



**DeWight Dopslauf, C.P.M., CPPO**  
**Harris County Purchasing Agent**

January 19, 2023

Commissioners Court  
Harris County, Texas

**RE: Job No. 190057**

Members of Commissioners Court:

Please approve the attached Order(s) authorizing the County Judge to execute the attached Fourth Amendment to the Agreement(s) for the following:

**Description:** Fraud, Waste and Abuse Hotline for Harris County

**Vendor(s):** Navex Global, Inc.

**Amount:** \$76,372 previously approved funds for the term 08/27/2020 - 08/26/2023  
10,733 additional funds for the term 08/27/2020 - 08/26/2023  
\$87,105

**Reviewed By:** • Harris County Purchasing • Auditor's Office

The Fourth Amendment adds funding for an incident management subscription. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf  
Purchasing Agent

JG  
Attachment(s)  
cc: Vendor(s)

**FOR INCLUSION ON COMMISSIONERS COURT AGENDA JANUARY 31, 2023**



**FOURTH AMENDMENT TO THE AGREEMENT BETWEEN  
HARRIS COUNTY AND NAVEX GLOBAL, INC.**

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This Amendment to the Agreement is made and entered into by and between Harris County (the “County”), a body corporate and politic under the laws of the State of Texas and acting by and through Harris County Auditor’s Office (the “Department”), and Navex Global, Inc. (the “Contractor”). County and Contractor are known individually as “Party” and collectively as “Parties.”

***Recitals***

On August 27, 2019, the County entered into an Agreement with Contractor, for Contractor to provide a fraud, waste and abuse hotline and associated case management services (the “Master Agreement”).

On June 9, 2020, County and Contractor entered into an Amendment to amend the terms and add additional funding for the services (“First Amendment”).

On September 29, 2020, County and Contractor entered into an Amendment to amend the terms and add additional funding for the services (“Second Amendment”).

On October 25, 2022, County and Contractor entered into an Amendment to add additional funding for the services (“Third Amendment”).

The Parties now desire to amend the Master Agreement for the fourth time, to add additional funding and incident management subscription for the services as detailed on the GRC Solution Proposal, attached as Exhibit A and incorporated herein by reference (the “Services”).

***Terms***

**I.**

This Fourth Amendment shall be governed by the Master Agreement, First Amendment, Second Amendment, and Third Amendment which are incorporated herein by reference as though fully set forth word for word.

**II.**

**LIMIT OF APPROPRIATION**

The Parties agree that the Recitals are incorporated herein as substantive terms of the Amendment. The Parties’ signature on this Fourth Amendment indicates full acceptance of Exhibit A. Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Amendment, that the total maximum compensation that Contractor may become entitled to for the

Services performed under this Fourth Amendment, and the total maximum sum that the County shall become liable to pay to Contractor under this Fourth Amendment, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Ten Thousand Seven Hundred Thirty-Three And 48/100 Dollars (\$10,733.48). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Fourth Amendment is limited to said sum; and when all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this Fourth Amendment.

### III.

All other terms and provisions of the Master Agreement, First Amendment, Second Amendment, and Third Amendment shall remain in full force and effect as originally written.


### IV.

It is expressly understood and agreed that the Master Agreement, First Amendment, Second Amendment, and Third Amendment are incorporated herein by reference. In the event of any conflict between the terms and provisions of this Fourth Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, First Amendment, Second Amendment, Third Amendment, then this Fourth Amendment shall control.

### V.

Execution, Multiple Counterparts: This Fourth Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Fourth Amendment.

NAVEX GLOBAL, INC.

By:   
By Shon Ramey (Jan 11, 2023 16:13 PST)  
Name: Shon Ramey  
Title: General Counsel  
Date: Jan 11, 2023

HARRIS COUNTY

By: \_\_\_\_\_  
Lina Hidalgo  
Harris County Judge

APPROVED AS TO FORM:

Christian D. Menefee  
Harris County Attorney


By:   
An Le  
Assistant County Attorney  
C.A. File 22GEN4105

Exhibit A

“GRC Solution Proposal”

(Follows Behind)



## ORDER FORM 568329

### I. GENERAL INFORMATION

#### CUSTOMER INFORMATION:

Name: **Harris County ("Customer" or "Client")**

Address:

1001 Preston Street, Suite 800

Houston, TX 77002

United States

#### BILLING INFORMATION:

Contact Name: **Errika Perkins**

Address:

1001 Preston Street, Suite 800

Houston, TX 77002

United States

Email: [vendorinvoices@hctx.net](mailto:vendorinvoices@hctx.net)

Phone: 713-274-4411

### II. ORDER INFORMATION

Entity:

NAVEX Global, Inc., a Delaware corporation ("NAVEX")

Customer Type:

Existing Business

Order Form Effective Date:

Date of last signature

Master Services Agreement ("Agreement") Effective Date:

