



**CounselorDirect Statement of Work (SOW)**

<b>Title</b>	<b>SOW Number</b>
Florida FCP Portal Enhancements (AG)	003

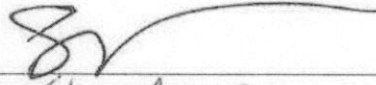
<b>Date Created:</b>	Revised: November 4, 2016
<b>Client:</b>	Florida Housing Finance Corporation

<b>Purpose</b>
This SOW provides the initial estimate for creating the Florida FCP Portal
<b>Description of Enhancements</b>
CounselorDirect shall implement the following features: <ol style="list-style-type: none"> <li>1. Add dollar values to new billing milestones.</li> <li>2. Add the new billing milestones to the invoice process.</li> <li>3. New billing milestones will accessible to users from the edit function.</li> <li>4. New billing milestones will be present on the Master Customer Export.</li> </ol>

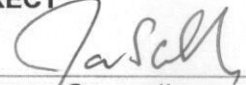
Cost	Start	End
\$2,850.00	Upon payment receipt	Approximately 3 to 4 weeks from date payment received.

WHEREFORE, COUNSELORDIRECT AND FLORIDA HOUSING FINANCE CORPORATION HAVE EXECUTED THIS SOW.

**CLIENT**

By:   
 Print Name: Steve Ayer  
 Title: Executive Director  
 Date: 11/14/16

**COUNSELORDIRECT**

By:   
 Print Name: Jason Connolly  
 Title: President  
 Date: 11/15/2016



**Florida FCP Billing Milestone Enhancements**

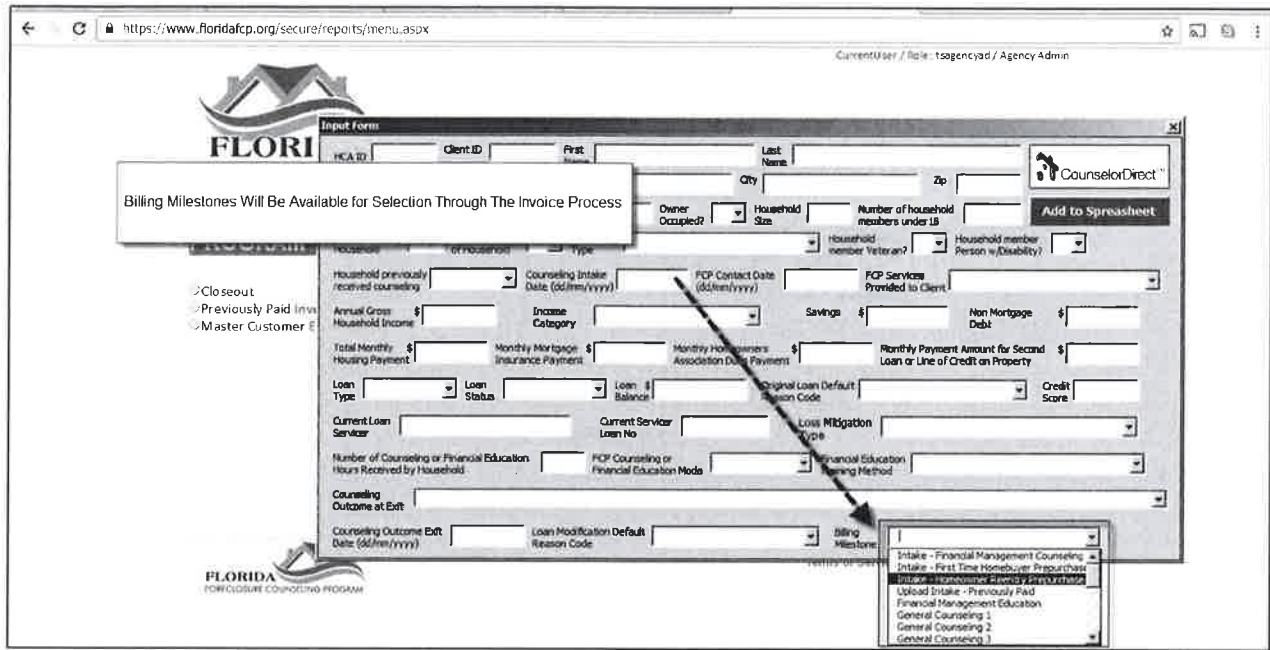
Add additional billing milestones and their dollar values to the invoice process so that counseling agencies can bill for and be reimbursed for services provided.

