

**FIRST AMENDMENT  
TO CONTRACT NUMBER 086-2017**

THIS FIRST AMENDMENT ("Amendment") to CONTRACT NUMBER 086-2017 is entered into and effective as of March 15, 2018, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and NON-PROFIT INDUSTRIES D/B/A SOCIALSERVE.COM ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 086-2017, dated February 3, 2010, ("Contract") wherein Service Provider agreed to provide or perform Disaster Intervention Services. As used herein, "Contract" shall include within its meaning any modification or amendment to the Contract.
- B. The initial term of the Contract was for six months, beginning September 15, 2017, and ending March 14, 2018.
- C. Section 287.057(12), Fla. Stat. allows for one contract extension, subject to the same terms and conditions of the initial contract.
- D. Florida Housing and Service Provider wish to extend the term of the Contract through September 14, 2018, subject to the terms and conditions set forth below.

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 on March 15, 2018. The above recitals are true and correct and form a part of this Amendment.

B. Extension. The term of the Contract is hereby extended through September 14, 2018. Subject to any previous amendments or modifications and except as otherwise provided in this Amendment, the Contract shall stand renewed upon its same terms and conditions.

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 086-2017, by a duly authorized representative, effective as of the Effective Date.

NON-PROFIT INDUSTRIES D/B/A SOCIALSERVE.COM

By: Tara A. Peele

Name/Title: Tara A. Peele, Executive Director

Date: 2/28/2018

FEIN: 56-2173215

FLORIDA HOUSING FINANCE CORPORATION

By: Hugh R. Brown

Name/Title: Hugh R. Brown / General Counsel

Date: 2-28-18

**CONTRACT FOR  
DISASTER INTERVENTION SERVICES BETWEEN  
FLORIDA HOUSING FINANCE CORPORATION  
AND  
NON-PROFIT INDUSTRIES D/B/A SOCIALSERVE.COM**

This Contract for Disaster Intervention Services, 086-2017 (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, FL 32301, and NON-PROFIT INDUSTRIES D/B/A SOCIALSERVE.COM (Contractor), located at 912 Pecan Avenue, Charlotte, North Carolina 28205. Upon execution by both parties, this Contract shall become effective as of the date the last party signs (Effective Date).

RECITALS

- A. The Contractor represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide Disaster Intervention Services identified herein and offers to perform those services described in Exhibit A, Scope of Work, attached hereto and incorporated herein.
- B. Florida Housing has a need for such services and does hereby accept the offer of the Contractor upon the terms and conditions outlined in this Contract.
- C. Florida Housing has the authority pursuant to Florida law, Executive Order Number 17-235, and Rule 67-49.0031(1), F.A.C., to direct disbursement of funds for compensation to the Contractor 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:

A. ATTACHMENTS

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

Exhibit A, Scope of Work

B. ENGAGEMENT OF THE CONTRACTOR

The Contractor agrees to provide Disaster Intervention Services in accordance with the terms and conditions hereinafter set forth. The Contractor agrees to perform the services set forth in Exhibit A, and as otherwise stated in this Contract. The Contractor understands and agrees that all services under this Contract are to be performed solely by the Contractor,

and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing.

C. TERM OF CONTRACT

The initial term of this Contract shall be for six months from the Effective Date.

D. 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 and signed by the parties.

E. INVOICES

The Contractor shall submit invoices to the program contact person in Section J, Administration of 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 Contractor 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.

F. FEES/COSTS

The Contractor shall be compensated as described in Exhibit A.

G. LIABILITY; INDEPENDENT CONTRACTOR; COMPLIANCE WITH LAWS

1. Florida Housing shall not be deemed to have assumed any liability for the acts, omissions, or negligence of the Contractor, its agents, its servants, or employees, and the Contractor 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.

2. 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.

3. 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.

4. The Contractor, 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 Contractor shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law. The Contractor remains responsible for all applicable federal, state, and local taxes, and all FICA contributions.

5. The Contractor 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 Contractor shall comply with Florida Housing policies while on Florida Housing premises and in the conduct of its business with Florida Housing personnel.

