor or other third party. In the event of an accidental or unauthorized disclosure of Personal Information, GCS shall cooperate fully with Client, including (a) cooperating with relevant data protection or other authorities; (b) assisting with the provision of breach notifications where required; and (iii) analysis of the disclosure event and implementation of procedures and/or technology to prevent future unauthorized disclosures.

**4.4 Audit Assistance.** GCS will assist and support Client with any investigation or audit by a data protection or other similar regulatory authority with respect to the collection, protection and storage, use and disclosure of Personal Data.

**5.0 Fee Terms.** Fees and invoicing terms are set forth in Attachment 2 (Fee Attachment).

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This SOW has been entered into by the duly authorized representatives of each of the parties and is entered into as of the Effective Date.<sup>1</sup>

Global Compliance Services, Inc.

Lexington-Fayette Urban County Government

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

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

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

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

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

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

Arrived in Contracts Department: \_\_\_\_\_

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<sup>1</sup> **NOTE:** Regardless of the "SOW Effective Date" reflected in the introductory paragraph, GCS shall not be obligated to, nor shall GCS commence, any implementation of the Services until this SOW is returned to GCS, fully executed and without redlined changes. Pursuant to the MSA, Section 12.10, executed documents may be emailed to: [contracts.department@globalcompliance.com](mailto:contracts.department@globalcompliance.com).

## **SERVICES**

### **1.0 AlertLine System Implementation.**

- 1.1 **AlertLine System.** GCS will setup, maintain and make available the AlertLine System for receipt of information from Reporters who wish to report allegations of misconduct or wrongdoing concerning any aspect of Client's business or operations.
- 1.2 **Implementation.** Promptly upon Client's submission to GCS of a fully-executed SOW (and MSA if one is not already in effect), GCS shall provide to Client a program data template to be completed by Client and returned to GCS. The program data template collects the information required in order for GCS to determine Client's requirements for GCS' implementation of the Services. Based upon Client's requirements as set forth in the program data template, GCS will setup the types of allegations, guidelines, contacts, locations, reporting protocols and other information necessary for GCS to begin receiving calls to Client's AlertLine System telephone number(s), preparing and forwarding Reports, forwarding Web-based Reports and making the Case Management Application available for Client's use.
- 1.3 **Allegations.** The AlertLine System Services include a set of standard allegations, allegation classifications, and allegation definitions for use with Client's AlertLine System Account. In completing the program data template, Client may direct that certain standard allegations be disabled and/or that GCS provide Client with customized allegations for use with or instead of GCS' standard set. For customized allegations not detailed in this SOW, Client and GCS shall execute an addendum setting forth the agreed upon customization and associated Fees.
- 1.4 **Telephone Numbers and Greetings.** In consultation with Client, GCS shall make available proprietary, client-specific calling options as directed by Client. GCS shall provide a standard greeting for Client's AlertLine System number. For customized greetings not detailed in this SOW, Client and GCS shall execute an addendum setting forth the agreed upon customization and associated Fees.
- 1.5 **Activation.** In general, GCS shall activate Client's Service within four (4) weeks of receiving Client's fully completed program data template, provided payment for Services has been received as set forth in Attachment 2 (Fee Terms).
- 1.6 **Services Availability.** The AlertLine System telephone call center will be staffed and available twenty-four (24) hours per day, seven (7) days per week and three-hundred sixty-five (365) days per year. The AlertLine System website reporting Services and the Case Management Application shall be available on a similar basis, subject to scheduled maintenance hours which GCS shall communicate to Client no less than three (3) days in advance. GCS schedules routine maintenance during hours that, on average, have historically low usage of the AlertLine System website reporting Services.
- 1.7 **Training.** At Client's request, and within ninety (90) days after GCS activates Client's AlertLine System account, GCS shall provide to Client, at a date and time agreed to by Client and GCS, up to three (3) hours of online Webex training for instruction on the use of the Case Management Application.

### **2.0 Telephone-based AlertLine System Reporting.**

- 2.1 **Personnel.** GCS will provide skilled, trained and experienced personnel to interview and debrief Reporters, document Reported Information and prepare detailed Reports of each call to Client's designated AlertLine System telephone number.
- 2.2 **Call.** During a call to Client's AlertLine System telephone number, the GCS communication specialist taking the call shall conduct the call according to the protocol agreed-upon with Client during the implementation process. Before ending the call, the GCS communication specialist shall provide the Reporter with a Report Control Number and PIN code for use in following up on the Reporter's call to see if Client has a statement, comments or a request for additional information. The communication specialist will provide the Reporter with a date on which the Reporter should call back to see if Client has a response concerning the Reported Information.
- 2.3 **Initial Report.** Following a call, the GCS communication specialist who participated in the call will prepare a Report detailing the Reported Information and categorizing the Reported Information to one or more of Client's designated allegation categories. Then, the communication specialist shall assign the Report a primary allegation category based upon the most serious allegation made during the call. Initial Reports shall be assigned one or more allegations categories from which a primary Allegation category will be determined. Reports are categorized based upon the assigned primary allegation according to Client's standard protocol agreed upon during implementation or based upon GCS' standard categories and associated protocol:
  - a) **Priority A:** An initial Report that may require Client's immediate action, defined by GCS to be an allegation of threat to a person or people, property or the environment. For Priority A Reports, GCS provides immediate notification, by telephone, to Client's designated coordinator or alternates when necessary, prior to uploading the completed Report to Client's Case Management Application account and providing notice of the Report to Client's Report Recipient(s).
  - b) **Priority B:** An initial Report that may require Client's prompt, but not immediate, action. For Priority B Reports, upon completion, GCS uploads the Report to Client's Case Management Application Account and alerts Client's designated recipients that a Report has been uploaded or, if directed by Client, GCS will email the Report or a Report notice to Client's designated recipients.
  - c) **Priority C:** An initial Report that does not require immediate action. For Priority C Reports, upon completion, GCS uploads the Report to Client's Case Management Application Account and alerts Client's designated recipients that a Report has been uploaded or, if directed by Client, GCS will email the Report or a Report notice to Client's designated recipients