**1. The following billing milestones and their associated dollar values will be added:**

- Intake – Foreclosure Counseling \$150.00
- Intake – Financial Management Counseling \$150.00
- Intake – First Time Homebuyer Pre-purchase Counseling \$150.00
- Intake – First Time Homeowner Re-entry Counseling \$150.00
- General Counseling 1 - \$75.00
- General Counseling 2 - \$75.00
- General Counseling 3 - \$75.00
- General Counseling 4 - \$75.00
- General Counseling 5 - \$75.00
- General Counseling 6 - \$75.00
- General Counseling 7 - \$75.00
- General Counseling 8 - \$75.00
- Online Financial Management Education - \$75.00
- In Person Group Financial Management Education - \$150.00
- Positive Outcome - \$500.00

K	L	M	N	O	P	Q	R
Loan Modification Default Reason	Loan Status	FCP Services Provided to Client	Counselor Outcome at Exit	Modification Type	Billing Milestone	County	Financial Education Training Method
1 Code	Add New Billing Milestones and Their Associated Dollar Values to the Invoice Billing Process			HAMP Tier 1	Intake - Foreclosure Counseling	Alachua	Home Ownership Reality Game
2 Reduction in income				HAMP Tier 2	Intake - Financial Management Counseling	Baker	Money Smart - FDIC
3 Poor budget management skills	30-60 Days Late	Budget	Executed a Deed-in-Lieu (Exit Strategy)	HAFI	Intake - First Time Homebuyer Prepurchase Counseling	Bay	Money Wise - Consumer Action & Capital One
4 Loss of income	61-90 Days	New Billing Milestones To Be Added		HARP	Intake - Homeowner Reentry Prepurchase Counseling	Bradford	Credit Smart - Freddie Mac
5 Medical issues	91-120 Days	Intake - Foreclosure Counseling \$150.00 Intake - Financial Management Counseling \$150.00 Intake - First Time Homebuyer Pre purchase Counseling \$150.00 Intake - Homeowner Re-entry Counseling \$150.00 General Counseling 1 \$75.00 General Counseling 2 \$75.00 General Counseling 3 \$75.00 General Counseling 4 \$75.00 General Counseling 5 \$75.00 General Counseling 6 \$75.00 General Counseling 7 \$75.00 General Counseling 8 \$75.00		HAFI	Upload Intake - Previously Paid Financial Management Education	Brevard	Other
6 Increase in Expense	121+ Days	Online Financial Management Education \$75.00 In Person Group Financial Management Education \$150.00 Positive Outcome \$500.00		HAFI	General Counseling 1	Calhoun	eHomeAmerica
7 Divorce/separatio n	N/A			HAFI	General Counseling 2	Charlotte	Wallet Wise - ALLY
8 Death of Family member				HAFI	General Counseling 3	Citrus	Taking Control of your Money and Understanding your Credit - UF/IFAS
9 Business Venture Failed				HAFI	General Counseling 4	Clay	Home Sweet Home - DMCC
10 Increase in loan payment	Implementation of Exit Strategy		Withdrew from counseling (Did Not complete Program)	HAFI	General Counseling 5	Collier	Meeting the Challenge: Budget and Credit - HDBF
11 Other	Trial Loan Modification		Currently in negotiation with servicer; outcome unknown (Unknown)	HAFI			
12 N/A	Crisis and/or Long Term Budget		referred homeowner to servicer with action plan and no further counseling activity; outcome unknown (Unknown)	HAFI			

