

**FIFTH AMENDMENT  
TO CONTRACT NUMBER 2013-01-02-035**

THIS FIFTH AMENDMENT ("Amendment") to CONTRACT NUMBER 2013-01-02-035 is entered into and effective as of July 24, 2018, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and TALLAHASSEE LENDERS' CONSORTIUM, INC. ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 2013-01-02-035, dated July 24, 2013, ("Contract") wherein Service Provider agreed to provide or perform Foreclosure Counseling services pursuant to RFQ 2013-01. As used herein, "Contract" shall include within its meaning any modification or amendment to the Contract.
- B. The initial term of the Contract was for two years, beginning July 24, 2013, and ending July 23, 2015.
- C. Section 3 of the Contract provides that the Contract may be renewed for additional one-year terms as long as long as the program is in effect.
- D. Florida Housing and Service Provider wish to renew the Contract for the fourth one-year renewal term, subject to the terms and conditions set forth below.

AGREEMENT

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

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of July 24, 2018. The above recitals are true and correct and form a part of this Amendment.

B. Renewal. The Contract is hereby renewed for the fourth one-year renewal term, beginning July 24, 2018, and ending July 23, 2019. Subject to any previous amendments or modifications and except as otherwise provided in this Amendment, the Contract shall stand renewed upon its same terms and conditions.

C. General Terms and Conditions.

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

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

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

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

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

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IN WITNESS WHEREOF, the Parties have executed this FIFTH AMENDMENT to Contract Number 2013-01-02-035, by a duly authorized representative, effective as of the Effective Date.

TALLAHASSEE LENDERS' CONSORTIUM, INC.

By: Libby Lane

Name/Title: Libby Lane, Executive Director

Date: 4-23-18

FEIN: 593212709

FLORIDA HOUSING FINANCE CORPORATION

By: Hugh R. Brown

Name/Title: Hugh R. Brown / General Counsel

Date: 4-24-18

**FOURTH AMENDMENT  
TO CONTRACT NUMBER 2013-01-02-035**

THIS FOURTH AMENDMENT ("Amendment") to CONTRACT NUMBER 2013-01-02-035 is entered into and effective as of July 24, 2017, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and TALLAHASSEE LENDERS' CONSORTIUM, INC. ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 2013-01-02-035, dated July 24, 2013, ("Contract") wherein Service Provider agreed to provide or perform Foreclosure Counseling services pursuant to RFQ 2013-01. As used herein, "Contract" shall include within its meaning any modification or amendment to the Contract.
- B. The initial term of the Contract was for two years, beginning July 24, 2013, and ending July 23, 2015.
- C. Section 3 of the Contract provides that the Contract may be renewed for additional one-year terms as long as long as the program is in effect.
- D. Florida Housing and Service Provider wish to renew the Contract for the third one-year renewal term, subject to the terms and conditions set forth below.

AGREEMENT

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

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of July 24, 2017. The above recitals are true and correct and form a part of this Amendment.

B. Renewal. The Contract is hereby renewed for the third one-year renewal term, beginning July 24, 2017, and ending July 23, 2018. Subject to any previous amendments or modifications and except as otherwise provided in this Amendment, the Contract shall stand renewed upon its same terms and conditions.

C. Amendments.

- 1. The Contract is amended by deleting subsection 7(e) thereof in its entirety and substituting in its place the following:



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 Service Provider 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 Service Provider represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

Pursuant to Section 119.0701(2)(b), Fla. Stat., the Service Provider 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 Service Provider 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**

**D. General Terms and Conditions.**

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

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

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

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

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the Parties have executed this FOURTH AMENDMENT to Contract Number 2013-01-02-035, by a duly authorized representative, effective as of the Effective Date.

TALLAHASSEE LENDERS' CONSORTIUM, INC.

By: *Gibby Lane*

Name/Title: *Executive Director*

Date: *4-11-17*

FEIN: \_\_\_\_\_

FLORIDA HOUSING FINANCE CORPORATION

By: *[Signature]*

Name/Title: *Hugh R. Brown - General Counsel*

Date: *4-12-17*

**THIRD AMENDMENT  
TO CONTRACT NUMBER 2013-01-02-035**

THIS THIRD AMENDMENT ("Amendment") to CONTRACT NUMBER 2013-01-02-035 is entered into effective as of July 24, 2016. ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and TALLAHASSEE LENDERS' CONSORTIUM, INC. ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 2013-01-02-035, dated July 24, 2013, ("Contract") wherein Service Provider agreed to provide or perform Foreclosure Counseling services pursuant to RFQ 2013-01. As used herein, "Contract" shall include within its meaning any modification or amendment to the Contract.
- B. The initial term of the Contract was for two years, beginning July 24, 2013, and ending July 23, 2015.
- C. Section 3 of the Contract provides that the Contract may be renewed for additional one-year terms as long as the program is in effect.
- D. Florida Housing and Service Provider wish to renew the Contract for the second one-year renewal term, subject to the terms and conditions set forth below.

AGREEMENT

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

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of July 24, 2016. The above recitals are true and correct and form a part of this Amendment.

B. Amendments. The contract is hereby amended as follows.

1. The Section entitled, "Mutual Understandings" is hereby deleted in its entirety and replaced with the following:

On January 17, 2013, the Legislative Budget Commission approved a \$10 million allocation from National Mortgage Settlement funds to provide foreclosure counseling services to be administered by Florida Housing. The funding will allow Florida Housing to carry out the following objectives:

- Help prevent homeowners from going into foreclosure; and

- Provide at-risk homeowners with good financial management education to help them better manage their money and assist them with credit problems in order to become financially stable.

Florida Housing proposes to meet these objectives by providing funding on a fee-for-service basis to U.S. HUD approved housing counseling agencies (HCAs) to carry out foreclosure counseling services and more extensive financial management education. The program approach will be to provide counseling support for at risk homeowners.

Participating HCAs will develop an action plan for each client that is tailored to their needs and is revised as circumstances change, and will assist them with loan servicer and other contacts throughout the process. The goal is to provide families with the ability to follow a tailored plan throughout the modification or foreclosure process, even after counseling is completed. In addition to an action plan for their situation, many families also need financial education to ensure that these situations are less likely to occur in the future.

The services sought will be performed in accordance with the terms and conditions set forth in RFQ 2013-01, and/or any other term and condition in any Contract subsequently awarded.

2. Section 2, Engagement of the HCA; Responsibility to Provide Information on Employees; Reference Checks is hereby deleted in its entirety and is replaced with the following:

The HCA agrees to provide the services in accordance with the terms and conditions hereinafter set forth, unless otherwise stated in this Contract. The HCA understands and agrees that all services under this Contract are to be performed solely by the HCA, unless prior written approval and consent is received from Florida Housing for any subcontract or assignment of services.

The HCA shall use the applicable criteria set forth in the Foreclosure Counseling Program Procedure Manual (the "Procedure Manual") to determine the Applicant's eligibility for assistance. From time to time, updated procedures will be made available to the HCA. The HCA is required to apply the eligibility criteria and procedures in effect at the time the eligibility determination is made for an Applicant. As used herein, the term Procedure Manual shall mean the Procedure Manual as amended or modified from time to time during the term of this Contract.

References herein to "this Contract" shall be deemed to include the Procedure Manual, as amended or modified from time to time during the term hereof.

The HCA agrees to provide, in writing to Florida Housing's program contact as designated in subparagraph 11(e) herein, the following for new employees:

- A list of all employees who will provide services under this Contract (due upon execution of this Contract by the HCA).
- Resumes of all employees that will have responsibilities for the FCP (due within fourteen (14) days following execution of this Contract by the HCA).
- Notice of any change in the list of employees providing services under this Contract (due within 7 days of the change).
- Resumes of any new employees that will have responsibilities for the FCP (due within seven (7) days of access).

The HCA agrees to perform appropriate reference checks on any new employee that will be providing services under this Contract.

3. Section 6, Compensation, is hereby deleted in its entirety and is replaced with the following:

No counseling activities will be paid from FCP that are previously funded by other sources.

<b>Billing Types</b>		
<b>Billing Type</b>	<b>Amount</b>	<b>Description</b>
Intake (Foreclosure, Prepurchase, Reentry Prepurchase, Financial Management)	\$150	<ul style="list-style-type: none"> <li>• Primary Residence</li> <li>• Proof of Ownership</li> <li>• FCP Program Eligibility Determination</li> <li>• Intake Application</li> <li>• Signed Authorization</li> <li>• Signed Disclosure</li> <li>• Signed Privacy</li> <li>• Develop Action Plan</li> </ul>
General Counseling Session (pre and post modification sessions, pre- purchase counseling, financial management counseling)	\$75 per event	<ul style="list-style-type: none"> <li>• Budget Verification</li> <li>• Review &amp; Revision of Action Plan</li> <li>• Update Documentation</li> <li>• Servicer/Lender Contact</li> </ul>

Financial Management Education	\$75 Online Session \$150 Group Session	<ul style="list-style-type: none"> <li>• Training Certificate (required)</li> </ul>
Trial Modification Approved	\$75 per event	<ul style="list-style-type: none"> <li>• Budget Verification</li> <li>• Review &amp; Revision of Action Plan</li> </ul>
Permanent Modification Approved	\$75 per event	<ul style="list-style-type: none"> <li>• Budget Verification</li> <li>• Review &amp; Revision of Action Plan</li> </ul>
Alternative Housing Solution	\$75 per event	<ul style="list-style-type: none"> <li>• Budget Verification</li> <li>• Review &amp; Revision of Action Plan</li> <li>• Discuss Options</li> <li>• Signed Disclosure of Options</li> <li>• Referral to Service Agencies</li> </ul>
Alternative Housing Outcome	\$75	<ul style="list-style-type: none"> <li>• Implement Housing Transition</li> </ul>
File Close-Out (responsive and non-responsive)	\$75	<ul style="list-style-type: none"> <li>• +90 days no contact with Client</li> </ul>
Positive Outcome (Purchased home or Loan Modification)	\$500	<ul style="list-style-type: none"> <li>• HUD-1 Settlement Statement</li> <li>• Recorded Mortgage</li> <li>• Loan Modification Documents</li> </ul>

4. Section 7, Item (e) is hereby amended to include the following statement:

**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**

5. Section 11, Item (a), is hereby deleted in its entirety and is replaced with the following:

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

Contracts Manager  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: (850) 488-4197  
Facsimile: (850) 414-6548  
E-mail: [Contracts.Manager@floridahousing.org](mailto:Contracts.Manager@floridahousing.org)

6. Section 13, Item (f), is hereby created:

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

C. Renewal. The Contract is hereby renewed for the second one-year renewal term, beginning July 24, 2016, and ending July 23, 2017. Subject to any previous amendments or modifications and except as otherwise provided in this Amendment, the Contract shall stand renewed upon its same terms and conditions.

D. General Terms and Conditions.

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

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

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

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

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



IN WITNESS WHEREOF, the Parties have executed this THIRD AMENDMENT to Contract Number 2013-01-02-035, by a duly authorized representative, effective as of July 24, 2016.

TALLAHASSEE LENDERS' CONSORTIUM, INC.

By: Libby Lane

Name: Libby Lane

Title: Executive Director

Servicer Provider FID#: 59-3212-709

Date: July 18, 2016

FLORIDA HOUSING FINANCE CORPORATION

By: Stephen P. Auger, as Executive Director

Date: 7/18/16

**SECOND AMENDMENT  
TO CONTRACT NUMBER 2013-01-02-035**

THIS SECOND AMENDMENT ("Amendment") to CONTRACT NUMBER 2013-01-02-035 is entered into effective as of July 24, 2015, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and TALLAHASSEE LENDERS' CONSORTIUM, INC. ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 2013-01-02-035, dated July 24, 2013, ("Contract") wherein Service Provider agreed to provide or perform Foreclosure Counseling services pursuant to RFQ 2013-01. As used herein, "Contract" shall include within its meaning any modification or amendment to the Contract.
- B. The initial term of the Contract was for two years, beginning July 24, 2013, and ending July 23, 2015.
- C. Section 3 of the Contract provides that the Contract may be renewed for additional one-year terms as long as the program is in effect.
- D. Florida Housing and Service Provider wish to renew the Contract for the first one-year renewal term, subject to the terms and conditions set forth below.

