

also being of the absolute essence of this Agreement, that the total maximum compensation that Corecentra may become entitled to and the total maximum sum that County may become liable to pay to Corecentra shall not under any conditions, circumstances, or interpretations thereof exceed \$365,500.00.

4. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
5. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
6. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
7. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

NGORGANIZE, INC. DBA CORECENTRA

KP George, County Judge

Authorized Agent - Signature

Date

Authorized Agent- Printed Name

ATTEST

Title

Laura Richard, County Clerk

Date

REVIEWED:

Information Technology Department

REVIEWED:

Health & Human Services Department

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit 1: Addendum to NGOrganize, Inc. dba Corecentra's Agreement for the purchase of user subscriptions to access Emergency Response & Impact Management Software, executed by the parties on or about December 8, 2020;

Exhibit 2: Corecentra's County-Wide Data Integration, Management, and Reporting Software Phase II Proposal dated March 26, 2021; and

Exhibit 3: Sole Source Letter.

(Remainder of Page Intentionally Left Blank)

EXHIBIT 1

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

ADDENDUM TO NGORGANIZE, INC. DBA CORECENTRA'S AGREEMENT

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and NGServe, Inc. dba Corecentra, ("Corecentra"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, the parties have executed and accepted Corecentra's Revised Proposal and Proposed Statement of Work (the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference, for the purchase of user subscriptions to access the Emergency Response & Impact Management software (the "Software"); and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Scope of Services.** Corecentra shall provide Software and/or services as described in Exhibit A to County.
2. **Time for Performance.** The time for performance of the Scope of Services by Corecentra shall begin with receipt of the Notice to Proceed from County, to be scheduled at a time that is mutually agreeable between the Parties but without reasonable delay.
3. **Term.** This Agreement is effective upon execution by both parties (the "Execution Date"). The Execution Date will serve as the Statement of Work Effective Date (the "SOW Effective Date") as referenced in Exhibit A. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.
4. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.

All travel expenses incurred by Corecentra or Corecentra's subcontractors arising from the performance of services under the Agreement shall be paid by County, only in accordance with County's Travel Policy. A copy of the County's Travel Policy is available upon request. Receipts evidencing travel related expenditures made by Corecentra or Corecentra's subcontractors shall be submitted to the County Auditor's Office:

Fort Bend County Auditor
Attn: Robert Ed Sturdivant
301 Jackson Street, Suite 701, Richmond, TX 77469

5. **Limit of Appropriation.** Corecentra clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Forty-Two Thousand and 00/100 dollars (\$42,000.00), specifically allocated to fully discharge any and all liabilities County may incur. Corecentra does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Corecentra may become entitled to and the total maximum sum that County may become liable to pay to Corecentra shall not under any conditions, circumstances, or interpretations thereof exceed Forty-Two Thousand and 00/100 dollars (\$42,000.00). In no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
6. **Public Information Act.** Corecentra expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Corecentra shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
7. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Corecentra for any reason are hereby deleted. Corecentra shall indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of Corecentra, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Corecentra or any of Corecentra's agents, servants or employees.
8. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Corecentra in any way associated with the Agreement.

9. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
- a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Corecentra verifies Corecentra does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code § 2252.152 Acknowledgment: By signature below, Corecentra represents pursuant to § 2252.152 of the Texas Government Code, that Corecentra is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2252.153.
10. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both Parties.
11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, CORECENTRA ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
12. **Use of Customer Name.** Corecentra may use County's name without County's prior written consent only in any Corecentra's customer lists, any other use must be approved in advance by County.
13. **Software Assurance.** Corecentra represents and warrants that its hardware, software and any related systems and/or services related to its software and/or hardware (collectively, the "Software") furnished by Corecentra to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Corecentra will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of Corecentra's Software infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and Corecentra's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the Parties.
14. **Performance Warranty.** Corecentra warrants to County that Corecentra has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Corecentra will apply that skill and knowledge with care and diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards. Corecentra will utilize industry best practices to deliver products and services within specifications contained in the attached Exhibit A, and agrees to resolve any functional defects identified and reported to Corecentra by County.
15. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls.

16. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
17. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
18. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
19. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. In the case of termination of this Agreement, the County may download, export, or otherwise transfer its data hosted, used, or otherwise stored in systems, products, and services provided by Corecentra at no additional cost to County. County shall be solely responsible for downloading, exporting, or otherwise transferring its data hosted, used, or otherwise stored in systems, products, and services provided by Corecentra.

County further agrees and warrants that it will not provide to Corecentra or otherwise import, transfer, or store in systems, products, and services provided by Corecentra any protected health information (as defined by any applicable Federal and State health information privacy laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, and the Texas Medical Privacy Act of 2001, as amended) in the absence of a Business Associate Agreement or similar instrument that authorizes Corecentra and its directors, officers, employees, contractors, and representatives to create, receive, access, transmit, or maintain protected health information in the course of providing services to or on behalf of the County, provided, however, that any such Business Associate Agreement or similar instrument must satisfy the requirements of any applicable Federal or State law as referenced above.

20. **Reserved.**
21. **Personnel.** Corecentra represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the services required under this Agreement and that Corecentra shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the professional opinion of Corecentra, to perform the services when and as required and without delays.

All employees of Corecentra shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Corecentra or agent of Corecentra who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the services required under this Agreement.

When performing services for the County, Corecentra shall comply with, and ensure that all Corecentra Personnel comply with, all rules, regulations and policies of County that are communicated to Corecentra in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

22. **Compliance with Laws.** Corecentra shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Corecentra shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

23. **Confidential Information.**

- A. Corecentra acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Corecentra or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Corecentra shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Corecentra) publicly known or is contained in a publicly available document; (b) is rightfully in Corecentra's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Corecentra who can be shown to have had no access to the Confidential Information.
- B. Corecentra agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Corecentra uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Corecentra shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Corecentra shall advise County immediately in the event Corecentra learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Corecentra will reasonably cooperate with County in seeking injunctive or other equitable relief in the name of County or Corecentra against any such person. Corecentra agrees that, except

as directed by County, Corecentra will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon County's request, Corecentra will promptly turn over to County all documents, papers, and other matter in Corecentra's possession which embody Confidential Information. Corecentra acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, may give rise to irreparable injury to County that may be inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Corecentra acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content. Corecentra in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

- C. County acknowledges and agrees that Corecentra owns the proprietary rights and Intellectual Property for the subscribed-to and licensed software, that any SOW or contract by and between the parties is not a "work for hire" agreement, and that Corecentra retains all rights, title and interest in and to the Corecentra IP except for the licenses and subscriptions granted hereunder for the term period specified.

For purposes of this Agreement, "Corecentra IP" shall mean all technology and intellectual property, including, but not limited to, data, source code, materials, information, know-how, methods or techniques, whether or not patented or patentable, copyrighted or copyrightable, or trade secrets, that are (a) owned or controlled by Corecentra as of the date hereof, (b) conceived, developed or reduced to practice by employees of, or consultants to, Corecentra after the date hereof and outside of the conduct of the Services, (c) covering or embodied in Services (except to the extent of any County technology or information included therein), or (d) any modifications, improvements and/or derivatives of any technology and intellectual property rights described in (a) – (c) in Intellectual Property section. Corecentra IP shall be solely owned by Corecentra.

Corecentra hereby grants County and its affiliates a limited, non-exclusive, non-sublicensable, non-transferable right to access and use the Services and the deliverables thereof during the term of the applicable Order Form or Statements of Work. The term of the County's license or subscription as described forth above is governed by the applicable Order Form and/or SOW. However, the expiration of such license or subscription shall not imply the expiration of any other provisions herein, unless otherwise noted.

County shall not cause or permit reverse engineering, disassembly, de-compilation or make any attempt to discover the source code of any Corecentra IP. County will not alter or impair any acknowledgement of copyright or other intellectual property rights of Corecentra that may appear in such Corecentra IP. Notwithstanding anything to the contrary in any non-disclosure agreements by and between the parties (each of

which, if applicable, is incorporated as an appendix hereto), County shall not (a) permit third parties to use the Corecentra IP, (b) copy, distribute, assign or resell such Corecentra IP, or (c) rent, lease or loan such Corecentra IP. Only the County's directors, officers, and employees shall be considered authorized users of any Corecentra work product, including Corecentra IP, and County is not permitted to allow non-authorized users to use any Corecentra work product, including Corecentra IP.

24. Termination.

24.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.

24.2. Termination for Default. County or Corecentra may terminate the whole or any part of this Agreement for cause in the following circumstances:

- (a). If Corecentra fails to timely perform services pursuant to this Agreement or any extension thereof granted by the County in writing;
- (b). If either of the parties materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to the other party's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from the party specifying such breach or failure.

24.3. If, after termination, it is determined for any reason whatsoever that Corecentra was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 24.1 above.

24.4. Upon termination of this Agreement, County shall compensate Corecentra in accordance with § 4, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Corecentra's final invoice for said services will be presented to and paid by County in the same manner set forth in § 4 above.

24.5. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Corecentra.

25. **Independent Contractor.** In the performance of work or services hereunder, Corecentra shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Corecentra or, where permitted, of its subcontractors. Corecentra and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges

or benefits of County employment.

Corecentra may not subcontract any part of the Services to any third party, without prior written consent of the County's Information Technology Department, which shall not be unreasonably withheld. If any of the Services are subcontracted (with the consent of the County's Information Technology Department), Corecentra may use third-parties to develop, maintain, host and perform functions as it relates to Corecentra's applications used in providing the Services, provided, however, that such third parties are bound by industry-standard confidentiality and use provisions similar to those herein. Upon consent of County's Information Technology Department, which shall not be unreasonably withheld, Corecentra, in consultation with the County, may use a third-party hosting facility to host Corecentra's applications used in providing the Services for County, including any County data used in Corecentra's applications as delivered to or made available to County. Corecentra shall not be liable for such Subcontractor's acts and omissions in connection with the Services, provided that any subcontractor(s) will be required to comply with all applicable terms of the Agreement. Corecentra shall use the same degree of care in selecting any subcontractor as it would if such contractor was being retained to provide similar services to Corecentra. If any of the Services are subcontracted, Corecentra may subcontract for commonly used hosting services (for the purpose of example only, Google Cloud Platform) which provide, among other products and services, functionality related to data security, privacy, backups, data integrity, and availability, and Corecentra shall not be responsible for any errors, failures, or breaches caused or committed by or otherwise attributable to such third-parties. Any use by Corecentra of the Customer name, logo(s), trademark(s), copyright(s), or the like, permitted by Customer under this Agreement, is not transferable by Corecentra.

26. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
27. **Grant Funding.** Corecentra understands that and acknowledges that this Agreement may be totally or partially funded with federal funds. Corecentra represents and warrants that it is and will remain in compliance with all applicable federal provisions, including those attached as Exhibit "B" attached hereto and incorporated herein for all purposes.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY



Jaime Kovar
Purchasing Agent

12/8/2020

Date

REVIEWED:



Information Technology Department

REVIEWED:



Health & Human Services Department

NGORGANIZE INC. DBA CORECENTRA



Authorized Agent – Signature

ANIRUDH AJITH

Authorized Agent- Printed Name

SECRETARY & TREASURER

Title

NOVEMBER 25, 2020

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 42,000.⁰⁰ are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

Exhibit A: Corecentra's Revised Proposal and Proposed Statement of Work
Exhibit B: Federal Clauses

Exhibit A



Health & Human Services

Next-Generation Management Software

Corecentra Solutions

Revised Proposal for Fort Bend County

PREPARED FOR

Oluwagbenga (Ben) Adesope, Deputy Chief of Health & Human Services

Robert (Ed) Sturdivant, County Auditor

Fort Bend County

PREPARED BY

Anish Nagar

Chief Executive Officer

Corecentra Solutions



October 7, 2020

Fort Bend County
301 Jackson St
Richmond, TX 77469

Dear Ben,

Thank you for your time and thoughts over the last several weeks. Per our discussion last week, we wanted to send over a revised proposal that reflects our mutual interest in beginning the process of data transformation as the ongoing crisis has magnified the need for better tools and technology.

In the attached Scope of Work (Appendix A), we propose a streamlined Phase I project that will provide immediate value to the County's efforts to coordinate its various Health and Human Services activities, particularly in this challenging moment for public health, and lay the foundation for enhanced data standardization, transparency, and auditability across the county. This project would:

1. **Accelerate** aggregation and analysis of performance data across various HHS programs; and
2. **Track** costs, milestones, and tasks at the project/program level; and
3. **Link** results and expenditures from HHS to corresponding budget & funds

The core operational benefits would include:

1. **Centralized digital data management** & tracking across projects, regions, and departments
2. Real-time financial and social **performance analytics** with robust standard dashboards
3. **'Self-service'** access to granular, accurate, and timely data for departmental leaders & managers
4. Highly scalable & flexible digital infrastructure designed for **rapid-response initiatives**

We have also included suggestions for future work beyond Phase I to address critical needs related to comprehensive data aggregation, seamless integration of 'niche' IT systems, and resource & financial tracking across the county. At full deployment, Corecentra would allow county leaders to i) receive real-time updates to make proactive decisions and ii) leverage insights to improve services.