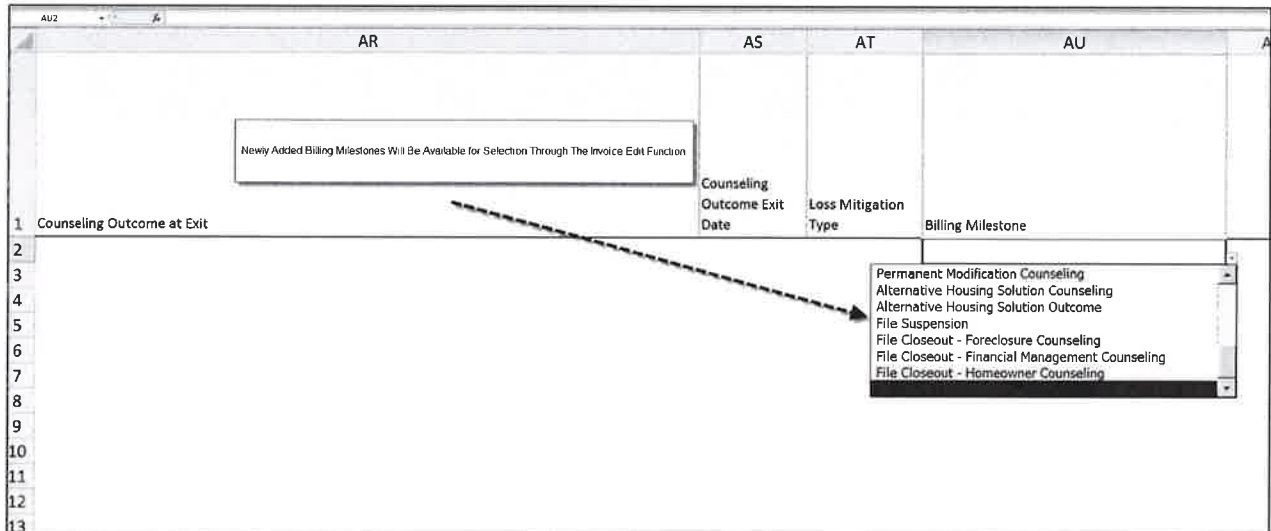
**2. Billing Milestones will be available for selection through the Invoice Process.**



The screenshot shows the 'Input Form' interface for the Florida FCP Portal. A callout box at the top left states: "Billing Milestones Will Be Available for Selection Through The Invoice Process". A dashed arrow points from this callout to a dropdown menu for 'Billing Milestones' located in the bottom right section of the form. The dropdown menu lists the following options:

- Intake - Financial Management Counseling
- Intake - First Time Homebuyer Preparation
- Upload Intake - Previously Paid Financial Management Education
- General Counseling 1
- General Counseling 2
- General Counseling 3

**3. Newly added billing milestones will be available for selection through the invoice edit function.**

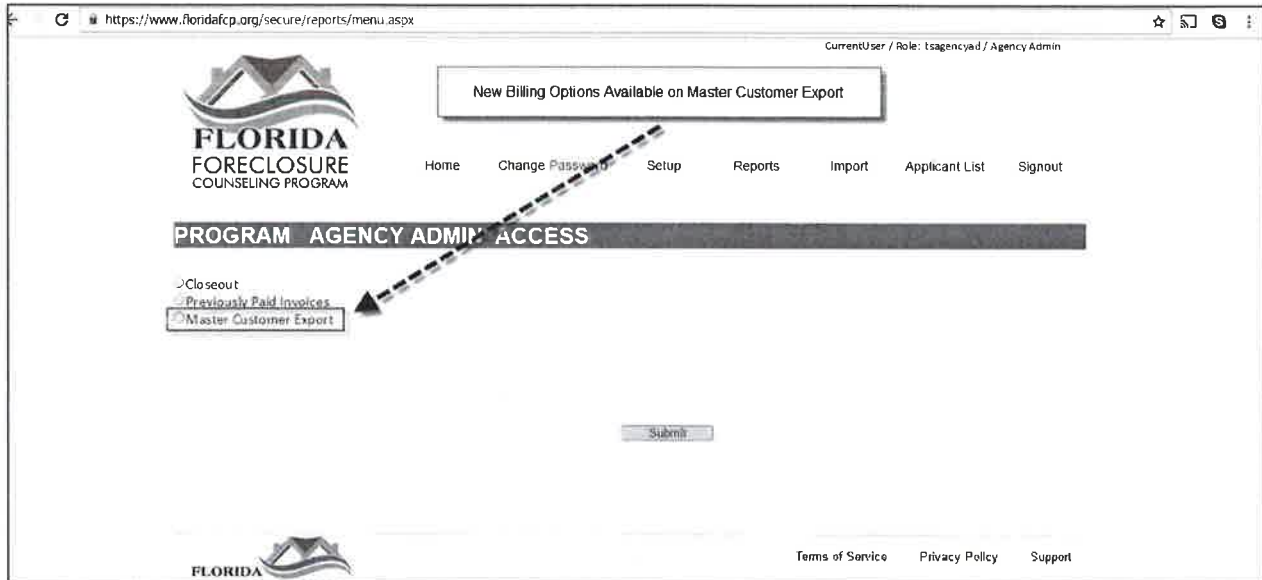
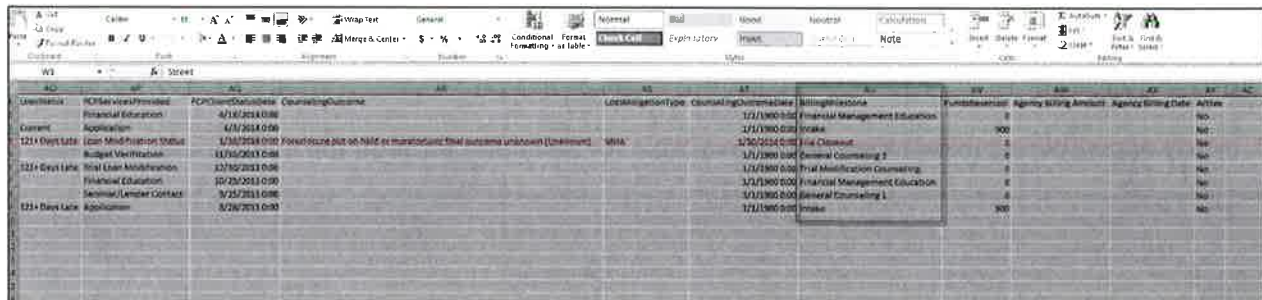


