

**THIRD AMENDMENT  
TO CONTRACT NUMBER 2013-02-01-001**

THIS THIRD AMENDMENT ("Amendment") to CONTRACT NUMBER 2013-02-01-001 is entered into effective as of June 12, 2017, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and HOUSING COUNSELOR NETWORK, INC. ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 2013-02-01-001, dated June 12, 2013, ("Contract") wherein Service Provider agreed to provide or perform foreclosure prevention counseling technical assistance services pursuant to RFP 2013-02. 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 three years, beginning June 12, 2013, and ending June 11, 2016.
- C. Section 3 of the Contract provides that the Contract may be renewed for two, one-year terms.
- 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 June 12, 2017. The above recitals are true and correct and form a part of this Amendment.

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

- 1. Section 6, Item (d) is hereby deleted and replaced with 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 Label in connection with this Contract is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The Servicer Label represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

Pursuant to Section 119.0701(2)(b), Fla. Stat., the Respondent will be required to comply with public records laws, specifically to:

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

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

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

d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Notwithstanding anything contained herein to the contrary, the provisions and requirements of this paragraph shall only apply if and when the Servicer Label is acting on behalf of Florida Housing.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Corporation Clerk at:**

**Corporation Clerk  
227 N. Bronough Street, Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: 850.488.4197  
E-mail: Corporation.Clerk@floridahousing.org**

2. Item (e) under Section 14, Other Provisions is hereby created:

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

3. Exhibit A, Section Four, Item C.3. Website, is hereby deleted in its entirety and replaced with the following:

The Contractor shall establish and maintain a website that provides information related to the FCP that is accessible by HCA staff members for period of time mutually agreeable to both Parties. If the useful life of the website continues past the expiration date of the Contract, the Contractor will be responsible for any fees associated with the maintenance of the site.

4. Exhibit B is hereby deleted in its entirety and replaced with the following:

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**Exhibit B****Costs/Fees**

Services	Cost/Unit	Unit Type	#	Total Contract	Expended through 12/31/2016	Anticipated Costs through 6/12/2018
Workshops	\$13,000	Workshop	1	\$ 13,000	\$ 13,000	\$ -
Financial Management Materials	\$ 250	Package	53	\$ 13,250	\$ 13,250	\$ -
Online modules	\$ 6,500	Module	4	\$ 26,000	\$ 26,000	\$ -
Webinars	\$ 1,600	Webinar	7	\$ 11,200	\$ 8,000	\$ 3,200
Website/Comm. Development	\$ 3,500	Service	1	\$ 3,500	\$ 3,500	\$ -
Website	\$ 750	Month	46	\$ 34,700	\$ 30,600	\$ 4,100
Telephone and Email TA	\$ 1,600	Month	49	\$ 78,400	\$ 59,200	\$ 19,200
Extended off-site Technical Assistance	\$ 120	Hour	732	\$ 87,840	\$ 80,940	\$ 6,900
On-site Technical Assistance or Evaluation	\$ 1,600	1 day visit	35	\$56,000	\$ 50,860	\$ 5,140
On Site Technical Assistance or Evaluation	\$ 1,000	Second Day	5	\$ 5,000	\$ 5,000	\$ -
<b>TOTAL</b>				<b>\$328,890</b>	<b>\$290,350</b>	<b>\$ 38,540</b>

1. The fees described herein must fulfill the requirements of Section Four, Objectives and Scope of Services contained in RFP 2013-02 training, technical assistance and Counseling Evaluation Services for the Foreclosure Counseling Program (RFP) funded through the national mortgage settlement (Exhibit A of this contract).
2. The final fees in this Exhibit are based on negotiations between FHFC and the Contractor.
3. The fees in the contract are subject to annual review and re-allocation of funds from one line item to another based on need and under agreement between Florida Housing and the Contractor. However, the overall contract total amount cannot be increased.
4. Billing will be submitted on a Monthly basis in Electronic format. The invoice submitted by the Contractor will be itemized and include the dates of all events, costs for each event and all necessary backup documentation as requested by Florida Housing.
5. The \$250 fee for Financial Management Materials is a start-up cost. HCAs will need to pay a \$10 fee per client.

**Cost/Fees Acknowledgement**

\_\_\_\_\_  
**On behalf of Florida Housing Counselor Network, Inc.**

**Date**

C. Renewal. The Contract is hereby renewed for the second one-year renewal term, beginning June 12, 2017, and ending June 11, 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.

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.

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IN WITNESS WHEREOF, the Parties have executed this THIRD AMENDMENT to Contract Number 2013-02-01-001, by a duly authorized representative, effective as of June 12, 2017.

FLORIDA HOUSING COUNSELOR NETWORK, INC.

By: Cora R. Fulmer

Name/Title: Director

Date: 2-1-17

FEIN: 461-15-6108

FLORIDA HOUSING FINANCE CORPORATION

By: Hugh R. Brown

Name/Title: [Signature]

Date: 2-8-17

**SECOND AMENDMENT  
TO CONTRACT NUMBER 2013-02-01-001**

THIS SECOND AMENDMENT (“Amendment”) to CONTRACT NUMBER 2013-02-01-001 is entered into effective as of June 12, 2016, (“Effective Date”) by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (“Florida Housing”), and HOUSING COUNSELOR NETWORK, INC. (“Service Provider”).