As a Fort Bend County-based company, we are proud to offer this six-month Phase I (including a 10-week implementation process) to the County for \$42,000, which represents an **~90% savings** based on our standard prices. As Fort Bend taxpayers, we intend to minimize costs to the County as much as possible.

We are standing by to answer any questions or provide additional information. Please do not hesitate to contact me at anish.nagar@corecentra.com or (281) 685-3265. Thank you for your time and attention.

Warm Regards,

Anish Nagar
Chief Executive Officer, *Corecentra Solutions*



Table of Contents

Company Overview	4
Emergency Response & Impact Management (ERIM) Overview	5
Appendix	6
Appendix A. Scope of Work	6



Company Overview

Founded by Rosenberg-based entrepreneurs, Corecentra is a Software-as-a-Service company with a strong mission orientation: to provide cutting-edge software tools to organizations that are focused on improving lives & communities.

Corecentra offers ready-to-use, cloud-hosted tools that can be deployed within 48 hours. The software is a scalable platform with purpose-built functionality for large, matrixed organizations, but also allows for customizations (including new features, modules, and integrations) to be implemented within days and weeks (vs. legacy systems that consume months or years). The intuitive User Interface (UI) and robust support from our team allows for rapid adaptation by your user groups.

Corecentra's underlying digital foundation, a proprietary software framework, enables rapid deployment, customization, integration, and continuous enhancement. Corecentra's technical advantage comes from the adaptability of its digital structure: while its ready-to-use features provide expansive and well-designed management solutions, the software also maintains flexibility to add enhancements and integrations for scalability without compromising the intuitive interface or requiring expensive jerry-rigged workarounds. Our goal is to ensure that current and future needs will always be met as your organization and operations evolve.

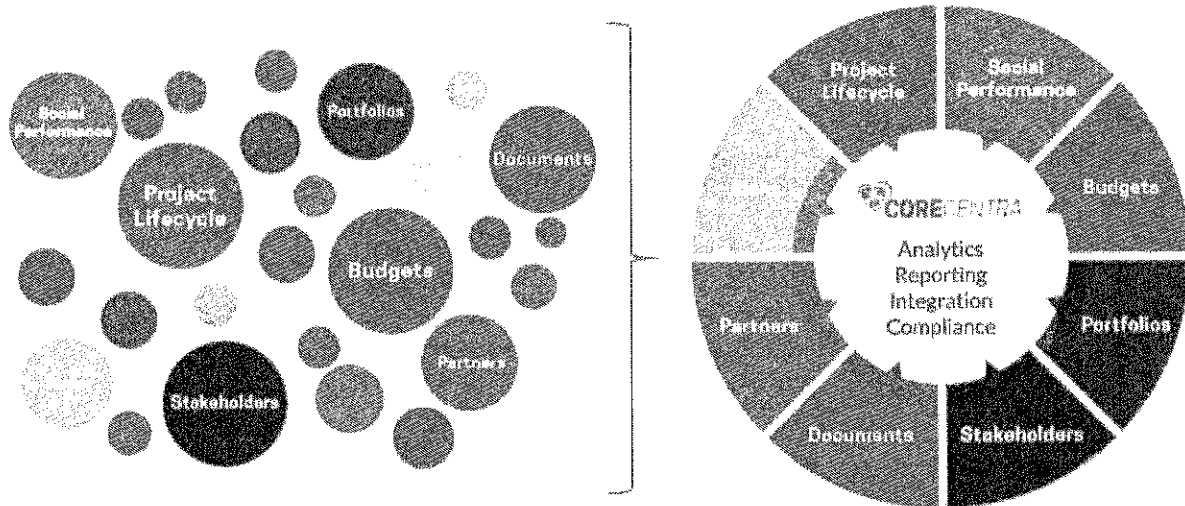


Figure 1.1: Corecentra upgrades the capabilities of legacy systems, breaks down barriers for the flow of information across previously siloed data sources, and fills functional gaps not covered by existing systems.



Emergency Response & Impact Management (ERIM) Overview

Powered by the Corecentra software engine, ERIM is a cutting-edge platform designed for organizations with significant emergency management responsibilities *in addition to* an expansive set of non-emergent services and mandates.

Corecentra's ERIM platform can easily manage and integrate the array of different operating components while automating the time-consuming, complex, and mission-critical tasks, including:

- Portfolio fund contribution and disbursement with seamless links to project management
- Budget & expenditure tracking (at a program, project, and service level)
- Supply logistics and distributions
- Operational tasks with multiple 'moving parts' and contributors
- Community partner & aid contributor management
- Documents & image tracking for claims purposes
- Real-time monitoring & analysis of impact (i.e. results & outcomes of every dollar spent)

As part of our contribution to the COVID response, we can also make available through ERIM several dedicated features to support contact tracing efforts and generate actionable insights of at-risk people, infections, community spread, localization, concentration, and trends and projections.

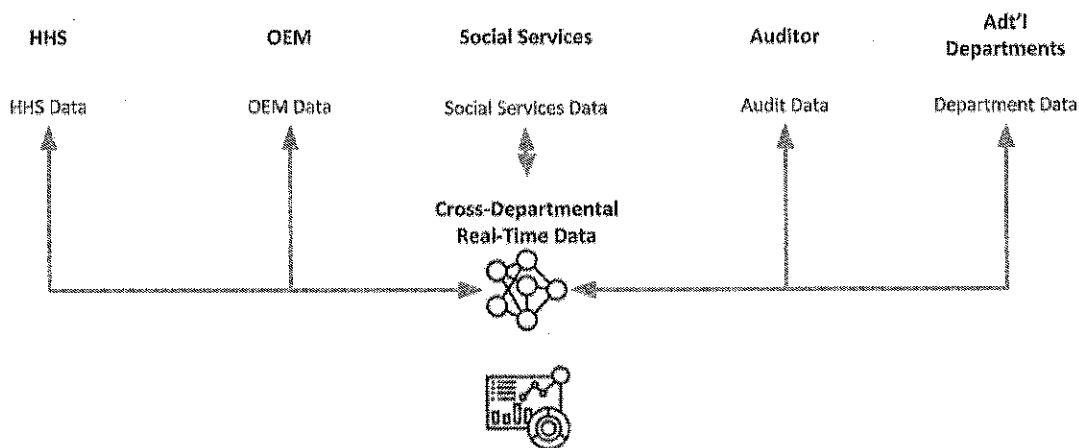


Figure 1.2. Departmental data can be connected and shared in Corecentra's proprietary Quantified Narrative™ workflow, transforming the organization from 'data silo' model to an integrated & automated data-sharing model. The benefits are clear: organizational-wide transparency, real-time & accurate data for decision-making, and increased cross-departmental communication and collaboration.



Appendix

Appendix A. Scope of Work

Enclosed.

Health & Human Services Data Management

Phase I Project for Fort Bend County

Proposed Statement of Work

Prepared for: **Fort Bend County**
301 Jackson St
Richmond, TX 77469

Fort Bend Contacts: Robert (Ed) Sturdivant
County Auditor

Oluwagbenga (Ben) Adesope
Deputy Chief of Health & Human Services

Prepared by: **Corecentra Solutions**
5723 Euclid Loop
Rosenberg, TX 77469

Corecentra Contacts: **Anish Nagar, CEO**
anish.nagar@corecentra.com
281-685-3265

Ani Ajith, CFO
ani.ajith@corecentra.com
832-729-2906

This document includes sensitive, confidential, and/or proprietary information related to NGServe, Inc. dba Corecentra and Fort Bend County. This document and its contents may not be disseminated, disclosed, or discussed with anyone outside the Parties (as defined herein) without written approval of both Parties.

Table of Contents

STATEMENT OF WORK	3
OVERVIEW	4
Background, Purpose, General Scope	4
County Scope & Activities	4
User Subscriptions	5
DETAILED SCOPE	5
ERIM Base Modules	5
Advanced Itemized Tracking Workflow	6
Suggested Configurable Options	6
Intelligent Notification & Alerts	6
Fund Allocation Approval & Review Workflow	6
Custom Analytics & PDF Reports (2x)	6
COVID-19 Module with Analytics Dashboard	6
RESOURCES, TIMELINE, AND PRICING	7
Resource Requirements	7
Timeline	8
Pricing and Fee Schedule	9
Potential Future Change Orders: Suggested Configurable Options	10
Risks	10
ASSUMPTIONS	10
Resources & Access	10
Work Location And Resources	11
CHANGE CONTROL	11
Change Control Policy	11
SOFTWARE RIGHTS & INTELLECTUAL PROPERTY	12
INVOICING CONTACT	13
APPROVALS	13
EXHIBIT A: ERIM Base Module Descriptions	15

This document includes sensitive, confidential, and/or proprietary information related to NGSorganize, Inc. dba Corecentra and Fort Bend County. This document and its contents may not be disseminated, disclosed, or discussed with anyone outside the Parties (as defined herein) without written approval of both Parties.

STATEMENT OF WORK

This Statement of Work ("SOW") is effective as of [SOW Date of Execution] (the "SOW Effective Date") and is entered into by and between Fort Bend County ("Fort Bend County" or "County" or "Customer") and NGOrganize Inc. dba Corecentra (together with its subsidiaries and affiliates, "Corecentra" or "Contractor"), collectively the "Parties."

We anticipate that this SOW will be subject to the terms and conditions contained in a Master Services Agreement or other definitive contract by and between the Parties (the "Agreement"), and recommend that this SOW be incorporated into and made a part of the Agreement on the date of the Agreement's execution. In the event of any conflict or inconsistency between the terms of this SOW and the terms of the Agreement, the terms of this SOW shall govern and prevail.

In accordance with and subject to the provisions of this SOW and the Agreement, Corecentra will provide the County with access to its Emergency Response and Impact Management software ("ERIM"), deliver deployment services, support and other services to the County for the duration of the SOW Term (as defined below) (collectively, the "Services"). Satisfactory execution of the SOW is conditioned upon each of the Parties meeting the conditions, requisites, requirements, expectations and responsibilities listed hereunder. Along with any and all customizations, source code, designs and documents that are referenced in this SOW, ERIM is the sole intellectual property of Corecentra.

Pricing and payment terms for the Services in the SOW are outlined in the Fee Schedule below. The term of this SOW shall expire six (6) calendar months from the SOW Effective Date (the "SOW Term").

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1.0 OVERVIEW

1.1. Background, Purpose, General Scope

Based on our conversations to-date, we understand that the County is facing challenges viewing and understanding cross-departmental and cross-functional team data (e.g. data exchanged between the Auditor and HHS, cross-team allocations & expense data, etc.).

Following a preliminary organizational, systems, and process review, Corecentra has identified challenges and opportunities for improvement. This SOW is designed to address some high-priority and high-severity issues. As a result, Corecentra is recommending this scope of work (and the associated timeline, resourcing, and pricing) to provide a expedited Phase I deployment of the following **critical-need capabilities**:

- Deploy the Corecentra ERIM base software and its base modules; and
- Deploy Corecentra's Advanced Itemized Tracking Workflow functionality to provide a deeper view of itemized costs, tasks, and milestones relative to budget and project plan.

The County will also have the option to effect Change Order(s) (as defined below) to execute the following Suggested Configurable Options (as defined below) that are not within the Phase I scope, as well as other changes as contemplated and mutually agreed upon by the Parties:

- Intelligent Notification and Alert Center
- Fund Allocation Approval and Review Workflow
- Custom Analytics & Reporting Dashboard PDF Reports (2x)
- COVID-19 Module with Analytics Dashboard

1.2. County Scope & Activities

To ensure a successful and timely completion of the work contemplated herein, the following is a list of the required scope and activities for the County:

- Provide Executive Sponsorship to address management or contract-level decision
- Provide a Project Lead to coordinate Project Management activities
- To meet the County's On-Premise hosting requirements, provide authorized access to an environment to install ERIM software and/or dedicated technical staff to perform/coordinate the set-up and installation
- Provide access to Subject Matter Experts (SMEs) as well as existing IT systems, documentation, and processes as necessary for requirements gathering, environment configuration, and full deployment
- Hold internal resources accountable to complete their tasks per the project timeline
- Define and execute on a communication & change management plan

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1.3. User Subscriptions

A user subscription is linked to a single employee (and their official email address / employee number). Multiple individuals may not share an account. User subscriptions can be shared across different departments (e.g. 3 for HHS, 1 for Audit, 1 for Social Services).

2.0 DETAILED SCOPE

2.1. ERIM Base Modules

Descriptions of the ERIM Base Modules are included in [Exhibit A](#).

