

**SERVICES AGREEMENT**  
**David G. Glover**

This Services Agreement ("**Agreement**") is entered into as of September \_\_\_\_, 2016 by and between the Nevada Affordable Housing Assistance Corporation, a Nevada nonprofit corporation ("**NAHAC**") and David G. Glover ("**Contractor**").

**RECITALS**

A. NAHAC is the "Eligible Entity" pursuant to the HFA Participation Agreement, as same may have been amended and may be further amended from time to time (hereinafter "HFA") entered into by the United States Department of Treasury, the Nevada Housing Division and NAHAC for the purpose of providing foreclosure prevention services implementing the Hardest Hit Funds Program® ("Hardest Hit Fund") in the State of Nevada.

B. The purpose of the Hardest Hit Fund is to prevent and mitigate residential foreclosures and stabilize the housing market by assisting homeowners through a number of mortgage assistance programs designed to accomplish its goals.

C. NAHAC has an obligation to engage only "qualified vendors" to provide and perform services under the HFA entered into with Treasury as the same is amended from time to time.

D. Any payment made under or pursuant to an agreement for services entered into by NAHAC, including this Agreement, involves Federal Funding that originated under the Hardest Hit Fund. The receipt of any payment pursuant to the terms of this Agreement imposes certain responsibilities and obligations on such recipient.

E. NAHAC desires to obtain services to assist it with the oversight of its programs and business and information technology.

F. NAHAC desires to employ Contractor to perform the services described herein.

NOW THEREFORE, in consideration of the premises and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, NAHAC and Contractor agree as follows:

## AGREEMENT

### 1. Status of Contractor

a. Contractor will be at all times an independent contractor and not an agent or employee of NAHAC. As used herein, the term "*independent contractor*" means Contractor, and any personnel provided by Contractor, who will render the Services specified herein for the specified compensation and who will be deemed to be under the control of NAHAC as to the results of their work and not as to the means by which such results are accomplished.

b. In the event that Contractor is determined to be an employee of NAHAC by any federal, state, or local court, governmental agency, instrumentality, or body, or by a third party, Contractor waives any right to recover any type of employee benefits from NAHAC for the period during which Contractor was determined to have been erroneously treated as an employee.

c. Any and all personnel retained, hired, engaged, or provided by Contractor will be independent contractors for, or employees of, Contractor and not employees of NAHAC for any purpose whatsoever. All such personnel will be under Contractor's exclusive supervision, direction, and control, and will be compensated by Contractor in Contractor's name and at its expense. Contractor will carry worker's compensation insurance covering all personnel who may be employed by Contractor from time to time for any purpose connected with Contractor's performance hereunder.

d. Neither Contractor nor its employees or contractors will be eligible to participate in any employee-benefit programs maintained by NAHAC. Contractor acknowledges that NAHAC will not provide retirement benefits, social security, unemployment compensation, director's and officer's liability insurance, disability insurance, worker's compensation insurance or similar coverage, health insurance or any other benefits to Contractor or its employees and or contractors.

e. Contractor and its employees and contractors will at all times be IRS 1099 Independent Contractors for all purposes.

### 2. Services.

Contractor agrees to and will perform the services ("Services") for NAHAC specified on Exhibit A hereto and incorporated herein by this reference. Contractor shall perform all Services in compliance with all applicable laws and regulations and shall ensure that Contractor's employees or contractors do so. NAHAC will reasonably cooperate with Contractor in connection with the performance of the Services by Contractor.

3. Term & Termination. The term of this Agreement shall commence on \_\_\_\_\_, 2016 and shall continue month to month thereafter.

4. Compensation.

Contractor will be paid by NAHAC for the Services pursuant to the Compensation Schedule attached hereto as Exhibit B and incorporated herein by this reference.

