CONTRACT FOR SERVICES

THIS AGREEMENT is made effective as of March 15, 2011, between Agate Software, Inc., having its principal office at 2214 University Park Dr., Suite 102, Okemos, Michigan 48864 ("Contractor"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC").

WITNESSETH:

WHEREAS, HTFC seeks Contractor services to provide a web-based grant administration software program;

WHEREAS, the Contractor was chosen pursuant to a single source procurement process;

WHEREAS, the Contractor is engaged in the business of providing the types of services set out in the Scope of Services of this Agreement (Exhibit B); and

WHEREAS, subject to the terms and conditions hereinafter set forth, HTFC shall make funds available to enable the Contractor to provide such services.

NOW, THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

STIPULATED AND AGREED as follows:

1. Scope of Services. The Contractor will provide the services as set forth in Exhibit B (the "Services") and ensure the satisfaction of the project deliverables ("Project Deliverables") set forth in Exhibit A. The Contractor represents that the Contractor has or shall obtain, or cause to be obtained, all personnel necessary to undertake and provide the Services and the Project Deliverables in a manner satisfactory to HTFC.

2. Period of Agreement. This Agreement shall commence as of March 15, 2011, and shall terminate on October 14, 2012. Either party may terminate this Agreement in accordance with the termination provisions contained in paragraph 2 of the IntelliGrants License Agreement attached hereto as Appendix 3. HTFC may also terminate this Agreement for cause in the event it is found that the certificate filed by the Contractor in accordance with New York State Finance Law § 139-k was intentionally false or intentionally incomplete. Upon such finding, HTFC may exercise its termination right by providing written notification to the Contractor.

3. <u>Compensation</u> . HTFC agrees to pay the Contractor at the rate set forth in the budget attached as Exhibit C (the "Budget"). Contractor agrees that in no event will the Contractor be paid more than $998,250 for the Services unless authorized in writing by HTFC.

4. <u>Payment Process and Accounting Procedures</u>.

(a) HTFC shall make payments to the Contractor in accordance with the Budget. Any modification of the Budget must be approved in writing by HTFC before it shall become effective.

(b) HTFC shall, in its sole discretion, determine the extent to which it will use the services of the Contractor. This Agreement does not guarantee any minimum number of hours or amount of funds to be utilized over its term.

(c) Payment will be made upon receipt of the Contractor's invoice for services rendered with such documentation as may be required by HTFC, submitted in writing to HTFC. There will be a 10% holdback on each payment to ensure satisfactory progress in furtherance of the Project Deliverables. No less often than once every three months, Agate and HTFC shall review progress for the relevant time period and resolve any differences to the reasonable satisfaction of HTFC, at which point the holdbacks shall be released to Agate. Except as may be specifically provided in the Budget, the Contractor is solely responsible for all the Contractor's costs and any other expenses necessarily and incidentally incurred in order to complete the Services.

(d) Payment will only be made to Contractor via ACH (Automated Clearinghouse) transfer, i.e., direct deposit to the Contractor's account. Contractor must provide HTFC with a completed Designation of Depository for Direct Deposit of HTFC Funds form (a copy of which is attached as Exhibit D). Contractor is solely responsible for the information provided on the form and for updating it as necessary.

(e) Payments are made pursuant to HTFC's Prompt Payments Policy, a copy of which may be obtained from HTFC's Assistant Treasurer at the address indicated above.

(f) Payment received hereunder shall be full and complete satisfaction of any and every claim resulting from the approved items in such requisition.

5. <u>Supervision of Services</u>.

(a) HTFC may, upon prior notification, call meetings which shall be attended by representatives of the Contractor.

(b) The Contractor will cooperate with HTFC at all times during the performance of Services and promptly study and act upon all HTFC recommendations and proposals.

(c) The Contractor shall cooperate with HTFC in promptly completing and submitting all documents and records required by HTFC or other authorized representative of the State of New York and otherwise comply with all orders, administrative rules, regulations and procedures of HTFC for the proper administration of the Services.

6. Conflict of Interest. The Contractor is precluded from representing before HTFC any awardee of HTFC other than those awardees who may be assigned under contract during the period this Agreement is in effect.

7. Exhibits and Appendices. The following exhibits and appendices are hereby incorporated into this Agreement and Contractor, to the extent applicable, shall adhere to their provisions.

Exhibit A	Project Deliverables
Exhibit B	Scope of Services
Exhibit C	Budget
Exhibit D	Designation of Depository for Direct Deposit of HTFC Funds
Appendix 1	Equal Opportunity Requirements
Appendix 2	Standard Clauses for all HTFC Contracts
Appendix 3	IntelliGrants License Agreement
Appendix 4	Escrow Agreement

IN WITNESS WHEREOF, the parties executed this Agreement on the day and year first above written.

AGATE SOFTWARE, INC.
By: [redacted]
Name: Tim Pearl
Title: President

H[redacted]
Title: Assistant Treasurer

EXHIBIT A
PROJECT DELIVERABLES

No later than the end of the Phase I, Agate shall ensure that HTFC, and its affiliated agencies, collectively known as New York State Homes & Community Renewal ("HCR") has an operational "cradle to grave" commercial off the shelf software system (the "System"), to manage the administration of grants, loans, tax credits, and other benefits from application to close out for HCR and its awardees for up to 15 housing programs (the "Programs"), such Programs to be mutually agreed upon by HTFC and Agate. The System must be developed for the integration of programs and existing HCR compliance systems in anticipation of Phase 2 and/or Phase 3 of the Contract, including but not limited to SAMIS. The System, at a minimum, shall provide the following for each of the Programs:

1. Articulate and/or assist HTFC in defining a unified business process and, where appropriate, a specific set of processes and workflow specific to each particular Program;
2. Secure on-line application capabilities with full evaluation capabilities and data collection and reporting.
3. Track application, administration and workflow status and updates such as project or workflow history and information including budgets, payments, compliance, etc.;
4. Provide or deny access to components or functions within the system based on staff and/or awardee responsibilities and project status.
5. Provide a fully electronic management system for HCR and its awardees with capabilities to submit and review applications, generate and issue correspondence, emails, ticklers and other key documents, submit , approve/deny and process request for funds, reporting documents and compliance monitoring,
6. Upon the occurrence or delinquency of certain events or conditions, provide automated reminders/ticklers (via email) or suspensions to selected team members including HCR staff and awardees;
7. Review caseloads and assign projects to staff including the ability to track workflow.
8. Generate canned and individually customized reports electronically with the ability to print or download the reports in an Adobe, Office or Crystal Report format within each program and across all programs.
9. Electronically store documents entered electronically or scanned in an easily searchable format, including searches based on (1) the project they relate to; (2) the event when they were issued or received; and (3) all other documents of the same type;
10. Ensure that HTFC maintains ownership of the data in the system; and
11. Provide an interface to integrate with existing HTFC systems that will continue, including but not limited to SAMIS.

EXHIBIT B

SCOPE OF SERVICES

Introduction

The following information is intended to provide HCR Homes & Community Renewal (HCR) with a description of the work involved in implementing IntelliGrants during Phase One of our engagement.

The vision for delivering this project is structured in three phases to take place over approximately 42 months. Phase One of the project is focused on defining the scope of work, conducting analysis, creating documentation, and implementing a pilot group of HCR programs in IntelliGrants. All programs will be analyzed, documented and classified based on their level of definition, criticality to the solution architecture, and relevance to the business. The highest ranking programs will be prioritized and added to the pilot group for configuration within IntelliGrants during Phase One. Our estimate is that Phase One will take place over the course of 18 months and will include approximately fifteen programs. The overall timeline and number of programs is depended on the details defined in the initial discovery meetings between Agate and HCR.

The programs not included in Phase One will be addressed in Phase Two or Phase Three. Again, these programs will be prioritized based on level of program definition, criticality to the solution architecture and relevance to the business. Similar to the process used to scope and define Phase One, Agate and HCR will analyze, document and classify the programs. The outputs of this process will be used to generate the Phase Two and Phase Three implementation timelines, scope documents and expand upon the requirements document for the program.

Scope of Work

Agate's understanding of the Scope of Work for this project includes the programs listed below. The Project Kickoff process is focused on working with HCR to define which programs should be considered in-scope for Phase One of the project. Programs deemed out-of-scope for Phase One will be implemented during the second or third phases of the project. This approach will provide Agate and HCR to fully analyze and documented all programs prior to implementing them in the system.

Our understanding is that 96 HCR programs have been identified to date and that there are plans to consolidate and eliminate certain programs. Agate will work with HCR during the Project Kickoff and Business Analysis processes to document the consolidated program list. The following programs need to be evaluated during this engagement:

Complete Program List

1	HOMES FOR WORKING FAMILIES
2	HOUSING DEVELOPMENT FUND
3	HOUSING TRUST FUND
4	LOW INCOME HOUSING TAX CREDIT PROGRAM
5	RURAL AREA REVITALIZATION PROGRAM
6	RURAL RENTAL ASSISTANCE PROGRAM
7	STATE LOW INCOME HOUSING TAX CREDIT
8	URBAN INITIATIVES
9	INFRASTRUCTURE DEVELOPMENT DEMO PROGRAM
10	AFFORDABLE RENTAL HOUSING PROGRAM
11	HOUSING ASSISTANCE FUND
12	LOW INCOME TURNKEY
13	SENIOR HOUSING DEMONSTRATION PROGRAM
14	SHARED HOUSING DEVELOPMENT PROGRAM
15	SUBSIDY FUND
16	TAX CREDIT ASSISTANCE PROGRAM
17	SPECIAL NEEDS HOUSING PROGRAM
18	SPECIAL NEEDS HOUSING PROGRAM II
19	LOW INCOME CREDIT/TAX EXEMPT BONDING (4% Credit)
20	NEW YORK STATE HOME PROGRAM
21	ACCESS TO HOME
22	HOPE – RESTORE
23	SUSTAINABLE NEIGHBORHOODS DEMO PROGRAM
24	ADIRONDACK COMMUNITY HOUSING TRUST
25	ADIRONDACK NORTH COUNTRY PROG
26	ADIRONDACK NORTH COUNTRY PROGRAM
27	RURAL COMMUNITY REVITALIZATION PROGRAM
28	NEIGHBORHOOD PRESERVATION COMPANY PROGRM
29	RURAL PRESERVATION COMPANY PROGRAM
30	WEATHERIZATION ASSISTANCE PROGRAMS
31	DEPARTMENT OF ENERGY (Weatherization)
32	HOUSING ENERGY ASSISTANCE PROGRAM (Weatherization)
33	FORECLOSURE PREVENTION PROGRAM
34	CLINTON PRESERVATION FUND
35	DISASTER RECOVERY INITIATIVE
36	DOWNTOWN HERITAGE RESTORATION PROGRAM
37	GREATER CATSKILL FLOOD REMEDIATION
38	HOUSE-NY
39	RENTAL REHABILITATION PROGRAM
40	RURAL HOMEOWNERSHIP ASSISTANCE PROGRAM
41	HCR ORGANIZATIONAL TECHNICAL ASSISTANCE
42	LOW INCOME HOUSING CREDIT AGENCY
43	URBAN HOMEOWNERSHIP ASSISTANCE PROGRAM
44	NEIGHBORHOOD REDEVELOPMENT DEMO PROGRAM
45	BRONX CENTER FOR PROGSTUDIES
46	BROOKLYN TENANTS COUNCIL
47	BUFFALO EMERGENCY PROPANE RELIEF
48	CITY WIDE TASK FORCE ON HOUSING
49	CMNTY LEAGUE W 159 INC
50	CONO
51	DEPT OF STATE ISLIP
52	HEMPSTEAD HISPANIC ASSOCIATION
53	HOMEFRONT DEVELOPMENT
54	HTFC LEGISLATIVE GRANT
55	JUST US INC
56	KINGS CO NEIGH PROGRAM
57	LACKAWANA LDC
58	LENOX HILL NEIGHBORHOOD ASSOCIATION
59	LONG ISLAND HOUSING
60	LYGIA'S PLACE
61	MAINTENANCE UNDISTRIBUTED – 1
62	MAINTENANCE UNDISTRIBUTED – 2
63	N BRONX/WESTCHESTER
64	NEIGHBORHOOD INITIATIVES
65	NORTHFIELD LDC (88)
66	NORTHFIELD LDC (90)
67	PLATTSBURG HOUSING
68	QUEENS COUNTY NEIGHBORHOOD PROGRAM
69	REGIONAL ECONOMIC DEVELOPMENT (85)
70	REGIONAL ECONOMIC DEVELOPMENT (86)
71	RICHMOND HILL
72	RURAL HOUSING COALITION
73	S&E GRANTS IN AID
74	STAPLETON LDC
75	WESTCHESTER AWARENESS
76	WESTSIDE FEDERAL SR HOUSING
77	WOODHAVEN
78	WOW
79	PUBLIC HOUSING MODERNIZATION PROGRAM
80	NEW YORK MAIN STREET PROGRAM
81	GOVERNOR'S SMALL CITY FUNDING
82	HFA ADMIN TAX CREDIT ASSISTANCE PROGRAM (TCAP)
83	HPD ADMIN TAX CREDIT ASSISTANCE PROGRAM (TCAP)
84	COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
85	CASTSKILL FLOOD REMEDIATION PROGRAM
86	FIRST MORTGAGE FINANCING
87	LOW INCOME HOUSING TAX CREDIT PROGRAM
88	SUBORDINATE MORTGAGE FINANCING
89	NEIGHBORHOOD STABILIZATION PROGRAM
90	MANUFACTURED HOME COOPERATIVE FUND
91	HOUSING PROJECT REPAIR PROGRAM
92	INFRASTRUCTURE DEVELOPMENT DEMO PROGRAM
93	SMALL OWNER ASSISTANCE PILOT PROGRAM
94	PIT TAX-EXEMPT AND TAXABLE BONDS
95	AFFORDABLE HOME OWNERSIHP DEVELOMENT PROGRAM
96	FIRST TIME HOME BUYER MORTGAGE PROGRAM

Scope of Work Breakdown

1.0 Project Kickoff

The Project Kickoff serves an opportunity to make introductions and establish the project team relationships between Agate and HCR. The series of meetings include sessions designed to set proper expectations on resource commitment, define project scope, communication plans, and other key project logistics. The meetings are designed to be conducted at the customer locations. The deliverable resulting from the Project Kickoff is the Project Scope Document to be completed within approximately 30 days from the completion of onsite meetings. The Project Scope document will address subject matter such as:

- Roles and responsibilities for Agate and HCR
    - Time commitments
    - Subject matter expert requirements
- Consolidated, in-scope program list
- Prioritization of programs based on their readiness to be put online
- Change management
    - ProjecTrax
- Issue Management
    - Out of scope items
- Technical considerations
    - Hosting environment(s)
- Legacy system access
    - Integrations
- Billing schedule
- Initial schedule for project delivery

2.0 Business Analysis

Agate's Phase One Business Analysis process includes additional onsite meetings with HCR staff to further define the details of the work involved in the project delivery. The input for this process will be outlined in detail in the Project Scope Document created during the Project Kick-off including the specific programs and individuals that will be involved. Following the Business Analysis process, a Functional Requirements document and Project Plan with deliverables and milestones will be provided to HCR. This comprehensive list of tasks to be performed with the corresponding timeline of deliverables must be approved by both parties before any configuration or development work begins. These documents will address the following subject areas:

- Configuration

    - This includes Phase One configuration of system architecture for the HCR based on the Project Plan and Functional Requirements documents derived from the Business Analysis process.
- Management Reports
    - Management reports are created by Agate to meet the various Phase One reporting needs of HCR. These reports can include reports that HCR has to submit to the federal government as well as financial and sub-recipients summary reports.
- Custom Development
    - This includes programming that incorporates the core elements and customizations based on the Project Plan and Functional Requirements documents derived from the Business Analysis process.
- Data Conversion
    - This includes the time needed to convert any data from HCR's legacy systems (SHARS, CD Online, HDS and nyhomes applications) into IntelliGrants that is identified as in-scope in the Functional Requirements and Project Plan documents for Phase One.
- System Integration
    - This includes the time needed for system integration that is identified as in-scope in the Functional Requirements and Project Plan documents for Phase One.
- Documentation
    - Descriptions of all documentation to be created to support the project.
- Training
    - The training package includes Administrative User, End User and Super User sessions for HCR staff and Grantee users. The training sessions are typically performed using a train-the-trainer model with a blend of on/off site sessions and web-based videos.

During Agate's Phase One Business Analysis process, Agate will meet with the various units in the four primary HCR program areas to gather the information needed to develop the Project scope including:

- Finance and Development
    - Underwriting
- Housing Preservation
    - Architectural & Engineering
    - Asset Management
- Community Renewal
    - CDBG
        - Economic Development Program
        - Competitive Program
        - Open Round CDBG Program – Innovative Program and Imminent Threat Program
    - Community Revitalization
        - NY Main Street

    - Local Programs
        - HOME
        - RESTORE
        - Access to Home
        - Urban Initiatives and RARP
    - Neighborhood Stabilization Program
    - Affordable Housing Corporation
    - Subprime Foreclosure Program
    - Greater Catskill Flood Remediation Program
    - Sustainable Neighborhoods
- Professional Services
    - Legal
    - Finance
    - Intergovernmental
    - Office of Policy
    - Fair Housing and Equal Opportunity
    - Application Development

3.0 Project Delivery

Agate will initiate project delivery upon the completion and sign off of the Project Scope, Functional Requirements and Project Plan documents. These documents will serve as a guide for delivering the project and will be continuously updated to reflect agreed upon changes in the project scope or delivery schedule. At the point of initiating project delivery, all steps will have been taken to ensure that both Agate and HCR clearly understand each party's expectations and documentation is in place that captures the communications leading to this point.

Project Overview

The following is a more in depth description of the work Agate will perform and the process that will be followed during the business analysis process. Agate's qualified grant teams have an in depth understanding of the various processes necessary for the administration of online grant programs. This allows us to focus on the specific elements that are unique to HCR's grant management process and then provide recommendations on how to best incorporate elements into IntelliGrants.

Agate Software, Inc. will form a close partnership with HCR staff throughout the engagement and will provide the following services:

- Business Analysis
    - Project scoping
    - Business process evaluation
    - Define Governance
    - System Administrators

- Roles and Responsibilities of HCR IT staff
    - Documentation
- Project Management
    - Issue Management
    - Risk Management
    - Communication Planning
- Software Design/Development/Configuration
    - Infrastructure Setup
    - Adherence to Software Development Standards
    - Database Design (if necessary)
    - Software Configuration
    - Workflow Configuration
    - Program Area Specific Reporting Requirements
        - Green Initiatives
        - Special Needs
    - External System Integration
        - Housing Report Card
        - LiveLink
        - SAMIS
        - Statewide Financial System (SFS)
- Data Conversion
    - SHARS
    - HDS
    - CD Online
- Training
    - Administration/End-User Training
    - User/Technical Documentation
- Ongoing Support
    - System Maintenance
    - Annual Support
    - Help Desk Support
    - Hosting
    - Additional Services As-Needed

Implementation Process

We will utilize our proven implementation approach along with our project management methodology to ensure the success of this project. The first step in our implementation process will be the Business Analysis Phase. During this phase, critical information will be gathered and used for the implementation and configuration of IntelliGrants to meet HCR's needs.

