



**AMENDMENT #1**

**HOTLINE SERVICES AGREEMENT**

Between

**WEBB COUNTY TEXAS**

1110 Washington Street, Suite 201, Laredo, TX 78040  
And

**LIGHTHOUSE SERVICES, INC.**

1710 Walton Rd., Suite 204, Blue Bell, PA 19422

This Amendment is hereby made this \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between Webb County Texas hereinafter referred to as ("Customer") and Lighthouse Services, Inc. ("Lighthouse") to amend the Hotline Services Agreement (Agreement) effective September 15, 2018 as follows:

Section 1. Fee: shall be adjusted as follows:

Fee. The Commencement of the Initial Term of the Agreement has been changed from September 15, 2018 to September 30, 2018.

All remaining terms and conditions of the aforementioned Agreement, as amended, shall remain in full force and effect unless inconsistent herewith, whereby the Amendment #1 shall govern.

Intending to be legally bound hereby, the parties hereto have caused this Amendment to be executed by their duly authorized representatives.

**Lighthouse Services, Inc.**

**Customer**

\_\_\_\_\_  
Andy Bronstein  
Principal  
Lighthouse Services, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## HOTLINE SERVICES AGREEMENT

This Services Agreement ("Agreement") is made and entered into by and between Lighthouse Services, Inc., a Pennsylvania corporation with a mailing address of 1710 Walton Rd., Suite 204, Blue Bell, PA 19422 (hereinafter referred to as "Lighthouse") and Webb County Texas, with a mailing address of 1110 Washington Street, Suite 201, Laredo, TX 78040 (hereinafter referred to as "Customer").

### BACKGROUND

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

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

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

1. Fee. The annual fee for the Services shall be \$1,195.00 for approximately 1,400 employees for the period beginning ~~August 15, 2018~~ <sup>Sept 15</sup> through ~~August 15, 2019~~ <sup>Sept 15</sup> (the "Initial Term").
2. Lighthouse Operations. The Services shall include, without limitation, the following:
  - i. Lighthouse shall provide the Services to Customer on a twenty four hour per day, seven days a week, 365 days per year basis.
  - ii. Lighthouse shall provide Customer with an online Case Management System, a toll-free number, website, facsimile number and e-mail address that can be utilized by all United States, Canadian, and Mexican based employees or third parties.
  - iii. All contact reports will be assigned a unique File ID and shall be retained by Lighthouse so long as Customer remains a client of Lighthouse.
  - iv. Lighthouse will provide Customer a copy in English of the information relayed by the reporter and will make its best effort not to jeopardize the anonymity of the reporter if he or she elected to remain anonymous. Customer is charged a \$75.00 fee for reports in languages other than English or Spanish.
  - v. Lighthouse will maintain network security as reasonably necessary to protect the anonymity of the reporter.
  - vi. Lighthouse will provide reporters with an option of follow-up communications.
  - vii. Lighthouse will maintain adequate capacity on its network during the term of this Agreement to meet Customer's usage requirements.
  - viii. In Addendum A attached, Customer will list all recipients designated to receive the contact reports, which may be revised from time to time by Customer.
3. Limitation of Liability. Neither party to the Agreement assumes liability except as expressly provided in this Agreement and in no event will either party be liable for special, indirect, incidental or consequential damages, arising in contract or in tort, under any warranty or otherwise.
4. Renewal and Termination. After the Initial Term, this Agreement shall renew automatically for consecutive one year terms unless written notice of cancellation is received by either party at least 30 days before the expiration date. After the first year Customer may terminate this

Agreement for convenience at any time without cause and be entitled to a prorated refund for fees paid in advance. If this Agreement is terminated for any reason then Customer shall be given 30 days from the date of such termination to download its data from Lighthouse's Case Management System after such time the data will be destroyed.