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 2013-02-01-001, dated June 12, 2013, (“Contract”) wherein Service Provider agreed to provide or perform foreclosure prevention counseling technical assistance services pursuant to RFP 2013-02. 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 three years, beginning June 12, 2013, and ending June 11, 2016.
- C. Section 3 of the Contract provides that the Contract may be renewed for two, one-year terms.
- 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:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of June 12, 2013. 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 second paragraph of Section 6, Costs/Fees, is hereby deleted in its entirety.
- 2. Section 6, Item (d) is hereby amended to include the following language:

**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**

3. Section 12, Items (a) and (d) are hereby deleted in its entirety and 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  
Fax: (850) 414-6548  
E-mail: Contracts.Manager@floridahousing.org

(d) The Contractor's contract administrator for this Contract is:

Cora Fulmore  
Florida Housing Counselor Network, Inc.  
P.O. Box 700  
Ocoee, Florida 34761  
(850) 270-6314  
Cell: (85) 367-0143  
E-mail: mrtgcntr@aol.com  
**or the designated successor.**

4. Exhibit B is hereby deleted in its entirety and replaced with the following:

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**Exhibit B  
Costs/Fees**

Original Fees (years 1-3)											Remaining Funds for 2016/17 Renewal (as of 3/29/2016)
Services	Cost/Unit	Unit Type	#	\$ Total	Units	\$ Total	#	\$ Total	Total Contract	Expended through Year 3	Balance
Workshops 75620	\$13,000	Workshop	1	\$ 13,000	0	\$ -		\$ -	\$ 13,000	\$ 13,000	\$ -
Financial Management Materials 75620	\$ 250	Package	55	\$ 13,750	0	\$ -		\$ -	\$ 13,750	\$ 13,250	\$ 500
Online modules 75550	\$ 6,500	Module	4	\$ 26,000	0	\$ -		\$ -	\$ 26,000	\$ 26,000	\$ -
Webinars 75620	\$ 1,600	Webinar	3	\$ 4,800	3	\$ 4,800	3	\$ 4,800	\$ 14,400	\$ 6,400	\$ 8,000
Website/Comm Development 75550	\$ 3,500	Service	1	\$ 3,500		\$ -		\$ -	\$ 3,500	\$ 3,500	\$ -
Website 75560	\$ 750	Month	12	\$ 9,000	12	\$ 9,000	12	\$ 9,000	\$ 27,000	\$ 21,000	\$ 6,000
Telephone and Email TA 75580	\$ 1,600	Month	12	\$ 19,200	12	\$ 19,200	12	\$ 19,200	\$ 57,600	\$ 44,800	\$ 12,800
Extended off-site Technical Assistance	\$ 120	Hour	240	\$ 28,800	60	\$ 7,200	47	\$ 5,640	\$ 41,640	\$ 60,540	\$ (18,900)
On-site Technical Assistance or Evaluation	\$ 1,600	1 day visit	55	\$ 88,000	25	\$ 40,000	0	\$ -	\$ 128,000	\$ 50,860	\$ 77,140
On Site Technical Assistance or Evaluation	\$ 1,000	Second Day	4	\$ 4,000	0	\$ -	0	\$ -	\$ 4,000	\$ 5,000	\$ (1,000)
<b>TOTAL</b>				<b>\$210,050</b>		<b>\$ 80,200</b>		<b>\$38,640</b>	<b>\$328,890</b>	<b>\$244,350</b>	<b>\$ 84,540</b>

- The fees described herein must fulfill the requirements of Section Four, Objectives and Scope of Services contained in RFP 2013-02 training, technical assistance and Counseling Evaluation Services for the Foreclosure Counseling Program (RFP) funded through the national mortgage settlement (Exhibit A of this contract).
- The final fees in this Exhibit are based on negotiations between FHFC and the Contractor.
- The fees in the contract are subject to annual review and re-allocation of funds from one line item to another based on need and under agreement between Florida Housing and the Contractor. However, the overall contract total amount cannot be increased.
- Billing will be submitted on a Monthly basis in Electronic format. The invoice submitted by the Contractor will be itemized and include the dates of all events, costs for each event and all necessary backup documentation as requested by Florida Housing.
- The \$250 fee for Financial Management Materials is a start-up cost. HCAs will need to pay a \$10 fee per client.

**Cost/Fees Acknowledgement**

\_\_\_\_\_  
On behalf of Florida Housing Counselor Network, Inc.

\_\_\_\_\_  
Date

C. Renewal. The Contract is hereby renewed for the first one-year renewal term, beginning June 12, 2016, and ending June 11, 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.

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IN WITNESS WHEREOF, the Parties have executed this SECOND AMENDMENT to Contract Number 2013-02-01-001, by a duly authorized representative, effective as of the Effective Date.

FLORIDA HOUSING COUNSELOR NETWORK, INC.


By: 

Name/Title: Bill Wilson - B/Maker

Date: 5-19-14

FEIN: 46-1154108

FLORIDA HOUSING FINANCE CORPORATION

By:   
Stephen P. Auger, Executive Director

Date: 5/23/16

**FIRST AMENDMENT  
TO CONTRACT NUMBER 2013-02-01-001**

THIS FIRST AMENDMENT ("Amendment") to CONTRACT NUMBER 2013-02-01-001 is entered into effective as of January 15, 2015 ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and FLORIDA HOUSING COUNSELING NETWORK, INC. ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 2013-02-01-001, dated June 12, 2013 ("Contract") wherein Service Provider agreed to provide or perform Foreclosure Prevention Counseling Technical Assistance services pursuant to RFP 2013-02. 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 January 15, 2015. The above recitals are true and correct and form a part of this Amendment.
- 2. Amendment. The Contract is hereby amended as follows:  
  
Exhibit B, Cost/Fees is hereby deleted and replaced with Exhibit B-1, Cost/Fees.
- 3. Public Records. The Contract is further amended by deleting subsection 7(d), Files Subject to Florida's Public Records Law, 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 have executed this FIRST AMENDMENT to Contract Number 2013-02-01-001 by a duly authorized representative, effective as of January 15, 2015.