Business Analysis and Planning

Agate Software, Inc. will perform Business Analysis with HCR designed to analyze HCR's current paper and computer-based grant management process and make comparisons to the functionality as it currently exists in IntelliGrants. This analysis will yield business process information to support a recommendation and ultimate implementation of IntelliGrants for HCR.

Agate Software will conduct individual and focus group meetings with the appropriate HCR staff to research the current paper and computer system processes that HCR employs to administer federal and state program dollars. The information gathered during these sessions will then be compiled and used as the basis for configuration of the IntelliGrants solution. This time will also be used by HCR and Agate Software personnel to explore opportunities for streamlining HCR's process and gathering the HCR Management's expectations of the new grant management system. The business analysis process includes activities such as:

- Creating a comprehensive list of all the significant attributes of the HCR processes.
- Grouping the listed items by either the major process steps of grant management (pre-application processing, grant application, application review and award, etc.) or by HCR's major program areas.
- Adding corresponding IntelliGrants process descriptions for each HCR item listed.
- Listing items that are peripheral to the actual grant management process, such as business rules or physical money transfers.
- Compare, item by item, the process descriptions to determine the differences between the two, if any. If a gap exists, then a reconciliation recommendation is made to close the gap.

A Functional Requirements document is created as the sum of all the configuration recommendations and is the basis for defining the scope of configuration needed to fully develop an IntelliGrants solution for HCR. The Functional Requirements document is created collaboratively with HCR through reiterative proofing of draft documents until both HCR and Agate Software agreed on its content.

Meetings with the Appropriate Personnel

Agate Software must have access to all key HCR staff from each job position present during meetings scheduled within their respective agency and/or grant program. Agate Software requires a minimum of one Subject Matter Expert (SME) from each job position present during scheduled meetings. Agate Software asks that management choose those SMEs that can best articulate the functions and needs of grant staff personnel. These SMEs need not be gifted from a technology perspective but must be capable of conveying their job duties and existing business processes in a clear and concise manner. The Agate analysis team will facilitate this knowledge transfer with questions that will help guide the thought processes of the grant staff members.

Agate's simple philosophy; the client is the expert for their own grant programs, Agate Software is the expert on how to best articulate grant processes in a web-based environment.

Scheduling Meetings

Agate Software, Inc. will coordinate with the assigned HCR project manager any onsite meetings or conference calls requiring key HCR staff to be in attendance. Key HCR staff availability will be confirmed and approved a minimum of one (1) week prior to the respective meeting. Any onsite meeting cancellations, consistent unavailability, and/or delays by assigned HCR staff that adversely affect scheduled meetings and/or travel arrangements could affect the overall implementation timeline and result in additional costs related to that specific event. Such occurrences will be documented by Agate personnel and brought to the HCR project manager's attention for resolution and impact analysis.

Access to all Relevant Grant Program and Business Process Information

Agate Software will have access to all relevant HCR grant related information including all predefined business process workflow information. This information might include existing word processing documents, spreadsheets, databases, forms, diagrams and other pieces of information that affect or are affected by the HCR grant process.

Identifying this information often takes time and since many agencies and grant programs are run differently, it is impossible for us to know what form this information will take, however we will work with HCR to identify the complete set. Agate Software will be provided a majority of this information prior to the scheduled onsite Business Analysis dates. The goal of this information gathering is not to bury the analysis team in paper but rather to get an accurate representation of those items that drive existing HCR grant programs. Lack of information or any information provided by HCR that Agate deems not relevant or incomplete could affect the project timeline and potentially require additional business analysis services beyond what is included in this proposal. Such issues will be documented by Agate personnel and brought to the HCR project manager's attention for resolution and impact analysis.

Establishment of an Empowered Point of Contact

Each person in HCR will begin with his or her own ideas of what IntelliGrants should provide. Agate key personnel will help to manage and fulfill many of these expectations but ultimately, many decisions will have to be made by a designated project manager/contact person within the HCR. Before the implementation of IntelliGrants can begin, many important questions will have to be answered such as:

- Should grantees be allowed certain options?
- What capabilities should be given to grantees and what capabilities should be given to grant staff personnel?
- Where do existing electronic systems begin and end?
- What IntelliGrants functionality will HCR use and what functionality will be provided by other management systems (e.g. financial, reporting, etc.)?
- What IntelliGrants functionality/processes will HCR conform to and what additional software development tasks will HCR request.

During the course of the implementation, questions such as these must be answered. Agate Software can provide recommendations but the final decisions must be made and approved by HCR. Agate Software requires one designated person from the HCR whose job will be to make these final decisions.

Project Management Approach

Agate uses an iterative approach to project implementations. The iterative approach is selected over a waterfall approach based on Agate's high success rate of implementations using an iterative approach and our high client satisfaction received from prior grant management implementations. Our project methodologies are tailored based on the requirements of the individual project, but the principles used to derive each project methodology are consistent. The project needs dictate the implementation approach. The following description outlines the methodology Agate Software plans on guiding the HCR grant management project.

Agate Software, Inc. integrates industry best practices for application development, tracking and review. This process was developed and refined using numerous years of project management expertise as a foundation and by using the Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) and Software Engineering Institute (SEI) Capability Maturity Model (SEI-CMM) as the baseline sources for project management and systems review. Below are nine (9) Project Phases commonly used in the project management cycle:

1. Conceptual Phase
2. Feasibility Phase
3. Planning Phase
4. Analysis Phase
5. Design Phase
6. Construction Phase
7. Implementation Phase
8. Post-Implementation / Documentation Phase
9. Application Maintenance Phase

Although sequential in concept, if carefully planned and managed, the phases not required by this specific engagement may be eliminated, compressed, overlapped, or combined, depending on the needs of the project or on management decisions. There are also conditions under which execution of a phase can be interrupted in order to recycle through a preceding phase (or phases) in order to rework or update some aspect of that predecessor phase's deliverables. This is especially true for analysis and review steps within projects, many of which depend heavily on multiple iterations of the analysis, and review phases.

Each of the phases consists of one or more tasks and/or activities. The tasks describe what actions and deliverables are necessary to accomplish the phase's objectives. The tasks are composed of sub-tasks and/or activities required to support the output deliverable for each phase. Each of the basic phases has a specific objective or purpose. Each phase assumes particular input(s) and in turn produces specified output(s) or deliverable(s).

The project management cycle is structured so that each phase can be executed independently. Throughout all phases, consistent and effective project management and control is essential.

Gated Approach

Agate Software, Inc. will incorporate "gated" milestones in the project plan for this engagement. This approach will use each "gated" milestone as a decision point for proceeding to subsequent phases of the project plan which will not begin until approval has been given by the appropriate HCR staff. Gated sessions will occur according to the project plan and will be attended by:

- The HCR Project Management Team
- Selected Stakeholders
- Agate Software, Inc. Key Personnel
- Key Personnel

Conditional approval of the deliverables will occur as the deliverables are submitted: however, acceptance of the deliverables will occur at the gated sessions. Conditional approval will be required by the HCR Project Management Team in writing to allow the project to move forward to the next phase.

Project Organization

In order to meet the HCR requirement to implement approximately 100 grant programs, the project must be clearly organized and communicated to all project stakeholders. Agate, along with input from HCR, will develop a Project Team Chart to clearly define expectations and roles within the project team.

Key Personnel Roles / Responsibilities

Project Manager
Business Analyst
Product Designer
Database Administrator
Network Specialist
Lead Developer
Developer
Configuration Specialist
Configuration Tester
Documentation Specialist
Product Trainer

Communication Planning

A variety of methods may be used to communicate with project stakeholders. Common methods include status reports, correspondence, meetings, and formal presentations. Communication methods will vary from project to project. The Communication Plan describes the specific communication methods that will be used to communicate with project stakeholders.

The purpose of the Communication Plan is to:

- Identify and describe all project stakeholders
- Describe the communication needs of the project stakeholders
- Define how project stakeholders will be kept informed about the project
- Identify the communication paths between HCR and Agate Software
- Ensure all information is consistent, accurate, and timely

To effectively communicate with project stakeholders, the Project Manager needs to develop a good understanding of the unique needs of each stakeholder group. This is accomplished with several 'tools' that are included in the Communication Plan, including the Chart of Stakeholders and the Stakeholder Communication Matrix. These tools describe all project stakeholders, providing a clear understanding of the specific interests of each stakeholder group, their vested interest in the project, and their expectations.

Lastly, the communication methods are correlated to the specific needs of each stakeholder group, and specific individuals are assigned the responsibility of providing the communication described in the Communication Plan. The Communication Plan ensures that the methods, means, and frequencies of communication are clearly defined for all project stakeholders.

Specific purposes of the HCR Project Communication Plan are:

- Clearly define how the Agate Software, Inc. will communicate progress to HCR project stakeholders and the agency
- Inform Agate and HCR project staff of their role in the implementation of the IntelliGrants Grant Management project
- Provide consistent, accurate, and timely information
- Clearly define how the HCR project Manager will communicate cross-agency decisions, questions, and other information to stakeholders

This section identifies and defines communication methods that will be used throughout this project. The communications include:

- Project Status Documents
- Project Planning and Control Documents
- E-mail

- Meetings
- Presentations

Chart of Stakeholders

A key to the success of the communication is clear understanding of the project's stakeholders, their vested interests, and expectations. The following is an example of a chart of stakeholders. The "Stakeholder" column will list the name of the individual and the organization of affiliation. The "Roles & Responsibilities of Stakeholder" column describes the stakeholder's role (underscored) and obligations to the IntelliGrants project. The "Vested Interest" column indicates what the stakeholder will be held accountable for with respect to their role in this project. The "Expectations" column identifies what the stakeholder anticipates from others involved in this project.

Stakeholder	Roles & Responsibilities of Stakeholder	Vested Interest	Expectations

Stakeholder Communication Matrix

This chart identifies communication methods and expectations for the project stakeholders. The Stakeholder Communication Matrix will be updated at start of the project to ensure all the proper roles are defined and assigned requirements for communication. Once defined and accepted Stakeholders are expected and required to meet project obligations.

Communication Method	Stakeholders										
	HCR staffer	Executive Sponsor	HCR Management	Agate Project Lead	Agate Team Members	HCR Project Office Unit Manager	HCR Project Manager	HCR Project Support	HCR Technical Team Lead	Technical Team Member	Agate Customer Support
Change Requests			A	A	A	A	A		A	A	

E-Mail	a	A	a	a	a	a	a	a	a	a	a
Meetings	A	A	A	A	A	A	A	a	A	A	
Project Schedule	M	M	BW	BW	BW	BW	BW		bw	bw	
Project Status Report	M	M	W	W	W	W	W	W			
Resource Allocation Plan			A	A	a	A	A		a	a	
Risk Management Plan			A	A	a	A	A		a	a	
Schedule of Deliverables/ Milestones Report	W		W	W	w	W	W	W			
Test Plan			a	A	A	A	A		A	A	a
Training Plan			a	A	A	A	A		A	A	a

KEY		
Frequency	**Required**	**Optional**
Weekly	W	w
Bi-weekly	BW	bw
Monthly	M	m
Bi-monthly	BM	bm
Quarterly	Q	q
As Needed	A	a

After the key stakeholders for the project are defined the Business Requirements and Gap Analysis takes place. The following approaches outline Agate's Development methodology including capture of Gap Analysis, System Design Development and Configuration.

Development and Implementation Methodology

Although every state is responsible for managing most of the same grant programs provided by the Federal Government, the processes and reporting needs for individual State agencies can be vastly different. Agate Software, Inc. accommodates these nuances with IntelliGrants as a COTS solution that is configurable to meet the specific processes and workflow required by each client.

IntelliGrants includes the Document Designer module and the Report Builder module for enhanced flexibility of the system empowering the HCR staff with additional tools to customize the system without the need for assistance from Agate Software, Inc. The Document Designer module and the Report

Builder module offer product flexibility for the HCR system implementation; however, IntelliGrants will require some customization services to be performed by Agate Software, Inc. to meet all the HCR requirements.

Agate will start the project with onsite project scoping sessions. The sessions will be directed by Agate to clarify the business needs from HCR. The initial onsite meetings with HCR, Agate typically span three to five days. The collected information is compiled to identify initial gaps between the business needs and the COTS IntelliGrants Solution. The Lead Business Analysts are then tasked with identifying options to satisfy the business needs within the COTS product framework.

Following the Gap Analysis phase, a Functional Requirements document and project work plan will be provided to the HCR staff as a comprehensive list of approved activities to be performed with a corresponding timeline of deliverables for a successful implementation. Some of specific areas where development might be required are:

- Initial data migration/conversion
- Integration to the HCR Web Security portal for single sign-on
- Application review and approval process workflow
- Initial business rule set-up
- Grant, contract, and amendment process workflow
- Financial and Progress report creation
- Systems integration

In accordance with the approved project work plan and HCR approval of the Functional Requirements document, Agate Software, Inc. will begin development of the web based grant management system using the IntelliGrants product. All software configuration/development work will be directed by the Agate Project team and will take place at Agate Software, Inc. corporate headquarters in Okemos, MI.

Development Standards

All development resulting from customization requirements will conform to the established Agate Software Coding Standards. These standards assure that all variables are properly dimensioned, code is commented, and proper naming conventions are used. Agate Software coding standards help to establish a pathway for development which further allows a programming team to work cooperatively on a project as a unified, cohesive group. These coding standards follow recommendations made by Microsoft and other authoritative entities for the establishment of solid coding procedures. Agate Software, Inc. integrates industry best practices for application development, tracking and review. This process was developed and refined using numerous years of project management expertise as a foundation and by using the Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) and Software Engineering Institute (SEI) Capability Maturity Model (SEI-CMM) as the baseline sources for all development efforts. Agate Software, Inc. is staffed with highly qualified individuals who hold PMI Project Management Professional certifications.

Database Design

IntelliGrants is a COTS solution leveraging a relational database which supports HCR's requirements including:

- Identifies entities (roles, events, locations, end-user data)
- Identifies relationships (associations between entities using a relationship matrix)
- Identifies cardinality (number of occurrences of one entity for a single occurrence of the related entity)
- Defines primary keys (data attributes that uniquely identify one and only one occurrence of each entity)
- Identifies and maps attributes (fields essential to the system development).
- The Diagram pane presents a graphic display of the tables or table-structured objects that are selected from the data connection. It also shows any join relationships among them
- Includes a comprehensive data dictionary

Software Configuration

All configuration required for this project follows a software configuration methodology adopted by Agate Software to ensure the tasks necessary for this project are completed on time and work properly. This is especially worthwhile to note due to the impact this methodology has on accelerating a project timeline to the benefit of HCR.

Agate programmers begin the construction of a project in a development (DEV) environment. This DEV environment is where Agate personnel will do all of the development work for the project and it will be configured to closely reflect the system on which the system will ultimately reside. All work done on this system will be versioned which will allow the Agate team to retrace their collective development steps if the situation is ever required. Versioning also permits the ability for Agate personnel to make a detailed comparison between files or groups of files throughout the development phase.

Once functionality has been completed, tested, and approved on the DEV environment the corresponding changes will be made in a demonstration (DEMO) environment. The DEMO environment is designed to allow users external to the Agate Software office the ability to access a project. HCR staff will be given a URL that will allow for the review of added and modified grant functionality before it ever gets released to the LIVE site. This DEMO site will allow HCR staff to perform user acceptance testing in parallel with Agate's continued development efforts on additional functional requirements.

Workflow Configuration

Every successful grants management solution must include the ability to define, execute and monitor workflow processes. IntelliGrants accommodates workflow processes such as review and approval relating to grant applications, awarded grants, reporting and much more. Agate Software, Inc. will work with HCR staff to determine the workflow processes and flexibility required for the education grants management system and will configure IntelliGrants accordingly. The flexible workflows also provide autonomy amongst agencies when IntelliGrants is used in Statewide Implementations.

Interface Development

Agate Software, Inc. will perform systems integration, and data migration/conversion services. Agate Software has integrated IntelliGrants with a variety of state data systems. The majority of our implementations have involved interfacing to a state's accounting system for the transfer of approved financial reports or sharing data. Agate Software has chosen our development platform and has designed the IntelliGrants database to be compatible with legacy systems. IntelliGrants can support a wide variety of integration methods, data connections, and data export/import options including flat file or batch file transfer, XML, DTS packages, ODBC, etc. Agate Software, Inc. will use a comprehensive process of designing, building, and testing interface functionality based on the project requirements. Requirements can be refined as needed to preserve a clean object structure. User acceptance testing is performed and minor modifications, cosmetic changes and other user driven changes are completed in a relatively short time period. We will work closely with HCR to document a detailed, thorough plan of the events and milestones involved in the implementation of the interfaces to the new system.

Report Development

IntelliGrants will enable HCR to leverage Agate's experience with education reporting requirements in addition to the creation of custom reports for HCR's internal reporting needs. An IntelliGrants implementation typically involves a combination of report customization and configuration of the Document Designer and Report Builder modules following the same project management and development methodologies included in this proposal.

IntelliGrants is a comprehensive grant program reporting solution capable of generating Federal or State formatted reports, internal HCR reports, or custom queries (Report Builder Module) on-the-fly. IntelliGrants incorporates a great deal of reporting flexibility by leveraging application information readily available in the IntelliGrants database. This additional data allows HCR staff to perform specific application searches, create lists, analyze historical data, and produce any number of additional reports required by the HCR. Agate Software, Inc. will work with the HCR staff to analyze, design, develop and test all internal and Federal reports.

Data Conversion

Agate Software, Inc. will work with HCR staff to determine which data conversion methods will best meet the specific needs of HCR and the grant management system. The result will be a Data Conversion Plan including:

- All files and tables to be built into the new system
- Data sources for those files and tables
- Expected data volumes

- Identification of those conversions where automated conversion tools or programming can be used to significantly reduce data conversion labor
- Roles, responsibilities, and a schedule for the conversion effort

In the execution of the data conversion plan, Agate Software, Inc. and shall be responsible for developing and testing automated conversion programs to support the commencement of live operations. This will include:

- Development of programming specifications
- Coding of conversion programs in accordance with program specifications
- Performance of unit and integration testing of the conversion programs
- Performance of data integrity testing, which includes correcting problems associated with past code changes
- Building any crosswalk file structures required to assist HCR in developing test scenarios and conducting acceptance testing
- Running the conversion programs and assisting HCR with the verification of the converted data in the production environment.

Testing

Agate Software, Inc. uses an iterative process of designing, building, and testing functionality that encompasses progressively larger subsets of the project requirements. User acceptance testing is performed and minor modifications, cosmetic changes and other user driven changes are completed in a relatively short time period. We will work closely with HCR to document a detailed and thorough plan of the events and milestones involved in the implementation of the new system. The plan will involve the following elements:

- Unit Testing
- System and Integration Testing
- Data Migration and Integrity Testing
- User Acceptance Testing
- User Orientation and Training
- Scheduling to minimize disruption to users

These stages are not exclusive and often overlap to some extent. They also may be repeated during the course of a larger education project.