August 27, 2019

### III. NEW SERVICES INFORMATION

Services	Qty	Pro-Rated Annual Fees	One-Time Fees	Fees Due	Annual Fees
<b>Incident Management</b>					
EP Incident Management - Enterprise Lite Subscription	16,000	\$8,533.48	-	<b>\$8,533.48</b>	\$10,382.40
Hotline - Web Intake Site Setup	1	-	\$1,100.00	<b>\$1,100.00</b>	
Hotline - Translation Fee (Web Intake / Report Form)	1	-	\$825.00	<b>\$825.00</b>	
Hotline - Translation Upload Service (Web Intake / Report Form)	1	-	\$275.00	<b>\$275.00</b>	
EP Incident Management - Enterprise Lite Setup	1	-	\$0.00	<b>\$0.00</b>	
Report Form Subscription	1	\$0.00	-	<b>\$0.00</b>	\$0.00
Report Form Setup - Baseline	1	-	\$0.00	<b>\$0.00</b>	

	Pro-Rated Annual Fees	One-Time Fees	Fees Due	Annual Fees
SUB-TOTALS:	\$8,533.48	\$2,200.00	<b>\$10,733.48</b>	\$10,382.40

**TOTAL FEES DUE NOW:**

**\$10,733.48**

#### IV. SERVICES TO BE REMOVED

Services to be Discontinued	Qty
Gateway - Subscription	1
EP Incident Management - Foundation Subscription	16,000
Advanced Analytics - Foundation Subscription	1

#### V. ADDITIONAL TERMS

##### 1. UPGRADE TO ENTERPRISE LITE INCIDENT MANAGEMENT

- The parties have agreed to replace Customer's existing incident management Services listed in Section IV above (the "Foundation Services") with the new incident management Services detailed in this Order Form (the "E Lite Services").
- Customer shall continue to have access to the Foundation Services until the "go-live" date of the E Lite Services. Upon the "go-live" date of the E Lite Services, the Foundation Services shall be deactivated and terminate.
- As a result of the termination of the Foundation Services, NAVEX Global shall issue Customer a pro-rata credit of any prepaid annual subscription fees for the Foundation Services in accordance with this Order Form's Section V.1.d. below, for the period from this Order Form's Effective Date through the end of the current year of the Foundation Services, August 26, 2023.
- The credit shall be calculated using a daily rate of (\$2.12) as detailed in the table below:

Product / Service	Annual Rate	Daily Rate
Advanced Analytics - Foundation Subscription	(\$772.50)	(\$2.12)
PERDAY CREDIT TOTAL:		(\$2.12)

##### 2. NEW SERVICES

- The Term shall begin on the Order Form Effective Date and run through the end of the current Term of Customer's existing hotline and incident management Services.
  - The pro-rated Fees detailed herein are based on the estimated period between the Order Form Effective Date and August 26, 2023 and are not subject to change based on the actual Order Form Effective Date.
  - All Fees detailed herein will be invoiced upon execution of this Order Form and Customer shall remit payment within 30 days of the invoice's date.
  - The renewal and price increase provisions in Section V.3 below shall also apply to the new Services added under this Order Form.
3. All prices are in U.S. Dollars.

#### Incident Management

##### 1. DESCRIPTION OF SERVICES.

###### EP Incident Management - Enterprise Lite Subscription

EthicsPoint Incident Management - Enterprise Lite is delivered as a single configuration incident management system including enterprise-level case components. Comprised of Standard Web Intake and Mobile Intake for report intake purposes; (2) Dedicated Seat Licenses and (3) Concurrent Seat Licenses; system-level user management; HRIS integration subscription; built-in analysis tools including baseline reporting and standard analytics, GRC Insights, ad hoc query and pivot reports, and Premium Analytics; and (1) GB storage for files attached to cases.

Includes access via NAVEX's Platform authentication which provides seamless access to the customer's supported NAVEX solutions. These include EthicsPoint® Incident Management, PolicyTech® Policy & Procedure Management, RiskRate® Enterprise Due Diligence, Disclosures: Disclosure Management, and GRC Insights.

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### **EP Incident Management - Enterprise Lite Setup**

EthicsPoint Incident Management Enterprise Lite setup includes:

- Implementation of one configuration in the Enterprise Lite system
- Initial timeline providing an overview of expectations, documentation, and customer responsibilities for a successful implementation
- Kick-off call to establish key stakeholders, implementation goals, and timelines
- Customized issue types for one configuration
- Mapping of the Hotline and Web Intake Site intake methods to the EthicsPoint Incident Management Enterprise Lite system
- System structure (tier) configuration to support key business and reporting needs for one configuration
- NAVEX Administrator / User training available via web, through regularly scheduled webinars
- Platform Authentication New Customer Setup includes Customer's implementation on the NAVEX Platform Authentication and setup of Customer's Administrators.
  - Customers are able to setup their own SSO integration, assistance is available for an additional fee
- Included one-time delivery of Mobile Awareness Digital Poster:
  - Customer shall receive one non-customizable (1) 11 x 17 digital poster per language, delivered as a high-resolution, print-ready, non-editable PDF file.
  - Will include mobile intake URL, QR code and web intake site URL as applicable.
  - Available languages: Chinese (simplified), Dutch, English, French (CA), French (EU), German, Italian, Japanese, Korean, Portuguese (Brazilian), Russian, Spanish (LA), Spanish (EU).
- Eight (8) week implementation timeline starting at the Kick-off call to complete configuration items included above. Additional changes or requests made after this period will be scoped and priced separately. If purchased in conjunction with a Professional Services engagement, the Professional Services timeline will supersede this one.

