DataBank

A KYOCERA GROUP COMPANY

Statement of Work

FLORIDA HOUSING FINANCE CORPORATION

STAFF AUGMENTATION

8/26/2020

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Version Control

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Revision History

Version Number	Date	Responsibility (Author)	Description
0.1	8/26/2020	Tim Nelson	Initial draft
0.2	8/27/2020	Kathy Will	Added State of FL Staff Augmentation Contract Info and Rate
0.3	9/9/2020	Kathy Will	Updated Resource Skill Sets

RACI Chart

Name	Position	*	R	A	S	C	I
Jason Engen	DataBank - Government Practice Director	X		X	X		X
Adam Herrmann	DataBank – VP, Professional Services			X	X		X
Kendra Deutsch	DataBank – Government Professional Services Director				X		X
Tim Nelson	DataBank – Bid Manager		X				X
Kathy Will	DataBank - Business Development Director (IBR)				X		X
David Hearn	Florida Housing Finance Corporation - CIO	X				X	X

Column Key	* – Authorize: This individual has ultimate signing authority for any changes to the document and will be responsible for signing the Master Agreement R – Responsible: Person responsible for creating this document. A – Accountable: Person accountable for accuracy of this document. S – Supports: Individuals providing supporting services in the production of this document. C – Consulted: Individuals providing input (interviewee, etc.). I – Informed: Individuals who must be informed of any changes.

Introduction/Overview

Florida Housing Finance Corporation (hereinafter "Client") has engaged DataBank IMX (hereinafter "Vendor" or "DataBank") to provide a professional resource to assist Client in several areas. This assistance will be generally related to a staff augmentation.

Objective

The objective of this document is to present the project scope, deliverables, assumptions, and professional services estimate for these services. It will also serve to solicit approval from Client to move ahead with the described activities upon receipt of a signed copy.

Skillsets Requested

DataBank will provide a primary resource with many of the requested skills. However, it may be required to bring in additional resources to ensure all of the required skillsets are delivered. The skills required as part of this staff augmentation are as follows:

SKILLSETS REQUESTED	
OnBase System Administration	OnBase Workflow Development
Application Enabler	Unity Script
Unity Integration Toolkit	

Performance requirement

DataBank will expect to provide all services in a workmanlike manner in keeping with the parameters of the agreed upon statement of work and any associated project plans that may be created and mutually agreed upon by both parties.

Timing of Services

The following describe the major time elements related to this staff augmentation.

TIMING OF SERVICES	
Anticipated start Date	3 weeks after contract signing
Engagement hours per week	16 hours
Normal working hours	Monday – Friday 8:00 a.m. to 5:00 p.m. (Eastern) Non-working hours are outside of this agreement
Onsite at the customer site	TBD
Length of engagement	6 months
Cancellation lead time	2 weeks

Client will be billed a minimum of the stated engagement hours per week. If Client needs to extend this agreement, Vendor will need the request in writing at least one week in advance for approval purposes.

If additional work is needed beyond the engagement hours or outside of the skillsets, a separate agreement will be required. In this instance, the quoted services rate will remain the same.

In certain circumstances, DataBank may agree to perform work outside of the stated hours of engagement. Non-standard rates are billed at 1.50 times the quoted services rate.

Excluded from this Agreement

The following items may or may not have been discussed, but are considered **out of scope** for this project:

Activity	Description
Custom Interfaces	Standard OnBase interfaces will be leveraged for this project. Customized web front-ends, applications, or web services are not in scope and will require an approved change order.
After hours on call availability	Any work outside of normal business hours that is not agreed to during normal hours is outside of this SOW. DataBank resource will not be "on call" for emergency situations outside of normal business hours.
Future Support of Service Deliverables	DataBank offers no warranty for work products produced during the course of this staff augmentation. Client will be responsible for supporting the developed solutions, unless another agreement is put in place to support these solutions.
Activities not listed	Activities not listed in the in scope statement will require a change order.

Services Rates

These Services are being proposed under DataBank's State of Florida's Information Technology Staff Augmentation Services State Term Contract # 80101507-SA-19-1; Job Family: Systems Programming and Admin, Job Title: 7410C Advanced Systems Architect. DataBank will provide a monthly report of all time spent and activities completed. Client may request this report at any time to be provided electronically.

BILLING RATES	
Billing rate for the engagement	$167/hour
Off hours billing rate	1.5 x Billing rate

Except when payment terms are specified by an existing Master Services Agreement, Client agrees to pay for all Services and Products within thirty (30) days of receipt of an invoice from DataBank.

Travel

This Statement of Work is quoted for remote work only. On site work would require a Change Order.

Prerequisites
1. Signed Statement of Work
2. Client will establish access for remote resource to perform work

Assumptions
1. Client understands that multiple resources may be allocated to the project to address the requirement
2. Client will provide a 2 week notice and description of requirements to enable DataBank to allocate the appropriate resource

Communication Expectations

DataBank will provide an update at the beginning (or end) of each week to stakeholders within Client organization. The weekly update will include at a minimum:

1. Progress since last update
2. Expected progress for current period (upcoming week)
3. Resources needed from Client
4. Resources needed from DataBank, if any
5. Obstacles impeding expected progress
6. Any changes to expected Level of Effort (LOE) due to additional resource requirements
7. Other schedule notices (schedule change due to Holiday, PTO, other availability conflicts, etc.)

