

**AFFORDABLE HOUSING LOCATOR SUBSCRIPTION SERVICES  
CONTRACT**

This Contract for Affordable Housing Locator Subscription Services, 001-2020 (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 117<sup>th</sup> Avenue, Suite 305, Miami, FL 33178. Upon execution by both parties, this Contract shall become effective on March 25, 2020 (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 the offer of Emphasys 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

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, 2020.

#### 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 Emphasys 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

Emphasys shall be paid a total of \$247,530, billed monthly in advance, for the services outlined in Exhibit A, Scope of Work.

#### 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. 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. Notwithstanding any provision to the contrary, Emphasys shall not be liable to Florida Housing 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 fees actually paid by Florida Housing to Emphasys under this agreement. Except for acts of will misconduct, in no event shall Emphasys be liable to Florida Housing or any third party for indirect, incidental, special, consequential, or exemplary damages of any kind arising out of the existence, furnishing, functionality or the use of the Licensed Software or Service 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 (10<sup>th</sup>) 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 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 all costs arising from the resignation of Emphasys and the costs associated with the appointment of and transition to a successor Emphasys.

#### J. ADMINISTRATION OF CONTRACT

1. The 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](mailto:Contract.Admin@floridahousing.org)

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

Bill Aldinger  
Director of Policy and Special Programs  
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. Emphasys's contract administrator for this Contract is:

Cheryl Hemmer  
Project Manager– Housing Locator  
Emphasys Computer Solutions  
9725 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 Emphasys 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). Emphasys 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., Emphasys 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 destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records 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 Emphasys 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](mailto: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 Administrator 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, 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 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, 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 15 days of such termination at the expense of Emphasys.

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. 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 Florida Housing with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If Emphasys does not carry stand-alone cyber liability coverage, Emphasys agrees to indemnify costs related to notification, legal fees, judgments, settlements, forensic experts, public relations efforts, and loss of any business income related to this Contract.

3. 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.

4. Emphasys agrees at all times to maintain reasonable network security that, at a minimum, includes a network firewall.

5. Emphasys 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.) Emphasys agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.

6. Emphasys 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.

7. If Emphasys reasonably suspects that a cybersecurity event or breach of security has occurred, they must notify Florida Housing's Contract Administrator within 48 hours.

8. 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, 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's 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(33), 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, Emphasys 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 Emphasys 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, Emphasys 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 10 working days. If Florida Housing, in its sole discretion, finds Emphasys 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 Emphasys or assign any future transaction to Emphasys 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 001-2020, each through a duly authorized representative, effective on March 25, 2020.

EMPHASYS COMPUTER SOLUTIONS, INC.

By:  D:\Users\Ken Reimer\Documents  
DN: cn=Ken Reimer, c=US,  
o=Emphasys-Software, ou=Altair  
Software,  
email=kreimer@altairsw.com  
Date: 2020.03.18 17:11:18 -0400

Name/Title: Ken Reimer / Portfolio Manager

Date: 03/18/2020

FEIN: 38-2464382

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Hugh R. Brown / General Counsel

Date: 3-19-20

## **EXHIBIT A SCOPE OF WORK**

Emphasys will be responsible for providing the following services.

### **SERVICE SNAPSHOT: FloridaHousingSearch.org**

Call center hours: 9:00 a.m.- 8:00 p.m., M-F EST (excluding holidays)

Custom reports:

- Monthly Data Export

Ancillary services:

- Special Needs Housing Search Service

### **A. Web-based Housing Locator (Affordable Rentals)**

1. Provide and maintain web-based system to list and locate affordable housing units in all cities.
2. Maintain English/Spanish navigation paths and imbed Google Translate translation services across website.
3. Maintain all existing search tools, filters, and accessories.
4. Update all property listings on a schedule ranging from every 10 working days to every 60 working days depending on property type and vacancy rates.

### **B. Call Center Support**

1. Maintain bilingual call center access, Monday-Friday (excluding holidays).
2. Landlord support: registering, listing, and updating properties.
3. Consumer/tenant/caseworker support: guided housing-search assistance; housing listings provided by phone, email, fax, and mail; live training on how to search for housing; referrals to other programs as needed and appropriate.
4. General support via phone and email.