The screenshot shows the 'Invoice Edit' function interface. A callout box at the top left states: "Newly Added Billing Milestones Will Be Available for Selection Through The Invoice Edit Function". A dashed arrow points from this callout to a dropdown menu for 'Billing Milestone' located in the bottom right section of the table. The dropdown menu lists the following options:

- Permanent Modification Counseling
- Alternative Housing Solution Counseling
- Alternative Housing Solution Outcome
- File Suspension
- File Closeout - Foreclosure Counseling
- File Closeout - Financial Management Counseling
- File Closeout - Homeowner Counseling

AR	AS	AT	AU
Counseling Outcome at Exit	Counseling Outcome Exit Date	Loss Mitigation Type	Billing Milestone
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

#### 4. New billing milestones will populate the Master Customer Export

Agency Billing Amount	Agency Billing Date	Agency Billing Description	Agency Billing Type	Agency Billing Status	Agency Billing Date	Agency Billing Amount	Agency Billing Date	Agency Billing Description	Agency Billing Type	Agency Billing Status
300	1/21/2014 0:00	Financial Management Education	Agency Billing	Open	1/21/2014 0:00	300	1/21/2014 0:00	Financial Management Education	Agency Billing	Open
300	1/21/2014 0:00	Final Closeout	Agency Billing	Open	1/21/2014 0:00	300	1/21/2014 0:00	Final Closeout	Agency Billing	Open
300	1/21/2014 0:00	General Counseling 1	Agency Billing	Open	1/21/2014 0:00	300	1/21/2014 0:00	General Counseling 1	Agency Billing	Open
300	1/21/2014 0:00	Final Management Education	Agency Billing	Open	1/21/2014 0:00	300	1/21/2014 0:00	Final Management Education	Agency Billing	Open
300	1/21/2014 0:00	General Counseling 2	Agency Billing	Open	1/21/2014 0:00	300	1/21/2014 0:00	General Counseling 2	Agency Billing	Open
300	1/21/2014 0:00	Final Management Education	Agency Billing	Open	1/21/2014 0:00	300	1/21/2014 0:00	Final Management Education	Agency Billing	Open
300	1/21/2014 0:00	General Counseling 1	Agency Billing	Open	1/21/2014 0:00	300	1/21/2014 0:00	General Counseling 1	Agency Billing	Open
300	1/21/2014 0:00	Final Management Education	Agency Billing	Open	1/21/2014 0:00	300	1/21/2014 0:00	Final Management Education	Agency Billing	Open