6. The Contractor specifically accepts responsibility for 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 Contractor, if any, in conjunction with the services rendered pursuant to this Contract. At no time shall the Contractor make any commitments for or incur any charges or expenses for, or in the name of, Florida Housing.

7. The Contractor 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 Contractor.

#### H. DEFAULT AND REMEDIES

1. If any of the events listed in subparagraph 2. of this section occur, all obligations on the part of Florida Housing to continue doing business with the Contractor or assign any future transaction to the Contractor 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 Contractor as a participant after the happening of any event listed in subparagraph 2. of this section without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the Contractor in the transaction or any future transaction.

2. The Events of Default shall include, but not be limited to, the following:

a. If any report, information or representation provided by the Contractor in this Contract is inaccurate, false or misleading in any respect;

b. If any warranty or representation made by the Contractor 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;

c. If the Contractor 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;

d. If, in the sole discretion of Florida Housing, the Contractor has failed to perform or complete any of the services identified in the attachments;

e. If the Contractor has not complied with all Florida laws, federal laws, Florida Housing rules or Florida Housing policies applicable to the work;

f. If the Contractor has discriminated on the grounds of race, color, religion, sex, national origin, or disability in performing any service identified in the attachments;

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

h. If the Contractor commits fraud in the performance of its obligations under this Contract; or

i. If the Contractor refuses to permit public access to any document, paper, letter, computer files, or other material subject to disclosure under Florida's Public Records Law.

Upon the occurrence of any Event of Default listed in subparagraph 2. 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 address set forth in Section J, Administration of Contract, herein.

3. Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing may provide the Contractor 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 Contractor of the length of the Cure Period in the Notice of Default.

4. If Florida Housing provides a Cure Period and if the Contractor 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 otherwise provided at law or in equity. The remedies include, but are not limited to the following:

a. Florida Housing may terminate the Contract on the tenth (10<sup>th</sup>) day after the Contractor receives the Notice of Default or upon the conclusion of any applicable Cure Period, whichever is later;

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

c. Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from the Contractor 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 Contractor to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Contractor to reimburse Florida Housing for the amount of costs incurred; or

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

#### I. TERMINATION

1. Florida Housing may terminate the contract, without cause, at any time upon ten (10) days written notice delivered by courier service or electronic mail to the Contractor at the address set forth in Section J, Administration of Contract, herein.

2. The Contractor 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 J, Administration of Contract, herein. The Contractor shall be responsible for all costs arising from the resignation of the Contractor and the costs associated with the appointment of and transition to a successor Contractor.

#### J. ADMINISTRATION OF CONTRACT

1. The Florida Housing contract manager for this Contract is:

Contract Administrator  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: 850.488.4197  
E-mail: Contract.Admin@floridahousing.org

2. The Florida Housing program contact for this Contract is:

Bill Aldinger  
Assistant Policy Director

Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: 850.488.4197  
E-mail: Bill.Aldinger@floridahousing.org  
**or the designated successor.**

3. The Contractor contract manager for this Contract is:

Tara Peele  
Executive Director  
Socialserve.com  
P.O. Box 35305  
Charlotte, North Carolina 28235  
Office: 704.334.8722 x.192  
E-mail: Tara@socialserve.com  
**or the designated successor.**

4. All written approvals referenced in this Contract shall be obtained from the parties' contract manager or their respective designees.

5. All notices shall be given to the parties' contract manager.

**K. PUBLIC RECORDS; CONFIDENTIALITY; COPYRIGHT, PATENT, TRADEMARK; FILES**

1. **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 Contractor in connection with this Contract is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The Contractor 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)(b), Fla. Stat., the Contractor will be required to comply with public records laws, specifically to:

a. Keep and maintain public records required by the public agency to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.



c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the contractor does not transfer the records to the public agency.

d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, 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 the Contractor is acting on behalf of Florida Housing.

**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. Confidentiality

a. If the Contractor 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 writing to Florida Housing's Contracts Manager upon submitting them to Florida Housing.

b. It is the Contractor'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.

c. In the case of work product furnished to Florida Housing pursuant to this Contract that is confidential, the Contractor 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.

d. 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.