Training

Following configuration of the IntelliGrants web based grant management product HCR staff will be trained by Agate Software, Inc. on how to use it properly. This training will include the knowledge transfer necessary for training other administrators and grantees on how to use the system as well as Document Designer training for creating and modifying applications. This "train the trainer" approach will empower individuals to assist others in the department and will remove the necessity for reoccurring training sessions conducted by Agate Software, Inc. At this point, supplemental materials will be provided that can serve as a starting point for the grantee training process. These materials can be used as is or can be modified by HCR staff to better fit the needs for the training sessions that are planned for the grantees. (Experience has shown that one 4 hour training session is usually sufficient for training grantees on how to initiate and complete a grant application. Training sessions can be scheduled for later dates to address amendments and reporting.) Depending upon the size of the user group, these sessions may be conducted in a variety of ways (auditorium, conference sessions, remote web-based sessions, etc.)

Documentation

All related documentation such as Grantor and Grantee User Manuals can be made available in a chosen format (PDF, MS Word, etc.) and accessed directly from the IntelliGrants solution website. The help text can be determined and added by HCR program staff.

Quality, Risk, Issue and Change Management Plans

Woven throughout into Agate's Project Development and Implementation strategy are plans to manage quality, risk, issues and change. The following sections are provided to outline Agate's Methodologies on these topics. The descriptions are provided at this point in the proposal because they are used throughout the lifecycle of the project.

Quality Assurance Plan

The purpose of this Quality Assurance (QA) plan is to outline the methodologies and organizational responsibilities for managing the quality assurance of any particular project. Parts of this plan (those with an *) will be tailored to fit the specific project while others (no *) will remain unchanged.

A project specific version of this Quality Plan should accompany any Project Plan. The project specific portions of this plan should address key quality assurance milestones as well as repetitive testing and development cycles within the Project Plan.

Quality Checkpoints

As stated earlier, Agate uses the "gate keeper" approach to insuring only tested product is released to the customer's production environment. This approach involves the following developing and testing environments and product movement authorities:

Development Environment (Dev): This is a source safe controlled development environment that requires authenticated access through one of Agate's current Integrated Development Environments (IDE's). The source safe controls allows Agate to insure that only the most current versions of any portion of the total product is forwarded for testing and possible production deployment. Unit testing will be performed in the Dev environment, first by the appropriate developer and then by the assigned tester until the item passes the unit testing test plan/script.

Integration Testing (Demo): This environment is used for integration testing of items which have passed unit testing in Dev. Only the Project Manager/Lead or QA Coordinator is authorized to move items into this testing environment. A Push Package (usually created by the Project Manager or Lead Developer) is also used for moving the items from Dev to Demo to allow for testing the push as well as the product itself.

Staging: For full or first time product pushes requiring complicated and extensive push packages, the staging area will be used as the destination target for the push. Push validation test plans/scripts will be used to insure that all portions of the product were pushed successfully and that the set up or configuration files were installed or set correctly. Normally, final customer acceptance testing will be performed in the Staging area. Only Project Managers or Lead Developers are authorized to develop and use push packages targeting the Staging area.

Pushes to production will be implemented only with tested and approved push packages. Production pushes will be performed by the designated Application and Network Services Manager or his designated assistant. With the exception of a designated backup manager, no one but the Application and Network Services Manager or his designated assistant will have access to any hosted or non-hosted production environments.

Quality Assurance Roles and Responsibilities

Ultimately, QA is the responsibility of the Project Manager. However, when project size dictates, a team member may be assigned as the QA Coordinator and will be given the responsibilities of managing the implementation of the project's Quality Plan. The roles supporting the QA plan are:

Project Manager: Periodically reviews the QA process to insure Agate's QA policies and procedures are being followed. The Project Manager also physically audits the product to insure specification compliance.

Quality Assurance Coordinator: Helps write and maintain use case based test plans and scripts; acts as the 'gate keeper" for allowing new products or modifications to be deployed to the customer's production environment; regularly audits the test plan and script results for completeness; initiates new technology that will improve or expedite sound quality testing; insures testers comply with Agate's QA policies and procedures; and frequently physically audits the product to insure specification compliance.

Testing Specialists: Tests the product or portions of the product using use case test plans and/or testing scripts. Records and logs the results of these tests. The results are then reported via pass/fail to Quality Assurance Coordinator and Project Manager.

Application Developer (or the designated assistant): Responsible for using tested push packages for deploying first time or upgraded products to the customers' production environments and for load testing single or distributed server environments.

Methodologies and Standards

Agate uses the "gate keeper" approach to managing the QA process as mentioned above. Methodologies included within this approach are: use case testing, unit and integrated testing, limit testing, and push package testing. Security testing is also performed as part of the use case testing methodology.

Agate's standards of acceptance are that any product with a functional flaw that will not allow the user to perform the necessary functions of the product will not be deployed until the functional flaw is fixed and verified through testing. Any functional flaw which has a satisfactory work around may be deployed with the customer's agreement. Such deployed flaws will be fixed, tested and redeployed as soon as practical. Any non-functional flaws will be deployed (if time does not permit fixing prior to deployment), noted on a project "Bugs" list, assigned an appropriate priority, and fixed when time is available. Non-functional flaws will also be communicated to the customer as frequently as agreed to with the customer.

Quality Assessments & Reviews

Describe the review processes that will be used to verify quality of project work processes and project work products. Include details on assessments or reviews, when they will be conducted, who will conduct them, scope of review, success criteria, QA reporting formats and review processes.

In addition to the product quality reviews discussed in the previous section, Agate will also periodically assess the Quality Control processes. These processes include the writing of test plans, use case plans/scripts, use of "Bugs" lists, maintenance and completeness of push packages, quality related communications with the customers and appropriate annotation of the source code marking additions and/or modifications.

The primary responsibility for the quality process reviews belongs to the Project Manager who may be assisted by a QA Coordinator if available. These assessments should be made at appropriate bench marked increments on the Project Plan with a minimum occurrence of twice during the life cycle of smaller projects.

Corrective Action Process

Failures found in the QA process will be reported to the Project Manager and resolved through a team QA issue resolution meeting. During this meeting, the causes for the process failure will be defined and appropriate corrections to the process or the users of the process (such as additional training, etc.) will be made. A follow up process review by the Project Manager or QA Coordinator will be performed within two weeks of the resolution implementation. A brief but complete report will be placed in the Lessons Learned archive for use in future projects.

Acceptance Management

Quality of the delivered product will be verified by the customer at the end of each project phase or more frequently if appropriate. The event will include a thorough run through of the product functionality by the customer culminating in the signing of a phase acceptance document. Acceptance documents will be logged and maintained for the life of the engagement.

Risk Management

The Agate Software, Inc will follow a continuous risk management model. The model is used throughout the lifecycle of the project and is a critical component in controlling the project scope, timeline and budget. The Risk Management model consists of 5 phases. The phases are Identify, Analyze, Plan, Track and Control. Each phase has detailed tasks as shown in the following list.

- Identify
    - Identify potential risks
    - Establish risk categories
- Analyze
    - Establish probability and impact definitions
    - Evaluate impact of risks
    - Evaluation probability of risks
    - Rank risks - calculate the exposure
- Plan
    - Select risks to be mitigated
    - Select mitigation strategies
    - Evaluate costs/benefits of mitigation
    - Create tracking and control plan
- Track
    - Track and report status
- Control
    - Take corrective actions
    - Adjust control plan as required
    - Close risks
    - Document lessons learned

This process allows the project team to develop the initial risk management plan. Additionally, the risk management plan will be reviewed on a periodic basis as described in the Risk Review Schedule section.

Risk Management Tools

In the Identify phase, a generic list of potential risks is used to stimulate the identification of specific project risks. Once the initial risks are identified, we will categorize them. The categorized risks will be captured in a Risk Management Worksheet. During the Analyze phase, a Risk Management Worksheet can be used to associate definitions, and to quantify the risk impact, probability and exposure. Mitigation strategies are developed for major risks. The mitigation strategies are captured on the Risk Management Worksheet. Also identified in this phase are the costs necessary for the implementation of the mitigation strategy. These costs will be added to the project budget as contingency funds. In the Track and Control phase, we will use the Risk Action Status Report, which is generated from the Risk Management Worksheet.

The tools to facilitate the risk management process can consist of:

- A risk management worksheet for capturing the risks
- A risk planning worksheet for evaluating and developing mitigation plans
- A risk action status report that will be a part of the project's regular status reporting process, including the mitigation actions and contingency triggers in the project's work plan
- A quantification matrix for determining risk exposure and ranking the risks

The tracking of risk mitigation actions will be done via the project work plan during the status reporting at the project steering committee meetings. The control of the risk plan will be managed by including the triggers for invoking specific contingency actions in the work plan.

Issue Management

This document describes the process the Agate Software, Inc. will follow to manage project issues. For the purposes of this project, issues are defined as something in dispute or something to be decided. The resolution of issues may have an impact on the project's scope or schedule during development, implementation, or maintenance.
The Issue Management process will bring visibility to issues, accountability, and timely resolution of issues. Analysis of the issue will provide data and understanding for a more informed decision. Recording and reviewing issues will prevent the team from forgetting about issues that could adversely impact the project.

Issue Process

The project can use two tools in the process of managing issues. The two tools are the issue form and the issue log. The issue form is used to document and communicate issues to the project manager. The form also serves to record the potential impact, recommendation, estimated effort, and the related management actions. The issues log is used by the project team to track issue status.

Issue Rules

- All issues will be submitted to the project manager, preferably on the issue form

- The project manager will coordinate all activity related to an issue
- All issues will go through an impact analysis
- The project manager may approve issue resolutions having little or no impact to the project. The project manager will notify the project sponsors of these approvals. The project manager will assess when the project can no longer absorb low impact resolutions at which point these issues will be forwarded to the project sponsors for consideration.

Roles within the Issue Management Process

Issue Originator

- Documents the issue as clearly and completely as possible on the Issue Form
- Submits issue form to project manager

Project Manager

- Tracks status of issue in the Issue Log
- Transcribes issue onto Issue Form if necessary
- Clarifies issue if necessary
- Sends issue for impact analysis to analyst
- Forwards issue, impact analysis and recommendation to project sponsor and appropriate ISD management
- Makes necessary updates to project plan
- Keeps issue originator apprised of issue status
- Approves low impact resolution recommendations

Analyst

- Researches and clarifies issue as needed
- Identifies alternative resolutions
- Makes recommendation
- Estimates time and resources required to resolve the issue
- Identifies where added tasks fit into project plan
- Updates Issue Form with impact analysis
- Sends updated Issue Form to project manager
- Updates Functional and Application Specifications as necessary

Project Sponsor

- Reviews issue, impact analysis and recommendation
- Either approves the resolution, denies the resolution or places the resolution on hold
- Ensures any required additional resources are available

Change Management

The purpose of this Change Management Plan is to identify the process by which requested changes to the scope of the HCR project are addressed. When the project was defined, expectations were set as to what the project will produce, the costs involved, and the amount of time and resources required. Any request that changes the scope of the contract will be subjected to a rigorous protocol. Execution of this protocol ensures the impact of the request is quantified and subsequent modifications to the project's deliverables, cost and/or timeframe are approved by the project sponsors, as well as appropriate management.

Two primary tools can be used to manage the change request process. The Change Request Form is used to forward change requests to the project manager as well as record the impact, resolution and approver decision. The project manager can also use a Change Request Log to track the status of change requests.

General Rules of Change Management

- All change requests will be submitted to the project manager, preferably on the Change Request Form
- The project manager will coordinate all activity related to a change request
- All change requests will go through an impact analysis
- The executive sponsor must approve changes involving additional cost
- The project sponsor may approve changes impacting only the project's timeline
- The project manager may approve changes having little or no impact to the project. The project manager will notify the project sponsors of these approvals. The project manager will assess when the project can no longer absorb low impact requests at which point these requests will be forwarded to the project sponsors for consideration.
- Project team members will not unilaterally commit to changes or incorporate changes into project deliverables
- Project sponsors will not commit to any change to project deliverables before the impact of the change is quantified
- End users cannot approve change requests
- Some change requests may require a consensus decision by a user committee. It is the project manager's responsibility to recognize these type requests and coordinate the decision making process with the committee.
- Any change requests remaining in "on hold" status at the end of the project will be addressed in the project's Maintenance Transition Plan
- New change requests and change request status will be included in the project status report
- The time may come in the project when committing resources to perform impact analyses on change requests will negatively impact the project's timeline. The project sponsors will be asked to make a priority decision when this happens.

Roles within the Change Management Process

Requester

- Documents the request as clearly and completely as possible on the Change Request Form
- Submits request to project manager

Project Manager

- Tracks status of change request in the Change Request Log
- Transcribes change request onto Change Request Form if necessary
- Clarifies change request if necessary
- Sends request for impact analysis to analyst
- Forwards change request, impact analysis and recommendation to project sponsor and appropriate management
- Makes necessary updates to project plan
- Keeps requester apprised of request status
- Approves low impact requests

Analyst

- Researches and clarifies request as needed
- Identifies alternative solutions
- Makes recommendation
- Estimates time and resources required to add the change to the project's scope
- Identifies where added tasks fit into project plan
- Updates Change Request Form with impact analysis
- Sends updated Change Request Form to project manager
- Updates Functional and Application Specifications

Project Sponsor

- Reviews change request, impact analysis and recommendation
- Either approves the request, denies the request or places the request on hold
- Ensures any required additional resources are available

Enterprise Scalability

IntelliGrants is designed to be a scalable, enterprise-level solution. At the start, up to 15 programs will be selected for implementation. Additional programs can be added as desired. Added programs can function with their own unique attributes such as reports, business rules, workflow, application forms, etc. Using the IntelliGrants Modules, HCR staff members are able to configure areas such as application forms, application-specific business rules, process workflows, event e-mail notifications, budget categories and details, etc. IntelliGrants modules include the Document Designer module and the Report Builder module for expanding the flexibility of the system and empowering the HCR staff with more tools decreasing the need for assistance from Agate Software, Inc.

Benefits

Agate understands the time involved in managing grant and loan programs. IntelliGrants is focused on reducing the time it takes to perform many of these daily functions. HCR will realize a return on investment in the following areas:

- Integration with IDIS
  - Agate offers a full integration with HUD's IDIS system through an Electronic Data Interface (EDI). IntelliGrants can be configured to generate a wide range of required reports such as the PER, CPER and CAPER. HCR's system will be setup to more effectively track HUD requirements and accomplishments.
- Financial Tracking
  - IntelliGrants provides the ability to fully track and account for all funds within the system through different reports and queries. HCR will able to perform consolidated reporting.
- "One Stop Shopping" for local municipalities
  - Local municipalities will be able to use HCR's new system for all of their community development needs in one central location.
- Reduction of paper
  - Implementing IntelliGrants will reduce the amount of paper involved in HCR's grant management process creating more environmentally friendly grants management.
- Efficiency
  - IntelliGrants is focused on creating efficiencies. Implementing IntelliGrants will save the HCR, local government, and the business community time and money.

Agate understands that the integration of the HCR and NY Homes is a highly critical initiative. We are pleased to have the opportunity to offer IntelliGrants as the HCR's solution for the future. We are confident this project will be a success based on our understanding of HCR's needs, experience in housing grants management, and our continuous interaction with HUD and IDIS.

Intelligrants System Overview

It is our pleasure to present IntelliGrants as our commercial off-the-shelf (COTS), web-based grant management solution to the HCR. Information within this document is intended to support the Executive Summary and Price Proposal. The purpose of this document is to provide a detailed explanation of the implementation of IntelliGrants used to manage HCR's grant programs. In this document, you will find information describing Agate Software, Inc., IntelliGrants, and the many benefits of using IntelliGrants to administer grants electronically.

Agate understands that HCR and nyhomes was recently integrated and that this is a critical time for the HCR. Implementing IntelliGrants will align closely with the goals of all parties involved in this merger by creating streamlined program processes reducing costs for the HCR, local government, and the business community in NY. Implementing IntelliGrants will provide HCR with a robust tool for managing the capital, local and future grant programs. HCR will be able to focus efforts on program monitoring and improvements rather than cumbersome legacy practices.

1. IntelliGrants Features and Functionality

Role-based Security

Every user that logs into an IntelliGrants system has a unique username and password. Using this method allows IntelliGrants to recognize users in the system and provide a very detailed system of permissions. IntelliGrants' flexible role-based security enables HCR administrators to assign HCR defined roles to users ranging from the highest levels of oversight to the most granular levels of management. A high-level administrative role can be assigned to users such as a Governor, or State Legislator allowing them to log into the system and only have access to view reports or grant programs relevant to their role. Security roles can also be configured to access data at the most granular level. An unlimited number of security role types can be created as well as an unlimited number of users assigned to them.

Three (3) Tier Security Level Model

The first level of security in the IntelliGrants system is referred to as system level security. The system security level controls what functionality/options the user has for the My Reports, My Administration and My Dashboard sections of IntelliGrants. It will also determine what help the user is presented on IntelliGrants core system pages.

The next level of security is set at the organization level. The system security role and organization role for grantees is typically the same. However, administrators can have different system and organization security roles if that need arises. It is important that all users, both administrative and grantee; are assigned to an organization and have an organization security role. The organization security role will determine which users have the ability to apply for funding, update organization specific information, and add additional users to the organization.

Initially, a high level grantee user from each grantee organization (typically there is only one per organization) is added to the system by HCR staff. The high level grantee user is typically a role within a grantee organization that is ultimately responsible for the submission of a grant application. This person generally has the authority to make decisions for the grantee organization and enter into binding agreements on behalf of their grantee organization. Once the high level user is added in IntelliGrants, the system can be configured to automatically send an e-mail to the person indicating that their account is now active. The e-mail can contain the web address for IntelliGrants, their username, and the user's randomly generated default password. The high level user can then click on the hyperlink and proceed to login to the system. IntelliGrants will then prompt the high level user upon initial login to change his or her password.

The high level user is tasked with adding their organization staff to IntelliGrants. Organization staff is users within a grantee organization that work with a grant application or will be included on a grant program. Adding organization staff is a simple process; by entering the person's first name, last name, title, e-mail address, and assigning them an organization security role, the user's account is created in the system. A message can then be immediately sent to the user with detailed instructions on how to access the system. This process is nearly identical to how the high level user received his or her access. Like the organization role assigned to the high level user, the organization role assigned to the organization staff determines the user's permissions in IntelliGrants.

This organization security model was developed to allow for flexibility within a grantee organization while also minimizing the workload for those responsible for administering grants. By allowing high level users the ability to create and maintain the accounts of others within their organization, responsibility is eliminated for the HCR. HCR officials maintain only the accounts of the high level grantee users which make up a small subset of the overall system user group.

The third level of security in IntelliGrants is set at the document level. A document in IntelliGrants is defined as a set of data input pages (or form pages) that are used to collect, store and retrieve information from the IntelliGrants database. Documents in IntelliGrants are typically applications/proposals, grants, claims/request for reimbursements, progress reports, quarterly reports, etc. A user's document security level defines what pages they can view and edit.

Grant Application

IntelliGrants allows the HCR to make solicitations available to the general public, or to a targeted list of recipients based on defined business rules and existing system data. HCR can elect to have notifications for upcoming solicitations to be sent to users automatically using e-mail, or mail merge functionality.

Potential applicants do not need a user ID or password to view available grant opportunities, but a user ID is required for an applicant to apply for a grant. To gain a user ID the applicant requests an ID that is validated against all other system IDs to ensure there is not a system duplicate. Once a unique ID is found, the ID is granted to the applicant. After an applicant receives their user ID and password, users from the applicant organization can login to the system and begin the application process.