INCLUDED FEATURES

- | | |
|----------------------------------|---------------------------------|
| → Fund and Portfolio Management | → Monitoring & Evaluation (M&E) |
| → Live Impact Analytics | → Contributors |
| → Projects and Programs | → Partners & Stakeholders |
| → Results and Impacts | → Budgets & Project Allocations |
| → Risks, Action Items, and Tasks | |

INCLUDED ANCILLARY SERVICES

- | | |
|---|--|
| → Software Setup and Configuration | → Defect Resolution Support |
| → Remote Training | → Knowledge Base Support |
| → Ongoing Cloud Hosting (Google Cloud)
or On-Premise Hosting | → 3GB of Document Storage (for Cloud
Hosting) |

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2.3. Advanced Itemized Tracking Workflow

With these advanced features activated in the Phase I environment, Fort Bend County will be able to track itemized costs for each project. Users will be able to:

1. Create and log itemized costs at the project level; and
2. Use aggregated costs to understand expenditure per project; and
3. Connect Budgets to Projects and Funds / Portfolio records;

2.4. Suggested Configurable Options

Subject to the Change Order provisions herein, County can request the following add-on features and modules during or following Phase I:

2.4.1. Intelligent Notification & Alerts

County can configure email alerts & thresholds OR implement a centralized notification center within the application. Configuration will include 5 threshold triggers (e.g. "When the amount spent surpasses the budget, notify the Auditor"). Email alerts will send notifications to the user's email address. The in-app centralized notification center will show a user's notifications.

2.4.2. Fund Allocation Approval & Review Workflow

County will be able to access workflow features within the Fund ("Portfolio") module to set up approval workflows and track new fields for claims management and auditing.

2.4.3. Custom Analytics & PDF Reports (2x)

County can configure and create 2 PDF-exportable reports to provide the Judge, Commissioners, and other stakeholders (e.g. partner organizations, state officials, community leaders, residents) with timely, accurate information--without having to recreate analyses or perform manual analysis. PDF Reports will be limited to existing data within ERIM (no net new field creation).

2.4.4. COVID-19 Module with Analytics Dashboard

With the COVID-19 Module, the County would be able to quickly aggregate data across county efforts to tackle COVID-19 and gain actionable insights to improve initiatives. Contingent on further discovery and requirements gathering, the module may be able to incorporate contact tracing data.

With the COVID-19 Module with Analytics Dashboard, Users would be able to:

- Import Excel sheets into ERIM
- Manage and edit record data within ERIM
- Store record data within smart folders ("Projects")
- Connect Projects with budgets and Funds ("Portfolios")
- View aggregate record data through different filters
- Connect Projects with partners, internal and external stakeholders
- Eliminate/reduce reliance on manual Excel analysis and paperwork

3.0 RESOURCES, TIMELINE, AND PRICING

3.1. Resource Requirements

The table below lists required resources from Corecentra and County:

Resource Role	Responsibilities
Corecentra	
Project Manager	Manage project and deployment-related activities
Implementation Lead	Coordinate implementation, deployment, and customization
Customer Success Manager	Oversee production rollout and post-production satisfaction
County	
Project Delivery Sponsor	Handles management-level oversight. The sponsor endorses and directs the fiscal and decision-support needs of the project; communicates the implementation direction; approves all change requests to project scope, schedule and budget; reviews deliverables; and solicits feedback and buy-in within the County.
Project Lead	Collaborates with Corecentra to oversee all activities related to pre- and post-deployment implementation, facilitates training, and coordinates with appropriate County departments
SME Lead	The County lead for requirements gathering, user testing, issues, and approvals. The SME Lead will coordinate with end-users for training and provide or coordinate approvals from departments.

To fulfill its obligations hereunder, Corecentra may, at its sole discretion, add, swap, or remove resources without approval from the County.

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3.2. Timeline

Project Execution & Monitoring

The Corecentra Project Manager will manage the following as part of the project deliverables:

- Project Plan
- Key Decisions
- Action Items
- Project Status Updates
- Deployment Instructions if installing software in County digital environment (i.e. on-premise hosting)

Project Plan

The engagement with our team will be minimally intrusive with a seamless transition and onboarding plan. We have included a phased deployment of our advanced modules to spread out the demand on County staff and incorporate feedback at every stage of the process.

For illustrative purposes only, we have prepared a sample project plan that meets the requirements of the SOW; the actual project plan will be set with mutual agreement of the County and Corecentra and is subject to change during the Term.

The timeline below is for a cloud-hosted solution and may shift to accommodate coordination for an On-Premise hosted installation; it is also contingent on staff availability given COVID-19.

Phase	Task	Timing
Requirements Gathering & Rapid Deployment		Weeks 1 - 2
	Deploy Ready-To-Use ERIM Base Modules	Week 1
	Provision ERIM software in Fort Bend Environment or Google Cloud. Conduct a handover to County IT.	Week 1
	Collaborate with County to Configure Base Hierarchy	Week 2
	Provide User Training (1 day)	Week 2
	ERIM Ready for Use in Production	Week 2
	Gather and Finalize Requirements	Week 1 and 2
Phased Deployment of Advanced Workflows		Week 3 to 9
	Configure Advanced Itemized Cost Tracking Workflow	Week 3 - 6
	User Acceptance Testing + Deployment of Workflow	Week 7 - 9

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3.3. Pricing and Fee Schedule

SUBSCRIPTION <i>Based on 5 user subscriptions at \$8,600 per user per month for ERIM Base Modules</i>	STANDARD MONTHLY 5-USER FEE	STANDARD 6-MONTH FEE	DISCOUNTED 6-MONTH FEES (85% Discount)
ERIM Base Modules (9 Modules)	\$43,000	\$258,000	\$42,000
Advanced Itemized Tracking Workflow	\$3,750	\$22,500	(Full Waiver) \$0
Subscription Fees	\$46,750	\$280,500	\$42,000
SERVICES	ONE-TIME CHARGES		
	STANDARD FEE	DISCOUNT APPLIED	DISCOUNTED FEES
Onboarding & Training	\$20,000	Full Waiver	\$0
Defect Resolution Support & Knowledge Base Support	\$10,000	Full Waiver	\$0
On-Premise Install	\$30,000	Full Waiver	\$0
TOTAL ESTIMATED FEES	STANDARD FEES	DISCOUNTED FEES	
SUBSCRIPTION	\$280,500	\$42,000	
SERVICES	\$60,000	\$0	
Total Estimated Fees (6-Month Term)	\$340,500	\$42,000	
Total Savings (~90% Total Discount)			\$298,500
Payment Terms			Upfront, net 15

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3.4. Potential Future Change Orders: Suggested Configurable Options

SUGGESTED CONFIGURABLE OPTIONS	ONE-TIME CHARGES		
	STANDARD FEE	DISCOUNT APPLIED	DISCOUNTED FEES
Intelligent Notification & Alerts	\$22,500	33%	\$15,000
Fund Allocation Approval Workflow	\$22,500	33%	\$15,000
Custom Analytics & PDF Reports	\$20,000	33%	\$13,320
COVID-19 Module	\$25,000	33%	\$16,650

For the purposes of clarity, the above Suggested Configurable Options are not part of the Proof of Concept nor contemplated within this SOW. Implementation of any or all of these Options would require a Change Request (as defined herein).

3.5. Risks

The County acknowledges there are many potential risks that could threaten the successful execution of this SOW that are outside of the control of Corecentra, and indemnifies Corecentra for any damages, defects, or limitations of functionality resulting from the County's or a third-party's negligence or conduct; these risks include but are not limited to:

- Insufficient access to, documentation of, or configuration to existing County IT systems or other processes to allow the successful implementation of the Corecentra SOW; and
- The failure or unanticipated performance of third-party hosting services, software, hardware, or other maintenance, support, or professional services; and
- The failure to meet or fulfill all the requirements and activities outlined in Section 1.2 "County Scope & Activities" or in Section 4.1 "Resources & Access" herein.

4.0 ASSUMPTIONS

4.1. Resources & Access

This SOW is based on the following key assumptions:

- County will provide effective program sponsorship throughout the project, ensuring executive presence with responsibility over operational, budget, and IT initiatives.
- Corecentra has full access to appropriate SMEs for requirements-gathering effort.
 - County SMEs and IT staff will be made available for interviews and, as appropriate, for review of deliverables and feature validation.

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- County will provide access to data and requirements from other, relevant pre-existing IT systems and processes required for successful Corecentra deployment
- County will provide timely access to documentation for requirements gathering and to ensure objectives are being met.
- County will provide adequate facilities for meetings and project team member work areas, as appropriate and necessary.
 - Activities related to this project may be performed remotely as agreed by County project management and Corecentra.
- Professional Services (onsite or offsite) will be performed during normal business hours, Monday through Friday, except Corecentra holidays and scheduled vacations unless otherwise directed on a case-by-case basis.

4.2. Work Location And Resources

Given the current public health exigencies, engagement by Corecentra staff will be performed through remote meetings (e.g. via Zoom or Google Hangouts) unless absolutely necessary, e.g. mission-critical meetings deemed as such by mutual approval of County and Corecentra.

5.0 CHANGE CONTROL

5.1. Change Control Policy

The scope described in this SOW is based on the discovery effort conducted to-date. The SOW scope herein incorporates County's requirements for a production-capable Proof of Concept.

The County may request, and the respective project managers or sponsors of the Parties may mutually agree to, requests that alter the scope; specification; design; application functionality; timeline of development, delivery, or deployment; or Term outlined in this SOW ("Change Request"). Any such Change Request shall be addressed through the following process:

- In the event the County desires to alter the SOW, County and Corecentra will document such proposed scope changes and cost implications in the form of a written Change Request subject to the review and approval of authorized individuals of both Parties;
- Once a Change Request is generated, it will be submitted within five (5) business days to the appropriate County's purchasing and/or decision-making authority and to Corecentra for approval.
- By mutual written consent, the Parties may subsequently modify this SOW to reflect the terms of the Change Request;
- Corecentra will not commence any work that has not been authorized by the original SOW or a SOW that reflects the Change Request;

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- Neither party shall be obligated to perform any duties under any Change Request that has not been duly authorized and executed by each of the parties. County may reject discretionary change requests (i.e. those submitted by Corecentra).

6.0 SOFTWARE RIGHTS & INTELLECTUAL PROPERTY

For purposes of this SOW and the Agreement, "Corecentra IP" shall mean all technology and intellectual property, including, but not limited to, data, source code, customized modules or features, materials, information, know-how, methods or techniques, whether or not patented or patentable, copyrighted or copyrightable, or trade secrets, that are (a) owned or controlled by Corecentra as of the date hereof, (b) conceived, developed or reduced to practice by employees of, or consultants to, Corecentra after the date hereof and outside of or within the conduct of the SOW or Agreement, (c) covering or embodied in the Services or (except to the extent of any Customer technology or information included therein), or (d) any modifications, improvements and/or derivatives of any technology and intellectual property rights described in (a) – (c) in this Intellectual Property section. Corecentra IP is solely owned by Corecentra.

Customer acknowledges and agrees that Corecentra owns the proprietary rights and Intellectual Property for the subscribed-to and licensed software, that any SOW or Order Form is not a "work for hire" agreement and that Corecentra retains all rights, title and interest in and to the Corecentra IP except for the licenses and subscriptions granted hereunder for the term period specified. Corecentra hereby grants Customer and its affiliates a limited, non-exclusive, non-sublicensable, non-transferable right to access and use the Services and the deliverables thereof during the Term herein.

To the extent that this SOW, the Agreement, or any Change Requests contemplate the use of Corecentra professional services ("Professional Services"), Corecentra shall solely and exclusively own all right, title, interest in the Professional Services and any work product thereof ("Work Product"), including all derivatives, enhancements and modifications of the Professional Services and Work Product, whether created by Corecentra or Customer, together with all intellectual property and other proprietary rights therein. Customer hereby makes all assignments necessary to accomplish the foregoing ownership. Corecentra grants Customer a non-exclusive, non-transferable, non-sublicensable subscription or license to use the Work Product solely for Customer's internal organizational purposes and only in connection with use of the Services. All such other restrictions that govern Customer's use of the Services shall also govern the use of the Work Product, which will be deemed the confidential information of Corecentra.

Customer shall not cause or permit reverse engineering, disassembly, or decompilation, or make any attempt to discover the source code of any Corecentra IP. Customer will not alter or impair any acknowledgement of copyright or other intellectual property rights of Corecentra that may

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appear in such Corecentra IP. Notwithstanding anything to the contrary in any non-disclosure agreements by and between the parties (each of which is incorporated as an appendix hereto), Customer shall not (a) permit third parties to use the Corecentra IP, (b) copy, distribute, assign or resell such Corecentra IP, or (c) rent, lease or loan such Corecentra IP. Only the Customer's directors, officers, and employees shall be considered authorized users of any Corecentra work product, including Corecentra IP, and Customer is not permitted to allow non-authorized users to use any Corecentra work product, including Corecentra IP.