AGREEMENT

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

- 1. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of July 24, 2015. The above recitals are true and correct and form a part of this Amendment.
- 2. Renewal. The Contract is hereby renewed for the first one-year renewal term, beginning July 24, 2015, and ending July 23, 2016. Subject to any previous amendments or modifications and except as otherwise provided in this Amendment, the Contract shall stand renewed upon its same terms and conditions.
- 3. General Terms and Conditions.

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

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

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

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

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

IN WITNESS WHEREOF, the Parties have executed this SECOND AMENDMENT to Contract Number 2013-01-02-035, by a duly authorized representative, effective as of July 24, 2015.

TALLAHASSEE LENDERS' CONSORTIUM, INC.

By: Libby Lane  
Name: Libby Lane  
Title: Executive Director  
Servicer Provider FID#: \_\_\_\_\_  
Date: 3-29-15

FLORIDA HOUSING FINANCE CORPORATION

By: Stephen P. Anger  
Stephen P. Anger, as Executive Director  
Date: 4/2/15

**FIRST AMENDMENT TO CONTRACT FOR  
HOUSING COUNSELING SERVICES FOR THE FORECLOSURE COUNSELING PROGRAM  
BETWEEN  
FLORIDA HOUSING FINANCE CORPORATION  
AND  
TALLAHASSEE LENDERS' CONSORTIUM, INC.**

THIS FIRST AMENDMENT ("Amendment") to CONTRACT NUMBER 2013-01-02-035 is entered into effective as of July 24, 2013, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and Tallahassee Lenders' Consortium, Inc, 224 Office Plaza, Tallahassee, FL 32301 ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 2013-01-02-035, dated July 24, 2013, ("Contract") wherein Service Provider agreed to provide or perform housing counseling services pursuant to RFQ 2013-01. As used herein, "Contract" shall include within its meaning any modification or amendment to the Contract.
- B. Florida Housing and Service Provider wish to amend the Contract, subject to the terms and conditions set forth below.

AGREEMENT

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

- 1. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of the Effective Date. The above recitals are true and correct and form a part of this Amendment.
- 2. Amendment. The Contract is hereby amended as follows:
  - (a) Paragraph #3: the entire paragraph is deleted
  - (b) Paragraph #6 is replaced with the following chart:

<b>Billing Types</b>		
<b>Billing Type</b>	<b>Amount</b>	<b>Description</b>
Intake	\$150 (one time)	<ul style="list-style-type: none"> <li>• Primary Residence</li> <li>• Proof of Ownership</li> <li>• FCP Program Eligibility Determination</li> <li>• Intake Application</li> <li>• Signed Authorization</li> <li>• Signed Disclosure</li> </ul>

		<ul style="list-style-type: none"> <li>• Signed Privacy</li> <li>• Develop Action Plan</li> </ul>
Counseling Session	\$75 per session (4 max.)	<ul style="list-style-type: none"> <li>• Budget Verification</li> <li>• Review &amp; Revision of Action Plan</li> <li>• Update Documentation</li> <li>• Servicer/Lender Contact</li> </ul>
Financial Management Education	\$75	<ul style="list-style-type: none"> <li>• Training Certificate</li> </ul>
Trial Modification Approved	\$75	<ul style="list-style-type: none"> <li>• Budget Verification</li> <li>• Review &amp; Revision of Action Plan</li> </ul>
Permanent Modification Approved	\$75	<ul style="list-style-type: none"> <li>• Budget Verification</li> <li>• Review &amp; Revision of Action Plan</li> </ul>
Alternative Housing Solution	\$75	<ul style="list-style-type: none"> <li>• Budget Verification</li> <li>• Review &amp; Revision of Action Plan</li> <li>• Discuss Options</li> <li>• Signed Disclosure of Options</li> <li>• Referral to Service Agencies</li> </ul>
Alternative Housing Outcome	\$75	<ul style="list-style-type: none"> <li>• Implement Housing Transition</li> </ul>
File Close-Out	\$75	<ul style="list-style-type: none"> <li>• +90 days no contact with Client</li> </ul>

(c) Paragraph #7 (b), is revised as follows: All documentation relating to the eligibility (or ineligibility) of an Applicant must be maintained by the HCA regardless of the format (hard copies, electronic documents) in a safe location stored in the Web Portal system.

(d) Paragraph #7 (c), is revised as follows: It is the HCA's responsibility to determine the proper retention period and obtain written permission from Florida Housing prior to destruction.

(e) Paragraph #10 (a), (b), (c), and (d) is revised as follows: Florida Housing may terminate this Contract without cause and the Contract will automatically terminate on the tenth (10<sup>th</sup>) day after the authorized representative of the HCA as ~~identified in paragraph 11 of this contract~~ receives written notice through first class certified mail, return receipt requested (Termination Notice).

(f) Paragraph #10 (g) (iii) is revised as follows: notwithstanding the provisions of subparagraph 7(c) of this Contract regarding the retention of records, the HCA, with written consent from Florida Housing, shall destroy or delete all physical and electronic records containing any Applicant data or PII per the methods set forth in subparagraph 7(c) of this Contract and provide Florida Housing with a written statement that all physical and electronic Applicant data has been provided to Florida Housing either in CounselorDirect or other electronic means acceptable to Florida Housing and subsequently destroyed or deleted.

(g) Paragraph #11 the following language is deleted: (b) The primary HCA contract administrator for this Contract is: ~~or the designated successor.~~

- (h) Paragraph #18 (a) is revised as follows: The HCA and its employees are expected to anticipate, and avoid, conflicts of interest in carrying out their duties and responsibilities under this Contract. For purposes of this paragraph, the term "FCP Employee" means any employee of the HCA, including the HCA, if an individual. To that end, an FCP Employee may not handle, process or otherwise participate in the handling, processing or decision making with respect to an application for assistance under the Unemployment Programs (UMAP and MLRP) made by an Applicant that is a Relative, Friend or Business Associate of the FCP Employee. "Relative," for purposes of this paragraph, with respect to the FCP Employee, means an individual who is related to the FCP Employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. "Friend," for purposes of this paragraph, with respect to the FCP Employee, means an individual, with whom the FCP Employee enjoys a close personal relationship. "Business Associate," for purposes of this paragraph, with respect to the FCP Employee, means an individual, with whom the FCP Employee has a business or financial relationship. Should the HCA or the FCP Employee encounter any such situation, Florida Housing must be notified immediately by phone and in writing directed to the Florida Housing program contact at the address set forth in subparagraph 11(e) of this Contract and no further action may be taken on the Applicant file(s) in question except as may be directed or authorized by Florida Housing.
- (i) Paragraph #18 (b) and (c) are deleted.
- (j) Paragraph #23 is revised as follows: The HCA agrees to comply with quality control, compliance and evaluation of the ~~Unemployment Mortgage Assistance Program and Mortgage Loan Reinstatement Program~~ for activities performed pursuant to the Contract.
- (k) Paragraph #24 is revised as follows: This Contract, including any and all attachments, embodies the entire agreement of the parties with respect to its subject matter. This Contract supersedes and replaces all previous oral or written communications, representations or agreements in connection with or related to the subject matter of this Contract, including, specifically, any previous version(s) of this Contract entitled Contract For HCA Services For The HFA Foreclosure Counseling Program ~~Unemployment Mortgage Assistance Program And Mortgage Loan Reinstatement Program~~ between Florida Housing and the HCA. Upon execution of this Contract, any such previous contract shall be deemed terminated by mutual agreement of the parties.
3. Public Records. The Contract is further amended by deleting subsection 7(e) thereof in its entirety and substituting in its place the following:

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

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

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

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

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

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

4. General Terms and Conditions.

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Contract Amendment to be executed by their undersigned representatives as duly authorized.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGES FOLLOW



IN WITNESS WHEREOF, Servicer Provider has executed this FIRST AMENDMENT to Contract Number 2013-01-02-035, by a duly authorized representative, effective as of the Effective Date.

TALLAHASSEE LENDERS' CONSORTIUM, INC.

By: Libby Lane

Name: Libby Lane

Title: Executive Director

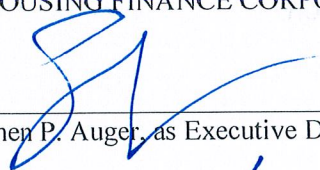
Servicer Provider FID#: 59-3212709

Date of execution: 12-9-13



IN WITNESS WHEREOF, Florida Housing has executed this FIRST AMENDMENT to Contract Number 2013-01-02-035, by a duly authorized representative, effective as of the Effective Date.

FLORIDA HOUSING FINANCE CORPORATION

By:   
\_\_\_\_\_  
Stephen P. Auger, as Executive Director

Date of execution: 12/17/13

**CONTRACT FOR  
HOUSING COUNSELING SERVICES FOR THE FORECLOSURE COUNSELING PROGRAM  
BETWEEN  
FLORIDA HOUSING FINANCE CORPORATION  
AND  
TALLAHASSEE LENDERS' CONSORTIUM, INC.**

This Contract for Foreclosure Counseling Program (FCP) Counselor Services for the Foreclosure Counseling Program, Contract No.: 2013-01-02-035, is entered into by and between the FLORIDA HOUSING FINANCE CORPORATION (Florida Housing), a public corporation and a public body corporate and politic, with headquarters located at 227 North Bronough Street, Suite 5000, Tallahassee, Florida, 32301, and TALLAHASSEE LENDERS' CONSORTIUM, INC. (HCA) located at 224 Office Plaza, Tallahassee, FL 32301. This Contract shall become effective upon the date the last party signs the Contract (Effective Date).

**MUTUAL UNDERSTANDINGS**

On January 17, 2013, the Legislative Budget Commission approved a \$10 million allocation from National Mortgage Settlement funds to provide foreclosure counseling services to be administered by Florida Housing. The funding will allow Florida Housing to carry out the following objectives:

- Help prevent homeowners from going into foreclosure; and
- Provide at-risk homeowners with good financial management education to help them better manage their money and assist them with credit problems in order to become financially stable.

Florida Housing proposes to meet these objectives by providing funding on a fee-for-service basis to U.S. HUD approved housing counseling agencies (HCAs) to carry out foreclosure counseling services and more extensive financial management education. The program approach will be to provide counseling support for at risk homeowners that augments counseling provided through the National Foreclosure Mitigation Counseling (NFMC) Program and other programs when available.

Florida Housing estimates that this new program will serve a minimum of 10,500 homeowners. The objective of this new program is to more fully support homeowners through their delinquency resolution negotiations.

Participating HCAs will develop an action plan for each client that is tailored to their needs and is revised as circumstances change, and will assist them with loan servicer and other contacts throughout the process. The goal is to provide families with the ability to follow a tailored plan throughout the modification or foreclosure process, even after counseling is completed. In addition to an action plan for their situation, many families also need financial education to ensure that these situations are less likely to occur in the future.

The services sought will be performed in accordance with the terms and conditions set forth in this RFQ, and/or any other term and condition in any Contract subsequently awarded.



NOW, THEREFORE, the parties agree as follows:

1. CLIENT MANAGEMENT SOFTWARE

HCA's must use a client management software acceptable to Florida Housing which is capable of providing the required data elements under the Contract.

2. ENGAGEMENT OF THE HCA; RESPONSIBILITY TO PROVIDE INFORMATION ON EMPLOYEES; REFERENCE CHECKS

The HCA agrees to provide the services in accordance with the terms and conditions hereinafter set forth, unless otherwise stated in this Contract. The HCA understands and agrees that all services under this Contract are to be performed solely by the HCA, unless prior written approval and consent is received from Florida Housing for any subcontract or assignment of services.

The HCA shall use the applicable criteria set forth in the Foreclosure Counseling Program Procedure Manual (the "Procedure Manual") dated June 2013 to determine the Applicant's eligibility for assistance. From time to time, updated procedures will be made available to the HCA. The HCA is required to apply the eligibility criteria and procedures in effect at the time the eligibility determination is made for an Applicant. As used herein, the term Procedure Manual shall mean the Procedure Manual as amended or modified from time to time during the term of this Contract.

References herein to "this Contract" shall be deemed to include the Procedure Manual, as amended or modified from time to time during the term hereof.

