

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement (“Agreement”) is made effective this 1st day of January 2019, between Nevada Affordable Housing Assistance Corporation, a Nevada nonprofit corporation (“NAHAC” or the “Company”) and David G. Glover (“Contractor”).

RECITALS

1. 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 (“HFA”) entered into by the U.S. Department of Treasury, the Nevada Housing Division and NAHAC for the purpose of providing prevention services implementing the Hardest Hit Funds Program® (“Hardest Hit Fund”) in the State of Nevada.

2. NAHAC desires to retain the services of Contractor, and Contractor desires to be retained according to the terms and conditions set forth in this Agreement.

3. 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.

NOW, THEREFORE, based on the foregoing and on the mutual covenants and conditions set forth below, and based on the recitals set forth above (which are incorporated herein as a material part of this Agreement), NAHAC and Contractor agree as follows:

1. **Services; Time Devoted.** Company hereby retains Contractor as an independent contractor to perform the Services described in Exhibit A hereto (“Services”). Company is only concerned with the final work product to be provided by Contractor and does not control the manner or means by which the Services are to be performed. Contractor will perform the Services on dates and times determined by Contractor. Contractor need not be on site to perform the Services. Contractor shall determine how much time and effort to devote to performance of the Services. Company has not reserved the right to control, has not actually controlled, and does not exercise any control over when and for how long Contractor performs the Services. Nor has Company supervised or controlled, or attempted to supervise or control, the manner and means by which Contractor performs the Services.

Contractor covenants, warrants and represents that his previous representations to NAHAC regarding his qualifications to perform the Services provided for herein are true and accurate, and that Contractor is fully qualified and has all of the necessary licenses (if applicable) to provide the Services requested hereunder. Nothing in this Agreement shall be construed to require Contractor to provide the Services to Company at any specific time, or in any specific manner. Contractor shall provide the Services according to Contractor’s own lawful means and methods of work. Contractor shall be entirely and solely responsible for Contractor’s acts, and for the acts and compensation of any agents, employees and subcontractors engaged by Contractor in connection with Contractor’s performance of the Services. In performing the Services, Contractor shall comply with all applicable laws, rules, and regulations and will procure and maintain all necessary licenses, permits, and other approvals (and promptly provide evidence of the same to Company upon Company’s request).

Contractor will spend the necessary time and energy fulfilling the obligations under this Agreement. The foregoing will not prohibit Contractor from engaging in any other business activities during the term of this Agreement, and/or from being employed by other persons or entities during the term of this Agreement, provided that such other persons or entities are not direct competitors of the Company. To the contrary, it is expected that Contractor will perform other business activities, unrelated to the Company, during the term of this Agreement, and Contractor herein represents to Company that Contractor advertises and offers services to the general public, not just to the Company, on a regular and consistent basis, provided that Contractor's services to other individuals or entities do not present an actual or potential conflict of interest. Concerning conflicts of interest, Contractor acknowledges that it must follow the federal guidelines found at 31 CFR § 31.200 et seq. Contractor must disclose any existing or potential conflict of interest, including any interest in the Trouble Assets Relief Fund Program ("TARP"), to the performance of this Agreement. Contractor agrees not to perform any work on any matters creating a conflict of interest, or on any matters related to NAHAC, without NAHAC's written consent. NAHAC reserves the right to withdraw any consent given to Contractor to perform services on any matter creating a conflict of interest or otherwise relating to NAHAC.

2. **Payment for Services.** Contractor shall receive payment for Services as set forth in Exhibit B hereto.

3. **Term.** The term of this Agreement will commence as of the date the Parties sign this Agreement. Either party may terminate this Agreement upon thirty (30) days' notice to the other Party.

4. **Insurance.** Contractor represents that it has in place all insurance required in order for Contractor to conduct business in the geographic location(s) in which Contractor will perform Services. Throughout the term of this Agreement, Contractor shall maintain all insurance that Contractor is required and/or desires to maintain in connection with Contractor's business and/or in connection with the Services. All premiums and/or other costs relating to such insurance shall be paid exclusively by Contractor and shall not be the responsibility, in whole or in part, of Company.

5. **Independent Contractor.** In the performance of the Services for Company, Contractor (and any individuals retained by Contractor to perform the Services) will at all times and for all purposes be acting and performing as an independent contractor with respect to Company. The Parties desire to enter into an independent contractor relationship. Nothing contained herein is intended or may be construed to create an employer-employee relationship, joint venture relationship or any other relationship between Contractor and Company other than that of an independent contractor relationship.