FLORIDA HOUSING COUNSELING NETWORK, INC.

By: Cora R. Fulmore

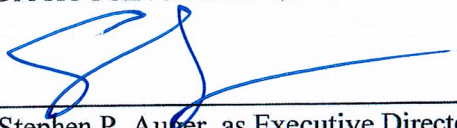
Name: Cora R. Fulmore

Title: Director

Servicer Provider FID#: 46-1156108

Date: 1/20/15

FLORIDA HOUSING FINANCE CORPORATION

By:   
Stephen P. Auger, as Executive Director

Date: 1/21/15



**Exhibit B-1 (Amendment 1/15/2015)**

Costs/Fees																
Services	Cost/Unit	Unit Type	Year One			Year Two			Year Three			Balance and Adjustments (as of 1/15/2015)				
			#	\$ Total	Units	\$ Total	#	\$ Total	Total Contract	Current Expended	Current Calculations					
											Balance	Adjustment	Balance	Adjustment	Remaining Funds	
Workshops 75620	\$ 13,000	Workshop	1	\$ 13,000	0	\$ -		\$ -	\$ 13,000	\$ 13,000	\$ -		\$ -	\$ -	\$ -	
Financial Management Materials 75620	\$ 250	Package	55	\$ 13,750	0	\$ -		\$ -	\$ 13,750	\$ 13,250	\$ 500	\$ 500	\$ -	\$ -	\$ -	
Online modules 75550	\$ 6,500	Module	4	\$ 26,000	0	\$ -		\$ -	\$ 26,000	\$ 26,000	\$ -		\$ -	\$ -	\$ -	
Webinars 75620	\$ 1,600	Webinar	3	\$ 4,800	3	\$ 4,800	3	\$ 4,800	\$ 14,400	\$ 3,200	\$ 11,200		\$ 11,200	\$ (1,600)	\$ 9,600	
Website/Comm Development 75550	\$ 3,500	Service	1	\$ 3,500		\$ -		\$ -	\$ 3,500	\$ 3,500	\$ -		\$ -		\$ -	
Website 75560	\$ 750	Month	12	\$ 9,000	12	\$ 9,000	12	\$ 9,000	\$ 27,000	\$ 11,250	\$ 15,750		\$ 15,750		\$ 15,750	
Telephone and Email TA 75580	\$ 1,600	Month	12	\$ 19,200	12	\$ 19,200	12	\$ 19,200	\$ 57,600	\$ 24,000	\$ 33,600		\$ 33,600	\$ -	\$ 33,600	
Extended off-site Technical Assistance	\$ 120	Hour	240	\$ 28,800	60	\$ 7,200	47	\$ 5,640	\$ 41,640	\$ 49,140	\$ (7,500)	\$ (7,500)	\$ -	\$ 34,700	\$ 34,700	
On-site Technical Assistance or Evaluation	\$ 1,600	1 day visit	55	\$ 88,000	25	\$ 40,000	0	\$ -	\$ 128,000	\$ 47,660	\$ 80,340	\$ 8,000	\$ 72,340	\$ (33,100)	\$ 39,240	
On Site Technical Assistance or Evaluation	\$ 1,000	Second Day	4	\$ 4,000	0	\$ -	0	\$ -	\$ 4,000	\$ 5,000	\$ (1,000)	\$ (1,000)	\$ -	\$ -	\$ -	
<b>TOTAL</b>				\$ 210,050		\$ 80,200		\$ 38,640	\$ 328,890	\$ 196,000	\$ 132,890		\$ 132,890		\$ 132,890	

- The fees described herein must fulfill the requirements of Section Four, Objectives and Scope of Services contained in RFP 2013-02 training, technical assistance and Counseling Evaluation Services for the Foreclosure Counseling Program (RFP) funded through the national mortgage settlement (Exhibit A of this contract).
- The final fees in this Exhibit are based on negotiations between FHFC and the Contractor.
- The fees in the contract are subject to annual review and re-allocation of funds from one line item to another based on need and under agreement between Florida Housing and the Contractor. However, the overall contract total amount cannot be increased.
- Billing will be submitted on a Monthly basis in Electronic format. The invoice submitted by the Contractor will be itemized and include the dates of all events, costs for each event and all necessary backup documentation as requested by Florida Housing.
- The \$250 fee for Financial Management Materials is a start-up cost. HCAs will need to pay a \$10 fee per client.

**Cost/Fees Acknowledgement**

On behalf of Florida Housing Counseling Network, Inc.

15-Jan-15  
Date



**CONTRACT FOR  
TECHNICAL ASSISTANCE, TRAINING AND COUNSELING  
EVALUATION FOR THE NATIONAL MORTGAGE SETTLEMENT  
AGREEMENT  
FLORIDA HOUSING FINANCE CORPORATION  
AND  
FLORIDA HOUSING COUNSELING NETWORK, INC.**

This Contract for Foreclosure Prevention Counseling Technical Assistance Services #2013-02-01-001 (Contract) is entered into by and between the FLORIDA HOUSING FINANCE CORPORATION (Florida Housing), a public corporation and a public body corporate and politic, with headquarters located at 227 North Bronough Street, Suite 5000, Tallahassee, Florida, 32301, and the FLORIDA HOUSING COUNSELING NETWORK, INC. (Contractor) located at 3972 Woodville Highway, Tallahassee, Florida 32305. This Contract shall become effective on the date the last party signs the Contract (Effective Date).