5. Non-Discrimination.

a. During the performance of the Services, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex, gender, gender identity, gender expression, sexual orientation, familial status, disability (including HIV and AIDS), genetic information, citizenship, primary language, immigration status, or any other basis prohibited by applicable state or federal law. Contractor, its employees and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the Federal Fair Labor Standards Act; the Americans with Disabilities Act and the Age Discrimination in Employment Act; Sections 501 and 505 of the Rehabilitation Act of 1973; the Civil Rights Act of 1991; Title VII of the Civil Rights Act of 1964, as amended; the Consolidated Omnibus Budget Reconciliation Act of 1985; the Employee Retirement Income Security Act; Nevada Fair Employment Practices Act (NRS Chapter 613); Federal Fair Housing Act; Nevada fair housing laws; and the applicable regulations promulgated thereunder. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

6. Handling of Conflicts of Interest.

a. Contractor must follow the federal law guidelines found at 31 CFR §31.200 et.seq. Contractor must disclose any existing or potential conflict of interest, including any interest in the Troubled Assets Relief Fund Program ("TARP"), to the performance of this Agreement. Contractor shall identify to NAHAC all such persons and entities to the extent known to Contractor. NAHAC consents to such concurrent representation and waives any conflict of interest that may arise therefrom, subject to NAHAC's right to withdraw such consent by terminating Contractor's representation of NAHAC on any matter creating a conflict of interest.

b. Contractor agrees not to represent any such persons or entities on any related matters without the express written consent of NAHAC.

7. Entirety, Amendments & Construction.

a. This Agreement supersedes any and all other agreements, oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied or referred to herein, and that no other agreement, statement, or promise not contained or referred to in this Agreement shall be valid or binding.

b. This Agreement is entire as to all of the performance to be rendered under it. Breach of any of the performances to be rendered by Contractor shall constitute a breach of the entire Agreement and shall give NAHAC the right to terminate this Agreement.

c. No amendment or modification of the provisions of this Agreement shall be valid unless made in writing and signed by the parties hereto.

d. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both of the parties had prepared it.

8. Notices.

Any notice, tender or delivery associated with or related to this Agreement shall be in writing and may be effectuated by personal delivery, facsimile transmission, overnight delivery, email or U.S. Mail postage pre-paid. Notices given by hand delivery or overnight delivery shall be deemed given when delivered. Notices given by facsimile transmission or email shall be deemed given upon successful transmission, documented by transmittal confirmation or return receipt. Notices given by U.S. Mail postage pre-paid shall be deemed given three (3) days after mailing. Notices shall be addressed as set forth below and either

party may change its contact information for notices by written notice to the other party.

<p><b>NAHAC:</b></p> <p>Nevada Affordable Housing Assistance Corporation Attn: Verise Campbell, COO <u>Physical Address:</u> 7220 Bermuda Road, Suite B Las Vegas, NV 89119 <u>Mailing Address:</u> PO Box 15142 Las Vegas, Nevada 89114 Email: <a href="mailto:vcampbell@nahac.org">vcampbell@nahac.org</a> Facsimile: 888-502-2267</p> <p><u>With Copy To:</u> Robison, Belaustegui, Sharp &amp; Low Attn: Stefanie Sharp, Esq. 71 Washington Street Reno, NV 89503 Email: <a href="mailto:ssharp@rbsllaw.com">ssharp@rbsllaw.com</a> Facsimile: 775-329-7941</p>	<p><b>CONTRACTOR:</b></p> <p>David G. Glover P.O. Box 270653 Las Vegas, NV 89127-4653 Email: <a href="mailto:gglover@consultg2.com">gglover@consultg2.com</a></p>
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9. Prohibition on Assignment. Contractor may not assign any of its rights or delegate any of its duties hereunder, whether in whole or in part, without the prior written consent of NAHAC. Any attempted assignment of rights or delegation of duties, whether in whole or in part, by Contractor without the prior written consent of NAHAC shall be void.

10. Termination, Remedies & Recovery of Attorney's Fees and Costs.

a. Should either party default the performance of this Agreement or materially breach any of its provisions of its provisions, the nondefaulting party shall have, in addition to any other remedy provided for at law or in equity, the option of terminating this Agreement immediately by giving written notice to the defaulting party.

b. In the event Contractor defaults in the performance of this Agreement or materially breaches any of its provisions, or if Contractor is convicted of any crime or offense, is guilty of serious misconduct in connection with performance hereunder, NAHAC may immediately terminate this Agreement without prior written notice to Contractor and NAHAC shall be excused from any obligation to pay unpaid compensation provided for in this Agreement to Contractor.

c. Either party may terminate this Agreement without cause and at any time for any reason, by giving 30 work days' written notice to the other party. NAHAC shall also

have the right to terminate this Agreement immediately without cause upon giving notice in writing to Contractor. Upon a termination, under this Section 10.c., NAHAC shall compensate Contractor proportionately based on the percentage that the work performed by Contractor as of the date of termination bears to the total work to be performed by Contractor under this Agreement; or, if Contractor is being compensated at an hourly rate, NAHAC shall compensate Contractor upon submission and approval of a report of work performed and time expended prior to the date of termination.

d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief to which that party may be entitled. This provision for the recovery of attorney's fees and costs shall be construed as applicable to the entire Agreement.