**CounselorDirect Statement of Work (SOW)**

<b>Title</b>	<b>SOW Number</b>
Florida FCP Portal Enhancements (AG)	002

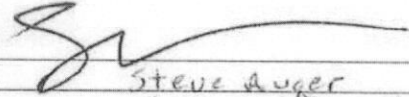
<b>Date Created:</b>	Revised: November 4, 2016
<b>Client:</b>	Florida Housing Finance Corporation

<b>Purpose</b>
This SOW provides the initial estimate for creating the Florida FCP Portal
<b>Description of Enhancements</b>
CounselorDirect shall implement the following features:
1. Hosting – Florida FCP site. <b>Price: \$1800.00 per month.</b>

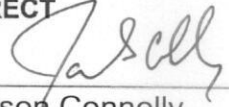
Cost	Start	End
\$1,800.00 per month	February 1 <sup>st</sup> 2017	60-day Notification of cancellation by the client. Client must provide 60-days notice for termination.

**WHEREFORE, COUNSELORDIRECT AND FLORIDA HOUSING FINANCE CORPORATION HAVE EXECUTED THIS SOW.**

**CLIENT**

By:   
 Print Name: Steve Auger  
 Title: Executive Director  
 Date: 11/19/16

**COUNSELORDIRECT**

By:   
 Print Name: Jason Connolly  
 Title: President  
 Date: 11/15/2016





**CounselorDirect Statement of Work (SOW)**

Title	SOW Number
Florida FCP Portal Enhancements (AG)	001

Date Created:	Revised: January 15, 2013
Client:	Florida Housing Finance Corporation

**Purpose**  
This SOW provides the initial estimate for creating the Florida FCP Portal

**Description of Enhancements**  
CounselorDirect shall implement the following features:


1. Creation of Master Data Export. **Price: No Charge**
2. Single – Head of Household to be added as a column to Demographic at Intake on the Monthly and Cumulative reports. **Price: No Charge**
3. Update Last Update Date field (formerly called Counseling Intake Date to show no value when there is no value present in the database. Currently the field will show as 1-1-1900 when no data is present. **Price: No Charge**
4. Create new billing milestone that will allow the submission of Previously Billed NFMC files. **Price: \$1,800.00**
5. The field for Credit Score will be updated to be a required field, and validation will be added to require that any entries in that field fall between 300 and 900. **Price: \$1,800.00**
6. Add ability to mark files as inactive and edit uploaded data. **Price: \$4,450.00**

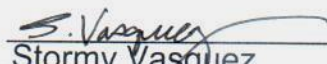
Cost	Start	End
\$8,050.00	Upon payment receipt	Approximately 8 weeks from date payment received.

WHEREFORE, COUNSELORDIRECT AND FLORIDA HOUSING FINANCE CORPORATION HAVE EXECUTED THIS SOW.

CLIENT

COUNSELORDIRECT

By:   
 Print Name: Steve Auger  
 Title: Executive Director  
 Date: 1/16/14

By:   
 Print Name: Stormy Vasquez  
 Title: Vice President  
 Date: 01/20/2014



1. A Master Data Export will be created and added to the list of available reports in FL FCP Portal. This export will show every record that has been uploaded to the site.

FLORIDA FORECLOSURE COUNSELING PROGRAM

Home Change Password Setup Reports Applicant List Signout

### PROGRAM ADMINISTRATOR ACCESS

- Process Billing Requests
- Closeout
- Reservation
- Demographic at Intake (Monthly & Cummulative)
- Loan Information at Intake (Monthly)
- Client Financial Information at Intake (Monthly)
- Client Financial Update at Exit (Quarterly)
- HCA Level 2 Client Information (Monthly)
- HCA Client Status
- County Client Status Report
- Previously Paid Invoices
- Master Customer Export

New export will be created that will display all records that have been uploaded to the system in a .csv format (which may be opened and converted to Excel)

2. Single – Head of Household to be added as a column to Demographic at Intake on the Monthly and Cumulative reports. This will display a count of “1” for each file that was uploaded to the system where the household type (Column P in the upload template) is equal to “Female-headed single parent household” or “Male-headed single parent household”.

