

# Oregon Housing and Community Services

## Public Records Request

### OHCS-PRR-23-53

#### Redactions:

ORS 192.345(2): Trade secrets. "Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to certain individuals within an organization and which is used in a business it conducts, having actual or potential commercial value, and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

ORS 192.355(24)(h) Project cost certifications and cost data.

Prepared by:  
Jaci Davis  
jaci.davis@hcs.oregon.gov

Completed: 6/5/2023

**STATE OF OREGON**  
**INFORMATION TECHNOLOGY SERVICES CONTRACT**

This Information Technology Services Contract (“Contract”) is entered into by and between the State of Oregon (State) acting by and through its Housing and Community Services Agency (“Agency” or “OHCS”), and Benevate, Inc., doing business as “Neighborly Software”, as registered with Oregon Secretary of State, a Delaware corporation (“Contractor”) and is effective as of the Effective Date (defined below).

**RECITALS**

1. The Disaster Relief Supplemental Appropriations Act, 2022 (Pub. L. 117-43), approved September 30, 2021 (the “Appropriations Act”), makes available Community Block Grant Disaster Recovery (CDBG-DR) funds. Agency received a direct federal allocation in CDBG-DR funds from the Appropriations Act of \$422 million from the Department of Housing and Urban Development (“HUD”) to assist in long term recover from disasters occurring in 2020.
2. Agency desires to engage a Contractor to provide a Software as a Service solution that administers a federal Community Development Block Grant for Disaster Recovery (CDBG-DR) including its programs and management of grant funds, to serve as a “System of Record” (“SOR” or “System”) and related services (the “Services” as defined below) to enable Agency to achieve specific business and Agency mission objectives defined in this Contract. To that end, Agency issued RFQ# 7322 pursuant to Emergency Declaration dated February 8, 2022, as amended.
3. Contractor is the successful Offeror to the RFQ and Agency desires Contractor to provide the System and perform the Services.
4. Contractor desires to perform the Services for Agency.

**AGREEMENT**

In consideration of the foregoing recitals and the mutual terms and conditions set forth below, Agency and Contractor agree as follows:

**1. DEFINITIONS.**

“**Acceptance**” or “**Accepted**” means written confirmation by Agency that Contractor has completed a Deliverable according to the Acceptance Criteria and the Deliverable is accepted for purposes of interim payment. These terms are distinct from “Final Acceptance.”

“**Acceptance Criteria**” means the criteria for accepting Deliverables under this Contract, including but not limited to Requirements, specifications for a specific Deliverable set forth in the applicable Statement of Work, and the Performance Warranties set forth in Section 11.2.

“**Acceptance Tests**” means those tests which are intended to determine compliance of Deliverables and the Services with the Acceptance Criteria of this Contract.

**“Agency Data”** means information created and information stored by Agency through the Services, and information created and collected by Contractor regarding Agency and its clients during the course of providing the Services, including Personal Information.

**“Agency Intellectual Property”** means any intellectual property that is owned by Agency, including Agency Data. Agency Intellectual Property includes any derivative works and compilations of any Agency Intellectual Property.

**“Agency Project Manager”** means the person representing Agency who serves as Contractor’s primary point of contact for the Services.

**“Authorized Representative”** means a person representing a party to this Contract who is authorized to make commitments and decisions on behalf of the party regarding the performance of this Contract. Contractor’s Authorized Representative is the person so identified in Exhibit E. Agency’s Authorized Representative is the person so identified in Exhibit F.

**“Business Days”** means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, excluding State of Oregon holidays and business closure days.

**“Calendar Days”** means contiguous days.

**“Change Order”** means a form of Contract amendment pursuant to Section 7 that makes changes to a Statement of Work or Exhibit B within the scope of this Contract.

**“Configuration”** means activating, arranging, or adjusting out-of-the-box functionality to best meet the needs and preferences of the Agency.

**“Contractor Intellectual Property”** means any intellectual property that is owned by Contractor and contained in or necessary for the use of the Deliverables or Services. Contractor Intellectual Property includes System owned by Contractor, including but not limited to the application as described herein, and derivative works and compilations of any Contractor Intellectual Property.

**“Customization”** means the creation of a feature, extension, or modification specifically for the Agency that is not available to other clients of the Contractor.

**“Data Error”** means errors in data or results caused by failures in data conversion or failures caused by the Services. Data entry errors are not Data Errors.

**“Defect”** means a reproducible failure of the Subscription Services to operate in accordance with Requirements and with specifications in the applicable Statement of Work, and as required under a Service Level Agreement, despite the proper use of the Subscription Services. A Defect may be due to a Data Error, or a problem with the Subscription Services, Documentation, or both. Prior to Final Acceptance, a Defect may be due to a missed, missing, or misinterpreted Requirement.

**“Deliverables”** means all items, including Work Product, that Contractor is required to provide to Agency under this Contract.

**“Delivery Schedule”** means the attributes of the applicable Statement of Work setting forth the completion date of each Milestone, the delivery date for each Deliverable, and other dates for delivery of Services.

**“Documentation”** means all documents, including documents that are Deliverables described in a Statement of Work, and which may include operator’s and user’s manuals, training materials, guides, commentary, listings, requirements traceability matrices and other materials for use in conjunction with and for the operation of the Services. Documentation includes documents in hard copy or electronic form.

**“Effective Date”** means the date specified in Section 2 or the date on which this Contract is fully executed and approved according to applicable laws, rules and regulations, whichever is later.

**“Enhancements”** means improvements to or additional components of the Services that add functionality.

**“Go-Live”** means the Milestone date identified in a Statement of Work, Change Order, or applicable Accepted Deliverable, on which the Subscription Services will be available for Agency and its users in a Production Environment for the processing of transactions in accordance with Requirements and Service Level Agreements. A Go-Live date may be associated with the initial Implementation of the Services, a specific phase or Enhancement under a Statement of Work, a Change Order, or an Enhancement Order.

**“Help Desk Services”** means all necessary activities to assist the users to effectively and efficiently use the Subscription Services. Support will be negotiated with the successful Offeror, but is anticipated to include the support described in Exhibit B, Service Level Agreements.

**“Implementation”** or **“Implement”** means the process of Contractor preparing and configuring the System or a component of the Subscription Services to the stated Agency use. Implementation includes all Services required to provide complete and functioning Subscription Services, and to prepare Agency to use it effectively.

**“Key Persons”** means Contractor’s Authorized Representative, the Project Manager, and all other Contractor personnel designated as Key Persons in Exhibit E.

**“Milestone”** means the completion date for a specific group of Tasks or Deliverables identified as a Milestone in a Statement of Work.

**“Production Environment”** means the hardware, System, including operating system software, and the system architecture and firmware necessary for the Subscription Services to operate.

**“Project”** means the effort associated with Implementation of the Subscription Services, a well-defined sequence of events with an identifiable beginning and ending which purpose is to achieve an identifiable goal, i.e., the configuration, integration, development, implementation, testing, training, operations and maintenance of the Subscription Services under the Contract.

**“Project Manager”** means Contractor’s representative who manages the processes and coordinates the Services with Agency’s Authorized Representative to ensure delivery of the Deliverables and completion of Milestones. Contractor’s Project Manager is the person so identified in Exhibit E.

**“Requirements”** are the functions and elements required for the Subscription Services. Requirements are in Exhibit J, and will be managed via Deliverables identified in the Statement of Work.

**“Schedule of Deliverables”** means the attributes of a Statement of Work that describe each Task, Deliverable, measurable attributes of each Deliverable and Milestone with identification of the Services that are associated with them, and a completion date for each Milestone and Deliverable.

**“Scheduled Downtime”** means any period of time during which the System or Services are unavailable due to the Contractor’s planned maintenance and support of the System or Services. Scheduled Downtime and are excluded from the 99.5% Service Availability calculation.

**“Support Services”** means technical support assistance provided by Contractor’s personnel to Agency’s designated administrators for problem resolution, bug reporting, and/or technical assistance.

**“Services”** means all effort to be expended by Contractor under the Contract, including installation, configuration, implementation, maintenance and support of the SaaS, completion of Tasks, and development and delivery of Deliverables and Work Product.

**“Service Level Agreement”** or **“SLA”** means an agreement that defines specific elements of the Subscription Services and the Services, periods of time for completing the defined Services, measurable conditions for determining successful completion or performance of the Subscription Services or Services, and consequences for not meeting the SLA. The SLA may contain conditions for starting, stopping, and pausing the measurement of the relevant time period. SLAs are in Exhibit B.

**“State”** means the State of Oregon.

**“Statement of Work”** or **“SOW”** means one or more of the documents within this Contract that describes the Services to be provided by Contractor, including the Tasks, Deliverables and Milestones, the attributes (including requirements and specifications) of each Deliverable, identification of the Deliverables and Services that are associated with each Task, and a completion date for each Milestone and Deliverable, and any other items as agreed by the parties and attached hereto as a Statement of Work, including as amended pursuant to Section 7. As used in this Contract, except where otherwise expressly identified as being applicable only to a specific SOW, a reference to “Exhibit A,” “SOW” or “Statement of Work” means the applicable Exhibit A (e.g., Exhibit A-1, Exhibit A-2, etc.) individually.

**“System”** means the SaaS solution that Contractor will provide Agency access to to administer a federal Community Development Block Grant for Disaster Recovery (CDBG-DR) including its programs and management of grant funds and to serve as Agency’s “System of Record”.

**“Software”** means any computer programs, routines, or subroutines, including operating software, programming aids, application programs, and software products.

**“Task”** means a segment of the Services to be provided by Contractor under this Contract.

**“Third Party Intellectual Property”** means any intellectual property owned by parties other than State or Contractor. Third Party Intellectual Property includes Software owned by Third Parties, and derivative works and compilations of any Third-Party Intellectual Property.

**“Unscheduled Downtime”** means any time the System is not available due to an event or

circumstance excluding Scheduled Downtime or Force Majeure and the amount of time required by Contractor to resolve or provide a work around for the failure of any documented feature required to complete a primary function of the System in accordance with the Documentation.

“**Update**” means any error correction, bug fix, patch, enhancement, improvement, , update, new version, release, revision or other modification to the System or Services provided or made available by the Contractor pursuant to the Contract, including, without limitation, any update designed, intended, or necessary to make the System, Services, or Agency’s use thereof compliant with applicable law.

## **2. TERM.**

The Effective Date of this Contract is the date on which this Contract is fully executed and approved according to applicable laws, rules and regulations, whichever is later. This Contract terminates two years from date of execution, unless otherwise terminated or extended in accordance with its terms.

## **3. SCOPE OF SERVICES.**

### **3.1. Performance and Delivery.**

**3.1.1. Responsibilities of Contractor.** Contractor shall deliver the Subscription Services and perform the Services as set forth in the applicable Statement of Work and Service Level Agreements, and in accordance with the applicable current, Accepted Project Implementation Plan and Schedule and the standards and methodologies set forth in this Contract. Contractor shall provide the Subscription Services and perform the Services:

3.1.1.1. Employing a methodology that conforms to the standards established by the Project Management Institute (PMI) as described in the Project Management Body of Knowledge (PMBOK), Sixth Edition or more current (PMBOK Guide, ANSI/PMI 99-001-2017, or as updated), supplemented by standards set forth in ISO 12207; and

3.1.1.2. In compliance with information technology standards established by Enterprise Information Services (EIS), found at: <https://www.oregon.gov/das/Pages/policies.aspx#IT> and which may be updated from time to time.

3.1.2. Contractor shall cooperate with Agency and its designated third parties, including its Quality Assurance contractor, by providing access and information on the Subscription Services’ architecture, design, operating environment, security, interfaces, and operating parameters as required for all oversight activities and Agency-identified third-party services.

3.1.3. If Contractor provides equipment or hardware to Agency, Contractor shall deliver it to Agency F.O.B. destination, to the destination specified by Agency, according to the delivery schedule approved by Agency, and bear all risk of loss of, or damage to, the

equipment or hardware unless and until title passes to Agency. Lease or purchase terms will be negotiated with the Contractor.

**3.2. Responsibilities of Agency.** If a Statement of Work requires Agency to provide any resources, and Agency fails to provide the requisite quality or quantity of such resources, or fails to provide such resources in a timely manner for a period that does not exceed twenty (20) Business Days, Contractor's sole remedy is an extension of the applicable delivery dates corresponding to the delay. If Agency's failure to provide such resources exceeds twenty (20) Business Days, and Contractor can show to the reasonable satisfaction of Agency, that the Agency's failure has resulted in an unavoidable increase in the cost of the Services required for the Statement of Work then Contractor will be entitled to recover from Agency the reasonable amount of such increased costs. Contractor's right to delay applicable delivery dates or recover for increased costs may be exercised only if Contractor provides Agency with reasonable notice of Agency's failure and Contractor uses commercially reasonable efforts to perform notwithstanding Agency's failure to perform.

**3.3. Delivery and Review of Deliverables**

3.3.1. Contractor shall perform the Tasks and deliver Deliverables as set forth in the Statement of Work attached hereto as Exhibit A or the then current, Accepted Project Implementation Plan and Schedule, by no later than the date or dates set for delivery in the Statement of Work or the then current, Accepted Project Implementation Plan and Schedule. Delivery dates are set forth in the applicable Statement of Work and are subject to Agency performing its responsibilities in a timely manner.

3.3.2. Contractor shall provide written notice to Agency upon delivery of a completed Deliverable to Agency. By no later than (i) fifteen (15) Business Days after receipt of such notice, or (ii) the date set forth for Agency's review in the current Accepted Project Implementation Plan and Schedule, Agency will determine whether the Deliverable meets Acceptance Criteria set forth in the Contract. The Status Reports deliverable is an exception to the fifteen (15) Business Days and the Agency will determine if that deliverable meets Acceptance Criteria no later than five (5) Business Days after receipt. Acceptance Criteria includes all requirements for a Deliverable and associated Services described in the Statement of Work, and the Performance Warranties in Section 11.2. With respect to any Deliverables that are susceptible to Acceptance Testing, Agency will conduct Acceptance Testing as set forth in Section 3.4. If Agency determines that the Deliverable meets, in all material respects, Acceptance Criteria, Agency will notify Contractor of Agency's Acceptance in writing.

3.3.3. If Agency determines that a Deliverable does not meet the Acceptance Criteria in all material respects, Agency will notify Contractor in writing of Agency's rejection of the Deliverable and describe in reasonable detail in such notice Agency's basis for rejection of the Deliverable. Upon receipt of notice of non-acceptance, Contractor shall, within a fifteen (15) Business Day period, modify or improve the Deliverable at Contractor's sole expense so that the Deliverable meets, in all material respects, the Acceptance Criteria, and notify Agency in writing that it has completed such modifications or improvements and re-tender the Deliverable to Agency. Agency will

thereafter review the modified or improved Deliverable within fifteen (15) Business Days of receipt of the Contractor's delivery of the Deliverable. Failure of the Deliverable to meet the Acceptance Criteria in all material respects after the second submission will constitute a default by Contractor. In the event of such default, Agency may either (i) notify Contractor of such default or instruct Contractor to modify or improve the Deliverables as set forth in this section, or (ii) notify Contractor of such default and pursue its remedies for default under Section 15 of this Contract.

3.3.4. **Go-Live.** The Contractor shall complete Implementation of each Program in accordance with Exhibit A, Statement of Work; Exhibit J, Requirements; and the current Accepted Project Implementation Plan and Schedule. Upon Agency's notice to proceed with the Go-Live Implementation Task, Contractor shall implement the Subscription Services in the Production Environment and complete the "Go-Live" activities described in the current Accepted Project Implementation Plan. The Subscription Services will be used to validate they are functioning in the Production Environment, validate the Implementation methodology, validate user and other preparedness activities, and to determine if the Subscription Services are in material conformance with Requirements set forth herein., .

3.4. **Stabilization Period.** After Go-Live, Agency will use the Subscription Services for processing of data in a statewide live Production Environment for a period of thirty (30) Calendar Days ("Stabilization Period").

3.4.1. At the end of the Stabilization Period, if any Defects discovered during the Stabilization Period remain uncorrected, Agency will grant Contractor one additional five (5) Business Day period from the end of the Stabilization Period to correct and retest such Defects. If the Defects are not corrected during that period, unless Agency in its discretion allows additional time for correction, Agency may declare a material breach of this Contract by Contractor.

3.4.2. Completion of the Stabilization Period for the final phase of Implementation will mark the end of the Implementation Task.

3.5. **Final Acceptance.** "Final Acceptance" of the Implementation of the Subscription Services will occur when the following events have occurred, or conditions exist:

3.5.1. Agency has notified Contractor that the Services meet all Acceptance Criteria, and all required testing has been successfully completed, including as specified in Section 3.5 and in the applicable Statement of Work;

3.5.2. The Subscription Services are stable, complete, and operating correctly as specified in Section 3.5 and in the applicable Statement of Work, and without Level 1, Level 2, or Level 3 Defects;

3.5.3. Agency has notified Contractor that State of Oregon authorizations to Accept the Services have been received;



- 3.5.4. Documentation is updated and complete based on any system changes completed during stabilization, inventoried, and Accepted by Agency;
- 3.5.5. Contractor has reconciled all Requirements against the stabilized Subscription Services to ensure Contractor has clearly and transparently met each Requirement; and
- 3.5.6. Contractor has completed and Agency has Accepted Deliverables for User Training and Technical Training as specified in the applicable Statement of Work.

**3.6. Ongoing Services.** Following Final Acceptance, Contractor shall provide Agency and its end users the Subscription Services **on an annual basis** as set forth in this Contract.

3.6.1. **Service Level Agreements and Performance Metrics.** Contractor shall meet the performance metrics and Service Level Agreements established in Contract Exhibit B, Service Level Agreements, during the Contract term. Contractor shall, at no additional charge to Agency, furnish such materials and Services necessary to correct any Defects in the Services that prevent the Subscription Services from meeting their Acceptance Criteria and otherwise complying with the terms of this Contract.

3.6.2. **Updates.** Contractor shall furnish Updates to the Subscription Services to Agency without additional charge when such Updates are made generally available by Contractor to its customers without additional charge. Contractor will provide release notes describing each Update, when furnished, and documentation for the appropriate user manuals.

3.6.3. **Enhancements.** Contractor shall inform Agency of the availability of Enhancements for which a separate license fee and license agreement are required. If an Enhancement is licensed by Agency under an amendment to this Contract completed in accordance with Section 7, this Contract will apply to such Enhancement. Agency understands additional fees may apply.

3.6.4. **Technology Refresh.** It is Contractor's intent to provide Agency with Subscription Services which meet or exceed industry standards for the duration of the Contract. As such, and subject to the terms and conditions of this Contract, Contractor shall use commercially reasonable efforts to update the Subscription Services to support new frequencies, technologies, and services during the Contract term consistent with updates provided to its other customers. Contractor has the right to update the System or Hardware and implement new technologies to better serve Agency and its end users in accordance with Exhibit B.

3.6.5. **Business Continuity Management and Disaster Recovery.** Contractor shall deliver and maintain Business Continuity Management and Disaster Recovery Plan and Procedures for the Subscription Services that are acceptable to Agency. In the event of a disaster, Contractor shall comply with the provisions of and deliver Services according to the Business Continuity Management and Disaster Recovery Plan and Procedures.

**3.6.6. Response to Public Records Request for Agency Data.** The Subscription Services are the system of record for Agency Data. Agency, as an executive department agency of State, must respond to requests for Agency Data and other public records under Oregon's Public Records laws, including ORS 192.311 to 192.478, within set timeframes. Contractor shall support the ability of Agency to respond to public records requests for Agency Data in accordance with applicable law.

### **3.7. Performance Reporting.**

#### **3.7.1. Failure to Perform.**

3.7.1.1. If Contractor fails to meet a performance standard, such as a Service Level Agreement or a Security and Hosting Requirement, Contractor shall (i) investigate, assemble and preserve pertinent information with respect to, and report on the causes of, the failure, including performing a root cause analysis of the failure; (ii) advise Agency, as and to the extent requested by Agency, of the status of remedial efforts being undertaken with respect to such failure; (iii) minimize the impact of and correct the problem and begin meeting the performance standard; and (iv) take appropriate preventive measures so that the failure does not recur.

3.7.1.2. As provided in Section 15.1, Contractor agrees to pay the damages, service credits, or liquidated damages specified in Exhibit B if Contractor fails to provide the Services or provide Deliverables or other Services as and when required by this Contract or fails to meet the performance standards and Service Level Agreements specified in Exhibit A or Exhibit B. This section does not limit Agency's rights with respect to the events upon which Agency may rely as a basis for Agency's termination of this Contract for cause.

**3.7.2. Measurement and Monitoring Tools.** Contractor shall measure and monitor the performance of the Subscription Services against the applicable Service Level Agreements and shall use the necessary measurement and monitoring tools and procedures required to do so. Such measurement and monitoring must permit reporting at a level of detail sufficient to verify compliance with the Service Level Agreements, and is subject to audit by Agency. Contractor shall provide Agency with information and access to such tools and procedures at no additional charge, for purposes of auditing and verification in accordance with Exhibit B.

**3.8. Transition Services, Maintenance Portal, and Wind Down.** Upon the expiration or termination of the Contract for any reason, upon request from Agency, Contractor shall provide: (i) transition services to support a responsible and secure transition of Services and Agency Data to Agency or to another service provider (any additional costs associated with transition to another service provider will be the responsibility of the Agency) ("Transition Services"); or (ii) Agency access to a Maintenance Portal (as described in Section 3.8.2 below); or (iii) both.

**3.8.1. Transition Services.** Upon receipt of a notice prior to expiration that Agency will engage Contractor's Transition Services, or receipt of notice of termination and notwithstanding the reason for termination (whether for cause or without cause and whether by Contractor or Agency, and whether for all or some Services), Contractor shall continue to provide Services, inclusive of the Subscription Services, and provide Transition Services as described in the Transition Plan (defined below) for the period set in the notice and in the subsequent Transition Plan (the "Transition Period"), on the following conditions:

- 3.8.1.1. Agency is up to date with its undisputed payment obligations at the commencement of the Transition Period, and
- 3.8.1.2. Agency pays all undisputed invoices during the Transition Period in accordance with its obligations referenced in Section 6.
- 3.8.1.3. If during the Transition Period Contractor believes Agency is not in compliance with the foregoing conditions, Contractor shall give Agency written notice of such noncompliance and Agency will have fifteen (15) Business Days, or such longer period to which the parties may agree, to correct the noncompliance before Contractor may end the Transition Period and move to the Wind-Down Phase described below.
- 3.8.1.4. **Transition Plan.** Contractor and Agency will outline a Transition Plan as defined in deliverable 14 in the Statement of Work, Attachment A, The Transition Plan may serve as confirmation of a Transition Services Task in the Statement of Work. The Transition Period will commence on the date set in the Transition Plan; provided, however, if Contractor does not deliver an acceptable Transition Plan on or before the Contract termination date, then the parties will abide by a draft of the plan promulgated by Agency until the Transition Plan is approved by DOJ. The Transition Plan must address at least:
  - The respective Tasks and Deliverables to be completed by each party in during the Transition Period,
  - A schedule pursuant to which such Tasks and Deliverables will be completed, and
  - A schedule identifying which party is responsible for paying the cost (if any) related to each Task and Deliverable. This schedule may include Transition Services that will not exceed the current Contract NTE. If the parties agree Transition Services require new or additional Services that cause an increase in the Contract NTE, the Transition Plan will be in the form of a Contract amendment.
- 3.8.1.5. The parties will cooperate in good faith with each other in connection with their obligations under this Section 3.8 and will perform their obligations under the Transition Plan. If the Transition Period extends beyond the Contract term,

the provisions of this Contract remain in effect for the duration of the Transition Period.

- 3.8.1.6. Contractor shall complete the transition of Agency Data and Services from Contractor and its subcontractors to Agency and to any providers that Agency designates, without causing any unnecessary interruption of or adverse impact on the Services.

Without limiting the generality of the aforementioned obligations, Contractor shall:

- 3.8.1.6.1. Cooperate with Agency and any Agency-designated provider by promptly taking all steps required to assist Agency in completing the Transition Plan.
- 3.8.1.6.2. Provide Agency and any Agency-designated provider with all information regarding the Subscription Services, Agency Data, and Deliverables that these parties will need to complete the Transition Period. This includes data conversions, data access or transfers, and interface specifications.
- 3.8.1.7. Promptly and orderly conclude all Services as Agency may direct. This includes the return of property under Section 16.6, documentation of any work in progress, and other measures.
- 3.8.2. **Maintenance Portal.** As set forth in Section 3.8 above, upon the termination of the Contract or at the end of a Transition Period, at Agency's option and subject to a separate license agreement, Contractor shall maintain Agency's CDBG-DR portal and all Agency Data and provide Agency with access to Agency's CDBG-DR portal and all Agency Data through a "Maintenance Portal" to be maintained by Contractor. Contractor's Maintenance Portal provides Agency with access to Agency's existing CDBG-DR portal and all Agency Data for a limited number of users (the number of users to be agreed upon between the parties). The Maintenance Portal includes:
- Hosting/Security in Microsoft FedRAMP Data Center (using Microsoft Azure Commercial Cloud)
  - Data Storage, Backup, and Recovery
  - Technical Support
  - Access to all cases and documents
  - Access to CDBG-DR dashboard and reporting
  - Access to Report Builder for ad hoc reporting
- 3.8.2.1. The Maintenance Portal does not include the ability to create new applications or cases or edit current cases. Pricing for the Maintenance Portal depends upon the number of records/cases maintained in the portal.

3.8.3. **Wind-Down.** Upon the later of (i) the termination of this Contract or (ii) termination of the Maintenance Portal or the end of the Transition Services, Contractor will: (i) disable the Subscription Services and (ii) provide the Agency with a final extract of the Agency Data via the Secure File Transfer Protocol (SFTP), within a reasonable time, not to exceed thirty (30) Calendar Days from the date of the termination. The extraction and transfer of the Agency Data will be provided without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor. Agency will pay Contractor all amounts payable to Contractor for Deliverables or Services delivered, and pre-approved expenses incurred through the end of the Contract or Transition Period; provided, however, when such termination is due to the breach or bankruptcy of Contractor, Agency will not be required to pay any amounts claimed by Contractor to be due until Agency determines what, if any, setoffs are required and the remedies owed to Agency are either agreed upon by Contractor through a settlement or ordered by a court of competent authority.

#### **4. CONTRACTOR'S PERSONNEL.**

4.1. **Key Persons.** Contractor acknowledges and agrees that Agency selected Contractor, and is entering into this Contract, because of the special qualifications of Contractor's Key Persons identified in Exhibit E. Contractor's Key Persons shall not delegate performance of their powers and responsibilities they are required to provide under this Contract to another Contractor employee(s) without first obtaining the written consent of Agency. Further, Contractor shall not voluntarily re-assign or transfer a Key Persons to other duties or positions such that the Key Person is no longer available to provide Agency with the required expertise, experience, judgment, and personal attention, without first obtaining Agency's written consent to such re-assignment or transfer, which Agency will not unreasonably withhold or delay. Contractor agrees that all Key Persons and other staff are to be located "on shore", within the continental United States.

Notwithstanding the foregoing, Contractor may replace Key Persons without Agency's consent in the event any Key Persons are no longer available due to circumstances beyond Contractor's reasonable control, such as death, illness, or termination of employment with Contractor. In the event Contractor requests that Agency approve a re-assignment or transfer of the Key Persons, or if Contractor must replace Key Persons, Agency may review the qualifications of, and approve or reject the proposed replacement(s) for the Key Persons. Any such replacement must have substantially equivalent or better qualifications than the Key Person being replaced. Any replacement personnel approved by Agency will thereafter be deemed a Key Person for purposes of this Contract and Exhibit E deemed amended to include such Key Person. Agency reserves the right to determine if a replacement Key Person has acquired the project knowledge and skills necessary to perform within the twenty-eight (28) Calendar Day period following Agency approval of the replacement Key Person.

4.1.1. Contractor shall not charge Agency, and Agency will not pay, for a replacement Key Person while such replacement acquires the project knowledge and skills necessary to

perform the Services. Such period of non-charge will be agreed upon by the parties and will last for a minimum of fourteen (14) Calendar Days but not more than twenty-eight (28) Calendar Days and will be reflected as an adjustment to a fee for a Deliverable associated with the replacement Key Person's Services.

