

**FIRST AMENDMENT
TO CONTRACT NUMBER 2014-048-X-001**

THIS FIRST AMENDMENT (“Amendment”) to CONTRACT NUMBER 2014-048-X-001 is entered into and effective as of the date the last party signs (“Effective Date”) by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (“Florida Housing”), and EMPHASYS COMPUTER SOLUTIONS, INC. F/K/A NON-PROFIT INDUSTRIES, INC. D/B/A SOCIALSERVE.COM (“Service Provider”).

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 2014-048-X-001, dated March 25, 2014, (“Contract”) wherein Service Provider agreed to provide a fully inclusive affordable housing locator subscription. As used herein, “Contract” shall include within its meaning any modification or amendment to the Contract.
- B. The Service Provider has unique and specialized experience in designing and maintaining online databases available by search engine of affordable rental properties and other housing opportunities, including those housing projects designed to meet the needs of individuals with special needs.
- C. Florida Housing has a need to expand the operation of the affordable housing locator to make housing opportunity information available for case managers, care coordinators, housing specialists, transition coordinators and other staff assisting persons with special needs.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of the Effective Date. The above recitals are true and correct and form a part of this Amendment.

B. Amendments.

- 1. Section 11(a) is amended by appending the following:

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor’s duty to provide public records relating to this contract, contact the Corporation Clerk at:

Corporation Clerk
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Corporation.Clerk@floridahousing.org

2. Item (e) is hereby created under Section 12, Other Provisions: The Contractor understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.

3. Exhibit A, Scope of Services is amended by appending the following:

VII. PAIR Software

The Service Provider will work with Florida Housing to implement a “discovery” phase of a project that will help Florida Housing determine whether the PAIR (Prescreening, Assessment, Intake and Referral) software is a feasible and reasonable approach to facilitate greater and improved access for Florida Housing-financed permanent rental supportive housing units set aside for persons with special needs or homeless households. Florida Housing’s objective in conducting this discovery is to standardize and automate the implementation and compliance processes in which designated supportive services agencies and networks prioritize and match their special needs or homeless consumers to available units set aside pursuant to Florida Housing’s Link Strategy and other related Florida Housing programs or initiatives.

The Service Provider has developed a proprietary software program to enhance the ability to match eligible households to available multifamily rental units using the PAIR module within the housing locator website. As a part of the discovery phase, the Service Provider will provide a framework that lays out specific requirements of the enhancements and a detailed proposal that will contain the following: full descriptions of the enhancements, timelines for development and implementation, roles and responsibilities and associated costs for development of a Florida PAIR approach, including the first 3 years of operation. Delivery of the PAIR component and other associated materials will be completed by January 31, 2017.

During the discovery phase, the Service Provider will be on site at Florida Housing at least once to review progress to date and conduct a meeting in person with the Core Workgroup. This meeting will occur within 60 calendar days after the execution of this Amendment. The Service Provider will also be on site to meet with Florida Housing’s senior staff to discuss the findings and recommendations resulting from the discovery phase; within 21 calendar days after the completion of the discovery phase.

4. Table 1 within Exhibit B, Fees/Costs Schedules is amended by appending the following:

Locator Software PAIRS component		
Scope of Service and Description	Delivery Date	Total Cost: \$15,000
A. Service Provider shall provide a complete list of elements and features contained in the PAIR component as they relate to Florida Housing's discovery objectives.	Within 30 days of execution of the Amendment	\$3,000
B. Service Provider shall provide an initial overview and demonstration of PAIR to core work group. This can be on-site or by webinar.	During first onsite visit (Date TBD)*	\$1,000
C. Service Provider shall interview each core work group member, identified content experts, and senior managers to evaluate the objectives, outcomes, user groups, consumers, implementation and adherence needs, as well as other important factors as they relate to Florida Housing's Discovery objectives.	Mid-October (Date TBD)*	\$6,000
D. Service Provider shall provide a training framework so core work group can operate a test of component in an applied environment.	November 30, 2016	\$3,000
E. Service Provider shall be available for an on-site meeting at Florida Housing to present the findings of the discovery phase, make recommendations based on the findings, and to provide information on timetables and costs for full implementation of a PAIR system that meets the needs and preferences of the Corporation.	January 31, 2017	\$2,000

*Dates will be mutually agreed upon in writing by both parties.

C. General Terms and Conditions.

1. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

2. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.


3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

5. Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT to Contract Number 2014-048-X-001, by a duly authorized representative, effective as of the Effective Date.

EMPHASYS COMPUTER SOLUTIONS, INC.