FLORIDA FORECLOSURE COUNSELING PROGRAM

Home Change Password Setup Reports Applicant List Signout

### Demographic at Intake (Monthly & Cummulative)

New column to be added to the Demographic at Intake report, which will show the number of files marked as "Single - Head of Household" for each County.

County	AMI	# of Veterans	Children	Elderly	# of Disabled	
Alachua	0-50	0	0	0	0	
Alachua	100+	0	0	0	0	
Alachua	50-80	0	0	0	0	
Alachua	80-100	0	0	0	0	
Baker	0-50	0	0	0	0	
Baker	100+	0	0	0	0	
Baker	50-80	0	0	0	0	
Baker	80-100	0	0	0	0	
Bay	0-50	0	0	0	0	
Bay	100+	0	0	0	0	
Bay	50-80	0	0	0	0	
Bay	80-100	0	0	0	0	
Bradford	0-50	0	0	0	0	
Bradford	100+	0	0	0	0	
Bradford	50-80	0	0	0	0	
Bradford	80-100	0	0	0	0	
Brevard	0-50	0	0	0	0	
Brevard	100+	0	0	0	0	
Brevard	50-80	0	0	0	0	
Brevard	80-100	0	0	0	0	
Broward	0-50	0	5	0	0	





3. Update Last Update Date field (formerly called Counseling Intake Date – Column D from upload) to show no value when there is no value present in the database. Currently the field will show as 1-1-1900 when no data is present.
4. A new billing milestone will be created in the system as #13, and will allow the submission of Previously Billed NFMC files. This new milestone will be called "Upload Intake – Previously Paid" and will be worth \$0. This new milestone will allow counselors to upload all of the files they worked prior to the implementation of the FCP Portal.

The screenshot shows the 'Input Form' interface with the following fields and sections:

- Client Information:** HCA ID, Client ID, First Name, Last Name, House Number, Street, City, Zip, County, Phone Number, Owner Occupied?, Household Size, Number of household members under 18.
- Household Information:** Age of Head of Household, Gender of Head of Household, Household Type, Household member Veteran?, Household member Person w/Disability?
- Counseling & Services:** Household previously received counseling, Counseling Intake Date (dd/mm/yyyy), FCP Contact Date (dd/mm/yyyy), FCP Services Provided to Client.
- Financial Data:** Annual Gross Household Income, Income Category, Savings, Non Mortgage Debt, Total Monthly Housing Payment, Monthly Mortgage Insurance Payment, Monthly Homeowners Association Dues Payment, Monthly Payment Amount for Second Loan or Line of Credit on Property.
- Loan Information:** Loan Type, Loan Status, Loan \$ Balance, Original Loan Default Reason Code, Credit Score.
- Other Fields:** Current Loan Servicer, Number of Counseling or Financial Education Hours Received by Household, FCP Counseling Financial Education Method, Counseling Outcome at Exit, Counseling Outcome Exit Date (dd/mm/yyyy), Loan Modification Default Reason Code, Billing Milestone.

The 'Billing Milestone' dropdown menu is expanded, showing the following options:

- Intake
- Financial Management Education
- General Counseling 1
- General Counseling 2
- General Counseling 3
- General Counseling 4
- Trial Modification Counseling
- Permanent Modification Counseling





- The field for Credit Score (Column AL in Upload Template) will be updated so that it is a required field upon any upload to the system. Validation will also be added to this field so that the value is required to fall between 300 and 900, or "No Score" is entered. If the user attempts to upload a record that does not have a value in the Credit Score field, or the value is not between 300-900 or (or equal to 300 or 900) "No Score" they will receive an error message.

The screenshot shows the 'Input Form' interface for CounselorDirect. The form contains numerous fields for data entry, including:

- Personal information: HCA ID, Client ID, First Name, Last Name, House Number, Street, City, Zip.
- Household details: County, Phone Number, Owner Occupied?, Household Size, Number of household members under 18, Age of Head of Household, Gender of Head of Household, Household Type, Household member Veteran?, Household member Person w/Disability?
- Financial and counseling data: Household previously received counseling, Counseling Intake Date, FCP Contact Date, FCP Services Provided to Client, Annual Gross Household Income, Income Category, Savings, Non Mortgage Debt, Total Monthly Housing Payment, Monthly Mortgage Insurance Payment, Monthly Homeowners Association Dues Payment, Loan Type, Loan Status, Loan Balance, Original Loan Reason Code, Current Loan Servicer, Current Servicer Loan No, Loss Mitigation Type, Number of Counseling or Financial Education Hours Received by Household, FCP Counseling or Financial Education Mode, Financial Education Training Method, Counseling Outcome at Exit, Counseling Outcome Exit Date, Loan Modification Default Reason Code, Billing Milestone.