Contractor acknowledges that as an independent contractor, neither Contractor nor anyone employed by or working for Contractor are employees of Company or have any claim, under this Agreement or otherwise, against Company for workers' compensation, employee compensation, vacation pay, sick leave, health insurance benefits, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other benefits. Company will not withhold, or in any way be responsible for, the payment of any income taxes, F.I.C.A. taxes, unemployment compensation or workers' compensation contributions, Social Security, or any other payments on behalf of Contractor, and all such withholdings or obligations are Contractor's sole responsibility. Company will issue Contractor a Form 1099 for payments remitted under this Agreement. Contractor hereby agrees to indemnify, defend, and hold harmless Company from any and all loss or liability arising with respect to payments from Company as well and any withholdings and/or benefits that may be required as a result of Contractor's

receipt of those payments. In the event that the Internal Revenue Service (“IRS”) or other governmental agency should question or challenge the independent contractor status of Contractor under this Agreement, Company has the right to participate in any discussion or negotiation occurring with the IRS or other such governmental agency, irrespective of by whom such discussions or negotiations were initiated.

As an independent contractor, Contractor is solely responsible for the method, order, and sequence by which the Services are performed (Company is only interested in the results thereof), and to provide its own transportation, tools, materials and supplies necessary to perform the Services. Contractor will not receive training or instruction from Company concerning the Services, but rather, is expected to use Contractor’s own skill, training, knowledge, and expertise (and/or the skill, training, knowledge, and expertise of those that Contractor hires) to perform the Services. Contractor acknowledges that Contractor (and/or those Contractor hires) already possess the requisite skill, training, knowledge, and experience without the need for any training by Company.

6. **Confidential Information.** All financial, statistical, technical or operational information, including any and all non-public information concerning consumers or customers of NAHAC, and non-public technical and other data and information relating to NAHAC’s operations, which is made or becomes available to Contractor in performing the Services shall be protected by Contractor from unauthorized use or disclosure. Contractor shall 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 Contractor 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.

7. **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.

8. **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.

9. **Nondiscrimination.** During the performance of the Services, Contractor and its subcontractors shall not unlawfully discriminate, harass or permit discrimination or harassment, against any person because of race, religion, color, national origin, ancestry, physical or mental disability, age

(over 40), sex, gender, gender identity, gender expression, sexual orientation, genetic information, citizenship, immigration status, or any other basis prohibited by applicable state or federal law. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

10. **Severability or Partial Invalidity.** Should any provision or portion of this Agreement be declared or determined to be illegal, invalid, unenforceable or inoperative for any reason, the legality, validity, enforceability or effectiveness of the remaining portions, terms or provisions shall not be affected thereby.

11. **Law Governing Agreement.** This Agreement shall be deemed to have been executed and delivered within the State of Nevada, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Nevada without regard to principles of conflict of laws.

12. **Interpretation.** The language in all parts of this Agreement shall be, in all cases, construed according to its fair meaning and not strictly for or against either party, and any ambiguities shall not be strictly construed for or against either party.

13. **Complete Agreement; Amendment, Modification.** This Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the subject matter. This Agreement may not be extended, renewed, amended, or modified other than by a written agreement executed by NAHAC and Contractor.

14. **Binding and Non-Assignable.** Contractor recognizes that this Agreement is binding and acknowledges and agrees that Contractor has read this Agreement and fully understands it, has had the opportunity to consult with legal counsel of its choice prior to execution, and agrees and intends to be bound hereby.

IT IS SO AGREED.

NEVADA AFFORDABLE HOUSING
ASSISTANCE CORPORATION:

By: _____

Timothy Whitright, President and Chairman

CONTRACTOR:

By: _____

David G. Glover

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 including all subordinate vendors and partners.
 - Manage action items.
 - Review operational reports.
 - Manage NAHAC operations vendors and partners.
 - Recommend, direct and ensure implementation of corrective actions to improve Processing Systems efficacy.
- Primary responsibility for oversight of Processing Systems management, 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 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.
- Direct NAHAC Processing Systems operations 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.
 - Recommend appropriate corrective actions and ensure corrective actions are implemented in a timely manner.
- Oversee documentation and implementation of appropriate internal controls.
- Support NAHAC audits by the U.S. Treasury.
 - Oversee timely corrective actions.
- 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 NAHAC develop policies in support of program changes and provide resolution to program and operational issues.
- Lead NAHAC operations oversight and Processing Systems 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.
- Oversee ongoing efforts to help ensure the data integrity of the Processing Systems systems.

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 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 NAHAC in 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
Payment Schedule

Fees: Contractor shall receive a flat fee of \$8,750 per month for performance of the Services. Contractor will be paid monthly on the 5th of the month for services performed the prior month.