By: 
Name/Title: MIKE BYRNE / CEO
Date: 9/19/16
FEIN: 38-2464382

FLORIDA HOUSING FINANCE CORPORATION

By: 
Stephen P. Auger, Executive Director
Date: 9/20/16

Emphasys Software – Non-Profit Industries/Socialserve.com Transaction

On August 7, 2015, Emphasys Software (“Emphasys”) acquired the technology assets of Non-Profit Industries dba Socialserve.com (“NPI”). As a result the entire development, professional services/operations and marketing staff of NPI moved over to the Emphasys payroll as full-time employees.

In conjunction with the transaction noted above, Emphasys and NPI signed a subcontract agreement whereby NPI’s call center will continue to provide high quality support services for the products purchased by Emphasys. This long-term agreement ensures that all entities under the existing contracts will continue to receive all required call center services from NPI. On a day-to-day basis, you should experience a seamless transition, as all daily contacts should be with the same staff members as before.

Generic:

Emphasys Computer Solutions, Inc.
9675 NW 117th Avenue, Suite 305
Miami FL 33178

Contract Specific Contact

Emphasys Computer Solutions, Inc.
Attn: John Wilkens
9675 NW 117th Avenue, Suite 305
Miami FL 33178

305-599-2531 Ext. 6618

CONSENT

TO: EMPHASYS COMPUTER SOLUTIONS, INC. (the "Purchaser")
AND TO: NON-PROFIT INDUSTRIES (the "Seller")
RE: Contract for Fully Inclusive Affordable Housing Locator Subscription Services dated March 25, 2014 between the Florida Housing Finance Corporation and the Seller (the "Contract")

WHEREAS the undersigned has been advised that the Seller has entered into an asset purchase agreement for the sale to the Purchaser of certain assets of the Seller (the "**Acquisition**"), dated August 7, 2015;

THE UNDERSIGNED hereby (a) acknowledges that the Contract is in full force and effect and that the Seller is not in default under the Contract; (b) consents and agrees to the assignment by the Seller to the Purchaser of all of the Seller's rights and interests in, under and to the Contract, such assignment to become effective on the date below; (c) undertakes to execute and deliver all such further documents and do such further acts and things as may reasonably be requested to give effect to the assignment of the Contract; (d) acknowledges that the Purchaser shall be entitled to the same rights and subject to the same obligations which the Seller was entitled or subject immediately prior to the date below with respect to the Contract; (e) acknowledges that the Purchaser will assume all of the Seller's obligations under the Contract after the execution of this Consent; and (f) to the extent permitted by law, acknowledges and agrees not to disclose any information about the Acquisition, including, but not limited to, the parties to the Acquisition.

DATED this 11 day of April, 2016

**FLORIDA HOUSING FINANCE
CORPORATION**

Per: _____


Name: Stephen P. Auger
Title: Executive Director

**CONTRACT FOR
FULLY INCLUSIVE AFFORDABLE HOUSING LOCATOR SUBSCRIPTION
SERVICES BETWEEN
FLORIDA HOUSING FINANCE CORPORATION
AND
NON-PROFIT INDUSTRIES, INC. D/B/A/ SOCIALSERVE.COM**

This Contract for Fully Inclusive Affordable Housing Locator Subscription Services, 2014-048-X-001 (Contract) is entered into by and between the FLORIDA HOUSING FINANCE CORPORATION (Florida Housing), a public corporation and a public body corporate and politic, with headquarters located at 227 North Bronough Street, Suite 5000, Tallahassee, Florida, 32301, and NON-PROFIT INDUSTRIES, INC. D/B/A SOCIALSERVE.COM (Service Provider) located at 920 Pecan Avenue, Third Floor, Charlotte, North Carolina, 28205. This Contract shall become effective on the date the last party signs the Contract (Effective Date).

RECITALS

- A. The Service Provider represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide fully inclusive affordable housing locator subscription services identified herein and offers to perform those services described in Exhibit A, Scope of Services attached hereto and incorporated herein.
- B. Florida Housing has a need for such services and does hereby accept the offer of the Service Provider upon the terms and conditions as set forth in this Contract.
- C. Florida Housing has the authority pursuant to Florida Law to direct disbursement of funds for compensation to the Service Provider under the terms and provisions of this Contract.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **ATTACHMENTS**

This Contract includes the following attachments, which are incorporated herein:

- Exhibit A, Scope of Services
- Exhibit B, Fees/Costs Schedule

2. ENGAGEMENT OF THE SERVICE PROVIDER

The Service Provider agrees to provide fully inclusive affordable housing locator subscription services in accordance with the terms and conditions hereinafter set forth. The Service Provider agrees to perform the services set forth in Exhibit A, and as otherwise stated in this Contract. The Service Provider understands and agrees that all services under this Contract are to be performed solely by the Service Provider, and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing.