- 4.2. Implementation Lead.** Contractor shall designate an Implementation Lead as a Key Person for the initial Implementation of the Subscription Services. A Client Success Manager (CSM) will be assigned after the Implementation Period. The Implementation Lead and CSM shall be familiar with Agency's business operations and objectives. The Implementation Lead and/or CSM will participate with Agency in periodic review sessions and will provide at Agency's request detailed progress reports that identify completed tasks and the status of the Services required to deliver Subscription Services that meet Final Acceptance criteria.
- 4.3. Client Success Manager.** Contractor shall designate a CSM as a Key Person for the duration of the Contract. The CSM shall be familiar with Agency's business operations and objectives. The CSM will participate with Agency in regular meetings to be held, at least quarterly unless requested more frequently by Agency, remotely via video conferencing and/or at Agency's offices in Salem, Oregon, as requested by the Agency (Agency will incur an additional fee for required travel). The CSM must:
- 4.3.1. Provide measurement and monitoring reports in accordance with Exhibit B;
  - 4.3.2. Review the Services and Contractor's performance throughout the Contract and discuss possible improvements;
  - 4.3.3. Discuss Updates and Enhancements to the Services or any new technologies that may be available for Agency;
  - 4.3.4. Discuss any other Agency-raised issues or concerns; and
  - 4.3.5. Provide at Agency's request such other reports as Agency may request.
- 4.4. Contractor's Employees and Subcontractors.** Contractor shall not use subcontractors to perform the Services without Agency's prior written consent. Contractor represents that any employees assigned to perform the Services, and any subcontractors performing the Services, will perform the Services in accordance with the warranties set forth in Section 11 of this Contract.
- 4.5. Anti-Discrimination.** Contractor certifies that Contractor has a written policy and practice that meets the requirements described in ORS 279A.212 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material term of this Contract, to maintain such policy and practice in force during the entire Contract term. Contractor's failure to maintain such policy and practice constitutes a breach entitling Agency to terminate this Contract for cause.
- 4.6. Pay Equity.** As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and not unlawfully discriminate against any of its employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race,

color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor's compliance with this section is a material term of this Contract, and Contractor's failure to comply constitutes a breach entitling Agency to terminate this Contract for cause.

4.6.1. As required by ORS 279B.235, Contractor may not prohibit any of its employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor shall not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

## **5. INDEPENDENT CONTRACTOR; TAXES AND WITHHOLDING.**

- 5.1. Independent Contractor.** Contractor shall perform all Services as an independent contractor. Although Agency reserves the right to evaluate the quality of the completed performance, Agency cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Services. Contractor declares and certifies by execution of this Contract that it is not an "officer," "employee," or "agent" of Agency, as those terms are used in ORS 30.265.
- 5.2. No Partnership.** This Contract is not intended, and will not be construed, to create a partnership or joint venture between State and Contractor. Nothing in this Contract will be construed to make State and Contractor partners or joint venture participants.
- 5.3. Declaration and Certification as to Conflict of Interest.** Contractor by execution of this Contract declares and certifies that (i) its performance of the Services creates no potential or actual conflict of interest as defined by ORS Chapter 244, for Contractor or any Contractor personnel or Key Persons who will perform Services under this Contract; (ii) in the event that Contractor or its personnel are either employed by or performing services for the federal government, that no rules or regulations of the agency for which Contractor or its personnel work or are employed prohibit Contractor or its personnel from providing the Services under this Contract; and ; and (iii) this Contract and the delivery of Services creates no other violation of ORS Chapter 244 for Contractor, its employees, agents, or contractors.
- 5.4. Responsible for Taxes.** Contractor is responsible for all federal and state taxes applicable to compensation and other payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Agency will not withhold from such compensation and payments any amount to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.
- 5.5. Compliance with Tax Laws.** Contractor shall, throughout the duration of this Contract, comply with all tax laws of State and all applicable tax laws of any political subdivision of State. Any violation of this section or of Contractor's warranty in Section 11.1.7 constitutes

a material breach of this Contract. Any violation of this section or Section 11.1.7 entitles State to terminate this Contract, to pursue and recover damages that arise from the breach and the termination of this Contract, and to pursue all other remedies available under this Contract, at law, or in equity.

- 5.6. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon before entering into this Contract.
- 5.7. Disclosure of Social Security Number.** Contractor shall provide Contractor's Social Security number unless Contractor provides a federal tax identification number. This number is requested pursuant to ORS 305.385, OAR 125-246-0330(2)(d), and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal, and local tax laws.

## **6. COMPENSATION.**

- 6.1. Maximum Compensation.** Notwithstanding any other provision of this Contract to the contrary, the maximum, not-to-exceed compensation that Agency will pay to Contractor is One Million, Two Hundred Eighty-Three Thousand, and One Hundred Dollars (\$1,283,100) (the "Maximum Not-To-Exceed Compensation"), which includes payment for any allowable expenses for which Contractor may request reimbursement under this Contract.
- 6.2. Payments.** Payments are subject to all provisions of this Section 6. Agency shall make all payments to Contractor through Agency's electronic procurement system, currently OregonBuys. Contractor must register in OregonBuys: <https://oregonbuys.gov/bs/>
- 6.2.1. Payment of Fixed Prices.** Agency will pay to Contractor the fixed price listed in Exhibit L for each Deliverable completed, delivered to, and Accepted by Agency.
- 6.3. Retention Amount for Implementation Services.** Agency may hold back an amount (the "Retention Amount") of not more than fifteen percent (15%) of any amount that is payable by Agency to Contractor for Implementation or for an Enhancement or Change Order, other than amounts attributable to the purchase of equipment, hardware, or license of any Third Party Intellectual Property. Agency will pay the then-accrued Retention Amount to Contractor within thirty (30) Calendar Days following Final Acceptance.
- 6.4. Expenses.** Agency will not pay or reimburse any expenses incurred by Contractor related to the Subscription Services or during the completion of the Services except as authorized in the applicable Statement Work and Exhibit L. Any such authorized travel expenses must comply with the Oregon Travel Policy, <https://www.oregon.gov/das/Financial/Acctng/Documents/40.10.00.pdf> including as updated.
- 6.5. Invoices.** Agency will pay Contractor not more than once each month upon Contractor's submission of a detailed invoice that sets forth the Subscription Services Fee and the fixed prices due for other Services performed, and Deliverables Accepted by Agency. Such



invoices must comply with the requirements of this Section 6, identify the Deliverables completed and Accepted, as applicable, for which Contractor seeks compensation, and itemize and explain all authorized expenses for which reimbursement is claimed. Contractor shall submit invoices to Agency’s Authorized Representative (or delegate). Agency will have the right to review each such invoice for compliance with the requirements of this section and any other relevant provisions of this Contract. Once Authorized Representative has reviewed and approved all invoices Agency shall upload all approved invoices into the State of Oregon’s eprocurement system, currently OregonBuys, for processing pursuant to Section 6.2 above. All payments to Contractor are subject to ORS 293.462.

**6.6. Limit on Payments.** Contractor shall not submit invoices for, and Agency will not pay, any amount in excess of the Maximum Not-To-Exceed Compensation. If this maximum amount is increased by amendment of this Contract, pursuant to Section 7, the amendment must be fully effective before Contractor performs additional Services or other Services or delivers goods subject to the amendment. No payment will be made for any Services performed or goods delivered before the Effective Date or after termination of this Contract.

**6.7. Funds Available and Authorized.** Contractor will not be compensated for Subscription Services or Services performed under this Contract by any other agency or department of the State of Oregon. Agency believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract within Agency’s biennial appropriation or limitation. Contractor understands and agrees that Agency’s payments under this Contract are contingent on Agency receiving appropriations, limitations, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

**6.8. Contractor or Subrecipient Determination.**

In accordance with the Oregon State Controller’s Oregon Accounting Manual, policy 30.40.00. 104, Agency’s determination is that:

Recipient is a subrecipient       Recipient is a contractor

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Contract: 14.228 Community Development Block Grant/State’s Program

**7. AMENDMENTS.**

This Contract may be amended, modified, or supplemented only by a written amendment or Change Order or Change Request signed by State and Contractor that, if required by applicable law, has been approved by Agency and for legal sufficiency by the State of Oregon Department of Justice. Any amendment or Change Order or Change Request that provides for additional Subscription Services, goods or other Services may only provide for Subscription Services, goods or Services directly related to the scope of goods and services described in the RFQ, and no amendment or Change Order or Change Request will be effective until all requisite signatures and approvals are obtained. Either Agency or Contractor may request a change to this Contract,

including to any of its exhibits, by submitting a written proposal describing the desired change to the other party.

**7.1. Change Control.** Subject to the conditions above, amendments to Exhibit A, the Statement of Work; Exhibit B, Service Level Agreements; Exhibit J, Requirements; and related costs may be managed through an Agency-authorized change control process that reflects at least the processes described in this section. Either Agency or Contractor may request a change by submitting a written proposal describing the requested change to the other party. Agency's and Contractor's Authorized Representatives will review the written change request and either mutually approve it for further analysis or reject it.

7.1.1. Analysis of Change Requests; Change Orders. The parties will analyze each change request (that has not been rejected) in accordance with the authorized change control process to determine the effect that the implementation of the change will have on the applicable Statement of Work, Service Level Agreement, Requirements, and related costs. If Contractor requests to make changes in its design or implementation of the Subscription Services to enable the Subscription Services to meet Requirements, such changes will be made at no cost to Agency, unless such changes are due to the failure of Agency or its agents to perform their responsibilities in a timely manner. If the analyzed change request is mutually approved, the agreed-upon party will prepare a written change order, detailing all modifications to the applicable Statement of Work, Service Level Agreements, Requirements, and related costs (the "Change Order"). A Change Order at a minimum must contain:

- 7.1.1.1. The effective date of the Change Order;
- 7.1.1.2. A detailed description of the Services to be performed under the Change Order;
- 7.1.1.3. The particular specification or matter in the Contract which will be altered, and the precise scope of that alteration;
- 7.1.1.4. Whether the Change Order modifies critical path Deliverables or Milestones;
- 7.1.1.5. Whether the changes are to be included in the Subscription Services for Go-Live;
- 7.1.1.6. Any change in the cost of the Services to be performed pursuant to the Change Order; and
- 7.1.1.7. The cumulative cost changes of all Change Orders previously issued.
- 7.1.1.8. A Change Order may alter only that portion of a Statement of Work, Service Level Agreement, Requirements and related costs to which it expressly relates and must not otherwise affect the terms and conditions of this Contract. Both parties must sign the Change Order to authorize the Services described therein and incorporate the changes into this Contract. No Services may be performed pursuant to the Change Order and no payment will be made on account of the

Change Order until the Change Order is fully executed and all required State of Oregon approvals are received.

7.1.1.8.1. A Change Order may alter only that portion of the Statement of Work or Service Level Agreement, and related costs to which it expressly relates and must not otherwise affect the terms and conditions of this Contract.

7.1.1.8.2. A Change Order will not change Acceptance Criteria for previously accepted deliverables unless explicitly stated in the Change Order.

7.1.1.8.3. Both parties must sign the Change Order to authorize the Services described therein and incorporate the changes into this Contract.

7.1.1.8.4. No Services may be performed pursuant to the Change Order and no payment will be made on account of the Change Order until the Change Order is fully executed, and all required State of Oregon approvals are received in writing, including, if applicable, approval by EIS, DAS, or DOJ.

7.1.2. **Changes via Electronic Communication.** Notwithstanding the foregoing and in addition to the Change Order provisions above, upon approval from Agency, the following changes to the Contract may be accomplished by electronic communication (email acceptable) that document agreement by Contractor and Agency:

7.1.2.1. Updates to Contractor's Contract Administrator or Agency's Contract Administrator.

7.1.2.2. Changes to Key Person(s).

7.1.2.3. Transfers of funding between staff, between labor and other direct costs, and/or between tasks, provided this does not result in an increase to the overall Maximum Not-To-Exceed Compensation of the Contract.

7.1.2.4. Modifications to Exhibit L, Payment Schedule, provided this does not result in an increase to the overall Maximum Not-To-Exceed Compensation of the Contract.

7.1.2.5. Modifications to the Project Implementation, provided this does not result in an increase to the overall NTE of the Contract.

**7.2. Payments.** Subject to the foregoing provisions of this Section 7 and performance of the Services, Agency will pay for Services performed pursuant to an Amendment or a Change Order or Changes via Electronic Communication according to the acceptance and payment procedures set forth in this Contract.

## **8. OWNERSHIP AND LICENSES.**

**8.1.** This Contract does not contemplate any Customization, work-for-hire, or code developed exclusively for Agency. In the event that the Parties agree that Contractor shall provide such non-standard Professional Services the description of the services and applicable

ownership rights with respect to such Professional Services will be set forth in a separately executed Professional Services Agreement.

- 8.2. Contractor Intellectual Property.** Contractor retains ownership of all Contractor Intellectual Property that Contractor delivers to Agency pursuant to the Subscription Services and the Services performed under this Contract. Contractor grants Agency a license to the Subscription Services as set forth in Exhibit G. In the event that Work Product is Contractor Intellectual Property, a derivative work developed by Contractor based on Contractor Intellectual Property, or a compilation that includes Contractor Intellectual Property, and provided Agency has paid any applicable licensing fee, Contractor grants Agency a license to the Work Product during the term of this Contract as set forth in Exhibit G to use, copy, display, distribute, and transmit Contractor Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.
- 8.3. Agency Data.** Agency owns all Agency Data, including data entered into System via use of the front-end for its designed purposes. Contractor hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all Agency Data, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Contractor shall execute such further documents and instruments to fully vest such rights in Agency.
- 8.4. Agency Intellectual Property.** Agency owns all Agency Intellectual Property, including Agency Data, provided to or collected by Contractor pursuant to this Contract. Agency grants Contractor a right to use, copy, display, distribute, transmit and prepare derivative works of Agency Intellectual Property, including Agency Data and Federally Funded Customizations only to fulfill the purposes of this Contract. Agency's license to Contractor is limited by the term of the Contract and the confidentiality and security obligations of this Contract.
- 8.5. Federally Funded Customizations.** To the extent required by 2 CFR 200, HUD CDBG-DR rules and regulations, Oregon revised Statutes, OHCS policies, and any other applicable State or Federal law, any Customizations Contractor develops for Agency pursuant to this Contract is the exclusive property of Agency. Agency has all right, title, and interest (including ownership of copyright and trademark) to such Customizations as "Federally Funded Customizations". The U.S. Housing and Urban Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for federal government purposes, such Federally Funded Customizations.

If for any reason the Federally Funded Customizations are not "work made for hire" Contractor hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all Federally Funded Customizations delivered under this Contract, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Contractor shall execute such further documents and instruments to fully vest such rights in Agency. Contractor waives any and all rights relating to Federally Funded Customizations created pursuant to this Contract, including without limitation any and all rights arising under 17 USC 106A or any

other rights of identification of authorship or rights of approval, restriction, or limitation on use or subsequent modifications.

8.5.2 Agency grants Contractor a perpetual non-exclusive, irrevocable, royalty-free, world-wide license to use, copy, execute, perform, modify, display, distribute, and transmit the Federally Funded Customizations to other governmental entities, and to prepare derivative works of Federally Funded Work Product, and to authorize others to do the same on Contractor's behalf, for other governmental entities.

8.5.3 Contractor shall not charge a development, licensing, or user fee to any state, federal, or local governmental entity when distributing copies of, and transferring or sublicensing rights to, the Federally Funded Customizations to such entity. Contractor may recover costs of transferring or making such Federally Funded Customizations available from the receiving entity. For purposes of Section 8, Contractor's exercise of its right to transfer or sublicense according to this Section will be considered an activity performed by Contractor under this Contract.

**8.6. Third Party Intellectual Property.** Unless otherwise specified in a Statement of Work that Agency, on its own, will acquire and obtain a license to Third Party Intellectual Property, Contractor shall secure on Agency's behalf, in the name of Agency and subject to Agency's approval, a license to Third Party Intellectual Property necessary for Agency to access and receive the benefit of the Subscription Services. Licenses for Third Party Intellectual Property are set forth in Exhibit H, and Exhibit H will be deemed to include any additional licenses for Third Party Intellectual Property approved by Agency. In the event that Federally Funded Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property, or a compilation that includes Third Party Intellectual Property, Contractor shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Federally Funded Work Product, and to authorize others to do the same on Agency's behalf.

**8.7. Open Source Elements.** Contractor represents that there are no open-source elements connected with the Software or Services.

**8.8. No Rights.** Except as expressly set forth in this Contract, nothing in this Contract may be construed as granting to or conferring upon Contractor any right, title, or interest in any intellectual property that is now owned or subsequently owned by Agency. Except as expressly set forth in this Contract, nothing in this Contract may be construed as granting to or conferring upon Agency any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor.

**8.9. No Rights in Marks.** Neither party grants the other the right to use its trademarks, trade names, service marks or other designations in any promotion or publication without prior written consent. Each party grants only the licenses and rights specified in this Contract.

**8.10. Competing Services.** Subject to the provisions of this Section 8, and Contractor's obligations with respect to Confidential Information, including as defined in Section 9, nothing in this Contract precludes or limits in any way the right of Contractor to: (i) provide services similar to those contemplated in this Contract, or, consulting or other services of any kind or nature whatsoever to any individual or entity as Contractor in its sole discretion deems appropriate, or (ii) develop for Contractor or for others, deliverables or other materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables. Each party is free to utilize any concepts, processes, know-how, techniques, improvements or other methods it may develop during the course of performance under this Contract, free of any use restriction or payment obligation to the other.

## **9. CONTRACTOR'S DUTIES OF CONFIDENTIALITY AND NON-DISCLOSURE.**

**9.1. Confidential Information.** Contractor acknowledges that it and its employees, agents, or subcontractors may, in the course of providing the Subscription Services and performing the Services under this Contract, be exposed to or acquire information that is confidential to Agency or Agency's clients. Any and all information of any form obtained by Contractor or its employees, subcontractors, or agents in the performance of this Contract, including Agency Data, is deemed to be confidential information of Agency ("Confidential Information"). Contractor shall treat any reports or other documents or items (including data aggregations) that result from the use of the Confidential Information in the same manner as the Confidential Information. Confidential Information does not include information that (i) is or becomes (other than by disclosure by Contractor) publicly known; (ii) is furnished by Agency to others without restrictions similar to those imposed by this Contract; (iii) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Contract; (iv) is obtained from a source other than Agency without the obligation of confidentiality, (v) is disclosed with the written consent of Agency, or; (vi) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

**9.2. Non-Disclosure.** Contractor, its employees, agents, and subcontractors shall hold Confidential Information in confidence, using the highest standard of care applicable, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties (other than its authorized subcontractors), or use Confidential Information for any purposes whatsoever other than the provision of Services to Agency hereunder, and shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall assist Agency in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Agency immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract, and Contractor will at its expense cooperate with Agency in seeking injunctive or other equitable relief in the name of Agency or Contractor against any

such person. Contractor shall not at any time during or after the term of this Contract, except as directed by Agency, disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Contract, and that upon termination of this Contract or at Agency's request, Contractor shall deliver to Agency all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing and unless otherwise specified in this Contract, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of performance of the Services for a period not beyond two years or as otherwise required by law.

- 9.3. Privacy and Security Requirements.** Contractor and its employees, agents, and subcontractors shall comply with laws, regulations, and policies governing access to and use of Agency Data, including as required in Exhibit K, Security and Hosting Requirements, as they are stated elsewhere in this Contract, and as such laws, regulations, and policies are updated or otherwise made available to Contractor.
- 9.4. Non-Disclosure Agreement.** Contractor shall upon Agency's request provide a written non-disclosure agreement and obtain such from Contractor's employees, agents, and subcontractors performing Services under this Contract.
- 9.5. Background Check.** Contractor's employees, agents and subcontractors that will perform Services under this Contract must submit to a background check conducted by the State. Such background check must occur prior to arrival on Agency premises or prior to access of Agency Confidential Information, whichever occurs first. Background checks will be performed at Contractor expense. Agency in its sole discretion has the right to reject any Contractor employee, agent, or subcontractor, or limit any such person's access to the Subscription Services or premises based on the results of the background check.
- 9.6. Confidentiality Policies.** Contractor shall, upon Agency's request, provide its policies and procedures for safeguarding Confidential Information to Agency for Agency's review and consent. Such policies must address information conveyed in oral, written, and electronic format and include procedures for how Contractor will respond when a violation or possible violation occurs.
- 9.7. Injunctive Relief.** Contractor acknowledges that breach of this Section 9, including disclosure of any Confidential Information, will cause irreparable injury to Agency that is inadequately compensable in damages. Accordingly, Agency may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Agency and are reasonable in scope and content.
- 9.8. Publicity.** Contractor agrees that it will not disclose the form, content or existence of this Contract or any Deliverable in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with Agency or the State of Oregon, whether or not such disclosure, publicity or association

implies an endorsement by Agency or the State of Oregon of Contractor's services, without the prior written consent of Agency.

**10. CONTRACTOR'S PROPRIETARY INFORMATION; OREGON PUBLIC RECORDS LAWS.** Agency will use reasonable efforts to maintain the confidentiality of any proprietary information received from Contractor and will not use such proprietary information except to fulfill its obligations under this Contract and applicable state and federal law. Contractor acknowledges and agrees that any obligation of Agency to maintain the confidentiality of Contractor's proprietary information is conditioned by and subject to Agency's obligations under the Oregon Public Records Laws, including ORS 192.311 to 192.478, which may require disclosure of proprietary information as a "public record" unless exempt under ORS 192.345 or ORS 192.355, and the provisions for the custody and maintenance of public records, ORS 192.005 to 192.170. If Agency receives a public records request for Contractor's Proprietary Information, unless otherwise prohibited by law, Agency shall notify Contractor of the receipt of the request and Agency's intention to disclose Contractor's Proprietary Information pursuant to the public records request, as soon as practicable, but in any event prior to the disclosure of Contractor's Proprietary Information pursuant to the public records request.

- 10.1.** Agency may disclose Contractor proprietary information to its third party Quality Assurance contractor, and to State and federal oversight authorities only to the extent required to make required reports, to comply with requests for information, or to comply with an audit.
- 10.2.** The confidentiality obligations imposed by this Section 10 do not apply to: (i) information that becomes part of the public domain through lawful means and without breach of any confidentiality obligation by the recipient; (ii) information subsequently and rightfully received from third parties who have the necessary rights to transfer the information without any obligation of confidentiality; (iii) information known to the recipient prior to the effective date of this Contract without obligation of confidentiality; (iv) information independently developed by recipient and documented in writing without use of, or reference to, any Contractor proprietary information; or (v) information required to be disclosed by compulsory judicial or administrative process or by law or regulation; provided that if Agency is required to disclose Contractor proprietary information under clause (v), Agency will first give Contractor notice and provide such information as may reasonably be necessary to enable Contractor to take action to protect its interests.
- 10.3. Injunctive Relief.** Agency acknowledges that Agency's use and disclosure of Contractor's proprietary information not in accordance with this Section 10 will cause irreparable injury to Contractor that is inadequately compensable in damages. Accordingly, Contractor may seek and obtain injunctive relief against the breach or threatened breach of this Section 10. Agency acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Contractor and are reasonable in scope and content.

**11. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.**



**11.1. Contractor's General Representations and Warranties.** Contractor represents and warrants to Agency that:

- 11.1.1. Contractor has the power and authority to enter into and perform this Contract.
- 11.1.2. This Contract, when executed and delivered, will be a valid and binding obligation of Contractor enforceable according to its terms.
- 11.1.3. Contractor will, at all times during the term of this Contract, be qualified to do business in the State of Oregon, professionally competent and duly licensed to perform the Services.
- 11.1.4. Contractor is not in violation of, charged with nor, to the best of Contractor's knowledge, under any investigation with respect to violation of, any provision of any federal, state or local law, ordinance or regulation or any other requirement or order of any governmental or regulatory body or court or arbitrator applicable to provision of the Services, and Contractor's provision of the Subscription Services or other Services will not violate any such law, ordinance, regulation or order.
- 11.1.5. Contractor's performance under this Contract to the best of Contractor's knowledge creates no potential or actual conflict of interest, as defined by ORS 244, for either Contractor or any Contractor personnel or Key Persons that will perform Services under this Contract and creates no other violation of ORS Chapter 244 for Contractor, its agents, or contractors.
- 11.1.6. The Certification Statement For Independent Contractor in the form attached hereto as Exhibit D, is true and accurate as of the Effective Date, and Contractor will notify Agency in writing if the information or certification changes during the term of this Contract such that the attached Exhibit D is no longer true and accurate.
- 11.1.7. To the best of Contractor's knowledge, after due inquiry, for a period of no fewer than six (6) calendar years preceding the Effective Date, faithfully has complied with:
  - 11.1.7.1. All tax laws of State, including but not limited to ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318;
  - 11.1.7.2. Any tax provisions imposed by a political subdivision of State that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
  - 11.1.7.3. Any tax provisions imposed by a political subdivision of State that applied or apply to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
  - 11.1.7.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- 11.1.8. Contractor has no undisclosed liquidated and delinquent debt owed to State or any department or agency of State.

**11.2. Contractor's Performance Warranties.** Contractor represents and warrants to Agency that:

- 11.2.1. Contractor has the skill and knowledge possessed by well-informed members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence, so Contractor and Contractor's employees and any authorized subcontractors perform the Services described in this Contract in accordance with the highest standards prevalent in the industry or business most closely involved in providing the Services that Contractor is providing to Agency pursuant to this Contract.
- 11.2.2. Commencing at Final Acceptance, the Documentation sufficiently describes features, functionality, and operation of the System as applicable; (b) the System, as applicable, conforms to the Documentation and is free from defects in material and workmanship; (c) the System does not contain any viruses or other malicious threats, programs, features, or devices ("Viruses") that could harm Agency, and Contractor uses commercially reasonable efforts to prevent and eradicate such Viruses. Contractor shall maintain the System in a manner which minimizes errors and interruptions and shall perform the Services in a professional and workmanlike manner. Notwithstanding the foregoing, the System may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, or because of other causes beyond Contractor's reasonable control, but Contractor shall use reasonable efforts to provide advance notice by e-mail of any scheduled service disruption.
- 11.2.3. Contractor shall comply with the standards established by the Project Management Institute (PMI) as described in the Project Management Body of Knowledge (PMBOK), sixth or more current edition, the Software Engineering Institute supplemented by standards set forth in ISO 12207, as well as standards established by DAS for quality assurance services.
- 11.2.4. Contractor shall comply with the applicable requirements set forth in DAS Oregon Statewide IT and Information Security Policies, found at <https://www.oregon.gov/das/Pages/policies.aspx#IT> as those policies are amended from time to time. In the event of a DAS IT Policy amendment that impacts the Services, the required change will be managed according to the Change Control process in Section 7.1 of this Contract.
- 11.2.5. Except as otherwise provided in this Contract, Contractor shall transfer all Deliverables to Agency free and clear of any and all restrictions on or conditions of transfer, modification, licensing, sublicensing, direct or indirect distribution, or assignment, and free and clear of any and all liens, claims, mortgages, security interests, liabilities, and encumbrances of any kind.
- 11.2.6. Except as otherwise set forth in this Contract, any subcontractors performing work for Contractor under this Contract have assigned all of their rights in the Deliverables to Contractor or Agency and no third party has any right, title or interest in any Deliverables supplied to Agency under this Contract.

11.2.7. Contractor will maintain, operate and enforce, prior to the receipt of, and during the period in which Contractor has possession of or access to, any Personal Information, an active and effective information security program that at minimum complies with the requirements of the Oregon Consumer Information Protection Act (ORS 646A.600 et. seq.) to preserve the security and confidentiality of all Personal Information that is contained in any document, record, compilation of information or other item to which Contractor receives access, possession, custody or control.

11.2.8. The Subscription Services are free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that hampers performance of the System, unlawfully collects information on users, or prevent the System from performing as required under the terms and conditions of this Contract. Notwithstanding the foregoing, this representation and warranty does not include a disabling device that limits, suspends or ends use of the Subscription Services expressly permitted by the terms and conditions by the license under which it was provided.

**11.3. Warranties exclusive; disclaimers. The warranties set forth in this Contract are exclusive and in lieu of all other warranties, whether express or implied, and Contractor expressly disclaims all other warranties, including any implied warranties of merchantability, or fitness for a particular purpose. Contractor does not warrant that Agency's use of the Subscription Services will be uninterrupted or error free.**

The warranties stated above will not apply to the extent that there has been misuse (including, but not limited to, any use of the Subscription Services capacity or capability, other than that authorized by Contractor in writing), accident, modification, unsuitable physical or operating environment, operation in other than the specified operating environment, improper maintenance by Agency or a third party, or failure or damage caused by a product or a third party for which Contractor is not responsible.

## **12. INDEMNITIES.**

**12.1. General Indemnity.** Subject to Section 13, Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all third party claims, suits, actions, losses, damages, liabilities, statutory penalties, costs and expenses of any nature whatsoever, including personal injury, death, damage to real property and damage to tangible or intangible personal property resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract, including: (i) any claim that Contractor, a subcontractor, or Contractor's staff or a subcontractor's staff are employees of State or Agency for any reason, and (ii) any claim against State or Agency, which, if true, would constitute a breach by Contractor of any of the representations, warranties, or covenants set forth in this Contract. Without limiting the generality of the foregoing, Contractor will have no obligation to indemnify Agency or the State of Oregon from and against any claims, suits, actions, losses, damages, liabilities,

costs and expenses attributable solely to the acts or omissions of Agency or the State of Oregon, and their officers, employees or agents.