11. Time of the Essence. Except as specifically provided for herein, time is of the essence in the performance of this Agreement.

12. Partial Invalidity.

If any provision of this Agreement shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

13. Indemnification.

Contractor shall indemnify, defend (with counsel acceptable to NAHAC) and hold harmless NAHAC, its officers, agents and employees (i) from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and (ii) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the negligent or intentionally tortious conduct of its performance of this Agreement, including claims made or resulting from any release of confidential information or data provided to Contractor by NAHAC.

14. Contractor's Qualifications.

Contractor covenants, warrants and represents that: (i) its previous representations to NAHAC regarding its qualifications to perform the Services provided for herein are true and accurate; and (ii) that it is fully qualified and has all of the necessary licenses (if applicable) to provide the Services pursuant to this Agreement.

15. Copyright & Ownership of Materials.

a. As used in this Paragraph, "Work" shall mean all written and printed matter, photographs, art work, pictorial reproductions, drawings or other graphic representations and works of a similar nature, sound recording, films, tapes, original computer programs (including

executable computer programs and supporting data in any form) and any other materials or products conceptualized, developed and/or delivered as a result of this Agreement.

b. For Work requiring the use of copyrighted materials, Contractor represents and warrants it has secured, or shall secure by the time of delivery of the Work, all necessary rights and licenses thereto, and upon NAHAC's request shall furnish to NAHAC the names and addresses of all copyright holder(s) and their agent(s), if any, and the terms of any license(s) or usage granted, at the time of delivery of the Work.

c. Contractor shall deliver to NAHAC, and NAHAC shall be the exclusive owner of, all right, title and interest in the Work, including but not limited to the copyright of the Work and the right to use, duplicate and disclose the Work, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. All Work provided hereunder shall be deemed a "work made for hire" under copyright law.

d. If for any reason NAHAC is not deemed to be the owner of all right, title and interest in the Work, then Contractor hereby assigns all of its right, title and interest in such rights to NAHAC.

e. Contractor represents and warrants that:

- i. he is free to enter into and fully perform this Agreement;
- ii. he has secured or will secure all rights and licenses necessary for the production of the Work;
- iii. neither the Work nor any of the materials contained therein, nor the exercise by either party of the rights granted in this Agreement, will infringe upon or violate the rights or interests of any person or entity;
- iv. neither the Work nor any part of it will (a) violate the right of privacy, or (b) constitute a libel or slander against, or (c) infringe upon the copyright, literary, dramatic, statutory or common law rights of any person, firm or corporation;
- v. he has and shall not grant to any person or entity any right that would or might derogate or encumber or interfere with any of the rights granted to NAHAC in this Agreement.

f. Contractor agrees it shall not use any Work for any purpose other than for the purposes contemplated by this Agreement, and further agrees that, upon termination of this Agreement for any reason, Contractor will immediately turn over all Work, including all copies of all Work in any form, in its possession or under its control to NAHAC. Contractor agrees it will not use any Work, or any information it receives or received from NAHAC in connection with any Work, in any way that could or would result in said Work or information being disclosed, inadvertently or otherwise, to any party other than NAHAC or its

delegate without NAHAC's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, subject to NAHAC's prior written consent, Contractor may use the Work solely for self-promotional purposes, such as on Contractor's website or as part of a portfolio, provided that Contractor indicate thereon NAHAC's ownership of such Work.

g. Contractor agrees to indemnify, defend and hold harmless NAHAC and its licensees and assigns, and their officers, director, employees, agents, representatives, successors, licensees and assigns from and against all claims, actions, damages, losses, costs and expenses, including reasonable attorney's fees, which any of them may sustain because of the use of the Work and any other materials furnished by Contractor under this Agreement, or because of the breach of any of the representations or warranties made in this Agreement.