3. TERM OF CONTRACT

The initial term of this Contract shall be for three (3) years from the Effective Date. The Contract may be renewed twice. Each renewal shall be for an additional one (1)-year period. Renewals are at the discretion of Florida Housing and shall be contingent upon determination of satisfactory performance by Florida Housing.

4. MODIFICATION OF CONTRACT

Either party may request a modification of the provisions of this Contract. Modifications that are mutually agreed upon shall be valid only when reduced to writing, signed by the parties and attached to this Contract.

5. INVOICES

The Service Provider shall submit invoices to the program contact person in Section 10 of this Contract. Each invoice for fees shall be in a format that is clearly itemized so that the invoice states the specific services performed and when and where the services were performed. Payment of an undisputed invoice shall be made within a reasonable period of time not to exceed 30 days after receipt of the invoice. If the Service Provider is found to be in non-compliance with Florida laws, Federal laws, Florida Housing rules or Florida Housing policies governing its duties hereunder, or fails to perform its duties hereunder, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing.

6. FEES/COSTS

The Service Provider shall be compensated as described in the Fees/Costs Schedule attached hereto as Exhibit B.

7. LIABILITY; INDEPENDENT CONTRACTOR; COMPLIANCE WITH LAWS

(a) Florida Housing shall not be deemed to have assumed any liability for the acts, omissions, or negligence of the Service Provider, its agents, its servants, or employees and the Service Provider specifically accepts responsibility for its acts,

omissions or negligence and for the acts, omissions or negligence of its agents, servants or employees and shall defend and hold Florida Housing harmless from and against the claims of any party arising out of or claimed to arise out of any such acts, omissions, or negligence.

(b) This Contract is executed on behalf of Florida Housing by the signatory only in his or her designated capacity as representative and on behalf of Florida Housing. Such individual shall neither have nor incur any individual or personal responsibility or liability under this Contract as a result of such execution.

(c) Nothing herein shall be construed as a waiver of sovereign immunity by Florida Housing; it being the intent to reserve all such rights and immunities to the fullest extent of the law.

(d) The Service Provider, together with its agents, suppliers, subcontractors, officers, and employees, shall have and always retain under this Contract the legal status of an independent contractor, and in no manner shall they be deemed employees of Florida Housing or deemed to be entitled to any benefits associated with such employment. During the term of this Contract, the Service Provider shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law. The Service Provider remains responsible for all applicable federal, state, and local taxes, and all FICA contributions.

(e) The Service Provider shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State and local agencies having jurisdiction and authority. In addition, and by way of non-exhaustive example, the Service Provider shall comply with Florida Housing policies while on Florida Housing premises and in the conduct of its business with Florida Housing personnel.

(f) The Service Provider specifically accepts responsibility for the payment of all taxes, assessments, or contributions that may be required to be paid to any unit of government as a result of the payments being paid to or by the Service Provider, if any, in conjunction with the services rendered pursuant to this Contract. At no time shall the Service Provider make any commitments for or incur any charges or expenses for, or in the name of, Florida Housing.

(g) The Service Provider shall not be relieved of liability to Florida Housing for damages sustained by Florida Housing by virtue of any termination or breach of this Contract by the Service Provider.

8. DEFAULT AND REMEDIES

(a) If any of the events listed in subparagraph (b) of this section occur, all obligations on the part of Florida Housing to continue doing business with the Service Provider or assign any future transaction to the Service Provider shall, if Florida

Housing so elects, terminate and Florida Housing may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, Florida Housing may continue doing business with the Service Provider as a participant after the happening of any event listed in subparagraph (b) of this section without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the Service Provider in the transaction or any future transaction.

(b) The Events of Default shall include, but not be limited to, the following:

(i) If any report, information, representation or material provided by the Service Provider in this Contract is inaccurate, false or misleading;

(ii) If any warranty or representation made by the Service Provider in this Contract or any other outstanding agreement with Florida Housing is deemed by Florida Housing to be inaccurate, false or misleading in any respect;

(iii) If the Service Provider fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;

(iv) If, in the sole discretion of Florida Housing, the Service Provider has failed to perform or complete any of the services identified in the attachments;

(v) If the Service Provider has not complied with all Florida laws, Federal laws, Florida Housing rules or Florida Housing policies applicable to the work;

(vi) If the Service Provider has discriminated on the grounds of race, color, religion, sex, national origin, or disability in performing any service identified in the attachments;

(vii) If the Service Provider does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;

(viii) If the Service Provider commits fraud in the performance of its obligations under this Contract; or

(ix) If the Service Provider refuses to permit public access to any document, paper, letter, computer files, or other material subject to disclosure under Florida's Public Records Law.