In the case of the termination of the Agreement, Customer shall be solely responsible for downloading, exporting, or otherwise transferring its data hosted, used, or otherwise stored in systems, products, and services provided by Corecentra.

7.0 INVOICING CONTACT

Corecentra will submit invoices to the following County contact:

Contact Name: Robert (Ed) Sturdivant, *County Auditor*
Mailing Address: 301 Jackson St
City/State/Zip: Richmond, TX 77469
Phone: 281-341-3760
Email: Ed.Sturdivant@fortbendcountytexas.gov

8.0 APPROVALS

A signature on this page by an authorized representative of the County indicates its acceptance of this Statement of Work. The date of execution by the Customer is the SOW Effective Date.

NGORGANIZE, INC. dba CORECENTRA

FORT BEND COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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EXHIBIT A: ERIM Base Module Descriptions

Portfolio & Fund Management: Create, manage, and track the distribution of multiple funds (including funds from the Federal government, State, Independent Sponsors, etc.) with the ability to allocate capital based on live budgetary and initiative insight. Gain real-time insights on how the funds are being used, where the funds are being distributed to, and the impact of the funds all through our system.

Impact Analytics & Claims: View Financial, Economic, and Social Performances through live dashboards with actionable analytics. Real-time reports show 'to-date' impact, cost per beneficiary, and current status on all initiatives. Save time on claims reporting through dashboards that provide crucial information for management and finance departments.

Programs & Services: Standardize and centralize program and service management using ERIM's Project capabilities. Use a single system to plan, execute, and manage programs through their entire lifecycle. The Projects module includes the ability to track logistics (supplies, procurement, resources), standardized tasks, and program risks. Link impact, program, and financial data to programs and services to provide actionable insights for strategic planning and reporting.

Sponsors/Partners: Track and manage key stakeholders, financial sponsors, and partners (nonprofits, hospitals, volunteer groups, etc) and connect them directly to relevant programs or services.

Budgets: Enable a discrete budget for each initiative from the master portfolio and allocated funds. Tracks expenditures and 'Approved vs. Actuals vs. Forecast' with status with green-yellow-red alert flags showing which program budget may be impacted, preventing unwarranted cost overruns.

Risks: Create a risk management plan for programs, projects, and services. Manage ongoing risks and track mitigation plans.

Tasks & Action Items: Develop standardize lists and protocols for employees and volunteers to follow. These tools will help aid clean and efficient data capture.

Beneficiaries: Track who you are helping and the associated cost -- leverage metrics such as Cost per Beneficiary for budget and fund allocation planning.

Results and Impacts: Manage the impact of every dollar and initiative. Standardize impact metrics across multiple projects and services to understand how your organization is helping the community (i.e. standardize "Senior Citizens Who Tested Negative" and track this metric for all testing-related programs).

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Monitoring and Evaluation (M&E): Real-Time dashboards and functionality to help organizations understand the status of all live programs/initiatives, costs associated with the programs, overall impact (with the ability to deep-dive), and actionable insights on what to do next.

Document Tracking: Store critical documentation (including claims and images) at every project or initiative. Centralize documents to allow for easy access & share with a complete audit trail.

Profit & Loss (P&L): Track operating costs, expenses, and income on a month-by-month basis that provides real financial health of budget and expenses.

Export/Import Data: Use ERIM's Excel importer to migrate external data while using the exporter to extract data. Easily export data for use in external applications and government filings (e.g. FEMA).

Exhibit B

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

NGOrganize, Inc. dba Corecentra, ("Contractor"), understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

1. Remedies and Breach.

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. Termination.

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

3. Civil Rights.

Contractor agrees to comply with state and federal anti-discrimination laws, including: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*); Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107); Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688); Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and the Texas Department of State Health Services' administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for

ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

Contractor agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at:

http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml

Contractor agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

4. Davis-Bacon Act.

As amended (40 U.S.C. 3141–3148), when required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions

Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the DHS and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job. The Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

6. Rights to Inventions under a Contract or Agreement.

Contractor acknowledges that the federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes. Contractor will comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements.”

7. Clean Air.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities”. It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Clean Water.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities”. It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000

financed in whole or in part with Federal assistance.

9. Energy Policy and Conservation Act.

The Contractor must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Section 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

10. Government-wide Debarment and Suspension.

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. Debarred Subcontractors-Licenses

Contractors shall further require that subcontractors certify that they have not voluntarily surrendered within the past three (3) years any license issued by DSHS.

12. Compliance of Audit Inspection Findings

Contractor understands and must ensure its compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of this contract and the goods or services provided hereunder. Any such correction related to the Contractor's actions shall be at the Contractor's expense. Whether Contractor's action corrects the noncompliance will be solely the decision of the County.

As part of the Services, Contractor must provide to County upon request a copy of those portions of Contractors' internal audit reports relating to the Services and deliverables provided to the County under this contract.

13. Destruction of Confidential Information

When required, Contractor will provide HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. 45 CFR 164.308; 164.530(c); 1 TAC 202.

14. Eligible Expenses

Contractor ensures that services will not include entertainment expenses or fund Sectarian worship, instruction, or proselytization.

15. Prohibited Marketing or Sale of Confidential Information

Contractor will not engage in prohibited marketing or sale of Confidential Information. 45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002.

16. Reporting of Criminal Offense

Contractor certifies that it shall not permit any person who engaged, or was alleged to have engaged, in (1) any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or (2) been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the County.

17. SAO Audit

Contractor understands that acceptance of funds acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Contractor agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested.

18. Subcontractors

Contractor shall ensure that all written agreements with subcontractors incorporate the applicable terms of this Contract. Contractor shall ensure that all written agreements with the subcontractor include a provision that the subcontractor is solely responsible for paying its employees, subcontractors, joint venture participants, and agents. Subcontracts shall be in compliance with Title 25, TAC, Chapter 412, Subchapter B.

19. Employment Verification

Contractor will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform

work pursuant to the Contract.

20. Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Contractor certifies that it and all its subcontractors at every tier will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, award, including any extension, continuation, renewal, amendment, or modification covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

21. Compliance with Federal Law, Regulations, and Executive Orders

Contractor's attention is called to the fact that this Agreement between County and Contractor will be subject to financial assistance contracts between the County and various State or Federal agencies. The Agreement to be awarded, therefore, is subject to the terms of these agreements and will not proceed without these agreements having been duly executed. The Contractor will be required to comply with, in addition to other provisions of the agreement, the conditions required by applicable federal regulations. Contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

22. Compliance with Audit of Inspection Findings

Contractor understands and must ensure its compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of this contract and the goods or services provided hereunder. Any such correction related to the Contractor's actions shall be at the Contractor's expense. Whether Contractor's action corrects the noncompliance will be solely the decision of the County.

As part of the services, Contractor must provide to County upon request a copy of those portions of Contractors' internal audit reports relating to the Services and deliverables provided to the County under this contract.

23. Procurement of Recovered Materials.

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

24. Access to records, books, and documents.

In addition to any right of access arising by operation of law, Contractor will permit the Texas

Department of State Health Services or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section including but not limited to: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the Texas Department of State Health Services, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the Texas Department of State Health Services or any duly authorized authority, for the purpose of investigation or hearing, County will produce original documents related to this Contract. The Texas Department of State Health Services and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings.

25. No Waiver of State's Sovereign Immunity

Nothing in this Agreement will be construed as a waiver of sovereign immunity by the TxDSHS.

26. Insurance

Any and all insurance requirements set forth in this Agreement also apply to both Contractor and its Subcontractors, if any.

27. Child Support

Per Texas Family Code 231.006, a child support obligor or business entity remains ineligible to receive payments from state funds under a contract to provide property, materials, or services; or a state funded loan until: (1) All arrearages have been paid; (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or (3) the court of continuing jurisdiction over the child support order has granted the obligor an exemption from ineligibility as part of a court-supervised effort to improve earnings and child support payments.

Before payment can be released, Contractor will supply County with the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity.

Under Section 231.006, Family Code, the Contractor certifies that the individual or business entity named in this Agreement or (bid application) is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

EXHIBIT 2



County-Wide Data Integration, Management, and Reporting Software

Corecentra Solutions

Phase II Proposal for Fort Bend County 1-Year License

PREPARED FOR

Puja Mishra

Manager - IT PMO, Budget & Administration

PREPARED BY

Anish Nagar

Chief Executive Officer

Corecentra Solutions



March 26, 2021

Fort Bend County Information Technology
500 Liberty Street
Richmond, Texas 77469

Dear Puja,

Thank you for your time and thoughts over the last several weeks. We are excited to build on our successful delivery of the Phase I HHS Module in Q4 2020 with a proposal to expand Corecentra's **powerful data-gathering, management, analysis, and reporting capabilities** to additional departments.

Corecentra can support the County's **ongoing data transformation with cost-effective, fast-deployable, and scalable 'digital infrastructure'** without requiring lengthy & expensive implementations or affecting day-to-day operations. Corecentra will act as the 'connective tissue' to ensure the flow of reliable and updated data among departments and oversight bodies (e.g. Commissioner's Court). This project would:

1. **Deliver** robust management & analysis tools to departmental leadership; and
2. **Track & manage** costs, milestones, and tasks at the project/program level; and
3. **Generate** accurate & reliable reports for County leaders to make proactive decisions

The core operational benefits would include:

1. **Centralized digital data management** & tracking across projects, regions, and departments
2. Real-time financial and social **performance analytics** with robust standard dashboards
3. **'Self-service'** access to granular, accurate, and timely data for departmental leaders & managers
4. Highly scalable & flexible digital infrastructure designed for **rapid-response initiatives**

We believe our Phase II proposal, below, addresses critical needs related to comprehensive data aggregation, seamless integration of 'niche' IT systems, and resource & financial tracking across the county. At full deployment, Corecentra will allow county leaders to i) receive real-time updates to make proactive decisions and ii) leverage insights to improve services. Corecentra would build a foundation for enhanced data standardization, transparency, and auditability across the County.

As a Fort Bend-based company, we are proud to propose a 1-year enterprise license at **more than a 75% discount** to standard fees. Please do not hesitate to contact me at anish.nagar@corecentra.com or (281) 685-3265 with any questions. Thank you for your time & attention.

Warm Regards,

Anish Nagar
Chief Executive Officer
Corecentra Solutions



Corecentra Phase II Proposal Details

Price

The Pricing Guide, attached hereto as Exhibit A, includes preliminary and **heavily discounted** quotes for:

- Phase II Implementation, which will include FBC-specific configurations and advanced features
- Corecentra's Platform Fee, which includes continuous platform management and Customer Success services, as well as access and training for one (1) system administrator-type Super User
- Three (3) license packs to expand Corecentra software to new departments and offices
- A 6-month extension of the County's existing Corecentra license for Health & Human Services

The Pricing Guide also includes quotes for Optional Add-On licenses and services, including additional user licenses, upgraded maintenance & support, and a 650-hour block of professional services for custom software configuration.

Corecentra licenses include access to a robust set of built-in dashboards and powerful analytical features. Suggested uses for the optional professional services, which would incur additional fees, include the development and deployment of any custom reports or dashboards required by Fort Bend County. In addition, the County will also receive access to any future development of 'report-building' capabilities that Corecentra releases as a general update for its entire customer base.

It is our understanding that the County has a longstanding commercial relationship with Microsoft, and have accordingly not included access to Power BI as part of our pricing bundle. Corecentra provides the ability to export data for use in external data visualization tools.

Terms & Conditions

Reference is made here to the existing agreement between the County and Corecentra, titled Corecentra's Revised Proposal and Proposed Statement of Work, as-amended by the Addendum of December 8th, 2020, which is attached hereto as Exhibit B (the "Original Agreement").

Since the County Attorney has already approved the Original Agreement, Corecentra proposes extending the terms and conditions of the Original Agreement, or replicating sections 6 - 19 and 21 - 27 of the Addendum and sections 3.5, 4.0, and 6.0 of the Statement of Work contained therein, in all cases amending language to reflect new pricing, scope, and responsibilities as appropriate.

For example, the Original Agreement includes provisions related to data security, privacy, data transfer, license termination, and access. As a non-exhaustive and non-definitive summary, these provisions stipulate that the County may download, export, or otherwise transfer its data from Corecentra in the



event of a license agreement termination, and may not utilize Corecentra to import, store, or transfer Protected Health Information subject to HIPAA or other relevant statutes in the absence of additional documentation authorizing such use (Section 19 of the Addendum); define Confidential Information and intellectual property protections and the parties' responsibilities thereto (Section 23 of the Addendum); and govern the use of subcontractors (Section 25 of the Addendum).