16. Confidentiality of Data.

a. All financial, statistical, personal, technical, and operational information, including all non-public information of a consumer or customer of NAHAC, and non-public technical and other data and information relating to NAHAC's operation, which are made or become available to Contractor in carrying out this Agreement, shall be protected by Contractor from unauthorized use and disclosure. Contractor will take all reasonable measures, including without limitation such measures as it takes to safeguard its own confidential information, to ensure the security and confidentiality of all information provided to it by NAHAC, to protect against all threats or hazards to the security or integrity of the information, and to protect against unauthorized access to or use of the information.

b. Contractor shall at all times comply with Nevada Revised Statutes ("NRS") Chapter 603A as well as all provisions of Federal privacy laws. Should Contractor experience a breach of the security of any system it maintains to protect data provided by NAHAC or affecting any of NAHAC's operations or customers, or should any unauthorized release of confidential information occur, Contractor will comply with the applicable provisions of Nevada and Federal Law, including without limitation NRS 603A.220, and will take all steps necessary to provide notice to NAHAC and all interested parties, including any Nevada resident whose personal information was, or is reasonably believed to have been, acquired by an unauthorized person. Contractor will also take all steps to correct the cause of said breach and take any and all actions NAHAC deems necessary or appropriate.

c. NAHAC shall have the right, upon reasonable notice, to audit and inspect Contractor's facilities, processes and procedures to ensure the integrity of all information provided by NAHAC. At any time during the term of this Agreement, if NAHAC, in its sole and absolute discretion, determines that Contractor's facilities, processes and procedures do not provide adequate security measures, Contractor shall take such actions NAHAC deems necessary or appropriate to protect the information provided by NAHAC.

d. NAHAC reserves the right to require Contractor, and any employees or contractors of Contractor who may have access to any information provided by NAHAC, to sign a non-disclosure and confidentiality agreement.

17. Performance Review.

Contractor agrees that NAHAC or its delegate shall have the right to review, obtain, and copy all records pertaining to the performance of this Agreement. Contractor agrees to provide NAHAC or its delegate with any relevant information requested and shall permit NAHAC or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant for the purpose of determining compliance with this requirement. Contractor further agrees to maintain such records for a period of three (3) years after the final payment made under this Agreement or until December 31, 2023, whichever is the later to occur.

18. Work Product.

All notes, records, reports, summaries and other data provided to Contractor or generated by Contractor in connection with the services performed under this Agreement is the property of the NAHAC. Upon termination of this Agreement, by cancellation, expiration of its term or otherwise, Contractor will immediately turn over all work product in its possession or under its control to NAHAC. Contractor agrees it will not use any notes, records, reports, summaries or other data received or generated by Contractor in connection with the services performed under this Agreement in any way that could or would result in such data being disclosed, inadvertently or otherwise, to any party other than NAHAC or its delegate without NAHAC's prior written consent. Nothing in this paragraph shall be construed as a waiver of the attorney work product privilege.

19. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together shall constitute one instrument.

20. Nevada Public Records Act.

Contractor acknowledges that, except to the extent that information may be exempt from public disclosure under Nevada or Federal law, the Nevada Public Records Act (NRS Chapter 239), or otherwise exempt from disclosure, information possessed by NAHAC could be subject to disclosure under Nevada law. NAHAC, its directors, officers, agents, employees and advisors will not be in breach of this Agreement as a result of any public disclosure required by Nevada law.

21. OMB Circular A-87. Contractor hereby acknowledges and agrees that any payment made or received under this Agreement is an "administrative expense" subjects to OMB Circular A-87, as revised and amended, and Contractor hereby agrees to comply with any and all requirements thereunder as if the same were spelled out in its entirety and incorporated herein.

22. Emergency Economic Stabilization Act of 2009. Contractor hereby agrees that it shall perform the Services in full compliance with the Emergency Economic Stabilization Act of 2009 (P.L. 110-343) and all other federal, state and local laws, regulations, regulatory guidance, statutes, ordinances, codes and requirements applicable to the provision of the Services by Contractor (collectively, the "Applicable Laws").

23. Subcontracts.

NAHAC is retaining Contractor for the unique skills and expertise of Contractor and its personnel. Contractor will notify NAHAC if a subcontract be made with any other party furnishing any of the work or services provided for in the Agreement.

24. Survival.

The terms, conditions, and warranties contained in the Agreement that by their sense and context are intended to survive the performance hereof by the parties hereunder shall so survive the termination of the Agreement, whether by completion of the performance, cancellation, or otherwise. In addition, the terms of Sections 13 (Indemnification), 16 (Confidentiality of Data), 17 (Performance Review) and 18 (Work Product) shall survive the termination of this Agreement.