(c) Upon the happening of any Event of Default listed in subparagraph (b) above, Florida Housing will provide written notice of the Default detailing the grounds that constitute the Event of Default (Notice of Default) delivered by courier service or

electronic mail, to the Service Provider at the physical or electronic address, as applicable, set forth in Section 10 herein.

(d) Upon the happening of any Event of Default listed in subparagraph (b) above, Florida Housing may provide the Service Provider a reasonable period of time to cure the Event of Default (Cure Period). If Florida Housing provides a Cure Period, Florida Housing will notify the Service Provider of the length of the Cure Period in the Notice of Default.

(e) If Florida Housing provides a Cure Period and if the Service Provider is unable or unwilling to cure the Event of Default within the Cure Period, Florida Housing may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude Florida Housing from pursuing any other remedies contained herein or as may be otherwise provided at law or in equity. The remedies include, but are not limited to the following:

(i) Florida Housing may terminate the Contract immediately upon written notice to the Service Provider delivered by courier service or electronic mail to the physical or electronic address, as applicable, set forth in Section 10 herein;

(ii) Florida Housing may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;

(iii) Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from the Service Provider to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Service Provider to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Service Provider to reimburse Florida Housing for the amount of costs incurred; or

(iv) Florida Housing may exercise any other rights or remedies that may be otherwise available under law.

9. TERMINATION

(a) Florida Housing may terminate the contract, without cause, at any time upon thirty (30) days written notice delivered by courier service or electronic mail to the Service Provider at the address set forth in Section 10 herein.

(b) The Service Provider may terminate this Contract, without cause, at any time upon ninety (90) days written notice delivered by courier service or electronic mail to Florida Housing at the physical or electronic address, as applicable, set forth in Section 10 herein. The Service Provider shall be responsible for all costs arising from

the resignation of the Service Provider and the costs associated with the appointment of and transition to a successor Servicing Agent.

10. ADMINISTRATION OF CONTRACT

(a) The Florida Housing contract administrator for this Contract is:

Della Harrell
Contracts Manager
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: (850) 488-4197
Fax: (850) 414-6548
E-mail: della.harrell@floridahousing.org
or the designated successor.

(b) The Florida Housing program contact(s) for this Contract is (are):

Bill Aldinger
Assistant Policy Director
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: (850) 488-4197
Fax: (850) 414-5479
E-mail: bill.aldinger@floridahousing.org
or the designated successor.

(c) The Service Provider contract administrator for this Contract is:

Van Gottel
Chief Executive Officer
P.O. Box 35305
Charlotte, NC 28235
Phone: (877) 428-8844, ext.202
Cell: (704) 609-1779
Fax: (866) 265-7811
E-mail: vg@socialserve.com
or the designated successor.

(d) All written approvals, referenced in this Contract, shall be obtained from the parties' contract administrator or their respective designees.

(e) All notices under this Contract shall be given to the parties' contract administrator.

11. PUBLIC RECORDS; CONFIDENTIALITY; COPYRIGHT, PATENT, TRADEMARK; FILES

(a) Public Records.

“Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the Servicer in connection with this Contract is subject to the provisions of Section 119.01-19, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The Service Provider represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

Pursuant to Section 119.0701(2), Fla. Stat., the Service Provider is required “to comply with public records laws, specifically to:

(i) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(ii) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(iv) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.”

Notwithstanding anything contained herein to the contrary, the provisions and requirements of this paragraph shall only apply if and when Trustee is acting on behalf of Florida Housing.

(b) Confidentiality.

(i) If the Service Provider asserts that any information or materials intended to be delivered or provided under this Contract constitute a trade secret, or are otherwise confidential or exempt from the public records disclosure requirements of

Florida's Public Records Law, such assertion must be made prior to submitting them to Florida Housing.

(ii) It is the Service Provider's obligation and responsibility to maintain the secrecy of trade secrets and the confidentiality of other confidential information by adequately marking such materials as confidential or exempt before forwarding such information or materials to Florida Housing.