The HCA agrees to provide, in writing to Florida Housing's program contact as designated in subparagraph 11(e) herein, the following:

- A list of all employees who will provide services under this Contract (due upon execution of this Contract by the HCA).
- Resumes of all employees that will have responsibilities for the FCP (due within fourteen (14) days following execution of this Contract by the HCA).
- Notice of any change in the list of employees providing services under this Contract (due within 7 days of the change).
- Resumes of any new employees that will have responsibilities for the FCP (due within seven (7) days of access).

The HCA agrees to perform appropriate reference checks on any new employee that will be providing services under this Contract.

3. INCORPORATION OF MUTUAL UNDERSTANDINGS, LAWS, RULES AND REGULATIONS

The Mutual Understandings set out above are incorporated into and made a part of this Contract.

Applicable federal and state laws, rules, and regulations, as well as such written directives and guidance as may be issued from time to time by Treasury with regard to the Unemployment Programs, shall govern both the HCA and Florida Housing.



4. EFFECTIVE DATE AND TERM OF AGREEMENT

This Contract shall begin upon the date the last party signs the Contract (Effective Date).

The term of this Contract shall be for a period of two (2) years following the Effective Date, subject to satisfactory performance of the HCA at the sole discretion of Florida Housing. If the parties mutually agree in writing, the Contract may be renewed for additional one-year periods as long as the program is in effect.

5. MODIFICATION OF AGREEMENT

Either party may request a modification of the provisions of this Contract. Modifications that are mutually agreed upon shall be valid only when reduced to writing, signed by the parties and attached to this Contract. All other terms and provisions, not so modified, shall remain in full force and effect.

6. COMPENSATION

The maximum compensation for a client in the FCP is \$900. No counseling activities will be paid from FCP that are funded by other sources.

<b>Billing Types</b>		
<b>Billing Type</b>	<b>Amount</b>	<b>Description</b>
Intake	\$150 (one time)	<ul style="list-style-type: none"> <li>• Primary Residence</li> <li>• Proof of Ownership</li> <li>• FCP Program Eligibility Determination</li> <li>• Intake Application</li> <li>• Signed Authorization</li> <li>• Signed Disclosure</li> <li>• Signed Privacy</li> <li>• Develop Action Plan</li> </ul>
Counseling Session	\$75 per event	<ul style="list-style-type: none"> <li>• Budget Verification</li> <li>• Review &amp; Revision of Action Plan</li> <li>• Update Documentation</li> <li>• Servicer/Lender Contact</li> </ul>
Financial Management Education	\$75 one time	<ul style="list-style-type: none"> <li>• Training Certificate</li> </ul>
Trial Modification Approved	\$75 per event	<ul style="list-style-type: none"> <li>• Budget Verification</li> <li>• Review &amp; Revision of Action Plan</li> </ul>
Permanent Modification Approved	\$75 per event	<ul style="list-style-type: none"> <li>• Budget Verification</li> <li>• Review &amp; Revision of Action Plan</li> </ul>
Alternative Housing Solution	\$75 per event	<ul style="list-style-type: none"> <li>• Budget Verification</li> <li>• Review &amp; Revision of Action Plan</li> <li>• Discuss Options</li> <li>• Signed Disclosure of Options</li> <li>• Referral to Service Agencies</li> </ul>



Alternative Housing Outcome	\$75 (Max \$750)	• Implement Housing Transition
File Close-Out	\$75 (Max \$750)	• +90 days no contact with Client

7. APPLICANT FILES; PRIVACY OF APPLICANT INFORMATION

(a) Applicant Privacy: The HCA shall maintain all documents and information received or generated in connection with any Applicant in a manner which safeguards the privacy of the Applicant's Personally Identifiable Information ("PII"). Paper documentation must be kept in secured file cabinets. Scanned or electronically stored documents must be safeguarded in a fashion that securely maintains Applicant privacy. As used in this subparagraph (a) and elsewhere in this Contract, "Personally Identifiable Information" or "PII" means information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual. PII includes Applicant names, addresses, telephone numbers, e-mail addresses, Uniform Resource Locator URL information regarding social networking accounts or any other Internet media, photographs or other visual depictions, audio recordings, and any other information that could be used by any means to identify, contact or locate an Applicant.

(b) Contents of the Files: The HCA shall maintain Applicant files containing documentation sufficient to verify an Applicant's eligibility (or ineligibility) for assistance in accordance with the applicable eligibility guidelines under this Contract, as well as all compensation paid to the HCA for services rendered in connection with this Contract; such files shall include reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by the HCA in connection with this Contract. All documentation relating to the eligibility (or ineligibility) of an Applicant must be stored in the Web Portal system.

(c) Retaining the Files: The HCA must retain the files for a minimum of three (3) years from the outcome date or longer if there is an audit, investigation or litigation in progress, subject to the provisions of subparagraph 10(g)(iii) below. Additional time may also be required if other assistance programs are used with longer retention periods. It is the HCA's responsibility to determine the proper retention period. At the time of disposal, paper files may be shredded, incinerated or buried in a public landfill, in accordance with State records retention laws and rules. For electronic records containing PII or other information that is confidential or exempt from disclosure, appropriate destruction methods include physical destruction of storage media such as by shredding, crushing, or incineration; high-level overwriting that renders the data unrecoverable; or degaussing/demagnetizing of any digital storage media or device.

(d) Access to the Files: The HCA and its employees shall allow Florida Housing, or its agent(s) and compliance monitor(s), physical access to the files and records maintained by the HCA under this Contract during normal business hours, 9:00 a.m. to 5:00 p.m., Eastern Time, Monday through Friday, provided such day is not a holiday. Florida Housing shall make reasonable effort, but shall not be required, to notify the HCA 24-hours in advance of such visit; such notice may be in the form of a phone call or an email directed to the HCA's contract administrator as designated in this Contract.

(e) 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 HCA in connection with this Contract is subject to the provisions of Section 119.01-.19, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The HCA represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.



(f) **Electronic Files and Records:** The HCA understands that its services under this Contract are subject to ongoing monitoring and review by Florida Housing or by its compliance monitors. Because of the cost, time and disruption associated with on-site audits, the parties intend that the compliance monitoring under this Contract be conducted off-site to the extent possible. The HCA shall maintain its files and records in connection with the services rendered under this Contract in electronic form and, upon request, shall transmit electronic copies of those files and records to Florida Housing, or to its compliance monitor(s), or to Treasury, or to its designee(s). The HCA shall transmit electronic copies of the requested files or records to the requesting party promptly following request, but in no event later than 12:00 noon on the next business day following the day of the request. Florida Housing reserves its rights under subparagraph 7(d) of this Contract to conduct on-site inspections of the HCA's files and records under this Contract.

(g) **Use of Applicant Information:** The HCA agrees to refrain from using any Applicant information obtained in the course of its performance under this Contract for any purpose not specifically authorized by this Contract without first obtaining the express written consent of the Applicant and the program contact for Florida Housing. Use of any Applicant information for any purpose not specifically authorized by this Contract shall constitute an Event of Default under paragraph 9 of this Contract. This terms and conditions in this subparagraph 7(g) shall survive the termination of the Contract.

## 8. LIABILITY

(a) Florida Housing shall not be deemed to have assumed any liability for the acts, omissions, or negligence of the HCA, its agents, its servants, or employees, and the HCA specifically accepts responsibility for its acts, omissions or negligence and for the acts, omissions or negligence of its agents, servants or employees, and holds Florida Housing harmless from the claims of any third party which may arise due to the acts, omissions, or negligence of the HCA or its agents, servants or employees. The HCA further acknowledges that it is not an employee or agent of Florida Housing while performing the services contemplated by this Contract. Rather, the HCA acknowledges that it is performing the services under this Contract as an independent contractor. The HCA warrants and represents that it is authorized to do business in the State of Florida, and that it has and will maintain at all times during the term of this Contract all requisite licenses and permits as may be required for doing business and practicing its profession.

(b) The HCA specifically accepts responsibility for compliance with all applicable Florida laws, federal laws, Florida Housing rules and Florida Housing policies.

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

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by Florida Housing.

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

(f) The HCA must maintain professional liability insurance throughout the term of the Contract in an amount that is standard for the industry, but not less than \$100,000.



9. DEFAULT AND REMEDIES

(a) If any of the events listed in subparagraph 9(b) (Events of Default) occur, all obligations on the part of Florida Housing to continue doing business with the HCA or assign any future transaction to the HCA shall, if Florida Housing so elects, terminate and Florida Housing may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, Florida Housing may continue doing business with the HCA as a participant after the happening of any event listed in subparagraph 9(b) without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the HCA in the final transaction.

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

- i. If any report, information, representation or material provided by the HCA in this Contract, is inaccurate, false or misleading;
- ii. If any warranty or representation made by the HCA in this Contract, or any other outstanding agreement with Florida Housing, is deemed by Florida Housing to be inaccurate, false or misleading in any respect;
- iii. If the HCA fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;
- iv. If, in the sole discretion of Florida Housing, the HCA has failed to perform or complete any of the services identified in this Contract;
- v. If the HCA has not complied with all Florida laws, Federal laws, Florida Housing rules or Florida Housing policies applicable to the work or services to be provided under this Contract;
- vi. If the HCA permits or engages in discrimination against any Applicant on any prohibited basis, including, but not limited to, gender, race, religion, color, familial status, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability in performing any service identified in this Contract;
- vii. If the HCA does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;
- viii. If the HCA commits fraud or engages in activities deemed fraudulent or misleading by Florida Housing;
- ix. If the HCA refuses to permit public access to any document, paper, letter, or other material subject to disclosure under Florida's Public Records Law; or
- x. If the HCA, or any of its staff, are listed on Florida Housing's Past Due or Non-Compliance List (available on Florida Housing's website).

(c) Upon the happening of any Events of Default listed in subparagraph 9(b) above, Florida



Housing will provide written notice of the Default through first class certified mail, return receipt requested (Notice of Default), to the address set forth in paragraph 11 of this Contract.

(d) Upon the happening of any Events of Default listed in subparagraph 9(b), Florida Housing may provide the HCA a period of time to cure the Event of Default (Cure Period). If Florida Housing provides a Cure Period, Florida Housing will notify the HCA of the length of the Cure Period in the Notice of Default.

(e) Upon the happening of any Event of Default, or if Florida Housing provides a Cure Period and if the HCA 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:

- i. Florida Housing may terminate the Contract;
- ii. Florida Housing may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;
- iii. Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from the HCA to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the HCA to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the HCA to reimburse Florida Housing for the amount of costs incurred; or
- iv. Florida Housing may exercise any other rights or remedies that may be otherwise available under law.

10. TERMINATION; SURVIVAL OF OBLIGATIONS AND DUTIES OF HCA UPON AND FOLLOWING TERMINATION

(a) Florida Housing may terminate this Contract without cause and the Contract will automatically terminate on the tenth (10<sup>th</sup>) day after the representative of the HCA as identified in paragraph 11 of this Contract receives written notice through first class certified mail, return receipt requested (Termination Notice). This Termination Notice shall be sent to the representative of the HCA identified in paragraph 11 of this Contract.

(b) Florida Housing shall unilaterally terminate this Contract on the tenth (10<sup>th</sup>) day after the representative of the HCA as identified in paragraph 11 of this Contract receives the Termination Notice if the HCA fails to comply with Florida's Public Records Law.

(c) Florida Housing shall unilaterally terminate this Contract on the tenth (10<sup>th</sup>) day after the representative of the HCA as identified in paragraph 11 of this Contract receives the Termination Notice if the HCA fails to comply with the terms and conditions set forth in s. 420.512(5), Fla. Stat.

(d) Florida Housing may terminate the Contract for cause, including, but not limited to, the Events of Default contained in this Contract. The Contract will automatically terminate on the tenth (10<sup>th</sup>) day after the representative of the HCA as identified in paragraph 11 of this Contract receives the



## Termination Notice.

(e) This Contract may be terminated by either party upon ten (10) days written notice. The Contract will automatically terminate on the tenth (10<sup>th</sup>) day after all the parties consent in writing to the Termination Notice.

(f) Upon termination of this Contract for any reason, the HCA shall ensure that all information kept pursuant to paragraph 7 of this Contract is transmitted to Florida Housing via the Counselor Direct or any other appropriate or necessary means specified by Florida Housing. The HCA shall have a continuing duty to maintain the security of Applicant information and PII for the retention period of any information kept pursuant to paragraph 7 of this Contract.