Client and DataBank will agree on the routine delivery of this update when onboarding occurs.

Off-Boarding Resources

It is important for client to consider how to execute a plan to disengage DataBank resources at the end of the contract. This ensures proper communication, documentation, and other situational steps that may be required. It is important to plan for ownership of existing projects and efforts once DataBank resources are no longer reporting into the organization. Client agrees to:

1. Notify DataBank resources no fewer than thirty (30) days prior to end of engagement.
2. Work directly with DataBank resources on a plan for disengagement including expectations including but not limited to: Documentation expectations, activity wrap up, transition, communication, progress updates.
3. DataBank will notify client if client if expectations do not seem feasible in the time available to complete activities.
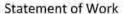
Intellectual Property

DataBank agrees to provide source code for custom development created for the Client for the purpose of security analysis and for internal use in the event that DataBank ceases doing business. The following sections clarify the ownership and acceptable use of source code and DataBank Intellectual Property.

1. Intellectual property created, made, originated, purchased or licensed by DataBank for the purpose of performing services shall be the sole and exclusive property of DataBank except as DataBank may voluntarily choose to transfer such property, in full or in part. DataBank will not provide specific demonstration, manuals or training which covers the creation or use of any intellectual property used to complete the services described herein. It is against the law to copy the technology except as specifically allowed by the technology license agreement, or without the expressed written consent of DataBank. Any unauthorized duplication or use of the technology, or its corresponding documentation is forbidden.

   Documentation created by DataBank about performed services shall remain the property of DataBank. The Client shall be permitted to use any documentation or reporting for internal instructional, educational, and administrative purposes.

2. This agreement does not provide the Client with rights of any kind nor access to DataBank created and owned intellectual Property which exists as a licensed software product. Purchasing and licensing of DataBank products and the associated rights are governed by a separate End User License Agreement.

3. Intellectual Property created for the Client as a service at the request of the Client shall be provided with licensing rights necessary for the use and implementation of any program or data created by DataBank within the Client internal environment. This will include the right to receive and analyze source code for security purposes and to retain the code internally. The Client will not be licensed for the sale or re-distribution of custom developed intellectual property. DataBank shall retain exclusive property ownership including, without limitation, intellectual property rights, all drawings, reports and other documents, source code and other information and materials (whether in tangible or intangible form) created by DataBank as a result of performing the service of custom code and custom solution development.

   If DataBank ceases to operate as a business entity, all rights otherwise reserved to DataBank relating to Intellectual Property created for the Client as a service at the request of the Client shall transfer to the Client including, without limitation, intellectual property rights, all drawings, reports and other documents, source code and other information and materials (whether in tangible or intangible form) created by DataBank as a result of performing the service of custom code and custom solution development.

4. This Agreement shall survive the termination of this Agreement until the Intellectual Property no longer qualifies as a trade secret or until DataBank sends the Client written notice releasing the Client from this Agreement, whichever occurs first.

Force Majeure

No failure, delay or default in performance of any obligation of a party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; disease; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section 16 shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a party under this Agreement is postponed or extended pursuant to this Section 16 for longer than ninety (90) calendar days, the other party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

Termination

This Agreement shall remain in force and payable according to this Agreement's Payment Terms. Upon 30 days' written notice to DataBank, Customer may terminate this Agreement at any time without cause prior to the Agreement's Expiration Date and no refunds for amounts paid or credits against future payments due will be issued by DataBank. Customer shall provide at least 90-day written notice to DataBank prior to the expiration date if they wish to extend this Agreement beyond the initial term as identified in the Payment Terms section. Notwithstanding any other language in this Section, either Customer or DataBank may terminate this Agreement prior to the Agreement's expiration date for cause; that cause being a material breach of the Agreement.

Binding Affects and Agreements

This SOW shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign its rights or obligations under this SOW, in whole or in part, to any other person or entity without the prior written consent of the other party. Any change in control resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this section shall be null and void and of no force or effect.

Acceptance of SOW

This SOW represents Vendor's offer to perform the project on the terms set forth herein; and this offer shall be accepted only upon Client signing and delivering this SOW to Vendor within 30 days from the date of this document (the "Acceptance Deadline"). Vendor may withdraw this offer at any time prior to acceptance by Client. In any event, this offer shall be void, and shall for all purposes be deemed to have been withdrawn by Vendor, if this offer is not accepted, in the manner provided above, by Client on or before the Acceptance Deadline.

For purposes of this SOW, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this SOW and shall be given the same force and effect.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this SOW as of the date(s) set forth with their respective signatures below.

DataBank IMX

Company Name ("DataBank")

Kendra Deutsch

By (Signature)

Kendra Deutsch

Printed Name and Title

620 Freedom Business Center, Suite 120

Address

King of Prussia, PA 19406

City, State, Zip

9/15/2020

Dated

Florida Housing Finance Corporation

Company Name ("Client")

By (Signature)

Hugh R. Brown/General Counsel

Printed Name and Title

227 N. Bronough St., Suite 5000, Tallahassee, FL 32301

Address

City, State, Zip

09/14/2020

Dated