IntelliGrants makes completing an application simple and straight-forward by essentially walking an applicant through the process of completing each section of the application. Applicants enter information to complete the required application pages including narrative pages, budget forms, demographic information, etc. Each field is checked against the HCR's business rules ensuring the applicant properly completes the required sections of the application. The applications do not have to be completed in one sitting. By clicking the "Save" button on each form page; users/applicants can close the application and return at a later time and complete additional information. IntelliGrants allows multiple users within an applicant organization to simultaneously work on grant applications without difficulty.

IntelliGrants incorporates help screens throughout the application process. The help screens contain information the HCR feels would be valuable to the user. Help screens can be available on each form to assist users as they progress through the system. Help screens can be changed or customized based on the individuals security role.

Application Submission

Web-based access to the system through a standard internet browser

IntelliGrants is a web-based grants management system that allows grant applicants to apply for grants using a standard web browser. A grant applicant logs onto the system with a unique username and password, completes all grant application forms online, and submits the application online once all requirements have been met.

User-friendly interface clearly outlining requirements and next steps for grantees

The application process, facilitated by the user-friendly screens and menus in IntelliGrants, helps to guide users/applicants through the grant application process. Having one centralized system ensures that data can be made readily available to all appropriate users.

Grant Approval

Once submitted the application is assigned a status and moves through the agencies defined application approval process. Below are examples of potential application status designations.

- **Application Received** – The applicant has submitted the application and can no longer modify it. The application has passed initial error checking. It is now ready for HCR to review.
- **Modifications Required** – One or more members of the review team requests that modifications be made to the application. The applicant can edit the sections of the application that require modifications.
- **Application Modifications Received** – The applicant has submitted modifications made to the application and can no longer modify it. It is would now be ready for HCR to review.

- **Application Rejected** – The application has been rejected by HCR. A copy of the application is saved for future reference.
- **Application Cancelled** – The applicant cancelled the application. A copy of the application is saved for future reference.
- **Grant Awarded** – The application has met all of the requirements for a completed application. HCR has authorized funding for the application.

For each step in the application process, business rules must be met to permit movement to the next step in the process. This methodology eliminates errors and validates that all steps within the process are completed before a grant is awarded. After the grant is awarded, funds can be allocated according to HCR policies and procedures.

Grant related documents, such as contracts that require a signature, can be automatically generated using information provided in the IntelliGrants system. This helps to streamline any remaining hard copy documents that are relevant to the process. Agate Software, Inc. will work with HCR staff to determine the exact approval and tracking process desired to configure IntelliGrants accordingly.

Application Review and Scoring

IntelliGrants enables staff members to assign users to review teams and efficiently manage the review process. Every reviewer will have their own security permissions defined in the system based on their unique User ID and Password. Reviews can be setup differently on an application-by-application basis depending upon the HCR's needs.

Prior to being added to a team as a reviewer, users can be required to indicate their acceptance of a confidentiality agreement. Once their acceptance is recorded, IntelliGrants will allow the reviewer access to all pages associated with an application to begin their critique. A reviewer can add review notes to any application page, narrative page or budget section that needs to be reviewed. Each review comment includes the time the comment was made and the name of the person making the comment.

Security within IntelliGrants can be established to prohibit peer reviewers from reading each other's review comments.

Once applications are scored, they can be ranked accordingly for approval decision-making by HCR program staff. Applications that do not meet the review committee's expectations can be required to be resubmitted with recommended changes.

Review Panel

The Review Panel functionality in IntelliGrants allows administrative users to create a panel consisting of a group of multiple types of security roles, and then assign documents (e.g. applications, proposals, RFPs, etc.) to that panel. Security roles can be administrative roles or other grantee roles, such as the case when setting up peer reviews. The Review Panel functionality works independent of the actual review process. Whether the process is scoring and commenting on individual application pages, or filling out a global score sheet, the Review Panel functionality can be used to assign your reviewers.

The Review Panel intuitive interface allows administrative users to construct a panel in three easy steps:

1. Define your properties
2. Add users to the panel
3. Assign documents to the panel

Business Rules and Error Messages

IntelliGrants reduces application mistakes with defined error check functionality. The error check functionality validates entered data against field definitions by searching for errors when the form is saved. All application errors can be validated when the "Check for Errors" button is selected and again upon submission of the application. When IntelliGrants locates a business rule violation in the application, an error message is generated on the page requesting the applicant to fix the issue. IntelliGrants will not allow the application to be submitted until all the errors have been corrected and the business rules have been met.

Business Rules

Business rules are utilized throughout IntelliGrants to ensure that the system meets our client's business process needs. Business rules can be incorporated into any page within IntelliGrants. Agate will work with HCR during the Business Analysis Phase to define business rules and will configure IntelliGrants accordingly.

Client-Side Data Validation

IntelliGrants utilizes Client-Side Data Validation to ensure accuracy on submission of the application. For example, if a user types "phone number" in a field that has been configured for a phone number, upon saving the page the user will be prompted to change the field data to a valid phone number. If the user only types seven digits in the phone number field, the system will prompt the user for 10 digits. This field validation happens with all predefined field types such as dates, whole numbers, real numbers, currency, zip codes, phone and fax numbers, federal employer identification numbers, and any other specialized field types HCR requires.

Large narrative sections within the application where HCR expects paragraphs of information, such as the applicant's grant abstract, the HCR may wish to limit the number of characters entered by these users. IntelliGrants provides users with a character count below the narrative box. The character count also works when a user cuts and pastes text into the narrative field. This helps the user to quickly and accurately sculpt a narrative that adheres to the requirements set forth by HCR.

Server-Side Data Validation

IntelliGrants also authenticates each data entry field via server-side validations. This validation occurs on the web server via ASP.NET technology. This redundant data validation is one of the many ways IntelliGrants ensures grant data is saved as accurately as possible.

Scalability

IntelliGrants is a scalable Commercial Off-the-Shelf (COTS) grants management solution, with the flexibility to handle highly specialized individual agencies and/or encompass multiple agencies within one enterprise-wide grant management portal.

This scalability is possible by leveraging a combination of the IntelliGrants 80/20 model, domain structures, and enterprise reporting capabilities.

IntelliGrants 80/20 Model

IntelliGrants was created by gathering and utilizing best practices from over a decade of grant management experience. These elements have been built into the IntelliGrants product and comprise roughly 80% of any implementation. This 80% core is standardized functionality leveraged in every grant management initiative, and is why our product is considered a COTS product. The remaining 20% of an implementation is focused on configuring the IntelliGrants software to meet specific objectives for an agency or division.

All IntelliGrants implementations start with the 80% standardized core functionality. This standardization sets the foundation for all additional activities and becomes vital when multiple agencies or divisions operate as part of one enterprise-wide grant management portal. The other 20% of functionality is created through form set configuration, workflows, business rules definitions, reviews, benchmarks, financials, and reports for each individual agency's/grant's specific needs.

IntelliGrants 80/20 approach offers a powerful standardized software platform that is configurable to a granular level to meet the requirements of specialized agencies.

Adding New Programs to IntelliGrants

IntelliGrants flexible architecture was designed and tested to accommodate the ever changing needs and objectives of the grant management process. IntelliGrants easily edits or adds new grant programs without code level system changes. The IntelliGrants Document Designer Module offers agencies the ability to edit and/or create new grant programs with the use of a simple graphical interface. This includes modifications to due dates, form sets, workflows, business rules, budget pages and many other objects within the IntelliGrants system.

IntelliGrants Grant Opportunity Portal

The IntelliGrants Grant Opportunity Portal houses a variety of grant-related information and is available to the public. Citizens and organizations can search for grant opportunities by keyword, grant eligibility categories, reoccurrence, departments/agencies, and other categories, and have the option to sign up, or "subscribe", for e-mail notification of newly posted grant opportunities. Administrators can also post events on the calendar and add content pages and hyperlinks to the Site Information section.

Eligibility requirements for the grant

The eligibility requirements let the public know whether or not a particular grant opportunity pertains to them. Eligibility requirements can incorporate some departmental, state, or federal business rules.

Application availability dates

Application availability dates are the time period(s) when the application can be created by an agency/organization. These availability dates precede the application due date (if one exists), and can be used to determine when users are able to work on the grant application. An example statement resulting from the defining of these dates could be: "The application can be requested as early as June 1st and as late as July 31st".

Application due date

The due date is the date by which the grant application must be submitted. After the application due date passes, IntelliGrants has the ability to push the application into a read-only status where grantees can review information but cannot edit it unless an extension is granted by a grant administrator.

Grant contacts

Grant contacts are people associated with the grant program that can be contacted to answer additional questions about the program not addressed in the grant opportunity portal. These are commonly the managers of the grant program.

Default grant term

The default grant term is the time period which a typical grant program runs. This term sometimes corresponds to the state's fiscal year. Depending on the type of grant program, this grant term may change and will often correspond with the goals and timetable set forth in the agency's/organization's grant application.

Grantor

The grantor administers the grant funds (this term can be changed to reflect business roles in the HCR).

Grantor Category

The grantor can be part of one or more categories which are defined by an IntelliGrants system administrator within the HCR. These categories are set by your agency but can include "State Department", "Non-Profit Organization", and "Public Institution".

Description

The description includes information about the grant program as set by the HCR.

Average/Default award amounts

The average/default award amounts can be displayed on the portal if so desired by the HCR.

Features

There are four ways that information can be found about grant opportunities using the IntelliGrants Grant Opportunity Portal:

- A search screen allows the person searching to find information that directly pertains to his/her particular needs
- A grant calendar shows the dates that important pieces of grant information are posted or due
- A subscription feature allows the public to join a mailing list to be notified when postings are made for a particular grant opportunity. An automatic email notification is sent to the user when grant-related information is published by a corresponding grant administrator.

Portal Search

The portal search screen allows the public to search for specific grant opportunities. If the user already has an IntelliGrants account and has logged into the system, the portal automatically uses their associated agency/organization information to filter the search screen.

Grant Calendar

The grant calendar is a visual representation of important dates pertaining to grant opportunities, i.e. when the grant will become available and when various pieces of grant-related data are expected. This calendar can show multiple grant opportunities or a single opportunity and can provide a daily, weekly, monthly, or yearly view.

Registration/Grant Opportunity Subscription

When the person searching has found a particular grant program or multiple programs that they are interested in, they can subscribe to the grant opportunity, various grant opportunity categories, or characteristics. To subscribe, a user must enter an email address. Periodic updates will be sent to this address based on the information they requested.

IntelliGrants Dashboard

The IntelliGrants Dashboard allows users to customize their user experience with client defined panels that are relevant to their daily activities in the system. Users have the option of selecting from a predetermined set of panels from the Dashboards library. A panel is a section of specific functionality that is placed on a users Dashboard. These panels typically consist of interactive maps, various charts, and financial status tracking grids.

Users have the ability to select panels from the library that are relevant to them and also change panels at any time. Users can also select a Dashboard layout based on templates in the system. Panels can also be set as system defaults with the option for users to change default panels.

IntelliGrants Financial and Accounting Functionality

Using system security roles, IntelliGrants has the ability to limit who creates, modifies, views, and executes the accounting activities. The restrictions allow appropriate HCR staff to monitor award amounts, grantee expenditures/ encumbrances against the award, balance of the award, total award remaining, etc. on an ongoing basis.

IntelliGrants enables HCR staff to track grant fund allocations, approval or denial of funding requests, limit the number of budget revisions, or any other financial tracking needs required by HCR. HCR users are able to organize, search, and compile data on a monthly, quarterly, or annual basis for individual grant program reports or roll the information up into a consolidated report, whereby effectively leveraging the financial data residing in the system.

IntelliGrants records adjustments to allocations, budget carryovers, and is able to recapture unused funds. IntelliGrants also accommodates the final/close-out or annual reporting process.

Administrative users can select from any number of accounts that have funding available in order to fund a grant program or individual grants. Multi-year and single year funding can be made available for grants using funding sources from different years.

IntelliGrants has the ability to integrate with many software systems. For example, in Michigan, IntelliGrants is integrated with the mainframe accounting system. A nightly batch process is created in IntelliGrants whereby a text file is sent to the state's accounting system. The state accounting system then records the appropriate information and cuts a check. Once the check is cut, the accounting system relays information (e.g. check number, date, etc.) back to IntelliGrants.

Comments/Notes

IntelliGrants gives users the ability to add comments (or notes) to any application page, narrative page, or budget section for each individual application. Each comment is date/time stamped for audit trail purposes, and includes the name of the person making the comment. Users creating comments (or notes) can set viewing rights by individual user. This functionality allows for additional communication between grantees and HCR staff within IntelliGrants.

Automatic System Message Notifications

Automatic system message notifications may be sent at various milestones throughout the grant lifecycle. These system messages are sent within IntelliGrants as a result of user-triggered events or workflow stages such as the creation of an application, the submission of an application, or a pending due-date that is approaching. System message notifications may also be sent manually by HCR personnel. These system messages are intended to help the user understand action items pertaining to their particular organization. The system message notifications are sent within IntelliGrants and can also be delivered to external email addresses.

My Inbox

A "My Inbox" is located on every user home page. The inbox acts as a personalized system message folder housing user specific notifications and messages. IntelliGrants also tracks all messages sent, received and read creating a full audit history of any/all messages sent and received through the system.

Any message related to a document in the system will contain a hyperlink back to the document of origin. This ensures the email recipient has the ability to access or review the origin document quickly.

Distribution Email Lists

The messaging functionality in IntelliGrants also allows HCR staff to build custom email distribution lists based on user names, security role, organizations or any combination of the three.

My Tasks

The "My Tasks" box works in conjunction with system workflows. Documents (applications, awards, claims, etc.) will appear for users in their "My Tasks" where the document type, document name, current status, date received and due date are displayed. Next to each task is an "Info Icon" that will display instructions based on the current status. "My Tasks" items can be marked as "critical" indicating to the user that an action item must be completed. For example, upon submission of an application, a program manager could receive an automatic system message that the application has been submitted and needs their attention. The program manager would find the submitted application in their "My Tasks" box. Once their tasks concerning the application are completed, the program manager moves the application to the next step in the workflow. The system could then generate an automatic notification to members of the review panel. The message would indicate an application now appears in the reviewers' "My Tasks" and requires reviewer attention.

Data Upload Capability

IntelliGrants provides file upload functionality to support various requirements in different stages of the grant application and/or grant process. The functionality allows the grantees to submit items such as Excel spreadsheets, Word documents, image files, scanned documents, receipts and a variety of other applicable files. This adds functional flexibility to enhance the overall management of the grant application and/or grant process.

HCR has the ability to restrict file types and/or sizes for each upload. For example, a Word document may be identified as the only type of file allowed for upload on an explanation of a job function within the grant application. This functionality presents the grantor additional control of the acceptable content for the grant application.

It is important to note that IntelliGrants, by design, does not operate as a traditional document management system. Document Management systems act as electronic filing cabinets housing static copies of documents for later reference. Uploaded document data is generally only accessible for queries or reporting purposes by manual retrieval. Manually retrieving demographic information, or performance report data from 1,000 individual static uploads is inefficient and time consuming. IntelliGrants has been designed to utilize dynamic form sets that feed information into the IntelliGrants database. Once in the database, information is easily accessed or queried by the IntelliGrants system for powerful, real time, in-depth data gathering and reporting. IntelliGrants was designed using this best practices functionality approach to data storage.

IntelliGrants leverages database driven information storage while offering flexible upload functionality that captures necessary data and provides system management of content that cannot be captured through traditional web-based form submittal.

Reporting

IntelliGrants is a comprehensive grant program reporting solution, capable of generating all required federal or state pre-formatted reports or internal HCR reports. System administrators have the ability to build reports from data within any table in the database. The reporting flexibility IntelliGrants offers can serve a wide variety of financial reporting needs including assisting HCR staff with reconciliation tasks, year-end reporting, and processing delinquency notices.

IntelliGrants enables an unlimited amount of grant tracking data or "identifiers" to be incorporated into the grant application and reporting process. This additional data allows HCR staff to perform specific application searches, create lists, analyze historical data, and produce any number of additional reports required by the HCR.

Examples of "Identifiers" that can be incorporated into IntelliGrants for the HCR's reporting needs include (but are not limited to):

- Application Type
- Applicant Agency

- Application Number
- Project Title
- Reviewers
- Grant Cycle
- Funding Source
- Grant Number
- Check Number

Agate Software will work with HCR staff to determine all the "identifiers" that the system will require during the Business Analysis phase. The IntelliGrants Document Designer Module allows HCR staff to add "identifiers" as needed.

Audit Trails

IntelliGrants was designed with full audit traceability capabilities. User initiated actions such as application status changes, note additions or system messages within IntelliGrants are date/time stamped to include the time the action was executed and the name of the person making the modification. IntelliGrants tracks changes at the field level; recording alterations to fields within the solution by date, time and user. Data is captured prior to the change as well as post change. IntelliGrants displays this information through an end user interface that can be accessed by both grantees and HCR staff.

IntelliGrants enables our clients to meet audit compliance by creating a security role within the system for auditors and letting them perform the audits from within the system.

Versioning

IntelliGrants is designed to allow users to request and make changes to an approved application and/or grant. A copy of the original application is created for the user. Changes to the application can be made and submitted for approval by way of an amendment. If the changes are approved, the newly created copy becomes the approved version. Any data fields that changed from version-to-version can then be viewed for comparison purposes. A report can also be generated to compare the two. If the proposed copy is not approved, the system can automatically roll the application or grant back to its original version.

IntelliGrants Modules

Document Designer Module

The IntelliGrants Document Designer module allows HCR grant administrators to create new documents (applications, proposals, claims, request for reimbursements, progress reports, etc.) and/or modify existing documents. Document Designer was built so that a novice computer user has the ability to create professional-looking forms in very little time. This revolutionary functionality allows an administrator to create a variety of different data entry fields on a variety of different data entry pages. The Document Designer Module eliminates the HCR's reliance on Agate for additional configuration services for creating or modifying applications. The Document Designer module is a solution that will provide the HCR with substantial application flexibility in addition to time and cost savings.

Exclusive features of the Document Designer module are described below:

Easily Duplicate Forms

- Quickly and easily replicate hardcopy forms in an online format
- Unlimited number of applications can be created per grant program
- Unlimited number of forms can be created per application
- Create templates for annual plans to specify goals, objectives, and program uses
- Create templates for budgets and incorporate budget formulas
- Create performance and progress reports
- Declare a form as "multiple," which allows users to easily create and navigate multiple instances of the same form
- Hyperlinks allow forms to be displayed throughout every step of creation

Flexible Design and Formatting

- Ability to incorporate basic HTML to boldface, underline, italicize, or even change text colors
- Insert selection types such as checkboxes, radio buttons, or drop-down lists that include data from other forms in the application
- Ability to create a location for users to upload file(s)
- Ability to count and/or limit the number of characters entered in a narrative field
- Ability to check and correct formatting in specific fields such as email, phone, decimals, and more to ensure accuracy
- Ability to add new content, edit existing content, or delete content from forms

Process Management

- Ability to create and modify workflows for every document type (e.g. application, grant, financial and progress reports, etc.) in the system
- Includes business rules unique to each process flow
- System roles can be defined for each process step to limit access to forms

Report Builder

Ad Hoc-style reporting in IntelliGrants is accomplished using Report Builder. This module will enable administrative staff to build queries from data residing within IntelliGrants' database tables. These queries will produce a resultant dataset that can then be formatted to present professional looking reports in a PDF format. Report Builder functionality allows your system administrators to build queries and reports without vendor assistance. Report Builder is a solution that provides substantial reporting flexibility in addition to time and cost savings for your organization.