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

### 3. Copyright, Patent and Trademark

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

b. 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 Contractor shall refer the discovery or invention to Florida Housing for a determination whether patent protection will be sought in the name of 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 Contractor 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.

c. All subcontracts or other arrangements entered into, by the Contractor, 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.

### 4. Files

a. Contents of the Files: The Contractor shall maintain files containing documentation to verify all compensation to the Contractor 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 Contractor in

connection with this Contract. The Contractor shall also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Contract.

b. Retaining the Files: The Contractor shall maintain these files for five 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-year period and extends beyond the expiration of the five-year period, these files will be retained until all litigation, claims, or audit findings involving the files have been resolved.

c. Access to the Files: Upon reasonable notice, the Contractor 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., Monday through Friday, provided such day is not a holiday.

d. 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 Contractor under this Contract shall be submitted to Florida Housing within 15 days of such termination at the expense of the Contractor.

#### L. PERSONALLY IDENTIFIABLE INFORMATION (PII); SECURITY

1. If the Contractor or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Contract, the Contractor shall provide for the security of such PII, in a form acceptable to Florida Housing, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. The Contractor shall take full responsibility for the security of all data in its possession or in the possession of its subcontractors, and shall hold Florida Housing harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.

2. The Contractor agrees to maintain written policies and procedures for PII and/or data classification. This plan must include disciplinary processes for employees that violate these guidelines.

3. The Contractor agrees at all times to maintain reasonable network security that, at a minimum, includes a network firewall.

4. The Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up-to-date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, Common Vulnerabilities and Exposures (CVE)

database, etc.) The Contractor agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.

5. The Contractor agrees that any and all transmission or exchange of system application data with Florida Housing and/or any other parties shall take place via secure Advanced Encryption Standards (AES), e.g. HTTPS, FTPS, SFTP or equivalent means. All data stored as a part of backup and recovery processes shall be encrypted, using AES.

6. In the event of a breach of PII or other sensitive data, the Contractor must abide by provisions set forth in section 501.171, Fla. Stat. Additionally, the Contractor must immediately notify Florida Housing in writing of the breach and any actions taken in response to such a breach. As the information becomes available the statement must include, at a minimum, the date(s) and number of records affected by unauthorized access, distribution, use, modification or disclosure of PII; the Contractor's corrective action plan; and the timelines associated with the corrective action plan.

#### M. OTHER PROVISIONS

1. 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.

2. No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by the Contractor 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 Contractor. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.

3. 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.

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

5. 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.

#### N. 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 Contractor further acknowledges that it has not retained the services of any lobbyist or consultant to assist in the procurement and negotiation of this Contract.

#### O. LEGAL AUTHORIZATION

The Contractor 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 Contractor also certifies that the undersigned possesses the authority to legally execute and bind the Contractor to the terms of this Contract.

#### P. PUBLIC ENTITY CRIME

Pursuant to Section 287.133(2)(a), Fla. Stat.: "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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

Any contract in violation of this provision shall be null and void.

#### Q. CONFLICTS OF INTEREST

1. 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 the corporation and a service provider regarding the merits of the service provider and whether the corporation 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 the corporation and made part of the record at a public meeting;
- (c) A written proposal or statement of qualifications submitted to the corporation 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.

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

3. In addition to the conflict of interest rules imposed by the Florida Statutes, should the Contractor 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 Contractor will provide notification to Florida Housing, through first class certified mail, return receipt requested (Notice of Conflict of Interest), to the address and individual set forth in Section J, Administration of Contract herein, within ten (10) working days. If Florida Housing, in its sole discretion, finds the Contractor 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 Contractor or assign any future transaction to the Contractor shall, if Florida Housing so elects, terminate.

#### R. 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. This Contract supersedes all previous oral or written communications, representations or agreements on this subject.

#### S. 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.

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IN WITNESS WHEREOF, the parties have executed this Contract Number 086-2017, each through a duly authorized representative, effective on the Effective Date.