Security

Corecentra is an enterprise Software-as-a-Service product accessible via the web using credentials furnished by the County's assigned Corecentra Success Manager. Our existing log-in process is highly secure. Fort Bend County's Corecentra environment is currently hosted through Google Cloud Platform, using industry-standard security and encryption (protecting data [at rest](#) and [in transit](#)).

Corecentra acknowledges that no environment can guarantee absolute security. In cloud environment security, we use the shared-responsibility model: our responsibility is to provide you with a secure platform; our customer is responsible for using the platform properly and for its intended purpose, and for only sending us the data necessary to meet their goals.

For illustrative purposes only, our customers are responsible for maintaining security while accessing our platform (including, but not limited to operating system security, firewalls, browser security).

The County may choose to purchase additional security options, including 2-Factor Authentication, Single Sign-On (SSO), VPN Access, and FTP (or similar secure file transfer method). Quotes for these security features can be obtained upon request.

Requirements

Corecentra is an enterprise SaaS product accessible via compatible web browsers and operating systems.

For optimal use, we recommend that the County ensures it can export data in .XLSX format from existing ERPs, HR systems, project management tools, content management systems, email clients, IT management tools, and other enterprise applications.

We recommend that customers maintain, **at minimum**, the following software to adequately access the Corecentra platform:

Network Requirements

- For good performance, we recommend a minimum of 50 Mbps network speeds

Web Browser

- Mozilla Firefox (v87.0 or higher)
- Google Chrome (v89.0 or higher)



Requirements (cont'd)

To ensure a successful and timely completion of the work contemplated herein, the following is a list of the required scope and activities for the County:

- Provide Executive Sponsorship to address management or contract-level decisions;
- Provide a Project Lead to coordinate Project Management activities;
- If required, provide authorized access to an environment to install software and/or dedicated technical staff to perform/coordinate the set-up and installation;
- Provide access to Subject Matter Experts (SMEs) as well as existing IT systems, documentation, and processes as necessary for requirements gathering, environment configuration, and full deployment;
- County will provide access to data and requirements from other, relevant pre-existing IT systems and processes required for successful Corecentra deployment;
- Hold internal resources accountable to complete their tasks per the project timeline; and
- Define and execute on a communication & change management plan

Corecentra's implementation process includes training for Information Technology personnel serving as system administrator-type 'super-users.' Requests for technical support and maintenance can be submitted via Corecentra's support ticketing system, which can be accessed by IT personnel in accordance with Corecentra instructions provided during implementation.

Timeline

We successfully implemented and deployed Phase I within a few weeks, and believe we can maintain a similar pace and performance for Phase II. We are standing by to discuss and finalize timeline contingent on scope, access to staff, data, and existing systems, and budget.



EXHIBIT A

Please see enclosed for a 1-year license pricing guide.

EXHIBIT A

Corecentra Solutions

1-Year ERIM Pricing Guide - Fort Bend County

	Quantity	Unit Price	Discount		Amount
			% <i>Discount</i>	\$ <i>Discount</i>	
License					
Year 1					
Corecentra Phase II Implementation, Production Deployment, Training	1	\$150,000.00	75%	\$112,500.00	\$37,500.00
Corecentra Platform Fee	1	\$125,000.00	68%	\$85,000.00	\$40,000.00
Corecentra HHS License - 5-User Pack (12 months)	1	\$560,000.00	85%	\$476,000.00	\$84,000.00
Corecentra Department License - 5-User Pack (12 Months)	1	\$200,000.00	65%	\$130,000.00	\$70,000.00
Corecentra Department License - 5-User Pack (12 Months)	1	\$200,000.00	65%	\$130,000.00	\$70,000.00
Corecentra Department License - 5-User Pack (12 Months)	1	\$200,000.00	65%	\$130,000.00	\$70,000.00
Subtotal (Year 1)		\$1,435,000.00	74%	\$1,063,500.00	\$371,500.00
Credits					
Corecentra HHS License - 5-User Pack - 6 Months Prepaid					\$ (42,000.00)
Total License Fees		\$1,435,000.00	74%	\$1,063,500.00	\$329,500.00
Services					
Corecentra Platform Standard Maintenance & Support - Year 1	1	\$240,000.00	85%	\$204,000.00	\$36,000.00
Total Service Fees		\$240,000.00	85%	\$204,000.00	\$36,000.00
Total License & Service Fees		\$1,675,000.00	76%	\$1,267,500.00	\$365,500.00
Optional Add-Ons (Annual Fees)					
Additional Department (5-User Pack - 12 Months)	1	\$200,000.00	65%	\$130,000.00	\$70,000.00
Tier II Maintenance & Support - Incremental Fee	1	\$120,000.00	50%	\$60,000.00	\$60,000.00
Custom Module / Feature Configuration (650 Hours)	1	\$120,000.00	25%	\$30,000.00	\$90,000.00



EXHIBIT B

Please see enclosed for the execution copy of the Original Agreement by and between Fort Bend County and Corecentra, dated December 8th, 2020.

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

ADDENDUM TO NGORGANIZE, INC. DBA CORECENTRA'S AGREEMENT

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and NGServe, Inc. dba Corecentra, ("Corecentra"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, the parties have executed and accepted Corecentra's Revised Proposal and Proposed Statement of Work (the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference, for the purchase of user subscriptions to access the Emergency Response & Impact Management software (the "Software"); and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Scope of Services.** Corecentra shall provide Software and/or services as described in Exhibit A to County.
2. **Time for Performance.** The time for performance of the Scope of Services by Corecentra shall begin with receipt of the Notice to Proceed from County, to be scheduled at a time that is mutually agreeable between the Parties but without reasonable delay.
3. **Term.** This Agreement is effective upon execution by both parties (the "Execution Date"). The Execution Date will serve as the Statement of Work Effective Date (the "SOW Effective Date") as referenced in Exhibit A. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.
4. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.

All travel expenses incurred by Corecentra or Corecentra's subcontractors arising from the performance of services under the Agreement shall be paid by County, only in accordance with County's Travel Policy. A copy of the County's Travel Policy is available upon request. Receipts evidencing travel related expenditures made by Corecentra or Corecentra's subcontractors shall be submitted to the County Auditor's Office:

Fort Bend County Auditor
Attn: Robert Ed Sturdivant
301 Jackson Street, Suite 701, Richmond, TX 77469

5. **Limit of Appropriation.** Corecentra clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Forty-Two Thousand and 00/100 dollars (\$42,000.00), specifically allocated to fully discharge any and all liabilities County may incur. Corecentra does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Corecentra may become entitled to and the total maximum sum that County may become liable to pay to Corecentra shall not under any conditions, circumstances, or interpretations thereof exceed Forty-Two Thousand and 00/100 dollars (\$42,000.00). In no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
6. **Public Information Act.** Corecentra expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Corecentra shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
7. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Corecentra for any reason are hereby deleted. Corecentra shall indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of Corecentra, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Corecentra or any of Corecentra's agents, servants or employees.
8. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Corecentra in any way associated with the Agreement.

9. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
- a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Corecentra verifies Corecentra does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code § 2252.152 Acknowledgment: By signature below, Corecentra represents pursuant to § 2252.152 of the Texas Government Code, that Corecentra is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2252.153.
10. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both Parties.
11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, CORECENTRA ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
12. **Use of Customer Name.** Corecentra may use County's name without County's prior written consent only in any Corecentra's customer lists, any other use must be approved in advance by County.
13. **Software Assurance.** Corecentra represents and warrants that its hardware, software and any related systems and/or services related to its software and/or hardware (collectively, the "Software") furnished by Corecentra to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Corecentra will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of Corecentra's Software infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and Corecentra's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the Parties.
14. **Performance Warranty.** Corecentra warrants to County that Corecentra has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Corecentra will apply that skill and knowledge with care and diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards. Corecentra will utilize industry best practices to deliver products and services within specifications contained in the attached Exhibit A, and agrees to resolve any functional defects identified and reported to Corecentra by County.
15. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls.

16. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
17. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
18. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
19. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. In the case of termination of this Agreement, the County may download, export, or otherwise transfer its data hosted, used, or otherwise stored in systems, products, and services provided by Corecentra at no additional cost to County. County shall be solely responsible for downloading, exporting, or otherwise transferring its data hosted, used, or otherwise stored in systems, products, and services provided by Corecentra.

County further agrees and warrants that it will not provide to Corecentra or otherwise import, transfer, or store in systems, products, and services provided by Corecentra any protected health information (as defined by any applicable Federal and State health information privacy laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, and the Texas Medical Privacy Act of 2001, as amended) in the absence of a Business Associate Agreement or similar instrument that authorizes Corecentra and its directors, officers, employees, contractors, and representatives to create, receive, access, transmit, or maintain protected health information in the course of providing services to or on behalf of the County, provided, however, that any such Business Associate Agreement or similar instrument must satisfy the requirements of any applicable Federal or State law as referenced above.

20. **Reserved.**
21. **Personnel.** Corecentra represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the services required under this Agreement and that Corecentra shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the professional opinion of Corecentra, to perform the services when and as required and without delays.

All employees of Corecentra shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Corecentra or agent of Corecentra who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the services required under this Agreement.

When performing services for the County, Corecentra shall comply with, and ensure that all Corecentra Personnel comply with, all rules, regulations and policies of County that are communicated to Corecentra in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

22. **Compliance with Laws.** Corecentra shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Corecentra shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

23. **Confidential Information.**

- A. Corecentra acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Corecentra or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Corecentra shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Corecentra) publicly known or is contained in a publicly available document; (b) is rightfully in Corecentra's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Corecentra who can be shown to have had no access to the Confidential Information.
- B. Corecentra agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Corecentra uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Corecentra shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Corecentra shall advise County immediately in the event Corecentra learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Corecentra will reasonably cooperate with County in seeking injunctive or other equitable relief in the name of County or Corecentra against any such person. Corecentra agrees that, except

as directed by County, Corecentra will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon County's request, Corecentra will promptly turn over to County all documents, papers, and other matter in Corecentra's possession which embody Confidential Information. Corecentra acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, may give rise to irreparable injury to County that may be inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Corecentra acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content. Corecentra in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

- C. County acknowledges and agrees that Corecentra owns the proprietary rights and Intellectual Property for the subscribed-to and licensed software, that any SOW or contract by and between the parties is not a "work for hire" agreement, and that Corecentra retains all rights, title and interest in and to the Corecentra IP except for the licenses and subscriptions granted hereunder for the term period specified.

For purposes of this Agreement, "Corecentra IP" shall mean all technology and intellectual property, including, but not limited to, data, source code, materials, information, know-how, methods or techniques, whether or not patented or patentable, copyrighted or copyrightable, or trade secrets, that are (a) owned or controlled by Corecentra as of the date hereof, (b) conceived, developed or reduced to practice by employees of, or consultants to, Corecentra after the date hereof and outside of the conduct of the Services, (c) covering or embodied in Services (except to the extent of any County technology or information included therein), or (d) any modifications, improvements and/or derivatives of any technology and intellectual property rights described in (a) – (c) in Intellectual Property section. Corecentra IP shall be solely owned by Corecentra.

Corecentra hereby grants County and its affiliates a limited, non-exclusive, non-sublicensable, non-transferable right to access and use the Services and the deliverables thereof during the term of the applicable Order Form or Statements of Work. The term of the County's license or subscription as described forth above is governed by the applicable Order Form and/or SOW. However, the expiration of such license or subscription shall not imply the expiration of any other provisions herein, unless otherwise noted.

County shall not cause or permit reverse engineering, disassembly, de-compilation or make any attempt to discover the source code of any Corecentra IP. County will not alter or impair any acknowledgement of copyright or other intellectual property rights of Corecentra that may appear in such Corecentra IP. Notwithstanding anything to the contrary in any non-disclosure agreements by and between the parties (each of

which, if applicable, is incorporated as an appendix hereto), County shall not (a) permit third parties to use the Corecentra IP, (b) copy, distribute, assign or resell such Corecentra IP, or (c) rent, lease or loan such Corecentra IP. Only the County's directors, officers, and employees shall be considered authorized users of any Corecentra work product, including Corecentra IP, and County is not permitted to allow non-authorized users to use any Corecentra work product, including Corecentra IP.

24. Termination.

24.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.

24.2. Termination for Default. County or Corecentra may terminate the whole or any part of this Agreement for cause in the following circumstances:

- (a). If Corecentra fails to timely perform services pursuant to this Agreement or any extension thereof granted by the County in writing;
- (b). If either of the parties materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to the other party's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from the party specifying such breach or failure.

24.3. If, after termination, it is determined for any reason whatsoever that Corecentra was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 24.1 above.

24.4. Upon termination of this Agreement, County shall compensate Corecentra in accordance with § 4, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Corecentra's final invoice for said services will be presented to and paid by County in the same manner set forth in § 4 above.

24.5. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Corecentra.