A callout box points to the 'Credit Score' field, stating: "Will now be a required field, and must be in the range of 300-900".

- Add ability to mark files as inactive and edit uploaded data. Within each file, the user will now be able to select whether they would like the ability to Edit the file. Once they select the Edit option, they will also be able to deselect the Active checkbox. When change the file to "Inactive," the file then will not be able to have any additional billing milestones approved in the system. All previously billed milestones will continue to be displayed in the Previously Paid Invoices Report. Any records awaiting approval in the Process Billing Requests Report will no longer be visible. While editing the user will have the option to change any of the uploaded data points while they are in the edit screens. With this change, the Administrator and Agency Administrator rolls will be the only ones allowed to make these types of edits to the uploaded data.

**FLORIDA FORECLOSURE COUNSELING PROGRAM**      Home    Change Password    Setup    Reports    Applicant List    Signout

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**Record A**

Active:

When the user is editing the client record, each of these data points will be editable fields.

<p>ClientID: 103889006          HCAID: 82500          Counseling Intake Date: 1/22/2013          FCP Contact Date: 7/17/2013          Household previously received counseling: NFMC Level 2          FCP Counseling / Financial Education Mode: Other          Number of Counseling/ Financial Education Hours Received by Household: 0.00          Financial Education Training Method          First Name: [redacted]          Last Name: [redacted]          Gender of Head of Household: F          Age of Head of Household: 51          Household member Veteran? N          Household member Person w/Disability: Y          Household Type: Female-headed single parent household          Household Size: 3          Number of household members under 18: 2          Annual Gross Household Income: 2,073.00          Income Category: At or below 50% of AMI          Applicant Phone Number: [redacted]          House No: [redacted]          Street: [redacted]          City: orlando          County: Orange          Zip: fl</p> <p><input type="button" value="Save"/>    <input type="button" value="Cancel"/></p>	<p>Owner Occupied: Y          Loan Type: FHA          Current Loan Servicer: [redacted]          Current Servicer Loan No: [redacted]          Loan Balance: 156,377.00          Total Monthly Housing Payment: 1,221.00          Monthly Mortgage Insurance Payment Amount: 0.00          Monthly Homeowners Association Dues Payment Amount: 0.00          Monthly Payment Amount for Second Loan or Line of Credit on Property: 0.00          Non Mortgage Debt: 693.00          Amount of Savings: 0.00          Credit Score: 0          Original Loan Default Reason Code: Medical issues          Loan Modification Default Reason Code: Medical issues          Loan Status: 61-90 Days Late          FCP Client Services Provided to Client: Servicer/Lender Contact          FCP Client Status Date: 11/15/2013          Counseling Outcome @ Exit:          Counseling Outcome @ Exit Date:          Loss Mitigation Type: HAMP Tier 1          Billing Milestone: General Counseling 1</p>
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RECEIVED  
13 MAY 20 PM 2:19

**THIS SERVICE AGREEMENT** (the "Agreement"), incorporating Exhibits A, B and C hereto, is effective as of May 3, 2013 (the "Effective Date"), by and between Homeowner Toolbox, Inc. d/b/a CounselorDirect ("CounselorDirect"), with its principal office located at 540 Wald, Irvine CA 92618, and Florida Housing Finance Corporation ("FHFC" or "Client"), with its principal office located at 227 N. Bronough Street, Suite 5000, Tallahassee, FL 32301 (together the "Parties"). Commencing on the Effective Date, CounselorDirect shall provide Client and participating Client approved non-profit housing counseling agencies ("Counseling Agencies") with access to a secure web portal to allow for the uploading, transacting and reporting on homeowner data records ("Homeowner Data") associated with the Florida Foreclosure Counseling Program (the "FCP Portal") Access to the FCP Portal and homeowner data records shall be granted in accordance with terms and conditions of this Agreement.