NON-PROFIT INDUSTRIES D/B/A SOCIALSERVE.COM

By: Tara A. Peele

Name/Title: Tara A. Peele, Executive Director

Date: 9/14/2017

FEIN: 56-2173215

FLORIDA HOUSING FINANCE CORPORATION

By: Hugh R. Brown

Name/Title: Hugh R. Brown - General Counsel

Date: 9-15-17

## **EXHIBIT A SCOPE OF WORK**

### **Housing Locator Services Overview**

Under a separate contract already in place with Florida Housing Finance Corporation, Emphasys Software hosts [www.FloridaHousingSearch.org](http://www.FloridaHousingSearch.org), and ensures the online housing locator's functionality meets 508 and AAA compliance guidelines, for those using assistive technology devices.

Socialserve, a nonprofit call center, provides call center support to tenants and landlords using the site. The services Socialserve provides through the existing Housing Locator contract include:

- Providing a bilingual call center from Monday through Friday, 9am to 8pm Eastern Time.
- Utilizing TTY Relay Services and LanguageLine to assist callers who are deaf or hard of hearing, who speak languages other than English or Spanish. Non-English speakers can also use the online housing locators in Spanish or quickly generate content translations in up to 50 languages.
- Assisting landlords in registering and listing their properties on FloridaHousingSearch.org.
- Assisting callers in searching for housing throughout Florida.
- Providing listing results via email, mail, text, or over the phone as required by the caller.

Under the basic housing locator contract that is already in place, Socialserve's property listing update schedule is every 14-28 days (depending on size of property). This schedule will be superseded by the disaster services scope below, which requires at least weekly update attempts for properties in the target areas.

### **Disaster Intervention Services Overview**

Socialserve.com will provide disaster intervention services to increase access to housing for those impacted by Hurricane Irma through our bilingual North Carolina-based nonprofit call center. Our disaster services, in a nutshell, focus on intensive recruiting of property listings and weekly updates on the availability of as many housing options as possible in the impacted counties.

The Socialserve.com Disaster Intervention Team (DIT) will be mobilized and a housing assessment of the impacted area will be created to guide landlord outreach. Socialserve's leadership will engage with emergency management, volunteer organizations, disaster response coordinators and "boots on the ground," sharing appropriate housing data collected through our systems to further the recovery.

As landlord outreach begins, experienced Socialserve.com staff will:

- Research housing need and supply in impacted areas;
- Deliver electronic messaging to landlords with listings on the housing locators serving Florida, to engage them in the re-housing effort;
- Accept listings of housing from a variety of agencies, and conduct outreach to get the properties listed on the locator(s);
- Bolster available housing listings on FloridaHousingSearch.org, targeting affected areas and flagging properties as "damaged" or "under repair" to assist emergency management with planning;



- Recruit landlords to flag their listings as open to disaster victims, and to accept short-term leases and FEMA or other subsidies;
- Conduct hundreds of outreach and listing update calls to landlords each week, to ensure we are providing the public the most up-to-date information about property availability;
- Participate in collaborative disaster response planning meetings via conference call; and
- Provide summary reporting of the previous week's results and a detailed spreadsheet of all available unit listings provided weekly and more frequently upon request. See below for detail.

Weekly reports included in standard operational situation will include:

- Number of units added since prior week's report, by target area
- Number of units available and number of listings on waiting lists
- Number of trailer pads available (If applicable)
- Number of phone calls to locate property information
- Outcome of each call including number of landlords reporting damaged units and number of landlords willing to accept short-term leases and/or rental subsidies
- Housing search volume compared to prior week and same week in prior year
- An attached list of available units verified within the prior 14 days

#### **Pricing Per 30-Day Level of Effort**

Pricing per 30-day level of effort is calculated typically based on population per declared county times \$0.015 for counties over 15,000; however, due to the populous target area, pricing for this effort is instead based on the amount of staff time Socialserve can devote to the effort. **Pricing is indicated Table 1; however, for disaster services, actual hours of staff time will be billed.**

Each event type is unique and requires a tailored response. These guidelines cannot possibly be fully definitive, and are subject to change based on the actual event. Additional work effort will require additional dollars. Out-of-scope, special requests, onsite requirements, expanded declarations, extended timelines and other to-be-determined needs will be priced per event and per request.