25. **Independent Contractor.** In the performance of work or services hereunder, Corecentra shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Corecentra or, where permitted, of its subcontractors. Corecentra and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges

or benefits of County employment.

Corecentra may not subcontract any part of the Services to any third party, without prior written consent of the County's Information Technology Department, which shall not be unreasonably withheld. If any of the Services are subcontracted (with the consent of the County's Information Technology Department), Corecentra may use third-parties to develop, maintain, host and perform functions as it relates to Corecentra's applications used in providing the Services, provided, however, that such third parties are bound by industry-standard confidentiality and use provisions similar to those herein. Upon consent of County's Information Technology Department, which shall not be unreasonably withheld, Corecentra, in consultation with the County, may use a third-party hosting facility to host Corecentra's applications used in providing the Services for County, including any County data used in Corecentra's applications as delivered to or made available to County. Corecentra shall not be liable for such Subcontractor's acts and omissions in connection with the Services, provided that any subcontractor(s) will be required to comply with all applicable terms of the Agreement. Corecentra shall use the same degree of care in selecting any subcontractor as it would if such contractor was being retained to provide similar services to Corecentra. If any of the Services are subcontracted, Corecentra may subcontract for commonly used hosting services (for the purpose of example only, Google Cloud Platform) which provide, among other products and services, functionality related to data security, privacy, backups, data integrity, and availability, and Corecentra shall not be responsible for any errors, failures, or breaches caused or committed by or otherwise attributable to such third-parties. Any use by Corecentra of the Customer name, logo(s), trademark(s), copyright(s), or the like, permitted by Customer under this Agreement, is not transferable by Corecentra.

26. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
27. **Grant Funding.** Corecentra understands that and acknowledges that this Agreement may be totally or partially funded with federal funds. Corecentra represents and warrants that it is and will remain in compliance with all applicable federal provisions, including those attached as Exhibit "B" attached hereto and incorporated herein for all purposes.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY



Jaime Kovar
Purchasing Agent

12/8/2020

Date

REVIEWED:



Information Technology Department

REVIEWED:



Health & Human Services Department

NGORGANIZE INC. DBA CORECENTRA



Authorized Agent – Signature

ANIRUDH AJITH

Authorized Agent- Printed Name

SECRETARY & TREASURER

Title

NOVEMBER 25, 2020

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 42,000.⁰⁰ are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

Exhibit A: Corecentra's Revised Proposal and Proposed Statement of Work
Exhibit B: Federal Clauses

Exhibit A



Health & Human Services Next-Generation Management Software

Corecentra Solutions

Revised Proposal for Fort Bend County

PREPARED FOR

Oluwagbenga (Ben) Adesope, Deputy Chief of Health & Human Services
Robert (Ed) Sturdivant, County Auditor
Fort Bend County

PREPARED BY

Anish Nagar
Chief Executive Officer
Corecentra Solutions



October 7, 2020

Fort Bend County
301 Jackson St
Richmond, TX 77469

Dear Ben,

Thank you for your time and thoughts over the last several weeks. Per our discussion last week, we wanted to send over a revised proposal that reflects our mutual interest in beginning the process of data transformation as the ongoing crisis has magnified the need for better tools and technology.

In the attached Scope of Work ([Appendix A](#)), we propose a streamlined Phase I project that will provide immediate value to the County's efforts to coordinate its various Health and Human Services activities, particularly in this challenging moment for public health, and lay the foundation for enhanced data standardization, transparency, and auditability across the county. This project would:

1. **Accelerate** aggregation and analysis of performance data across various HHS programs; and
2. **Track** costs, milestones, and tasks at the project/program level; and
3. **Link** results and expenditures from HHS to corresponding budget & funds

The core operational benefits would include:

1. **Centralized digital data management** & tracking across projects, regions, and departments
2. Real-time financial and social **performance analytics** with robust standard dashboards
3. **'Self-service'** access to granular, accurate, and timely data for departmental leaders & managers
4. Highly scalable & flexible digital infrastructure designed for **rapid-response initiatives**

We have also included suggestions for future work beyond Phase I to address critical needs related to comprehensive data aggregation, seamless integration of 'niche' IT systems, and resource & financial tracking across the county. At full deployment, Corecentra would allow county leaders to i) receive real-time updates to make proactive decisions and ii) leverage insights to improve services.

As a Fort Bend County-based company, we are proud to offer this six-month Phase I (including a 10-week implementation process) to the County for \$42,000, which represents an **~90% savings** based on our standard prices. As Fort Bend taxpayers, we intend to minimize costs to the County as much as possible.

We are standing by to answer any questions or provide additional information. Please do not hesitate to contact me at anish.nagar@corecentra.com or (281) 685-3265. Thank you for your time and attention.

Warm Regards,

Anish Nagar
Chief Executive Officer, *Corecentra Solutions*



Table of Contents

Company Overview	4
Emergency Response & Impact Management (ERIM) Overview	5
Appendix	6
Appendix A. Scope of Work	6



Company Overview

Founded by Rosenberg-based entrepreneurs, Corecentra is a Software-as-a-Service company with a strong mission orientation: to provide cutting-edge software tools to organizations that are focused on improving lives & communities.

Corecentra offers ready-to-use, cloud-hosted tools that can be deployed within 48 hours. The software is a scalable platform with purpose-built functionality for large, matrixed organizations, but also allows for customizations (including new features, modules, and integrations) to be implemented within days and weeks (vs. legacy systems that consume months or years). The intuitive User Interface (UI) and robust support from our team allows for rapid adaptation by your user groups.

Corecentra's underlying digital foundation, a proprietary software framework, enables rapid deployment, customization, integration, and continuous enhancement. Corecentra's technical advantage comes from the adaptability of its digital structure: while its ready-to-use features provide expansive and well-designed management solutions, the software also maintains flexibility to add enhancements and integrations for scalability without compromising the intuitive interface or requiring expensive jerry-rigged workarounds. Our goal is to ensure that current and future needs will always be met as your organization and operations evolve.

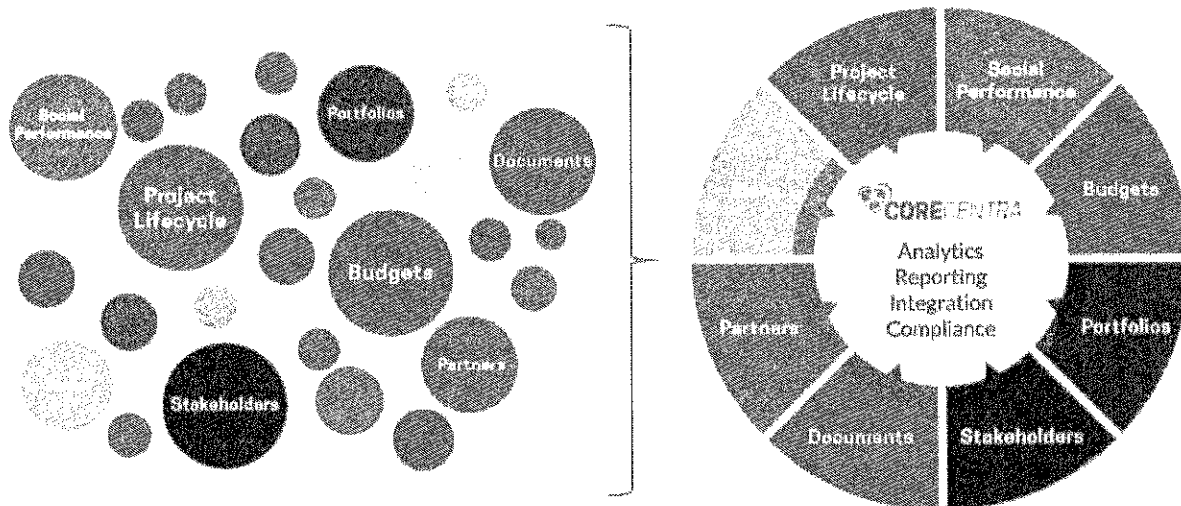


Figure 1.1: Corecentra upgrades the capabilities of legacy systems, breaks down barriers for the flow of information across previously siloed data sources, and fills functional gaps not covered by existing systems.



Emergency Response & Impact Management (ERIM) Overview

Powered by the Corecentra software engine, ERIM is a cutting-edge platform designed for organizations with significant emergency management responsibilities *in addition to* an expansive set of non-emergent services and mandates.

Corecentra's ERIM platform can easily manage and integrate the array of different operating components while automating the time-consuming, complex, and mission-critical tasks, including:

- Portfolio fund contribution and disbursement with seamless links to project management
- Budget & expenditure tracking (at a program, project, and service level)
- Supply logistics and distributions
- Operational tasks with multiple 'moving parts' and contributors
- Community partner & aid contributor management
- Documents & image tracking for claims purposes
- Real-time monitoring & analysis of impact (i.e. results & outcomes of every dollar spent)

As part of our contribution to the COVID response, we can also make available through ERIM several dedicated features to support contact tracing efforts and generate actionable insights of at-risk people, infections, community spread, localization, concentration, and trends and projections.

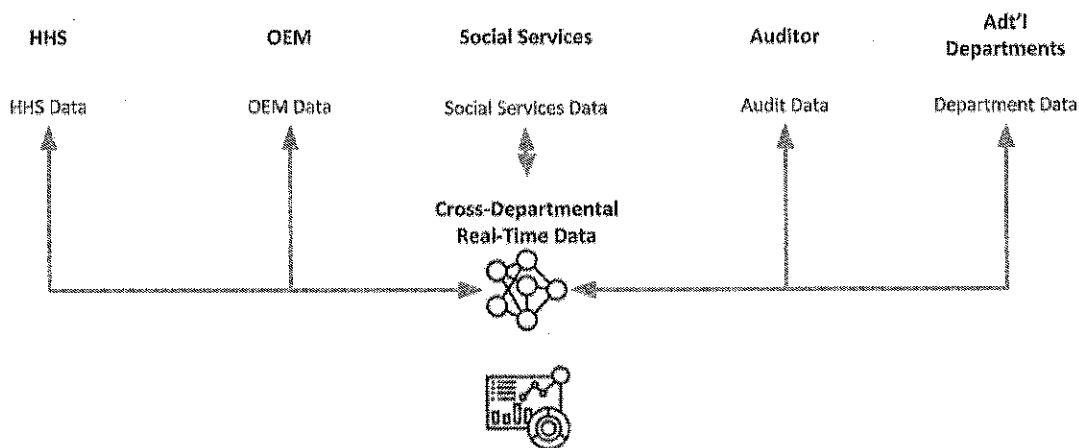


Figure 1.2. Departmental data can be connected and shared in Corecentra's proprietary Quantified Narrative™ workflow, transforming the organization from 'data silo' model to an integrated & automated data-sharing model. The benefits are clear: organizational-wide transparency, real-time & accurate data for decision-making, and increased cross-departmental communication and collaboration.



Appendix

Appendix A. Scope of Work

Enclosed.

Health & Human Services Data Management

Phase I Project for Fort Bend County

Proposed Statement of Work

Prepared for: **Fort Bend County**
301 Jackson St
Richmond, TX 77469

Fort Bend Contacts: Robert (Ed) Sturdivant
County Auditor

Oluwagbenga (Ben) Adesope
Deputy Chief of Health & Human Services

Prepared by: **Corecentra Solutions**
5723 Euclid Loop
Rosenberg, TX 77469

Corecentra Contacts: **Anish Nagar, CEO**
anish.nagar@corecentra.com
281-685-3265

Ani Ajith, CFO
ani.ajith@corecentra.com
832-729-2906

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Table of Contents

STATEMENT OF WORK	3
OVERVIEW	4
Background, Purpose, General Scope	4
County Scope & Activities	4
User Subscriptions	5
DETAILED SCOPE	5
ERIM Base Modules	5
Advanced Itemized Tracking Workflow	6
Suggested Configurable Options	6
Intelligent Notification & Alerts	6
Fund Allocation Approval & Review Workflow	6
Custom Analytics & PDF Reports (2x)	6
COVID-19 Module with Analytics Dashboard	6
RESOURCES, TIMELINE, AND PRICING	7
Resource Requirements	7
Timeline	8
Pricing and Fee Schedule	9
Potential Future Change Orders: Suggested Configurable Options	10
Risks	10
ASSUMPTIONS	10
Resources & Access	10
Work Location And Resources	11
CHANGE CONTROL	11
Change Control Policy	11
SOFTWARE RIGHTS & INTELLECTUAL PROPERTY	12
INVOICING CONTACT	13
APPROVALS	13
EXHIBIT A: ERIM Base Module Descriptions	15

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STATEMENT OF WORK

This Statement of Work ("SOW") is effective as of [SOW Date of Execution] (the "SOW Effective Date") and is entered into by and between Fort Bend County ("Fort Bend County" or "County" or "Customer") and NGOrganize Inc. dba Corecentra (together with its subsidiaries and affiliates, "Corecentra" or "Contractor"), collectively the "Parties."