**12.2. Intellectual Property (IP) Indemnity.** In addition to and without limiting the generality of Section 12.1, Contractor expressly agrees to indemnify, defend and hold the State of Oregon and its agencies, subdivisions, officers, directors, employees and agents harmless from any and all third party claims, suits, actions, losses, damages, liabilities, statutory penalties, costs and expenses of any nature whatsoever resulting from, arising out of or relating to any claims that the Deliverables, Services, or use thereof infringe or violate any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right (collectively, "Intellectual Property Rights") of any third party. If Contractor believes at any time that one or more Deliverables or the Services infringe a third party's Intellectual Property Rights, Contractor may upon receipt of Agency's prior written consent, which Agency will not unreasonably withhold, (i) replace an infringing item with a non-infringing item that meets or exceeds the performance and functionality of the replaced item; or (ii) obtain for Agency the right to continue to use the infringing item; or (iii) modify the infringing item to be non-infringing, provided that, following any replacement or modification made pursuant to the foregoing, the Deliverable(s) and Services continue to function in material conformance with their specifications and meet their Acceptance Criteria. Contractor's failure or inability to accomplish any of the foregoing will be deemed a material breach of this Contract, and State may pursue any rights and remedies available to it under this Contract, including termination. Contractor will not be liable under this Section 12.2 for any claim for infringement based solely on the following:

12.2.1. Agency's modification of the Deliverables or the Services other than as contemplated by this Contract, a Deliverable, the Requirements or Services specifications, or as otherwise authorized by Contractor in writing;

12.2.2. Use of the Deliverables or the Services in a manner other than as contemplated in this Contract, a Deliverable, Requirements or Services specifications, or as otherwise authorized by Contractor in writing; or

12.2.3. Use of the Deliverables or the Services in combination, operation, or use of with other products other than as contemplated by this Contract, a Deliverable, the Requirements or Services specifications, or as otherwise authorized by Contractor in writing.

**12.3. Control of Defense and Settlement.** Contractor's obligation to indemnify State as set forth in Sections 12.1 and 12.2 is conditioned on Agency providing to Contractor prompt notification of any claim or potential claim of which Agency becomes aware that may be the subject of those sections. Contractor will have control of the defense and settlement of any claim that is subject to Section 12.1 or Section 12.2; however, neither Contractor nor any attorney engaged by Contractor will defend the claim in the name of the State of Oregon or any agency of State, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the approval of the Attorney General, nor will Contractor settle any claim on behalf of the State of Oregon without the approval of the

Attorney General. State, at its election and expense, assume its own defense and settlement in the event that State determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

- 12.4. Damages to State Property and Employees.** Contractor shall be liable for all claims, suits, actions, losses, damages, liabilities, costs and expenses for personal injury, including death, damage to real property and damage to tangible or intangible personal property of State or any of its employees resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract.
- 12.5. Data and Network Services.** Except to the extent that a claim or loss results from the negligent, reckless or intentional acts or omissions of Agency, Contractor shall assume liability for all claims or losses related to Agency Data loss or breach of security caused directly or indirectly by or resulting from the Services or Services provided by Contractor subject to Section 13.
- 12.6. Insurance.** Contractor shall provide insurance as required by Exhibit C.

### **13. LIMITATION OF LIABILITY.**

- 13.1.** EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO (i) SECTION 12.1, GENERAL INDEMNITY, (ii) SECTION 12.2, IP INDEMNITY, (iii) SECTION 12.5, DATA AND NETWORK SERVICES, (iv) SECTION 9, CONTRACTOR'S DUTIES OF CONFIDENTIALITY AND NON-DISCLOSURE, (v) SERVICE CREDITS OR LIQUIDATED DAMAGES ASSESSED UNDER THIS CONTRACT, OR (vi) CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, OR DAMAGE TO REAL PROPERTY OR TANGIBLE OR INTANGIBLE PERSONAL PROPERTY ARISING FROM THE NEGLIGENCE, RECKLESS CONDUCT OR INTENTIONAL ACTS OF CONTRACTOR, ITS OFFICERS, EMPLOYEES OR AGENTS, CONTRACTOR'S LIABILITY FOR DAMAGES TO THE STATE FOR ANY CAUSE WHATSOEVER IS BE LIMITED TO ONE AND ONE HALF TIMES THE MAXIMUM NOT TO EXCEED COMPENSATION UNDER THIS CONTRACT.
- 13.2.** EXCEPT FOR LIABILITY TO THIRD PERSONS ARISING OUT OF OR RELATED TO (i) SECTION 12.1, GENERAL INDEMNITY, (ii) SECTION 12.2, IP INDEMNITY, (iii) SECTION 12.5, DATA AND NETWORK SERVICES, (iv) SECTION 9, CONTRACTOR'S DUTIES OF CONFIDENTIALITY AND NON-DISCLOSURE, OR (v) CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, OR DAMAGE TO REAL PROPERTY OR TANGIBLE OR INTANGIBLE PERSONAL PROPERTY ARISING FROM THE NEGLIGENCE, RECKLESS CONDUCT OR INTENTIONAL ACTS OF CONTRACTOR, ITS OFFICERS, EMPLOYEES OR AGENTS NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST SAVINGS, OR PUNITIVE, INDIRECT, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

### **14. EVENTS OF DEFAULT.**

- 14.1. Default by Contractor.** Contractor will be in default under this Contract if:

- 14.1.1. Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings which are not dismissed within sixty (60) Calendar Days of their commencement, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
- 14.1.2. Contractor no longer holds a license or certificate that is required for Contractor to provide the Subscription Services or to otherwise perform the Services and Contractor has not obtained such license or certificate within thirty (30) Business Days after delivery of Agency's notice or such longer period as Agency may specify in such notice; or
- 14.1.3. Contractor commits any material breach of any covenant, warranty, obligation or certification under this Contract, fails to provide the Subscription Services or to perform the Services in conformance with the specifications and warranties provided herein, or clearly manifests an intent not to perform future obligations under this Contract, and such breach or default is not cured, or such manifestation of an intent not to perform is not corrected by reasonable written assurances of performance within thirty (30) Business Days after delivery of Agency's notice or such longer period as Agency may specify in such notice; or
- 14.1.4. Contractor has liquidated and delinquent debt owed to State or any department or agency of State.

**14.2. Default by Agency.** Agency will be in default under this Contract if:

- 14.2.1. Agency fails to pay Contractor any amount not under dispute per Final Acceptance, Section 3.6, pursuant to the terms of this Contract, and Agency fails to cure such failure within thirty (30) Business Days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice; or
- 14.2.2. Agency commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and Agency fails to cure such failure within thirty (30) Business Days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice.

**15. REMEDIES.**

**15.1. Agency's Remedies.** In the event Contractor is in default under Section 14.1, Agency may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, which include, without limitation:

- 15.1.1. Requiring Contractor to stop work under Section 17;
- 15.1.2. Termination under Section 16.2;
- 15.1.3. Withholding or offsetting payment for erroneous invoices for the Subscription Services or other Services that Contractor is obligated but has failed to perform in accordance with this Contract, including warranties in Section 11;

15.1.4. With respect to Hardware, Services, and System for which Agency has paid before Final Acceptance of the Implementation, rejecting the Services and Deliverables, and returning the Hardware and System to Contractor for which Agency has paid, in exchange for a return of all moneys previously paid for such Deliverables, Services, Hardware, and System, and initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief;

15.1.5. Assessment of damages and liquidated damages as a result of Contractor's failure to provide the Services or Deliverables as and when required by a Statement of Work, or as a result of Contractor's failure to meet the performance standards and Service Level Agreements specified in Exhibit B. If Agency recovers actual damages in addition to service credits or liquidated damages, Agency will reduce such actual damages by the amounts received as service credits or liquidated damages for the same event(s) causing the actual damages.

15.1.6. Exercise its right of setoff;

15.1.7. Undertake collection by administrative offset, or garnishment if applicable, of all monies due for Services and Deliverables to recover liquidated and delinquent debt owed to State or any department or agency of State. Offsets or garnishment may be initiated after Contractor has been given notice if required by law; and

15.1.8. Pursue the tax compliance remedies described in Section 18.

**15.2. Agency Remedies for Repetitive Service Level Agreement Failures.** Notwithstanding the right of Agency to receive service credits and to assess liquidated damages, Agency will have the right to pursue remedies for breach of contract if Contractor commits a material breach of the performance standards set forth in this Contract, including a Statement of Work, and the Service Level Agreements in Exhibit B three or more times within a sixty (60) day period. A material breach of performance standards includes repeated or excessive failures to meet any individual or combination of performance standards or Service Level Agreements. A cure period is not required in the event of repeated or excessive failure to meet performance standards or a Service Level Agreement.

**15.3. Tax Compliance Remedies.** The Oregon Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to State or a political subdivision, including (i) garnishing Contractor's compensation under this Contract or (ii) exercising a right of setoff against Contractor's compensation under this Contract for any amounts that may be due and unpaid to State or its political subdivisions for which the Department of Revenue collects debts.

**15.4. Remedies Cumulative.** These Agency remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If it is determined for any reason that Contractor was not in default under Section 14.1, the rights and obligations of the parties will be the same as if this Contract was terminated pursuant to Section 16.1.

**15.5. Contractor's Remedies.** In the event Agency terminates this Contract as set forth in Section 16.1, or in the event Agency is in default under Section 14.2 and whether or not Contractor elects to exercise its right to terminate the Contract under Section 16.3, Contractor's sole monetary remedy will be a claim for (i) any unpaid invoices for Subscription Service Fees or for Deliverables completed, delivered and Accepted; and, (ii) for partial months, the prorated number of days Contractor provided Subscription Services during the month; and (iii) for incomplete Deliverables an amount calculated by determining the percentage of Services completed for each unpaid Deliverable and applying that percentage to the fixed price for the Deliverable as set forth in the applicable Statement of Work and any authorized expenses incurred. If previous amounts paid to Contractor exceed the amount due to Contractor under this section, Contractor shall pay any excess to Agency upon written demand.

## **16. TERMINATION.**

**16.1. State's Right to Terminate.** State may, at its sole discretion, terminate this Contract as follows:

16.1.1. Agency may terminate this Contract upon at least thirty (30) Calendar Days' prior written notice to Contractor.

16.1.2. Agency may terminate this Contract if Agency fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor's Services.

16.1.3. Agency may terminate this Contract if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the performance of the Services under this Contract is prohibited or Agency is prohibited from paying for such Services from the planned funding source.

16.1.4. Agency may terminate this Contract if Agency does not receive authorization from EIS to continue the Services, or EIS authorization is withdrawn or modified in a way that performance of the Services under this Contract is prohibited or no longer in the best interest of State.

**16.2. State's Right to Terminate for Cause.** In addition to any other rights and remedies State may have under this Contract, State may terminate this Contract, in whole or in part, immediately upon written notice to Contractor of Contractor's default under Section 14.1.

**16.3. Contractor's Right to Terminate for Cause.** Contractor may terminate this Contract upon Agency's default under Section 14.2.

**16.4. Mutual Termination.** The parties may agree to terminate this Contract upon at least thirty (30) Calendar Days' prior written agreement.

**16.5. Extension of Termination Date.** In addition to State's right to extend the term of the Contract, State may extend the effective period of the Contract one or more times as it elects in its discretion, provided that the total of all such extensions does not exceed one hundred eighty (180) Calendar Days following the termination date in place immediately prior to the initial extension under this section. State will provide notice of an extension



under this section to Contractor within thirty (30) Calendar Days of the then-scheduled Contract termination date.

**16.6. Disposition and Return of Property.** Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to Agency all of Agency's property, which includes Agency's Confidential Information and any Deliverables for which Agency has made payment in whole or in part, that are in the possession or under the control of Contractor in a format that is acceptable to Agency. Contractor shall also comply with the applicable provisions of Exhibit K with respect to Agency Data.

16.6.1. Any Deliverable returned or delivered to Agency pursuant to this section may be provided without the warranties set forth in Section 11.2, unless the Deliverable is Accepted.

16.6.2. Contractor shall maintain protections required by law or this Contract for any retained Agency property for so long as Contractor (including through any subcontractor) retains the property.

**17. STOP WORK ORDER.** Agency may, at any time, by written notice to Contractor, require Contractor to stop all or any part of the Services required by this Contract for a period of up to ninety (90) Calendar Days after the date of the notice, or for any further period to which the parties may agree. Upon receipt of the notice, Contractor shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the Stop Work Order notice. Within a period of ninety (90) Calendar Days after issuance of the written notice, or within any extension of that period to which the parties have agreed, Agency will either:

17.1.1. Cancel or modify the Stop Work Order by a supplementary written notice; or

17.1.2. Terminate the work under Section 16.1, 16.2, or 16.4, Termination.

17.1.3. If the Stop Work Order is canceled or Agency issues a notice directing Contractor to resume Services, Agency may, after receiving and evaluating a request from Contractor, make an adjustment in the time required to complete the Services by a duly executed amendment, inclusive of any ramp-up time required to for Contractor to resume Services. Any such Contractor request must be in the form of a Change Request under Section 7.1 and must be received by Agency within 10 (ten) Business Days of Agency's notice canceling the Stop Work Order or directing Contractor to resume Services.

17.1.4. Subject to Sections 3.2 and 6.1, Not-to-Exceed Compensation, a fee of \$500.00 per week will be assessed to the Agency for each week implementation is delayed beyond the agreed upon timeline where the delay is caused solely by the Agency.

## **18. COMPLIANCE WITH APPLICABLE LAW.**

**18.1. Compliance with Law Generally.** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Contractor and the

Contract, including Exhibit I, Federal Terms and Conditions, as may be adopted or modified from time to time. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the American Recovery and Reinvestment Act of 2009 (ARRA); (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. Agency's performance under the Contract is conditioned upon Contractor's compliance with the obligations of contractors under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein.

- 18.2. Oregon False Claims Act.** Contractor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Contractor pertaining to this Contract, including the procurement process relating to this Contract, which constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Contract, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Contract. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to State or Agency under this Contract or any other provision of law.
- 18.3. Tax Compliance.** Contractor certifies that it has complied with the tax laws of State and the applicable tax laws of any political subdivision of State. Contractor shall, throughout the duration of this Contract and any extensions, comply with all tax laws of State and all applicable tax laws of any political subdivision of State. For the purposes of this section, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

18.3.1. Any failure to comply with the provisions of this subsection 18.3 constitutes a material breach of this Contract. Further, any failure to comply with Contractor's warranty in Section 11.1.8 also constitutes a material breach of this Contract. Any failure to comply entitles Agency to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

18.3.1.1. Termination of this Contract, in whole or in part;

18.3.1.2. Exercise of the right of setoff, or garnishment as applicable, and withholding of amounts otherwise due and owing to Contractor, without penalty; and

18.3.1.3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Agency may recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

18.3.2. This Contract will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing Contractor's compensation under this Contract or (ii) exercising a right of setoff against Contractor's compensation under this Contract for any amounts that may be due and unpaid to State or its political subdivisions for which the Department of Revenue collects debts.

**18.4. Changes in Law Affecting Performance.** Each party will immediately provide notice to the other of any change in law, or any other legal development, which may significantly affect its ability to perform its obligations in accordance with the provisions of this Contract. Each party shall monitor changes in federal and state laws, ordinances, and regulations applicable to its performance hereunder, and will be deemed aware of such changes within thirty (30) Calendar Days of the enactment of any such change.

## **19. DISPUTE RESOLUTION.**

**19.1. Litigation.** Any claim, action, suit, or proceeding (collectively, "Claim") between Agency (or any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Contract must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR BY EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF THESE COURTS, WAIVES ANY OBJECTION TO VENUE IN THESE COURTS, AND WAIVES ANY CLAIM THAT THESE COURTS ARE INCONVENIENT FORUMS. In no way may this section or any other term of this Contract be construed as (i) a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity,

immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, or (ii) consent by the State of Oregon to the jurisdiction of any court.

**19.2. Governing Law.** This Contract is governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

**20. ORDER OF PRECEDENCE.** This Contract consists of the following documents that are listed in descending order of precedence:

- 1) The terms and conditions of this Contract, less its exhibits;
- 2) Exhibit I, Additional Federal Requirements;
- 3) Exhibit K, Security and Hosting Requirements
- 4) Exhibit J, Requirements;
- 5) Exhibit B, Service Level Agreements and Exhibit K-1, Contractor's Sample Termination of Services and Data Destruction Agreement;
- 6) Exhibit A, Statement of Work, including its subparts and any attachments;
- 7) Exhibit C, Insurance;
- 8) Exhibit G, Contractor's Subscription Terms, and Exhibit H, RESERVED (License for Third Party Intellectual Property);
- 9) Exhibit L, Payment Schedule;
- 10) Exhibit D, Certification Statement For Independent Contractor;
- 11) Exhibit E, Contractor's Personnel / Authorized Representative; and
- 12) Exhibit F, Agency's Personnel / Authorized Representative.

The aforementioned exhibits are by this reference incorporated into this Contract. To the extent provisions contained in more than one of the foregoing documents apply in any given situation, the parties agree: (i) to read such provisions together whenever possible to avoid conflict, and (ii) to apply the foregoing order of precedence only in the event of an irreconcilable conflict.

**21. RECYCLING.** To the maximum extent economically feasible in the performance of the Contract Contractor shall use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

**22. RECORDS MAINTENANCE AND ACCESS.** Contractor shall maintain all financial records and other records relating to the Services and its performance under this Contract in in such a manner as to clearly document Contractor's performance. Financial records must be kept in accordance with generally accepted accounting principles. Contractor acknowledges and agrees that Agency, the Oregon Secretary of State, the federal government, and their duly authorized representatives will have reasonable access, at their own cost and expense and only following reasonable notice to Contractor, to such records, in paper or electronic form, and to related systems components and tools (including hardware and System), to perform examinations and audits and make excerpts and transcripts, including system forensics. Contractor shall retain and keep accessible all such records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Contract

or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

- 23. SURVIVAL.** All rights and obligations cease upon termination or expiration of this Contract, except for the rights and obligations and declarations which expressly or by their nature survive termination of this Contract, including without limitation this Section 23, and provisions regarding Contract definitions, warranties and liabilities, independent Contractor status and taxes and withholding, maximum compensation, ownership and license of intellectual property and Deliverables, Contractor's confidentiality and non-disclosure, security and privacy provisions, Contractor's representations and warranties, control of defense and settlement, remedies, return of Agency property, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.
- 24. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract for critical path Deliverables and all Milestones identified in a Statement of Work.
- 25. FORCE MAJEURE.** Neither Agency nor Contractor will be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay is wholly or principally caused by unforeseen acts or events beyond its reasonable control. Both parties will make all reasonable efforts to remove or eliminate such a cause of delay or default and upon the cessation of the cause diligently pursue performance of their respective obligations under this Contract. This provision does not excuse Contractor's performance of its Disaster Recovery obligations.
- 25.1.** If a force majeure event causes Contractor to allocate limited resources among its customers, Contractor will not prioritize other customers over Agency. Contractor shall not reassign Key Persons to other customers during a force majeure event without Agency's advance consent.
- 26. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder must be given in writing to Contractor at the address or number set forth on Exhibit E, and to Agency at the address or number set forth on Exhibit F, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section.
- 26.1.** Any communication or notice delivered by United States Postal Service, first class mail postage prepaid, will be deemed given five (5) Calendar Days after mailing.
- 26.2.** Any communication or notice delivered by email will be deemed given when the recipient responds with a receipt, which may be auto-generated. To be effective against Agency, such email transmission must be confirmed by telephone notice to the Agency Authorized Representative.
- 26.3.** Any communication or notice by personal delivery will be deemed given when actually received by the appropriate Authorized Representative.

- 27. SEVERABILITY.** The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.
- 28. COUNTERPARTS.** This Contract may be executed in several counterparts, all of which when taken together constitute one contract binding on the parties, notwithstanding that the parties are not signatories to the same counterpart. Each copy of this Contract so executed constitutes an original.
- 29. SUBCONTRACTS AND ASSIGNMENT.** Contractor shall not enter into any subcontracts for any of the Subscription Services or Services required by this Contract or assign or transfer any of its interest in this Contract without State's prior written consent, which will not be unreasonably withheld. Consent to a subcontract or assignment does not relieve Contractor of any of its duties or obligations under this Contract.
- 29.1.** Any proposed use of a subcontractor which is located outside the United States must be called to the specific attention of State prior to a subcontractor providing any Services or obtaining any access to the Agency Data or networks. Agency may not accept additional work that is completed by a Subcontractor headquartered outside of the United States. All Subscription Services must be provided by and all Services must be performed by staff physically located within the United States or its territories.
- 29.2.** The assignment of this Contract in whole or in part to a successor organization by merger or acquisition does not require the consent of the other. Contractor is also permitted to assign its rights to payments without obtaining State's consent.
- 30. SUCCESSORS AND ASSIGNS.** The provisions of this Contract are binding upon and inure to the benefit of the parties to this Contract and their respective successors and permitted assigns, if any.
- 31. INTENDED BENEFICIARIES.** The State of Oregon and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or may be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 32. WAIVER.** The failure of either party to enforce any provision of this Contract or the waiver of any violation or nonperformance of this Contract in one instance will not constitute a waiver by the party of that or any other provision nor will it be deemed to be a waiver of any subsequent violation or nonperformance. No waiver, consent, modification, or change of terms of this Contract will bind either party unless in writing and signed by both parties and, with respect to Agency's waiver or consent, all necessary State approvals have been obtained. Such waiver, consent, modification, or change, if made, will be effective only in the specific instance and for the specific purpose given.

**33. HEADINGS.** The headings in this Contract are included only for convenience and do not control or affect the meaning or construction of this Contract.

**34. INTEGRATION.** This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Contract.

**35. CERTIFICATION:** The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that:

**35.1.** Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding;

**35.2.** The individual signing on behalf of Contractor is authorized to act on Contractor's behalf, has authority and knowledge regarding Contractor's payment of taxes, and to the best of the signatory's knowledge, Contractor is not in violation of any Oregon tax laws, including, without limitation: i) those included in ORS 305.380(4), ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and local taxes administered by the Department of Revenue; ; (ii) Any tax provisions imposed by a political subdivision of this state that apply to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this state that apply to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions;

**35.3.** Contractor is an independent contractor as defined in ORS 670.600; and

**35.4.** The supplied Contractor tax identification numbers below are true and accurate.

**CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**CONTRACTOR: YOU WILL NOT BE PAID FOR SERVICES RENDERED BEFORE NECESSARY STATE APPROVALS.**

**Benevate, Inc.:**

DocuSigned by:  
Signature: Jason Rusnak Date: 3/22/2023  
E39C1935592D4D6

Printed Name, Title: Jason Rusnak, President

Federal Tax ID: 81-0880368 Oregon Tax ID: 2090089-94

**STATE OF OREGON ACTING BY AND THROUGH THE OREGON HOUSING AND COMMUNITY SERVICES:**

DocuSigned by:  
Signature: Sandra Flickinger Date: 3/23/2023  
4641B29D2A0B49F...

Printed Name, Title: Sandra Flickinger, Assistant Director of Procurement

**LEGAL SUFFICIENCY APPROVAL PURSUANT TO ORS 291.047 AND OAR 137-045-0030:**

*(via email approval)*  
Signature: Sr. Assistant Attorney General Karen Johnson Date: 03/21/2023



**EXHIBIT A**  
**STATEMENT OF WORK**  
**(FOLLOWS THIS PAGE)**

## **EXHIBIT A**

### **STATEMENT OF WORK**

Contractor shall configure and implement a CDBG-DR SOR that is highly configurable for evolving program and Agency requirements and needs; that complies with HUD CDBG-DR requirements including tracking, disbursements, audits, compliance, and reporting functionality as well as the following steps: intake, eligibility, duplication and verification of benefits, inspections and environmental review, award determination, contracting and bid work, construction, closeout, and the subprocesses typically associated with each step, and that meets or exceeds the functional and technical requirements as mutually agreed upon in Exhibit J.

Contractor's implementation approach will be iterative in nature and result in a usable, testable solution within three weeks of the kickoff meeting. Based on the requirements outlined in this SOW, Contractor will have a solution implemented, configured and all training completed within twelve weeks or the mutually agreed upon schedule developed as part of Deliverable 1 if different. Contractor's proposed implementation schedule is in Appendix A-1, including a description of all implementation meetings.

## **Task and Deliverable #1: Project Management Plan & Phase**

Upon written notice to proceed, Contactor shall provide project management services that align with Agency practices and the Project Management Institute Body of Knowledge (PMBOK). Contractor will manage budget, timeline, implementation, and scope, and keep all stake holders up to date using status reports, meetings, and communication. Deliverables will include:

### **Deliverables:**

- 1.1 Weekly status reports that include at minimum including progress and updates on:
  - schedule
  - scope
  - task
  - status
  - risks
  - decisions
  - escalations
- 1.2 Weekly status meetings that include at minimum progress and updates on:
  - Status meetings, minimum weekly
  - Kick-off meeting
  - Go/No Go Meeting
  - Implementation meeting
- 1.3 Project Management Plan – minimum including:
  - 1.3.1 Scope Management
  - 1.3.2 Cost Management
  - 1.3.3 Schedule Management
    - Design Phase
    - Configuration Phase
    - Testing Phase
    - Training Phases
    - Implementation Phase
    - Stabilization Phase
  - 1.3.4 Communication Management
  - 1.3.5 Risk Management
  - 1.3.6 Requirements Management
- 1.4 Project Implementation Plan and Schedule including:
  - 1.4.1 Approach to achieve requirements
  - 1.4.2 Work Breakdown including milestones, and deliverable dates
  - 1.4.3 Resources required
  - 1.4.4 Staffing plan with key personnel need from Contractor and Agency
- 1.5 Responses to inquiries from Agency Oversight (Enterprise Information Services, Independent Quality Management Services / iQMS vendor) within three (3) business days.

All written deliverables are to be living documents updated by the contractor as progress or process cause change and approved by Agency.

**Acceptance Criteria:**

- 1.1 Weekly status reports are submitted on time and meet the minimum categories that are deemed acceptable by the Agency Authorized Representative as defined above in Deliverable Details section and that Agency approves upon reviewing.
- 1.2 Meetings as scheduled. Status meetings held at a weekly interval, with notes sent out to all attendees within 3 business days.
- 1.3 Project Management Plan delivered including at least the minimum categories listed in Deliverable Details that are deemed acceptable to the Agency and that Agency Authorized Representative approves upon reviewing.
- 1.4 Project Implementation Plan and Schedule that meets all system and contract requirements and with information discovered in meetings that meet all criteria listed in Deliverable Details and deemed acceptable by the Agency and that Agency Authorized Representative approves upon reviewing.
- 1.5 Responses provided to Agency Oversight in a timely manner as specified in Deliverable Details.

**Task and Deliverable #2: Configuration Planning Workshops & Artifacts**

**Phase** Contractor shall oversee, schedule, and facilitate detailed configuration planning workshops with Agency. Scheduling of these sessions will be in accordance with the Contractor's Project Implementation Plan, schedule and Appendices A-1 and A-2. Via these workshops, Contractor shall ensure that the configuration planning for the system meets all requirements, and provide the following artifacts to Agency:

**Deliverable Details**

**2.1 Functional Configuration Planning Document**

Contractor shall compose configuration planning documentation for all functions within the System, including the Contractor's understanding of the detailed functional requirements. The Functional Configuration Planning Document must contain process flow diagrams of all workflows for each program, and include any logic, thresholds, automation, or intervention of each process. The document must also contain a written explanation of all processes. Agency must provide feedback on template and formatting, as needed.

**2.2 Configuration Planning List**

Contractor shall provide a list of all items that will be configured in the Configuration Planning List. This list will detail out each program, workflow, process, and any other relevant item that Agency will be implementing. Agency must provide feedback on

template and formatting, as needed. This list will be used to define all Data Dictionary components for Deliverable 11.

### 2.3 Configuration Planning & Development List

Contractor shall provide a list of configuration planning workshop findings that cannot be accommodated in the system without additional Contractor development time. This list is a 'parking lot' list of items that may be used as reference for Deliverable 7.1.

### **Deliverables:**

2.1 Functional Configuration Planning Document

2.2 Configuration Planning List

2.3 Configuration Planning & Development List

### **Acceptance Criteria:**

2.1-2.3 Agency Authorized Representative approves format used before Contractor begins composition.

a. Agency Authorized Representative approves all deliverables upon submission based on compliance with system and contract requirements, information agreed to in configuration planning workshops, and information in Deliverable Details 2.1-2.3.

## **Task and Deliverable #3: Test Plan with Pass/Fail Criteria**

Based upon testing template format approved by Agency, Contractor shall deliver a Test Plan that details the test strategy (manual testing), objectives, schedule, estimations, deadlines, and the resources required for testing and addresses the following types of testing:

3.1 Security Testing;

3.2 Integration Testing; and

3.3 User Acceptance Testing (UAT) based on "must have" and "nice to have" (where No or partially is not listed) mutually agreed upon requirements in Exhibit J.

### **Deliverables:**

3.1. Security Test Plan

3.2. Integration Test Plan

3.3 User Acceptance Test Plan

### **Acceptance Criteria:**

3.1 -3.3 Test plans are acceptable to Agency with the following documented items, composed in the template format approved by Agency Authorized Representative that is in accordance with system requirements, contract requirements, and information agreed to in Configuration

#### Planning Workshops:

- Test strategy
- Objectives
- Roles and Responsibilities
- Schedule
- Pass and Fail Criteria
- Estimations of time
- Resources assigned
- Entry Criteria
- Exit Criteria
- Assumptions
- Test Process including, but not limited to, escalation path for defects

#### **Task and Deliverable #4: Requirements Traceability Matrix**

The Contractor shall deliver a Requirements Traceability Matrix for all features and functionality in the CDBG-DR SOR based on mutually agreed upon requirements in Exhibit J, applicable business, technical, and contractual requirements.