25. Governing Law.

This Agreement shall be governed by the laws of the State of Nevada. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of Nevada for all purposes regarding this Agreement and further agrees and consents that venue for any action brought hereunder shall be exclusively in the Counties of Washoe or Clark.

***Remainder of Page Intentionally Left Blank – Agreement Continues on Following Page***

26. Authority.

Each person signing this Agreement on behalf of a party represents and warrants that he or she has the full right, power, legal capacity and authority to sign this Agreement on behalf of such party and that this Agreement shall be binding on that party without the approval of any other person or entity.

**CONTRACTOR'S SIGNATURE BELOW IS CERTIFICATION THAT CONTRACTOR AGREES TO AND WILL COMPLY WITH THE PROVISIONS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE PROVISIONS OF SECTIONS 13 AND 16.**

<b>Contractor:</b>  David G. Glover  By: _____ Name: David G. Glover	<b>NAHAC:</b>  Nevada Affordable Housing Assistance Corporation, a Nevada non-profit corporation  By: _____ Name: Verise Campbell Title: Chief Operating Officer
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**EXHIBIT A**  
**Description of Services**

Operations Oversight:

- Direct, manage and support (or cause to direct, manage and support) the Nevada Affordable Housing Assistance Corporation (NAHAC) Processing Systems operations oversight staff and activities including all subordinate vendors and partners.
  - Manage action items.
  - Review operational reports.
  - Manage NAHAC operations oversight staff.
  - Recommend, direct and ensure implementation of corrective actions to improve Processing Systems efficacy.
- Primary responsibility for oversight of Processing Systems management, staffing, processes, procedures and policies especially as it relates to Call Center, Processing, Eligibility, Document Preparation, Clear-to-Fund, Disbursement and other processes as is necessary.
- Assist in the development and ongoing oversight of reporting of Processing Systems performance metrics and action item progress to the NAHAC COO/CEO and Senior Project Manager in the format and at the frequency as is mutually agreed.
- Assist in the development and ongoing oversight of Processing Systems vendor system requirements to support NAHAC Program including changes to policies and procedures.
- Develop and distribute program updates, as necessary, to Processing Systems and subordinate vendors and partners, servicers and counseling agencies and ensure directives are made available on the program web site.
- Provide oversight of the development and maintenance of operational term sheets for all NAHAC programs.
- Collaborate with the NAHAC COO/CEO and Senior Project Manager in developing proposals to the U.S. Treasury for amendment to the HFA Participation Agreement (HFA) including the development of high-level program term sheets.
- Provide oversight and support of Processing Systems program documents and forms, desk procedures and call center scripts.
- Provide oversight of all operational process improvements and system enhancements at the Processing Systems.
- With the assistance of the NAHAC COO/CEO and Senior Project Manager, approve Processing Systems IT prioritization of deliverables and the cancellation of proposed deliverables.
- Support NAHAC staff in managing the administrative budget, the program budget and vendor budgets to help ensure proper stewardship and effective use of public funds. Use delegated authority to review and approve Processing Systems operational expenses in support of approved and prioritized deliverables.
- Direct NAHAC Processing Systems operations oversight staff in their activities to help ensure the compliance of NAHAC, and subordinate vendors, to federal and state laws and regulations as well as NAHAC program guidelines.

- Support NAHAC compliance and QC efforts.
  - Participate in risk identification and audit findings meetings.
  - Recommend appropriate corrective actions and ensure corrective actions are implemented in a timely manner.
- Manage staff and vendors in the documentation and implementation of appropriate internal controls.
- Support NAHAC audits by the U.S. Treasury.
  - Direct staff in making corrective actions in a timely manner.
- Support NAHAC financial audits by external auditor.
  - Review audit findings, opinion letters and reports regarding the outcomes of interim, ad hoc and annual financial statement audits of NAHAC financing.
  - Manage operations oversight and vendor staff in taking appropriate and timely corrective actions.
- Help to identify staff and recommend candidate selection to fulfill roles in the NAHAC operations oversight organization.
- Help NAHAC develop policies in support of program changes and provide resolution to program and operational issues.
- Lead NAHAC operations oversight and Processing Systems staff in the timely identification of risk, recommend and/or enact mitigation strategies and identify and oversee development and implementation of contingency plans.
- Support ongoing collaboration with Servicers, financial institutions, counselors, government sponsored entities (GSE), Federal Housing Finance Agency (FHFA) U.S. Treasury, local governments and others.
- Review and approve all critical deliverables that are outcomes of Processing Systems operations oversight efforts.
- Direct the ongoing efforts to help ensure the data integrity of the Processing Systems systems.
- Duties as assigned by the NAHAC COO/CEO.