(g) Upon termination of this Contract for any reason, the HCA shall:

i. immediately cease the use of any logo, slogan, sigil, service mark, trademark or any other intellectual property of Florida Housing associated with the FCP Program in any and all media produced or maintained by the HCA;

ii. immediately cease to represent any association with the FCP Program for any purpose whatsoever in any and all media produced or maintained by the HCA; and

iii. notwithstanding the provisions of subparagraph 7(c) of this Contract regarding the retention of records, the HCA shall destroy or delete all physical and electronic records containing any Applicant data or PII per the methods set forth in subparagraph 7(c) of this Contract and provide Florida Housing with a written statement that all physical and electronic Applicant data has been provided to Florida Housing either in CounselorDirect or other electronic means acceptable to Florida Housing and subsequently destroyed or deleted.

The terms and conditions in subparagraphs (f) and (g) above shall survive the termination of the Contract. Failure to comply with the terms of this part shall constitute an Event of Default pursuant to paragraph 9 above.

## 11. ADMINISTRATION OF CONTRACT

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

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

(b) The primary HCA contract administrator for this Contract is:

**or the designated successor.**



(c) The Florida Housing program contact for this Contract is:

Robert Dearduff  
Special Programs Administrator  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: (850) 488-4197  
Facsimile: (850) 488-9809  
E-mail: robert.dearduff@floridahousing.org  
**or the designated successor.**

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

(e) All notices shall be given to the parties' respective contract administrators or their respective designees (unless a provision in the Contract directs otherwise, in which case such notice shall be given to the person or contact as directed in that provision).

## 12. CONFIDENTIALITY

(a) Subject to the provisions of Florida's Public Records Law, as applicable to Florida Housing, all materials furnished to Florida Housing pursuant to this Contract are confidential and the HCA 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.

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

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

## 13. GOVERNING LAW; VENUE; OTHER PROVISIONS

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

(b) If any provision hereof 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 and shall be deemed severable, but shall not invalidate any other provision of this Contract.

(c) No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by the HCA shall affect or extend or act as a waiver of any other right or remedy of Florida Housing hereunder, or affect the subsequent exercise of the same right or remedy by Florida



Housing for any further or subsequent default by the HCA. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.

(d) 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.

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

#### 14. LOBBYING PROHIBITION

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

#### 15. COPYRIGHT, PATENT AND TRADEMARK

(a) If the HCA brings to the performance of this Contract a pre-existing copyright, patent or trademark, the HCA 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 result of work or services performed under this Contract, or in any way connected herewith, the HCA shall refer the discovery or invention to Florida Housing for a determination whether patent protection will be sought in the name of Florida Housing. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to Florida Housing. In the event that any books, manuals, films, or other copyrightable material are produced, the HCA shall notify Florida Housing in writing. Any and all copyrights or trademarks created by or in connection with the performance under this Contract are hereby reserved to Florida Housing.

(c) All subcontracts or other arrangements entered into by the HCA, 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.

#### 16. LEGAL AUTHORIZATION

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

#### 17. PUBLIC ENTITY CRIME

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



- a. submit a bid on a contract to provide any goods or services to a public entity;
- b. submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- c. submit bids on leases of real property to a public entity;
- d. be awarded or perform work as a consultant, supplier, subcontractor, or consultant under a contract with any public entity, and;
- e. transact business with any public entity in excess of the threshold amount provided in s. 287.017, Fla. Stat., for CATEGORY TWO: \$25,000, for a period of 36 months from the date of being placed on the convicted vendor list. Any contract in violation of this provision shall be null and void.

18. CONFLICTS OF INTEREST

(a) The HCA and its employees are expected to anticipate, and avoid, conflicts of interest in carrying out their duties and responsibilities under this Contract. For purposes of this paragraph, the term "FCP Employee" means any employee of the HCA, including the HCA, if an individual. To that end, an FCP Employee may not handle, process or otherwise participate in the handling, processing or decision making with respect to an application for assistance under the Unemployment Programs (UMAP and MLRP) made by an Applicant that is a Relative, Friend or Business Associate of the FCP Employee. "Relative," for purposes of this paragraph, with respect to the FCP Employee, means an individual who is related to the FCP Employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister. "Friend," for purposes of this paragraph, with respect to the FCP Employee, means an individual, with whom the FCP Employee enjoys a close personal relationship. "Business Associate," for purposes of this paragraph, with respect to the FCP Employee, means an individual, with whom the FCP Employee has a business or financial relationship. Should the HCA or the FCP Employee encounter any such situation, Florida Housing must be notified immediately by phone and in writing directed to the Florida Housing program contact at the address set forth in subparagraph 11(e) of this Contract and no further action may be taken on the Applicant file(s) in question except as may be directed or authorized by Florida Housing.

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

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

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

(b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant



pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

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

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

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

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

(c) Section 420.503(31), 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.”

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

(e) The HCA will certify that the staff and volunteers who will provide services under the Contract have no conflict(s) of interest due to relationships with servicers, real estate agencies, mortgage lenders, homeowners or household members, family members and/or other persons or entities that may stand to benefit from particular outcomes.

(f) In addition to the conflict of interest rules imposed by the Florida Statutes, and the conflicts of interest as described in subparagraph (a) above, should the HCA 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 HCA will provide immediate notification to Florida Housing, by phone and in writing through first class certified mail, return receipt requested (Notice of Conflict of Interest), to the Florida Housing program contact at the address set forth in subparagraph 11(e) of this Contract, within ten (10) working days. If the HCA is found 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.

19. TECHNICAL ASSISTANCE

A technical assistance provider (TAP) may be assigned to the HCA by and at the discretion of Florida Housing at any time during the term of this Contract. In such case, the TAP may evaluate the HCA to determine experience and capacity levels and submit written recommendations and observations to Florida Housing. In no event, however, shall the TAP manage, control or direct the manner in which the HCA renders the services contemplated under this Contract.

20. FACILITIES

The facilities and premises used by the HCA in providing the services under this Contract shall be maintained in commercially reasonable clean and safe condition, and accessible to all persons, including persons with disabilities.

21. OTHER LANGUAGES

The HCA must be prepared to communicate with non-English speaking Applicants in providing the services contemplated under this Contract. To that end, the HCA either must have staff fluent in the language of any such Applicant or use interpreter services to ensure that such Applicant has access to the services and programs contemplated under this Contract.

22. ANTI-DISCRIMINATION

The HCA will not permit or engage in discrimination against any Applicant on any prohibited basis, including, but not limited to, gender, race, religion, color, familial status, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability.

23. COMPLIANCE

The HCA agrees to comply with quality control, compliance and evaluation of the Unemployment Mortgage Assistance Program and Mortgage Loan Reinstatement Program for activities performed pursuant to the Contract.

24. ENTIRE AGREEMENT; ALL PRIOR AGREEMENTS SUPERSEDED AND TERMINATED

This Contract, including any and all attachments, embodies the entire agreement of the parties with respect to its subject matter. This Contract supersedes and replaces all previous oral or written communications, representations or agreements in connection with or related to the subject matter of this Contract, including, specifically, any previous version(s) of this Contract entitled Contract For HCA Services For The HFA Foreclosure Counseling Program Unemployment Mortgage Assistance Program And Mortgage Loan Reinstatement Program between Florida Housing and the HCA. Upon execution of

this Contract, any such previous contract shall be deemed terminated by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their undersigned representatives as duly authorized.

By: Libby Lane

Name: Libby Lane

Title: Executive Director

FEIN: 59-3212709

DATE: 7-17-13

**FLORIDA HOUSING FINANCE CORPORATION**

By: [Signature]

Name: Stephen P. Auger  
Title: Executive Director

DATE: 7/24/13



SECTION ONE  
INTRODUCTION

On January 17, 2013, the Executive Order (EO) 13517, "Promoting Transparency and Accountability in the Foreclosure Process," was signed. The EO requires the U.S. Department of Housing and Urban Development (HUD) to provide for the implementation of a foreclosure counseling program funded through the National Mortgage Settlement (NMS). The funding for this program is provided by HUD.

**REQUEST FOR QUALIFICATIONS 2013-01**

**HOUSING COUNSELING AGENCIES FOR THE IMPLEMENTATION OF THE FORECLOSURE COUNSELING PROGRAM FUNDED THROUGH THE NATIONAL MORTGAGE SETTLEMENT**

for

**FLORIDA HOUSING FINANCE CORPORATION**

The FHFC is currently seeking to hire a team of housing counseling agencies to provide foreclosure counseling services to borrowers who are at risk of foreclosure. The program is funded through the NMS. The program is designed to help borrowers understand the foreclosure process and explore options to avoid foreclosure. The program is a key component of HUD's efforts to reduce the number of foreclosures.

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**Issued: February 12, 2013**  
**Deadline for Responses: March 12, 2013**

The program is designed to help borrowers understand the foreclosure process and explore options to avoid foreclosure. The program is a key component of HUD's efforts to reduce the number of foreclosures. The program is designed to help borrowers understand the foreclosure process and explore options to avoid foreclosure.



## SECTION ONE INTRODUCTION

On January 17, 2013, the Legislative Budget Commission approved a \$10 million allocation from National Mortgage Settlement funds to provide foreclosure counseling services to be administered by Florida Housing. The funding will allow Florida Housing to carry out the following objectives:

- Help prevent homeowners from going into foreclosure; and
- Provide at-risk homeowners with good financial management education to help them better manage their money and assist them with credit problems in order to become financially stable.

Florida Housing proposes to meet these objectives by providing funding on a fee-for-service basis to U.S. HUD approved housing counseling agencies to carry out foreclosure counseling services and more extensive financial management education. The program approach will be to provide counseling support for at risk homeowners that augments counseling provided through the National Foreclosure Mitigation Counseling (NFMC) Program and other programs when available.

Florida Housing estimates that this new program will serve a minimum of 10,500 homeowners. The objective of this new program is to more fully support homeowners through their delinquency resolution negotiations.

Participating HCAs will develop an action plan for each client that is tailored to their needs and is revised as circumstances change, and will assist them with loan servicer and other contacts throughout the process. The goal is to provide families with the ability to follow a tailored plan throughout the modification or foreclosure process, even after counseling is completed. In addition to an action plan for their situation, many families also need financial education to ensure that these situations are less likely to occur in the future.

The services sought will be performed in accordance with the terms and conditions set forth in this RFQ, and/or any other term and condition in any Contract subsequently awarded. Offerors will be selected through Florida Housing's review of each response, considering the factors identified in this RFQ, and any other factors that Florida Housing considers relevant to serving the best interests of Florida Housing and its mission.

## SECTION TWO DEFINITIONS

For purposes of this document, the terms reflected below shall be defined as follows:

“Board”	The Board of Directors of Florida Housing Finance Corporation.
“Committee”	The review committee comprised only of employees of Florida Housing that is established pursuant to Fla. Admin. Code R. 67-49.007.
“Contract”	The document containing the terms and conditions of this RFQ and any other term and condition that the parties agree to.
“Contractor”	A person or entity providing the professional services described in Section Four of this RFQ.
“Days”	Calendar days, unless otherwise specified.
“Effective Date”	The date the last party signs the Contract(s) that is (are) awarded as a result of this RFQ.
“Florida Housing”	Florida Housing Finance Corporation, a public corporation and public body corporate and politic created by Section 420.504, Fla. Stat.
“Foreclosure Counseling Program” or “FCP”	The program created to provide foreclosure counseling services to homeowners with funding provided from the National Mortgage Settlement.
“Housing Counseling Agency” or “HCA”	An agency certified by the U. S. Department of Housing and Urban Development to provide housing counseling services to homeowners.
“Interested Party”	A person or entity that obtains a copy of the RFQ from Florida Housing.
“Offeror”	Any person or entity who has the capability in all respects to perform fully the requirements contained in this RFQ and submits a response to this RFQ.
“Response”	The written submission by an Offeror to this RFQ.
“RFQ”	This Request for Qualifications, including all exhibits



referenced in this document and all other documents incorporated by reference.