#### **Deliverables:**

- 4.1 Requirements Traceability Matrix document containing acceptable documentation for each contract requirement, system requirement found in Exhibit J, and any information agreed to in Configuration Planning Workshops.

#### **Acceptance Criteria:**

4.1 Requirements Traceability Matrix document encompasses all requirements in Exhibit J. For each requirement statement, the matrix document will contain applicable requirement statement to test, user story requirement relates to, test case, test scenario, and: Agency Authorized Representative approves this deliverable based on compliance with system, contract requirements, and requirements agreed to in Configuration Planning Workshops.

- Applicable contract requirement
- Applicable business and technical requirement
- Applicable user story, test case, and test scenario
- Tester/Completed By field
- Requirement ID and description
- Functionality
- Test Case / Scenario / user story # and description
- Test Case and number
- Tester Name
- Pass/fail status
- Testing notes
- Test Status

All final updates are required prior to Go-Live.

### **Task and Deliverable #5: Development of Test Cases and Test Scenarios**

System is a multi-tenant SaaS solution. System, Regression, Quality Assurance and Production Readiness testing are internally done as part of Contractor's Solution Development Life Cycle (SDLC). This includes completion of all test cases.

For test cases and scenarios for this initiative, Contractor will author and create all test cases and scenarios, including: assumptions and constraints, testing pre-requisites, security permissions, pass/fail criteria for each case and scenario, and step-by-step instructions for achieving each test objective. Contractor shall provide preferred format or template to Agency for reporting incidents and defects. The test cases and test scenarios for required functionality shall be provided to Agency via Microsoft Word documents and tracked by Contractor in a centralized manner that can be shared with Agency.

Test Cases and Test Scenarios must address the methods of testing listed below:

5.1 **Security Testing**, including penetration testing prior to Go-Live required by the state of Oregon. The contractor shall procure a third-party subcontractor to perform penetration and security testing, which should test for including but not limited to SQL injection attacks and other requirements recommended by OWASP Foundation ([www.owasp.org](http://www.owasp.org)) or other similar organizations demonstrating industry best practices for security. All results and certifications shall be sent to the Agency for their records. Contractor will provide the following to Agency:

- Vulnerability and penetration testing report/results
- Completion of all testing including security testing in compliance with State of Oregon requirements mentioned in:  
<https://www.oregon.gov/das/OSCI/Documents/2019StatewideInformationAndCyberSecurityStandardsV1.0.pdf> which includes:
  - Statewide Information and Cyber Security Standard (Statewide Standard) CA-5 Plan of Action & Milestones;
  - Statewide Standard CA-8 Penetration Testing;
  - Statewide Information Security Plan section 14.2.9 System Acceptance Testing.

The Agency is responsible for all costs associated with additional security testing required by the State beyond the annual penetration testing routinely completed by the Contractor provided that subsequent testing is not required due to the fact that security vulnerabilities or defects have been found in the annual penetration testing.

5.2 **Integration Testing**. Contractor shall author and develop test cases for validating all integration via flat files, txt files, CSV files, Excel files, or other file types to and from the Statewide Financial Management Application (SFMA) and imports from FEMA, SBA, and all other mutually agreed upon integrations found in the Configuration Planning Workshops phase and in system requirements. Agency users will work with Contractor to complete all integration test cases.

**5.3 User Acceptance Testing (UAT).** Contractor shall author and develop test cases, to cover all features and functionality required the entire CDBG-DR System of Record to determine if the system is in material conformance with the CDBG-DR Requirements, system requirements, contract requirements, information agreed to in Configuration Planning Workshops and to discover any defects.

**Deliverables:**

- 5.1 Documented Test Cases for Security Testing
- 5.2 Documented Test Cases for Integration Testing
- 5.3 Documented Test Cases for User Acceptance Testing

**Acceptance Criteria:**

- 5.1 Test Cases for Security Testing submitted to and approved by Agency Authorized Representative, following test plan components from 3.1, and encompassing:
  - Penetration testing
  - Vulnerability testing
- 5.2 Test Cases for Integration Testing submitted to and approved by Agency Authorized Representative, following test plan components from 3.2, and encompassing testing the following:
  - Batch file imports and exports for FEMA data
  - Batch file imports and exports to Statewide Financial Management Application (SFMA)
  - Batch file imports and exports for SBA data
  - Batch file imports and exports for printing with DAS Publishing & Distribution
- 5.3 Test Cases for User Acceptance Testing submitted to and approved by Agency Authorized Representative, following test plan components from 3.3, and encompassing all requirements in Exhibit J with 'Must Have' priority and all "nice to have" requirements except where contractor indicates "No" or "Partial".

**Task and Deliverable #6: System Security Plan**

Contractor shall provide FedRAMP and SOC 2 Type 2 certifications to Agency. SOC 2 Type 2 reports shall include all five Trust Services Criteria including Security, Availability, Processing Integrity, Confidentiality, and Privacy. Contractor shall develop a Plan of Action and Milestones (POAM) regarding any vulnerabilities discovered. The POAM vulnerabilities shall be rated as "Low", "Medium", "High", or "Critical." Any POAM vulnerabilities that are rated as Medium or Higher shall include a plan for mitigation which includes an estimated timeline that is agreed



upon by the Agency. Contractor shall complete and compose the System Security Plan using information from the final configured system. Agency shall provide [template](https://www.oregon.gov/das/OSCIO/Documents/SystemSecurityPlan.docx) (<https://www.oregon.gov/das/OSCIO/Documents/SystemSecurityPlan.docx>).

6.1 The System Security Plan document shall include but is not limited to a breakdown of the following components (see template for comprehensive security requirements):

- Access Control;
- Awareness and Training;
- Audit and Accountability;
- Configuration Management;
- Identification and Authentication;
- Incident Response;
- Maintenance;
- Media Protection;
- Personnel Security;
- Physical and Environmental Protection;
- Risk Assessment;
- Security Assessment and Authorization;
- System and Communications Protection; and
- System and Information Integrity.

As addendums and attachments, Contractor shall provide FedRAMP and SOC 2 Type 2 certifications in the System Security Plan.

#### **Deliverables:**

6.1 System Security Plan document, following template format provided by agency, including attachments of SOC 2 Type 2 assessment and FedRAMP authorization.

#### **Acceptance Criteria:**

6.1 System Security Plan document filled out for all components under 6.1 with attachments of SOC 2 Type 2 assessment and FedRAMP authorization that Agency Authorized Representative and EIS review and approve in accordance with all state security requirements.

## **Task and Deliverable 7: Priority Design & Development**

Contractor shall hold design sessions with Agency subject matter experts (SMEs) to determine a Priority Design & Development list (7.1) Contractor shall allocate 240 hours of software development of items from the Priority Design & Development list.

Prior to the development of list items, Contractor shall develop wireframe mock-ups all System UI components to illustrate how web pages will appear for any “priority development” work mutually agreed upon by both parties (7.2). Agency can provide feedback on template and formatting, as needed. Work items associated with the development and delivery of this functionality will be implemented according to mutually agreed upon timeline as soon as initial implementation of the system but no later than the expiration of this 2-year contract period. (7.3).

#### **Deliverables:**

- 7.1 Priority Design & Development List: complete list of functionalities not currently available in solution that Agency is requesting.
- 7.2 Priority Design & Developer Hours & Breakdown: Completion of 240 hours of developer time, including wireframe mockups and design documents for all developed/implemented items from the Priority Design & Development List.
- 7.3 Ongoing Priority Design & Development List: list of “to be” developed items for use by Agency to plan for additional efforts.

#### **Acceptance Criteria:**

- 7.1 Contractor-held Design session held to finalize Priority Design & Development List.
  - Finalized Priority Design & Development List submitted to and approved by Agency Authorized Representative that meets Agency’s needs and is agreed upon by Contractor.
  - Agency issues written Notice to Proceed.
- 7.2 Priority Design & Development completed item list provided to Agency Authorized Representative of what 240-hour allocation was used on, including completion time for each item.
  - Wireframe mockups and design documents provided for all Priority Design & Development completed items.
- 7.3 Ongoing Priority Design & Development List validated for all “to be” developed items that Agency Authorized Representative prioritizes with Contractor according to mutually agreed upon timeframes.

### **Task and Deliverable 8: Configuration, Testing, & Implementation Phases**

- 8.1 Configuration Phase: System configuration based on all contractor-led Configuration Planning Workshops and recommendations. Configurations will be completed by vendor, with Agency determined system administrators being involved. All configurations will be compiled in a configuration report (8.1) that outlines all configuration changes made to support the functionality of the solution. Contractor will hold a configuration closeout meeting to confirm all configuration changes have been

applied following configuration standards, listed below in Deliverable Details 8.1.

8.2 Testing Phase: following Testing Standards set forth in Deliverable Details 8.2 listed below, testing will be completed by relevant parties. All issues found during any testing phase must be resolved prior to implementation. All test documentation, including completed test cases, test scenarios, etc. must be compiled and provided to agency at end of testing phase. Contractor will hold a testing closeout meeting to confirm all testing is completed, following standards listed below, and to review results from all types of testing, per Deliverable Details 8.2.

8.3 Implementation Phase: Delivering a system conforming to all mutually agreed upon Exhibit J System Requirements with “must have” priority and all “nice to have” requirements except where contractor indicates “No” or “Partial” in Exhibit J and following all Go-Live implementation standards listed below. Contractor will hold a Go /No-Go meeting with Agency personnel to determine if Go Live is approved, per Deliverable Details 8.3.

### **Deliverable Details:**

8.1 **Configuration Standards:** Perform initial configuration for all data retention policies, based on federal requirements and agency needs

- Complete configuration and setup of all the following, including but not limited to:
  - Survivor Application Management, from Application Intake through Closeout and Construction Management of tasks via case management queues
  - Subgrantee Application Management from Application Intake through Award
  - public-facing application portal for application submittal
  - Grant Management funding, including compliance, disbursements of batch files for payments to recipients, and all tracking of financial components. Reporting architecture including creation of required reports
  - Loan underwriting, tracking, compliance, and management
  - Custom workflows, including business process- based workflows following applications from intake through closeout
  - Dashboard, Report, View configuration for case managers, call center staff, applicants, OHCS supervisory staff, and other necessary users of the system.
  - Document generation, importing, exporting, management, and retention policies
  - Communications setup for automatic notifications, including notifications to potential applicants, notifications to assigned members on the application to initiate a new step in the business process, notifications to case managers for review and oversight, notifications to contractors and subrecipients for announcements of new actions etc.
- User, account, and application security policies; creating individual accounts using granular security levels.
- Complete manual integrations (batch files), including importing and exporting of

data from SFMA, FEMA, and other data specified in the requirements or defined by Agency.

**8.2 Testing Standards:** Agency will complete testing via the use of UAT test cases and scenarios developed in Deliverable 5.3, whilst Contractor will complete testing for Security Testing (5.1). Agency and Contractor will work in conjunction for testing Integration (5.2). All completed documentation and a final report (8.2) will be delivered to Agency outlining all results and if any found issues are outstanding.

Contractor shall correct any configuration, functional, or performance issues found during any testing phase. Agency will retest the test cases and either accept the resolution or provide additional test failure examples for Contractor remediation. Contractor shall provide technical support on an as-needed basis as requested by Agency during any testing phase for any CDBG-DR SOR system issues or configuration issues that arise from the testing process.

All issues found during the Testing phase must be resolved prior to launching the production system or within other timeframe as specified by agency.

**8.3 Go-Live Implementation Standards:** The CDBG-DR SOR (including all licensed products) must meet or exceed all mutually agreed upon technical and functional requirements in this Exhibit A, SOW, and “must have” and “nice to have” (where No or partially is not listed) in Exhibit J, Requirements, and be highly configurable for future program needs. Additionally, final requirements will be subject to HUD’s approval of OHCS’ Action Plan, adoption of program guidelines, and the final executed grant agreement with HUD.

- Complete setup of test/production, and geographically redundant environments, including completing initial configuration of all installation components
- Complete manual integrations (batch files), including importing and exporting of data from existing financial system, FEMA, and other data specified in the requirements or defined by Agency
- Perform initial configuration for all data retention policies, based on federal requirements and Agency needs
- The Contractor will implement the system upon receiving a written “Notice to Proceed” from the Agency, following a Go/No-Go meeting, per Acceptance Criteria 8.3.

**Deliverables:**

- 8.1 Configuration Phase
- 8.2 Testing Phase
- 8.3 Implementation Phase

## Acceptance Criteria:

### 8.1 Configuration Phase

- All feedback from Agency during Configuration Planning Workshops and meetings incorporated in configuration changes made in system.
- Configuration Report submitted to and validated by Agency Authorized Representative for accuracy of all configurations.
- Agency Authorized Representative reviews and approves all Deliverable Details for 8.1 and agrees that Configuration Phase meets business needs and is complete.

### 8.2 Testing Phase

- All testing cases created in Deliverable 5 are completed according to their respective-typed test plan from deliverable 3 and testing complies with 8.2 Testing Standards.
- Agency Authorized Representative confirms receipt of all completed testing documents.
- Agency Authorized Representative validates Testing Result report and approves. Agency Authorized Representative at Testing Closeout meeting agrees that the Testing Phase is complete.

### 8.3 Implementation Phase

- Agency Authorized Representative confirms implementation phase meets Agency's Go-Live Implementation Standards.
- Contractor organizes and facilitates Go/No-Go Meeting, and Agency Authorized Representative agrees system is ready to launch and Go-Live via a written notice to proceed.
- All test cases, production releases, and project Go-Live must be complete for the following four (4) programs:
  - HARP
  - HOP
  - PIER
  - IHA

## Task and Deliverable #9: Business Continuity Management and Disaster Recovery Plan

Contractor shall deliver and maintain Business Continuity Management and Disaster Recovery Plan and Procedures for the Subscription Services that are acceptable to Agency. In the event of a disaster, Contractor shall comply with the provisions of and deliver Services according to the Business Continuity Management and Disaster Recovery Plan and Procedures. This includes detailing recovery from an unplanned outage and how to continue service options.

The Contractor shall provide a prepared Disaster Recovery document for cases when the hosted System is "down" or unavailable for any length of time without a predicted ETA of service restoration. In this document, the System should have a recovery strategy for failing over to

another instance, using the latest database backup for a new production instance, etc. Details should include all technical components, initiators of processes, and notifications to external applicants, per Deliverable 9.1.

Since the solution is externally facing to survivors, any prolonged, unplanned disruption must be considered critical and mitigated accordingly to these recovery objectives.

Recovery Point Objective: Less than 15 minutes, with any data recovered if possible.

Recovery Time Objective: Less than 2 hours, with a defined notification strategy that can operate during system downtime.

**Deliverable:**

9.1 Disaster Recovery Plan, detailing out contractor's procedural plan in case of emergency.

**Acceptance Criteria:**

9.1 Agency Authorized Representative approves Business Continuity Management and Disaster Recovery Plan based on guidance from EIS and Agency program staff citing that business continuity can occur and acceptance of the mitigation steps.

## **Task and Deliverable #10: Training Phase**

The Contractor shall conduct a Training Phase and train all users. Different user groups (case managers, finance/accounting, report users and research, etc.) will be trained via two training methodologies: End User & Train the Trainer. Depending on the number of core user groups requiring training, identified during the Configuration Planning Workshop phase, the amount of training sessions required may vary. All trainings must be recorded and submitted to Agency upon the end of the training phase. Training material shall cover all system processes, manual and automated including: custom process flow documents for HARP, HOP, PIER, and IHA (4 documents). Contractor also provides access to standard online training content and manuals. All custom training classes will be recorded and available online. Contractor shall deliver the following during the training phase:

**Deliverable Details:**

- 10.1 **Training Plan:** Contractor shall deliver a plan of all training to be held, including proposed agenda with timing for each topic, a list of attendees, and proposed schedule. Agency must approve training plan before Training Kickoff meeting.
- 10.2 **Training Kickoff:** Contractor shall hold a two-hour virtual training session with designated Agency program staff to review system functionality and available resources if questions arise. Kickoff will include a review of the training plan schedule.  
Topics of Training:
  - user guide location

- help function
- support videos
- plans for additional training listed in 10.2-10.8

**10.3 Program Training:** Contractor shall provide thirty-two (32) hours of user training (two 4hr classes per program, 8 total classes). Training will be conducted virtually, with designated Agency staff attending as subject matter experts (SMEs) and will train other staff.

Topics of training:

- How external users can access and use the applicant-facing application portal, including how to:
  - Initiate a new request for assistance (application)
  - Alter previous submissions for assistance when prompted
  - Sign in and view application status
- How internal users (case managers) will use the tools to communicate with external applicants during case management, in general
- How internal users (case managers) access and interact with unique applicant records
- How to manage each step of the case management process, including:
  - Verification of applicant information and documents
  - Calculation of the recovery benefit
  - Verification of no duplication of benefits from other sources
  - Interaction with other government data sets
  - How to access, manage, and interact with reporting functions to be able to measure program activity (Specific requirements to be defined by Agency)

**10.4 Financial Training:** Contractor shall provide two hours of virtual training to accounting, budget, and fiscal staff.

Topics of Training include:

- Management of all disbursements, loans, payments, etc. including monitor tracking and compliance
- Available reports and metrics
- Month-end and period-end processes
- Integration imports and exports with SFMA
- Interaction with other government data sets
- Financial and accounting process integration for vendor payments

**10.5 Administrator Training:** Contractor shall provide two sessions to administrators, for four hours each totaling eight hours of time. Each session will be held virtually, with the first session being an introduction to system administration, and the second session containing advanced support administrative functions.

Topics of training include:

- How administrators can access and manage the applicant-facing application portal
- How administrators, business analysts, or super users can perform administrative configurations
- Submittal of issues to vendor
- Submittal of new ideas/features to vendor.

- 10.6 **Subrecipient Training:** Contractor shall hold one session of training for subrecipients, one hour of time total per program (e.g. PIER, HARP, HOP, IHA) for a total of 4 hours of training.
- 10.7 **Contractor Training:** Contractor shall hold one session of training for agency contractors, one hour of time total.
- 10.8 **Report Training:** Contractor shall hold one two-hour session of training for internal reporting SMEs.
  - How to access, manage, and interact with reporting functions to be able to measure program activity.
  - How to search or query for data within the system for the purposes of auditing and monitoring.
  - Review of ERD and DD resources
  - Connecting to Snowflake instance using Agency license of PowerBI.

**Deliverable:**

- 10.1 Training Plan
- 10.2 Training Kickoff
- 10.3 Program Training
- 10.4 Financial Training
- 10.5 Administrator Training
- 10.6 Subrecipient Training
- 10.7 Contractor Training
- 10.8 Reporting Training

**Acceptance Criteria:**

- 10.1 Training Plan encompasses and provides the following guidelines:
  - Agency Authorized Representative approves participation list for each training session.
  - Contractor schedules each session, with scheduling assistance from Agency Project Manager or other personnel to guarantee available schedule times.
  - Contractor provides an agenda for each training session in the meeting invite, detailing out expected topics and attachments of guides to reference.
  - Contractor shall reschedule a training session upon Agency Authorized Representative or Agency Project Manager request in the event one or more key participants cannot attend.
  - Agency Authorized Representative approves training plan prior to Training Kickoff and before training sessions begin.
- 10.2-10.8 Training sessions shall comply with all guidelines specified in the Training Plan and
  - Contractor holds training sessions via Microsoft Teams or using similar technology, records the training sessions, and provides transcription for the sessions.
  - Contractor provides training session recordings and materials including supplemental information, guides, and links to Agency within 2 business days.
  - Agency Authorized Representative reviews and approves all training materials to



ensure compliance with contract requirements.

## **Task and Deliverable 11: Data Dictionary (DD) & Entity Relationship Diagram (ERD)**

- 11.1 **Data Dictionary (DD):** Contractor shall provide a data dictionary for the SaaS system to aid with ad hoc reporting, done within the agency's domain. The data dictionary should include all tables, fields, schema information, informal name (if field name is different than screen display name), and data types for all relevant data fields from the Configuration Planning List (2.2). The DD should be in Microsoft Word, Excel, or another tool acceptable to Agency, with format approved by Agency before beginning.
- 11.2 **Entity Relationship Diagram:** Contractor shall provide an Entity Relationship diagram (ERD) to assist with all relational query building for each logical grouping found on the Configuration Planning List (2.2). The ERD should be in Microsoft Visio, Microsoft Excel, or another tool acceptable to Agency, with format approved by Agency before beginning.

### **Deliverable:**

- 11.1 Data Dictionary
- 11.2 Entity Relationship Diagram(s)

### **Acceptance Criteria:**

- 11.1 Data Dictionary includes:
- All defined characteristics above for each data point identified on the Configuration Planning List
  - Submitted to Agency Authorized Representative for review and approval
- 11.2 Entity Relationship Diagram(s) includes:
- All defined characteristics above for each data point identified on the Configuration Planning List
  - Submitted to Agency Authorized Representative for review and approval

## **Task and Deliverable #12: Ongoing Maintenance and Support**

- 12.1 **Standard Maintenance Services:** Contractor shall provide Agency with ongoing maintenance and support of the System as outlined in the Contract and Exhibit B, Service Level Agreements. Generally, those services will consist of the following Support Service:
- Ongoing, monthly or as needed enhancements and configuration changes according to priority as classified by Agency problem determination.
  - Ongoing training
  - Hosting/Security in Microsoft Tier IV FedRAMP-authorized Data Center
  - Technical Support (8am – 5pm PT)

- Data Storage, Backup and Recovery
- Up to 150 user licenses
- Additional licenses may be purchased pro-rata to the annual contract term for [REDACTED]
- Applicants, contractors and subrecipients are free to access their respective portals
- Periodic System updates, including new releases provided under continual contract provisions.
- Periodic updates of the System relating to the version and modules (functionality) originally purchased by the Agency.
- Complete security and regression testing for any updates that are considered custom, not part of the base solution, for all major and minor changes.
- Setup and maintenance of a separate testing environment for users to test and train on the system with periodic refreshes of the testing environment from the production environment monthly or as often as the system receives updates.

### **12.2 Ongoing, annual penetration and security compliance testing**

- Conducted solely by an independent third party that the contractor subcontracts with to provide these services
- Results shall be sent to Agency upon completion of testing annually
- Remediation of any security finding or potential errors within any security report will be completed by Contractor with oversight from the agency to maintain state security standards. Corrections of substantial defects in the System so that the System shall operate as described in the appropriate contractual deliverables
  - user manuals or other applicable documentation specifying requirements of the System
- User assistance, following all contract-defined SLAs.

### **12.3 Update Services:**

- Provides corrections of any substantial defects
- Provides fixes of any minor bugs
- Periodic updates of the Licensed Product relating to the version and modules (functionality) originally purchased by the Licensee.
  - Use of updates with or in place of the Licensed Product shall be for use exclusively by Agency.
- Written notice to agency 48 hours in advance before major updates to the production environment are performed if update is taking place outside of regularly scheduled timeframe.
- Contractor shall provide Support Services according to Exhibit B, Service Level Agreements.
- Contractor shall provide help icon in SaaS or way to electronically report issues in the application.
- Bug, error, and defect resolution according to whether OHCS reasonably classifies ticket as emergency, priority, or standard;
- Ongoing, monthly or as needed enhancements and configuration according to priority as classified by OHCS problem determination responses as set forth in the

Ticket Resolution metrics provided in Exhibit B, Service Level Agreements.

**Deliverables:** ongoing support and maintenance of the System.

**Acceptance Criteria:**

- 12.1 Agency Authorized Representative reviews and agrees that all of needs as detailed above in Section 12.1, Standard Maintenance Services, have been sufficiently met and agrees service levels and security requirements are met on an ongoing basis.
- 12.2 Agency Authorized Representative reviews and agrees that all of the needs as detailed above in Section 12.2., Ongoing, annual penetration and security compliance testing, have been sufficiently met.
- 12.3. Agency Authorized Representative reviews and agrees that all of the needs as detailed in above Section 12.3, Update Services, have been sufficiently met.

## **Task and Deliverable #13: Stabilization Period**

For the System Stabilization Period, the Contractor shall:

- 13.1 Apply configurations in production environment
  - Maintain and administer production environment for 30 days
  - Perform optimization, reporting and necessary fixes, including minor enhancements to the CDBG-DR SOR during the Stabilization Period.
  - Apply revisions to all existing deliverable documentation and detail out infrastructure and data changes made during stabilization period.

**Deliverable:** Stabilization Period

**Acceptance Criteria:**

- 13.1 Completion of the Stabilization Period for the final phase of Implementation will mark the end of the Implementation Task. **Final Acceptance.** "Final Acceptance" of the Implementation of the Subscription Services will occur when the following events have occurred, or conditions exist:
  - Agency **Authorized Representative** has notified Contractor that the Services meet all Acceptance Criteria and all required testing has been successfully completed, including as specified in Section 3.5 and in the applicable Statement of Work;
  - The Subscription Services are stable, complete, and operating correctly as specified in Section 3.4 and in the applicable Statement of Work, and without Defects;
  - Agency **Authorized Representative** has notified Contractor that State of Oregon authorizations to Accept the Services have been received;
  - Documentation is complete, inventoried, and Accepted by Agency **Authorized Representative**;

- Contractor has reconciled all Requirements against the stabilized Subscription Services to ensure Contractor has clearly and transparently met each Requirement; and
- Contractor has completed and Agency **Authorized Representative** has Accepted Deliverables for User Training and Technical Training as specified in the applicable Statement of Work.

## **Task and Deliverable #14: Transition Plan**

This System includes maintenance and compliance functions after the implementation of the System of Record for as long as the Agency requires them. CDBG-DR grant funds are estimated to be dispersed over a 6-year period, with the funding source of the system being depleted. Contractor shall compose a transition plan, to describe how Contractor would allow for compliance and maintenance, without a fully active system, provide details on a maintenance system and portal, or would assist in transitioning to another solution, possibly a Grants Management System or other accounting software, when funding is depleted. This plan shall factor in licensing costs, subscription fees, archiving options, and any other item deemed to be required or relevant. The Plan must include a breakdown of migrating all data and system compliance functions to an alternative system. Plan must be updated if any changes occur.

### **Deliverable Details:**

- 14.1 Transition plan includes at minimum
  - 14.1.1 Data Migration Plan
  - 14.1.2 Cost estimates of licensing, subscription, implementation
  - 14.1.3 Permissions/user rights plan post archive.

### **Acceptance Criteria:**

- 14.1 Transition plan is submitted and includes the criteria listed in the Deliverable Details above describing all tasks and responsibilities necessary to transition Agency to another solution and that Agency Authorized Representative reviews and approves to be in accordance with business needs.

## **Task and Deliverable #15: Contingency Services/Optional Services**

From time to time, Agency may request that Contractor provide additional services or deliverables within the scope of this Contract including potential customizations. If Agency would like Contractor to provide additional services or deliverables, Agency shall send Contractor a written request. Contractor shall review the request and provide Agency with a quote to provide the additional services or deliverables within ten (10) Business Days of Agency request. Agency shall review, and if acceptable, the parties shall issue an amendment or change order in accordance with Section 7, Amendments.

Contractor's hourly rates for such services will not exceed the hourly rates set forth in Exhibit

L.

**Deliverable:**

- 15.1 Written requirements documentation for the proposed change.
- 15.2 Written design documents for the proposed change.
- 15.3 Notice to proceed with change signed by Agency.

**Acceptance Criteria:**

- 15.1 Requirements documentation is submitted to Agency Authorized Representative and follows best practices of the Agency; Agency Authorized Representative reviews and approves the document in compliance with business needs.
- 15.2 Design documentation is submitted to Agency Authorized Representative and follows best practices of the Agency; Agency Authorized Representative reviews and approves the document in compliance with business needs.
- 15.3 Agency Authorized Representative signs Notice to Proceed for system changes.

**Task and Deliverable #16: Contingency for Transition Services  
(Transition to Another System)**

Agency may request that Contractor provide Transition Services as set forth in Section 3.8.1 of the Contract and as further defined in the final accepted Transition Plan, Deliverable 14.