**RECITALS**

- A. The Contractor represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide technical assistance to non-profit and community-based organizations providing foreclosure counseling identified herein and offers to perform those technical assistance, training and counseling evaluation services described in Exhibit A, Request for Proposals (RFP) 2013-02 attached hereto and incorporated herein.
- B. Florida Housing has the authority pursuant to Florida Law to direct disbursement of funds for compensation to the Contractor under the terms and provisions of this Contract.

**AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

1. **ATTACHMENTS**

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

Exhibit A, RFP 2013-02  
Exhibit B, Costs/Fees

2. **ENGAGEMENT OF THE CONTRACTOR**

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



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

3. INCORPORATION OF LAWS, RULES AND REGULATIONS

Applicable Federal and state laws, rules, and regulations shall govern both the Contractor and Florida Housing.

4. TERM OF AGREEMENT

The initial term of this Contract shall be for three (3) years. If the parties mutually agree in writing, the Contract may be renewed twice. Each renewal shall be for an additional one-year period. Renewals shall be contingent upon satisfactory performance evaluations by Florida Housing.

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.

6. COSTS/FEES

The Contractor shall be compensated as described in Exhibit B attached hereto. The Contractor shall submit invoices payable by Florida Housing to the program contact person in Section 12 of this Contract. Each invoice for fees shall be in a format that is clearly itemized so that the invoice states the specific services performed and when and where the services were performed. Payment of an undisputed invoice shall be made within a reasonable period of time not to exceed 30 days after receipt of the invoice. If the Contractor is found to be in non-compliance with Florida laws, Federal laws, Florida Housing rules or Florida Housing policies governing its duties hereunder, or fails to perform its duties hereunder, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing.

The Contractor shall be compensated in the amount of **\$23,000** upon execution of the contract from the Costs/Fees in Exhibit B. This payment represents start-up costs related to: 1 Workshop, Development of Online Training Modules, and Website Development.

7. FILES

(a) Contents of the Files: The Contractor shall maintain files containing documentation to verify all compensation to the Contractor in connection with this Contract, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by the Contractor in connection with



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

(b) Retaining the Files: The Contractor shall maintain these files for three (3) years after the fiscal year in which the files become inactive, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the aforementioned three (3) year period and extends beyond the expiration of the three (3) year period, these files will be retained until all litigation, claims, or audit findings involving the files have been resolved.

(c) Access to the Files: Upon reasonable notice, the Contractor and its employees shall allow Florida Housing or its agent(s) access to its files during normal business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, provided such day is not a holiday.

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

(e) Return of the Files: In the event this Contract is terminated, all finished or unfinished documents, data, studies, computer files, correspondence, and other products prepared by or for the Contractor under this Contract shall be submitted to Florida Housing within 15 days of such termination date.

## 8. LIABILITY

(a) Florida Housing shall not be deemed to have assumed any liability for the acts, omissions, or negligence of the Contractor, its agents, its servants, or employees and the Contractor specifically accepts responsibility for its acts, omissions or negligence and for the acts, omissions or negligence of its agents, servants or employees and holds Florida Housing harmless from the claims of any third party. The Contractor further acknowledges that it is not an employee or agent of Florida Housing while performing the services contemplated by this Contract. The Contractor is an independent contractor authorized to do business in the State of Florida.

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

(c) The Contractor specifically accepts responsibility for the payment of all taxes, assessments, or contributions that may be required to be paid to any unit of government as a result of the payments being paid to or by the Contractor, if any, in conjunction with the services rendered pursuant to this Contract. At no time shall the

Contractor make any commitments for or incur any charges or expenses for, or in the name of, Florida Housing.

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

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

## 9. DEFAULT AND REMEDIES

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

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

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

2. If any warranty or representation made by the Contractor in this Contract, or any other outstanding agreement with Florida Housing is deemed by Florida Housing to be inaccurate, false or misleading in any respect;

3. If the Contractor fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;

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

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

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



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

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

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

(c) Upon the happening of any Event of Default listed in subparagraph (b) above, Florida Housing will provide written notice of the Default detailing the grounds that constitute the Event of Default through first class certified mail, return receipt requested (Notice of Default), to the address set forth in Section 12 herein.

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

(e) If Florida Housing provides a Cure Period and if the Contractor is unable or unwilling to cure the Event of Default within the Cure Period, Florida Housing may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude Florida Housing from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following:

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

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

3. Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Contractor to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Contractor to reimburse Florida Housing for the amount of costs incurred; or

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

10. 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 Contractor as identified in Section 12 receives written notice through first class certified mail, return receipt requested (Termination Notice).

(b) Florida Housing shall unilaterally terminate this Contract on the tenth (10<sup>th</sup>) day after the representative of the Contractor as identified in Section 12 receives the Termination Notice, if the Contractor 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 Contractor as identified in Section 12 receives the Termination Notice, if the Contractor 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 Contractor as identified in Section 12 receives the Termination Notice or upon the conclusion of any applicable cure period, whichever is later.

(e) This Contract may be terminated by either of the parties upon ten (10) days written notice in accordance with the provisions of Section 11 of this Contract.

11. REMOVAL OR RESIGNATION BY THE CONTRACTOR

The Contractor may at any time resign and be discharged of the duties and obligations hereby created by giving ten (10) days written notice to Florida Housing by first class mail and such resignation shall take effect upon the appointment of a successor Contractor. Notwithstanding any other provision of this Contract, no removal, resignation, or termination of the Contractor shall take effect until a successor shall be appointed. The Contractor shall be responsible for all costs arising from the removal for cause or resignation of the Contractor and the costs associated with the appointment of and transition to a successor Contractor.