Items that can impact cost:

- Rural versus metro locations
- Extremely low housing vacancy rates in target areas for landlord recruitment
- Event type (fire, flooding, tornado, hurricane, etc.)
- Extended timelines/level of effort
- Multiple events in localized area
- Delay in beginning outreach to assess damage and availability
- Inconsistent communication from agencies regarding work effort
- Acts of nature that are not in control of the service

Socialserve.com will continue to work the relief effort as long as reasonably required, but the level of effort and cost typically drops steadily over time based on regular check-ins with the customer to determine if ongoing intensive outreach and updating is warranted or if the levels can be reduced.

**Table 1: Pricing**

Housing Locator and Disaster Intervention Services	One Time Fee	Monthly Cost
Develop Disaster Services Plan and Custom Report	\$1,000	N/A
Marketing (press releases, etc.)	\$1,000	
Disaster Services Outreach, inputting, weekly reporting, conference calls	N/A	\$18,000*
<b>Monthly Total:</b>	<b>N/A</b>	<b>\$18,000</b>

\*This is the maximum per month that will be charged for Disaster Services for the 37 declared counties. Due to the populous target area, pricing is based on expected staffing commitment instead of our typical pricing based on population by target county, shown in Table 2, below.

**Payment Schedule**

It is standard practice to require payment for the one-time setup fees upfront, and to require payment for disaster services in arrears based on actual staff time committed to the effort. As reduced staff time is requested or required, monthly costs will decline. The payment schedule is as follows:

- Due upon Contract Signing: \$2,000 for one-time setup fees
- Due monthly, for previous month's disaster services: estimated maximum average of \$18,000

**Table 2: Target Area Characteristics**

Impacted County	Population	# Housing Units	% Occupied	% Single Unit	% Multi-Unit	% Mobile Homes
Brevard	568,088	237,134	83%	68%	25%	7%
Broward	1,896,425	818,697	82%	49%	48%	3%
Charlotte	173,115	101,781	71%	68%	21%	11%
Citrus	141,058	77,726	78%	71%	8%	11%
Clay	203,967	78,172	92%	73%	11%	16%
Collier	357,305	206,384	65%	45%	49%	6%
DeSoto	34,957	14,681	77%	54%	12%	34%
Duval	913,010	398,563	86%	66%	30%	4%
Flagler	105,392	50,061	78%	82%	12%	6%
Glades	13,272	6,865	57%	42%	5%	53%
Hardee	27,468	9,642	79%	58%	10%	32%
Hendry	38,363	14,408	79%	53%	7%	40%
Hernando	178,439	84,802	83%	77%	7%	16%
Highlands	99,491	54,819	75%	64%	13%	23%
Hillsborough	1,349,050	560,438	90%	62%	30%	8%
Indian River	147,919	77,905	71%	66%	25%	9%
Lake	325,875	148,705	85%	68%	12%	20%
Lee	701,982	379,060	70%	61%	28%	11%

Manatee	363,369	182,118	74%	59%	24%	17%
Marion	343,254	163,801	76%	68%	10%	22%
Martin	156,283	79,248	82%	60%	31%	9%
Miami-Dade	2,693,117	1,010,631	85%	50%	49%	1%
Monroe	77,482	52,979	59%	58%	29%	13%
Okeechobee	39,255	18,278	71%	52%	6%	42%
Orange	1,288,126	516,538	89%	62%	34%	4%
Osceola	323,993	137,104	72%	65%	26%	9%
Palm Beach	1,422,789	679,034	80%	56%	41%	3%
Pasco	497,909	234,461	82%	66%	14%	20%
Pinellas	949,827	505,381	79%	53%	38%	9%
Polk	650,092	284,364	80%	63%	15%	22%
Putnam	72,023	36,525	77%	51%	7%	42%
Sarasota	405,549	232,612	76%	65%	25%	10%
St. Johns	226,640	99,486	84%	75%	18%	7%
St. Lucie	298,563	138,078	79%	71%	21%	8%
Seminole	449,144	186,622	87%	70%	27%	3%
Sumter	118,891	66,838	77%	81%	3%	16%
Volusia	517,887	256,967	82%	68%	23%	9%
<b>Totals</b>	<b>16,216,796</b>	<b>7,315,269</b>				