(iii) In the case of work product furnished to Florida Housing pursuant to this Contract that is confidential, the Service Provider will treat such materials as confidential and will not reveal or discuss such materials or any other information learned as a result of this Contract with any other person or entity, except as authorized or directed by Florida Housing.

(iv) Working papers, copies, internal documents, procedures, methods and related materials considered confidential and/or proprietary shall be treated as confidential and/or proprietary and shall not be revealed or discussed with any other person or entity, except as authorized or directed by Florida Housing. All such records and materials will remain the property of Florida Housing.

(v) If the Service Provider is required to disclose or publish the existence or terms of transactions under this Contract pursuant to Florida's Public Records Law, then the Service Provider shall notify Florida Housing in writing of such disclosure within two (2) days after receipt of the Public Records request.

(c) Copyright, Patent and Trademark.

(i) If the Service Provider brings to the performance of this Contract a pre-existing copyright, patent or trademark, the Service Provider shall retain all rights and entitlements to that pre-existing copyright, patent or trademark unless the Contract provides otherwise.

(ii) If any discovery or invention arises or is developed in the course of or as a direct result of work or services performed under this Contract, the Service Provider shall refer the discovery or invention to Florida Housing for a determination whether patent protection will be sought in the name of the Florida Housing. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to Florida Housing. In the event that any books, manuals, films, or other copyrightable material are produced, the Service Provider shall notify Florida Housing in writing. Any and all copyrights or trademarks created by or in direct connection with the performance under this Contract are hereby reserved to Florida Housing.

(iii) All subcontracts or other arrangements entered into, by the Service Provider, with prior written approval and consent of Florida Housing, for the purpose of developing or procuring copyrightable materials (e.g. audiovisuals, computer

programs, software, publications, curricula, research materials or training materials, etc.) shall specifically reference and reserve Florida Housing's exclusive rights to use and exploit copyrights and licenses to the extent permitted by copyright law and Florida Statutes.

(d) Files.

(i) **Contents of the Files:** The Service Provider shall maintain files containing documentation to verify all compensation to the Service Provider in connection with this Contract, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by the Service Provider in connection with this Contract. The Service Provider shall also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Contract.

(ii) **Retaining the Files:** The Service Provider shall maintain these files for five (5) years after the fiscal year in which the files become inactive, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the aforementioned five (5) year period and extends beyond the expiration of the five (5) year period, these files will be retained until all litigation, claims, or audit findings involving the files have been resolved.

(iii) In addition, working papers, copies, internal documents, computer files, procedures, methods and related materials are considered confidential and/or proprietary and the Service Provider shall treat such information as confidential and/or proprietary and shall not reveal or discuss any such information with any other person or entity, except as authorized or directed by Florida Housing. All such records and materials will remain the property of Florida Housing.

(iv) **Access to the Files:** Upon reasonable notice, the Service Provider and its employees shall allow Florida Housing or its agent(s) access to its files during normal business hours, 9:00 a.m. to 5:00 p.m., E.S.T. Monday through Friday, provided such day is not a holiday.

(v) **Return of the Files:** In the event this Contract is terminated, all finished or unfinished documents, data, studies, computer files, correspondence, and other products prepared by or for the Service Provider under this Contract shall be submitted to Florida Housing within fifteen (15) days of such termination date.

12. OTHER PROVISIONS

(a) This Contract shall be construed under the laws of the State of Florida and venue for any actions arising out of this Contract shall lie in Leon County.

(b) No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by the Service Provider shall affect or extend or

act as a waiver of any other right or remedy of Florida Housing hereunder, or affect the subsequent exercise of the same right or remedy by Florida Housing for any further or subsequent default by the Service Provider. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.

(c) Any power of approval or disapproval granted to Florida Housing under the terms of this Contract shall survive the terms and life of this Contract as a whole.

(d) The Contract may be executed in any number of counterparts, any one of which may be taken as an original.

13. LOBBYING PROHIBITION

No funds compensation or other resources received in connection with this Contract may be used directly or indirectly to influence legislation or any other official action by the Florida or Federal Legislature or any state or Federal agency. The Service Provider further acknowledges that it has not retained the services of any lobbyist or consultant to assist in the procurement and negotiation of this Contract.

14. LEGAL AUTHORIZATION

The Service Provider certifies with respect to this Contract that it possesses the legal authority to enter into this Contract and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Contract with all covenants and assurances contained herein. The Service Provider also certifies that the undersigned possesses the authority to legally execute and bind the Service Provider to the terms of this Contract.