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### **Report Form Subscription**

Annual access fee to the Report Form service for the life of the contract. The Report Form is a web based intake form that captures information around incidents that arise which are then populated in the EthicsPoint case management system.

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### **Report Form Setup - Baseline**

NAVEX will create (1) one Baseline Report Form starting from a Baseline Report Form template. The form will consist of a single web page that will be branded to include Customer logo and color scheme. The Baseline Report Form will contain a combination of text fields and default dropdown values for the receipt and tracking of issues and events.

The data collected from data entry fields and/or dropdowns will be mapped to existing fields within the EthicsPoint Case Management system. When the Report Form is submitted a new case will be created within the EthicsPoint Case Management system. A Baseline Report Form is an additional intake option without implicated party screening.

Areas of the template form that may be customized include:

- Logo/Color Scheme
- Custom Issue List
- Participant Role/Relationship Dropdown Values
- Purpose statement/Closing Statement Text
- Header Text
- Reporter Follow-Up

Any additions of fields and/or change in scope to the Baseline Report Form will be scoped and priced separately. Customer Report Form development will span approximately twelve (12) weeks, and the go-live date will be determined based upon a specified project plan and

a predefined timeline. Additional changes or requests made after this period will be scoped and priced separately. If purchased in conjunction with a Professional Services engagement, the Professional Services timeline will supersede this one.

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#### **Hotline - Web Intake Site Setup**

Hotline - Web Intake Site setup includes design and development services to support the creation of a Web Intake Site.

##### **Setup includes:**

- A single English Web Intake Site (translated pages are priced separately)
- Assignment to an industry-specific issue package with the option to modify issue titles and descriptions
- Web Intake Site and system configuration in response to Customer instructions in the Web Intake Site workbook
- One round of edits to Web Intake Site text and layout, issue type names and descriptions, and attachments
  - Note - edits to standard intake questionnaire will require additional scoping
- QA and configuration of the Hotline and Web Intake Site to make live for reporting

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#### **Hotline - Translation Fee (Web Intake / Report Form)**

Hotline - Translation Fee (Web Intake / Report Form) is a one-time fee per language to translate the EthicsPoint Web Intake Site or Report Form into requested languages.

##### **Note:**

- New core language translations are scoped separately.
- Translation of FAQ document is included, translating customer's policy attachments is scoped separately.

##### **Requested Languages:**

- Spanish (Latin American)

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#### **Hotline - Translation Upload Service (Web Intake / Report Form)**

Hotline - Translation Upload Service (Web Intake / Report Form) is a one-time fee per language to create translated versions of the Web Intake Site or Report Form. Cost of translation is priced separately.

## **VI. GENERAL TERMS**

This Order Form is made effective as of the Order Form Effective Date and is governed by the terms of the written Agreement, as may have been amended independently or by the terms herein, dated as of the Agreement Effective Date set forth above. The parties agree this Order Form is incorporated by reference into the Agreement, and supersedes any related quotation issued by NAVEX Global, Inc. ("NAVEX"), previous and conflicting terms, or purchase order issued by Customer pertaining to the Services set forth above. Except as otherwise defined herein, all capitalized terms used in this Order Form shall have the meanings attributed to them in the Agreement. Each of the signatories to this document represent they are duly authorized representatives of their respective party to this Order Form and further represent and warrant they have the actual corporate authority to execute this Order Form on behalf of their respective party as of the Order Form Effective Date.



ACCEPTED BY Harris County:


SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME (Print): Lina Hidalgo

TITLE (Print): County Judge

ACCEPTED BY NAVEX Global, Inc.:

SIGNATURE:   
Shon Ramey (Jan 11, 2023 16:13 PST)

DATE: Jan 11, 2023

NAME (Print): Shon Ramey

TITLE (Print): General Counsel

ORDER OF COMMISSIONERS COURT  
Authorizing execution of an amendment to an agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the \_\_\_\_ day of \_\_\_\_\_, 2023 with all members present except \_\_\_\_\_.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF THE FOURTH AMENDMENT TO THE  
AGREEMENT BETWEEN HARRIS COUNTY AND NAVEX GLOBAL, INC.**

Commissioner \_\_\_\_\_ introduced an order and moved that Commissioners Court adopt the order. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

**IT IS ORDERED** that County Judge Lina Hidalgo be, and she is hereby authorized to execute, for and on behalf of Harris County, the Fourth Amendment with Navex Global, Inc., to add \$10,733.48 for additional Services to be performed. The Fourth Amendment is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.