- “Staff” Any employee of Florida Housing, including the Executive Director.
- “Threshold Item” A mandatory requirement of the RFQ. Failure to meet any requirement in the RFQ designated as a “Threshold Item” shall result in rejection (no further action) of a Response.
- “Website” The Florida Housing Finance Corporation website, the Universal Resource Locator (URL) of which is [www.floridahousing.org](http://www.floridahousing.org)

### **SECTION THREE PROCEDURES AND PROVISIONS**

A. An Offeror must submit an original and five (5) copies of the Response in a sealed envelope marked “RFQ 2013-01.” Each envelope or package containing Responses must clearly state the name of the Offeror. In addition, an Offeror must submit an electronic copy of the Proposal on a compact disc at the time the hard copies are submitted. The Response that is the original must clearly indicate “Original” on that Response. Florida Housing shall not accept a faxed or e-mailed Response.

In order for the Offeror to be considered in the first round of awards, Florida Housing must receive Responses on or before **2:00 p.m., Eastern Time, on Tuesday, March 12, 2013**. Florida Housing intends to keep this RFQ open. For any Response received after March 12, 2013 the Committee will evaluate and make its recommendations to the Board at the next regularly scheduled Board meeting after the applicable Review Committee Meeting noticed in the Florida Administrative Register.

Responses shall be opened at that time and consecutively numbered. Responses must be addressed to:

Sherry Green  
Contracts Administrator  
Florida Housing Finance Corporation  
227 North Bronough Street, Suite 5000  
Tallahassee, FL 32301-1329  
(850) 488-4197; Fax (850) 414-6548  
Email: [sherry.green@floridahousing.org](mailto:sherry.green@floridahousing.org)

B. This RFQ does not commit Florida Housing to award a Contract to any Offeror or to pay any costs incurred in the preparation or mailing of a Response.



C. All services under the Contract awarded are to be performed solely by the Contractor(s), and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing.

D. Florida Housing reserves the right to:

1. Waive minor deficiencies and informalities;
2. Accept or reject any or all Responses received as a result of this RFQ;
3. Obtain information concerning any or all Offerors from any source;
4. Schedule an oral interview before the Committee and/or the Board from any or all Offerors;
5. Select for Contract negotiation or for award, a Response other than that with the highest score if, in the judgment of Florida Housing, its and the public's best interest shall be served; and
6. Negotiate with successful Offerors with respect to any additional terms or conditions of the Contract.
7. Pursuant to Fla. Admin. Code R. 67-49.004, Florida Housing may modify the terms of the RFQ at any point prior to the due date of Responses. A notice of such modification shall be posted on Florida Housing's Website and shall be provided to potential Offerors who requested copies of the RFQ. The deadline for receipt of Responses may be extended as deemed necessary by Florida Housing.

E. Any Interested Party may submit any question regarding this RFQ in writing via mail, fax, or e-mail to Sherry Green at the address given in Section Three, paragraph A. All questions are due by 5:00 p.m., Eastern Time, on Tuesday, February 19, 2013. Phone calls shall not be accepted. Florida Housing expects to respond to all questions by 5:00 p.m., Eastern Time, on Friday, February 22, 2013. Florida Housing shall post a copy of all questions received and their answers on Florida Housing's Website at:

[http://apps.floridahousing.org/StandAlone/FHFC\\_ECM/AppPage\\_LegalRFQs.aspx](http://apps.floridahousing.org/StandAlone/FHFC_ECM/AppPage_LegalRFQs.aspx)

Florida Housing shall also send a copy of those questions and answers in writing to any Interested Party that requests a copy. Florida Housing shall determine the method of sending its answers, which may include regular U.S. mail, overnight delivery, fax, e-mail or any combination of the above. Only written responses or statements from Sherry Green or her designee that are posted on the Website shall bind Florida Housing. No other means of communication, whether oral or written, shall be construed as an official response or statement from Florida Housing.

F. Any person who wishes to protest the specifications of this RFQ must file a



protest in compliance with Section 120.57(3), Fla. Stat., and Fla. Admin. Code R. 28-110. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

G. The term of the initial Contract shall be two years with annual renewals available for each year thereafter in which there are funds available for the program and upon satisfactory performance evaluations by Florida Housing.

## SECTION FOUR OBJECTIVES AND SCOPE OF SERVICES

All HCAs participating in the FCP will be required to provide the following services:

### A. Counseling Scope of Services

#### 1. Basic Counseling

Basic Counseling will include client intake, verification of a homeowner's budget and financial information and documentation of such, determination of delinquency status, evaluation of affordability options, determination of the best course of action for the homeowner, preparation of an action plan, and initiation of delinquency resolution negotiations with the lender. For clients coming into the FCP that have already received these services through the NFMC or other program, this service will be limited to only counseling that was not provided and paid for by the previous program.

#### 2. Extended Counseling

Extended Counseling will include ongoing support through the process of a trial loan modification, formal loan modification or other resolution as a homeowner resolves financial issues and negotiates with their lender, with services reimbursed according to a specific set of milestones.

For example, this will include:

- Counseling services to a homeowner during a trial loan modification;
- Counseling services to a homeowner during a formal loan modification; and/or
- Counseling services in a situation where a homeowner does not accept a modification plan because it does not provide enough relief for them to keep their home, or is not provided a formal modification and therefore must go through disposition of their home.

#### 3. Financial Management Education

Financial Management Education will provide homeowners with the skills and knowledge necessary to ameliorate the risk of re-default or avoid problems in the



future. This service may be provided in a one-on-one session or in a group and may include in-person training and virtual training. All financial management education programs and materials shall be approved by Florida Housing prior to use in the FCP.

#### 4. Ongoing File Maintenance and Document Management

Client files shall be maintained for three years past the date of resolution. This will include documentation on income, mortgage and other sensitive documents and will be required to be maintained in a secure manner.

#### 5. Adherence with Compliance Monitoring Requirements

The Contractor shall be required to provide any information, data or documentation required by Florida Housing or its monitoring agent related to evaluating compliance with program requirements.

#### 6. Reporting

The Contractor shall be required to submit to Florida Housing all required reports according to timeframes established by Florida Housing. These reports may include, but are not limited to, number of clients served, types of services provided, demographic data on clients, and client outcomes.

#### 7. Other Services

The Contractor may be offered the opportunity to enter into a contract to serve as an Advisor Agency under the Hardest Hit Fund Program based on the needs of that program as determined by Florida Housing Staff.

### **B. Contractor Objective Requirements**

1. **Experience:** All counseling agencies must have a minimum of two years of experience in the delivery of foreclosure intervention and delinquency resolution services. Counselors working at these agencies will be required to be certified through training and have experience working in existing foreclosure counseling programs. A compliance monitor or technical assistance provider may be assigned to the HCA by Florida Housing at any time during the contract period to evaluate experience and capacity levels and submit written recommendations and observations.
2. **Facilities:** Any premises used for counseling services must be clean, safe and accessible to all persons, including persons with disabilities. The HCA must have facilities available to give private counseling sessions. The facilities may be offsite if necessary. If the HCA provides group counseling sessions, the premises must maintain the same standards.



3. **Outreach and Marketing:** The HCA must make reasonable efforts to reach clients who need its services. This may be done in a variety of ways: advertising, contact with social agencies and partnering with other entities in the HCAs service area. The HCA should implement an outreach and marketing plan where possible. The HCA must make sure that any information disseminated in any format is not false or misleading.
4. **Recordkeeping:** The HCA must use a client management software that can provide the required data elements in an electronic format that is acceptable to Florida Housing.
5. **File Retention:** Files must be maintained in a manner which safeguards the privacy of the client's information. Paper documentation must be kept in secured file cabinets. Scanned or electronically stored documents must be safeguarded in a fashion that securely maintains client privacy. Files must be retained for a minimum of three (3) years from the outcome date or longer if there is an audit, investigation or litigation in progress.
6. **National Industry Standards:** The HCA must adopt The National Industry Standards for Homeownership Education and Counseling.
7. **Certification:** All counselors and applicable administrators must be trained to provide services under this contract and certified in Foreclosure Intervention and Default courses by NeighborWorks America, the National Council of LaRaza, National Foundation of Credit, Florida Specific Certification or other approved certification provider and must maintain these certifications every three years. New or existing staff to be used as counselors must be certified within 18 months of hire or reassignment.
8. **Compliance with the State Law:** The HCA and its staff must be in compliance with all applicable laws of Florida.
9. **Other Languages:** The HCA must either have counselors fluent in the language that clients speak or will use interpreter services to ensure non-English speaking clients can obtain foreclosure counseling.
10. **Anti-Discrimination:** The HCA will not permit discrimination against clients on the basis of their gender, race, religion, color, familial status, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability.
11. **Compliance:** The HCA will comply with quality control, compliance and evaluation of activities performed pursuant to the Contract. Any items that place the HCA on Florida Housing's Past Due or Non-Compliance List must



be cleared prior to execution of a Contract with Florida Housing or before payment for services is rendered by Florida Housing.

12. **Conflict of Interest:** The HCA must certify that the staff and volunteers who will provide foreclosure counseling have no conflict(s) of interest due to relationships with servicers, real estate agencies, mortgage lenders, family members and/or other entities that may stand to benefit from particular outcomes.
13. **Compensation:** The HCA will not be permitted to charge clients for any services rendered. All compensation will be disbursed by Florida Housing from the FCP Program funding.
14. **Nonprofit Status.** The applicant must function as a nonprofit organization. The agency must submit evidence of nonprofit status as demonstrated by Section 501 © of the Internal Revenue Code.
15. **Compliance with Fair Housing and Civil Rights Laws.** The HCA must comply with all applicable fair housing and civil rights requirements in 24 CFR 5.105 (a).
16. **Affirmatively Furthering Fair Housing.** The HCA must affirmatively further fair housing for classes protected under the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability and familial status. HCAs are expected to help remedy discrimination in housing and promote fair housing rights and fair housing choice.
17. **Ineligible Participants.** The HCA, including any of the agency's directors, partners, officers, principals, or employees must not be: 1. Suspended, debarred, or otherwise restricted under any local, state or federal regulations; 2. Indicted for, or convicted of, a criminal offense that reflects upon the responsibility, integrity or ability of the agency to participate in housing counseling activities; or 3. Subject to unresolved findings because of U.S. HUD or other government audits or investigations.
18. **Alternative Formats.** The HCA must be prepared to provide vital documents and information in alternative formats for persons with disabilities or make alternate accommodations for persons with disabilities.
19. **Knowledge of Existing Resolution Strategies, Specifics of Working within Florida's Judicial Foreclosure System, and Local Housing Market.** The agency's housing counseling staff must possess a working knowledge of strategies and available programs.



- 20. Community Resources.** The HCA must demonstrate that it has established working relationships with private and public community resources to which it can refer clients who need help the agency cannot offer.

**SECTION FIVE  
INFORMATION TO BE PROVIDED IN RESPONSE**

In providing the following information, restate each item and sub-item (with its letter and number), and limit your Response to one bound volume. Responses to the items must be included immediately after the restated items without any reference to any appendix.

**A. COVER LETTER**

Each proposal must be accompanied by a cover letter that contains a general statement of the purpose of submission and includes the following information:

1. The organization name, office address, city, state, and zip code.
2. The name, phone number and extension and e-mail address of the Executive Director or other official who has the capacity to sign legal agreements for the Offeror.
3. The name, job title, address, office telephone numbers, fax number, and e-mail address of a primary contact person who shall be responsible for day-to-day contact with Florida Housing, and any backup personnel who would be accessible if the primary contact cannot be reached.
4. Legal business status (individual, partnership, corporation, etc.) and address and telephone number of the Offeror.
5. All branch or affiliate information including name, office address, city, state, zip code, telephone number and fax number.

**B. GENERAL INFORMATION**

1. Provide evidence that the organization is approved as a U.S. HUD HCA.
2. Provide a copy of the declaration page for proof of professional liability errors and omissions insurance which includes the following: name of carrier and policy number; effective date of insurance; policy exclusions, if any; current coverage amounts; parties covered; and type of coverage.
3. Provide evidence of non-profit status.

4. Provide evidence of being an adopter of The National Industry Standards for Homeownership Education Counseling.
5. Provide Offeror's policy and procedures regarding the safe keeping of client's confidential information.