15. PUBLIC ENTITY CRIME

A person or affiliate, who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and;
- transact business with any public entity in excess of the threshold amount provided in s. 287.017, Fla. Stat., for CATEGORY TWO: \$35,000, for a period of 36 months from the date of being placed on the convicted vendor list. Any contract in violation of this provision shall be null and void.

16. CONFLICTS OF INTEREST

(a) Pursuant to Section 420.512(5), Fla. Stat.:

“Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term ‘service provider’ means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

(a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of \$100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to Florida Housing, while the service provider provides services to Florida Housing, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to Florida Housing, while the service provider provides services to Florida Housing, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(c) Service providers shall provide to Florida Housing a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider’s application to provide services to Florida Housing, whichever period is shorter.

(d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of Florida Housing.

(e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and s. 120.565, Fla. Stat.

(f) If Florida Housing determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into contracts with the service provider.”

(b) Section 420.503(32), Fla. Stat., states:

‘Prohibited business solicitation communication’ means a private written or verbal communication between a member, officer, or covered employee of Florida Housing and a service provider regarding the merits of the service provider and whether Florida Housing should retain the services of the service provider. The term does not include:

- (a) A verbal communication made on the record during a public meeting;
- (b) A written communication provided to each member and officer of Florida Housing and made part of the record at a public meeting;
- (c) A written proposal or statement of qualifications submitted to Florida Housing in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.
- (d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.
- (e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business.’

(c) By executing this contract, the Service Provider certifies that it shall comply with, and is currently in compliance with, Section 420.512(5), Fla. Stat., as amended.

(d) In addition to the conflict of interest rules imposed by the Florida Statutes, should the Service Provider become aware of any actual, apparent, or potential conflict of interest or should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of this Contract and prior to the conclusion of the Contract, the Service Provider will provide written notification of such conflict of interest to Florida Housing (Notice of Conflict of Interest) by courier service or electronic mail to the physical or electronic address, as applicable, set forth in Section 10 herein, within 10 working days. If Florida Housing, in its sole discretion, finds the Service Provider to be in non-compliance with this provision, without prior written consent from Florida Housing’s Executive Director, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing and all obligations on the part of Florida Housing to continue doing business with the Service Provider or assign any future transaction to the Service Provider shall, if Florida Housing so elects, terminate.

17. ENTIRE AGREEMENT

This Contract, including any and all attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions or obligations between

the parties. The Contract supersedes all previous oral or written communications, representations or agreements on this subject.

18. SEVERABILITY

If any provision of this Contract is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict or unenforceability, and shall be deemed severable, but shall not invalidate any other provision of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract Number 2014-048-X-001, each through a duly authorized representative, effective on the Effective Date.

NON-PROFIT INDUSTRIES, INC. D/B/A SOCIALSERVE.COM (Service Provider)

By:  _____

Van Gottel, as its Chief Executive Office

Date: 24-March-2014

FEIN: 56-2173215

FLORIDA HOUSING FINANCE CORPORATION (Florida Housing)

By:  _____

Stephen P. Auger, as its Executive Director

Date: 3/25/14

EXHIBIT A

SCOPE OF SERVICES

Scope of Services and Description	Minimum Scope of Services Standards
I. Locator Search and Property Registration Criteria	
<p>A. Features for Individual Users - Offeror shall provide an internet-based online site to the public and eligible property owners and managers that includes the features listed below. The Offeror may not charge a fee to the public or eligible property owners and managers for locator search of property registration services.</p>	<p>24 hours a day, daily for all items under section I.A.</p>
<p>1. Offeror shall ensure that the site provides public users to search for registered rental units that meet each household's needs and preferences using at least the following search criteria:</p>	
<p>a. Only units that are available to rent at the time of the search or within the near future;</p>	
<p>b. Location by county, city and street address;</p>	
<p>c. Number of unit bedrooms and bathrooms;</p>	
<p>d. Rent and related costs such as application fees, deposits, utilities;</p>	
<p>e. Acceptance of rental assistance subsidies such as HUD Housing Choice (Section 8) Vouchers;</p>	
<p>f. Income based or sliding scale rent;</p>	
<p>g. Credit and/or criminal background check requirements;</p>	
<p>h. Property characteristics, features and amenities;</p>	
<p>i. Unit characteristics, features and amenities;</p>	
<p>j. Property and unit accessibility and related features for persons with disabilities;</p>	
<p>k. Proximity to public transportation;</p>	
<p>l. Proximity to community resources such as schools, shopping and healthcare providers;</p>	
<p>m. Senior housing or other special needs population housing;</p>	
<p>n. Pets allowed; and</p>	
<p>o. Spanish speaking property management staff.</p>	