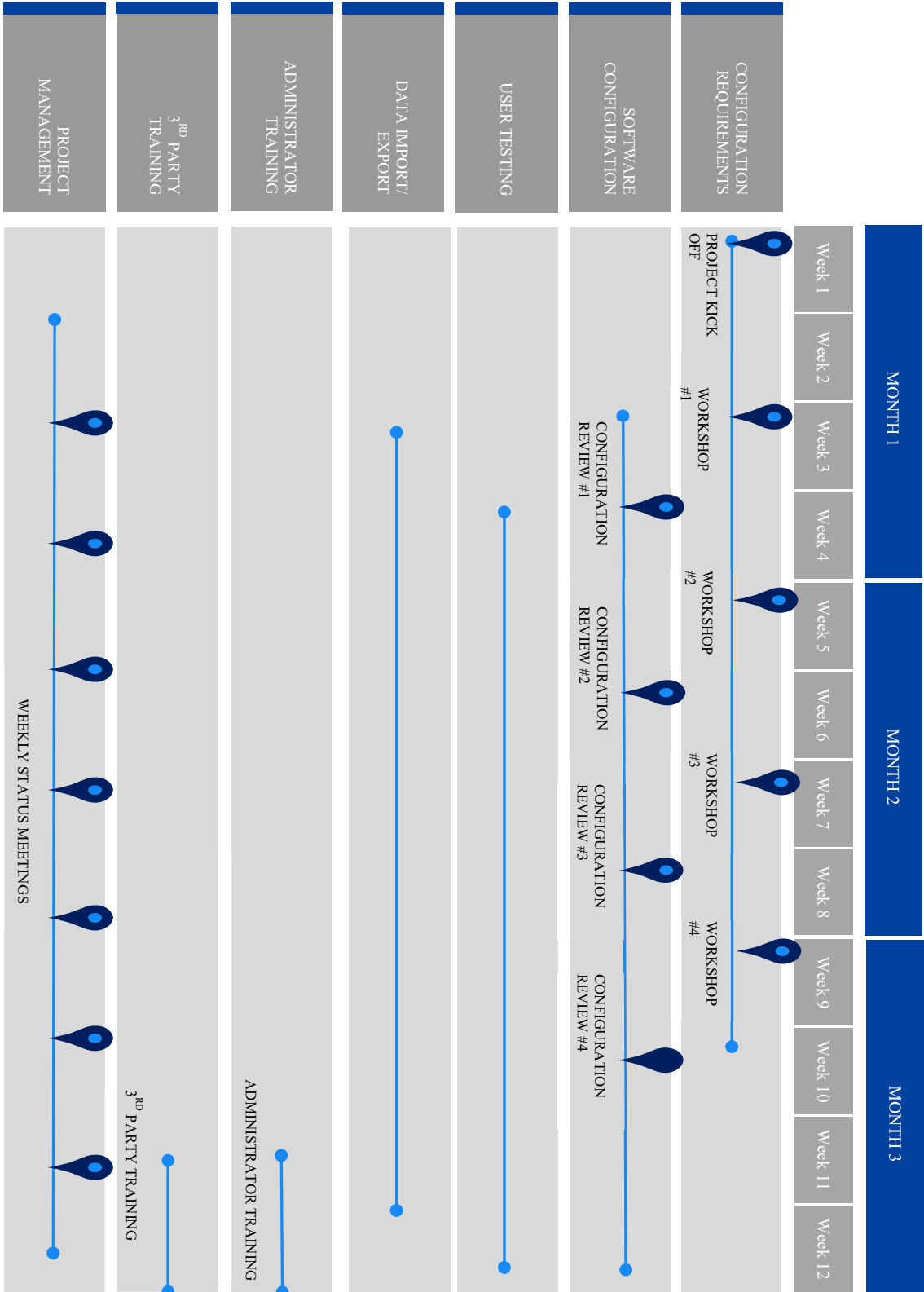
**Task and Deliverable #17: Contingency for Maintenance Portal**

Agency may request that Contractor create and provide Agency with access to a Maintenance Portal as described in Section 3.8.2 of the Contract. If Agency requests access to a Maintenance Portal, Contractor shall deliver to Agency the proposed license agreement in accordance with the provisions of the Contract. The parties shall negotiate the terms of the proposed license in good faith and shall, upon agreement, execute a license agreement for the Maintenance Portal.

(Remainder of this page is intentionally left blank)

## APPENDIX A-1

### High Level Implementation Schedule



## APPENDIX A-2

### Implementation Meetings for Each Program (HARP, HOP, PIER, IHA)

EVENT	KEY ACTIVITIES
Kickoff Meeting	<ul style="list-style-type: none"> <li>&gt; Demonstration of the System to all key stakeholders.</li> <li>&gt; Project objectives and System requirements are reviewed</li> <li>&gt; Implementation timeline is reviewed and required roles are identified.</li> <li>&gt; Detailed project work plan is reviewed</li> <li>&gt; Implementation Guide is reviewed. The guide identifies required information to configure the System for each program.</li> </ul>
Configuration Workshops (#1-#4)	<ul style="list-style-type: none"> <li>&gt; Review completed Implementation Guide for each program.</li> <li>&gt; Review all data import/export sources, if applicable</li> <li>&gt; Review, discuss and recommend client best practices to incorporate</li> <li>&gt; Project requirements for each phase (see below) of each program are finalized</li> </ul>
Configuration Meeting #1: Applicant Functionality	<ul style="list-style-type: none"> <li>&gt; First pass configuration is demonstrated for applicant functionality.</li> <li>&gt; User credentials are created for testing.</li> <li>&gt; User testing begins and detailed feedback is captured and incorporated into next review.</li> </ul>
Configuration Meeting #2: Administration Functionality	<ul style="list-style-type: none"> <li>&gt; First pass configuration is demonstrated for administrator functionality</li> <li>&gt; User testing begins for administration functionality</li> <li>&gt; Detailed feedback is captured and incorporated into next review.</li> </ul>
Configuration Meeting #3: Subrecipient Contractor/ Developer Functionality	<ul style="list-style-type: none"> <li>&gt; First pass configuration is demonstrated for contractor/inspector functionality</li> <li>&gt; User testing begins for subrecipient, contractor/inspector functionality</li> <li>&gt; Detailed feedback is captured and incorporated into next review.</li> <li>&gt; Data is uploaded into the system, as applicable</li> </ul>
Configuration Meeting #4: Reporting/Loans/ Payments	<ul style="list-style-type: none"> <li>&gt; First pass configuration is demonstrated for reporting, loans and payment functionality</li> <li>&gt; User testing begins for reporting, loans and payment functionality</li> <li>&gt; Detailed feedback is captured and incorporated into next review.</li> <li>&gt; Data is uploaded into the system, as applicable</li> </ul>
User Training	<ul style="list-style-type: none"> <li>&gt; Initial configuration is complete.</li> <li>&gt; Virtual training (8 hours) is conducted for all users for in-scope programs</li> <li>&gt; Following the training, the testing environment is promoted to production environment, all test cases deleted, and domain restrictions removed.</li> </ul>
Weekly Status Meetings	<ul style="list-style-type: none"> <li>&gt; Review and update the project work plan</li> <li>&gt; Review open risks and issues</li> <li>&gt; Distribute weekly project status reports to key stakeholders</li> </ul>

## **EXHIBIT B**

### **SERVICE LEVEL AGREEMENTS**

Contractor shall, at all times, comply with all operational performance requirements and expectations specified in the Contract, including all Services Requirements. Contractor warrants that the Subscription Services will meet all Requirements, and all federal agency requirements.

#### **1. MONITORING AND REPORTING**

- 1.1. Monitoring and Audit by Agency.** All performance metrics and Service Level Agreements described in this Contract are subject to monitoring and audit by Agency. Agency reserves the right to monitor performance or audit records at any time and may exercise such option, at its discretion, without notice. Agency must be able to access such information within a reasonable period of time, not to exceed seven (7) business days, upon request to the designated CSM.
- 1.2.** Contractor shall provide tools and access in order for Agency to complete monitoring and audit activities. If Contractor fails to provide tools or access within five (5) Business Days of Agency request, Contractor will be deemed to have missed all unmonitored and unaudited performance metrics and Service Level Agreements for the month in which the failure to provide tools or access occurred.
- 1.3.** Contractor shall measure and report (upon request as stated in subsection 1.1.) upon its performance against the performance metrics and Service Level Agreements as of the Effective Date, unless a different date for a specific metric is stated in the Contract or approved in writing by the Agency Authorized Representative. Contractor shall provide and implement measuring tools to measure and report upon each performance metric and Service Level Agreement on a monthly basis. These reports must show at least performance for the period being reported and trends over time. Contractor shall, following Agency's written request, provide a report that contains true and correct information detailing Contractor's actual Service Availability performance.
- 1.4.** Contractor shall provide reports on its performance either as part of the periodic status reports required under specific Tasks or, if no status report is required or Agency approves in writing, under separate cover on a schedule and in a form approved by Agency.
- 1.5.** When Contractor is required to submit periodic status reports, and no reporting schedule is otherwise set in the applicable Statement of Work or approved in writing by Agency, Contractor shall provide (i) a set of hard and a set of electronic reports on or before the tenth (10<sup>th</sup>) Business Day of the month following the month in which performance is measured, and (ii) identification of any damages payable to Agency for failure to meet a performance metric or Service Level Agreement.



- 1.5.1. If Contractor fails to report on its actual performance by the fifteenth (15<sup>th</sup>) Business Day of the month in which the report is due, Contractor will be deemed to have missed all unreported metrics and service levels for the month.

## **2. MODIFICATIONS TO SERVICE LEVEL AGREEMENTS**

- 2.1. Agency and Contractor may add or modify performance metrics and Service Level Agreements in accordance with the Change Control process in Section 7.1 of this Contract. The parties agree that:

- 2.1.1. Changes to service levels will be established based on current performance (at least three (3) months of service metrics) and business requirements, and

- 2.1.2. Additional requirements may be added based on business needs.

- 2.2. **Notice; Limit.** Agency will send written notice to Contractor at least thirty (30) Calendar Days prior to the date that a modification to a performance metric or a Service Level Agreement is to be effective, unless a shorter time frame is agreed upon by Contractor. Agency may send such a notice (which notice may contain multiple changes) not more than once every ninety (90) Calendar Days.

- 2.2.1. Notwithstanding the foregoing, Agency may delete service levels at any time during the Term by sending written notice to Contractor.

### **2.3. Liquidated Damages**

The parties agree that calculation of actual damages resulting from failure to meet performance standards is extremely difficult, if not impossible, to calculate accurately, and the parties also agree that the compensation identified for such failures are a reasonable estimate of damages resulting from a failure to meet the performance standard described. Therefore, the parties agree that the Contractor shall be subject to amounts due as liquidated damages, but not as a penalty, for each such failure, as follows:

- 2.3.1. For every Performance item listed in this Exhibit B, Agency has the ability to assess Liquidated Damages as detailed below, so long as the failure to provide/meet said Performance item is solely caused by Contractor's action or inaction and the Agency has provided written notice to the Contractor regarding the failure to provide/meet said Performance item. Liquidated damages are capped at One Hundred Thousand Dollars (\$100,000.00).

- 2.3.2. If Agency elects not to impose liquidated damages in a particular instance, this decision shall not be construed as a waiver of the State's right to pursue future assessment of performance standards and associated liquidated damages; nor construed to limit any additional remedies available to the State.

- 2.4. For liquidated damages, the amounts stated for each occurrence of each performance failure define the maximum liquidated damages due from Contractor. Liquidated damages claimed will be adjusted downward to eliminate any proportion of the damage caused by Agency's failure to meet its contractual responsibility.

- 2.5. The damage remedies stated in this Exhibit B are in addition to any other remedy for damages provided in the Contract. If Agency recovers actual damages in addition to liquidated damages, Agency will reduce such actual damages by the amounts received as liquidated damages for the same events causing the actual damages.
- 2.6. Cure Period. For performance requirements subject to a cure period, the Agency Project Manager will provide written notification of each failure to meet a performance requirement. Unless otherwise specified, Contractor will have five (5) Business Days, from the date of receipt of the written notification to perform to specifications to cure the failure. State may approve additional days at its discretion.
- 2.7. In the event of Contractor's failure to meet a performance metric in either Exhibit A or Exhibit B, Agency may at its option:
  - 2.7.1. Assess and withhold from payments due Contractor under this Contract the amounts due for any damages or liquidated damages specified in this Exhibit B; or
  - 2.7.2. Make immediate demand on Contractor for payment of the damages and liquidated damages specified in this Exhibit B, which may be extended to the Agency in the form of Service Credits.
- 2.8. **Notice.** Agency will provide written notification of the intent to assess damages agreed upon in this Exhibit B ten (10) Calendar Days prior to assessment. The Agency Project Manager will notify Contractor, in writing, of any claim for damages or liquidated damages pursuant to this provision at least fifteen (15) Calendar Days prior to the date Agency deducts such sums from money payable to Contractor.
- 2.9. **Payment.** Amounts due Agency from assessment of damages or liquidated damages are due within thirty (30) Calendar Days of demand by Agency unless Agency has exercised its option to deduct or accept as credit the amounts due from any money payable to Contractor pursuant to this Contract.
- 2.10. Agency may, at its sole discretion, return a portion of collected damages as an incentive payment to Contractor for prompt and lasting correction of performance deficiencies.

### 3. PERFORMANCE STANDARDS AND SERVICE LEVEL GUARANTEES

#### 3.1. Final Acceptance

##### 3.1.1. Performance Requirement

It is critical to State's interest that Final Acceptance of the Implementation of the Subscription Services occur on or before the date agreed to in the Statement of Work.

Contractor's capability to meet this date will be determined by Agency following the conclusion of the Implementation Task, in accordance with Section 3.3.4. of this Contract. If Agency determines that the Subscription Services are not ready for Final Acceptance on the specified date, then assessments will be made until such time as Agency determines that either ii) Final Acceptance may occur, or ii) that Contractor is in default.

#### 3.2 Performance Standards Table

#	SLA Name	Performance Requirement	Period of Measurement	Liquidated Damages
1	Deliverable Deadlines	All Deliverables as detailed in Exhibit A, Statement of Work achieved by deadlines as stated.	Deadlines in Exhibit L.	A fee of \$500.00 per week will be assessed to the Contractor for each week implementation is delayed beyond the agreed upon timeline where the delay is caused solely by the Contractor.
2	Performance Metrics	<p>Subscription Services must handle user loads up to the following without impacting any other performance metrics</p> <ul style="list-style-type: none"> <li>3,000 concurrent users</li> </ul> <p>Subscription Services speed shall be measured in Time to Interactive (TTI) and meet the following thresholds: Maximum must not exceed 5 seconds</p>	<p>If Agency reasonably believes that Contractor has failed to achieve its Performance Metrics commitments in any given month, the Contractor shall, following Agency's written request, provide a report that contains true and correct information detailing Contractor's actual performance. Agency must have reported an issue with the Performance Metrics within the calendar month and must request the report within ten (10) days of the end of the calendar month. The sole remedies for failure to meet the Performance Metrics level of commitment is a service refund based on the following:</p> <ul style="list-style-type: none"> <li>less than 99.5% but equal to or above 97%, Contractor shall provide Agency with a root cause analysis and a written plan for improving Contractor's Performance Metrics to allow 3,000 concurrent users not to exceed at TTI of 5 seconds and Contractor shall promptly implement such plan;</li> <li>between 96.9% and 93%, Contractor shall provide Agency with a service refund in an amount equal to 10% of the prorated amount of the License Fees for one month;</li> <li>between 92.9% and 90%, Contractor shall provide Agency with a service refund in an amount equal to 25% of the prorated amount of the License Fees for one month;</li> <li>Less than 90%, Contractor shall provide Agency with a service refund in an amount equal to 100% of the prorated amount of the License Fees for one month</li> </ul>	

#	SLA Name	Performance Requirement	Period of Measurement/Liquidated Damages
3	Business Continuity and Disaster Recovery	<p>Data, up to the last committed transaction, shall be replicated to the Contractor's data center and backed up to an active data center, using geographically redundant onshore infrastructure.</p> <p>Full database backups should be performed daily, incremental database backups performed at DBA's advice, and transaction log backups ran every 15 minutes.</p> <ul style="list-style-type: none"> <li>• Backups must be transmitted over a secure network.</li> <li>• Backups should be retained for 90 days.</li> </ul> <p>For business continuity purposes, the Subscription Services should support disaster recovery with a dedicated team and 15-minutes recovery point objective (RPO) and 2-hour recovery time objective (RTO).</p> <p>Testing of the service's Continuous Site Switching program between the active and ready instance locations shall be done approximately once every year.</p>	<ul style="list-style-type: none"> <li>• If Agency reasonably believes that Contractor has failed to achieve its Business Continuity and Disaster Recovery commitments in any given month, the Contractor shall, following Agency's written request, provide a report that contains true and correct information detailing Contractor's actual performance. Agency must have reported an issue with the Business Continuity and Disaster Recovery within the calendar month and must request the report within ten (10) days of the end of the calendar month. The sole remedies for failure to meet the Business Continuity and Disaster Recovery level of commitment is a service refund based on the following: <ul style="list-style-type: none"> <li>• less than 99.5% but equal to or above 97%, Contractor shall provide Agency with a root cause analysis and a written plan for improving the 15-minute RPO and 2-hour RTO and Contractor shall promptly implement such plan;</li> <li>• between 96.9% and 93%, Contractor shall provide Agency with a service refund in an amount equal to 10% of the prorated amount of the License Fees for one month;</li> <li>• between 92.9% and 90%, Contractor shall provide Agency with a service refund in an amount equal to 25% of the prorated amount of the License Fees for one month;</li> <li>• Less than 90%, Contractor shall provide Agency with a service refund in an amount equal to 100% of the prorated amount of the License Fees for one month</li> </ul> </li> </ul>
4	Availability of the System	<p>Contractor will use commercially reasonable efforts to maintain the availability of the System to the Agency at 99.5%. All Updates will be completed outside of standard business hours (same as Support Hours). Notification of Updates will not be provided unless downtime is expected. If major Updates are required during standard business hours due to necessity, Contractor will provide notification to Agency as soon as reasonably possible. Updates that are done outside of Scheduled Downtime are excluded from the 99.5% Service Availability calculation.</p>	<p>If Agency reasonably believes that Contractor has failed to achieve its Service Availability commitments in any given month, the Contractor shall, following Agency's written request, provide a report that contains true and correct information detailing Contractor's actual Service Availability performance. Agency must have reported an issue with the Service Availability within the calendar month and must request the report within ten (10) days of the end of the calendar month. The sole remedies for failure to meet the Service</p>

			<p>Availability level of commitment is a service refund based on the following:</p> <ul style="list-style-type: none"> <li>• less than 99.5% but equal to or above 97%, Contractor shall provide Agency with a root cause analysis and a written plan for improving Contractor’s Service Availability to attain the 99.5% Service Availability and Contractor shall promptly implement such plan;</li> <li>• between 96.9% and 93%, Contractor shall provide Agency with a service refund in an amount equal to 10% of the prorated amount of the License Fees for one month;</li> <li>• between 92.9% and 90%, Contractor shall provide Agency with a service refund in an amount equal to 25% of the prorated amount of the License Fees for one month;</li> <li>• Less than 90%, Contractor shall provide Agency with a service refund in an amount equal to 100% of the prorated amount of the License Fees for one month</li> </ul>
--	--	--	--

**3.3. Support Services/Help Desk Services**

3.3.1. **Availability.** With the exclusion of Federal Holidays, Technical Support is available from 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday - Friday. (“Support Hours”).

3.3.2. **Procedure.** Agency must initiate a helpdesk ticket during Support Hours by sending an email to [support@neighborlysoftware.com](mailto:support@neighborlysoftware.com), calling the toll-free number of (855) 625-9738), or via the Help Icon located within the System. Contractor will use commercially reasonable efforts to respond to all Help tickets in the manner set forth in 3.10.9 below.

3.3.3. **Conditions for Providing Support.** Contractor’s obligation to provide System or Services in accordance with the stated Service Availability is conditioned on Agency providing Contractor with sufficient information and resources to correct the Defect, as well as access to the personnel, hardware, and any additional systems involved in discovering the Defect.

3.3.4. **Trouble Ticket Management System/Technical Support.** Contractor shall provide a trouble ticket management system as part of Support Services. Both Agency and Agency authorized Contractor(s) will utilize Contractor’s ZenDesk® trouble ticket management system for tracking Support Services issues.

3.3.5. **Ticket Resolution.** Contractor will use all commercially reasonable efforts to resolve support tickets in the process described below. Response metrics are based on issues being reported during Support Hours.

3.3.5.1. **Standard Ticket:** Issue does not significantly impact the operation of the System or there is a reasonable workaround available.

3.3.5.1.1. **Response Metric:** Contractor will use commercially reasonable efforts to respond and resolve all Standard tickets within eight (8) business hours of notification.

3.3.5.2. **Priority Ticket:** System is usable, but some features (not critical to operations) are unavailable.

3.3.5.2.1. **Response Metric:** Contractor will use commercially reasonable efforts to respond to all Priority tickets within two (2) hours and resolve Priority tickets within six (6) business hours of notification.

3.3.5.3. **Emergency Ticket:** Issue has rendered System unavailable or unusable, resulting in a critical impact on business operations. The condition requires immediate resolution.

3.3.5.3.1. **Response Metric:** Contractor will use commercially reasonable efforts to respond to all Emergency tickets within one (1) hour and resolve Emergency tickets within two (2) business hours of notification.

3.4. **Exclusions.** Contractor shall have no liability for, and shall make no representations or warranties respecting Service Availability or lack of availability of the System due to: (1) outages caused by the failure of public network or communications components; (2) outages cause by a Force Majeure event; (3) outages or Defects caused by the Agency's use of any third-party hardware, System, and/or services; (4) Defects caused by the individual Authorized User's desktop or browser System; (5) Defects caused by the Agency's negligence, misconduct, hardware malfunction, or other causes beyond the reasonable control of the Contractor; and/or (6) Agency has not paid License Fees under the Agreement when due.

## EXHIBIT C

### INSURANCE

Contractor shall obtain, at Contractor's expense the insurance specified in this Exhibit C prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, and as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage must be primary and non-contributory with any other insurance and self-insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

#### **1. INSURANCE REQUIRED.**

##### **1.1 Workers' Compensation & Employers' Liability.**

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and require and ensure that each of its out-of-state subcontractors complies with these requirements.

##### **1.2 Professional Liability.**

Contractor shall provide Technology Errors & Omissions insurance in an amount of not less than \$4,000,000 per claim covering Contractor's liability arising from acts, errors or omissions in rendering or failing to render computer or information technology services, including the failure of technology products to perform the intended function or serve the intended purpose as set forth in this Contract. This insurance must include coverage for violation of intellectual property rights including trademark and software copyright, privacy liability, the failure of computer or network security to prevent a computer or network attack, misrepresentations, and unauthorized access or use of computer system or networks. This insurance must also include coverage for unauthorized disclosure, access or use of Agency Data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format. Coverage must extend to Business Associates (if applicable) and independent contractors providing Services on behalf of or at the direction of Contractor.

##### **1.3 Commercial General Liability.**

Contractor shall provide Commercial General Liability Insurance covering bodily injury, and property damage in a form and with coverage that are satisfactory to the State. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage, in each case arising out of Contractor's negligence, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

**1.4 AUTOMOBILE LIABILITY INSURANCE.**

Contractor shall provide Automobile Liability Insurance covering Contractor's business use including for non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000\_ for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**2. EXCESS/UMBRELLA INSURANCE.**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**3. ADDITIONAL INSURED.**

The Commercial General Liability, and Automobile Liability insurance required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations but only with respect to Contractor's activities under this Contract. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**4. CONTINUOUS CLAIMS MADE COVERAGE.**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

- (i) Contractor's completion and Agency's acceptance of all Services required under the Contract, or
- (ii) Agency or Contractor termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

**5. CERTIFICATE(S) AND PROOF OF INSURANCE.**

Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any goods or performing any Services required under this Contract. The Certificate(s)



must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured as specified in this exhibit. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**6. NOTICE OF CHANGE OR CANCELLATION.**

Contractor or its insurer must endeavor to provide at least 30 Calendar Days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**7. INSURANCE REQUIREMENT REVIEW.**

Contractor agrees to periodic review of insurance requirements by Agency under this Contract and to meet updated requirements as agreed upon by Contractor and Agency.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**EXHIBIT D**

**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**

**Contractor certifies Contractor meets the following standards:**

1. I am registered under ORS chapter 701 or other applicable Oregon statute to provide labor or services for which such registration is required.
2. I have filed federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for labor or services performed as an independent contractor in the previous year.
3. I will furnish the tools or equipment necessary for the contracted labor or services.
4. I have the authority to hire and fire employees who perform the labor or services.
5. I represent to the public that the labor or services are to be provided by my independently established business as four (4) or more of the following circumstances exist. **(Please check four or more of the following):**

- A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.
- B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership.
- C. Telephone listing used for the business is separate from the personal residence listing.
- D. Labor or services are performed only pursuant to written contracts.
- E. Labor or services are performed for two or more different persons within a period of one year.
- F. I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

---

Contractor Signature

Date

**EXHIBIT E**  
**CONTRACTOR'S PERSONNEL**

Subject to Section 4.1, Key Persons, Contractor may update this Exhibit E via written notice to Agency.

Authorized Representative:

Name and Title: Jason Rusnak, President and Co-Founder  
Mailing Address: 3423 Piedmont Rd., Suite 420, Atlanta, GA 30305  
(703) 864-7231  
Email: [Jason.rusnak@neighborlysoftware.com](mailto:Jason.rusnak@neighborlysoftware.com)

Implementation Lead:

Name and Title: Erica Uriol, Implementation Director  
Mailing Address: 3423 Piedmont Rd., Suite 420, Atlanta, GA 30305  
(470) 845-1062  
Email: [erica.uriol@neighborlysoftware.com](mailto:erica.uriol@neighborlysoftware.com)

Client Success Manager:

Name and Title: Brianna Hart, Client Success Manager  
Mailing Address: 3423 Piedmont Rd., Suite 420, Atlanta, GA 30305  
(470) 816-0090  
Email: [brianna.hart@neighborlysoftware.com](mailto:brianna.hart@neighborlysoftware.com)

Other Contractor Key Persons:

Name and Title: Sarah Bohentin, Legal Counsel  
Mailing Address: 3423 Piedmont Rd., Suite 420, Atlanta, GA 30305  
Phone: (850) 363-1717  
Email: [sarah.bohentin@neighborlysoftware.com](mailto:sarah.bohentin@neighborlysoftware.com)

Name and Title: Jigesh Parikh, Chief Technology Officer  
Mailing Address: 3423 Piedmont Rd., Suite 420, Atlanta, GA 30305  
(855) 223-4680  
Email: [jigesh.parikh@neighborlysoftware.com](mailto:jigesh.parikh@neighborlysoftware.com)

Name and Title: Sean Ramuchak, Technology Manager  
Mailing Address: 3423 Piedmont Rd., Suite 420, Atlanta, GA 30305  
(855) 223-4680  
Email: [sean.ramuchak@neighborlysoftware.com](mailto:sean.ramuchak@neighborlysoftware.com)

Name and Title: Tanya Rustin, Strategic Accounts Director  
Mailing Address: 3423 Piedmont Rd., Suite 420, Atlanta, GA 30305  
(855) 223-4680  
Email: [tanya.rustin@neighborlysoftware.com](mailto:tanya.rustin@neighborlysoftware.com)

**EXHIBIT F**  
**AGENCY PERSONNEL**

Agency may update this Exhibit F via written notice to Contractor.

**Authorized Representative:**

Monica Herrera  
Chief Technology & Reporting Officer, Disaster Recovery & Resilience  
Oregon Housing and Community Services  
725 Summer St NE, Suite B | Salem, OR 97301  
[Monica.F.Herrera@hcs.oregon.gov](mailto:Monica.F.Herrera@hcs.oregon.gov)  
(971) 239-3244

**Project Manager:**

Geoff Hilgemann  
Project Manager  
Oregon Housing and Community Services  
725 Summer St NE, Suite B | Salem, OR 97301  
[geoff.hilgemann@hcs.oregon.gov](mailto:geoff.hilgemann@hcs.oregon.gov)  
(503) 559-5480

**Other Agency Key Persons:**

Liana Webb  
Chief Information Officer  
Oregon Housing and Community Services  
725 Summer St NE, Suite B | Salem, OR 97301  
[liana.webb@hcs.oregon.gov](mailto:liana.webb@hcs.oregon.gov)  
(971) 718-1026

Sheridan Bailey  
Senior Systems Analyst  
Oregon Housing & Community Services  
725 Summer St NE, Suite B | Salem, OR 97301  
[sheridan.bailey@hcs.oregon.gov](mailto:sheridan.bailey@hcs.oregon.gov)  
(503) 551-7435

Ryan Flynn  
Assistant Director  
OHCS Disaster Recovery & Resilience  
725 Summer St NE, Suite B | Salem, OR 97301  
[ryan.flynn@hcs.oregon.gov](mailto:ryan.flynn@hcs.oregon.gov)  
(503) 510-9932

Chelsea Catto  
Chief Policy Officer – OHCS Disaster Recovery & Resilience  
725 Summer St NE, Suite B | Salem, OR 97301  
[chelsea.catto@hcs.oregon.gov](mailto:chelsea.catto@hcs.oregon.gov)  
(503) 949-3063

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

## EXHIBIT G

### CONTRACTOR'S SYSTEM LICENSING SUBSCRIPTION TERMS

#### 1. SYSTEM AND SERVICES.

- a. During the Term of this Contract, Contractor will provide Agency access to, and use of, the System, Services, and Documentation by enabling a portal for Agency to access through a web browser (the "Portal").
- b. Contractor will make available to Agency all updates and any documentation for such updates to the Services. Contractor will use commercially reasonable efforts to ensure that (i) new features or enhancements to existing features are synchronized with the previous version, and (ii) updates will not degrade the performance, functionality, or operation of the Services. General maintenance of the system is completed on a regular basis to ensure optimal performance of the Services.