We anticipate that this SOW will be subject to the terms and conditions contained in a Master Services Agreement or other definitive contract by and between the Parties (the "Agreement"), and recommend that this SOW be incorporated into and made a part of the Agreement on the date of the Agreement's execution. In the event of any conflict or inconsistency between the terms of this SOW and the terms of the Agreement, the terms of this SOW shall govern and prevail.

In accordance with and subject to the provisions of this SOW and the Agreement, Corecentra will provide the County with access to its Emergency Response and Impact Management software ("ERIM"), deliver deployment services, support and other services to the County for the duration of the SOW Term (as defined below) (collectively, the "Services"). Satisfactory execution of the SOW is conditioned upon each of the Parties meeting the conditions, requisites, requirements, expectations and responsibilities listed hereunder. Along with any and all customizations, source code, designs and documents that are referenced in this SOW, ERIM is the sole intellectual property of Corecentra.

Pricing and payment terms for the Services in the SOW are outlined in the Fee Schedule below. The term of this SOW shall expire six (6) calendar months from the SOW Effective Date (the "SOW Term").

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1.0 OVERVIEW

1.1. Background, Purpose, General Scope

Based on our conversations to-date, we understand that the County is facing challenges viewing and understanding cross-departmental and cross-functional team data (e.g. data exchanged between the Auditor and HHS, cross-team allocations & expense data, etc.).

Following a preliminary organizational, systems, and process review, Corecentra has identified challenges and opportunities for improvement. This SOW is designed to address some high-priority and high-severity issues. As a result, Corecentra is recommending this scope of work (and the associated timeline, resourcing, and pricing) to provide a expedited Phase I deployment of the following **critical-need capabilities**:

- Deploy the Corecentra ERIM base software and its base modules; and
- Deploy Corecentra's Advanced Itemized Tracking Workflow functionality to provide a deeper view of itemized costs, tasks, and milestones relative to budget and project plan.

The County will also have the option to effect Change Order(s) (as defined below) to execute the following Suggested Configurable Options (as defined below) that are not within the Phase I scope, as well as other changes as contemplated and mutually agreed upon by the Parties:

- Intelligent Notification and Alert Center
- Fund Allocation Approval and Review Workflow
- Custom Analytics & Reporting Dashboard PDF Reports (2x)
- COVID-19 Module with Analytics Dashboard

1.2. County Scope & Activities

To ensure a successful and timely completion of the work contemplated herein, the following is a list of the required scope and activities for the County:

- Provide Executive Sponsorship to address management or contract-level decision
- Provide a Project Lead to coordinate Project Management activities
- To meet the County's On-Premise hosting requirements, provide authorized access to an environment to install ERIM software and/or dedicated technical staff to perform/coordinate the set-up and installation
- Provide access to Subject Matter Experts (SMEs) as well as existing IT systems, documentation, and processes as necessary for requirements gathering, environment configuration, and full deployment
- Hold internal resources accountable to complete their tasks per the project timeline
- Define and execute on a communication & change management plan

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1.3. User Subscriptions

A user subscription is linked to a single employee (and their official email address / employee number). Multiple individuals may not share an account. User subscriptions can be shared across different departments (e.g. 3 for HHS, 1 for Audit, 1 for Social Services).

2.0 DETAILED SCOPE

2.1. ERIM Base Modules

Descriptions of the ERIM Base Modules are included in [Exhibit A](#).

INCLUDED FEATURES

- | | |
|----------------------------------|---------------------------------|
| → Fund and Portfolio Management | → Monitoring & Evaluation (M&E) |
| → Live Impact Analytics | → Contributors |
| → Projects and Programs | → Partners & Stakeholders |
| → Results and Impacts | → Budgets & Project Allocations |
| → Risks, Action Items, and Tasks | |

INCLUDED ANCILLARY SERVICES

- | | |
|---|--|
| → Software Setup and Configuration | → Defect Resolution Support |
| → Remote Training | → Knowledge Base Support |
| → Ongoing Cloud Hosting (Google Cloud)
or On-Premise Hosting | → 3GB of Document Storage (for Cloud
Hosting) |

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2.3. Advanced Itemized Tracking Workflow

With these advanced features activated in the Phase I environment, Fort Bend County will be able to track itemized costs for each project. Users will be able to:

1. Create and log itemized costs at the project level; and
2. Use aggregated costs to understand expenditure per project; and
3. Connect Budgets to Projects and Funds / Portfolio records;

2.4. Suggested Configurable Options

Subject to the Change Order provisions herein, County can request the following add-on features and modules during or following Phase I:

2.4.1. Intelligent Notification & Alerts

County can configure email alerts & thresholds OR implement a centralized notification center within the application. Configuration will include 5 threshold triggers (e.g. "When the amount spent surpasses the budget, notify the Auditor"). Email alerts will send notifications to the user's email address. The in-app centralized notification center will show a user's notifications.

2.4.2. Fund Allocation Approval & Review Workflow

County will be able to access workflow features within the Fund ("Portfolio") module to set up approval workflows and track new fields for claims management and auditing.

2.4.3. Custom Analytics & PDF Reports (2x)

County can configure and create 2 PDF-exportable reports to provide the Judge, Commissioners, and other stakeholders (e.g. partner organizations, state officials, community leaders, residents) with timely, accurate information--without having to recreate analyses or perform manual analysis. PDF Reports will be limited to existing data within ERIM (no net new field creation).

2.4.4. COVID-19 Module with Analytics Dashboard

With the COVID-19 Module, the County would be able to quickly aggregate data across county efforts to tackle COVID-19 and gain actionable insights to improve initiatives. Contingent on further discovery and requirements gathering, the module may be able to incorporate contact tracing data.

With the COVID-19 Module with Analytics Dashboard, Users would be able to:

- Import Excel sheets into ERIM
- Manage and edit record data within ERIM
- Store record data within smart folders ("Projects")
- Connect Projects with budgets and Funds ("Portfolios")
- View aggregate record data through different filters
- Connect Projects with partners, internal and external stakeholders
- Eliminate/reduce reliance on manual Excel analysis and paperwork

3.0 RESOURCES, TIMELINE, AND PRICING

3.1. Resource Requirements

The table below lists required resources from Corecentra and County:

Resource Role	Responsibilities
Corecentra	
Project Manager	Manage project and deployment-related activities
Implementation Lead	Coordinate implementation, deployment, and customization
Customer Success Manager	Oversee production rollout and post-production satisfaction
County	
Project Delivery Sponsor	Handles management-level oversight. The sponsor endorses and directs the fiscal and decision-support needs of the project; communicates the implementation direction; approves all change requests to project scope, schedule and budget; reviews deliverables; and solicits feedback and buy-in within the County.
Project Lead	Collaborates with Corecentra to oversee all activities related to pre- and post-deployment implementation, facilitates training, and coordinates with appropriate County departments
SME Lead	The County lead for requirements gathering, user testing, issues, and approvals. The SME Lead will coordinate with end-users for training and provide or coordinate approvals from departments.

To fulfill its obligations hereunder, Corecentra may, at its sole discretion, add, swap, or remove resources without approval from the County.

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3.2. Timeline

Project Execution & Monitoring

The Corecentra Project Manager will manage the following as part of the project deliverables:

- Project Plan
- Key Decisions
- Action Items
- Project Status Updates
- Deployment Instructions if installing software in County digital environment (i.e. on-premise hosting)

Project Plan

The engagement with our team will be minimally intrusive with a seamless transition and onboarding plan. We have included a phased deployment of our advanced modules to spread out the demand on County staff and incorporate feedback at every stage of the process.

For illustrative purposes only, we have prepared a sample project plan that meets the requirements of the SOW; the actual project plan will be set with mutual agreement of the County and Corecentra and is subject to change during the Term.

The timeline below is for a cloud-hosted solution and may shift to accommodate coordination for an On-Premise hosted installation; it is also contingent on staff availability given COVID-19.

Phase	Task	Timing
Requirements Gathering & Rapid Deployment		Weeks 1 - 2
	Deploy Ready-To-Use ERIM Base Modules	Week 1
	Provision ERIM software in Fort Bend Environment or Google Cloud. Conduct a handover to County IT.	Week 1
	Collaborate with County to Configure Base Hierarchy	Week 2
	Provide User Training (1 day)	Week 2
	ERIM Ready for Use in Production	Week 2
	Gather and Finalize Requirements	Week 1 and 2
Phased Deployment of Advanced Workflows		Week 3 to 9
	Configure Advanced Itemized Cost Tracking Workflow	Week 3 - 6
	User Acceptance Testing + Deployment of Workflow	Week 7 - 9

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3.3. Pricing and Fee Schedule

SUBSCRIPTION <i>Based on 5 user subscriptions at \$8,600 per user per month for ERIM Base Modules</i>	STANDARD MONTHLY 5-USER FEE	STANDARD 6-MONTH FEE	DISCOUNTED 6-MONTH FEES (85% Discount)
ERIM Base Modules (9 Modules)	\$43,000	\$258,000	\$42,000
Advanced Itemized Tracking Workflow	\$3,750	\$22,500	(Full Waiver) \$0
Subscription Fees	\$46,750	\$280,500	\$42,000

SERVICES	ONE-TIME CHARGES		
	STANDARD FEE	DISCOUNT APPLIED	DISCOUNTED FEES
Onboarding & Training	\$20,000	Full Waiver	\$0
Defect Resolution Support & Knowledge Base Support	\$10,000	Full Waiver	\$0
On-Premise Install	\$30,000	Full Waiver	\$0

TOTAL ESTIMATED FEES	STANDARD FEES	DISCOUNTED FEES
SUBSCRIPTION	\$280,500	\$42,000
SERVICES	\$60,000	\$0
Total Estimated Fees (6-Month Term)	\$340,500	\$42,000

Total Savings (~90% Total Discount) **\$298,500**

Payment Terms

Upfront, net 15

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3.4. Potential Future Change Orders: Suggested Configurable Options

SUGGESTED CONFIGURABLE OPTIONS	ONE-TIME CHARGES		
	STANDARD FEE	DISCOUNT APPLIED	DISCOUNTED FEES
Intelligent Notification & Alerts	\$22,500	33%	\$15,000
Fund Allocation Approval Workflow	\$22,500	33%	\$15,000
Custom Analytics & PDF Reports	\$20,000	33%	\$13,320
COVID-19 Module	\$25,000	33%	\$16,650

For the purposes of clarity, the above Suggested Configurable Options are not part of the Proof of Concept nor contemplated within this SOW. Implementation of any or all of these Options would require a Change Request (as defined herein).

3.5. Risks

The County acknowledges there are many potential risks that could threaten the successful execution of this SOW that are outside of the control of Corecentra, and indemnifies Corecentra for any damages, defects, or limitations of functionality resulting from the County's or a third-party's negligence or conduct; these risks include but are not limited to:

- Insufficient access to, documentation of, or configuration to existing County IT systems or other processes to allow the successful implementation of the Corecentra SOW; and
- The failure or unanticipated performance of third-party hosting services, software, hardware, or other maintenance, support, or professional services; and
- The failure to meet or fulfill all the requirements and activities outlined in Section 1.2 "County Scope & Activities" or in Section 4.1 "Resources & Access" herein.

4.0 ASSUMPTIONS

4.1. Resources & Access

This SOW is based on the following key assumptions:

- County will provide effective program sponsorship throughout the project, ensuring executive presence with responsibility over operational, budget, and IT initiatives.
- Corecentra has full access to appropriate SMEs for requirements-gathering effort.
 - County SMEs and IT staff will be made available for interviews and, as appropriate, for review of deliverables and feature validation.

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- County will provide access to data and requirements from other, relevant pre-existing IT systems and processes required for successful Corecentra deployment
- County will provide timely access to documentation for requirements gathering and to ensure objectives are being met.
- County will provide adequate facilities for meetings and project team member work areas, as appropriate and necessary.
 - Activities related to this project may be performed remotely as agreed by County project management and Corecentra.
- Professional Services (onsite or offsite) will be performed during normal business hours, Monday through Friday, except Corecentra holidays and scheduled vacations unless otherwise directed on a case-by-case basis.

4.2. Work Location And Resources

Given the current public health exigencies, engagement by Corecentra staff will be performed through remote meetings (e.g. via Zoom or Google Hangouts) unless absolutely necessary, e.g. mission-critical meetings deemed as such by mutual approval of County and Corecentra.

5.0 CHANGE CONTROL

5.1. Change Control Policy

The scope described in this SOW is based on the discovery effort conducted to-date. The SOW scope herein incorporates County's requirements for a production-capable Proof of Concept.