2. Annual Support & Help Desk

Agate Software, Inc. provides support associated with IntelliGrants. The annual support agreement offers ongoing support for the IntelliGrants solution including;

1. Live Help desk support (8:00 am - 8:00 pm EST, Mon. – Fri.), our call center is housed and staffed at our Okemos, MI headquarters and can be contacted by e-mail or a toll-free number with any product related questions. The helpdesk can be reached toll free at 800-820-1890.

2. Access to our proprietary, online web based issue resolution tool "ProjecTrax" which is available 24 hours a day, 7 days a week and 365 days a year for problem reporting and project tracking.

3. Weekly pushes (if needed) for patches, bug fixes, system updates, and accelerated pushes for emergency fixes that may be time critical to keep the system operating at an optimum level.

4. Reasonable configuration/modifications required to support service packs/patches provided by third-party vendors in upgrading the web server or database server hardware/software on which the system is installed.

5. Quarterly global updates to the IntelliGrants product which affect all clients on the IntelliGrants platform.

6. Access to optional major upgrades which offer additional system functionality not included in Annual Support. Clients have the option to purchase the new release content/configuration without renewing the license agreement or continue operating with your current system.

7. Updates to technical documentation with any major changes to the IntelliGrants solution which are originated by Agate Software.

Annual Support begins the day the IntelliGrants product is installed in a production environment.

Help Desk Support for HCR Staff

Agate Help Desk is available to HCR staff to answer general questions, report issues, and track bugs related to the use of IntelliGrants and its modules. Help desk staff can assist users in explaining the technical functionality and use of IntelliGrants modules such as:

- How to setup a new security role
- How to create a calculation field on a form
- How to add an automated e-mail notification

- How to modify the process workflow for an application

However, the Agate Help Desk is not to be used as a consulting resource for gathering ideas about designing form sets, configuring process workflows, or recommendations for business rules. Help Desk is also not a replacement for formal training or re-training.

In addition, Agate's help desk should not be confused with the ongoing project management related phone/e-mail support with appropriate HCR personnel (HCR Manager) during the development and maintenance of the system. Agate's designated project manager can be contacted directly to assist in any project-related matters as needed. Those not associated with the project may still call the help desk with any system-related questions.

Help Desk Support for End Users

Agate Help Desk is designed to be the first tier of support for end-users (applicants/grantees) regarding the functional use of the system. Typical questions answered in this capacity include:

- How do I error-check my application?
- How do I upload an attachment?
- Where do I change my organization's address?

For any questions related to HCR's grant programs, Agate Software, Inc. Help Desk staff will direct the grantees to contact their respective HCR grant program manager. This communication could be simply forwarding an email from the end-user asking the question to the HCR program manager, providing the end-user with the HCR program manager's phone number (and showing them where this can be found in the system for future reference), or recording a list of questions by the end-user and forwarding this to the appropriate HCR program manager.

The HCR staff is the grant program experts, our help desk personnel are the IntelliGrants software experts. Questions that will be redirected to the HCR staff regarding grant related (program specific) topics include:

- Under what budget category should the following expense fall?
- Why do I have $x allocated to my project?
- Should I submit an agreement amendment request because of the following reason?

Application Defects

Application defects will be corrected in a timely manner upon proper notification using Agate Software's Help Desk. Agate Software Inc. maintains a log of such defects and will categorize each defect to provide HCR staff an estimated resolution timeline. Application defects will be categorized and resolved as follows:

Severity Level 1 (SL1)

The highest severity is 1 (SL1). A SL1 issue is considered critical and will initially have the highest priority. Examples of this are that the production system is down and normal business processes cannot proceed, more than 90% of the users are affected, or there is no timely workaround that provides the lost functionality. When a SL1 issue call is received, Agate Software will use all available resources to solve the problem as soon as possible (typically less than 4 business hours).

Severity Level 2 (SL2)

A severity 2 (SL2) issue is classified as urgent. The system is up, but not functioning at "normal" capacity. Examples of this are that a major function is not available and it is affecting a significant number of users, the incident causes a severe impact on business regardless of the environment, or no acceptable workaround is available; however, business operations can continue in a restricted fashion. When a SL2 issue call is received, Agate Software will use necessary resources to solve the problem within 1 business day.

Severity Level 3 (SL3)

A severity 3 (SL3) issue is classified as a routine call. It is a minor or intermittent incident occurring and not significantly affecting production. When a SL3 issue call is received, Agate Software will use necessary resources to solve the problem within 5 business days.

Severity Level 4 (SL4)

A severity 4 (SL4) issue is classified as a request or training call. It is a minor request not significantly affecting production. When a SL4 issue call is received, Agate Software will use necessary resources to solve the problem within 30 business days.

Severity Level 5 (SL5)

A severity 5 (SL5) issue is classified as an informational call. It is a minor call for information that does not require an immediate sense of urgency — a task to be completed soon. When a SL5 issue call is received, Agate Software will work with the client to determine the timeframe that resolution should occur.

HCR Specified Changes

Over the course of the contract changes to workflows, documents, reports, security roles, and queries will develop due to policy changes, and/or business needs. For project specific changes HCR has two options to implement system modifications. HCR can use the configuration tools to make the changes to the solution themselves or HCR may contact Agate Software for a quotation to complete the on the required changes. A quotation for the requested changes will be provided to HCR as a Statement of Work that will either be Time and Material or Deliverable based depending on the nature of the request.

Agate Software is available to support all of our customers with Project Management, Development, Configuration and Training services

Appendix 1: Software Requirements for IntelliGrants Users

1. Internet Security

Firewall

Agate Software recommends that database exist on a secure network that is not accessible by external Internet traffic. A firewall should be configured that blocks all incoming traffic to the server except for those ports necessary for the SQL Server to communicate with the Web server. Any additional required ports should be added on a need by need basis.

Ports

The SQL Server should have both SQL ports 1433 and 1434 open for communication with the Web Server.

The Web Server should have ports 80 open for the Web traffic and port 118 for SQL traffic.

Depending upon the external access provided to Agate Software, File Transfer Protocol may require port 21 open on the Web Server.

If the IntelliGrants system uses automatic email notifications SMTP port 25 will be also be necessary.

Secure Socket Layer

The use of SSL encryption may be used if requested by the client. Typically the information being sent to the Web server for the IntelliGrants system is not sensitive data that warrants SSL encryption, however SSL can be implemented if necessary. Agate Software recommends that more emphasis be devoted to the protection of the database and the information contained within, as it exists on the client's network.

Thin-client Solution

Web-based technology offers many, many benefits, one of the most obvious being that it requires minimal hardware and software on the machines of the users. Agate Software recognized this benefit long ago when we began developing Internet applications. IntelliGrants embraces this advantage by imposing only a basic set of software requirements on the users of our systems.

All of the software that is required to use the IntelliGrants system is:

1. Free to download and install.
2. Likely installed on a user's machine.
3. The most common software of its kind available.
4. Compatible with IntelliGrants with little or no modifications.

There are four basic things that are necessary to use the IntelliGrants system.

1. The user should access the system via a Windows 95 or higher or a Macintosh OS 8.6 or higher.
2. The user must have access to the Internet, or more specifically, the World Wide Web. At a minimum, a connection speed of 33.6 Kbps is recommended.
3. The user must have a web browser installed on his or her machine. The IntelliGrants system is compatible with Internet Explorer 5.5 or higher or Netscape 6.1 or higher which are by far the two most common browsers.
4. (Optional)The user might need Adobe Acrobat reader installed on his or her machine if Active PDF has been installed with an IntelliGrants implementation. Adobe Acrobat reader is used to view PDF documents.

Each of the four requirements listed above is described below in more detail.

Requirement: Operating System

Although the operating system requirement comes as a result of our browser requirement, the operating systems recommended for use with the IntelliGrants are Microsoft Windows 95 or higher, or Macintosh OS 8.6 or higher. These operating systems are by far the most common available and are tested by Agate Software programmers. Operating systems such as UNIX and Linux may work with IntelliGrants but cannot be tested adequately without adding undue and unnecessary additional costs to our clients. Therefore these operating systems are not tested for compatibility.

Requirement: Internet Connection

Obviously, in order to use a web-based system, a user must have a connection to the World Wide Web. The IntelliGrants system was designed to allow users with older, slower Internet connections to still use the system effectively. Users connecting via a modem at speeds of 33.6 Kbps have been shown to use the system efficiently.

Agate Software IntelliGrants systems have been used for years now by applicants located in the State of Michigan's Northern Peninsula. Another of our systems has been used by members on Arizona tribal reservations. Both of these user groups have poor Internet connections and yet both have been able to access our systems with little or no inconvenience. During our trainings we have found that even the vast majority of those users that do not currently have a connection to the World Wide Web would rather use our IntelliGrants system at their local library, the home of a friend or family member, or at another Internet-enabled site, rather than continue to submit a variety of paper-based grant information.

Requirement: Web Browser

The most common way to access the World Wide Web is through a piece of software called a web browser. A web browser is what an IntelliGrants user must use in order to access an IntelliGrants system. The browsers compatible with IntelliGrants are Internet Explorer 5.5 or above and Netscape 6.1 and above. These browsers and are, by far, the most common web browsers available.

Browser Types

Agate Software has chosen these browsers because they are the most common, especially for the standard web user. (More advanced web users tend to use alternative browsers and most of those individuals already have access to Internet Explorer or Netscape.) Other browsers (such as Safari, FireFox, Opera, etc.) may work with our IntelliGrants systems but are not as thoroughly tested and are therefore not "officially" supported.

Browser Version Requirements

The World Wide Web is a relatively new technological medium. Advancements in Web-based technology occur frequently. As computers hardware capabilities increase geometrically each year, software capabilities also increase although typically, at a slower pace. Old browser technology cannot support the latest and greatest web functionality that is available. 4.0 Web browsers have been available for over 5 years now. In terms of the lifetime of the World Wide Web that was an eternity ago. The functionality IntelliGrants provides was not possible when these early browser versions were developed. Agate therefore requires that relatively up-to-date browsers are installed on users' machines in order to access IntelliGrants systems. This requirement helps users in other ways as well. By upgrading an Internet browser (both IE and Netscape are freely available) users will improve their browsing for each and every site they visit on the World Wide Web. These upgrades also benefit users by providing significant security enhancements that are made in browser technology.

Agate Software seeks to maximize the usability of our applications and in order to do so must establish a balance between our requirements and our increased functional benefits.

In each of our user trainings we teach users how to find their browser version and how to upgrade to the latest and greatest browser version available. In addition, all of our IntelliGrants applications include the hyperlinks to direct users to the locations of both Internet Explorer and Netscape.

Optional Requirement: Adobe Acrobat Reader

If a client wishes to leverage IntelliGrants' dynamic PDF capabilities for a printable solution, an additional requirement for IntelliGrants would be having Adobe Acrobat Reader installed on a user's machine. Adobe Acrobat Reader is free software that allows users to view PDF (Printable Document Format) documents. Most people that have been working with state government for any period of time have used Adobe Acrobat Reader at some time or another. Adobe Acrobat documents are widely available on the Web and are an excellent way to provide high-quality printable documents that are consistent across operating systems and various printer environments.

In each of our user training we teach users how to download and install Adobe Acrobat Reader and all of our IntelliGrants applications include a hyperlink to download the free Adobe Acrobat Reader. (This must be distinguished from the full version of Adobe Acrobat which costs money.) By downloading and installing Adobe Acrobat Reader users benefit by being able to access PDFs on all other websites as well.

Appendix 3: Sample Training Material

The sample training documentation included in this proposal was prepared for the Pennsylvania Department of Transportation for their implementations of IntelliGrants. This information is intended to serve as an example to the HCR for reference purposes. Agate will provide the HCR with similar training information tailored to the specific needs of the HCR implementation of IntelliGrants.

1. PennDOT Training Synopsis

Purpose

The purpose of this document is to outline the content of the four training segments for eGrants at a high level and to briefly describe the skill sets required for the trainees. Each of the training segment sections below will contain descriptions of the following:

1. Purpose of the training segment;
2. Duration of the training segment;
3. The main topics covered in the training segment;
4. The training environment requirements;
5. The Instructor; and
6. The targeted trainees, their qualifications and required skill sets (optional). The five training segments are:
    - Train-the-trainer for end users;
    - System Administrator training;
    - Administrative training for Agency staff;
    - Power User training for selected individuals; and
    - End User training.

Train-the-Trainer Description

Train-the-trainer training is designed to train Agency staff on how to train future end users of eGrants.

Duration - there are normally two four-hour sessions. The first is for the staff trainers' training. The second is a training session conducted by the Agate trainer with some of the Agency's actual end users.

Objectives and Learning Outcomes

Upon completion of the course, participants will be able to perform:

- User registration and validation;
- Login;
- Initiating applications;
- Navigation through the application;
- Use of on line help;

- Entering and saving data; and
- Submitting the application to the granting agency.

Training Environment The training facility should allow each trainee access to a laptop or desktop PC that has access to the Internet [optionally, if the agency has a training site in their WAN or LAN then only Intranet access is required]. The instructor should have access to the training site and have a PC projector available.

It is strongly recommended that the class size be 15 trainees or less for each session.

Instructor

Agate Software will provide the instructor.

Trainees There are two sets of trainees. The first set is a selected group of agency staff that will be trained to become trainers. Preferably, these trainees should have adequate knowledge of the Agency's processes, adequate presentation skills and a comfortable level of computer experience and knowledge.

The second set of trainees are actual end users that have received Agency grants using the old system and are enthused about converting to an Internet solution. These trainees should be well versed in the Agency's grants, their grant guidelines for applications and comfortable using computers and web browsers.

System Administrator

Description - This training is designed to train selected Agency staff on the various system administrative tasks required for the eGrants system.

Duration - there is normally one four-hour session.

Objectives and Learning Outcomes

- Upon completion of the course, participants will be able to perform:
- User validation;
- Adding persons and organizations to eGrants;
- Minor status changes to eGrants objects;
- Set up the Agency and its staff with their appropriate security roles;
- Add or update the on line help; and
- Set up and maintain funding source accounts.

Training Environment The training facility should allow each trainee access to a laptop or desktop PC that has access to the Internet [optionally, if the agency has a training site in their WAN or LAN then only Intranet access is required]. The instructor should have access to the training site and have a PC projector available.

It is strongly recommended that the class size be 15 trainees or less for each session.

Instructor - Agate Software will provide the instructor.

Trainees - Trainees are a selected group of agency staff that will be trained to manage the eGrants system. Preferably, these trainees should have adequate knowledge of the Agency's processes and a comfortable level of computer experience and knowledge.

Administrative Training for Bureau Staff

Description - Administrative training is designed to train Agency staff on how to use eGrants to perform their various responsibilities and activities.

Duration There is normally one eight-hour session (although it can be divided into two four-hour sessions on different days).

Objectives and Learning Outcomes

- Upon completion of the course, participants will be able to perform:
- Validation of authorized officials for their client organizations;
- The application review process;
- Post grant award management processes (claims, progress reports, amendments and extensions); and
- Management reports and queries.

Training Environment - The training facility should allow each trainee access to a laptop or desktop PC that has access to the Internet [optionally, if the agency has a training site in their WAN or LAN then only Intranet access is required]. The instructor should have access to the training site and have a PC projector available.

It is strongly recommended that the class size be 15 trainees or less for each session.

Instructor - Agate Software will provide the instructor.

Trainees - The trainees are Agency staff who will be using eGrants to perform their job requirements as related to the total grants management process. Others may attend for familiarization training as long as the class size of 15 is not exceeded.

Power Users

Description Power User training is designed to train Agency or IT staff on how to use the eGrants Form Builder, Report Builder and Workflow Management Modules to modify or create new grants for the existing licensed Agency.

Duration - This is typically a contiguous 3-day (24 hour) session.

Objectives and Learning Outcomes

Upon completion of the course, participants will be able to perform:

- Building and modifying grant and application objects;
- Building and modifying grant and application forms, menus and business rules;
- Building and modifying progress reports and claim objects, their forms and business rules;
- Building and modifying management reports and queries;
- Building and modifying funding accounts; and
- Rolling over a grant program from one year to the next.

Training Environment - The training facility should allow each trainee access to a laptop or desktop PC that has access to the Internet [optionally, if the agency has a training site in their WAN or LAN then only Intranet access is required]. The instructor should have access to the training site and have a PC projector available.

It is strongly recommended that the class size be 15 trainees or less for each session.

Instructor - Agate Software will provide the instructor.

Trainees The trainees are Agency or IT staff who are highly skilled in the user of Internet browsers and have a natural affinity for translating paper objects such as forms into a more abstract electronic version. These individuals should be detail oriented and have a history of focused, high quality performance.

End User Training

Description

End User training is designed to train end users of eGrants.

Duration - The end user training normally uses four-hour sessions for each trainee group. Training can be performed in a central location inviting the trainees to travel to that location on their scheduled dates. Or, remote training centers can be used across the State to ease the travel burden of the trainees.

Objectives and Learning Outcomes

Upon completion of the course, participants will be able to perform:

- User registration and validation;
- Login;
- Initiating applications;
- Navigation through the application;
- Use of on line help;
- Entering and saving data; and

- Submitting the application to the granting agency.

Training Environment - The training facility should allow each trainee access to a laptop or desktop PC that has access to the Internet [optionally, if the agency has a training site in their WAN or LAN then only Intranet access is required]. The instructor should have access to the training site and have a PC projector available.

It is strongly recommended that the class size be 15 trainees or less for each session.

Instructor - Agate Software or the Agency will provide the instructor(s).

Trainees The trainees are actual end users that have received Agency grants using the old system and are required to convert to the eGrants system. These trainees should be well versed in the Agency's grants, their grant guidelines for applications and comfortable using computers and web browsers.