#### 2. AGENCY RESTRICTIONS AND RESPONSIBILITIES.

- a. *Agency will not, directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any System, documentation, or data related to the Services ("System"); (ii) modify, translate, or create derivative works based on the Services or any System (except to the extent expressly permitted by Contractor or authorized within the Services); nor (iii) use the Services or any software for timesharing or service bureau purposes.*
- b. *Agency represents, covenants, and warrants that Agency will use the Services in compliance with all applicable laws and regulations.*
- c. *Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like.*

At no time is it permissible for an Authorized User to share their login credentials. The number of Authorized Users licensed hereunder is specified in the Contract or as formally requested and approved, in writing, during the Term. Agency is solely responsible for maintaining the status of its Authorized Users and the confidentiality of all login credentials and other Portal access information under its control. Agency will notify Contractor immediately if Portal information is lost, stolen, or disclosed to an unauthorized person or any other breach of security in relation to its passwords, usernames, or other Portal access information that may have occurred or is likely to occur.

**EXHIBIT H**  
**RESERVED**

**EXHIBIT I**  
**ADDITIONAL FEDERAL REQUIREMENTS**

Contractor must comply with, and shall cause all subcontractors to comply with all state and federal laws, regulations and executive orders, as may be adopted or modified from time to time, as well as the provisions set forth in this Exhibit I.

1. Federal regulations applicable to this award include without limitation the following:
  - 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - 1.3 iReporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - 1.4 Contractor shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
  - 1.5 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - 1.6 New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - 1.7 **Access to Records; Audits.** Contractor shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations." Contractor shall provide the



State of Oregon, Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcripts. Contractor shall permit the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. If applicable, Contractor shall provide the FEMA Administrator or his authorized representatives access to construction sites pertaining to the work being completed under the Contract. Contractor and Agency acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

- 1.8 **Federal Tax Information.** Contractor shall comply with the provisions of Section 6103(b) of the Internal Revenue Code, the requirements of IRS Publication 1075, and the Privacy Act of 1974, 5 U.S.C. §552a et. seq. related to federal tax information.
- 1.9 **US Patriot Act of 2001.** Contractor shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (US PATRIOT Act), which amends 18 U.S.C. section 175-175c.
- 1.10 **Buy American and Hire American.** Contractor shall comply with any applicable provisions of the Buy American Act (41 U.S.C. section 83-1 through 8305 and any other applicable statutes, regulations or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or material produced in the United States.
- 1.11 **Trafficking Victims Protection Act of 2000.** Contractor shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking of Victims Protection Act of 2000 (TVA), as amended by 22 U.S.C. section 7104.
- 1.12 **Byrd Anti-Lobbying Amendment; Truth in Lobbying.** This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110. By signing this Contract, the Contractor certifies, to the best of the Contractor's knowledge and belief that:
- 1.12.1 No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of

- any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- 1.12.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - 1.12.3 The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
  - 1.12.4 This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - 1.12.5 No part of any federal funds paid to Contractor under this Contract shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
  - 1.12.6 No part of any federal funds paid to Contractor under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
  - 1.12.7 The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

1.12.8 Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and subcontractors shall certify and disclose accordingly.

**1.13 Davis-Bacon Act.**

1.13.1 All transactions regarding this Contract will be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt.5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

1.13.2 Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

1.13.3 Additionally, Contractor shall pay wages not less than once a week.

**1.14 Copeland "Anti-Kickback" Act.**

1.14.1 Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 C.F.R. pt.3 as may be applicable, which are incorporated by reference into this Contract.

1.14.2 Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Emergency Management Agency (FEMA) may be appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

1.14.3 A breach of the contract clauses above may be grounds for termination of the Contract and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

2. **Equal Employment Opportunity.** If this Contract, including amendments, is for more than \$10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). The Executive Order prohibits contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

During the performance of the Contract, Contractor agrees as follows:

2.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 2.3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.
- 2.4. Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 2.5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 2.6. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 2.7. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 2.8. Contractor will include the portion of the sentence immediately preceding subsection 1.1 and the provisions of subsection 1.1 through subsection 1.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of

Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.8.1. No part of any federal funds paid to Contractor under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

3. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- 3.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- 3.2 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- 3.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- 3.4 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- 3.5 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

- 3.6 Conflict of Interest. Contractor agrees that it will maintain in effect a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) covering each activity funded under this award. Recipients and subrecipients shall disclose in writing to Treasury or the passthrough agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- 3.7 False Statements. Contractor understands that false statements or claims made in connection with this award is a violation of federal criminal law and may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 3.8 Publications. Any publications produced with funds from this award must display the following language: "This project is being supported, in whole or in part, by Community Development Block Grant- Disaster Recovery funds allocated to the State of Oregon in response to 2020 Wildfires (DR-4562) through publication in the Federal Register, Vol. 87, No. 23, February 3, 2022 (87 FR 6364). This allocation was made available through the Disaster Relief Supplemental Appropriations Act of 2022 (Pub. L. 117-43), approved on September 30, 2021 (the Appropriations Act) Oregon Housing and Community Services by the U.S. Department of Housing and Urban Development."
- 3.9 **Debts Owed the Federal Government.**
- 3.9.1 Any funds paid to Contractor (1) in excess of the amount to which Contractor is finally determined to be authorized to retain under the terms of this award; or (2) that are determined by the Treasury Office of Inspector General to have been misused shall constitute a debt to the federal government.
- 3.9.2 Any debts determined to be owed the federal government must be paid promptly by Contractor. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
- 3.9.3 Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.
- 3.9.4 Funds for payment of a debt must not come from other federally sponsored programs.
- 3.10 **Disclaimer.**
- 3.10.1 The United States expressly disclaims any and all responsibility or liability to Contractor or third persons for the actions of Contractor or third persons resulting in death, bodily injury, property damages, or any other losses resulting

in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

3.10.2 The acceptance of this contract award by Contractor does not in any way constitute an agency relationship between the United States and Contractor.

**3.11 Protections for Whistleblowers.**

3.11.1 In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

3.11.2 The list of persons and entities referenced in the paragraph above includes the following:

3.11.2.1 A member of Congress or a representative of a committee of Congress;

3.11.2.2 An Inspector General;

3.11.2.3 The Government Accountability Office;

3.11.2.4 A Treasury employee responsible for contract or grant oversight or management;

3.11.2.5 An authorized official of the Department of Justice or other law enforcement agency;

3.11.2.6 A court or grand jury; and/or

3.11.2.7 A management official or other employee of Contractor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

3.11.3 Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**3.12 Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Contractor should and should encourage its subcontractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

**3.13 Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Contractor should encourage its employees, and subcontractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

- 3.14 **Funding Agreements.** If Contractor is a small business firm or nonprofit organization and the Contract provides for the performance of experimental, developmental or research work funded in whole or in part by the Federal government, Agency shall comply with the provisions of 37 C.F.R. pt.401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements) and any implementing regulations issued by FEMA. See 2 C.F.R. pt. 200, Appendix II F.
- 3.15 **Clean Air, Clean Water, EPA Regulations.** If this Contract, including amendments, exceeds \$150,000 then Contractor shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C.. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to Agency, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- 3.16 **Other Environmental Standards.** Contractor shall comply and require all subcontractors to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
- 3.17 **Solid Waste Disposal Act.** Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.
- 3.18 **EPA Regulations.** Contractor shall comply with all applicable standards, orders, or requirements under Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.



Violations shall be reported to the State, HHS and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include and cause all subcontractors to include in all contracts with subcontractors receiving more than \$100,000 in Federal Funds, language requiring the subcontractor to comply with the federal laws identified in this section.

- 3.19 **Resource Conservation and Recovery.** Contractor shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. Seq), as amended by the Resource Conservation and Recovery Act. Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.
- 3.20 **Recycled Materials.** In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the Contract performance schedule, (ii) meeting Contract performance requirements, or (iii) at a reasonable price.
- 3.21 **Energy Efficiency.** Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163).

4. **Prohibition on certain telecommunications and video surveillance services or equipment.** The Contractor agrees to comply with 2 CFR 200.216 and is prohibited to obligate or spend contract funds (to include direct and indirect expenditures as well as cost share and program) to: Procure or obtain; Extend or renew a contract to procure or obtain; or Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Telecommunications or video surveillance services provided by such entities or using such equipment. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the

Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

5. **Use of Logos.** Contractor shall not use the HUD and/or OHCS seal(s), logos, crests, or reproductions of flags or likenesses of HUD and/or OHCS agency officials without specific written pre-approval.
6. The Federal government is not a party to this Contract and is not subject to any obligations or liabilities to Agency, Contractor or any other party pertaining to any matter resulting from the Contract.

**EXHIBIT J**  
**REQUIREMENTS**  
**(FOLLOWS THIS PAGE)**

**CDBG-DR System of Record Requirements**

Req #	Category	Subcategory	Priority	Requirement	Meets Requirements?	Explain
1.1.1	System	General	Must have	System must be configured according to the HUD CDBG-DR requirements and steps including application intake, eligibility, duplication and verification of benefits, inspections and environmental review, award determination, contracting and bid work, construction, and closeout	Yes, base solution	
1.1.10	System	General	Must have	System must have the option to apply rounding rules based on financial amounts, with the choice to calculate grants to the whole dollar or decimals.	Yes, base solution	
1.1.11	System	General	Must have	System must track the date and time of data field changes, via a timestamp, and have a history tab available for users to verify data changes.	Partially (Explain)	Audit log tracks application step activity, but not field level activity. System can automatically generate and store a PDF copy of the application anytime an application step is reopened.
1.1.12	System	General	Nice to have	System shall allow for random selection of specified percentage of subgrouping of records for marking and inclusion in audits.	No	Not supported.
1.1.13	System	General	Must have	System must support bulk data import and validation of data. System must support bulk data exports.	Yes, base solution	
1.1.2	System	General	Must have	System must be able to use a multi-threaded process for handling all steps after the intake and eligibility steps	Yes, base solution	
1.1.3	System	General	Must have	System must be able to perform the following: CDBG-DR tracking, disbursements, audits, compliance, and reporting. More specific requirements surrounding these processes are included in this exhibit, where relevant	Yes, base solution	
1.1.4	System	General	Must have	System must be able to update tracking and reporting based on HUD reporting requirements including data needed for DRGR. System must support the addition of program areas, including new applications and new workflows.	Yes, base solution	
1.1.5	System	General	Must have	System must conform and be branded with OHCS logos.	Yes, base solution	
1.1.6	System	General	Must have	The application must contain an advanced search feature, to enable OHCS users the ability to search for contacts, vendors, applications, or any data collection field, etc.	Yes, base solution	
1.1.7	System	General	Must have	System must allow for changes and flexibility for future improvements, as program requirements and grant funding needs change.	Yes, base solution	
1.1.8	System	General	Must have	System must use predictive analytics to provide insight to OHCS staff on potential new customers, contact groupings, segments, units, etc.	Yes, w/configuration (Explain)	System is integrated with Microsoft Power BI that allows for analysis and visualization of data.
1.1.9	System	General	Must have	System must be able to manage the following users and processes: -applicants and application management -contractors and construction projects from initiation through closeout -vendors and construction management and oversight -subrecipients and subrecipient awards	Yes, base solution	
1.2.1	System	Accessibility	Must have	System must be implemented and configured to Oregon ADA standards and must be user-friendly to navigate.	Yes, base solution	
1.2.2	System	Accessibility	Must have	System must meet 504 and 508 compliance requirements	Yes, base solution	
1.2.3	System	Accessibility	Must have	System must be able to accommodate mobile and desktop uses as well as Microsoft Edge, Google Chrome, Firefox browsers, Apple Safari, and other commonly used browsers.	Yes, base solution	
1.3.1	System	Communications	Must have	System must import names and contact information ("contacts") from excel workbooks and csv file types.	Yes, base solution	
1.4.1	System	Notifications	Must have	System must be able to send outgoing emails and SMS messages to potential applicants using targeted, custom messaging. These potential applicants could be based on previous customers, customers found within a targeted geographic area, customers in a particular market segment, etc.	Yes, w/customization (Explain)	SMS functionality available Q1 2023. Initial SMS functionality will target system auto generated emails: (Account Registration, Application Submission, Task Assignment, Task Past due, Case Status Change, Scheduled Report Due). Neighborly Software sends automated emails via SendGrid. All templated emails will be generated to the users. Microsoft Outlook account.

## CDBG-DR System of Record Requirements

Req #	Category	Subcategory	Priority	Requirement	Meets Requirements?	Explain
1.4.2	System	Notifications	Must have	System must keep historical records of all notifications sent out at a customer level	Yes, base solution	Audit log - Communication entry "Type -" Templated emails are not sent via NBLY. Administrator can copy email and upload to audit log and/or we can add a standard CC to the email template to capture all emails sent.
1.4.3	System	Notifications	Must have	System must generate notifications for upcoming deadlines, overdue notices, application status changes, revision & extension status changes, site monitoring due dates, Request for Payment status changes, and any other item OHCS deems critical	Yes, w/configuration (Explain)	
1.4.4	System	Notifications	Must have	System must allow communications to be edited before sent, saving any edits to a final version on the record.	Yes, base solution	
1.5.1	System	Record Retention	Must have	All customer, survivor contact records, contractor details, audit logs, as well as customer service cases, relating to the case record will be held indefinitely and will relate to a site level or partition relating to the grant number and an emergency code designation. OHCS may define more specific timeframes at a later date.	Yes, base solution	
1.5.2	System	Record Retention	Must have	System must archive all document and field records as they are removed, to ensure that tracking and auditability of all fields is retained. No modifications to audit records shall be permitted within the system.	Yes, base solution	
1.5.3	System	Record Retention	Must have	System must contain a lock feature on the applicant file, where based on security rights, only elevated permissions can modify the application post-lock (e.g. when applicant submits incorrect document).	Yes, base solution	
1.5.4	System	Record Retention	Must have	System must allow exporting the entire applicant file, including application data and all scanned documents, at any stage of the application process, in a PDF format.	Yes, base solution	
1.5.5	System	Record Retention	Must have	System must have configurable retention periods for data and saved files	Yes, base solution	
1.6.1	System	User Help	Must have	System must have online help functionality accessible by users, and must be updateable with common issues and FAQ results.	Yes, base solution	
2.1.1	Applicant Portal	General	Must have	The external application portal must be able to be deactivated, or reactivated, by approved OHCS staff	Yes, base solution	
2.1.2	Applicant Portal	General	Must have	Portal must have ability to be branded with OHCS branding	Yes, base solution	
2.1.3	Applicant Portal	General	Nice to have	Both internal and external users shall have a dashboard upon logging in that shows customized views of assigned grants and any outstanding action items	Yes, base solution	
2.1.4	Applicant Portal	General	Nice to have	System shall be able to survey survivors so they can provide information that allows them to be categorized by phase and can be invited to apply for assistance when the phase that matches the applicants criteria becomes active	Yes, base solution	Two stage submit - initial submit can be survey followed by a full application submission.
2.1.5	Applicant Portal	General	Nice to have	System shall have ability to invite survivors who submitted survey to apply for assistance when the applicable phase becomes active	Yes, base solution	Two stage submit - initial submit can be survey followed by a full application submission.
2.2.1	Applicant Portal	Accessibility	Must have	System must present the application portal in multiple user languages (5) that the applicant can select for accessibility	Yes, base solution	Language translation is available via Google Translate plugin.
2.2.2	Applicant Portal	Accessibility	Must have	System must allow a filtering of cases and exporting of case list and other attributes, with filtered details, to Microsoft Excel and other flat files.	Yes, base solution	
2.3.1	Applicant Portal	Documents	Must have	The portal must save documents and attachments (PDF, .docx, .jpeg, and any other commonly used file types) uploaded by both external customers, OHCS staff, and vendor users to the case application record. The system will use AI components to verify the validity of regulated forms of identification.	Partially (Explain)	No AI to verify the validity of regulated forms of identification.
2.4.1	Applicant Portal	Applications	Must have	Portal must have an external-facing landing page for end users and perform three key functions: initiate a new request for assistance (application form), alter previous submissions for assistance when prompted, and provide a means for the applicant to view application status.	Yes, base solution	
2.4.10	Applicant Portal	Applications	Must have	Application form fields must contain word processing features and must be compatible with copying and pasting narrative from Microsoft Word or other, similar word processing programs	Yes, base solution	
2.4.11	Applicant Portal	Applications	Must have	Portal must have auto-save feature in which applicants can ensure that their work is being saved after a pre-determined number of minutes.	Yes, base solution	If an applicant does not save their work, they are presented with a Save popup when they navigate from one screen to the next.
2.4.12	Applicant Portal	Applications	Must have	The application must provide an attestation of truth statement, to be customized by OHCS, with a place for the applicant to e-sign and date.	Yes, base solution	
2.4.13	Applicant Portal	Applications	Must have	System must have the ability to identify applicants who are ineligible at any step in the process if new information is received that impacts eligibility	Yes, base solution	

## CDBG-DR System of Record Requirements

Req #	Category	Subcategory	Priority	Requirement	Meets Requirements?	Explain
2.4.2	Applicant Portal	Applications	Must have	Portal must be able to allow an applicant to initiate but not finish an application by saving, and creating a password, then verifying their applicant email address before logging in again. The applicant will use this created login, username and password, to login to the application portal and view their application status and respond to questions posed by case managers.	Yes, base solution	
2.4.3	Applicant Portal	Applications	Must have	The application must be available for contract service center workers to intake and complete forms on applicants' behalf, if they call the contract customer service center or visit a service center in person. System must allow editing of applications and uploading of attachments on applicants' behalf.	Yes, base solution	
2.4.4	Applicant Portal	Applications	Must have	System must allow for record changes, record deletion, assignment of case applications, approval or denial of cases, lock records populate data from importing data, and allow for applications to be saved and completed at a later point in time.	Yes, base solution	
2.4.5	Applicant Portal	Applications	Must have	System must collect a variety of data attributes, including but not limited to: Legal name, date of birth, primary address (location of damaged property), mailing address, primary email address, secondary email address, mobile phone number, secondary phone number, proof of identification (various, dependent on team requirement but must allow for document attachments), race and ethnicity, limited English proficiency (LEP), accessibility needs, proof of residency including lease, title, third party verified source document, utility bill, etc., property damage verification including photographic evidence, private inspection document, third party source documentation, or insurance proceed or claim, income verification including W-9, pay stubs, wage statements, tax returns, etc., various other fields for program requirements, additional non-required fields that can be left blank and the application will still be deemed complete	Yes, base solution	
2.4.6	Applicant Portal	Applications	Must have	The portal must be customizable for data fields, as needed by OHCS staff and case managers. Certain fields will not be visible to external applicants, and instead only show some fields to internal staff based on security rights.	Yes, base solution	
2.4.7	Applicant Portal	Applications	Must have	The application must create unique records and use unique keys for both customer and application. System must include a cross-checking function to flag potential duplicate applications when the same applicant applies more than once or different members of the same household submit different applications	Yes, base solution	Alerts are generated for applications with duplicate SSN, phone numbers and email addresses.
2.4.8	Applicant Portal	Applications	Must have	Applicants must have the option to view a list of all open grant opportunities for which they might be eligible upon logging into the system via a dashboard or home screen	Yes, base solution	
2.4.9	Applicant Portal	Applications	Must have	Application form fields must be adjustable, as they vary from program to program and may require changes from year to year.	Yes, base solution	
2.5.1	Applicant Portal	Communications	Must have	System must have the following methods of communication available for case managers and OHCS staff to use: (1) email messages and (2) outgoing text messages (with an applicant opting-in) and ability to track other communication methods if OHCS determines necessary such as in-person contact and phone call	Yes, w/ configuration (Explain)	Outgoing texting available in 2023
2.6.1	Applicant Portal	Notifications	Must have	System must send automated messages out to the Applicant via SMS text messages and email messages notifying all application progress and status changes.	Partially (Explain)	Not all system notifications are automated, some require manual intervention. Initial SMS functionality will target system auto generated emails: (Account Registration, Application Submission, Task Assignment, Task Past due, Case Status Change, Scheduled Report Due).
2.6.2		Notifications	Must have	System must allow users to send manual messages out to Applicants with custom language, differing from application configured language. These messages must be able to have the option of attachments.	Yes, base solution	Templated emails are generated and sent via the administrators Microsoft Outlook account.
2.7.1	Applicant Portal	Integrations	Must have	System must be able to ingest large datasets and apply the data to the corresponding and correct applicant record. This data will be used to help calculate benefits, and the system must allow for the generation of awards taking into account all the data ingested from other sources. Some or all of this may be automated depending on business requirements.	Yes, base solution	
2.7.2	Applicant Portal	Integrations	Must have	System must integrate with DocuSign capabilities to capture applicant signatures, when prompted by a case manager or any supervisory staff.	Yes, base solution	Electronic signature is built into the software. DocuSign is not integrated.
2.8.1	Applicant Portal	Data Integrity / Validations	Must have	The application must perform automated quality checks and data validation on required fields (e.g. dates, email addresses, etc.) and documents and verify that no duplication of case applications be allowed. System must prompt for data re-entry when data does not match required format or data type.	Yes, base solution	System has the ability to limit the creation of one application per email address, but we would need to discuss the pros/cons of using this feature.
2.8.2	Applicant Portal	Data Integrity / Validations	Must have	Each form page must have data integrity in all fields via use of data types and include referential comparisons to pre-existing cases submitted to ensure that no duplication or fraud occurs; this will include verification checks found in other requirements	Yes, base solution	

## CDBG-DR System of Record Requirements

Req #	Category	Subcategory	Priority	Requirement	Meets Requirements?	Explain
2.8.3	Applicant Portal	Data Integrity / Validations	Must have	System must automatically detect any non-required fields (e.g. blank) and unsubmitted documents and attachments as well as scan for corrupted attachments, and prompt the applicant for follow-up via email and place a notification for them in their portal home screen	Yes, base solution	
2.8.4	Applicant Portal	Data Integrity / Validations	Must have	System must verify the fields found in the new application form using the following methods (quality check): <ul style="list-style-type: none"> <li>o Flag potential duplicate applications, either when the same applicant applies more than once or different members of the same household submit different applications</li> <li>o Email Address -- must verify that email is in existence and that it is presented in correct exchange format including @domain.com</li> <li>o Name and date of birth combination and physical location -- must verify that no other applicant -DOB - address combination exists</li> <li>o Primary damaged property address must be verified for existence using reliable data source (e.g. Bing Map or comparable SOR using a workflow connector)</li> </ul>	Yes, base solution	Alerts are generated for applications with duplicate SSN, phone numbers and email addresses.
2.8.5	Applicant Portal	Data Integrity / Validations	Must have	The system must have the ability to require mandatory fields and provide warnings & hard stops when attempts are made to submit the application without all mandatory fields completed. If any data integrity issues occur, the system must flag the error for applicant to retry entry while they are still in the application	Yes, base solution	
2.8.6	Applicant Portal	Data Integrity / Validations	Must have	If duplication or fraud is found during a logical quality check of the application a workflow shall route case to a duplicate queue and mark the application status of 'inactive' and routed to a 'Duplicate' case management queue.	Yes, base solution	
2.8.7	Applicant Portal	Data Integrity / Validations	Must have	If no fraud or duplication is found in via a quality check, the application must be assigned a unique identifier ('App ID'), identifiable with the grant funding program ID in it, and routed to the 'Unassigned' Queue.	Yes, base solution	
2.8.8	Applicant Portal	Data Integrity / Validations	Must have	If partial information is collected on the form, and the application is less than complete, system must route application based on remaining fields to 'Intake' queue and assign an application status of 'Eligibility Review'.	Yes, base solution	
2.9.1	Applicant Portal	Record Retention	Must have	System must retain all historical records from: (1) email messages and (2) outgoing text messages (with an applicant opting-in) and any other communication method OHCS determines necessary	Yes, w/customization (Explain)	SMS functionality available 2023. Initial generated emails: (Account Registration, Application Submission, Task Assignment, Task Past due, Case Status Change, Scheduled Report Due).
3.1.1	Case Management	Integrations	Must have	System must be able to receive uploads from other data sources into applicant record - tied into record with some automation. (Csv, manual).	Yes, w/both customization & configuration (Explain)	Neighborly Software supports data-look up tables
3.10.1	Case Management	Documents	Must have	System must allow the tracking of inspection (of existing property) forms and environmental review forms and attach all responses to the application. System must include a case manager checklist and action item view and include a signoff for quality check review.	Yes, base solution	
3.10.2	Case Management	Documents	Must have	System must contain the ability to create, automatically generate, and send a formal eligibility letter to the applicant once all verifications have been completed by the case manager and system criterion have been met.	Yes, base solution	Document generation is a standard feature. All templated emails include configurable variables and will be generated and sent from the administrators Microsoft Outlook account.

## CDBG-DR System of Record Requirements

Req #	Category	Subcategory	Priority	Requirement	Meets Requirements?	Explain
3.10.3	Case Management	Documents	Must have	System must create and automatically generate and send documents via email including but not limited to: formal progress letters, inspection notices, and event changes, to the applicant once all verifications have been completed by the case manager. These documents must be formatted both as an editable Word document and as a PDF and include OHCS logo and branding.	Partially (Explain)	Neighborly Software sends automated emails via SendGrid. The system sends six automated emails from no-reply@neighborlysoftware.com (Account Registration, Application Submission, Task Assignment, Task Past due, Case Status Change, Scheduled Report Due). These emails have limited customization and do not include configurable variable components (e.g. first name, last name, document missing, etc.). All templated emails include configurable variables and will be generated and sent from the administrators Microsoft Outlook account.
3.11.1	Case Management	Awards	Must have	System must contain an approval process that is automated with actions for applicants to accept, appeal, or refuse. The process must contain notifications to the applicant to prompt action within a certain period of days, as defined by OHCS. If no action is taken by applicants, the system must route the application to an inactive queue and add a field for justification notes.	Partially (Explain)	Appeal process is built into the system following a "Denial" email. The system will not automatically change the case status after a period of inactivity. An aging report can be run that shows inactive cases and from that report screen the cases can be bulk assigned a new status.
3.12.1	Case Management	Appeals	Must have	The system must contain an appeal process for all determination stages (eligibility, award, etc.) if the applicant would like to appeal a case determination. The appeal process must contain notifications to the applicant to prompt action within a certain period of days, as defined by OHCS.	Yes, w/configuration (Explain)	
3.13.1	Case Management	Case Details	Must have	System must allow for categorization and prioritization of cases based on identifying fields in the case record including urgency as defined by agency policy	Yes, base solution	
3.13.1.0	Case Management	Case Details	Must have	System must use user lists populated by OHCS staff for assignment and permissions as well as management of personnel records that can be assigned case application records.	Yes, base solution	
3.13.2	Case Management	Case Details	Must have	Once an application is complete, the application record will become a case, that shall be assigned to internal OHCS staff, contract service center members, external vendors and contractors as a method of work allocation.	Yes, base solution	
3.13.3	Case Management	Case Details	Must have	The case record based on applicant forms must be managed via 'queues' indicating the application status and tasks for each stage of the business process. The titles and logic of the workflow routing is subject to change based on design session results.	Yes, base solution	
3.13.4	Case Management	Case Details	Must have	Case records must be editable and have case notes and tasks added along with additional information, which will be used only for internal use (external parties will not view).	Yes, base solution	
3.13.5	Case Management	Case Details	Must have	System must contain multiple case management queues used by OHCS case managers where case application records can be routed and notated within, by both external and internal users. Each case will be managed by OHCS staff- internal or contract, and there will be a two eligibility review stages, a funding process, management of construction/repair work tasks, assignment of grant funding to certified contractor, and closure of the case. As a case progresses through stages, the system shall move the application through different case management queues.	Yes, base solution	
3.13.6	Case Management	Case Details	Must have	Based on the applicants' geographic locations (county of damaged property address), a case manager assignment must be placed upon the application, and the contract case manager's name must remain identified on the application and placed within the case manager's personal list/queue of assigned cases.	Yes, base solution	
3.13.7	Case Management	Case Details	Must have	System must have the following statuses available, and the ability to add more in the future: Duplicate, Inactive, Admin Hold, Ineligible, Unassigned, Intake, Eligibility Review, Inspections and Environmental Review, Award, Contracting, Construction, and Closeout.	Yes, base solution	



## CDBG-DR System of Record Requirements

Req #	Category	Subcategory	Priority	Requirement	Meets Requirements?	Explain
3.13.8	Case Management	Case Details	Must have	The case management queues will be titled 'Intake', 'Under Review', and 'Archive'; the system must allow additional case management queues to be created in the future.	Yes, base solution	Concept of multiple queues does not exist in a program. Rather, cases move to different statuses based on the actions of administrators. Emails are sent to roles or specific users based on the actions of administrators as cases move through the workflow.
3.13.9	Case Management	Case Details	Must have	Each case application record will have an assignment feature, where a single case manager must be assigned to its management.	Yes, base solution	
3.14.1	Case Management	Inspection	Must have	System must allow for inspection record data entry and document uploads from external systems for site-specific inspections. The inspection phase must have workflow logic to review for completeness and remediation plan.	Yes, base solution	System enables onsite inspections, including the capturing of images, via any internet enabled device.
3.15.1	Case Management	Closeout	Must have	System must force a complete review of the entire case or applicant record before changing status to closeout.	Yes, base solution	Ability to put a case in "Closed" status can be limited by user permissions or by the completion of an "Audit" step.
3.16.1	Case Management	Auditing	Must have	Applications must have complete audit trails in which all documents and field records are maintained including use of version control; nothing can be removed but can be archived according to rules specified by OHCS	Yes, base solution	
3.2.1	Case Management	General	Must have	Applicant portal must contain dynamic forms that adjust in real-time as they are filled out, based on criteria defined by agency. All policy thresholds and questions must be updatable if grant requirements change.	Yes, base solution	
3.2.2	Case Management	General	Must have	System must allow data entry in later case steps and respective queues (multi-threaded data entry), in the following steps: - DOB/VOB (Duplication and Verification of Benefits) - Inspections & Environmental Review - Award - Contracting & Bid Work - Construction - Closeout	Yes, base solution	
3.3.1	Case Management	Security	Must have	System must have the option to assign different roles and responsibilities including specific staff to certain awards	Yes, base solution	
3.4.1	Case Management	Workflow	Must have	System must include a case manager checklist and action item views for questions to ask and data to confirm, if needed.	Yes, base solution	
3.4.2	Case Management	Workflow	Must have	System must provide automation to process applications, workflows (completed application leads to next process) etc.	Yes, base solution	
3.4.3	Case Management	Workflow	Must have	Case managers must have ability to manually review all applications for eligibility and compare against program requirements that are visible in the application. The contract case manager must complete a manual review of the application before the application can change statuses and mark checklist items complete.	Yes, base solution	
3.4.4	Case Management	Workflow	Must have	System must integrate with financial tracking component to provide a view into grant funding availability and allow case managers to soft allocate funding limits against the overall funding amount for each program. Whilst in the application review phases, the system must show remaining program funding amounts and alert users when approaching limits.	Yes, base solution	
3.4.5	Case Management	Workflow	Must have	System must provide an appeals workflow during eligibility phase and award phase of process. The appeal workflow will provide a mechanism for survivors to appeal decisions, within a period of days defined by OHCS, and reject or approve changed decisions.	Yes, base solution	
3.5.1	Case Management	Communications	Must have	System must provide a tracking methodology for OHCS staff to record all communications with customers and contractors regarding their application and grant funding status (Case application status).	Yes, base solution	Audit log - Communication entry "type."
3.5.2	Case Management	Communications	Must have	The application portal must allow Case Managers to request actions of the applicant and allow applicants to send messages to their case managers, and otherwise perform collaborative work with the case manager to advance the application.	Yes, base solution	Automated Tasks
3.6.1	Case Management	Notifications	Must have	System must send the assigned case manager notifications of any change made to the case by any account that is not the case manager.	Partially (Explain)	Automated case manager notifications are available, but not based solely on activity from a non-case manager.