12. 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  
Fax: (850) 414-6548  
E-mail: [della.harrell@floridahousing.org](mailto:della.harrell@floridahousing.org)  
**or the designated successor.**

(b) 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  
E-mail: [robert.dearduff@floridahousing.org](mailto:robert.dearduff@floridahousing.org)  
**or the designated successor.**

(d) The Contractor contract administrator for this Contract is:

Bill Wilson, Director  
Florida Housing Counseling Network, Inc.  
3972 Woodville Highway  
Tallahassee, Florida 32305  
(850) 270-6314  
Cell: (85) 367-0143  
E-mail: [bwilson@ihpip.com](mailto:bwilson@ihpip.com)  
**or the designated successor.**

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

(f) All notices shall be given to the parties' contract administrator.

### 13. 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 Contractor will treat such materials as confidential and will not reveal or discuss such materials or any other information learned as a result of this Contract with any other person or entity, except as authorized or directed by Florida Housing.
- (b) In addition, working papers, copies, internal documents, procedures, methods and related materials are considered confidential and/or proprietary and the Contractor 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 Contractor is required to disclose or publish the existence or terms of this Contract pursuant to Florida's Public Records Law, then the Contractor shall notify Florida Housing in writing of such disclosure within two (2) days after receipt of the Public Records request.

### 14. 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) No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by the Contractor shall affect or extend or act as a waiver of any other right or remedy of Florida Housing hereunder, or affect the subsequent exercise of the same right or remedy by Florida Housing for any further or subsequent default by the Contractor. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.
- (c) 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.
- (d) The Contract may be executed in any number of counterparts, any one of which may be taken as an original.



15. LOBBYING PROHIBITION

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

16. COPYRIGHT, PATENT AND TRADEMARK

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

(b) If any discovery or invention arises or is developed in the course of or as a direct result of work or services performed under this Contract, the Contractor shall refer the discovery or invention to Florida Housing for a determination whether patent protection will be sought in the name of the Florida Housing. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to Florida Housing. In the event that any books, manuals, films, or other copyrightable material are produced, the Contractor shall notify Florida Housing in writing. Any and all copyrights or trademarks created by or in direct connection with the performance under this Contract are hereby reserved to Florida Housing.

(c) All subcontracts or other arrangements entered into, by the Contractor, with prior written approval and consent of Florida Housing, for the purpose of developing or procuring copyrightable materials (e.g. audiovisuals, computer programs, software, publications, curricula, research materials or training materials, etc.) shall specifically reference and reserve Florida Housing's exclusive rights to use and exploit copyrights and licenses to the extent permitted by copyright law and Florida Statutes.

17. LEGAL AUTHORIZATION

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

18. 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 contractor, 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.

19. CONFLICTS OF INTEREST

- (a) 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.”

(b) 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.”

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

(d) In addition to the conflict of interest rules imposed by the Florida Statutes, should the Contractor become aware of any actual, apparent, or potential conflict of interest or should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of this Contract and prior to the conclusion of the Contract, the Contractor will provide notification to Florida Housing, through first class certified mail, return receipt requested (Notice of Conflict of Interest), to the address and individual set forth in Section 12 herein, within 10 working days. If Florida Housing, in its sole discretion, finds the Contractor to be in non-compliance with

this provision, without prior written consent from Florida Housing's Executive Director, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing and all obligations on the part of Florida Housing to continue doing business with the Contractor or assign any future transaction to the Contractor shall, if Florida Housing so elects, terminate.

20. ENTIRE AGREEMENT

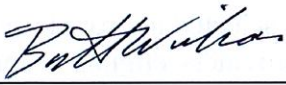
This Contract, including any and all attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions or obligations between the parties. The Contract supersedes all previous oral or written communications, representations or agreements on this subject.

21. SEVERABILITY

If any provision of this Contract is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict or unenforceability, and shall be deemed severable, but shall not invalidate any other provision of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract Number 2013-02-01-001, each through a duly authorized representative, effective on the Effective Date.

FLORIDA HOUSING COUNSELING NETWORK, INC.

By: 

Witness: 

Name/Title: Bill Wilson, Director

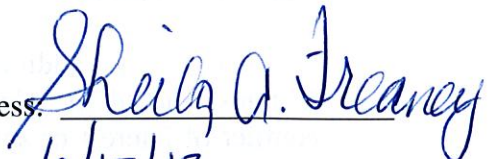
Date: June 10, 2013

Date: June 10, 2013

FEIN: 46-1156108

FLORIDA HOUSING FINANCE CORPORATION

By: 

Witness: 

Name/Title: Stephen P. Auger, Executive Director

Date: 6/12/13

Date: 6/12/13

**Request for Proposals 2013-02**

**TRAINING, TECHNICAL ASSISTANCE AND COUNSELING EVALUATION  
SERVICES FOR THE FORECLOSURE COUNSELING PROGRAM FUNDED  
THROUGH THE NATIONAL MORTGAGE SETTLEMENT**

**for**

**FLORIDA HOUSING FINANCE CORPORATION**

**Issued: February 12, 2013**

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

## **SECTION ONE INRODUCTION**

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.

Florida Housing proposes to meet these objectives by providing funding on a fee-for-service basis to United States Department of Housing and Urban Development (HUD) approved Housing Counseling Agencies (HCAs) to carry out foreclosure counseling services and 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.

As part of the Foreclosure Counseling Program (FCP), Florida Housing is responsible for providing the following administrative services:

- Training on FCP program parameters provided in a classroom or virtual setting for HUD approved HCAs participating in the FCP, including financial management education to be provided to homeowners;
- Technical Assistance for HCAs participating in the FCP; and
- Counseling Evaluation of HCAs participating in the FCP.

If no adequate response is received from an entity qualified to perform all three elements, Florida Housing may elect to award the administration of the elements separately in order to maximize the quality of services being provided.