2. Offerer shall ensure that the site allows public users to conduct a basic search providing minimal information or more advanced searches providing additional information, including accessibility needs, that refines the rental unit search findings.	
3. Offerer shall ensure that the site allows public users to utilize online features to assist in determining the amount of rent they can afford, find information regarding rental assistance, tenant rights and responsibilities, as well as factors to consider when renting a home.	
4. Offer shall ensure that the site allows public users to access information and links to community resources that may be helpful to the household regarding self-sufficiency and financial assistance, supportive services for special needs, and emergencies.	
B. Locator Features for Property Owners and Managers- Offeror shall provide an internet-based online site that is free of charge to eligible property owners and managers and includes the features listed in B.1.through B.7.	24 hours a day, daily
1. Offeror shall ensure that property owners and managers are able to self-register and regularly update information regarding their rental properties and units that meet the determined eligibility requirements for inclusion in the affordable housing locator.	24 hours a day, daily
2. The Offeror shall have sufficient staff to assist property owners and management companies upon request to effectively initially register and update listings during regular call center hours;	During the hours the call-center is open to the public
3. The Offeror shall implement and monitor policies and procedures as established and approved by Florida Housing to ensure the registrant updates property and unit information in a timely manner;	On-going
4. The Offeror shall have sufficient staff and/or systems to ensure that a listing is updated by the property owner or management company	A registered listing shall be updated by the Development at least every 10 business days
5. The Offeror shall contact the Development by email or telephone notifying the property owner or management company that a registered listing is no longer current and request that the	A contact shall be made within 3 business days after the Offeror has determined the registered listing needs to

listing be updated.	be updated
6. The Offeror shall ensure that a process is implemented to follow-up on listings that need to be updated.	A unit listed as available will be pulled from the available listings file if the Development does not update the listing within 10 business days after the Offeror has determined the registered listing needs to be updated. If the listing is not updated by the Development within this timeframe, the Offeror will contact the Development to provide a warning that the listing will be deactivated if not updated.
7. Offeror shall have a process to notify the property owner or management company before a property is marked for permanent deletion. Process shall include how a property can be re-activated.	A registered listing will be permanently removed from the system if the listing has not been updated by the Development within 120 calendar days from the date that the Offeror determined it needs to be updated.
8. Offeror shall have a process to notify Florida Housing when a Development's listing has been permanently removed from the system	Quarterly report to designated staff at Florida Housing
II. Call Center Features	
A. Criteria for Call Center - Offeror shall provide a toll-free call center that provides trained staff in order to perform and accomplish the following:	9:00 a.m. to 6:00 p.m. Monday through Friday, Eastern Standard Time.
1. Assist property owners and managers to understand the purpose, function and requirements of the Affordable Housing Locator; and to assist eligible and interested parties to register and update information regarding their eligible rental properties and units.	At initial contact by the Development and on-going, as needed
2. Assist public users to understand the purpose, function and features of the Locator; provide instruction on how to conduct a rental unit search; and to conduct searches for callers and/or assist them with information and referral to community resources if they request the assistance.	At initial contact by the public user and on-going, as needed

3. Adequately staff the call center with bilingual employees to sufficiently, and in a timely manner handle the number of calls from Spanish-speaking users.	On-going
4. Offeror call center must meet national standards in handling calls and responding to inquiries from persons with hearing and vision impairments.	On-going, implement new standards within required or recommended timeframe
III. Locator Operational Capacity Criteria	
A. System Criteria - Offeror shall be required to provide, at the request of Florida Housing, information and technical specifications about the systems and procedures that are used to effectively host, operate and maintain the internet-based general online site and its applications. The system must also have the functionality and capacity to integrate or share data from Florida Housing databases, at the request of Florida Housing.	On-going
B. URL Retention – Offeror shall retain the internet address of www.floridahousingsearch.org .	On-going
C. Website Accessibility - Offeror shall ensure that the system meets or exceeds Section 508 Web Content Accessibility Standards.	On-going
IV. Locator System Security Criteria	
A. Security Specifications - Offeror shall incorporate into the site the appropriate Internet security applications and features that protect public users, registered housing providers, Florida Housing, as well as the Locator’s database and applications	On-going
V. Locator System Information Collection and Reporting	
A. Statistics Collection Capability - Offeror shall be able to provide collection and reporting of information and statistics on the use of the Locator including, but not limited to, the following:	On-going for all items under V.A.
1. Number of listings;	
2. Available units;	
3. Total units;	
4. Registered landlords;	
5. Searches;	
6. Individual field usage;	
7. Address of listings;	
8. Status of listings and searches available by date;	

