

**AFFORDABLE HOUSING LOCATOR SUBSCRIPTION SERVICES
CONTRACT**

This Contract for Affordable Housing Locator Subscription Services, 006-2019 (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 EMPHASYS COMPUTER SOLUTIONS, INC. (Emphasys), located at 9675 NW 117th Avenue, Suite 305, Miami, FL 33178. Upon execution by both parties, this Contract shall become effective on March 25, 2019 (Effective Date).

RECITALS

- A. Emphasys represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide Affordable Housing Locator Subscription Services identified herein.
- B. Florida Housing has a need for such services and does hereby accept Emphasys' offer upon the terms and conditions outlined in this Contract.
- C. Florida Housing has the authority pursuant to Florida law to direct disbursement of funds for compensation to Emphasys 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
Exhibit B, Fees/Costs Schedule

B. ENGAGEMENT OF EMPHASYS

Emphasys agrees to provide Affordable Housing Locator Subscription Services in accordance with the terms and conditions hereinafter set forth. Emphasys agrees to perform the services set forth in Exhibit A, and as otherwise stated in this Contract. Emphasys understands and agrees that all services under this Contract are to be performed solely by Emphasys, 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 one year from March 25, 2019.

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

Emphasys 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 Florida Housing finds Emphasys 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 as described in Section H, Default and Remedies.

F. FEES/COSTS

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

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

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

6. Emphasys 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 Emphasys, if any, in conjunction with the services rendered pursuant to this Contract, except for any sales taxes which shall be the responsibility of Florida Housing to the extent liable. At no time shall Emphasys make any commitments for or incur any charges or expenses for, or in the name of, Florida Housing.

7. Emphasys 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 Emphasys.

8. Emphasys shall not be liable to Licensee or any other person for any claim or damages arising directly or indirectly from the furnishing of, Licensed Software, Services, or any documentation relating to such Licensed Software or Services provided hereunder or from any other cause, except for claims arising from the gross negligence or willful misconduct of Emphasys or Emphasys' employees, agents or subcontractors. Liability of Emphasys for gross negligence shall in no event exceed the total price of the item of Licensed Software Module, or particular Service that is the subject of the claim. Except for acts of willful misconduct, in no event shall Emphasys be liable to Licensee or any third party for indirect, incidental, special, consequential, or exemplary damages of any kind arising out of the existence, furnishing, functioning or the use of the Licensed Software or Services provided hereunder, even if Emphasys has been advised of the possibility of such damages.

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 Emphasys or assign any future transaction to Emphasys 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 Emphasys 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 Emphasys 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 Emphasys in this Contract is inaccurate, false or misleading in any respect;
 - b. If any warranty or representation made by Emphasys 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 Emphasys 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, Emphasys has failed to perform or complete any of the services identified in the attachments;
 - e. If Emphasys has not complied with all Florida laws, federal laws, Florida Housing rules or Florida Housing policies applicable to the work;
 - f. If Emphasys has discriminated on the grounds of race, color, religion, sex, national origin, or disability in performing any service identified in the attachments;
 - g. If Emphasys does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;
 - h. If Emphasys commits fraud in the performance of its obligations under this Contract; or
 - i. If Emphasys 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 will provide Emphasys a reasonable period of time to cure the Event of Default (Cure Period). If Florida Housing provides a Cure Period, Florida Housing will notify Emphasys of the length of the Cure Period in the Notice of Default.

4. When Florida Housing provides a Cure Period and if Emphasys 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 (10th) day after Emphasys 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 Emphasys 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 Emphasys to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring Emphasys 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 Emphasys at the address set forth in Section J, Administration of Contract, herein.

2. Emphasys 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. Emphasys shall be responsible for reasonable costs arising from Emphasys' resignation under the terms of this section. For the purposes of this Section I.2., "reasonable costs" shall only include those provable reasonable costs associated with: 1) Florida Housing's increased payroll or employment costs that are a direct result of the Emphasys' resignation, and 2) the costs of training

Florida Housing's employees on a new software solution. Additionally, in no event shall Emphasys be responsible to Florida Housing for any fees directly related to a replacement software solution, including but not limited to license fees, maintenance, or implementation services. Notwithstanding the foregoing, in no event shall Emphasys' liability to Florida Housing under this section be greater than the total fee paid to Emphasys in the final thirty (30) days prior to Emphasys' termination of this Agreement. All reasonable costs under this section must be presented to Emphasys within sixty (60) days of the termination date in order for Emphasys to be liable to Florida Housing for the payment of such reasonable costs. The Parties agree that any failure to send such reasonable costs to Emphasys within sixty (60) days of the termination date shall be considered a waiver of Florida Housing's right to recoup such reasonable costs.

J. ADMINISTRATION OF CONTRACT

1. Florida Housing's contract administrator 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's contract manager 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
Fax: (850) 414-5479
E-mail: bill.aldinger@floridahousing.org
or the designated successor.