The County may request, and the respective project managers or sponsors of the Parties may mutually agree to, requests that alter the scope; specification; design; application functionality; timeline of development, delivery, or deployment; or Term outlined in this SOW ("Change Request"). Any such Change Request shall be addressed through the following process:

- In the event the County desires to alter the SOW, County and Corecentra will document such proposed scope changes and cost implications in the form of a written Change Request subject to the review and approval of authorized individuals of both Parties;
- Once a Change Request is generated, it will be submitted within five (5) business days to the appropriate County's purchasing and/or decision-making authority and to Corecentra for approval.
- By mutual written consent, the Parties may subsequently modify this SOW to reflect the terms of the Change Request;
- Corecentra will not commence any work that has not been authorized by the original SOW or a SOW that reflects the Change Request;

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- Neither party shall be obligated to perform any duties under any Change Request that has not been duly authorized and executed by each of the parties. County may reject discretionary change requests (i.e. those submitted by Corecentra).

6.0 SOFTWARE RIGHTS & INTELLECTUAL PROPERTY

For purposes of this SOW and the Agreement, "Corecentra IP" shall mean all technology and intellectual property, including, but not limited to, data, source code, customized modules or features, materials, information, know-how, methods or techniques, whether or not patented or patentable, copyrighted or copyrightable, or trade secrets, that are (a) owned or controlled by Corecentra as of the date hereof, (b) conceived, developed or reduced to practice by employees of, or consultants to, Corecentra after the date hereof and outside of or within the conduct of the SOW or Agreement, (c) covering or embodied in the Services or (except to the extent of any Customer technology or information included therein), or (d) any modifications, improvements and/or derivatives of any technology and intellectual property rights described in (a) – (c) in this Intellectual Property section. Corecentra IP is solely owned by Corecentra.

Customer acknowledges and agrees that Corecentra owns the proprietary rights and Intellectual Property for the subscribed-to and licensed software, that any SOW or Order Form is not a "work for hire" agreement and that Corecentra retains all rights, title and interest in and to the Corecentra IP except for the licenses and subscriptions granted hereunder for the term period specified. Corecentra hereby grants Customer and its affiliates a limited, non-exclusive, non-sublicensable, non-transferable right to access and use the Services and the deliverables thereof during the Term herein.

To the extent that this SOW, the Agreement, or any Change Requests contemplate the use of Corecentra professional services ("Professional Services"), Corecentra shall solely and exclusively own all right, title, interest in the Professional Services and any work product thereof ("Work Product"), including all derivatives, enhancements and modifications of the Professional Services and Work Product, whether created by Corecentra or Customer, together with all intellectual property and other proprietary rights therein. Customer hereby makes all assignments necessary to accomplish the foregoing ownership. Corecentra grants Customer a non-exclusive, non-transferable, non-sublicensable subscription or license to use the Work Product solely for Customer's internal organizational purposes and only in connection with use of the Services. All such other restrictions that govern Customer's use of the Services shall also govern the use of the Work Product, which will be deemed the confidential information of Corecentra.

Customer shall not cause or permit reverse engineering, disassembly, or decompilation, or make any attempt to discover the source code of any Corecentra IP. Customer will not alter or impair any acknowledgement of copyright or other intellectual property rights of Corecentra that may

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appear in such Corecentra IP. Notwithstanding anything to the contrary in any non-disclosure agreements by and between the parties (each of which is incorporated as an appendix hereto), Customer shall not (a) permit third parties to use the Corecentra IP, (b) copy, distribute, assign or resell such Corecentra IP, or (c) rent, lease or loan such Corecentra IP. Only the Customer's directors, officers, and employees shall be considered authorized users of any Corecentra work product, including Corecentra IP, and Customer is not permitted to allow non-authorized users to use any Corecentra work product, including Corecentra IP.

In the case of the termination of the Agreement, Customer shall be solely responsible for downloading, exporting, or otherwise transferring its data hosted, used, or otherwise stored in systems, products, and services provided by Corecentra.

7.0 INVOICING CONTACT

Corecentra will submit invoices to the following County contact:

Contact Name: Robert (Ed) Sturdivant, *County Auditor*
Mailing Address: 301 Jackson St
City/State/Zip: Richmond, TX 77469
Phone: 281-341-3760
Email: Ed.Sturdivant@fortbendcountytexas.gov

8.0 APPROVALS

A signature on this page by an authorized representative of the County indicates its acceptance of this Statement of Work. The date of execution by the Customer is the SOW Effective Date.

NGORGANIZE, INC. dba CORECENTRA

FORT BEND COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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EXHIBIT A: ERIM Base Module Descriptions

Portfolio & Fund Management: Create, manage, and track the distribution of multiple funds (including funds from the Federal government, State, Independent Sponsors, etc.) with the ability to allocate capital based on live budgetary and initiative insight. Gain real-time insights on how the funds are being used, where the funds are being distributed to, and the impact of the funds all through our system.

Impact Analytics & Claims: View Financial, Economic, and Social Performances through live dashboards with actionable analytics. Real-time reports show 'to-date' impact, cost per beneficiary, and current status on all initiatives. Save time on claims reporting through dashboards that provide crucial information for management and finance departments.

Programs & Services: Standardize and centralize program and service management using ERIM's Project capabilities. Use a single system to plan, execute, and manage programs through their entire lifecycle. The Projects module includes the ability to track logistics (supplies, procurement, resources), standardized tasks, and program risks. Link impact, program, and financial data to programs and services to provide actionable insights for strategic planning and reporting.

Sponsors/Partners: Track and manage key stakeholders, financial sponsors, and partners (nonprofits, hospitals, volunteer groups, etc) and connect them directly to relevant programs or services.

Budgets: Enable a discrete budget for each initiative from the master portfolio and allocated funds. Tracks expenditures and 'Approved vs. Actuals vs. Forecast' with status with green-yellow-red alert flags showing which program budget may be impacted, preventing unwarranted cost overruns.

Risks: Create a risk management plan for programs, projects, and services. Manage ongoing risks and track mitigation plans.

Tasks & Action Items: Develop standardize lists and protocols for employees and volunteers to follow. These tools will help aid clean and efficient data capture.

Beneficiaries: Track who you are helping and the associated cost -- leverage metrics such as Cost per Beneficiary for budget and fund allocation planning.

Results and Impacts: Manage the impact of every dollar and initiative. Standardize impact metrics across multiple projects and services to understand how your organization is helping the community (i.e. standardize "Senior Citizens Who Tested Negative" and track this metric for all testing-related programs).

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Monitoring and Evaluation (M&E): Real-Time dashboards and functionality to help organizations understand the status of all live programs/initiatives, costs associated with the programs, overall impact (with the ability to deep-dive), and actionable insights on what to do next.

Document Tracking: Store critical documentation (including claims and images) at every project or initiative. Centralize documents to allow for easy access & share with a complete audit trail.

Profit & Loss (P&L): Track operating costs, expenses, and income on a month-by-month basis that provides real financial health of budget and expenses.

Export/Import Data: Use ERIM's Excel importer to migrate external data while using the exporter to extract data. Easily export data for use in external applications and government filings (e.g. FEMA).

Exhibit B

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

NGOrganize, Inc. dba Corecentra, ("Contractor"), understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

1. Remedies and Breach.

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. Termination.

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

3. Civil Rights.

Contractor agrees to comply with state and federal anti-discrimination laws, including: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*); Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107); Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688); Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and the Texas Department of State Health Services' administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for

ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

Contractor agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at:

http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml

Contractor agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

4. Davis-Bacon Act.

As amended (40 U.S.C. 3141–3148), when required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions

Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the DHS and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job. The Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

6. Rights to Inventions under a Contract or Agreement.

Contractor acknowledges that the federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes. Contractor will comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements.”

7. Clean Air.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities”. It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Clean Water.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities”. It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000

financed in whole or in part with Federal assistance.

9. Energy Policy and Conservation Act.

The Contractor must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Section 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

10. Government-wide Debarment and Suspension.

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. Debarred Subcontractors-Licenses

Contractors shall further require that subcontractors certify that they have not voluntarily surrendered within the past three (3) years any license issued by DSHS.

12. Compliance of Audit Inspection Findings

Contractor understands and must ensure its compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of this contract and the goods or services provided hereunder. Any such correction related to the Contractor's actions shall be at the Contractor's expense. Whether Contractor's action corrects the noncompliance will be solely the decision of the County.

As part of the Services, Contractor must provide to County upon request a copy of those portions of Contractors' internal audit reports relating to the Services and deliverables provided to the County under this contract.

13. Destruction of Confidential Information

When required, Contractor will provide HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. 45 CFR 164.308; 164.530(c); 1 TAC 202.

14. Eligible Expenses

Contractor ensures that services will not include entertainment expenses or fund Sectarian worship, instruction, or proselytization.

15. Prohibited Marketing or Sale of Confidential Information

Contractor will not engage in prohibited marketing or sale of Confidential Information. 45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002.

16. Reporting of Criminal Offense

Contractor certifies that it shall not permit any person who engaged, or was alleged to have engaged, in (1) any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or (2) been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the County.

17. SAO Audit

Contractor understands that acceptance of funds acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Contractor agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested.

18. Subcontractors

Contractor shall ensure that all written agreements with subcontractors incorporate the applicable terms of this Contract. Contractor shall ensure that all written agreements with the subcontractor include a provision that the subcontractor is solely responsible for paying its employees, subcontractors, joint venture participants, and agents. Subcontracts shall be in compliance with Title 25, TAC, Chapter 412, Subchapter B.

19. Employment Verification

Contractor will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform

work pursuant to the Contract.

20. Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Contractor certifies that it and all its subcontractors at every tier will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, award, including any extension, continuation, renewal, amendment, or modification covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

21. Compliance with Federal Law, Regulations, and Executive Orders

Contractor's attention is called to the fact that this Agreement between County and Contractor will be subject to financial assistance contracts between the County and various State or Federal agencies. The Agreement to be awarded, therefore, is subject to the terms of these agreements and will not proceed without these agreements having been duly executed. The Contractor will be required to comply with, in addition to other provisions of the agreement, the conditions required by applicable federal regulations. Contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

22. Compliance with Audit of Inspection Findings

Contractor understands and must ensure its compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of this contract and the goods or services provided hereunder. Any such correction related to the Contractor's actions shall be at the Contractor's expense. Whether Contractor's action corrects the noncompliance will be solely the decision of the County.

As part of the services, Contractor must provide to County upon request a copy of those portions of Contractors' internal audit reports relating to the Services and deliverables provided to the County under this contract.

23. Procurement of Recovered Materials.

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

24. Access to records, books, and documents.

In addition to any right of access arising by operation of law, Contractor will permit the Texas

Department of State Health Services or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section including but not limited to: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the Texas Department of State Health Services, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the Texas Department of State Health Services or any duly authorized authority, for the purpose of investigation or hearing, County will produce original documents related to this Contract. The Texas Department of State Health Services and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings.

25. No Waiver of State's Sovereign Immunity

Nothing in this Agreement will be construed as a waiver of sovereign immunity by the TxDSHS.

26. Insurance

Any and all insurance requirements set forth in this Agreement also apply to both Contractor and its Subcontractors, if any.

27. Child Support

Per Texas Family Code 231.006, a child support obligor or business entity remains ineligible to receive payments from state funds under a contract to provide property, materials, or services; or a state funded loan until: (1) All arrearages have been paid; (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or (3) the court of continuing jurisdiction over the child support order has granted the obligor an exemption from ineligibility as part of a court-supervised effort to improve earnings and child support payments.

Before payment can be released, Contractor will supply County with the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity.

Under Section 231.006, Family Code, the Contractor certifies that the individual or business entity named in this Agreement or (bid application) is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

EXHIBIT 3



NGOrganize Inc. dba Corecentra
5723 Euclid Loop
Rosenberg, TX 77469

May 4, 2021

Kimberly Coronado
Fort Bend County
301 Jackson St, Suite 201
Richmond, TX 77469

Re: Corecentra as a sole source provider

Dear Kimberly:

Corecentra uniquely provides a set of integrated software modules and services that empower county agencies and departments to deliver robust management & analysis tools to departmental leadership; and track & manage costs, milestones, and tasks at the project/program level; and generate accurate & reliable reports for County and community leaders to make proactive decisions within a proprietary and integrated data environment.

This is to confirm, in response to a Fort Bend County request for a sole source letter from our company, that NGOrganize Inc. dba Corecentra's Emergency Response & Impact Management (ERIM) software, including its add-on modules, is a sole source product that is manufactured, sold, serviced, hosted, and distributed exclusively by Corecentra. This software can only be purchased directly from Corecentra at the address listed above. There are no agents or dealers authorized to resell, service, or host this software, and ERIM software is sold solely as a direct transaction between Corecentra and end clients.

We are standing by to provide more information or answer any questions. Please do not hesitate to contact me at ani.ajith@corecentra.com or (832) 729-2906.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Anirudh Ajith', with a stylized flourish at the end.

Anirudh Ajith
Chief Financial Officer
NGOrganize Inc., dba Corecentra