The services sought shall be performed in accordance with the terms and conditions set forth in this RFP, and/or any other terms and conditions negotiated and in any Contract subsequently awarded. Offerors shall be selected through Florida Housing's review of each response, considering the factors identified in this RFP, 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 RFP 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 RFP.
“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 RFP or as otherwise designated within the contract.
“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”	A non-profit agency approved 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 RFP from Florida Housing.
“RFP”	This Request for proposals, including all exhibits referenced in this document and all other documents incorporated by reference.
“Offeror”	Any person or entity who has the capability in all respects to perform fully the requirements contained in this RFP and



	submits a response to this RFP.
“Response”	The written submission by an Offeror to this RFP.
“Staff”	Any employee of Florida Housing, including the Executive Director.
“Threshold Item”	A mandatory requirement of the RFP. Failure to meet any requirement in the RFP 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 <a href="http://www.floridahousing.org">www.floridahousing.org</a>

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

A. An Offeror must submit an original and five (5) copies of the Response in a sealed envelope marked “RFP 2013-02.” An electronic copy on a CD must be submitted at the same time as the hard copies. Each envelope or package containing Responses must clearly state the name of the Offeror. The Response that is the original must clearly indicate “Original” on that Response. Florida Housing will not accept a faxed or e-mailed Response.

Florida Housing must receive Responses on or before **2:00 p.m., Eastern Time, on Tuesday, March 12, 2013.**

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 RFP 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 provided 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 RFP;
  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 the 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 RFP 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 RFP. 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 RFP 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 will not be accepted. Florida Housing expects to respond to 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\\_LegalRFPs.aspx](http://apps.floridahousing.org/StandAlone/FHFC_ECM/AppPage_LegalRFPs.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 RFP 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 initial term of the Contract shall be for two (2) years renewable on an annual



basis for as long as there are funds available in the program, contingent upon satisfactory performance evaluations by Florida Housing.

## **SECTION FOUR OBJECTIVES AND SCOPE OF SERVICES**

The Contractor shall perform and render the services identified below as an independent contractor and not as an agent, representative, or employee of Florida Housing. The Contractor shall demonstrate in the Response that the organization is capable of developing and implementing training statewide on: program parameters and implementation and provision of a financial management education program; technical assistance; and HCA evaluation in a timeframe prior to the start up of the actual counseling and education activities which is anticipated to occur as early as May 2013 and not later than June 2013.

These services shall be known as “Contractor and professional services” and shall include, but are not limited to, the provision of advice and assistance to Florida Housing and HCAs participating in the Foreclosure Counseling Program in the following areas:

### **A. Training**

The Contractor shall develop and deliver training services to counseling staff of HCAs that are approved by Florida Housing to participate in the FCP. Training will focus on:

1. Program parameters and processes-The Contractor shall provide a comprehensive overview of the requirements of the FCP program to include policies, procedures and any subsequent guidelines that govern the implementation and management of the FCP.
2. Financial management education -For HCA’s participating in the FCP that do not have a current financial management education program that is acceptable to Florida Housing, the contractor shall recommend or provide a program, including materials. The ideal program, or programs, shall be designed for and available for both in-person and web based training sessions.

The format, content and products employed in training shall be approved by Florida Housing prior to implementation.

### **B. Delivery of Training**

Delivery of training shall be in the form of in-person workshops and webinars with the following requirements:

1. Classroom Workshops

- (a) The Contractor shall conduct in person workshops, in consultation with Florida Housing, as contracted, specifically designed for staff of HCAs that are approved to participate in the FCP administered by Florida Housing. Instructors for training workshops must be knowledgeable in the subject matter and have experience providing similar types of training.
- (b) Training locations shall be selected to assure geographic distribution and access to interested parties.
- (c) The Contractor shall be responsible for scheduling all meeting rooms, speakers, and any associated payment.
- (d) The Contractor shall be responsible for the registration of all participants.

## 2. Webinars

- (a) The Contractor shall conduct webinars, as contracted and directed by Florida Housing, specifically designed for staff of HCAs that are approved to participate in the FCP. Instructors for webinars must be knowledgeable in the subject matter and have experience providing similar types of training.
- (b) The Contractor shall be responsible for the registration of all webinar participants.

## **C. Technical Assistance**

Working in consultation with Florida Housing, the Contractor shall deliver technical assistance to staff of HCAs that are approved to participate in the FCP administered by Florida Housing. Delivery of technical assistance will primarily be in the form of off-site technical assistance (telephone, website and e-mail) and on-site technical assistance meeting the following criteria:

### 1. Telephone and E-mail Technical Assistance

- (a) The Contractor shall provide telephone technical assistance through the installation and operation of a Florida toll-free telephone line to be used for the purpose of providing technical assistance to HCAs participating in the Foreclosure Counseling Program.
- (b) All costs associated with the installation, staffing and maintenance of the toll-free line shall be paid for by the Contractor.
- (c) The Contractor shall establish an e-mail address(es) to receive messages from participating HCAs.

## 2. On-site Technical Assistance

- (a) The Contractor shall be responsible for providing on-site technical assistance to HCAs participating in the FCP.
- (b) With prior approval from Florida Housing, a Contractor shall carry out on-site technical assistance as a result of a request from an HCA; a recommendation for an HCA based on the results of a counseling evaluation review; or direction from Florida Housing about the need for a particular HCA.
- (c) All costs associated with the on-site visit must be paid for by the Contractor including: salaries, materials, preparation and research time to deliver the technical assistance to the customer and all travel related expenditures.

## 3. Website

The Contractor shall establish and maintain a website that provides information related to the FCP that is accessible by HCA staff members.