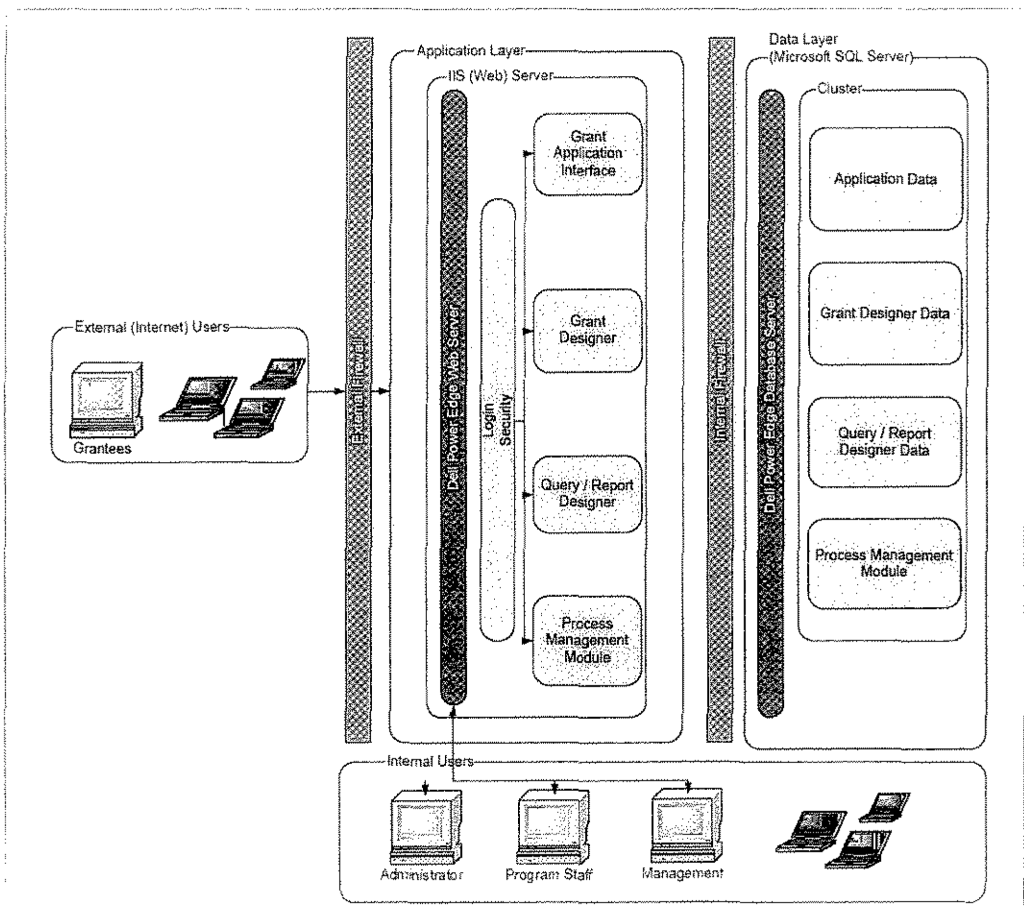
Appendix 4: Technical Specifications and Hosting

1. Agate Software Microsoft Certified Partner Information

Microsoft Certified Partners possess a high degree of competence and expertise with Microsoft technologies, and may demonstrate their proficiency in one or more Microsoft Competencies1. As a Microsoft Certified Partner, Agate has built IntelliGrants using the .Net 3.5 web technology on a SQL Server 2008 database. If Agate hosts your system, there is no need to obtain licenses for .Net or SQL Server. If you host your solution, you will need to possess the required licenses.

Agate Software, Inc.'s Microsoft Certified Partner number is 1121486.

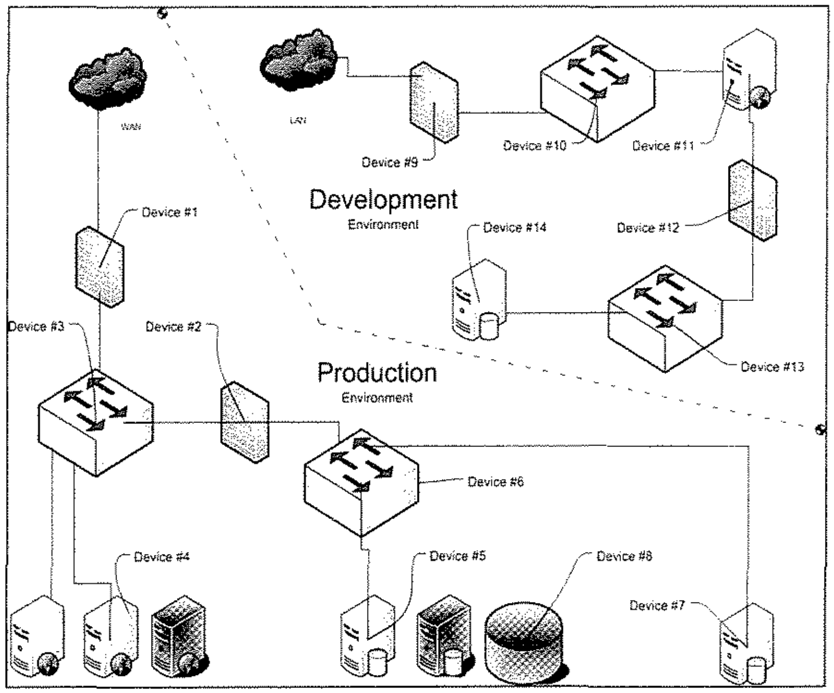
IntelliGrants Architecture Diagram



[1] (Microsoft Corporation)

2. IntelliGrants Network Diagram

The following image and description outlines Agate's recommendation on hardware and software best practices for a client-hosted implementation of the IntelliGrants solution.



Servers:

Device #4 - Production Web Server(s)

- Dell PowerEdge R710 (or equivalent)
- 4GB RAM, 2 Intel Xeon 2.0 Ghx Processors
- 2 Logical Disks (1 – 24GB System Drive, 1 – 48GB Data Drive)
- RAID 5
- Windows Server 2003 R2 (or newer) Web Edition or newer

Device #5 - Production Database Server(s)

- Dell PowerEdge R905 (or equivalent)
- 4GB RAM, 2 Quad Opteron 2.2GHz Processors
- 4 Logical Disks (1 – 24GB System Drive, 1-48GB Data Drive, 1-12 GB Transaction Log drive on its own controller)
- RAID 1
- Windows Server 2003 R2(or newer) Standard Edition
- Microsoft SQL Server 2005 (or newer)

Device #11- Development/Test Web Server

- Dell PowerEdge R710 (or equivalent)
- 4GB RAM, 2 Intel Xeon 2.0GHz Processors
- 2 Logical Disks (1 – 24GB System Drive, 1 – 48GB Data Drive)
- RAID 5
- Windows Server 2003 R2 (or newer) Web Edition or newer

Device #14 – Development/Test SQL Server

- Dell PowerEdge R905 (or equivalent)
- 4 GB RAM, 2 Quad Core Opteron 2.2GHz Processors
- 2 Logical Disks (1 – 24GB System Drive, 1 – 48GB Data Drive)
- RAID 1
- Windows Server 2003 R2 (or newer) Standard Edition
- Microsoft SQL Server 2005 (or newer)

Switches:

Devices #3, #6, #10 & #13 - Gigabit Switches

- Dell PowerConnect 5324
- 10/100/1000 Mbps
- 1 Unit of Rack Space

Firewalls:

Device #1 - External Application Firewall

- SonicWall Pro 5060
- Port 443 – HTTPS (recommended) or Port 80 HTTP (optional), and port 3389 for Remote Desktop administration (if needed)
- 1 Unit of Rack Space
- 409 BTUs

Device #2 - Internal Application Firewall

- SonicWall Pro 5060
- Port 1433 for SQL Server connectivity, and port 3389 for Remote Desktop administration if needed
- 1 Unit of Rack Space
- 409 BTUs

Device #9 - External Application Firewall

- SonicWall Pro 5060
- Port 443 – HTTPS (recommended) or Port 80 HTTP (optional), and port 3389 for Remote Desktop administration if needed
- 1 Unit of Rack Space
- 409 BTUs

Device #12 - Internal Application Firewall

- SonicWall Pro 5060
- Port 1433 for SQL Server connectivity, and port 3389 for Remote Desktop administration if needed
- 1 Unit of Rack Space
- 409 BTUs

Uninterruptable Power Supply: (not shown on diagram)

UPS should be used to supply backup power to equipment physically located together

- Expandable Rack UPS System
- Tripp-Lite SmartOnline Expandable 3U Rack/Tower UPS System
- 9 Units of Rack Space
- 10 KVAs

3. Hosting Environment

Agate has created a co-location partnership with CRT/Arialink Broadband for hosting services. The decision was made to co-locate with CRT based on the best interest of our clients. The physical location of the data center is approximately ten miles from the Agate headquarters. This close proximity provides us with the ability to access our hardware very quickly. Our co-location partnership allows us to focus on our area of expertise (software development) and CRT to focus on theirs (hosting). The following factors were taken into consideration when making the decision to co-locate our datacenter:

- Security
- Performance
- Connectivity
- Bandwidth
- Reliability

Agate's data center which is co-located at:

CRT/Arialink Broadband
1223 Turner Street

Lansing, MI 48906

Agate's data center is accessible to our clients on a 24/7/365 basis. Agate has provided a profile of the co-location data center facilities, networking infrastructure, security provisions, backup and recovery procedures, and disaster recovery plans to ensure client data is protected and is recoverable in case of a system failure.

Entrance Security

- An Electronic Card Swipe is required to enter the locked entranceway
- Second, an alarm code must be submitted for access to the data center door
- A bio-metric hand scan with a corresponding pin number is the third level of protection needed each time an engineer enters the data center

Power Redundancy

- The data center is connected to the public utilities via redundant power grid connections for primary power requirements
- Each hosting cabinet is provided power via a dedicated 20 amp circuit connected to an MGE Comet on-line UPS battery backup and conditioning system
- The online UPS systems are rated to provide hours of uninterrupted backup power for the entire data center
- After 15 seconds of consecutive downtime, our Koehler Diesel generator begins to supply power to the data center
- The facility stores enough fuel on-site for extended run-time of greater than 1 week
- All power outlets utilize Hubbell twist lock receptacles guarding against accidental power loss

Quality Assurance Monitoring

- Includes Managed Escalation Services (24x7x365)
- Provides real-time web based health reporting, trend reporting and remote management
- Email notification of failures
- Admin responds by following pre-written procedures as supplied by client to assist in failure recovery

Back-Up

- Managed backup service to data unit located in the Data Center
- Weekly Full (Data) Backups
- Daily Incremental (Data) Backups
- Up to 50Gb Disk Space

- Additional Disk Space is available if needed
- Off-site backup storage is available upon request

Bandwidth

- 100Mb Full Duplex, Burstable
- The provider guarantees the host management facility utilizes a "dual entrance fiber facility" with a minimum of two competing fiber-optic telecommunication providers.
- The fiber-optic networks connected to the host management facility enters the building in different concealed locations and leaves the facility in a minimum of two diversified geographical paths with a minimum of 500ft of buried and concealed underground cable.
- The hosting center is engineered with enough bandwidth to scale on-demand due to superior fiber infrastructure.
- The network exists as Gigabit Ethernet (1000 Mb/s) as well as an OC3 (155 Mb/s) of online 'lit' fiber.
- The provider has enough dark fiber for ten additional OC12, OC48 or OC192 circuits.
- The provider's utilization is measured using the MRTG (multi-router traffic grapher) suite of SNMP monitoring tools.
- Each customer switch port will be monitored and reported for on-demand review.
- Bandwidth CIR's, the provider strictly monitors and guarantees this bandwidth is available at a minimum level.

Facility Environment

- CRT/Arialink uses Netbotz to monitor key environmental factors like temperature and humidity. Netbotz uses active monitoring, early detection and instant alerting to protect critical assets from environmental conditions such as extreme heat & water leaks, human error, sabotage and virtually everything else in between, from power spikes to radioactive and chemical materials.
- Arialink's data center is connected to the public utilities via redundant power grid connections for primary power requirements.
- Each hosting cabinet is provided power via a dedicated 20 amp circuit connected to an MGE Comet on-line UPS battery backup and conditioning system.
- Arialink's online UPS system is rated to provide hours of uninterrupted backup power for the entire data center.
- After 15 seconds of consecutive downtime, our Koehler Diesel generator begins to supply power to the data center.
- Arialink stores enough fuel on-site for extended run-time of greater than 1 week.
- All power outlets utilize Hubbell twist lock receptacles guarding against accidental power loss.

- Arialink guarantees the host management facility utilizes a "dual entrance fiber facility" with a minimum of two competing fiber-optic telecommunication providers.
- The fiber-optic networks connected to the host management facility enters the building in different concealed locations and leaves the facility in a minimum of two diversified geographical paths with a minimum of 500ft of buried and concealed underground cable.
- Arialink's HVAC system includes a backup system to keep the data center at its proper temperature levels.

Exhibit C: Budget

This project is structured in three phases planned to take place over the course of 42 months. The scope of work under this agreement addresses Phase One which is scheduled to take place during the first 18 months of the engagement. Phase One pricing includes the software and services required to analyze, document and implement up to 15 HCR programs in IntelliGrants. In Phase One, programs will be reviewed to define their level of definition and where they fit best in the implementation schedule.

Phases Two and Three are planned to take place over the course of the 24 months which directly follow the Phase One completion, with each phase taking 12 months respectively. Agate will work closely with HCR during Business Analysis sessions to ensure that the scope of work for Phases Two and Three capture all remaining project requirements.

New York State Homes and Community Renewal Phase One Pricing			
Line Item	**Category**	**Description**	**Price***
1.00	IntelliGrants Core	IntelliGrants Software License Fee to the State of New York Department of Housing and Community Renewal (DHCR).	[redacted]
1.10	Custom Reporting Module	Custom Reporting Module License Fee.	
1.20	Business Analysis	Phase One Business Analysis of DHCR programs. Following the Business Analysis, a detailed Functional Requirements document and Project Plan will be provided to staff as a comprehensive list of approved configurations to be performed with a corresponding timeline of deliverables during Phase One of the project.	
1.30	Configuration	Up to three thousand (3000) hours, resource dependent, allocated to the configuration of IntelliGrants for Phase One. Configuration work based on Business Analysis and Functional Requirements documentation. Includes up to fifteen (15) programs.	
1.40	Management Reports	Up to six hundred (600) hours, resource dependent, allocated for the creation of management reports. Includes up to forty (40) reports.	
1.50	Ancillary Funds	Up to two thousand (2000) hours, resource dependent, to be applied to the following areas: • Additional Grant Programs • Additional Management Reports • Custom Development • Data Conversion • System Integration • Documentation	
1.60	Training Package	Includes up to thirty (30) sessions limited to four (4) hours each. Sessions can be conducted onsite or via the internet. Sessions can be focused on Administrative Users, Grantees, Custom Reporting Module and the Document Designer Module.	
1.70	Annual Support	Includes Help Desk, minor enhancements and product bug fixes. This fee is based on 10% of the implementation costs.	
		Total Phase One Cost	**$ 998,250.00**
*Does not include travel costs			

Professional Services

Role	Hourly Rate*
Project Manager	$ [redacted]
Business Analyst	$
Product Designer	$
Database Administrator	$
Network Specialist	$
Lead Developer	$
Developer	$
Configuration Specialist	$
Configuration Tester	$
Documentation Specialist	$
Product Trainer	$
* Does not include travel costs	

State of New York
Housing Trust Fund Corporation
IntelliGrantsWeb-based Grants Management System Contract

Exhibit D

DESIGNATION OF DEPOSITORY FOR DIRECT DEPOSIT OF HTFC FUNDS

SECTION I (to be completed by Contractor)

Contractor	Contract Title **IntelliGrantsWeb-based Grants Management System Contract**
Contractor Address	Contact Person (Name & Phone #)

The ____
(Name of Contractor's Financial Institution)
has been designated as the depository for all funds to be received from the Housing Trust Fund Corporation (HTFC) resulting from an award under the above Contract or Program.

I certify that all HTFC funds shall be deposited in an account at the above-referenced financial institution, which is covered by federal deposit insurance.

_______________________________ _______________________
Signature of Authorized Representative Date

_______________________________ _______________________
Name of Authorized Representative Title
(Typed or Printed Legibly)

SECTION II (to be completed by Financial Institution)

Name of Financial Institution
Address

Routing Number _ _ _ _ _ _ _ _ _

Account Number _

Account Type Checking Account __ Savings Account __

The account identified above has been established with this bank. All necessary documentation, including a power of attorney where necessary, which will enable this bank to receive funds directly from the Housing Trust Fund Corporation without any endorsement by the payee, has been received and is in this depository's custody. Immediately upon deposit of HTFC funds in the above account, we will notify the Recipient and subsequently provide a copy of the documentation of deposit.

_______________________________ _______________________
Signature of Authorized Bank Officer Date

_______________________________ _______________________
Title of Authorized Bank Officer Telephone Number

Appendix 1

EQUAL OPPORTUNITY REQUIREMENTS

In connection with this Agreement, the Project Recipient agrees to abide by the provisions of Article 15-A of the Executive Law as may be amended from time to time (the "Statute") and the regulations promulgated thereunder by the Division of Minority and Women's Business Development of the New York State Department of Economic Development as may be amended from time to time (the "Regulations"). The Project Recipient also agrees to include the provisions of this exhibit in every contract and subcontract in such a manner that the requirements of the provisions will be binding upon each contractor and subcontractor as to work in connection with this Agreement. The Project Recipient agrees that the Housing Trust Fund Corporation ("Corporation") shall be deemed a third-party beneficiary of the provisions of this exhibit with respect to any contracts and subcontracts thereunder and shall have the full right of enforcement thereof.

1. Cooperation with the Corporation

The Project Recipient shall at all reasonable times make available and provide to the Corporation's Office of Fair Housing and Equal Opportunity (AOFHEO@), the Corporation or its agents all material and documents relating to this Agreement and shall allow the representatives of the Corporation access to the location of the Work and the individuals employed thereon to verify compliance with this agreement.

2. Reports

After the award of this agreement, the Project Recipient shall submit to OFHEO such reports, in form and manner and at such times as is required by the Corporation.

3. Minority and Women-owned Business Participation Goals.

(a) Participation goals have been adopted to ensure the opportunity for meaningful participation of minority and women-owned business enterprises in the Work to be undertaken by the Project Recipient and financed with funds provided by the Corporation. These goals are expressed as a percentage of the total value of all Work under the Agreement. These percentages are _n/a for minority-owned business enterprises ("MBEs") and n/a for women-owned business enterprises ("WBEs"). The Project Recipient agrees to make good faith efforts to achieve these participation goals.

(b) The Directory of Certified Minority and Women-owned Businesses published by the Division of Minority and Women's Business Development of the New York State Department of Economic Development lists the only enterprises which are recognized as minority or women-owned business enterprises for the purpose of meeting the participation goals.

4. Contract Attachment Requirements

Each contract or subcontract entered into by the Project Recipient for the Work shall include the following contract clauses:

a. Equal Employment Opportunity Pledge. The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

b. Policy Statement. As a precondition to entering into this Agreement, the Contractor shall submit an Equal Employment Opportunity Policy Statement to the Corporation. The Policy Statement shall contain and the Contractor shall, during the performance of this Agreement, agree to the following:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(ii) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of state funded contracts, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(iii) At the request of the Corporation, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such employment agency, union or representative will affirmatively cooperate in the implementation of the Contractor's obligations.

c. Minority-owned Business Enterprises/Women-owned Business Enterprises

(i) Good Faith Efforts to Achieve Participation Goals. The Contractor will, and will cause its contractors and subcontractors to take the following good faith actions to achieve the participation goals:

(A) Actively and affirmatively solicit bids for contracts and subcontracts from qualified MBEs or WBEs, including circulation of solicitations to minority and women contractor associations.

(B) Obtain a copy of the Directory of Certified Minority and Women-owned Businesses and solicit bids from MBEs and WBEs in the Directory.

(ii) The Contractor and its subcontractors shall at all reasonable times make available to the Corporation or its agents all materials and documents relating to this Agreement and shall allow the representatives of the Corporation access to the location of the Work and the individuals employed thereon to verify compliance with this Agreement.

(iii) The parties agree as a condition of entering into such contract or subcontract to be bound by the provisions of Section 316 of the Executive Law.