5. Use of Service. After the expiration of this Agreement, Customer agrees to make commercially reasonable efforts to inform its employees to cease submitting reports to Lighthouse. Services are based on normal commercial use and are subject to Lighthouse's Reasonable Use Policy available at [http://www.lighthouse-services.com/documents/reasonable\\_use\\_policy.pdf](http://www.lighthouse-services.com/documents/reasonable_use_policy.pdf).
6. Governing Law, Exclusive Jurisdiction. The parties agree that this Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania or Federal law, as appropriate. The parties hereby consent to the personal and subject matter jurisdiction of the state and federal courts of the Commonwealth of Pennsylvania, Montgomery County, Pennsylvania, for all disputes arising from or related to this Agreement. The parties hereby consent to service of original process by internationally recognized overnight courier service.
7. Modification. This Agreement is subject to modification only by a writing signed by both parties.
8. Force Majeure. Neither party will have the right to claim damages or to terminate this Agreement as a result of the other party's failure or delay in performance (other than payment of money) due to circumstances beyond its reasonable control, including but not limited to labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, components, raw materials or supplies, war, riot, insurrection, epidemic, acts of God, or governmental action not the fault of the nonperforming party.
9. Notices. All notices required or permitted under this Agreement must be in writing. They will be deemed given when (a) delivered personally; (b) sent by confirmed facsimile or electronic mail (email) transmission; (c) delivered by commercial overnight courier with written verification of receipt; or (d) delivered by registered or certified mail, return receipt requested, postage prepaid with verification of delivery. All notices must be sent to the receiving party's initial address on the first page of this Agreement or to such other address that the receiving party may have provided for purpose of notice as provided in this subsection.
10. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.
11. Confidentiality. Lighthouse agrees that it is prohibited from disclosing or using any information obtained in connection with its performance under this Agreement (including without limitation any "nonpublic personal information" as defined in Section 573.3 of Title 12 of the Code of Federal Regulations) for any purpose other than to carry out the purposes of providing hotline reporting services to Customer. Lighthouse further agrees to comply with any and all applicable Federal, State, and local laws and regulations concerning privacy of information. In the event either party is required by applicable law, rule, regulation, or court order to disclose any of the other party's confidential information, the disclosing party will promptly notify the other party in writing so that the party can seek a protective order or other appropriate remedy prior to making any such disclosure.
12. Indemnification. Lighthouse shall indemnify and hold the other party, its successors, assigns, officers, directors, agents, partners, representatives, Affiliates and employees harmless from and against any and all liabilities, losses, damages, costs, expenses, actions, claims, and demands whatsoever, including reasonable attorneys' fees, arising from any negligent or willful misconduct by itself, its employees, representatives or agents in connection with this Agreement. Notwithstanding anything to the contrary in this Agreement, in providing specific contact reports to Customer, Lighthouse does not assume any liability as a result of Customer's use or misuse of the information contained in such contact reports.



- 13. Disclaimers. Neither Lighthouse, its employees, agents, successor, and/or assigns make any warranties, express or implied, or assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information received by Lighthouse through provision of the Services and forwarded to Customer.
- 14. Relationship of Parties. The parties to this Agreement are independent parties. There is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf. Neither party shall have, and shall not represent that it has, any power, right or authority to bind the other party, or to assume or create any obligation or responsibility, express or implied, on behalf of the other party or in the other party's name, except as herein expressly permitted.
- 15. Counterparts. This Agreement may be executed via electronic mail (email) and in one or more counterparts, each of which will be deemed to be original, but all of which together will constitute one and the same instrument.
- 16. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and therefore supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter contained in this Agreement.

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

Lighthouse Services, Inc.  
 \_\_\_\_\_  
 Andy Bronstein  
 Principal  
 Lighthouse Services, Inc.

9/5/18  
 \_\_\_\_\_  
 Date

Webb County, Texas  
 \_\_\_\_\_  
 Signature  
 For: Tano E. Tijerina  
 \_\_\_\_\_  
 Name

Webb County Judge  
 \_\_\_\_\_  
 Title  
8-24-18  
 \_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Addendum A - Designated Recipients of Report Notifications**

Identify below recipients who will receive, via email, incident transcripts for report types for which they are identified as a recipient. It is a best practice to have more than one designated recipient per report although not a requirement.



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

- CMS Administrator - has unimpeded access to your entire online database of reports, updates information, assigns investigators and manages users.
- CMS Investigator - has limited access to the CMS, can interact only with reports they have been assigned to by an Administrator.
- Additional CMS Users -- For additional CMS users complete and return the workbook located [here](#).