## CDBG-DR System of Record Requirements

Req #	Category	Subcategory	Priority	Requirement	Meets Requirements?	Explain
3.6.2	Case Management	Notifications	Must have	System must send automated messages out to the Applicant via SMS text messages and email messages notifying all application progress and status changes.	Yes, w/ customization (Explain)	SMS functionality available 2023. Initial SMS functionality will target system auto generated emails; (Account Registration, Application Submission, Task Assignment, Task Past due, Case Status Change, Scheduled Report Due).
3.6.3	Case Management	Notifications	Must have	System must allow staff to subscribe for notification of changes to any records in the solution.	Partially (Explain)	System alerts are automatically generated for a variety of activities. Only partial meets because of the open ended phrase "changes to any records."
3.7.1	Case Management	Intake	Must have	While the application is in the intake phase, the system must perform a quality check to gather information from applicants regarding any Community Action Agency (CAA) or other benefits applied for, received, or that are in progress.	Yes, base solution	Application can include a Prior Assistance section that requests information about benefits applied for or received or that are in progress.
3.8.1	Case Management	DOR/VOB	Must have	System must collect details for the following items in this case stage: - Assistance Received Indicators (FEMA, private insurance, Small Business Administration funds, etc.) - Individual Assistance Program status (FEMA, HUD, etc.) using property address for verification - Duplication of Benefits using a calculation utility factoring in temporary and permanent repairs. OHCS expects additional details including fields or examples to be shared during design phase.	Yes, w/ customization (Explain)	
3.8.2	Case Management	DOR/VOB	Nice to have	System shall provide a utility to verify private insurance data, where case managers can automatically check for award amounts.	Yes, w/ customization (Explain)	Insurance data needs to be aggregated and uploaded into the software via a look up table.
3.9.1	Case Management	Eligibility	Must have	System must have the ability to calculate income eligibility based on information provided by applicant. For example, if applicant provides recent monthly income, annual household income can be calculated and compared against income requirements (percentage of area median income) for a county. All income-based calculations must be based off the HUD standard calculation model and compare threshold limits to HUD's regulations. All variables, including county and AMI, are subject to change based on future program requirements. The system must provide a method for calculating potential award amounts ("Award Generator"). The Award Generator must be based on the total financial need, minus any amount met by other sources (i.e., FEMA Individual assistance, private insurance, Small Business Administration home loans), and must also take into account any limitations set by the program policy (such as price per square foot limit).	Yes, w/ configuration (Explain)	System automatically compares household income to County AMI. Award generation is a configuration screen that can be created.
3.9.2	Case Management	Eligibility	Must have	System must contain verification checks, including verification logic using another system of record that has a reputable GIS dataset (Google Maps, Smarty Streets, etc.), for confirmation of damage and property verification in relation to where wildfire occurred.	Yes, base solution	Integration with Smarty Streets.
3.9.3	Case Management	Eligibility	Must have	For HARP applications, case records must be reviewed for eligibility using the following criteria: -ownership status of the property, using attachments to the case record (property records, from tax office, deed, loan documents, etc.) -status of residency at time of disaster, using attachments to the case record (utility bill, statements, etc.) -temporary relocation assistance, if triggered, including receipts for all relevant expenses	Yes, base solution	
4.1.1	Contractor	General	Must have	System must be able to track and manage contractor progress from initiation through close-out of construction	Yes, base solution	
4.1.2	Contractor	General	Must have	System must allow uploading of award and contract documents	Yes, base solution	
4.2.1	Contractor	Registration	Must have	System must provide grant management and payment registration, where each contractor providing services under this system will register themselves and provide their account information for payment.	Yes, base solution	
4.2.2	Contractor	Registration	Must have	System must allow construction managers to upload documents and enter in OregonBuys-specific procurement information via data fields. Construction managers must register all general contract work via contractor records and include W-9, expense, and identification information.	Yes, base solution	

## CDBG-DR System of Record Requirements

Req #	Category	Subcategory	Priority	Requirement	Meets Requirements?	Explain
4.2.3	Contractor	Registration	Must have	System must provide a contractor registration form and accept documents (W-9, estimates from external software, identification information, etc.) from case managers interacting with the system. This registration will be interacted with by system users, not external contractors, and all contractor records must tie back to the application the work will be completed against. All construction plans, documents, and expenses must be uploaded to the application record, and be accessed by system reports and finance modules.	Yes, base solution	
4.2.4	Contractor	Registration	Must have	System must have ability to collect, track, and make viewable all licensing and bonding information for contractors including submitted documents, attachments, and files that track permitting.	Yes, base solution	
4.2.5	Contractor	Registration	Must have	System must have ability to track lien waivers	Yes, base solution	
4.3.1	Contractor	Eligibility	Must have	System must allow for and include approval, assignment, edits to, eligibility criteria, and cancellation of construction awards, and track all details relating to the contractor record.	Yes, base solution	
4.4.1	Contractor	Workflow	Must have	Following approval of funding, system must assign cases to contractors for work completion and manage all contract fulfillment components	Yes, base solution	
4.5.1	Contractor	Compliance	Must have	System must track warranties on construction items and provide the ability construction oversight including addressing stalled or non-compliant projects.	Yes, base solution	
4.6.1	Contractor	Payments	Must have	For distributions, system must allow electronic submission of invoices by contractor against a case and award, progress billings electronically, and attaching backup documentation and itemizing expenditures. System must have batch payment process with various payment statuses (Requested, In Process, Disbursed, Committed Not Requested field for reporting obligations) and must have at least the following payment fields: expenditure service date, payment requested date, payment paid date, and commitments through date. System must have a process for reviewing and approving contractor progress billing that includes a contract admin reviewing and approving invoices for payment.	Yes, base solution	
5.1.1	Finance	General	Must have	System must contain comprehensive General Ledger coding, and the coding must scale depending on additional projects and programs that OHCS needs to track in the system in the future	Yes, base solution	
5.1.2	Finance	General	Must have	System must provide a method for OHCS staff to complete long-term strategic and annual budget planning for grants management. All grant money transactions must be displayed as debit and credit entries to maintain financial records. OHCS staff will create, maintain, deploy, and generate financial statements and batch files for reporting needs and disbursement releases.	Yes, base solution	
5.1.3	Finance	General	Must have	System must aggregate amount of committed dollars to track against each program's budget	Yes, base solution	
5.1.4	Finance	General	Must have	System must project spenddown by quarter or other timeframes specified by OHCS for subgrantees to show where they're at against the spenddown target, and allow the management of many grantees with multiple funding sources. System must also manage reallocation of funds when needed and ensure funds are all spent within the allowability period.	Yes, base solution	
5.2.1	Finance	Awards	Must have	System must have structure to allow for various award components with different budget limitations including setting up of budget categories with budget limitations to the detail level with drop down menus	Yes, base solution	
5.3.1	Finance	Compliance	Must have	System must act as a grant management system and confirm that all contract and grant requirements are fulfilled based on HUD and contractor contract requirements	Yes, base solution	
5.4.1	Finance	Payments	Must have	System must accept and store invoices from contractors, when work is completed, that will be approved by case managers (quality checking the work) and sent to finance for release of funds (payment will occur outside the System, but payment information will be stored and sent from the System).	Yes, base solution	Option for integration payments
5.4.2	Finance	Payments	Must have	The payment records and entries must contain statuses such as submitted, reviewed, approved, paid, and contain the ability to create more statuses as needed.	Yes, base solution	
5.4.3	Finance	Payments	Must have	There will be allotments while contractors are rebuilding and repairing applicant property, and the System must perform as such so that all allotments are soft allocated to the GL code and project type	Yes, base solution	
5.4.4	Finance	Payments	Must have	All financial reporting will be tracked at the GL code level, filter by program title, by contractor, and generate an exportable batch report that pulls in all approved invoices for payment	Yes, base solution	
5.4.5	Finance	Payments	Must have	System must import the batch report back into the System when it was paid and update the status of the records to prevent any duplication of payments	Yes, base solution	
6.1.1	Programs	Compliance	Must have	System must have a compliance mechanism including tracking for each program to ensure award requirements are met. Detailed requirements will be available for each program at a later date.	Yes, base solution	
6.1.2	Programs	Compliance	Must have	System must have manual and automated quality control processes and allow inspections to ensure compliance with construction standards set by OHCS and HUD	Yes, base solution	
6.1.3	Programs	Compliance	Must have	System must be able to allow for multiple different programs as outlined in the Action Plan including but not limited to: homeowner, renters, infrastructure, planning, economic revitalization, and any other programs in the Action Plan	Yes, base solution	Support 20+ programs with out of the box best practices
6.1.4	Programs	Compliance	Must have	System must be able to capture requirements for affordable rents with compliance oversight for at least 12 years or for whatever timeframe OHCS determines the program needs	Yes, base solution	

**CDBG-DR System of Record Requirements**

Req #	Category	Subcategory	Priority	Requirement	Meets Requirements?	Explain
6.1.5	Programs	Compliance	Must have	System must be able to administer grant programs and loan programs including but not limited to: grant awards, loan generation, loan tracking, payments, payment disbursements, interest, payoffs, statements, loan agreements, promissory notes, lien filings and tracking, reconveiances, tracking and recording of forgiveness, all dates of related to payments, all amounts, including Approved, Disbursed, Pending, Repaid, Recycled, and Forgiven types. The system must accept file uploads and attach files to the application and loan records.	Yes, base solution	
6.1.6	Programs	Compliance	Must have	System must be able to manage and track penalties for construction contractors who are out of compliance with deliverable timelines	Yes, base solution	
6.1.7	Programs	Compliance	Must have	System must be able to manage and track penalties for subrecipients who are out of compliance with grant agreements	Yes, base solution	
6.2.1	Programs	HARP	Must have	System must limit eligibility to applicants that were owner-occupants of a verifiably damaged property during the disaster (2020 wildfires) in one of the following counties: Clackamas, Douglas, Jackson, Lane, Lincoln, Linn, Marion, or Klamath AND meets the following criteria: -The damaged property must have been the applicant's primary residence at the time of the disaster -The damaged property must have sustained damages as a result of the 2020 Wildfires -The damaged property must be an eligible structure as defined in the program guidelines, including, but not limited to, single-family residences, manufactured homes, and pre-fabricated homes	Yes, base solution	
6.2.2	Programs	HARP	Must have	System must be able to phase in program by different household incomes using different percentages of the AMI	Yes, base solution	
6.2.3	Programs	HARP	Must have	System must allow the administration of the accessory dwelling unit (ADU) pilot program including loan tracking, affordability, disbursements, audits, compliance, and reporting and other programs under HARP in accordance with final program guidelines developed by OHCS -For the ADU program, the forgivable portion of the loan to be subject to recapture, payoffs, in accordance with the receding percentages as specified by OHCS in the program guidelines and recorded loan	Yes, base solution	
6.2.4	Programs	HARP	Must have	System must allow for the administration of grant awards and payments under HARP including tracking, disbursements, audits, compliance, and reporting	Yes, base solution	
6.2.5	Programs	HARP	Must have	System must be able to support tracking, disbursements, audits, compliance, and reporting for affordability periods for applicants whose homes are rebuilt or replaced on land that is not privately owned or leased	Yes, base solution	
6.2.6	Programs	HARP	Must have	System must support ADU Pilot program on a first-come, first-served basis with the following criteria and other criteria specified by OHCS: -Ability of the applicant to take on additional debt and/or to complete the project. This includes, but may not be limited to: -Approval from first mortgage holders allowing for subordinate debt. -Analysis of local zoning and requirements and whether they allow for the development of ADUs for long-term rental and residence. -Necessary approvals from all property owners to allow for the program to record additional debt and deed restrictions on the property. -Demonstrated financial feasibility and commitment to maintain the ADU as an affordable rental property to LMI individuals or households for a minimum of 8 years. The program will publish the definition of affordable rents within program guidelines. -Property owners must also agree to provide priority access to wildfire survivors for a period of time that will be defined in program guidelines. The term of wildfire priority may be subject to the recovery status of the community at the time the property is ready to be occupied. -Property owners must agree to participate in program-provided counseling on Fair Housing Act laws and affordable small rental property financial management and compliance requirements prior to receiving final approval for ADU assistance. -Property owners may choose to use rental revenues to hire property managers to help in the management of the property per the program terms. -Feasibility and cost reasonableness analysis of developing the ADU based on the property site layout. The program may allow for internal, detached, or attached ADUs. -An Affordability Period in which Program participants must agree to maintain the property as affordable to an income-eligible tenant (household at or below 80% AMI, adjusted for household size) for a minimum of 8 years or other details specified by OHCS -The forgivable portion of the loan is subject to recapture in accordance with the receding percentages included in the program guidelines and recorded loan -The repayable portion of the loan will be a low-interest loan amortized over a period of 20 to 30 years or another timeframe specified by OHCS -If the property is sold prior to full repayment, the balance of the repayable portion will be due upon sale -The lien, resale, and recapture requirements will be recorded on the property as a deed restriction or covenant	Yes, base solution	

**CDBG-DR System of Record Requirements**

Req #	Category	Subcategory	Priority	Requirement	Meets Requirements?	Explain
6.2.7	Programs	HARP	Must have	System must allow for entries of expenses from applicants relating to rehabilitation, reconstruction, elevation, new construction, installation, public facilities, and infrastructure. All entries shall be classified via categories such as eligible, ineligible, and to be determined, and each entry shall contain a notes field, amount, payee, payor, and picklists for expense type, home type, with the ability to add more by OHCS. Additionally, the system must calculate subtotals by expense categories for tracking.	Yes, base solution	
6.2.8	Programs	HARP	Must have	System must provide a grant agreement for applicants to attest to, stating compliance, execution, timeline, payback, and more to be defined by OHCS, that must be signed before moving onto the next phase in the business process.	Yes, base solution	
6.3.1	Programs	HOP	Must have	System must contain a directory of single-family site built or pre-fabricated structures, with the ability to allocate structures to disaster-impacted first-time homebuyers when HOP status is verified. The system must be able to link renter, who is becoming homebuyer, with available inventory for specific program.	Yes, base solution	Asset management module allows units to be stored and linked to an approved homebuyer. Unit inventory is not visible/searchable to the public.
6.3.2	Programs	HOP	Must have	Application must contain certification questions for identifying disaster-impacted first-time homebuyers, with all questions tracked for scoring and answers showing or hiding additional questions based on previous responses. At the end of all questions, the application must contain a certification statement and location for applicant to attest to validity. Application logic must place application in HOP queue for case management.	Yes, base solution	
6.3.3	Programs	HOP	Must have	System must manage awards to homebuyers structured as a fully or partially forgivable, zero interest loan, and calculate the award amount and structure based on policy factors. During the duration of the loan, system must track compliance, liens/security interest, sales, amortization, recapture, payoffs, and repayments depending on OHCS criteria. System must also be able to track and manage awards to developers of new housing projects and track affordability periods and other requirements of the property	Yes, base solution	
6.3.4	Programs	HOP	Must have	System must be able to phase in program by different household incomes using different percentages of the AMI.	Yes, base solution	
6.3.5	Programs	HOP	Must have	System must allow for entries of draw requests submitted by developers of new housing projects. All entries shall be classified via categories such as eligible, ineligible, and to be determined, and each entry shall contain a notes field, amount, payee, payor, and picklists for expense type, home type, with the ability to add more by OHCS. Additionally, the system must calculate subtotals by expense categories for tracking.	Yes, base solution	
6.3.6	Programs	HOP	Must have	System must allow for the forgivable portion of the loan to be subject to recapture in accordance with the receding percentages as specified by OHCS in the program guidelines and recorded loan	Yes, base solution	
6.3.7	Programs	HOP	Must have	System must allow for the administration of repayable loans under HOP including tracking, disbursements, audits, compliance, principal payments, billing, statements, payoffs, and reporting	Yes, base solution	
6.4.1	Programs	IHA	Must have	System must be able to phase in program by different household incomes using different percentages of the AMI	Yes, base solution	
6.4.2	Programs	IHA	Must have	System must allow the administration and tracking of the intermediate housing assistance, up to 36 months or other timeframe specified by OHCS of rental, temporary relocation, and/or other intermediate housing.	Yes, base solution	
6.4.3	Programs	IHA	Must have	System must be able to support tracking, disbursements, audits, compliance, and reporting periods for applicants whose homes are rebuilt or replaced on land that is not privately owned or leased	Yes, base solution	
6.4.4	Programs	IHA	Must have	System must allow for entries of expenses from subrecipients and/or applicants relating to interim housing assistance, rental assistance to displaced homeowners, and relocation assistance. HCDA Section 105(a)(1), 4, 8, and 15, applicable waivers identified in the Allocation Announcement Notice and Consolidated Notice (87 FR 6364), other applicable waivers, etc. Additionally, the system must calculate subtotals by expense categories for tracking.	Yes, base solution	
6.5.1	Programs	PIER	Must have	For Planning, Infrastructure, Economic Revitalization (PIER) program, OHCS will provide direct grant allocations to counties, municipalities, non-profit organizations, school districts, public housing authorities, special districts or other public or quasi-public entities. These entities will carry out "Projects" to address unmet planning, infrastructure, and economic revitalization recovery and mitigation needs that fall within their counties. Each Project proposed by recipients must have its own unique identifier in the system. The system must be able to manage PIER grants with the following structures:  - Direct subrecipient carrying out projects themselves. Most often this will be a unit of local government or a non-profit entity. In this scenario, there would be a single grant to manage between OHCS and subrecipient, with a minimum grant size of \$500k.  - subrecipient running a program with beneficiaries (e.g., for-profit businesses). In this scenario, OHCS needs to be able to track details of awards to beneficiaries from the subrecipient, with records grouped under the grant agreement with the subrecipient.	Yes, base solution	

**CDBG-DR System of Record Requirements**

Req #	Category	Subcategory	Priority	Requirement	Meets Requirements?	Explain
6.5.2	Programs	PIER	Must have	<p>For PIER grants, the system must have ability to track project approval process, including documentation of the following:</p> <ul style="list-style-type: none"> <li>-Region (i.e., which county)</li> <li>-subrecipient name (will be organizations, not individuals)</li> <li>-subrecipient contact information (individual Point of Contact, phone, email, mailing address, EIN)</li> <li>-Risk Assessment                             <ul style="list-style-type: none"> <li>o Attach checklist &amp; backup documents</li> <li>o Preliminary rating</li> <li>o Adjustments/follow-up risk mitigation steps</li> <li>o Compliance plan</li> </ul> </li> <li>-Project description data and justification, including:                             <ul style="list-style-type: none"> <li>o Project selection process, including attached record of Selection Committee approval and attached record of public hearing</li> <li>o Eligible CDBG-DR activity (drop-down list), as well as ability to attach any waiver documentation</li> <li>o CDBG-DR national objective, including ability to attach any waiver documentation</li> <li>o Project description (Could be a fillable form or an attachment)</li> <li>o Project and recipient eligibility review check-list, including ability to attach multiple files, and including key CDBG-DR compliance fields related to:                                     <ul style="list-style-type: none"> <li>• Relation to vulnerable populations &amp; historically underserved communities</li> <li>• Mitigation component, approach &amp; method to track</li> <li>• Environmental justice</li> <li>• Fair housing &amp; protected classes</li> <li>• Maintenance &amp; operations plan</li> <li>• Language Access Plan</li> </ul> </li> <li>o Project amount versus geographic sub-allocation &amp; prior commitments</li> </ul> </li> </ul>	Yes, base solution	
6.5.3	Programs	PIER	Must have	<p>For PIER grants, the system must have ability to manage grants and related projects, including documentation of the following:</p> <ul style="list-style-type: none"> <li>-Grant/award amount &amp; contract #</li> <li>o Ability to attach executed grant agreement &amp; amendments</li> <li>o Award amount fields, including: Total budget including budget categories to track and process distributions against and report on; CDBG-DR share; Project Delivery Cost Cap; Approved Indirect Rate                             <ul style="list-style-type: none"> <li>• Ability to attach approved (and amended) budgets</li> <li>• Performance measures, including but not limited to:                                     <ul style="list-style-type: none"> <li>• Methodology to track resilience performance metrics, as defined by OHCS and HUD.</li> </ul> </li> </ul> </li> <li>-Monitoring plan</li> <li>-Project Status</li> <li>-Key dates, including:                             <ul style="list-style-type: none"> <li>o Date of Grant execution</li> <li>o Date of Environmental Clearance completion</li> <li>o Date of Environmental Review completion (where applicable)</li> <li>o Date Project substantially complete</li> <li>o Date Project closed/terminated</li> </ul> </li> <li>-Tracking of all payments to subrecipient (date &amp; amount), including:                             <ul style="list-style-type: none"> <li>o Authorization &amp; approval process workflow (e.g., eligible cost review)</li> <li>o Ability to attach invoices &amp; requests for reimbursement</li> <li>o Ability to attach weekly payroll details for Labor Standards, Davis-Bacon compliance, Section 3 Review</li> <li>o Ability to attach additional backup files and documents for programs</li> </ul> </li> </ul>	Yes, base solution	

**CDBG-DR System of Record Requirements**

Req #	Category	Subcategory	Priority	Requirement	Meets Requirements?	Explain
6.5.4	Programs	PIER	Must have	<p><b>Requirement</b> For PIER grants, the system must have ability to manage monitoring and compliance of grants to subrecipients including documentation of the following:</p> <ul style="list-style-type: none"> <li>-Project monitoring &amp; compliance                             <ul style="list-style-type: none"> <li>o Verification of recipient financial controls via document attachment, including audit statements</li> <li>o Verification of Fair housing compliance via checklist or attachment of documents</li> <li>o Verification of Labor Standards &amp; Employment (via records of activities and policies)</li> <li>o Performance measures, such as, but not limited to:                                     <ul style="list-style-type: none"> <li>• Benefits to vulnerable populations &amp; underserved communities</li> </ul> </li> <li>o Procurement record history, to document how recipients carry out procurements. This may include documentation such as, but not limited to:                                     <ul style="list-style-type: none"> <li>• Competitive solicitation, bid documents, such as Requests for Quote, Requests for Proposa), etc.</li> <li>• How procurement practices advance business equity, inclusion, and engagement with firms that are minority-owned, women-owned, service-disabled veteran-owned, or emerging small businesses.</li> </ul> </li> </ul> </li> <li>o Property acquisition record, including URA compliance &amp; 104(d) compliance</li> <li>o Environmental Clearance</li> <li>o Environmental Review &amp; NEPA project compliance checklist, where applicable. This may include multiple attachments.</li> <li>o Grant reports provided by subrecipient (monthly and/or quarterly reports depending on compliance plan above; invoices)</li> <li>o Compliance reports provided by monitoring contractor, including:                             <ul style="list-style-type: none"> <li>• Status and findings of any active compliance activity, including any letters or notices given to recipient.</li> <li>• Documentation of QA/QC approval workflow for compliance activities</li> </ul> </li> <li>o Project closeout checklist, including such information as requested by HUD (see HUD checklist at <a href="https://www.hud.gov/sites/documents/40157.PDF">https://www.hud.gov/sites/documents/40157.PDF</a> for sample checklist)</li> </ul> <p>In addition to general reporting requirements, the following reporting capabilities are required for PIER grants:</p> <ul style="list-style-type: none"> <li>-Report of Compliance issues, by project</li> <li>-% of funds expended, by project</li> <li>-Project Status, by project</li> <li>-List of attachments, by project</li> </ul>	Yes, base solution	
6.5.5	Programs	PIER	Must have	<p>In addition to general reporting requirements, the following reporting capabilities are required for PIER grants:</p> <ul style="list-style-type: none"> <li>-Report of Compliance issues, by project</li> <li>-% of funds expended, by project</li> <li>-Project Status, by project</li> <li>-List of attachments, by project</li> </ul>	Yes, base solution	
7.1.1	Reporting	General	Must have	<p>System must use categorization and case details to generate dashboards and views, based on security permission levels. All reporting dashboards and views will aggregate reporting on the population of files in the system and drilldown to specific reporting needs including total cases, files by step, average income, demographic breakdowns, average benefits, min/max benefits, etc.</p>	Yes, base solution	
7.1.10	Reporting	General	Must have	System must generate small rental notice	Yes, base solution	
7.1.11	Reporting	General	Must have	System must generate stop work notice so that an environmental review can be completed	Yes, base solution	
7.1.12	Reporting	General	Must have	System must create response, reminder, and notification to an appeal within 15 days	Yes, base solution	
7.1.13	Reporting	General	Must have	System must have ability to report at both an aggregate level and at a detailed, drilled down level	Yes, base solution	
7.1.14	Reporting	General	Must have	System must allow printing and exporting of reports in a variety of formats including Excel, CSV, and PDF so the data can be shared.	Yes, base solution	
7.1.2	Reporting	General	Must have	System must be extremely adaptable to reporting needs, allowing for ad hoc generation of any report to lift up and analyze a specific data reporting need. The known reporting needs currently includes aging reports, for how long an application takes at specific stages, and award calculations, averaging by type. Additional requirements will be defined later in the project.	Yes, w/configuration (Explain)	Combination of standard system reporting and the integration of Power BI.
7.1.3	Reporting	General	Must have	System must allow for customized forms among grant programs, which may include, but is not limited to, grant applications, monitoring reports, progress reports, financial reports, and training requests.	Yes, base solution	
7.1.4	Reporting	General	Must have	System must have the ability to populate a report which includes the information required for staff to easily complete Federal Financial Accountability & Transparency Act (FFATA) Reports.	Yes, base solution	
7.1.5	Reporting	General	Nice to have	In-system budgeting processes shall include: Clear year-to-date balances for all budget categories and subcategories as well as grant budget total for viewing by subgrantees and staff	Yes, base solution	
7.1.6	Reporting	General	Nice to have	System shall allow for YTD expenditures to be tracked by categories, grant types, counties served, demographics, and any other information OHCS deems as necessary	Yes, base solution	
7.1.7	Reporting	General	Must have	System must comply with HUD reporting requirements for CDBG-DR including but not limited to: number of households, obligated funding, race and ethnicity data, female head of household, Limited English Proficiency (LEP), and Low and Moderate Income (LMI) data, etc.	Yes, base solution	
7.1.8	Reporting	General	Must have	System must generate a NACHA batch payment report file according to OHCS-specified frequencies	Yes, base solution	