HOUSING TRUST FUND CORPORATION

APPENDIX 2

STANDARD CONTRACT CLAUSES

1. Non-Collusive Bidding Requirement. In accordance with Section 139-d of the State Finance Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to HTFC a non-collusive bidding certification on Contractor's behalf.

2. Independent Contractor. With respect to any activities carried out in connection with this Agreement, the Contractor shall not be the agent of the Corporation nor shall the Contractor represent to any person, foundation, group, organization or government entity that the Contractor is acting as agent for the Corporation or that the Contractor is entitled in any way to act on behalf of the Corporation or to incur obligations on behalf of the Corporation unless expressly authorized to do so by the Corporation in writing. This Agreement shall not be construed as a partnership or joint venture between the Corporation and the Contractor. The Corporation shall not be liable for the action of the Contractor in carrying out this Agreement.

3. Certification of Non-Sectarian Purpose. No funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion.

4. Rules and Regulations. Contractor agrees to comply with the Rules and Regulations of HTFC, as amended from time to time, which are incorporated into and made a part of this Agreement.

5. Requests for Funds. The Contractor shall certify with each request for funds that (a) all statements and representations previously made regarding this Agreement are correct and complete and (b) that the funds do not duplicate reimbursement of costs or services from any other source.

6. Performance Review. HTFC will review Contractor in such manner and at such times as HTFC shall determine for the purpose, among other things, of ascertaining the quality and quantity of the activities performed by Contractor, their conformity to the provisions of this Agreement, and the financial integrity and efficiency of Contractor.

7. Records. Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Agreement (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as HTFC and any other agencies involved in this Agreement, shall have access to the Records during normal business hours at an office of Contractor within the State or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable.

Nothing contained in this Agreement shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

8. Contracts. All contracts entered into by the Contractor for legal, accounting, architectural, engineering, technical, professional, consulting or other services which are to be paid for, in whole or in part, with funds shall be arms-length transactions and shall be entered into only after an appropriate evaluation by HTFC of the experience and qualification of the contracting firm or individual and submission of the Contract to HTFC for approval.

9. Notice of Investigation or Default. The Contractor shall notify HTFC within five (5) days after obtaining knowledge of (a) the commencement of any investigation or audit of its activities by any governmental agency; (b) the alleged default by the Contractor under any mortgage, deed of trust, security agreement, loan agreement or credit instrument, whether executed in connection with the Project or otherwise; or (c) any alleged breach by the Contractor of the terms of any agreement, credit agreement, lease or other instrument executed in connection with the Project. The Contractor shall insure that, in the event of any alleged default under any of such instruments, the mortgagee, secured party, lender or lessor, as the case may be, shall simultaneously send to HTFC a copy of any notice of such alleged default sent to the Contractor, and shall give HTFC a reasonable opportunity to cure such alleged default.

10. Dissolution, Liquidation or Termination. In the event of dissolution, liquidation or termination of the Contractor (whether voluntary, involuntary or by operation of law), this Agreement may be terminated. Such termination shall not relieve the Contractor from liability to HTFC pursuant to paragraph 12 of this Appendix. Where dissolution occurs by operation of law or in accordance with Article 10 or Article 11 of the Not-For-Profit Corporation Law, the Contractor shall obtain the prior approval of HTFC of its plan of dissolution and distribution of assets.

11. Liability on Termination or Expiration. In the event of termination of this Agreement for any reason or upon the expiration of the Period of Agreement, unless Contractor obtains the prior written consent of HTFC to the contrary, all unspent funds held by Contractor shall immediately be returned to HTFC, and HTFC shall have no further liability or obligations under this Agreement, including any obligation to make additional disbursements of funds providing, however, that nothing herein is intended to relieve HTFC of its obligation to pay for services properly performed by Contractor prior to such termination or expiration. Notwithstanding any such termination or expiration, Contractor shall remain liable to HTFC for any unspent funds, the expenditure or use of the funds in a manner or for a purpose not authorized by this Agreement and/or damages as a result of any breach of this Agreement by Contractor. HTFC shall have the right, at any time prior or subsequent to any such termination or expiration, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and/or recover funds, which are unspent, expended or used in an unauthorized manner or for an unauthorized purpose and/or damages sustained by HTFC as a result of any breach of this Agreement by Contractor.

12. No Oral Modification. This Agreement may not be amended, modified or rescinded unless such amendment, modification or recision is in writing, signed by HTFC and Contractor and delivered to both parties.

13. No Waiver. No waiver of any term, provision or condition of this Agreement shall be effective unless the waiver is in writing, signed by the waiving party and delivered to the other party. No waiver of any term, provision, or condition or of any failure to perform any of the terms, provisions, or conditions of this Agreement shall be construed to be a waiver of any other or subsequent breech of any term, provision, or condition or failure to perform any of such terms,

provisions, or conditions.

14. Workers' Compensation Benefits. In accordance with Section 142 of the State Finance Law, this Agreement shall be void and of no force and effect unless Contractor shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

15. Officials not to Benefit. No member of the Legislature of the State of New York, and no public official whether federal, state or municipal, shall be admitted to any share or part hereof.

16. No Arbitration. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. International Boycott Prohibition. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this Agreement exceeds $5,000, Contractor agrees, as a material condition of the contract, that neither Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to this Agreement's execution, such agreement or modification thereto shall be rendered forfeit and void. Contractor shall so notify HTFC and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

18. MacBride Fair Employment Principles. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor stipulates that the Contractor either (i) has no business operations in Northern Ireland, or (ii) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of their compliance with such principles.

19. Confidentiality. All of the reports, information, data, training manuals, policy and procedure manuals, video and audio tape recordings, computer disks and tapes and all other date given to, prepared or assembled by the Contractor under this Agreement (the "Documents") are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of HTFC.

20. Documents. Pursuant to any request by HTFC, or if this Agreement is terminated for any reason, or upon completion of the Services, all finished or unfinished documents, data, studies, surveys and reports, video or audio tapes, training manuals, policy and procedural manuals computer tapes and discs, or any item prepared by the Contractor under this Agreement shall, at the option of HTFC, become its property and the Contractor shall, upon the exercise of such option, be required to turn over such items upon request, and as a condition precedent to the receipt of any compensation or reimbursement due under this Agreement.

In the event the Contractor breaches the requirements of this section by failing to provide such documents to HTFC, HTFC reserves the right to seek any legal remedy available to it which may include an injunction, monetary damages, court costs, attorney fees, and in addition, daily liquidation damages in the amount of $ 1,000.00 until the Contractor is in compliance with this section.

All finished or unfinished documents, data, studies, surveys and reports, video or audio tapes, training manuals, policy and procedural manuals prepared pursuant to this Agreement are works for hire; HTFC shall be the author of such materials for the purposes of copyright, and shall own the copyright to such materials. In the event that materials prepared pursuant to this Agreement are not works for hire as defined by applicable law, Contractor transfers all rights in the copyright of such works, if any, to HTFC.

21. Third Party Participation. This Agreement is intended to secure the services of the Contractor because of the Contractor's ability and reputation and none of the Contractor's duties under this Agreement shall be assigned, subcontracted or transferred without the prior written consent of HTFC. The Contractor agrees that despite any subcontract entered into by the Contractor for execution of activities or provision of services relating to the performance of Services, the Contractor shall be solely responsible for carrying out the Services pursuant to this Agreement. The Contractor shall specify in any such subcontract that the subcontractor or subgrantee shall be bound by this Agreement and any other requirements applicable to the Contractor in the performance of Services, unless HTFC and the Contractor agree to a modification in a particular case. HTFC shall have the right to review any contract between the Contractor and any subcontractor regarding the rendering of services pursuant to this Agreement.

22. Indemnification. To the fullest extent permitted by law, the Contractor shall, at the discretion of the New York State Attorney General's Office, either defend or assist the New York State Attorney General's Office in defending,, indemnify and hold harmless HTFC and its agents and employees from and against claims, damages, losses and expenses, including, but not limited to attorney's fees, to the extent that such action arises out of the negligence or willful misconduct of the Contractor.

23. Non-Liability. Nothing in this Agreement or otherwise shall impose any liability or duty whatsoever on the State of New York, HTFC, the Division of Housing and Community Renewal, or any agency or subdivision of the foregoing (collectively, the State) except as expressly stated in this agreement.

24. Identifying Information and Privacy Notification.

(a) Federal Employer Identification Number and/or Federal Social Security Number. A invoices or State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a State agency must include the payee's Federal employer identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax

administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by any contract or lease. The information is maintained by the Assistant Treasurer of HTFC, 38-40 State Street, Albany, New York 12207 .

25. Service of Process. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon HTFC's receipt of its return by the United States Postal Service as refused or undeliverable. The Contractor must promptly notify HTFC, in writing, of each and every change of address to which service of process can be made. Service by HTFC to the last known address shall be sufficient. The Contractor will have thirty (30) calendar days after its service is complete in which to respond.

26. Severability Clause. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and if this Agreement shall, for any reason, be held to be excessively broad as to term, duration, scope, activity or subject, it shall be construed by limiting and reducing itself as to be enforceable to the extent compatible with the applicable law as it pertains.

27. Entire Agreement. This Agreement, including exhibits and appendices, constitutes the entire Agreement between the parties hereto, and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid, and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties hereto and approved in the same manner as this Agreement. This Agreement shall be governed by, construed and enforced in accordance with the laws of New York State.

28. Representations and Submissions. Contractor certifies that all representation and submission made or given by the Contractor in reference to this Agreement or the request for proposals under which this Agreement was awarded were and remain accurate and valid.

Appendix 3

IntelliGrants™ License Agreement

This Agreement, effective as of 03/11/11, is made by and between Agate Software, Inc. ("Licensor"), a Michigan corporation, located at 2214 University Park Dr., Suite 102, Okemos, Michigan 48864 and New York State Homes and Community Renewal ("HCR"), acting through the Housing Trust Fund Corporation, ("Licensee") located at 38-40 State Street, Albany New York, 12207.

NOW THEREFORE, in consideration of the mutual promises set forth below, Licensor and Licensee agree as follows:

1. License Grant

a. Grant. Licensor grants to Licensee, on the terms and conditions of this Agreement, a non-exclusive license for use, solely by the entities comprising HCR, namely the New York State Division of Housing and Community Renewal, Housing Trust Fund Corporation, State of New York Mortgage Agency, New York State Housing Finance Agency, New York State Affordable Housing Corporation, State of New York Municipal Bond Bank Agency and the Tobacco Settlement Financing Corporation, of the Licensor software and user documentation (collectively "Products") listed in Appendix B. The Products are licensed, not sold. The license is not transferable except as provided herein. Licensor reserves all other rights not expressly granted in this Agreement.

b. Scope of License. The Products will be provided by Licensor as web applications, which will include a collection of files for installation on a web server and one database per application for installation on a database server. Licensee may not make any copies unless Licensee has paid the applicable fees. Products for which Third Party Software Requirements are specified in Appendix A are limited to use with those Third Party Software Requirements, and Licensee is responsible for obtaining any required licenses. If Products are to be used outside of the United States, Licensee must comply with the Export Restrictions set forth in Section 12.

c. Assignment. Licensee may assign its rights under this Agreement to any other legal entity provided such assignment is pursuant to the sale of all or the majority of Licensee's assets, or pursuant to a merger, consolidation, or other reorganization. Licensee shall provide Licensor with written notice of such intended assignment no later than sixty (60) days prior to the intended date of assignment. Any permitted assignee must agree in writing to be bound by the terms and conditions of the Agreement as a licensee and must forward that writing to Licensor, as a condition of a valid assignment. In no event may Licensee assign or transfer any of its rights under this Agreement to any direct competitor of Licensor, or to any other third party except as permitted in this section. Any unauthorized assignment, sublicense, or other transfer by Licensee of this Agreement or the Products shall be void and shall be a material breach of this Agreement.

d. Internal Use. Licensee may use the Products only to process Licensee's own data and only for Licensee's internal operations, as defined in the IntelliGrants Web-based Grant Management System Proposal dated 2/1/2011 and the corresponding Licensee purchase order. Licensee may not use the Products to offer timesharing or other computer based services to third parties, and may not sublicense, assign or otherwise permit use of the Products by third parties other than as permitted in this Agreement.

2. Term and Termination

The license term starts on the Effective Date of this Agreement and continues for a perpetual term unless terminated earlier in accordance with this Section. Licensor may terminate Licensee's license in the event of a material breach, by Licensee of this Agreement or the Contract for Services dated even date herewith between the parties to which this Agreement is an attachment, which is not cured within thirty (30) days after the receipt of notice by Licensor. In the event Licensee uses the Products for other than internal use as described in paragraph 1(d) above, Licensee shall be deemed to have infringed Licensor's intellectual property rights, Licensor may terminate Licensee's license if such infringement is not cured within five (5) business days after receipt of notice by Licensee. The Licensee shall have the right to terminate this agreement for any reason whatsoever upon 30 days written notice to Licensor. In the event Licensee shall so terminate this agreement, Licensee shall remain obligated to pay Licensor for any unpaid fees pursuant to paragraph 11 of Appendix 2 to the Contract for Services dated even date herewith. Upon termination for any reason, Licensee agrees to stop all use of the Products, destroy all copies and certify their destruction to Licensor. Upon termination of the contract and if the Products are actively hosted by the Licensor, the Licensor will provide the Licensee with an extract of all data that has been input into the product within 30 days of notification by the Licensee. The format of the extract is to be defined by the Licensor with the mutual consent of the Licensee and will include a complete definition of data and format.

3. Pricing and Payment

For each Annual Support renewal period and for any other services provided hereunder, Licensee shall pay as invoiced at then-current prices, terms and conditions. Licensee agrees to pay all taxes associated with this Agreement, except for taxes on Licensor's net income. Failure to pay for license fees, service fees, annual support service fees and expenses by their due date shall constitute a material breach of this Agreement. Increases to Annual

Support will be capped at a maximum of 5% per year, unless Licensee agrees to a written proposal to expand the product from the Licensor to include additional grants or processes that increase the product scope and support costs.

4. Support

   a. Support Services. Annual Support includes telephone and e-mail support for questions on the operation of the Products, as well as minor upgrades and patches for the Products. On-site support at any time during the term of this Agreement is subject to Licensor's then-current prices, terms, and conditions. All support is provided on a reasonable efforts basis only, and Licensee acknowledges that Licensor may not be able to resolve every support request. Support services can only be provided if the Product is in use with such Third Party Software Requirements as are specified in Appendix A. Any software patches, documentation, or other items provided as a part of the support services are solely owned by Licensor and will automatically be licensed to Licensee under this Agreement. Licensor will consult with the Licensee about any possible incompatibilities between the minor upgrades and patches and the customizations of the product and receive written approval from the Licensee BEFORE such patches and minor upgrades are applied. Licensor shall have the right to charge additional reasonable fees if Licensor spends time investigating or fixing a problem for Licensee that is not caused by a current standard release of a Product licensed to Licensee. The purchase by Licensee of Annual Support for all licensed Products is a requirement of this Agreement.

   b. Annual Support Renewal Periods. Annual Support will be invoiced thirty (30) days prior to each renewal period with then-current prices and terms of Net 30 days.

5. Installation, Customization, Data Conversion, and Training Services, and Work Products

   a. Any work products produced for Licensee as part of Installation, Customization, Data Conversion or Training Services will become Products licensed under this Agreement and are solely owned by Licensor.

   b. Unless the parties enter into a separate written agreement with respect to Installation, Customization, Data Conversion and Training Services, those services will be performed under the terms and conditions of this Agreement.

      i) Installation. In order for Licensor to install the Products, Licensee will let Licensor use Licensee's system and equipment necessary for installation and testing. Licensee will provide such Third Party Software as is specified in Appendix A.

ii) Customization. If customization services are included in Appendix C, all such customization will be documented in Appendix D.

iii) Data Conversion. Licensee is solely responsible for conversion of its data into the database format required by the Products; however if data conversion services are included in Appendix C, Licensor will provide services for conversion of Licensee's data from any reasonable form to the database format required by the Products.

iv) Training. Training will be provided on-site at Licensee's facility using Licensee's equipment. Training can be customized upon request of Licensee to meet Licensee requirements.

6. Limited Warranty and Remedy

Licensor warrants that it has the right to grant Licensee this license. Licensor further warrants that the first release of each Product installed by Licensor for Licensee will for one year after the date of installation by Licensor perform substantially in accordance with Licensor's then current user documentation. Any unauthorized modifications made to Products by or on behalf of Licensee, or use other than with such Third Party Software Requirements as are specified in Appendix A., invalidates this warranty. Licensor makes no warranty and assumes no responsibility for any third party software licensed to or hardware acquired by Licensee or for any modifications, revisions or enhancements of the Products made by or on behalf of Licensee. Licensor does not warrant that the operation of the Products will be uninterrupted or error-free, or that all errors discovered in the Products can or will be corrected. **LICENSOR'S SOLE OBLIGATION AND LICENSEE'S EXCLUSIVE REMEDY FOR ANY WARRANTY FAILURE UNDER THIS AGREEMENT IS, AT LICENSOR'S OPTION, THE CORRECTION OR REPLACEMENT OF THE NONCONFORMING PRODUCTS OR ALTERNATIVELY, REFUND OF THE INITIAL LICENSE FEE AS STATED ON APPENDIX C.**

7. Warranty Disclaimer

THE WARRANTIES CONTAINED IN THIS AGREEMENT ARE EXCLUSIVE. THEY ARE IN LIEU OF AND LICENSOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

8. Patents and Copyrights

Licensor will, at the discretion of the New York State Attorney General's Office, either defend or assist the New York State Attorney General's Office in defending, and indemnify Licensee, at Licensor's expense, against any claim or suit against Licensee based on an alleged violation of a United States patent or copyright that arises out of Licensee's use of the Products as installed by Licensor and in accordance with this Agreement, and Licensor will pay all costs, settlements, or judgment finally awarded, provided (i) Licensee gives Licensor prompt written notice of any claim; and (ii) Licensee takes such actions as Licensor may reasonably request at Licensor's expense. If a judgment is obtained against Licensee's use of any part of the Products, or if Licensor believes that there is a likelihood of a claim of infringement, Licensor shall, at Licensor's option and expense: (i) modify or substitute the affected Products (but provide Licensee with substantially the same functionality); (ii) obtain the rights to continue use; or (iii) terminate the license and take back the affected Products. In the event of such termination, Licensor will refund the license fees paid for the affected Products, less a reasonable charge for use to the date of termination. In the event the claim or liability could be avoided by the use of a current release, Licensor will provide Licensee with a copy of the current release at no extra charge. Licensor will have no obligation to defend and indemnify Licensee to the extent any claim or liability is based upon: (i) Licensee's continued use of a non-current release of Products, if Licensee has received notice of a claim and a current release has been supplied to Licensee; (ii) modifications, revisions or enhancements to the Products made by or on behalf of Licensee; (iii) work performed to Licensee's specifications; or (iv) use of software not supplied by Licensor but used in combination with the Products. The terms of this Paragraph do not apply to intellectual property licensed or otherwise provided by Licensee to Licensor in order for the purposes of this Agreement to be accomplished. **THIS PARAGRAPH STATES LICENSOR'S ENTIRE LIABILITY FOR PATENT AND COPYRIGHT INFRINGEMENT.**

9. Limitation of Liability

a. Limitation. **EXCEPT AS OTHERWISE PROVIDED IN SECTION 8, "PATENTS AND COPYRIGHTS," AND EXCEPT THAT TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LICENSEE AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO ATTORNEY'S FEES, TO THE EXTENT THAT SUCH ACTION ARISES OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LICENSOR, LICENSOR SHALL HAVE NO LIABILITY FOR THIRD PARTY**

CLAIMS, AND LICENSOR'S LIABILITY AND THAT OF ITS AGENTS, REPRESENTATIVES AND EMPLOYEES TO LICENSEE FOR DAMAGES WITH RESPECT TO THIS AGREEMENT, PRODUCTS, OR OTHER ITEMS OR SERVICES SHALL NOT EXCEED IN THE AGGREGATE THE LICENSE FEES PAID UNDER THIS AGREEMENT. IN NO EVENT SHALL LICENSOR HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST DATA, REVENUES, OR PROFITS, EVEN IF IT HAS BEEN ADVISED ABOUT THE POSSIBILITY OF THE SAME. THE LIMITATIONS AND EXCLUSIONS IN THIS PARAGRAPH SHALL APPLY TO ALL CLAIMS OF EVERY NATURE, WHETHER ARISING FROM CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE. DAMAGES AS LIMITED BY THIS PARAGRAPH IS LICENSEE'S SOLE AND EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT ANY OTHER REMEDY PROVIDED IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

b. Force Majeure. Licensor will not be responsible for any delay or failure in performance caused by acts of God, any government or any other cause beyond Licensor's reasonable control.

c. Licensee Responsibility. Licensee is solely responsible for selecting and using Products and services to meet Licensee's needs and for establishing reasonable backups, accuracy checks, and security precautions to guard against possible malfunctions, loss of data, or unauthorized access. Licensee shall not modify, revise or enhance the Products other than as provided herein, or permit modification, revision or enhancement by third parties.