IT Oversight & Support:

- Oversee and support (or cause to oversee and support) the Nevada Affordable Housing Assistance Corporation (NAHAC) and Processing Systems system, infrastructure, disaster recovery mechanisms and related IT infrastructure activities.
  - Manage action items.
  - Review IT reports and summaries.
  - Recommend, oversee and ensure implementation of IT corrective actions to improve Processing Systems efficacy.
- Assist Agency staff and NAHAC in reviewing Springboard's Processing Systems invoices and recommending approval or disapproval of payment by NAHAC of such invoices.
- Review, analyze and recommend approval (or disapproval) of all Processing Systems requests for payment of invoices for technical support of the Processing Systems software system, including, hardware and software purchases, time spent by vendors, and for software system development (e.g., programmer Speridian).

- Develop, negotiate and track IT Services Fee service level agreements (SLA), IT incidents and recommend Service Credits, as necessary.
- Develop, implement and maintain Processing Systems production and NAHAC oversight and management reports as contained in the NAHAC's report catalog.
- Facilitate and report progress on information technology related action items to the NAHAC Operations Oversight Director in the format and as frequently as mutually agreed to by NAHAC and Contractor.
- Review Springboard vendor reporting and interface requirements and provide recommendations for improvement.
- Assess and develop security guidelines for the transmission of the common data file (CDF) to Program loan servicers.
- Monitor and recommend actions necessary to maintain the NMAC System (as defined in the Springboard Agreement) efficiency, capacity and required controls to ensure support for Processing Systems.
- Provide additional oversight, reporting on data analysis of Processing Systems intellectual technology, as necessary, and requested by Agency or NAHAC.
- Oversee Processing Systems vendor system testing, including but not limited load testing, capacity, and system speed.
- Support and follow-up on findings from each Springboard infrastructure reviews.
  - Infrastructure review is a regular assessment and evaluation of the Springboard data security, storage, account, server, disaster recovery plans, and IT infrastructure maintenance including on- site inspection.
- Support and advise NAHAC IT staff in their performance of each Springboard infrastructure review.
- Update, as necessary, the infrastructure review procedures.
- Provide knowledge transfer to the NAHAC IT staff assigned to perform ongoing Springboard infrastructure reviews to help ensure the assigned staff are efficient and effective.
- Review findings from each Springboard infrastructure review and provide recommendations for improvement.
- Perform software version, third party contract assessment, and user acceptance testing for a complete and functioning disaster recovery infrastructure.
- Follow-up on findings from disaster recovery reviews, including database, software versions, file storage, and SAN based replication.

**EXHIBIT B**  
**Compensation Schedule**

**Fees:** Contractor shall be compensated \$95.00 per hour for services based on actual hours worked, up to a maximum monthly payment of \$13,330.00. Each week, Contractor shall provide NAHAC with detailed time sheets reflecting the services performed by Contractor that week. The time sheets shall describe the services performed and shall set forth in detail the time spent on each task. For example: “Telephone Call with \_\_\_\_\_ to discuss \_\_\_\_\_ (.6); Review findings from Springboard infrastructure review on \_\_\_\_\_, 2016 (.8); Prepare recommendations for improvement (.5).”

Contractor will be paid monthly on the 5<sup>th</sup> of the month for services performed the prior month. Contractor will not receive payment unless NAHAC has received, reviewed and approved Contractor’s weekly time sheets reflecting the services performed in the month for which compensation is due.

**Expenses:** Contractor must receive the prior written authorization from NAHAC for any out of pocket expenses associated with the provision of the Services or Contractor will not be reimbursed for said expense(s). To receive reimbursement for pre-authorized expenses, Contractor must submit to NAHAC a request for reimbursement with the backup invoice/receipt for each expense and a copy of the written pre-authorization. NAHAC will reimburse Contractor monthly for pre-authorized expenses on the 5<sup>th</sup> of the month for expenses incurred the prior month. NAHAC shall have the right to audit the books and records of Consultant to verify costs and expenses related to the Services upon request.