### **D. Counseling Evaluation**

The Contractor shall perform counseling evaluation reviews on a schedule as directed by Florida Housing to evaluate HCAs that are participating in the FCP. Florida Housing will provide a list of HCAs for counseling evaluation review to the Contractor on a quarterly basis. The Contractor will schedule the actual time and day for the review with the HCA. The counseling evaluation will assess the quality of foreclosure counseling being provided by the HCA to its clients.

- 1. At a minimum, the following review areas will be part of counseling evaluation:
  - (a) Staff knowledge of program and procedures - The Contractor shall review the written procedures regarding all program processes, including intake, and screening.
  - (b) Staff delivery of actual counseling services and financial management education training to homeowners.
  - (c) HCA procedures for communicating with clients through telephone, e-mail and written correspondence to insure that the HCA is providing the client with necessary information related to their case in a timely and professional manner.

- (d) HCA system of tracking of clients through the process and the ability to provide required information on clients to Florida Housing.
- (e) All facilities used by the HCA for in-person counseling of clients are safe, clean and accessible to all clients.

## 2. Reporting

- (a) Following a counseling evaluation review, the Contractor shall submit a written report to Florida Housing detailing the results of the review. The results will include a report on outstanding issues and problems that require additional assistance. The report will be used by Florida Housing and the Contractor to determine:
  - 1. Whether the HCA was provided technical assistance on-site at the time of the Counseling Evaluation.
  - 2. Whether the HCA is in need of a follow up on-site technical assistance visit.
  - 3. Whether the HCA is in need of off-site technical assistance.
  - 4. Whether the HCA is in need of a follow up Counseling Evaluation review due to issues encountered during the review visit.

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

In providing the following information, please restate each item and sub-item (with its letter and number). Responses to the items must be included immediately after the restated items.

### **A. COVER LETTER**

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

- 1. The name, job title, address, office and cellular telephone numbers, and e-mail address of a primary contact person and any backup contacts that will be accessible if the primary contact cannot be reached.
- 2. Legal business status, address and telephone number of the Offeror.

### **B. GENERAL INFORMATION**

- 1. Provide evidence of certification from the Department of State that the

Offeror is qualified to do business in the State of Florida.

**C. EXPERIENCE, RESOURCES AND QUALIFICATIONS**

1. History (5 points)

Provide evidence that the Offeror has the ability to provide training, technical assistance and counseling evaluation statewide, and a proven track record of successfully providing these services.

Provide a brief history of the Offeror, including the year organized and the total number of staff that will be assigned to this program.

2. Experience (15 points)

Identify all staff who will provide training, technical assistance and/or counseling evaluation under FCP, including for each person: position, length of time as a staff member, particular areas of expertise and length of time working in each area of expertise; specific experience and any housing counseling or other certifications that are considered germane when considering training, technical assistance, and counseling evaluation; and percentage of time that will be dedicated to FCP by each staff member .

(a) For any staff with certifications, provide applicable proof of certification.

3. Training (25 points)

(a) Describe the Offeror's plan for providing training as described in Section Four (A) of this RFP. In the plan, discuss in-person workshops and webinars.

(b) Describe any additional training activities the Offeror is capable of providing.

(c) Describe items from Section Four (A) of this RFP that the Offeror does not propose to provide, if any.

4. Technical Assistance (25 points)

(a) Pursuant to Section Four (B), describe the Offeror's plan to provide technical assistance to HCAs. Describe the delivery of technical assistance provided through on-site technical assistance, establishment of statewide technical assistance delivery capacity, maintenance of technical assistance through a web-based presence and statewide communications assistance. Such technical assistance shall include, but not be limited to, all items in Section Four (B) of this RFP.

(b) Describe any additional technical assistance activities the Offeror is capable of providing.

(c) Describe items from Section Four (B) that the Offeror does not propose to provide, if any.

5. Counseling Evaluation (25 Points)

(a) Pursuant to Section Four (B), describe the Offeror's plan to provide counseling evaluation to HCAs.

(b) Describe any additional counseling evaluation activities the Offeror is capable of providing, why they should be considered for this program, and what benefits they provide.

(c) Describe items from Section Four (C) that the Offeror does not propose to provide, if any.

6. Marketing (5 points)

Provide a description of plans for marketing the training and technical assistance proposed under this RFP, using such formats as newsletters, e-mail news distributions, web-site(s), printed materials, professional association organizations, or other avenues for marketing the proposed training and technical assistance.

7. Additional Services

The Offeror may propose alternative or additional services to those described in this RFP that the Offeror believes are warranted to support Florida Housing's implementation of the FCP. Include detailed descriptions of these services and the reasoning and benefit for inclusion in the program.

**D. COSTS/FEES (10 points)**

Florida Housing may use up to 7.5% of the \$10 million provided for this program for administrative costs. Administrative costs include compliance monitoring and data management over the program period in addition to the services contemplated in this RFP.

The scope of administrative services for the FCP is likely to cover 4-5 years.

The Offeror should propose a plan and associated fees that respond to cost limitations, yet provides the best coverage to meet the services described in this RFP.

Costs and Fees will be negotiated by Florida Housing with the Contractor(s) selected to provide the services contemplated in this RFP.

Please provide proposed costs for the specific services detailed in Section 4.

<b>Service</b>	<b>Proposed Cost per Unit</b>	<b>Unit</b>
4.A.1. Workshops		Per workshop
4.A.2. Webinars		Per webinar
4.B.1. Telephone and Email TA		Per month
4.B.2. On-site TA		Per 1 day visit
4.B.3. Website		Per month
4.C.1 Counseling Evaluation		Per 1 day visit and per 2 day visit

**E. 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.

**F. 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.

**G. 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 Five 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 RFP 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.