10. Ownership and Confidentiality

Licensor reserves all rights with respect to the Products under all applicable laws and treaties for the protection of intellectual property, and retains sole ownership of all right, title and interest, including but not limited to patent, copyright, trademark and trade secret rights in the Products, including work products that are the result of Installation, Training, Customization and Data Conversion Services. Licensee agrees that the Products constitute valuable confidential and proprietary products and trade secrets of Licensor. Licensee retains sole ownership of all of its data input into the Products. Likewise Licensee retains sole ownership of any of its copyrighted works provided to Licensor and hereby grants permission to Licensor to create such derivative works as are necessary in order for the purposes of this Agreement to be accomplished. Licensee agrees to take reasonable security precautions to prevent disclosure of Products to third parties and to protect and maintain confidentiality of the Products. Licensor will have the same confidentiality obligations for any specific confidential information Licensee supplies to Licensor, provided Licensee indicates in writing that the information is confidential at the time of disclosure.

Licensee agrees that it shall maintain the copyright and other proprietary rights notices that appear on and in the Products, and that it shall not make any copies or any use of the Products except as expressly set forth in this Agreement; cause or permit unauthorized access, use, copying, reproduction, disclosure, transfer, delivery or distribution by any means of all or any part of any Product; attempt to disassemble, reverse engineer, decompile, translate, modify, or discover the source code of any Product; separate components for use on more than one CPU; or merge all or any part of any Product with another program.

The parties agree that in the event of breach by Licensee of the provisions of this section, in addition to any other remedy the Licensor shall be entitled to seek a temporary restraining order or preliminary injunction from a court of competent jurisdiction to prevent Licensee from engaging in any further unauthorized use or disclosure of the Products.

Licensee may copy the Software in machine readable form for backup and archival purposes only as necessary to support Licensee's internal use of the Software with the Equipment on which use is licensed.

11. General

All Forms and Appendices are incorporated into and made a part of this Agreement by this reference. This Agreement shall be governed by and construed under the laws of the State of New York, exclusive of its choice of law rules. Licensee agrees to sole jurisdiction and venue in any Federal or state court in the State of New York. This Agreement, including its Forms and Appendices, contains the full understanding of the parties and supersedes all other proposals, understandings, samples, models, agreements, warranties, representations, or conditions, written or oral, regarding its subject matter. This Agreement may be amended, modified or waived only in writing signed by the authorized representatives of both parties. Sections 6 through 12 shall survive termination of this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. All notices shall be by personal delivery, by U.S. mail postage prepaid, by Federal Express or similar national delivery service, or by facsimile. Notices to Licensee shall be sent to Licensee's billing address. Notices to Licensor shall be sent to Licensor at the address first given in this Agreement. No waiver of any provision of this Agreement will be deemed a waiver of any other provision or of any subsequent breach or default of the same provision of this Agreement. If any provision of this Agreement is declared by a Court of competent jurisdiction to be invalid, illegal or unenforceable, then that provision shall be severed from the Agreement and the remaining provisions shall remain in full force and effect.

12. Export Restrictions

Products are subject to U.S. export control laws, including the U.S. Export Administration Act and Regulations, and may be subject to export or import regulations in other countries. Licensee agrees to comply fully with all export and import control laws and regulations of the United States and any other applicable country, including end-user, end-use and country destination restrictions.

THE ABOVE TERMS AND CONDITIONS ARE AGREED TO AND ACCEPTED by the parties each through its duly authorized representative.

(Please sign and return two copies. This agreement, any amendments and all future orders are subject to written acceptance at Licensor Headquarters in the State of Michigan.)

LICENSEE:	**LICENSOR:**
New York State Homes and Community Renewal	Agate Software, Inc.
By: Housing Trust Fund Corporation [redacted]	By: [redacted]
[redacted]	Name: Tim Pearl
Title: Assistant Treasurer	Title: President
Dated: 3/15/11	Dated: 3-11-11

APPENDIX A

Third-Party Software Requirements

Licensee shall acquire licenses* for its use of the following third-party software. Licensee's entire rights and obligations with regard to the third-party software are subject exclusively to the terms and conditions of those licenses:

Third-party software includes but is not limited to the following:

1. Microsoft SQL Server 2005 or 2008
2. Microsoft .Net Framework 3.5 SP1
3. Microsoft Chart
4. Crystal Reports 10.5 or higher

*Agate Software will cover the costs of third party software licensing as long as the IG 09 Implementation is hosted by Agate Software

Appendix B

Licensor grants to Licensee a non-exclusive license to the following Software Products and Documentation. The Products are licensed, not sold.

- IntelliGrants IG 09 Web Based Grants Management Product
- IntelliGrants IG 09 Web Based Grants Management Document Designer Module
- IntelliGrants IG 09 Web Based Grants Management Report Builder Module

Appendix C – IntelliGrants Order Form

Refer to the IntelliGrants Web-based Grant Management System Proposal dated 02/01/11 and the corresponding Licensee purchase order.

Details for any required customization services identified after the effective date of this License Agreement will be documented through a mutually agreed to statement of work including scope, timeline and budget. Unless otherwise stated in writing, the terms and conditions of the statement of work(s) are governed by this License Agreement.

Appendix D – Customizations

Details for any required customization services identified after the effective date of this License Agreement will be documented through a mutually agreed to statement of work including scope, timeline and budget. Unless otherwise stated in writing, the terms and conditions of the statement of work(s) are governed by this License Agreement.

Appendix 4

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "AGREEMENT") is made as of this _11_ day of _March, 2011 (the "Effective Date"), among LSG Financial, a Michigan professional services corporation ("ESCROW AGENT"), Agate Software Inc ("CONTRACTOR"), and the New York State Homes and Community Renewal, acting through the Housing Trust Fund Corporation ("DEPARTMENT").

RECITALS

CONTRACTOR and DEPARTMENT have entered into a Contract dated as of an effective date more particularly described in such contract (the "Effective Date") to implement an IntelliGrants Grant Management Product (the "SYSTEM") upon specified terms and conditions; and

To assure the continued availability and usefulness of such SYSTEM, CONTRACTOR has agreed to establish and maintain in escrow with ESCROW AGENT the Software source code and certain documentation therefore.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Deposit in Escrow.

1.1 Within thirty (30) days of the Effective Date, CONTRACTOR shall deliver to ESCROW AGENT a sealed package containing the same current version of the source code for the Software which is owned by the CONTRACTOR or third parties, used by the CONTRACTOR to provide the required services, and is described by the CONTRACTOR as Proprietary Software and Subcontractor Proprietary Software in the CONTRACTOR'S proposal, programmer notes, its database schema and architecture, and its related documentation (collectively, the "Source Materials"). CONTRACTOR shall identify each item in the package and certify the completeness and accuracy of the Source Materials in a letter forwarding the same to ESCROW AGENT, with a copy of such letter to DEPARTMENT. CONTRACTOR shall warrant in its letter to ESCROW AGENT that the Source Materials are not encrypted and are accessible to DEPARTMENT if released under the terms of this AGREEMENT. Immediately upon receipt of the package, ESCROW AGENT shall give notice to DEPARTMENT of such receipt.

1.2 CONTRACTOR shall deliver revisions of the Source Materials, including the Source Code for the Software, to ESCROW AGENT as and when corresponding revisions of the Executable Code for the Software are made. With each such delivery, CONTRACTOR shall warrant in the transmittal letter that the Source Materials are not encrypted and are accessible to DEPARTMENT if released under the terms of this AGREEMENT. At such time as any modifications or revisions to the Source Materials are deposited with ESCROW AGENT, CONTRACTOR shall give written notice of such deposits to DEPARTMENT.

1.3 ESCROW AGENT shall acknowledge receipt of all revisions of or additions to the Source Materials by sending written acknowledgment thereof to both CONTRACTOR and DEPARTMENT.

1.4 Upon receipt of a new revision, ESCROW AGENT agrees to return to CONTRACTOR all such Source Materials from previous revisions as specified by CONTRACTOR in writing to ESCROW AGENT.

2. Release From Escrow.

2.1 ESCROW AGENT shall seven (7) days following receipt of an affidavit, from an officer of DEPARTMENT to ESCROW AGENT sent via certified mail with return receipt requested, that one (1) of the following events has occurred, proceed in stating accordance with the procedure described in Sections 2.3 through 2.7 below if:

2.1.1 CONTRACTOR or the third-party Software owner has made an assignment for the benefit of creditors; or

2.1.2 CONTRACTOR or the third-party Software owner institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind and such petition or proceeding is not dismissed within sixty (60) days after its initiation; or

2.1.3 A receiver or similar officer has been appointed to take charge of all or part of CONTRACTOR's or the third-party Software owner's assets; or

2.1.4 CONTRACTOR or the third-party Software owner becomes insolvent or admits insolvency or a general inability to pay its debts as they become due.

2.1.4 CONTRACTOR or the third-party Software owner terminates its maintenance and support services for DEPARTMENT for the Software or breaches its support and maintenance obligations for the Software for DEPARTMENT, whether due to its ceasing to conduct business generally or otherwise; or

2.1.5 CONTRACTOR or the third-party Software owner fails to make timely payments of fees and other costs required under this Contract.

2.2 DEPARTMENT shall send a copy of the affidavit to CONTRACTOR via certified mail with return receipt requested, simultaneously with its affidavit to ESCROW AGENT. Upon its receipt of the affidavit as provided above in Section 2.1, ESCROW AGENT shall immediately give written notice to CONTRACTOR, attaching a copy of the affidavit to the notice, via certified mail with return receipt requested.

2.3 Upon receipt of such notices in accordance with Sections 2.1 and 2.2, CONTRACTOR shall have thirty (30) days to review DEPARTMENT's affidavit requesting release from escrow as provided for in Section 2.1 above.

2.4 If CONTRACTOR does not give notice to ESCROW AGENT within the thirty (30) days provided in Section 2.3 that DEPARTMENT's request for release from escrow is contested by CONTRACTOR, ESCROW AGENT shall automatically release the Source Materials to DEPARTMENT. The Source Materials shall be used by DEPARTMENT subject to the Contract and solely for support and maintenance for the System within the provisions of the Contract. Delivery of the Source Materials to DEPARTMENT in accordance with provisions hereof shall automatically terminate this Escrow Contract.

2.5 If CONTRACTOR does give ESCROW AGENT notice within the thirty (30) days provided in Section 2.3 that DEPARTMENT's request for release from escrow is contested by CONTRACTOR, ESCROW AGENT shall retain the Source Materials in escrow while CONTRACTOR and DEPARTMENT either:

2.5.1 Settle the dispute among themselves and jointly give notice to ESCROW AGENT in writing of the result; or

2.5.2 Submit the dispute to litigation for resolution in accordance with the terms of this AGREEMENT.

2.6 In the event of litigation, ESCROW AGENT shall dispose of the Source Materials as directed by the court of competent jurisdiction's finding given in writing to all parties.

3. Ownership of Source Material.

3.1 The tangible medium comprising the escrowed Source Materials, but not the source code or technical specifications and other information embodied in such tangible media, shall be in the possession of ESCROW AGENT as soon as such material is received by ESCROW AGENT and at all times until the Source Materials are returned to CONTRACTOR or to DEPARTMENT as outlined in Section 2 above.

3.2 ESCROW AGENT, CONTRACTOR, and DEPARTMENT recognize and acknowledge that ownership of the source code itself shall remain the sole and exclusive proprietary property of CONTRACTOR at all times and that nothing in this AGREEMENT shall be interpreted to deprive CONTRACTOR of any right, title or interest in or to the Source Materials.

3.3 It is expressly understood and agreed that DEPARTMENT's right to obtain the source code and other documentation from escrow is subject to the terms described in this AGREEMENT and that DEPARTMENT shall have no right or claim to CONTRACTOR's proprietary rights in the Software.

4. Storage and Security.

4.1 ESCROW AGENT will act as custodian of the Source Materials until the escrow is terminated. ESCROW AGENT shall establish, under its control, a secure receptacle for the purpose of storing the Source Materials.

4.2 The Source Materials deposited with ESCROW AGENT by CONTRACTOR pursuant to this Escrow Agreement shall remain the exclusive property of the CONTRACTOR, except as otherwise provided in Section 2.

4.3 Except as provided in this AGREEMENT, ESCROW AGENT agrees that:

4.3.1 It shall not divulge, disclose or otherwise make available to any parties other than CONTRACTOR or DEPARTMENT, or make any use whatsoever, of the Source Materials;

4.3.2 It shall not permit any person access to the Source Materials, except as may be necessary for ESCROW AGENT's authorized representatives to perform its functions under this AGREEMENT;

4.3.3 Access to the Source Materials by CONTRACTOR shall be granted by ESCROW AGENT only to those persons duly authorized in writing by a competent officer of CONTRACTOR or as provided herein; and

4.3.4 Access to the Source Materials shall not be granted without compliance with all security and identification procedures instituted by ESCROW AGENT.

4.4 ESCROW AGENT shall, upon DEPARTMENT's request, verify or determine that the Source Materials deposited with ESCROW AGENT by CONTRACTOR do, in fact, consist of those items which CONTRACTOR is obligated to deliver under any agreement.

4.5 ESCROW AGENT shall accept, store and deliver the Source Materials deposited with it by CONTRACTOR, in accordance with the terms and conditions of this Contract.

4.6 If any of the Source Materials held in escrow by ESCROW AGENT shall be attached, garnished or levied upon pursuant to an order of court, or the delivery thereof shall be stayed or enjoined by an order of court, or any other order, judgment or decree shall be made or entered by any court affecting the Source Materials or any part thereof of any act of ESCROW AGENT, ESCROW AGENT is hereby expressly authorized in its sole discretion to obey and comply with all orders, judgments or decrees so entered or issued by any court, without the necessity of inquiring whether such court had jurisdiction, and in case ESCROW AGENT obeys or complies with any such order, judgment or decree, ESCROW AGENT shall not be liable to DEPARTMENT, CONTRACTOR or any third party by reason of such compliance, notwithstanding that such order, judgment or decree may subsequently be reversed, modified or vacated.

4.7 ESCROW AGENT shall provide access to the Source Materials for verification by a third party verification service or by other parties acceptable to the DEPARTMENT and CONTRACTOR.

5. **Termination.** DEPARTMENT and CONTRACTOR may terminate this AGREEMENT by mutual written agreement, giving sixty (60) days notice to ESCROW AGENT. This AGREEMENT may also be terminated in accordance with the terms of Section 2.

6. **Good Faith Reliance.** ESCROW AGENT shall act in good faith reliance upon any instruction, instrument, or signature believed in good faith to be genuine and may assume that any person purporting to give any writing, notice, respect, advice, or instruction in connection with or relating to this AGREEMENT has been duly authorized to do so.

7. **Fees.** ESCROW AGENT shall be entitled to reasonable compensation for performance of its duties hereunder and for establishment of the escrow described herein. CONTRACTOR shall pay for the costs to establish, maintain, and verify the escrow described herein.

8. **Entire Contract.** This AGREEMENT constitutes the entire contract among the parties, including the subject matter hereof and shall supersede all previous communications, representations, understandings and agreements, either oral or written between the parties. This Escrow Agreement is intended to be and shall be treated as an agreement separate and distinct from the Services Contract.

9. **Notice.** Notice will deemed to be given by the parties under the AGREEMENT if in writing and delivered personally or by messenger, by telecopier or facsimile, or mailed by first-class, registered, or certified mail, postage prepaid, to the addresses noted below the signatures on this Contract. Each party will provide notice to the other of changes to such addresses.

10. Governing Law. This AGREEMENT shall be governed by and construed according to the laws of the State of New York. CONTRACTOR and ESCROW AGENT consent to personal jurisdiction in that State. The exclusive venue of any action hereunder, including arbitration (if any), shall be in State courts of New York.

11. Severability. In the event any of the provisions of this AGREEMENT shall be held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this AGREEMENT will remain in full force and effect.

12. Headings. The headings in this Contract do not form a part of it, but are for convenience only and shall not limit or affect the meaning of the provisions.

13. Contract Terms. Capitalized terms not defined in this AGREEMENT shall have the meanings provided in the Services Contract. However, to the extent this AGREEMENT is in conflict with the Services Contract, the terms of this AGREEMENT shall prevail.

14. Bankruptcy Provisions. This AGREEMENT is a contract supplementary to the licensing of the Proprietary Software and Subcontractor Proprietary Software as provided by 11 U.S.C. section 365(n). If the Services Contract, this AGREEMENT or the license of the Source Materials is rejected by the CONTRACTOR or the owner of the Source materials as a debtor in possession or a trustee or by any other person or entity under the U.S. Bankruptcy Code, the DEPARTMENT may elect to retain its rights as provided in 11 U.S.C. section 365(n). The Source materials deposited under this AGREEMENT are an "embodiment" of "intellectual property" as those terms are used in 11 U.S.C. section 365(n).

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the Effective Date.

Housing Trust Fund Corporation	Agate Software Inc.
[redacted]	[redacted]
Name: Frank J. Markowski, Jr.	Name: Tim Pearl
Title: Assistant Treasurer	Title: President / CEO
Date: 3/15/11	Date: 3/11/2011
notice Address: Office of Corporate Finance, 3rd Fl, 38-40 State St., Albany NY 12207	notice Address: 2214 University Park Drive Okemos, MI 48864
Attn: Frank Markowski	Attn: Tim Pearl
Facsimile No.: [redacted]	Facsimile No.: [redacted]