**Fraud Report Recipients**

**CMS User Access**  
Administrator or Investigator

Name: Rafael Pérez	Title: County Auditor	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E-mail: rafael.perez@webbcounty.tx.gov	Tel: (956) 523-4011		
Name: Gabriela S. Lopez	Title: Deputy Auditor	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E-mail: gsosa@webbcounty.tx.gov	Tel: (956) 523-4015		
Name: Tina Rodriguez	Title: Chief Internal Auditor	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E-mail: terodriguez@webbcounty.tx.gov	Tel: (956) 523-4012		

**Compliance and Ethics Report Recipients**  Check if same as above

Name:	Title:	<input type="checkbox"/>	<input type="checkbox"/>
E-mail:	Tel:		
Name:	Title:	<input type="checkbox"/>	<input type="checkbox"/>
E-mail:	Tel:		
Name:	Title:	<input type="checkbox"/>	<input type="checkbox"/>
E-mail:	Tel:		

**Human Resources Report Recipients**  Check if same as above

Name:	Title:	<input type="checkbox"/>	<input type="checkbox"/>
E-mail:	Tel:		
Name:	Title:	<input type="checkbox"/>	<input type="checkbox"/>
E-mail:	Tel:		
Name:	Title:	<input type="checkbox"/>	<input type="checkbox"/>
E-mail:	Tel:		

**Coverage in Canada**

Check if reports will be received from Quebec.

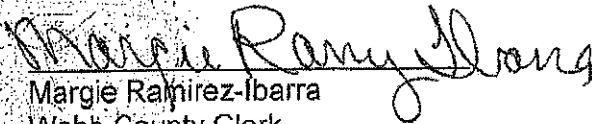
**Alternate Routing Instructions**

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

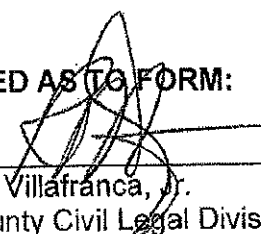
here: Carlos Guerra                      cguerra@webbcounty.tx.gov  
 Chief Deputy Auditor              (956) 523-4095

Check if alternate routed reports should be withheld from being uploaded to the GMS. As a result they will not be visible to CMS administrators.

ATTESTED:

  
Margie Ramirez-Ibarra  
Webb County Clerk

APPROVED AS TO FORM:

  
Ramon A. Villafranca, Jr.  
Webb County Civil Legal Division Attorney\*

\*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court  
On August 13, 2018; item no. 7n.



**LIGHTHOUSE**

Obtaining information. Delivering solutions.

## HOTLINE SERVICES PROPOSAL



CREATED FOR:

**WEBB COUNTY**

## Welcome to Lighthouse Services

Dear Tina Rodriguez,

Thank you for your interest in our hotline program. I've enclosed a quotation for our program at \$ 1,195.00 per year. Please refer to the final page of this document for a detailed cost breakdown of our services. Below you will also find information on our additional features that will enhance the value of our proposal.

### Reporting Hotlines: Corporate Best Practice

A reporting hotline is an invaluable tool in your effort to eliminate the potential impact of wrongdoing in your organization. It will also help you establish an ethical organizational culture based on integrity and trust. According to the Association of Certified Fraud Examiners, a reporting hotline is the leading method of fraud detection in U.S. companies.

Implementing a hotline service is now widely viewed to be a best practice. To learn more about the benefits of hotline services, please see our informative white paper "[Why Ethics Hotlines Are Considered a Best Practice](#)."

### Remain Compliant with Constantly Evolving Regulations

Our hotlines are used by companies worldwide to cost effectively uncover hidden business risks and address various issues such as loss prevention, ethics and integrity violations, HR related concerns, workplace safety, and other serious matters your stakeholders and employees would like to anonymously report. Our program quickly brings you into compliance with multiple disparate regulatory requirements including:

- Sarbanes-Oxley Act
- Dodd-Frank Act
- Federal Acquisition Regulations
- American Recovery and Reinvestment Act of 2009
- Deficit Reduction Act of 2005
- Federal Sentencing Guidelines

Lighthouse's whistleblower hotlines have been developed to be in compliance with data protection and whistleblower law pronouncements applicable to every governing body mandate or interpretation around the globe.

### The Lighthouse Advantage

The company you choose to provide your hotline services is just as important as the decision to implement a hotline in the first place. Lighthouse has been providing third-party hotline services since 2003, and our client roster consists of more than 2,000 organizations with a reporting network covering more than 4 million users.