3. Emphasys' contract administrator for this Contract is:

Cheryl Hemmer
Project Manager- Housing Locator
Emphasys Computer Solutions
9675 NW 117 Avenue, Suite 305
Miami, Florida 33178
Phone: (828) 307-0069
Cell: (828) 301-1205
E-mail: chemmer@emphasys-software.com
or the designated successor.

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

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

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 Servicer Label 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 Servicer Label 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 Respondent, if awarded a contract under this RFQ, 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 Servicer Label 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 Emphasys 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 Emphasys'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, Emphasys 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 Emphasys is required to disclose or publish the existence or terms of transactions under this Contract pursuant to Florida's Public Records Law, then Emphasys 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 Emphasys brings to the performance of this Contract a pre-existing copyright, patent or trademark, Emphasys 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, Emphasys 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, with the exception of software and software documentation which shall owned by Emphasys, Emphasys 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 Emphasys, 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: Emphasys shall maintain files containing documentation to verify all compensation to Emphasys in connection with this Contract, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by Emphasys in connection with this Contract. Emphasys 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: Emphasys 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.

c. Access to the Files: Upon reasonable notice, Emphasys 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 Emphasys under this Contract shall be submitted to Florida Housing within fifteen (15) days of such termination at Emphasys' expense. For the purposes of this paragraph, "computer files" does not include Emphasys' proprietary software.

L. LICENSED SOFTWARE

Emphasys grants to Licensee a nonexclusive, nontransferable, non-assignable license to use the software identified in Exhibit A ("Licensed Software") and Emphasys, as authorized agent, grants to Licensee a nonexclusive, nontransferable, non-assignable license to use the software described in Exhibit A ("Other Licensed Software"). The license is solely for Licensee's own use for its internal data processing operations.

M. PROPRIETARY INFORMATION & NON-DISCLOSURE

1. Licensed Software, including source code and Support Services, and all documents related thereto, constitutes proprietary information and trade secrets to Emphasys or to the principals for whom Emphasys is the authorized agent. Title and full ownership, including any modifications or revisions thereto, shall at all times remain with Emphasys or its principal.

2. Licensee may not make copies of the Licensed Software.

3. Licensee agrees that it will not allow others to reverse engineer, disassemble, de-compile or in any way tamper with the Licensed Software. Licensee shall take all reasonable steps to ensure that all Licensed Software, in whatever form, and all documents relating thereto, are held in confidence by Licensee, its employees and consultants and are not disclosed or made available to any third party not licensed by Emphasys.

N. PERSONALLY IDENTIFIABLE INFORMATION (PII); SECURITY

1. If Emphasys or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Contract, Emphasys 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. Emphasys 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. Emphasys 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. Emphasys agrees at all times to maintain reasonable network security that, at a minimum, includes a network firewall.

4. Emphasys agrees to protect and maintain the security of PII 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.) Emphasys agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.

5. Emphasys agrees that any and all transmission or exchange of system application PII 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, Emphasys must abide by provisions set forth in section 501.171, Fla. Stat. Additionally, the Emphasys 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; Emphasys' corrective action plan; and the timelines associated with the corrective action plan.

O. 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 Emphasys 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 Emphasys. 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. Emphasys understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.

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

Q. LEGAL AUTHORIZATION

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

R. 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.

S. 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 Servicer Label 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 Servicer Label 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 Servicer Label 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 Servicer Label 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 Servicer Label or assign any future transaction to the Servicer Label shall, if Florida Housing so elects, terminate.

T. 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.

U. 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 006-2019, each through a duly authorized representative, effective March 25, 2019.

EMPHASYS COMPUTER SOLUTIONS, INC.

By: 
Name/Title: Michael Byrne CEO
Date: 4/16/19
FEIN: 38-2464382

FLORIDA HOUSING FINANCE CORPORATION

By: 
Name/Title: Hugh R. Brown / General Counsel
Date: 4-17-19

**EXHIBIT A
SCOPE OF WORK**

I. Locator Search and Property Registration Criteria

Emphasys will provide an internet-based website to eligible property owners, property managers and the public that includes the features listed below. These features will be made available daily for 24 hours per day, and Emphasys will not charge a fee to property owners, property managers, or the public for locator search of property registration service.

A. Features for Individual Users

1. Emphasys will ensure that the website allows users to search for registered rental units that meet each household's needs and preferences, using the following search criteria at a minimum:

- a. Units that available to rent at the time of the search or within 90 days;
- b. Location by county, city and street address;
- c. Number of unit bedrooms and bathrooms;
- d. Rent and related costs such as application fees, deposits, utilities;
- e. Florida Housing financed properties;
- f. Acceptance of rental assistance subsidies such as HUD Housing Choice (Section 8) Vouchers;
- g. Income based or sliding scale rent;
- h. Credit and/or criminal background check requirements;
- i. Property characteristics, features and amenities;
- j. Unit characteristics, features and amenities;
- k. Property and unit accessibility and related features for persons with disabilities;
- l. Proximity to public transportation;
- m. Proximity to community resources such as schools, shopping and healthcare providers;
- n. Senior housing or other special needs population housing;
- o. Pets allowed; and
- p. Spanish speaking property management staff.