9. Status of listings (available, rented, waiting list, etc.)	
10. Status of listings available by specific dates.	
B. Reporting Capability - Offeror shall provide monthly data feeds in commonly used formats that will meet Florida Housing's needs as follows:	Monthly for all items under Section V.B.
1. Two periodic activity reports shall be provided;	
a. An aggregate report of listings created in past 31 days, grouped by named building records. This report shall contain the following components: individual listing unit identification numbers, landlord, name of development, address of development, county of development, total units in development, available units, and date first listing was posted.	
b. Monthly running report of all rentals in Florida listed on the system during the previous month. Information provided shall be the same as in B.1.a. above.	
VI. Locator System Marketing Activities	
A. Components of marketing efforts. Offeror shall have the capacity and staff to design and implement a marketing plan for the housing locator. Marketing plan and activities shall include the following components:	On-going for all items under Section VI.A
1. The promotion of available services to landlords and public users;	
2. The recruitment of new landlord registrants;	
3. Assistance available to Florida Housing and its designees to develop and disseminate a marketing plan or guide for local communities and stakeholders to use to recruit landlords and increase awareness among the public and relevant community resources that serve the public;	
4. Assistance available to Florida Housing in monitoring the registration of Florida Housing funded and non-funded property owners and affordable units, as well as the public use of the Locator services to help determine the need for changes to the marketing plan and/or activities.	

EXHIBIT B

Fees/Costs Schedules

1. Fees for Required Scope of Services

Scope of Service	Scope of Service Description	Cost
Ongoing Hosting/ Maintenance	Hosting and maintenance of the servers and site are included in the annual fee for service.	\$0
Minimal Marketing Activities	Up to 60-hours of basic marketing support and design services are included in the annual fee for service. This includes site redesign, if needed, design and distribution of rack cards, and an onsite visit per year to a housing conference. (Per event fees may apply, upon review and approval by Florida Housing)	\$0
Annual Fee for Service - Call center and 24/7 online services included	Includes all of the services provided by Socialserve.com to Florida Housing under Contract #2008-05-01-001	\$218,400
	Total Annual Fee for Term of the Contract for the Scope of Services	\$218,400*

*** Florida Housing shall revise the annual fee for services for each contract renewal based on increases in the designated Consumer Price Index, South Region (Bureau of Labor Statistics) for the twelve month period ending January 31st in each renewal year. An increase in the annual fee for each contract renewal shall not exceed 3 percent of the prior year's annual fee. If the Index decreases, the annual fee shall remain the same as the prior year.**

2. Fees for Optional Scope of Services, if Requested by Florida Housing

Scope of Service	Cost	Descriptions
Design and add new web page	<p>\$900 per new page (one time) Up to eight hours of work included</p> <p>\$100 per hour after eight hours or maintenance/upload</p> <p>billable in 15-minute increments</p>	<p>Payment is due upon “push of page to production servers.” The page does not have to be publicly accessible for work product to be deemed completed.</p> <p>If development length exceeds 30-days, the RECIPIENT can be invoiced for 50% of the minimum and current hourly balance.</p>

Graphic design	<p>\$100 per hour</p> <p>billable in 15-minute increments</p>	<p>Payment is due upon completion. Item does not have to be released for payment to be invoiced.</p> <p>If development length exceeds 30-days, the RECIPIENT can be invoiced for the current hourly balance.</p>
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Database development and /or customization	<p>NEW DATA STRUCTURE Minimums: \$1,500 minimum discovery and analysis</p> <p>\$175 per hour</p> <p>billable in 15-minute increments</p> <p>QUERY Minimums: \$500 per custom query – new request (1-hour included)</p> <p>\$250 per custom query – existing query modification (1-hour included)</p> <p>\$250 per custom query – no</p>	<p>Upon satisfactory completion of the query results, the RECIPIENT will be invoiced for said query.</p> <p>If development length exceeds 30-days, RECIPIENT can be invoiced for the current hourly balance.</p>
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	<p>modification, re-running existing query</p> <p>\$175 per hour after minimum</p> <p>Billable in 15-minute increments</p> <p>SHORT NOTICE/RUSH: Fees doubled</p>	
Web design and development	<p>\$100 per hour</p> <p>billable in 15-minute increments</p>	<p>Upon approval, the RECIPIENT will be invoiced upon completion of the design and/or development. If development length exceeds 30-days, CONTRACTOR can invoice for the current hourly balance.</p>