**C. EXPERIENCE, RESOURCES AND QUALIFICATIONS**

1. How long, in months, has your organization provided foreclosure counseling services?
2. Provide a list of certified foreclosure counselors on the staff of the HCA.
  - a. For each certified counselor:
    1. provide applicable proof of certification and length of time providing these services; and
    2. programs worked in; and
    3. length of time providing these services for each program.
3. Provide a list of other foreclosure staff. For example: intake workers, negotiators, etc. For each staff person, provide:
  - a. detail of experience in foreclosure counseling services; and
  - b. current job duties.
4. Provide a list of staff qualified to provide financial management education to clients.
  - a. For each staff member qualified, provide:
    1. detail of financial management education experience;
    2. programs served; and
    3. length of experience.
5. Number of certified foreclosure counselors the Offeror anticipates hiring or reallocating and training (existing staff) for this program within the next 12 months.

**D. SERVICE AREA**

Please provide a list of counties in your projected in-person counseling service area.

**E. DELIVERY OF COUNSELING**



1. Please provide types of counseling your organization is capable of performing:

<b>Types of Counseling</b>	
Phone	
Face to face	
Internet	
Video conference	
Other – Please describe	

2. Does your organization currently have the capacity to provide telephone counseling to clients statewide?

3. Does your organization have the capacity to provide financial management education?

**F. DRUG-FREE WORKPLACE**

If the Offeror has implemented a drug-free workplace program, pursuant to Section 287.087, Fla. Stat., the Offeror must submit a valid affidavit to demonstrate its status.

**G. MINORITY BUSINESS ENTERPRISE**

If the Offeror is a minority business enterprise as defined in Section 288.703, Fla. Stat., the Offeror must submit a valid affidavit to demonstrate its status.

**H. Certification (Threshold Item):**

**FAILURE TO INCLUDE THE CERTIFICATION STATEMENT LOCATED IN SECTION SIX OF THIS RFQ BEARING AN ORIGINAL SIGNATURE SHALL RESULT IN REJECTION OF THE RESPONSE.**

**SECTION SIX  
CERTIFICATION**

Do not reproduce the language of Section Six in the Response. By inclusion and execution of the statement provided in this Section each Offeror certifies that:

A. The Offeror submits this Response without prior understanding, agreement, or connection with any person or entity submitting a separate Response for the same services. However, any agreement with a person or entity with whom the Response is jointly filed, and such joint filing is made clear on the face of the Response, shall be an exception so long as the Response is in all respects fair and without collusion or fraud.



B. Any material submitted in response to this RFQ is a public record pursuant to Chapter 119, Fla. Stat., and subject to examination upon request, after Florida Housing provides a notice of decision pursuant to Section 120.57(3), Fla. Stat., or within 10 Days after the Response is opened, whichever is earlier.

C. The Offeror is in compliance with Section 420.512(5), Fla. Stat., which provides:

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

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

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

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

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

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

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

D. For the purpose of Section 420.512(5), Fla. Stat., “Prohibited Business



Solicitation Communications” is defined by Section 420.503(31), Fla. Stat., which provides:

“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.”

E. The Offeror is in compliance with Section 287.133(2)(a), Fla. Stat., which provides in pertinent part:

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

- a. submit a bid on a contract to provide any goods or services to a public entity;
  - b. submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
  - c. submit bids on leases of real property to a public entity;
  - d. be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity, and;
  - e. transact business with any public entity in excess of the threshold amount provided in Section 287.017, Fla. Stat., for CATEGORY TWO: \$35,000, for a period of 36 months from the date of being placed on the convicted vendor list.
6. The Offeror acknowledges that any Offeror selected shall be prohibited from engaging in activities in connection with services related to Florida Housing transactions that produce direct or indirect financial gain for the Offeror other than the compensation agreed upon in the Contract



that results from this RFQ, unless that Offeror has written consent from Florida Housing's Executive Director after Florida Housing has been fully informed of such activities in writing.

7. In addition to the conflict of interest rules imposed by the Florida Statutes, the Offeror(s) that is (are) selected to provide these services may not engage in any actual, apparent, or potential conflict of interest. Should any such actual apparent, or potential conflict of interest come into being subsequent to the effective date of the Contract and prior to the conclusion of the Contract, the Offeror shall provide notification (Notice of Conflict of Interest) to Florida Housing, through first class certified mail, return receipt requested, within 10 working days, seeking written consent from Florida Housing's Executive Director. If the Offeror is found to be in non-compliance with this provision, without written consent from Florida Housing's Executive Director, any compensation received in connection with the Contract shall be subject to forfeiture to Florida Housing.

F. Certification Statement

**THE FOLLOWING SHALL BE REPEATED IN THE OFFEROR'S RESPONSE AND SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND THE OFFEROR. FAILURE TO INCLUDE THE CERTIFICATION STATEMENT BEARING AN ORIGINAL SIGNATURE SHALL RESULT IN REJECTION OF THE RESPONSE.**

**"I agree to abide by all conditions of RFQ 2013-01 and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response as the Offeror and that I am in compliance with all requirements of the RFQ, including but not limited to, the certification requirements stated in Section Six of this RFQ."**

\_\_\_\_\_  
Authorized Signature (Original)

\_\_\_\_\_  
Print Name and Title

## **SECTION SEVEN FEE SCHEDULE**

**Fees structure will be finalized and established in the contract between the participating HCAs and Florida Housing.**

## **SECTION EIGHT EVALUATION PROCESS**

The individual Committee members shall independently evaluate the Responses by reviewing the answers to determine if requirements are met for each Response. The Committee shall conduct one or more public meetings during which the Committee may discuss its evaluations, select Offerors to be considered for Contract, make any adjustments deemed necessary to best serve the interests of Florida Housing's mission, and develop a recommendation or series of recommendations to the Board.

It is anticipated that all U.S. HUD approved HCAs that provide proper responses to all requirements of the RFQ will be approved and eligible to enter into a contract with Florida Housing to provide counseling services through the FCP.

## **SECTION NINE AWARD PROCESS**

Florida Housing shall provide notice of its decision, or intended decision, for this RFQ on Florida Housing's Website the next business day after the applicable Board vote. After posting, an unsuccessful Offeror may file a notice of protest and a formal written protest in accordance with Section 120.57(3), Fla. Stat., et. al. Failure to file a protest within the time prescribed in Section 120.57(3), Fla. Stat., et. al. or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.



**Foreclosure Counseling Program  
Program Procedures**



**FLORIDA FORECLOSURE  
COUNSELING PROGRAM**

**Florida Housing Finance Corporation  
June 2013**



## Table of Contents

<b>Title</b>	<b>Page #</b>
<b>Foreclosure Counseling Program Overview</b>	<b>3</b>
<b>Summary of Implementation Steps</b>	<b>4</b>
<b>Scope of Services</b>	<b>5</b>
<b>Housing Counseling Agency Requirements</b>	<b>6</b>
<b>Housing Counseling Agency Procedures</b>	<b>8</b>
<b>Data Elements</b>	<b>10</b>
<b>Billing Milestones</b>	<b>11</b>
<b>Billing and Reimbursement Procedures</b>	<b>12</b>
<b>Funds Available to HCAs (Allocation and Reservation)</b>	<b>12</b>
<b>Florida Housing Ongoing Program Activities</b>	<b>13</b>

## Foreclosure Counseling Program Overview

On January 17, 2013, the Legislative Budget Commission approved a \$10 million allocation from National Mortgage Settlement funds to provide foreclosure counseling services to be administered by Florida Housing. The funding will allow Florida Housing to carry out the following objectives:

- Help prevent homeowners from going into foreclosure; and
- Provide at-risk homeowners with good financial management education to help them better manage their money and assist them with credit problems to become financially stable.

The staff proposes to meet these objectives by providing funding on a fee-for-service basis to HUD approved housing counseling agencies (HCAs) to carry out foreclosure counseling services and more extensive financial management education free to at-risk homeowners. The program will include providing counseling support for homeowners that augments counseling provided through the National Foreclosure Mitigation Counseling (NFMC) Program and other programs. Over the past few years, Florida Housing has been awarded \$9.5 million in NFMC funds to support 37 counseling agencies in the provision of basic counseling for more than 30,000 homeowners.

The staff estimates that this new program will serve a minimum of 10,500 homeowners by building on the basic services provided in the NFMC Program. The objective of this new program is to more fully support homeowners through their delinquency resolution negotiations. Exhibit B provides a chart to show the approximate timing and flow of services to homeowners from client intake through a successful loan modification, a period of approximately two years, depending on how quickly the lender responds to a homeowner request for a loan modification.

HCAs would develop an action plan for each client that is tailored to their needs and is revised as circumstances change, and would assist them with loan servicer and other contacts throughout the process. The goal is to provide families with the ability to follow a tailored plan throughout the modification or foreclosure process, even after counseling is completed. In addition to an action plan for their situation, many families also need financial education to ensure that these situations are less likely to occur in the future.

Florida Housing may use up to 7.5 percent of the total funding for administrative costs, including training and technical assistance, compliance, quality assurance monitoring and data reporting functions. This includes costs related to contracting for some services.

The current implementation timeline is for HCAs to begin offering services to at-risk homeowners in July 2013 with a three to four year performance period. The key steps of the program are outlined below:



## Summary of Key Steps

Florida Housing is responsible for the administration of the program, but is implementing a number of services through contracts with HCAs, a contractor to provide training and technical assistance, and compliance monitors.

**Housing Counseling Agency Services.** The staff has received authority from the Florida Housing Board to contract with HCAs to provide foreclosure counseling and financial management directly to homeowners. Only nonprofit HCAs approved by the U.S. Department of Housing and Urban Development are eligible to participate. Florida Housing will contract with 50-55 successful HCAs to provide services to homeowners that were approved by the Florida Housing Board at their meetings in April and June 2013.

- 1. Training and Monitoring Services.** In April 2013, the Board approved staff to contract with an experienced provider of technical assistance and training on foreclosure counseling to ensure that HCAs and their staffs are knowledgeable about the particulars of this program, including reporting requirements, as well as providing high quality services to homeowners. Florida Housing can use third party servicers currently under contract to provide compliance monitoring services.
- 2. Data Reporting System to Monitor Program Success and Manage Reporting and Reimbursement for Services.** Florida Housing has contracted for the development of software to collect data on homeowners served to monitor the outcomes of the program and provide a way for the HCAs to report each month on services provided for reimbursement purposes.
- 3. HCA Training.** The contracted training provider will provide, along with Florida Housing, an initial training that will be required of all HCAs participating in this program. At a minimum, all participating HCAs and their staff working under this program are required to receive training on the program objectives, specific services and reporting outcomes, procedures for reimbursement of services, monthly data reporting, technical assistance opportunities, compliance monitoring and quality assurance requirements. Additional training will be available to HCA staff through webinars and online learning modules.
- 4. Foreclosure Counseling and Financial Management Education Services to Homeowners Statewide.** Based on the funding allocation methodology, funding for all counseling/education services provided under this program initially will be proportionally reserved for homeowners in each county. HCAs may rely on funding availability when planning and coordinating for service provision. After the initial period, which could be as long as one year, Florida Housing will evaluate expenditures in the program and, as necessary, propose revisions to the allocation methodology to ensure that program funds continue to flow expediently throughout the state.



5. **Ongoing Program Activities.** The HCAs will provide services to homeowners and provide Florida Housing with data on services rendered and homeowner status each month, as specified by contract, in order to be reimbursed. In addition to the activities outlined above, there would be several additional ongoing activities: monitoring of counseling for quality assurance and, as needed, technical assistance for HCAs; monitoring of billing and any eligibility requirements for participating HCAs; and monitoring for possible fraud.
6. **Evaluating program success and providing regular progress reports.** Florida Housing will employ program performance measures that address program outcomes, including successful homeowner financial management training. Florida Housing expects to provide regular progress reports to the Board, Governor, Legislature and Attorney General on this program.

### Scope of Services

Counseling milestones will be used to determine a client's progress through the program and will represent the points at which an HCA can submit invoices for payment to Florida Housing for services to the client. Florida Housing will determine if the activity being reported meets the milestone and is eligible for reimbursement. The scope of services to homeowners is summarized below, along with expected payments associated with each.