F. 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 RFP, unless that Offeror has written consent from Florida Housing’s Executive Director after Florida Housing has been fully

informed of such activities in writing.

G. 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.

H. Certification Statement (Threshold)

**THE FOLLOWING SHALL BE REPEATED IN THE APPLICANT'S RESPONSE AND SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND THE APPLICANT 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 RFP 2013-02 and certify that all information provided in this Response is true and correct, that I am authorized to sign this Response as the Applicant and that I am in compliance with all requirements of the RFP, including but not limited to, the certification requirements stated in Section Five of this RFP."**

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Authorized Signature (Original)

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Print Name and Title

**SECTION SEVEN  
EVALUATION PROCESS**

Individual Committee members shall independently evaluate and rank the Responses. As indicated in this section, points shall be assigned to certain items presented in Section Six of this RFP. The individual Committee members shall evaluate the Responses by reviewing the answers to each of the items and assigning points up to the maximum points allowed for each item. The Committee shall not use those items without points assigned in computing the numerical score, but shall use them as part of their evaluation and recommendation process, for informational purposes, or as a basis for possible disqualification. The Committee shall also use the various scored items as a part of its evaluation and recommendation process. Based on the criteria for selection, committee members shall rank each Response with the highest rank being

“1”. The Committee may conduct one or more public meetings during which members may discuss their evaluations, make any adjustments deemed necessary to their evaluations to best serve the interests of Florida Housing’s mission, interview Offerors, observe presentations by Offerors, and develop a recommendation or series of recommendations to the Board. The Committee and/or Staff may make a recommendation, in addition to providing the ranking information and the information from the non-scored items to the Board for the Board to use in making the final selection. The Committee and/or Staff may also give the Board a written and/or verbal narrative describing the reasons for any recommendation. In the event of a tie, Florida Housing shall give preference to the Response certifying a drug-free workplace has been implemented in accordance with Section 287.087, Fla. Stat. If a tie continues to exist, Florida Housing shall give preference to minority business enterprises as defined in Section 288.703, Fla. Stat. Staff may recommend that the Board conduct oral interviews as part of the evaluation process to select the Offeror. The Board may use the Responses, the Committee’s ranking, the non-scored items in the Responses, any other applicable or relevant information or recommendation provided by the Committee or Staff, any oral presentations of Offerors and any other information the Board deems relevant in its selection of Offerors to whom to award a Contract.

The points available for each of the items to be evaluated are as follows:

<u>Item Reference</u>	<u>Maximum Points</u>
History.....	5
Experience.....	15
Training.....	25
Technical Assistance.....	.25
Counseling Evaluation.....	.25
Marketing.....	5
Fees.....	10
Certification Statement.....	...Threshold Item
Total Points Available.....	110

**SECTION EIGHT  
AWARD PROCESS**

Florida Housing shall provide notice of its decision, or intended decision, for this RFP on Florida Housing’s Website the next business day after the applicable Board vote. After posting, an unsuccessful applicant 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.

**Exhibit B****Costs/Fees**

Services	Cost/Unit	Unit Type	Year One		Year Two		Year Three		TOTAL
			units	\$ Total	Units	\$ Total	Units	\$ Total	
Workshops	\$ 13,000	Workshop	1	\$ 13,000	0	\$ -		\$ -	\$ 13,000
Financial Management Materials	\$ 250	Package	55	\$ 13,750	0	\$ -		\$ -	\$ 13,750
Online modules	\$ 6,500	Module	4	\$ 26,000	0	\$ -		\$ -	\$ 26,000
Webinars	\$ 1,600	Webinar	3	\$ 4,800	3	\$ 4,800	3	\$ 4,800	\$ 14,400
Website/Comm Development	\$ 3,500	Service	1	\$ 3,500		\$ -		\$ -	\$ 3,500
Website	\$ 750	Month	12	\$ 9,000	12	\$ 9,000	12	\$ 9,000	\$ 27,000
Telephone and Email Technical Assistance	\$ 1,600	Month	12	\$ 19,200	12	\$ 19,200	12	\$ 19,200	\$ 57,600
Extended off-site Technical Assistance	\$ 120	Hour	240	\$ 28,800	60	\$ 7,200	47	\$ 5,640	\$ 41,640
On-site Technical Assistance or Evaluation	\$ 1,600	1 day visit	55	\$ 88,000	25	\$ 40,000	0	\$ -	\$ 128,000
On Site Technical Assistance or Evaluation	\$ 1,000	Second Day	4	\$ 4,000	0	\$ -	0	\$ -	\$ 4,000
<b>TOTAL</b>				\$ 210,050		\$ 80,200		\$ 38,640	\$ 328,890

1. The fees described herein must fulfill the requirements of Section Four, Objectives and Scope of Services contained in RFP 2013-02 training, technical assistance and Counseling Evaluation Services for the Foreclosure Counseling Program (RFP) funded through the national mortgage settlement (Exhibit A of this contract).
2. The final fees in this Exhibit are based on negotiations between FHFC and the Contractor.
3. The fees in the contract are subject to annual review and re-allocation of funds from one line item to another based on need and under agreement between Florida Housing and the Contractor. However, the overall contract total amount cannot be increased.
4. Billing will be submitted on a Monthly basis in Electronic format. The invoice submitted by the Contractor will be itemized and include the dates of all events, costs for each event and all necessary backup documentation as requested by Florida Housing.
5. The \$250 fee for Financial Management Materials is a start-up cost. HCAs will need to pay a \$10 fee per client.

**Cost/Fees Acknowledgement**


\_\_\_\_\_ Bill Wilson, Director

10-Jun-13

**On behalf of Florida Housing Counseling Network, Inc.**
**Date**