### **C. Quality Control**

1. Remove, or disable from public view, properties from the database when deemed appropriate by staff or contract administrator depending on rental status, complaints, or inability of staff to reach landlord for updated status.
2. Screen properties for listing accuracy and Fair Housing violations.
3. Maintain web and phone-based mechanisms for consumers to directly report listing concerns and address concerns on a rolling basis.

### **D. Agency User Support**

1. General support through a dedicated caseworker/service provider/agency contact line.
2. Registration of authorized human service agency users (phone-based).
3. Special Needs Housing Search access for all housing and human service agencies; this tool provides access to a secured portal of housing units promoted to housing-challenged populations by local landlords and property managers.

4. Training on Saved Searches tools and special-needs client searches (phone-based).

### **E. Marketing Support**

1. Marketing stewardship of housing locator: programming, design team and director-level staff will ensure that ongoing usability and modernization upgrades are implemented into your custom housing locator within 508<sup>1</sup> and AAA<sup>2</sup> accessibility guidelines. Updates to marketing verbiage, best practices, and innovations will be shared as appropriate along with advice to facilitate local implementation effectively and efficiently.
2. One printing with shipping of 10,000 rack cards and 50 posters (11x17" or 18x24"), with Contractor-selected vendor, per contract term.
3. Designs of the following will be provided: 80x33" banner; 8.5x3.5" English/Spanish Rack Card; posters (11x17" or 18x24").
4. Collateral: ongoing updates and electronic sharing of standard packet of 8.5x11" flyers for PHA, landlord, tenant and agency audiences to expand community awareness of the service.
5. Web sharing: buttons for link-sharing campaigns come with each design to build inbound linkage.
6. Additional, custom marketing support available separately upon request.

### **G. Outreach and Training Support**

1. Assist housing agencies with educating consumers about the housing locator.
2. Work with agencies to distribute customized eblast messages (e.g., update or recruitment for specific initiatives) to property providers.
3. Attend conferences to promote or present the housing locator to various audiences.
  - a. One on-site conference and meeting attendance. Any costs associated with attending the conference shall be mutually agreed upon in writing at least 14 days prior to the event.
  - b. Training webinars for agencies and staff.
  - c. Rack card shipments to agencies in response to requests for promotional materials.

### **H. Housing Authority Support**

1. Collaborate with Florida Housing to promote housing locator to Public Housing Authorities statewide:
  - a. Coordinate eblast to executive directors.
  - b. Conduct webinars for PHAs.
  - c. Conduct applicable follow-up calls to encourage use of the system.
2. Work individually with PHAs to integrate the housing locator into their programs (Note that if a housing authority chooses to utilize products outside of the basic housing locator service, the PHA may be charged).

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<sup>1</sup> "508" refers to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

<sup>2</sup> "AAA" refers to Level AAA of the W3C Web Content Accessibility Guidelines 2.0 or most current version thereof.



**I. Hosting of the Website**

1. Provide and maintain all required hardware and software to run the site through a Tier-I service provider.
2. Maintain servers and software with all required security patches and software updates.
3. Maintain backup copies of data onsite and offsite.
4. Maintain all power and bandwidth requirements to provide access to the service
5. Maintain coding standards for 508 and AAA compliance on the website throughout the primary search path.
6. Update code base as required to maintain full functionality of the website.
7. Respond to issues concerning access to, or functionality of, the website.

**J. Reporting**

1. Maintain on-demand access to statistical reporting through internal embedded tracking system.
2. Emphasys will provide custom reports at the rates specified in Table 1 below.

<b>Service Type</b>	<b>Hourly Rate</b>	<b>Daily Rate</b>	<b>Requirements</b>
Analysis	\$325		
Programming	\$290		
Project Management	\$235		
Consulting	\$325		
Marketing	\$180		
Data Analysis & Input		\$1,280	2 Day Minimum
Training – Onsite		\$2,200	2 Day Minimum
Training - Web	\$275		2 Hour Minimum