1. **Level One Counseling Services (\$150).** Basic Counseling will be the initial intake session with a homeowner and will include, but is not limited to, client intake, identifying the homeowner's goal(s), verification of a homeowner's budget and financial information and documentation of such, determination of delinquency status, evaluation of affordability options, determination of the best course of action for the homeowner, preparation of an action plan, and initiation of delinquency resolution negotiations with the lender. Clients entering the FCP that have already received these services through the NFMC or other programs will proceed directly into Level Two Counseling Services.
2. **Level Two Counseling Services (\$300).** This counseling module will cover costs associated with additional counseling services needed to assist a homeowner with implementation of the action plan prepared in Level One and Financial Management Training. These services will include ongoing support through the process of pursuing a loan modification or other resolution as a homeowner resolves financial issues and negotiates with their lender, with services reimbursed according to a specific set of milestones. One of the billing items (\$75) in this level can be used to provide financial management training which is required of all program participants.
3. **Level Three Counseling Services (\$300).** This level of services will be used as needed to cover costs of supporting a homeowner once they have received approval of a trial and/or permanent loan modification, including such actions as review of homeowner financial status as needed, additional budgeting work, review/revision of action plan, counseling related to staying current on mortgage payments and documentation.
4. **Level Four Counseling Services (\$150).** These counseling services will be used as needed to cover costs if a homeowner is denied a loan modification or the homeowner is unsuccessful in maintaining the payments in a trial loan modification (i.e., circumstances are such that the



homeowner will not be able to remain in their home). These services will include discussion of a transition plan (e.g., short sale, foreclosure, deed in lieu) and timeline, review and revision of action plan and any final review/revision of the homeowner's budget.

5. **Financial Management Education (payment will be made as part of Level Two).** Financial Management Education training will provide homeowners with the skills and knowledge necessary to ameliorate the risk of re-default or avoid problems in the future. Provided by the HCAs, this service may be provided in a one-on-one session or in a group and may include in-person training and virtual training.
6. **Ongoing File Maintenance, Document Management, Compliance Management and Reporting.** HCAs will maintain client files will be maintained for three years past the date of resolution. This will include documentation on income, mortgage and other sensitive documents and will be required to be maintained in a secure manner. Each HCA shall be required to provide information, data and documentation required by Florida Housing or our monitoring when evaluating compliance with program requirements. HCAs shall be required to submit to Florida Housing all required reports according to timeframes established by Florida Housing. These reports will include information such as the number of clients served, types of services provided, demographic data on clients and client outcomes. This information will be collected by Florida Housing as part of an HCA's billing procedures.

### Housing Counseling Agency (HCA) Requirements

All HCAs participating in the FCP will be required to meet all of the following standards:

1. **Experience:** All counseling agencies must have a minimum of two years of experience in the delivery of foreclosure intervention and delinquency resolution services. Counselors working at these agencies will be required to be certified through training and have experience working in existing foreclosure counseling programs. A compliance monitor or technical assistance provider may be assigned to the HCA by Florida Housing at any time during the contract period to evaluate experience and capacity levels and submit written recommendations and observations.
2. **Facilities:** Any premises used for counseling services must be clean, safe and accessible to all persons, including persons with disabilities. The HCA must have facilities available to give private counseling sessions. The facilities may be offsite if necessary. If the HCA provides group counseling sessions, the premises must maintain the same standards.
3. **Outreach and Marketing:** The HCA must make reasonable efforts to reach clients who need its services. This may be done in a variety of ways: advertising, contact with social agencies and partnering with other entities in the HCAs service area. The HCA should implement an outreach and marketing plan where possible. The HCA must make sure that any information disseminated in any format is not false or misleading.
4. **Recordkeeping:** The HCA must use a client management software that can provide the required data elements in an electronic format that is acceptable to Florida Housing.
5. **File Retention:** Files must be maintained in a manner which safeguards the privacy of the client's information. Paper documentation must be kept in secured file cabinets. Scanned or



electronically stored documents must be safeguarded in a fashion that securely maintains client privacy. Files must be retained for a minimum of three (3) years from the outcome date or longer if there is an audit, investigation or litigation in progress.

6. **National Industry Standards:** The HCA must adopt The National Industry Standards for Homeownership Education and Counseling.
7. **Certification:** All counselors and applicable administrators must be trained to provide services under this contract and certified in Foreclosure Intervention and Default courses by NeighborWorks America, the National Council of LaRaza, National Foundation of Credit, Florida Specific Certification or other approved certification provider and must maintain these certifications every three years. New or existing staff to be used as counselors must be certified within 18 months of hire or reassignment.
8. **Compliance with the State Law:** The HCA and its staff must be in compliance with all applicable laws of Florida.
9. **Other Languages:** The HCA must either have counselors fluent in the language that clients speak or will use interpreter services to ensure non-English speaking clients can obtain foreclosure counseling.
10. **Anti-Discrimination:** The HCA will not permit discrimination against clients on the basis of their gender, race, religion, color, familial status, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability.
11. **Compliance:** The HCA will comply with quality control, compliance and evaluation of activities performed pursuant to the Contract. Any items that place the HCA on Florida Housing's Past Due or Non-Compliance List must be cleared prior to execution of a Contract with Florida Housing or before payment for services is rendered by Florida Housing.
12. **Conflict of Interest:** The HCA must certify that the staff and volunteers who will provide foreclosure counseling have no conflict(s) of interest due to relationships with servicers, real estate agencies, mortgage lenders, family members and/or other entities that may stand to benefit from particular outcomes.
13. **Compensation:** The HCA will not be permitted to charge clients for any services rendered. All compensation will be disbursed by Florida Housing from the FCP Program funding.
14. **Nonprofit Status.** The applicant must function as a nonprofit organization. The agency must submit evidence of nonprofit status as demonstrated by Section 501 © of the Internal Revenue Code.
15. **Compliance with Fair Housing and Civil Rights Laws.** The HCA must comply with all applicable fair housing and civil rights requirements in 24 CFR 5.105 (a).



16. **Affirmatively Furthering Fair Housing.** The HCA must affirmatively further fair housing for classes protected under the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability and familial status. HCAs are expected to help remedy discrimination in housing and promote fair housing rights and fair housing choice.
17. **Ineligible Participants.** The HCA, including any of the agency's directors, partners, officers, principals, or employees must not be: 1. Suspended, debarred, or otherwise restricted under any local, state or federal regulations; 2. Indicted for, or convicted of, a criminal offense that reflects upon the responsibility, integrity or ability of the agency to participate in housing counseling activities; or 3. Subject to unresolved findings because of U.S. HUD or other government audits or investigations.
18. **Alternative Formats.** The HCA must be prepared to provide vital documents and information in alternative formats for persons with disabilities or make alternate accommodations for persons with disabilities.
19. **Knowledge of Existing Resolution Strategies, Specifics of Working within Florida's Judicial Foreclosure System, and Local Housing Market.** The agency's housing counseling staff must possess a working knowledge of strategies and available programs.
20. **Community Resources.** The HCA must demonstrate that it has established working relationships with private and public community resources to which it can refer clients who need help the agency cannot offer.

### Housing Counseling Agency Procedures

1. **Client Intake.** Clients for the FCP may be:
  - a. NFMFC clients that qualify for additional counseling through the FCP; or
  - b. New clients responding to the outreach efforts of HCAs participating in the FCP.
  - c. New clients responding to outreach efforts of HCAs.
2. **Basic eligibility criteria.** In order to determine if an applicant is eligible for assistance under FCP, a counseling agencies shall:
  - a. Verify that client is not eligible and/or has been funded under another program for these services;
  - b. Verify all sources of income;
  - c. Document client name and address, basic demographic information;
  - d. Verify lender and loan information; and
  - e. Verify reason for delinquency.
3. **Client Documentation Verification.** Client documentation shall be verified in accordance with the National Industry Standards for Homeownership Education and Counseling – Foreclosure Intervention Specialty (National Industry Standards).



4. **Client Authorization.** A counseling agency must obtain a signed authorization form from the client or have other legally-permissible client authorization on record that will allow the participating agency to:
  - a. Submit client-level information to Florida Housing;
  - b. Allow files to be reviewed for program monitoring and compliance purposes; and
  - c. Allow follow up with the client related to program evaluation, if they choose to.
5. **Client Denial**
  - a. Document file with reason for client denial.
  - b. Release reserved funding if necessary.
6. **The counseling agency shall provide to an approved client:**
  - a. A disclosure statement detailing what services the HCA provides and the agency's relationship with other industry partners.
  - b. A copy of a privacy policy detailing how the client's records will be maintained and protected.
7. **Initial Counseling Session.** This session will be key in establishing a plan and timeline for pursuing:
  - a. An action plan for pursuing a trial modification including contacting the lender.
  - b. Developing a working budget for client to begin pursuing a modification.
  - c. Scheduling client for homeowner financial management training.
8. **Extended Counseling.** After the initial counseling session, the HCA will be required to periodically update the client information, review the homeowner's budget and determine the client's progress towards the modification. The number of "touches" will be determined on a client-by-client basis, but is expected to range from 5 to 8 events and may extend into the modification period. Each touch will include:
  - a. Income documentation re-verification
  - b. Loan documentation and status re-verification
  - c. Review and, if needed, make adjustments to client budget
9. **Training** Clients in this program will be provided with Financial Management Training. The training program should assist the client in making changes in how they manage their finances to better deal with their overall well-being. One goal of the program is for clients to increase their habit of saving and to reduce their non-mortgage debt.
10. **Trial Modification.** If a client is approved for a trial modification, the HCA will continue to provide extended counseling services with the goal of transitioning the client into a permanent modification. In addition to the services described in the extended counseling section, the HCA may be required to engage with the lender/servicer to discuss specific issues related to the trial modification.
11. **Permanent Modification.** If a client is approved for a permanent modification, the HCA will continue to provide extended counseling services. In addition to the services described in the extended counseling section, the HCA may be required to engage with the lender/servicer to discuss specific issues related to the trial modification.
12. **File Termination.** If a client fails to meet goals and requirements set forth by the program or the HCA, counseling for that client may be terminated. If this occurs, the client shall be notified in writing. The notification shall include:



- a. Date of official termination of client from program.
- b. Reasons for removal of client (closing of case).
  - i. Refusal by client to provide required documentation as requested by the HCA
  - ii. Loss of home (foreclosure, deed in lieu, short sale)
  - iii. Client voluntarily withdraws from counseling
  - iv. Successful completion and transition into Permanent Loan Modification
- c. Procedure for appealing decision.
- d. Procedure for re-opening file.

**13. Outcomes.** The outcomes, or success measures, include:

- a. Intermediate Outcomes
  - i. Financial management/budget improvement.
  - ii. Trial Modification.
- b. Final Outcomes
  - i. Permanent Modification.
  - ii. Change in rates, terms, etc. of mortgages.
  - iii. Short Sale.
  - iv. Deed in lieu of foreclosure.
  - v. Foreclosure.
  - vi. Client disengaged from program without final outcome.

**14. Reporting.** HCAs will be required to submit reports to Florida Housing including, but not limited to:

- a. Monthly Reports containing data on:
  - 1.Number of homeowners served
  - 2.Counseling Milestones achieved (agency and client level data)
  - 3.Billing report for month and life-to-date
- a. Annual Report containing data on:
  - 1.Number of homeowners served
  - 2.Counseling Milestones achieved (agency and client level data)
  - 3.Billing report for month and life-to-date

**Data Elements.** Specific data elements will be required to be captured at intake and subsequent counseling sessions by the HCA related to the client's loan. These elements will be used to determine eligibility and to track program success. Data elements required to be collected during counseling are detailed in this document in Exhibit A.

**Counseling/Billing Milestones.** Counseling milestones will be used to determine a client's progress through FCP as well as representing the points at which an HCA can submit invoices for payment for the client. Florida Housing will determine if the activity being reported meets the milestone and make the payment on a monthly basis if it is determined to be eligible.

The Following table provides the detail of each billing type, the maximum amount of funding that can be billed for each billing type and the possible requirements for each billing type. HCAs can refer to this as guide o billing.