# AlertLine

## Statement of Work

### Attachment 1 (Services)

- 2.4 Report Follow-Ups. GCS shall include in the initial Report to Client and any follow-up Reports the Report Control Number and PIN code provided to the Reporter during the Reporter's initial call to Client's AlertLine System phone number. In addition, the Report will include any date given to the Reporter to call back. If Client wishes to provide a follow-up response to the Reporter, Client will need to upload the response to Client's Case Management Application account prior to the designated follow-up date. Client's response to the Reporter may include, but need not be limited to, additional questions concerning the Reported Information, a statement concerning the status of the investigation of the Reported Information or a request that the Reporter contact an internal Client representative. If the Reporter makes a follow-up call to Client's AlertLine System phone number and can provide the Report Control Number and PIN, the communication specialist receiving the call will read Client's response to the Caller. If the Reporter provides additional information, the call center specialist will prepare a follow-up Report containing the additional information and upload the Report to Client's Case Management Application account and email the Report or a Report notice to Client's designated Report Recipient(s).
- 2.5 Additional Calls. If a Reporter cannot provide a valid Report Control Number and PIN code, but reports that he or she is following up on a prior call, the call center specialist will treat the call as an initial call and an initial Report will be generated and assigned a new Report Control Number and PIN.
- 2.6 Original Materials. If a Reporter or other third-party delivers original materials to GCS in connection with a Report or otherwise, GCS shall convert the materials to electronic format upon receipt, provide Client with notice and upload the electronic files to Client's Case Management Application account. Client shall provide GCS with notice no more than fifteen (15) days after receiving the electronic files if Client wishes for GCS to deliver the original materials to Client.

#### 3.0 Website Reporting.

GCS uploads Reported Information submitted via Client's AlertLine System website directly to Client's Case Management Application account, without review. Reporters can use the website to submit information from any computer with Internet access through a secure site. Standard website Services include the following customizations:

- a) client-branded logo or art;
- b) client's Code of Conduct or other policy information;
- c) client's contact list for concerns not addressed by the website;
- d) allegation categories;
- e) field for location information;
- f) field for Reporter information;
- g) fields for summary and detailed narratives;
- h) information concerning follow-up procedures for Reporter;
- i) functionality for Reporter to view responses from Client concerning the Reported Information
- j) functionality for Reporter to enter additional information about the Reported Information following the initial Web-based Report; and
- k) the availability of home pages and report forms in up to 33 pre-translated languages.

#### 4.0 Licenses.

- 4.1 Administrative User Licenses. GCS grants to Client two (2) term-based, non-exclusive subscriptions for Administrative Users to access the Case Management Application for administrative purposes determined by Client in connection with Client's business operations.
- 4.2 Investigator Licenses. GCS grants to Client an unlimited number of term-based, non-exclusive subscriptions for Investigators to access and use the Case Management Application for purposes related to the investigation of Reported Information.
- 4.3 IntegriLink Portal. GCS grants to Client an unlimited number of term-based, non-exclusive subscriptions for Client's Administrative Users, Investigators and designated employees to access and use the IntegriLink Portal in connection with Client's internal compliance and ethics program.

#### 5.0 Reporting.

- 5.1 Report Recipients. Client may designate an unlimited number of Report Recipients to receive via email complete Reports or notices that a Report has been uploaded to Client's Case Management Application account. GCS delivers Reports or notices to Report Recipients without considering the content of the Reported Information.
- 5.2 Monthly Report. GCS shall monthly email to each Report Recipient two (2) standard management reports summarizing the reporting activity from the prior month.
- 5.3 Annual Report. At the close of each calendar year, GCS shall email Client's primary contact detailed below (or as may be later communicated or changed by Client), a standard management report summarizing the reporting activity from the prior year.

**Statement of Work**  
**Attachment 2 (Fees and Payment)**

<b>Total Annual Services Fee:</b>	<b>\$4,000.00</b>
<b>Total One-Time Setup Fee:</b>	<b>\$1,175.00</b>
<b>Number of Employees Covered:</b>	<b>3,500</b>

In addition to the above Fees, GCS shall monthly invoice Client in arrears for the following Fees incurred during the preceding month:

Translation Fees. Client is responsible for and will be invoiced at a rate of \$0.38 per word, with a \$125.00 minimum, for the translation of any non-English web submission reports into English. Translation Fees may change during the Term based upon changes in Fees charged by GCS' third-party provider.

**Client Invoice/Billing Information.**

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

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

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

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### Attachment 3 (Country Specific Telephony Service)

The following specifies the country-specific Telephony Options chosen by the Client, in consultation with GCS. GCS has provided information concerning the potential restrictions and requirements of each of the Telephony Options that GCS is aware of as of the SOW Effective Date. GCS does not guarantee Communication Connectivity for all or any available communication sources within any country or region and no Telephony Option provides guaranteed Mobile Communication Access.

Country	Recommended Service(s)		Mobile Phone Access Status
	Landline Calls	Mobile Calls	
United States	US Domestic Calling Plan		No known Mobile Phone restrictions

Additional services:

- Customized recorded welcome greetings in English and Spanish
- Customized web form homepage text in English and Spanish (Spanish verbiage to be provided by client)
- "Decentralized" Reporting based on issue type (up to five distribution paths)
- Three (3) additional IntegriLink administrator licenses (five total administrator licenses)
- Standard awareness materials (poster, brochure, wallet card) in English and Spanish in electronic format