**CDBG-DR System of Record Requirements**

Req #	Category	Subcategory	Priority	Requirement	Meets Requirements?	Explain
7.1.9	Reporting	General	Must have	System must generate HUD general notice or notice of rights for when an applicant is displaced	Yes, base solution	
8.1.1	Technical	Data Integrity / Validations	Must have	The system must contain a unique identifier that is consistent with identifiers found in the state financial system. All records from the application, contact, contractor, and payment details must tie back to the system unique identifier.	Yes, base solution	
8.1.2	Technical	Data Integrity / Validations	Must have	System must contain a modern technology-backend containing a normalized database, where when data is updated, it is located in a central location that will populate related tables when necessary.	Yes, base solution	
8.2.1	Technical	General	Must have	System must be fully vendor supported and contain a modern technology stack, maintained with current IT technologies	Yes, base solution	
8.2.2	Technical	General	Must have	System must have a separate test environment for users to test system and changes prior to going live. The test environment must remain consistent with the production environment.	Partially (Explain)	Neighboring software is a multi-tenant SaaS solution. A test environment can be made available, but it will not include the ability to promote changes from the testing environment to the production environment.
8.2.3	Technical	General	Nice to have	System's back-end database nomenclature shall have consistent names with the application front-end and shall contain referential logic that is well-named and easy to understand	Yes, base solution	
8.2.4	Technical	General	Must have	System must have ability to print all individual letters, notices, files, and documents in user-friendly, editable Word, Excel, CSV, and PDF formats	Yes, base solution	
8.2.5	Technical	General	Nice to have	System shall either provide or support web analytics for monitoring external portal/web services including traffic and error reporting.	Partially (Explain)	There is no native functionality in the software, but this requirement can be achieved via a google analytics plugin.
8.2.6	Technical	General	Must have	System must allow for advanced configurations to be made by authorized users, including label changes, template alterations, workflow updates, report format (including color scheme, labels, and data formatting), error message phrasing, etc.	Yes, base solution	
8.2.7	Technical	General	Must have	System must have auto-save feature in which users can ensure that their work is being saved after a pre-determined number of minutes.	Yes, w/configuration (Explain)	Software automatically logs a user out after a period of inactivity. The system saves work on the page prior to logging out.
8.2.8	Technical	General	Must have	System must perform automated quality checks and data validation on required fields (e.g. dates, email addresses, etc.) and documents and verify that all formats are consistent. System must prompt for data re-entry when data does not match required format or data type.	Yes, base solution	
8.2.9	Technical	General	Must have	System must support a disaster recovery plan, where a recovery point objective of 15 minutes and a recovery time objective of 2 hours can be achieved.	Yes, base solution	
8.3.1	Technical	Security	Must have	System must contain a complex password structure, including special characters, and enforce a mandatory password change every quarter and comply with all requirements in the Statewide Standards: <a href="https://www.oregon.gov/das/OSCIO/Documents/2019StatewideInformationAndCyberSecurityStandardsV1.0.pdf">https://www.oregon.gov/das/OSCIO/Documents/2019StatewideInformationAndCyberSecurityStandardsV1.0.pdf</a>	Yes, base solution	Mandatory password reset is available for access to the administrator portal, but not for participants/applicants.
8.3.2	Technical	Security	Must have	System must: 1.) contain a timeout feature to lock out inactive sessions, forcing users to re-authenticate. 2.) System must provide a warning notification that the system is about to timeout so that users do not lose unsaved work. 3.) The system must not allow for more than 15 minutes of inactivity, and force logout after 30 minutes. 4.) System must comply with all Statewide Standards: <a href="https://www.oregon.gov/das/OSCIO/Documents/2019StatewideInformationAndCyberSecurityStandardsV1.0.pdf">https://www.oregon.gov/das/OSCIO/Documents/2019StatewideInformationAndCyberSecurityStandardsV1.0.pdf</a>	Yes, base solution	
8.4.1	Technical	Integrations	Must have	System must verify all mailing and physical addresses against the external sources (e.g., Bing Maps)	Yes, base solution	Smarty integration
8.4.2	Technical	Integrations	Must have	System must integrate with DocuSign or other signature capture software. System must send documents requiring e-signatures when prompted, and when signed, shall allow for the saving of all completed documents to the application record.	Yes, base solution	Per O&A, system provides electronic signature functionality (no integration with DocuSign). data import
8.4.3	Technical	Integrations	Must have	System must be able to accept files from multiple sources to develop an initial survivor dataset and de-duplicate it with the ability to use the dataset to allow applicants who register to apply for assistance	Yes, base solution	
8.4.4	Technical	Integrations	Must have	System must have ability to generate batch files for printing letters and documents in a format required by DAS Publishing & Distribution	Yes, base solution	
8.4.5	Technical	Integrations	Must have	System must generate editable Word, Excel, CSV, and PDF documents when prompted, PDFs must use of Adobe PDF Generator or comparable OHCS compatible system.	Yes, base solution	
8.4.6	Technical	Integrations	Must have	System must act as document storage for all required documentation, generated letters, notices, added attachments, and electronically signed documents.	Yes, base solution	
8.5.1	Technical	Security	Must have	System must be hosted by vendor	Yes, base solution	



**CDBG-DR System of Record Requirements**

Req #	Category	Subcategory	Priority	Requirement	Meets Requirements?	Explain
8.5.10	Technical	Security	Must have	System must have a comprehensive security model, with each entity, subentity, and data field as different permissions to provision granular access. Granular access shall be provisioned to both internal and external individuals and groups at the application page level and when reporting and viewing data. Access will be provisioned via security roles or groups; permissions and security levels will be finalized closer to the testing phase, but the system must provide defined access levels for: admins, developer, subject matter expert, supervisor, case manager, and any other role OHCS deems necessary.	Yes, base solution	
8.5.11	Technical	Security	Must have	System must securely transmit, store, and process confidential data including personally identifiable information. Data must be encrypted during transmission and storage, following compliance of AES 256 and TLS 1.2 or newer.	Yes, base solution	
8.5.12	Technical	Security	Must have	System must meet or exceed the State of Oregon's security standards based on the current version of NIST SP 800-53 for moderate and high impact systems, or identified equivalent industry security standard. Oregon Statewide Information and Cyber Security Standards can be found at: <a href="https://www.oregon.gov/das/OSCIO/Pages/SecurityGuidance.aspx">https://www.oregon.gov/das/OSCIO/Pages/SecurityGuidance.aspx</a>	Yes, base solution	
8.5.13	Technical	Security	Must have	System must comply with SOC 2 Type II and FedRAMP requirements. An annual assessment must validate that all of the following criteria are met and achieved continually, under SOC2 Type II and FedRAMP, including but not limited to: 1. Security, 2. Availability, 3. Processing Integrity, 4. Confidentiality, and 5. Privacy.	Yes, base solution	2022 SOC2 Type II audit included all assessments but Privacy. 2023 audit will include Privacy.
8.5.14	Technical	Security	Must have	System must mask sensitive data (e.g. SSNs) and only show fields to authorized users.	Yes, base solution	
8.5.15	Technical	Security	Must have	System must keep all data, including backups and log files stored in the United States.	Yes, base solution	
8.5.16	Technical	Security	Must have	System must allow for creating new security roles based off copying other roles, via copying permissions.	Yes, base solution	
8.5.17	Technical	Security	Must have	System must display warning banner with language developed by OHCS when users are accessing confidential data that indicates activities may be tracked.	Yes, base solution	No banner, but all system activities are tracked and stored in the Audit Log
8.5.2	Technical	Security	Must have	All system data must be stored in the cloud.	Yes, base solution	
8.5.3	Technical	Security	Must have	System application must be accessed via https URLs with TLS 1.2 or later.	Yes, base solution	
8.5.4	Technical	Security	Must have	System must have an uptime of 99.5% at all times.	Yes, base solution	
8.5.5	Technical	Security	Must have	System must have a geographically redundant environment with rapid recovery and no downtime (100% uptime) during supported business hours specified by OHCS. System must comply with DAS backup and recovery policies.	Yes, base solution	
8.5.6	Technical	Security	Must have	System must perform and handle at least 3,000 concurrent users and sessions at a time with the ability to adjust this volume as OHCS identifies the need.	Yes, base solution	
8.5.7	Technical	Security	Must have	System must provide multi-factor authentication ability for all licensed or continuous users of the system (not external applicants, customers).	Yes, base solution	
8.5.8	Technical	Security	Must have	System must provide self-service password recovery options for internal and external users.	Yes, base solution	
8.5.9	Technical	Security	Must have	System must use modern authentication (such as OAuth or SAML) protocols and practices.	Yes, base solution	
8.6.1	Technical	Performance	Must have	System must support report execution that does not negatively impact other system functionality	Yes, base solution	
8.6.2	Technical	Performance	Must have	System must support a growing database which does not negatively impact system performance. Negative system performance includes: 1.) lagging page loads, of no more than five seconds or 2.) slow saving of updated data, requiring more than 10 seconds to save successfully or 3.) reports, attachments, and notifications, requiring more than thirty seconds to load, compile, and send. System must not place limit on data storage or growth.	Yes, base solution	
8.6.3	Technical	Performance	Nice to have	System shall send automated system performance notifications to one or more specified email addresses	Partially (Explain)	Data is available, but not via and automated system process.
8.7.1	Technical	User Interface	Nice to have	System shall minimize the number of unique screens, clicks, and keystrokes	Yes, base solution	
9.1.1	Additional Available Functionality	Payments	Must have	System must collect and securely store payment information, including bank account and routing numbers		Included
9.2.1	Additional Available Functionality	Inspections	Must have	System must enable onsite inspections, including the capturing of images, via any internet enabled device (e.g. tablet, phone).		Included
9.3.1	Additional Available Functionality	Work Write Up	Must have	System must allow for the creation of work-write ups from the field via any internet enabled device (e.g. tablet, phone).		Included
9.3.2	Additional Available Functionality	Work Write Up	Must have	System must allow client to manage the specification library to your unique code requirements and cost data		Included
9.3.3	Additional Available Functionality	Work Write Up	Must have	System must enable the ability to create work write-ups based on 900+ pre-loaded construction specifications		Included

**CDBG-DR System of Record Requirements**

Req #	Category	Subcategory	Priority	Requirement	Meets Requirements?	Explain
9.3.4	Additional Available Functionality	Work Write Up	Must have?	System integrates with Craftsman Construction Estimating tool for construction pricing based on zip code		
9.4.1	Additional Available Functionality	Contractor	Must have	System must allow contractors/subrecipients to submit draw requests online, including all required supporting documents.		Included
9.4.2	Additional Available Functionality	Contractor	Must have	System must allow contractors to register and update their company information, including required documentation (e.g. state licenses, workers compensation, etc)		Included
9.4.3	Additional Available Functionality	Contractor	Must have	System must enable contractor to bid for rehab/reconstruction projects online		Included
9.5.1	Additional Available Functionality	PIER	Must have	System must enable compliance specialists to complete "Site" and "Desk" monitoring reports using customized forms and checklists, including electronic signatures.		Included
9.5.2	Additional Available Functionality	PIER	Must have	System must allow subrecipients to complete monthly/quarterly progress reports, including accomplishment data		Included
9.5.3	Additional Available Functionality	PIER	Must have	System must enable a review committee to score applications online based on weighted criteria and/or qualitative assessments.		Included
9.6.1	Additional Available Functionality	IHA	Must have	System must enable the calculation and administration of the Uniform Relocation Act (URA)		Included
9.7.1	Additional Available Functionality	HOP	Must have	System must provide homeowners/developers with online access to their loan information, including all transactions		Included
9.7.2	Additional Available Functionality	HOP	Must have	System must enable administrators to process "change order" requests from contractors		Included
9.8.1	Additional Available Functionality	Communications	Must have	System must utilize templates to generate promissory notes, contractor agreements, subrecipient agreements and other documents		Included
9.8.2	Additional Available Functionality	Communications	Must have	System must utilize templates to generate emails (award emails, denial emails, missing information emails, etc)		Included
9.9.1	Additional Available Functionality	General	Must have	System must track recaptured funds and program income		Included
9.9.2	Additional Available Functionality	General	Must have	System must enable the origination and administration of amortizing, deferred and forgivable loans		Included
9.9.3	Additional Available Functionality	General	Must have	System must enable all projects/cases to be plotted on a state-wide map (google integration)		Included
9.9.4	Additional Available Functionality	General	Must have	System must provide a "productivity" dashboard that highlights time to complete an application, time to review a case, case manager workload, case manager productivity, etc		Included
9.9.5	Additional Available Functionality	General	Must have	System must provide a Fraud dashboard that alerts compliance resources to potential fraud based on duplicate email addresses, IP address, Social Security Number and phone numbers		Included
10.1.1	Additional Available Functionality	Reporting	Must have	System must produce excel files that can be uploaded into HUD's DRGR system		Included
10.1.2	Additional Available Functionality	Reporting	Must have	System must integrate with Snowflake to provide near real-time data to Microsoft Power BI or other third party data visualization tool		Included
10.2.1	Additional Available Functionality	Compliance	Must have	System must provide a module to track, monitor and report on affordable housing properties and units (aka Asset Management).		Included

## EXHIBIT K

### SECURITY AND HOSTING REQUIREMENTS

Contractor's obligations under the Contract include the requirements of this exhibit.

#### 1. SECURITY AND HOSTING BACKGROUND.

Contractor will build CDBG-DR SOR and deliver it using the Software as a Service (SaaS) model. The solution is fully hosted using Microsoft's FedRAMP authorized Azure cloud computing platform and requires no staffing requirement from Agency's IT department for installation, maintenance, backup, update or customization. The CDBG-DR SOR will be accessed via a web interface and dynamically renders on any internet enabled device, including mobile phones and tablets. Through Contractor's partnership with Microsoft, CDBG-DR SOR will automatically scale to meet the demand for server and data storage capacity. This ensures maximum uptime and efficient processing of each data request and transaction.

As a part of the services, Contractor is responsible for maintaining a backup of Agency's data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Contractor maintains a contemporaneous backup of data that can be recovered within four (4) hours at any point in time within the last 35 days. Contractor will also maintain weekly back up of Agency data is also available for 2 years. Automated back-ups are performed by SQL Azure and require no manual activities.

Contractor is a Microsoft partner and utilize Microsoft Azure for all hosting and infrastructure, which includes web hosting, database hosting and blob storage. All Customer data will be stored, processed, and maintained solely in authorized FedRAMP data centers located in the United States. Contractor will maintain its primary Microsoft data center in Virginia and the backup data center is in Texas.

Contractor leverages geo-redundancy features of Microsoft Azure for the Application/Web Server, SQL database and File Storage servers. In the event of an outage at the primary data center, the system will automatically fail-over to the backup data center within 5 minutes without requiring manual intervention. On an annual basis, Contractor will test its Disaster Recovery capabilities by triggering a manual fail over from its primary data center to the backup data center.

All data transmission will be encrypted with a minimum of TLS 1.2 (1.3 preferred). and all data will be encrypted "at rest" when stored in Microsoft's SQL Azure relational database management system. Contractor will provide Agency with a unique URL for system access and a separate, unique database for all data storage. In addition, Contractor will conduct monthly vulnerability assessments to protect against unauthorized access and all site activity is recorded in an audit log which includes IP address logging.

## 2. DATA CLASSIFICATION AND COMPLIANCE WITH APPLICABLE LAWS.

**2.1. Data Classification.** Contractor shall assume that Agency Data contains information that has been classified as Level 3 Information under the State of Oregon's Information Asset Classification policy, available online at <https://www.oregon.gov/das/Policies/107-004-050.pdf>. Contractor certifies the Services provide the appropriate level of protection for Level 3 Information.

**2.2. Compliance with Laws, Regulations, and Policies.** Contractor and its employees, contractors, and agents shall comply with all applicable state and federal laws and regulations, and State of Oregon policies governing Agency Data and its use and disclosure, including as those laws, regulations, and policies may be updated from time to time. Applicable laws, regulations, and policies include but are not limited to:

2.2.1. Statewide Information Security Standards:

<https://www.oregon.gov/das/OSCIO/Documents/2019StatewideInformationAndCyberSecurityStandardsV1.0.pdf>

2.2.2. Statewide Cloud Computing policy: <http://www.oregon.gov/das/policies/107-004-150.pdf>

2.2.3. Oregon's Statewide Information Technology Policies:

[www.oregon.gov/das/Pages/policies.aspx#IT](http://www.oregon.gov/das/Pages/policies.aspx#IT).

2.2.4. The Oregon Consumer Information Protection Act (OCIPA), ORS 646A.600 through 646A.628, to the extent applicable. For purposes of OCIPA, Contractor is a vendor.

**2.3. Responsible for Compliance.** Contractor is responsible for the compliance of its employees, agents, and subcontractors with this Contract and all applicable state and federal laws and regulations, and State of Oregon policies governing Agency Data and its use and disclosure.

**2.4. Privacy and Security Measures.** Contractor represents and warrants it has established and will maintain privacy and security measures that meet or exceed the standards set in laws, rules, and regulations applicable to the safeguarding, security, and privacy of Agency Data. Contractor shall monitor, periodically assess, and update its physical, technical, and logical security controls and risk to ensure continued effectiveness of those controls.

**3. DATA PRIVACY.** In addition to Contractor's obligations under Contract Section 9 regarding Confidential Information:

**3.1. Privacy and Security Training.** Licensor shall ensure its employees, agents, and contractors receive periodic training on privacy and security obligations relating to this Contract.

**3.2. Background Checks.** Contractor has completed a criminal background check on its employees, agents, and contractors providing services related to this Contract. Upon reasonable written request of Agency, Contractor shall certify in writing that such background checks have been completed, and the checks revealed no negative findings pertaining to dishonesty, fraud, or theft on employees, agents, or contractors providing services related to this Contract.

- 3.3. Limited Purposes.** Contractor shall limit the use or disclosure of Agency Data to persons directly connected with the administration of this Contract.
- 3.4. No Overseas Access, Storage, or Transmission.** Agency Data will not be accessed from, transmitted, or stored outside of the United States or its territories, including for any maintenance, support, disaster recovery, or data backup.
- 3.5. Prohibition on Data Mining.** Contractor shall not capture, maintain, scan, index, share or use Agency Data, or otherwise use any data-mining technology, for any non-authorized activity, and shall not permit its agents or subcontractors to do so. For purposes of this requirement, “non-authorized activity” means data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized in this Contract.
- 3.6. Privacy Protections.** Contractor shall maintain protections required by law or this Contract for any retained Agency Data for so long as Contractor (including through any third party) retains Agency Data.
- 3.7. Access.** Contractor shall not suspend Agency’s access to Agency Data at any time during the term of this Contract or the post-termination access period.
- 3.8. Post-Termination Procedure.** Upon the termination of this Contract, Contractor shall disable Agency’s access to the Subscription Services within an agreed upon period, not to exceed thirty (30) Calendar Days and provide the Agency with a final extract of the Agency Data via the Secure File Transfer Protocol (SFTP), within a reasonable time, not to exceed thirty (30) Calendar Days from the date of the termination. The extraction and transfer of the Agency Data will be provided without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Service Provider).
- 3.9.** Within thirty (30) days from the date of the final extraction and transfer of the Agency Data via the SFTP, the Contractor shall provide Agency with a Termination of Services and Final Data Destruction Agreement substantially in the form attached hereto as Exhibit K-1 (the “Termination Agreement”), which will provide the details regarding termination of services and final data destruction, a sample copy of which is attached hereto as Exhibit “H”. The Agency acknowledges and agrees that if the Termination Agreement is not executed and returned by the Agency within fifteen (15) Calendar Days, the Contractor will follow the default process which provides for final destruction of Agency Data forty-five (45) Calendar Days after the final extraction and transfer via the SFTP. The Agency acknowledges and agrees that the Contractor has no obligations whatsoever with regard to the Agency Data following the final destruction. The Contractor will provide the Agency with a Certification of Data Destruction when the Agency Data has been permanently deleted in accordance with this subsection. This Section shall survive the termination of this Contract.

**3.10.** Contractor shall, at Agency's discretion, either return all Agency Data to Agency (or delegate) upon Contract termination in an agreed-upon format, including if part of Transition Services, and otherwise ensure Agency has access and the ability to retrieve Agency Data for at least a ninety (90) Calendar Day period following termination. This ninety (90) day period will be at no additional charge to Agency. Contractor shall not retain any copies of Agency Data following Agency's written verification that Agency no longer requires post-termination access, except as necessary to meet its obligations under Section 21, Records Maintenance and Access.

**3.11. Sanitization.** Contractor shall not destroy Agency Data without Agency's written authorization. Contractor shall notify Agency of any conditions that make returning all Agency Data not feasible. Upon Agency's written acknowledgement that returning all Agency Data is not feasible and consent, Contractor shall purge or destroy retained Agency Data in all its forms (including copies of returned data) in accordance with the most current version of NIST SP 800-88 [or other agreed-upon standard] and provide Agency with written certification of sanitization.

#### **4. Notifications.**

**4.1. Incidents and Breaches.** In the event Contractor or its subcontractor or agents discover or are notified of a security incident, or a breach or potential breach of security or privacy, Contractor shall notify Agency's point of contact (or delegate) of the incident, breach, or potential breach immediately, and in no event more than 24 hours following discovery or notification. An incident is an observable, measurable occurrence that is a deviation from expected operations or activities. Breaches include a failure to comply with Contractor's confidentiality obligations. If Agency determines that a breach requires notification of its clients, or other notification required by law, Agency will have sole control over the notification content, timing, and method, subject to Contractor's obligations under applicable law.

**4.2. Requests for Agency Data.** In the event Contractor receives a third party request for Agency Data, including any electronic discovery, litigation hold, or discovery searches, Contractor shall first give Agency notice and provide such information as may reasonably be necessary to enable Agency to take action to protect its interests.

**4.3. Changes in Law.** Each party will provide notice to the other of any change in law, or any other legal development, which may significantly affect its ability to perform its obligations.

#### **5. SECURITY AND HOSTING**

**5.1. Hosting Services.** Services are provided via Microsoft's FedRAMP authorized Azure cloud computing platform, which are located within the continental United States in accordance with Exhibit A, Statement of Work, Task 6. This is a material representation of fact upon which Agency may rely. Contractor shall not transfer or materially modify these hosting services without advance written consent from Agency's Authorized Representative. Contractor networks and systems and Agency Data will not be accessed from, transmitted,

or stored outside of the United States or its territories, including for any maintenance, support, disaster recovery, or data backup.

**5.2. Security Risk Management Plan.** Contractor shall ensure the level of security and privacy protection required for the Services is documented in a security risk management plan. Contractor will make its plan available to Agency for review upon request.

**5.3. Testing.** Contractor reserves the right to conduct periodic security testing upon reasonable advanced notice to Agency of the Services.

**5.4. Third Party Audit.** Contractor shall ensure it and its subservice organizations undergo annual examination from an independent auditor to assess the Services' compliance with the latest version of NIST 800-53 "Moderate" security controls (National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53). Contractor shall provide an exact copy of the most recent examination results report to Agency upon request.

**5.5. Security Logs and Reports.** Contractor shall allow Agency access to system security logs that affect the Services, Agency Data, or processes. This includes the ability for Agency to request a report of the records that a specific user accessed over a specified period of time.

**5.6. Agency Audit Rights and Access.** Contractor shall maintain records in such a manner as to clearly document its compliance with and performance under this Contract, and provide Agency, the Oregon Secretary of State, the federal government, and their duly authorized representatives access to Contractor's officers, agents, contractors, subcontractors, employees, facilities and records to:

5.6.1. Determine Contractor's compliance with this Contract, or

5.6.2. Gather or verify any additional information Agency may require to meet any state or federal laws, rules, or orders, including those regarding Agency Data.

5.6.3. **Notice.** Except as stated below for security logs, access to facilities, systems, and records under this section will be granted following reasonable notice to Contractor. Records include paper or electronic form, and related system components and tools (including hardware and software), required to perform examinations and audits, and to make excerpts and transcripts, including for data forensics.

5.6.4. **System Security Logs.** Contractor shall provide designated Agency staff on-demand access to system security logs in a format agreeable to the Agency for the Services, including user-level access logs for both Agency and Contractor users.

## EXHIBIT K-1

**CONTRACTOR'S SAMPLE TERMINATION OF SERVICES AND DATA DESTRUCTION AGREEMENT**

This Termination of Services and Final Data Destruction Agreement is made as of **[Effective Date]**, by and between Benevate, Inc. d/b/a Neighborly Software, a Delaware corporation (the "Contractor"), and State of Oregon, acting by and through its Housing and Community Services Agency (the "Agency"), collectively referred to as the "Parties."

Pursuant to the Agreement, the Contractor has housed the Agency Data (defined as any non-public, personal information provided by the Agency to the Contractor to enable the provision of Services).

1. The parties agreed to terminate the Agreement as of **[Date]** (Termination Date) and acknowledge and agree to the terms provided herein.
  - a. **Portal Disabled**. The Contractor disabled the Agency's portal website on the Termination Date, restricting Agency's ability to insert or alter any data in preparation for the final data extraction.
  - b. **Final Extraction of Agency Data**. Contractor completed a final extraction of the Agency Data and provided said data to the Agency on **[Date]** (Final Extraction Date), via the Secure File Transfer Protocol (SFTP).
  - c. **Loss of Access**. The Agency shall continue to have access to the Agency Data via the Secure File Transfer Protocol (SFTP) until **[Date]**, thirty (30) days from the Final Extraction Date.
  - d. **Agency Responsibility**. The Agency is solely responsible for retrieving and storing the data provided via the SFTP within this thirty (30) day period. If the Agency fails to retrieve and store the data, there is no recourse as the data will have been permanently deleted in accordance with subsection (e).
  - e. **Destruction of Data**. The Agency Data will be permanently deleted by the Contractor on **[Date]**, forty-five (45) days from the Final Extraction Date.
2. **Agency Acknowledgement**. The Agency acknowledges and agrees that the Contractor has no obligations whatsoever with regard to the Agency Data following the final destruction of the data as referenced above.

The parties have executed this Termination of Services and Final Data Destruction Agreement as of the date first above written.



**EXHIBIT L**  
**DELIVERABLE AND PAYMENT SCHEDULE**

**\*Refer to each deliverable as detailed in Exhibit A, Statement of Work**

<b>Deliverable</b>	<b>Description*</b>	<b>Due Date</b>	<b>Cost</b>
1.	<b>Project Management Plan &amp; Phase</b>	Due within 7 Business Days after the Project Kickoff meeting and the components mentioned under the section Project Management Plan have been met.	
2.	<b>Configuration Planning Workshops &amp; Artifacts Phase</b>	Due 7 Business Days prior to start of testing for each program	
3.	<b>Test plan with pass/fail criteria</b>	Due 14 Business Days prior to testing phase kickoff.	
4.	<b>Requirements Traceability Matrix</b>	Due within 14 Business Days after the Notice to Proceed  Updated weekly until all functional and non-functional requirements are tested and validated	
5.	<b>Development of Test Cases and Test Scenarios</b>	Two weeks prior to start of testing for each type of testing, and for each program for UAT	
6.	<b>System Security Plan</b>	Due 30 days after contract NTP	

Deliverable	Description*	Due Date	Cost
7	<p><b>Priority Design and Development</b></p> <ul style="list-style-type: none"> <li>. Custom screen design and user story boards</li> <li>. 240 hours of custom development work as follows**:</li> </ul> <div style="background-color: black; width: 200px; height: 20px; margin-top: 5px;"></div>	As soon as initial implementation of the system but no later than the expiration of this 2-year contract period	<div style="background-color: black; width: 100%; height: 100%;"></div>
8	<b>Configuration, Testing, &amp; Implementation</b>	Launch of all 4 programs completed according to mutually agreed upon schedule in Deliverable 1 and with a written notice to proceed prior to the launch of the final, configured system	<div style="background-color: black; width: 100%; height: 100%;"></div>
9.	<b>Business Continuity Management and Disaster Recovery Plan</b>	Due 30 days prior to launch of final, configure system	<div style="background-color: black; width: 100%; height: 100%;"></div>
10.	<b>Training Phase</b>	Due upon completion of initial configuration. Training materials due 7 days prior to initiation of training. All trainings held, with a recording of each required training submitted, by the close of the training phase.	<div style="background-color: black; width: 100%; height: 100%;"></div>
11.	<b>Data Dictionary (DD), Entity Relationship Diagram (ERD), &amp; Architecture Diagram</b>	Due by completion of Configuration Planning Workshops & Artifacts Phase	<div style="background-color: black; width: 100%; height: 100%;"></div>

Deliverable	Description*	Due Date	Cost
12.	Ongoing Maintenance and Support	Ongoing (annual pricing)	[REDACTED]
13.	Stabilization Period	Upon start of system Go-Live	[REDACTED]
14.	Transition Plan	Within 30 days of Agency's request	[REDACTED]
<b>TOTAL PLANNED COSTS</b>			<b>\$1,183,100</b>

**CONTINGENCY/OPTIONAL SERVICES**

Deliverable	Description*	Due Date	Cost
15.	Contingency Services/Optional Services	TBD	Hourly Rates for Additional Work* [REDACTED]
16.	Contingency for Transition Services (Transition to Another System)	TBD	[REDACTED] Hourly Rates for Additional Work*
17.	Contingency for Maintenance Portal	TBD	[REDACTED]