We have extensive experience in providing hotline services to a wide range of diverse industries including:

- Public companies
- Private companies
- Local and state governments
- Non-profits
- Schools and school districts
- Healthcare agencies, hospitals, and clinics
- Banks and financial institutions





**Quotation #**  
11574

**Lighthouse Services, Inc.**

1710 Walton Rd., Suite 204, Blue Bell, PA 19422  
Tel: (215) 884-6150 • Fax: (215) 689-3885

**24/7/365 Reporting Hotline Quote**

**PREPARED FOR:**

**Company:** Webb County  
**Name:** Tina Rodriguez  
**Title:** Chief Internal Auditor  
**Address:** 1110 Washington Street, Suite 201  
Laredo, TX 78040  
**Phone:** (956) 523-4012 Ext:  
**E-mail:** torodriguez@webbcountytx.gov  
**Date:** 4/30/2018

Setup/Startup Fee	Included
Custom Web Landing Page	Included
North America Toll Free Number	Included
Case Management System (CMS)	Unlimited Licenses
Services Outside North America*	Extra
Exclusive Web Reporting URL	Included
Monthly Activity Report	Included
Custom Employee Hotline Training Video	Included
Consultation with Subject Matter Experts	Included
Program Promotional and Instructional Material**	Included
Ethics Assessment Questionnaire	Included
Report Fee (English and Spanish)	Included
Number of Employees	1,400
Per Employee Fee	\$.55
Base Service Fee	\$425.00
<b>Total Annual Fee</b>	<b>\$1,195.00</b>

**Foreign Language Reports:** Translation services are available in 140 languages. Reports other than English or Spanish are subject to a \$75.00 fee.

**Worldwide Toll Free Number:** \*\$350.00 per year (for reports outside North America).

**Collateral Material:**

Wallet Cards \$35.00 per 100 (black & white) or \$45.00 per 100 (color)  
Laminated Posters

Size	Black & White	Color	Size	Black & White	Color
8 1/2 x 11	\$7.00	\$8.00	18 x 24	\$40.00	\$45.00
11 x 17	\$11.00	\$12.00	24 x 36	\$70.00	\$75.00

\*\* Program promotional and instructional material available at no charge includes administrator and employee training material, collateral material artwork, policy templates, website landing page sample content, hotline program introductory letters, and program implementation guidelines.

**Other Information:** Includes phone, web, email, fax and mail reports. Telephone script customization available for \$300/yr plus programming costs. Web form changes subject to a one-time programming fee of \$100/hr. Quote valid for 90 days and subject to the terms of our service agreement.

**Ethics Training:** Includes customized employee ethics hotline training video. Fee based e-Learning courses available.

**Prepared By:** Jan Schleiger T: 215.884.6150 F: 215.689.3885 E: jan@lighthouse-services.com

America's leading hotline provider <sup>SM</sup>

*Lighthouse will illuminate where you can't - let us listen to your employees!*

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Lighthouse Services, Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_  
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  
 Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**1710 Walton Road, Suite 204**

6 City, state, and ZIP code

**Blue Bell, PA 19422**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.  
See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
or										
<b>Employer identification number</b>										
0	1		-	0	7	7	0	8	2	8

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶ \_\_\_\_\_

Date ▶ **2/7/2018**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



**Lighthouse Services, Inc.**  
 1710 Walton Rd., Suite 204  
 Blue Bell, PA 19422  
 Tel: (215) 884-6150 • Fax: (215) 689-3885

Date: September 6, 2018  
 Customer ID: 3334  
 Invoice #: 18361

To: Webb County Texas  
 1110 Washington Street, Suite 201  
 Laredo, TX 78040  
 956-523-4012

Customer Contact	Purchase Order #	Payment Terms	Due Date
Tina Rodriguez		Due upon receipt	September 6, 2018

Qty	Description	Unit Price	Line Total
1	Compliance Hotline Annual Fee 9/15/2018 - 9/15/2019	1,195.00 \$	1,195.00

We value your trust. Thank you for your business.

W-9 available at the link below:

[https://www.lighthouse-services.com/docs/form\\_w9.pdf](https://www.lighthouse-services.com/docs/form_w9.pdf)

**Remit to:**

Lighthouse Services, Inc.  
 1710 Walton Rd., Suite 204, Blue Bell, PA 19422  
 EIN# 01-0770828

Subtotal \$ 1,195.00  
 Sales Tax  
 Total \$ 1,195.00

Make all checks payable to Lighthouse Services, Inc.

*Lighthouse will illuminate where you can't - let us listen to your employees!*