<b>Billing Types</b>		
<b>Billing Type</b>	<b>Amount</b>	<b>Description</b>
Intake	\$150 (one time)	<ul style="list-style-type: none"> <li>• Primary Residence</li> <li>• Proof of Ownership</li> <li>• FCP Program Eligibility Determination</li> <li>• Intake Application</li> <li>• Signed Authorization</li> <li>• Signed Disclosure</li> <li>• Signed Privacy</li> <li>• Develop Action Plan</li> </ul>
Counseling Session	\$75 (Max \$750 for all below)	<ul style="list-style-type: none"> <li>• Budget Verification</li> <li>• Review &amp; Revision of Action Plan</li> <li>• Update Documentation</li> <li>• Servicer/Lender Contact</li> </ul>
Financial Management Education	\$75 (Max \$750 for all)	<ul style="list-style-type: none"> <li>• Training Certificate</li> </ul>
Trial Modification Approved	\$75 (Max \$750 for all)	<ul style="list-style-type: none"> <li>• Budget Verification</li> <li>• Review &amp; Revision of Action Plan</li> </ul>
Permanent Modification Approved	\$75 (Max \$750 for all)	<ul style="list-style-type: none"> <li>• Budget Verification</li> <li>• Review &amp; Revision of Action Plan</li> </ul>
Alternative Housing Solution	\$75 (Max \$750 for all)	<ul style="list-style-type: none"> <li>• Budget Verification</li> <li>• Review &amp; Revision of Action Plan</li> <li>• Discuss Options</li> <li>• Signed Disclosure of Options</li> <li>• Referral to Service Agencies</li> </ul>
Alternative Housing Outcome	\$75 (Max \$750)	<ul style="list-style-type: none"> <li>• Implement Housing Transition</li> </ul>
File Close-Out	\$75 (Max \$750)	<ul style="list-style-type: none"> <li>• +90 days no contact with Client</li> </ul>

#### **Billing Maximums Per Client**

1. **Level 1 - \$150**
2. **Level 2 - \$300**
3. **Level 3 - \$300**
4. **Level 4 - \$150**



**Billing and Reimbursement Procedures**

1. HCAs will be reimbursed on a monthly basis for services provided and approved by Florida Housing as eligible under FCP.
2. Invoicing will be submitted electronically by each HCA through the web portal created by Florida Housing.
3. Invoices will be verified by Florida Housing for accuracy, eligibility and completeness before processing for payment.
4. Invoices submitted by the last business day of the month will be paid no later than the 15<sup>th</sup> of the ensuing month.
5. Costs determined to be ineligible by Florida Housing will be deducted from the total invoice before paying the HCA.
6. Payments made on a previous invoice that are determined to be ineligible by Florida Housing or its' agent will be deducted from the next payment to be made after the determination of ineligibility.
7. Any invoice costs determined to be ineligible that are later determined to be eligible will be paid on the next scheduled payment. No additional payment will be made to correct the situation.
8. All payments to HCAs will be made electronically through a wire or ACH payment to an account established by the HCA. Each HCA must fill out and submit to Florida Housing an electronic deposit form prior to the first payment being made.

**Funds Available to HCAs.** The funding for the FCP is allocated by county with an additional amount being maintained in a statewide "pool" to be used once the initial allocation for homeowners in a county has been exhausted. Florida Housing reserves the right to change or re-allocate funding between counties or place funding from county allocations into the state pool at any time with a 30 day notification to the HCAs.

1. When an applicant is determined to be eligible to receive counseling that will be paid for by FCP, the HCA will enter the client's data into the system established by Florida Housing for administration of the FCP. This information will include the client's county of residence.
2. When that entry is saved into the system, the maximum allowable amount of counseling funds for an individual client will be automatically reserved and deducted from the county allocation.
3. Funds for each client will be reserved from the time of entry into the online portal system.
4. If an HCA determines at any time during the counseling process that a client is no longer eligible to receive counseling under FCP, any amount of funds reserved for that client that have not been expended will be de-obligated as described above.



## Florida Housing Ongoing Program Activities

### 1. Training and Technical Assistance.

- a. Training and technical assistance is available to HCAs for the following purposes:
  - i. Training HCAs on FCP program procedures
  - ii. Providing technical assistance on an ongoing basis to address specific situations
  - iii. Training HCAs on presenting financial management education classes

### 2. Review of counseling for quality assurance and technical assistance for HCAs

- a. Florida Housing's contractor will develop a website that will provide technical assistance and support to HCAs participating in the program.
- b. On-site review of counseling activities under this program will be provided. When needed, local counselors will receive technical assistance to ensure that homeowners are getting consistent, high quality service.
- c. Technical assistance in situations when Florida Housing sees a problem with an agency, such as poor reporting.

### 3. Compliance Monitoring and Quality Assurance reviews on participating HCAs

- a. Compliance monitoring of HCAs participating in the program will be performed by third parties under contract with Florida Housing, and will consist of desk audits of electronic and paper HCA files. If monitoring of an HCA turns up inaccuracies or other problems, Florida Housing may choose to work with the HCA or assign technical assistance providers to work with the HCA to fix the problem. Depending on the nature of the problem, Florida Housing may determine that an HCA is out of compliance and may withhold reimbursements until the HCA has resolved its problems. In rare cases, problems may lead to a contract with an HCA being terminated.
- b. Florida Housing staff will also carry out quality assurance reviews of HCAs participating in the program as needed. Quality assurance reviews of these HCAs helps ensure that high quality technical assistance and compliance monitoring are being provided to HCAs and Florida Housing.

### 4. Monitoring for possible fraud.

- a. Monitoring for possible fraud requires the identification of processes, controls and other procedures to mitigate risk, including an effective and secure information system and appropriate monitoring and quality assurance activities. Florida Housing will provide an anonymous tip line for homeowners and housing counselors to use if they suspect inappropriate activities are occurring. We also intend to include the following requirements in contractual agreements with HCAs that provide counseling services to homeowners:
  - i. Require adherence to the National Industry Standards for Homeownership Education and Counseling Code of Ethics and Conduct by all counselors;
  - ii. Require HCAs to submit background checks for all employees providing services through the program; and
  - iii. Identify state and federal regulations with which housing counselors must comply and ensure that counselors comply with existing regulations and are made aware of any changes to those requirements.



## 2. Evaluating program success and provide regular progress reports.

- a. In the initial program development phase, Florida Housing will develop program performance measures that address program outcomes, including successful homeowner financial management training. Florida Housing expects to provide the following progress reports to the Governor, Legislature and Attorney General on this program:
  - i. For the first year, monthly reports beginning the month after implementation summarizing critical outputs, including the number of homeowners served, the number of counseling events carried out and other performance metrics; and outcomes, such as the number of successful permanent loan modifications – with information to be augmented as necessary over time;
  - ii. After the first year, quarterly reports with the type of information listed above; and
  - iii. Annually, a report to Governor, President of the Senate, Speaker of the House of Representatives and the Office of the Attorney General, that details the status of all program activities and outcomes.

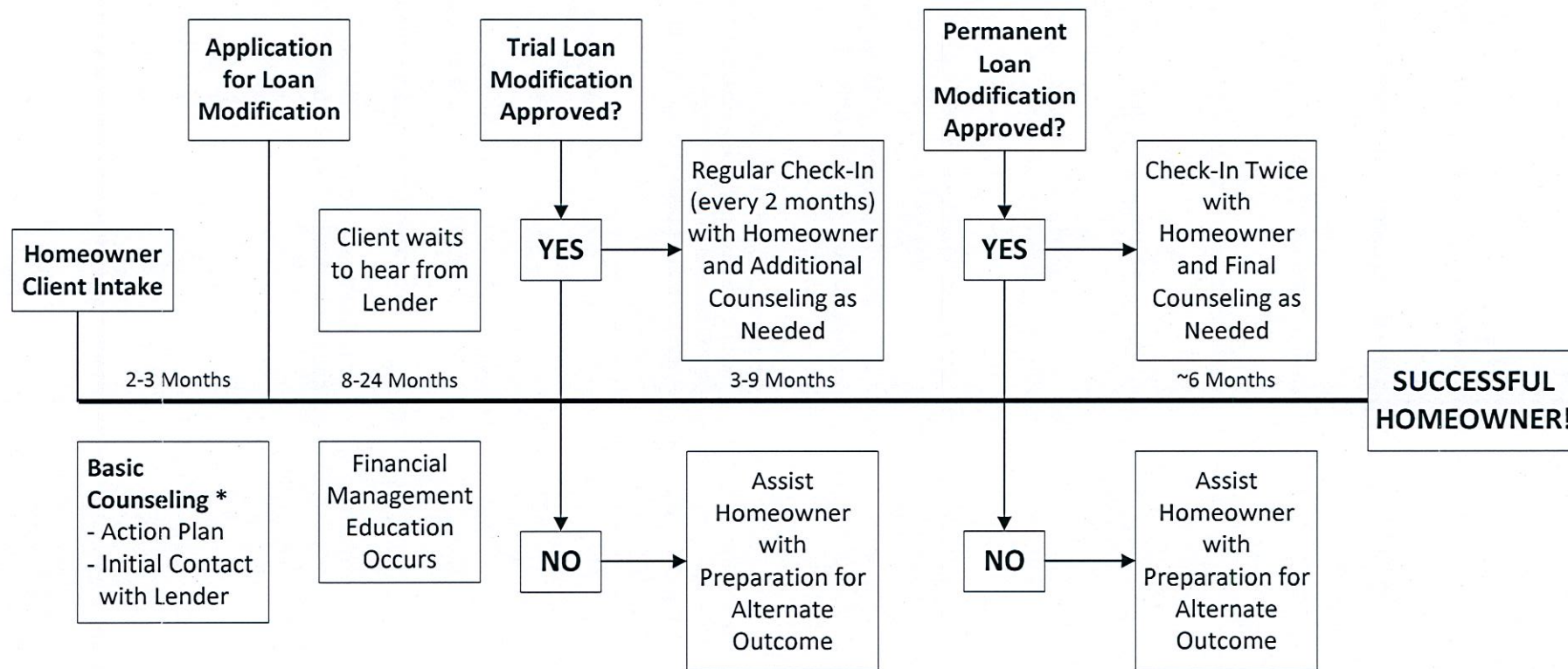
## Exhibit A-Reporting Data Elements

Data Element Number	Time of Collection	Data Element
1	Recurring	HCA ID
2	Intake	Client ID
3	Intake	Counseling Intake Date
4	Intake	FCP Intake Date
5	Intake	Household previously received counseling
6	Recurring	FCP Counseling Mode
7	Recurring	Number of Counseling Hours Received by Household
8	Recurring	Number of Financial Education Hours Received by Household
9	Intake	First Name
10	Intake	Last Name
11	Intake	Gender of Head of Household
12	Intake	Head of Household
13	Intake	Age of Head of Household
14	Intake	Head of Household Veteran?
15	Intake	Household member Veteran?
16	Intake	Head of Household Person w/Disability
17	Intake	Household member Person w/Disability
18	Intake	Head of Household Employment
19	Intake	Head of Household Race
20	Intake	Head of Household Ethnicity
21	Intake	Household Type
22	Intake	Household Size
23	Intake	Number of household members under 18
24	Recurring	Monthly Gross Household Income
25	Recurring	Income Category
26	Intake	House No
27	Intake	Street
28	Intake	City
29	Intake	County
30	Intake	State
31	Intake	Zip
32	Intake	Owner Occupied
33	Intake	Current Assessed Property Value
34	Intake	Purchase Price
35	Intake	Loan Product Type of Original Loan
36	Intake	Loan Type
37	Intake	Origination Date of Current Loan
38	Intake	Interest Rate of Current Loan
39	Intake	Name of Originating Lender
40	Intake	Current Loan Servicer
41	Intake	Current Servicer Loan No
42	Recurring	Loan Balance
43	Recurring	Total Monthly Housing Payment



Data Element Number	Time of Collection	Data Element
44	Recurring	Monthly Principal Payment Amount
45	Recurring	Monthly Interest Payment Amount
46	Recurring	Monthly Property Tax Payment Amount
47	Recurring	Monthly Insurance Payment Amount
48	Recurring	Monthly Homeowners Association Dues Payment Amount
49	Recurring	Monthly Payment Amount for Second Loan or Line of Credit on Property
50	Recurring	Non Mortgage Debt
51	Recurring	Debt to Income Ratio
52	Recurring	Amount of Savings
53	Recurring	Credit Score
54	Recurring	Why No Credit Score
55	Intake	Original Loan Default Reason Code
56	Recurring	Loan Modification Default Reason Code
57	Recurring	Loan Status
58	Recurring	FCP Client Status
59	Recurring	FCP Client Status Date
60	Exit	Counseling Outcome @ Exit
61	Exit	What kind of modification?
62	Exit	Counseling Outcome @ Exit Date
63	Exit	Modification Type

# Anticipated Foreclosure Counseling Timing • June 2013



\* Ideally, the federal National Foreclosure Mitigation Counseling Program will pay for this service.