2. Emphasys will ensure that the website 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. Emphasys will 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

Emphasys shall provide a website that is free of charge to eligible property owners and

managers and includes the features listed below:

1. Emphasys will 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.

2. Emphasys will have sufficient staff to assist property owners and management companies upon request to effectively initially register and update listings during regular call center hours, from 9:00 a.m. to 8:00 p.m. Eastern Time.

3. On an ongoing basis, Emphasys will 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.

4. Emphasys will 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 14-28 business days, depending on property type.

5. Emphasys will 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 listing be updated. Contact will be made within three business days after Emphasys has determined that the registered listing needs to be updated.

6. Emphasys will 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 14-28 business days (depending on property type) after Emphasys has determined the registered listing needs to be updated. If the listing is not updated by the Development within this timeframe, Emphasys will contact the Development to provide a warning that the listing will be deactivated if not updated.

7. Emphasys will 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. Emphasys will have a process to notify Florida Housing when a Development's listing has been permanently removed from the system, and will do so at least quarterly.

II. Call Center Features

Emphasys will provide a toll-free call center between 9:00 a.m. to 8:00 p.m. Eastern Time daily that provides trained staff in order to perform and accomplish the following:

A. 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.

B. 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.

C. Adequately staff the call center with bilingual employees to sufficiently, and in a timely manner handle the number of calls from Spanish-speaking users.

D. Emphasys' call center must meet national standards in handling calls and responding to inquiries from persons with hearing and vision impairments. Updates to standards will be handled within recommended timeframes from the appropriate authority.

E. Assign a call center management position for Florida Housing's staff to contact directly if Florida Housing has a specific call center-related request for assistance.

III. Locator Operational Capacity Criteria

A. System Criteria – Emphasys will 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.

B. URL Retention – Emphasys shall retain the internet address of www.floridahousingsearch.org.

C. Website Accessibility – Emphasys will ensure that the system meets or exceeds Section 508 Web Content Accessibility Standards.

D. Security Specifications - Emphasys will 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.

IV. Locator System Information Collection and Reporting

A. Statistics Collection Capability - Emphasys will be able to provide collection and reporting of information and statistics on the use of the Locator including, but not limited to, the following:

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 (e.g. available, rented, waiting list, etc.)

9. Status of listings and searches available by date;
10. Status of listings available by specific dates.

B. Reporting Capability – Emphasys will provide monthly data feeds in commonly used formats that will meet Florida Housing’s needs. Two activity reports will be provided to Florida Housing:

1. 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.
2. Monthly running report of all rentals in Florida listed on the system during the previous month.

V. Locator System Marketing Activities

Emphasys will 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:

- A. The promotion of available services to landlords and public users;
- B. The recruitment of new landlord registrants;
- C. 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; and
- D. 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.
- E. Website design: our product is most effective when paired with the original work of our design team, who incorporates your design elements to shape a custom-branded, 508 and AAA accessibility-compliant housing locator website design and complementary marketing materials.
- F. One redesign of the 508 and AAA accessibility-compliant homepage and complementary marketing materials to revitalize look and feel; designs to be completed by, and/or approved by, Contractor design team (note that network-wide modernization and addition of new features is ongoing).
- G. Designs of complementary 80x33” banner; English/Spanish Rack Card (8.5x3.5”) with printing of up to 10,000 per year using Contractor-selected vendor; and poster (11x17” or 18x24”) with printing of 100 posters per year using Contractor-selected vendor.

H. Branded designs of standard packet of flyers for PHA, landlord, tenant and agency audiences (printing and shipping not included) to expand community awareness of the service, 3 web buttons for link-sharing campaigns, and 1 multi-audience PowerPoint presentation for use at community events.

Additional or new items can be provided at specified rates on a per request basis

VI. Optional Services

Florida Housing may choose to request that the following services be completed by Emphasys during the term of this agreement, billed separately at an agreed upon rate:

- A. Design of additional webpages;
- B. Graphic design;
- C. Database development/customization; and/or
- D. Web design and development.

**EXHIBIT B
FEE SCHEDULE**

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 40-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
Service Fee - 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	\$241,505
	Total Fee for Term of the Contract for the Scope of Work	\$241,505

Fees for Optional Services

Service Type	Hourly	Daily	Requirements
Analysis	\$315.00		
Programming	\$285.00		
Project Management	\$230.00		
Consulting	\$320.00		
Marketing	\$175.00		
Data Analysis & Input		\$1,250.00	2 Day Minimum
Training - Onsite		\$2,100.00	2 Day Minimum
Training - Web	\$250.00		2 Hour Minimum