**FEES**

Client shall receive an FCP Portal that conforms to its corporate branding requirements. The FCP Portal will be delivered with the form and function outlined in Exhibit B: FCP Portal Configuration and be billed in accordance with the fees indicated in the schedule below:

Component	Cost
Development Fee	\$65,000.00
Pre-paid License Fee (3 year term)*	\$216,000.00

\*includes hosting, SSL security, and storage

The \$65,000.00 Development Fee and the \$216,000.00 Pre-paid License Fee shall be due upon execution of this Agreement.

**CONTACT INFORMATION**

*Primary Contact*

Name: Robert Dearduff  
Address: 227 N. Bronough Street, Suite 5000  
City/ST/Zip: Tallahassee, FL 32301  
Phone Number: (850) 488-4197  
Fax Number: N/A  
E-Mail Address: robert.dearduff@floridahousing.org

If the terms and conditions in this Agreement are acceptable to Client, kindly signify by executing and dating two originals of this Agreement and returning one such original to CounselorDirect.

**Florida Housing Finance Corporation**

By:   
Name: Stephen Auger  
Title: Executive Director  
Date: 5/8/13

**Homeowner Toolbox, Inc. d/b/a CounselorDirect**

By:   
Name: JASON S. CONNOLLY  
Title: President  
Date: 5/13/2013

## EXHIBIT A: TERMS AND CONDITIONS

1. Term. The original term of this Agreement shall be three (3) years following the FCP Portal go live Date. Upon termination of this Agreement, CounselorDirect shall deliver to Client a copy of the FCP Portal software application and the database or scripts to re-create the database to maintain all Homeowner Data so Client can continue the Program at its own cost and expense. Such costs and expenses may include but not limited to hosting, third-party software licenses such as MS SQL and any and all technical staff required by Client to support the FCP Portal software application. Such copy of the FCP Portal software application shall be compiled code and subject to the Intellectual Property provisions of this Agreement outlined in Sections 6, 7 and 10.
2. Resources. Client and its Counseling Agencies shall be responsible for providing Internet access and copies of Internet Explorer and Adobe Acrobat software as required for use of the FCP Portal.
3. Training and Support. CounselorDirect shall provide Client and its Counseling Agencies with web-based training to be conducted in accordance with a mutually-agreed upon training schedule. CounselorDirect shall also provide an in depth training and tutorial for an individual identified by Client as a designated trainer ("Train the Trainer Program"). CounselorDirect shall operate and maintain telephone technical assistance support from 9:00 a.m. PST until 5:00 p.m. PST Monday through Friday (excluding designated holidays) for authorized Client representatives.
4. Storage Space & Data Access. CounselorDirect shall retain Homeowner Data for a period of three (3) years following the FCP Portal go live Date. During this three year period, Client shall have access to data as needed and upon request. In the event of termination, CounselorDirect shall deliver all Homeowner Data to Client in accordance with Section 1 above. Following the termination of the three year period, the data shall be transferred to Client within a 90 day transition period as determined by the readiness of the Client.
5. Custom Services. The FCP Portal shall conform to the configuration outlined in Exhibit B. In addition, Client may from time to time request CounselorDirect to provide additional services not otherwise set forth herein, including custom development, assistance in creating custom batch files or system interfaces, and preparing custom reports or forms. All details regarding such Custom Services, including scope, fees and payment terms, shall be set forth in a written statement of work that, upon execution by both parties, shall be deemed to be a part of this Agreement and subject to the terms and conditions herein ("Custom Services SOW").
6. Licensed Rights. Subject to the terms and conditions of this Agreement, CounselorDirect hereby grants to Client, during the Term and the subsequent Client hosted period following Termination (as defined above), a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use the FCP Portal to the extent necessary for Client and its Counseling Agencies to submit, receive and process Homeowner Data in connection with its FCP Program. Client acknowledges that the software, interfaces, databases, processes, documents, logos, graphics, sounds, images and CounselorDirect provided data included in the FCP Portal contain valuable trade secrets of CounselorDirect. Accordingly, Client shall not (i) de-compile, disassemble, reverse engineer or otherwise reduce to human perceivable form the FCP Portal, or any portion thereof, or attempt to determine the algorithms of such software; or (ii) copy, distribute, modify, or create derivative works of the FCP Portal; or (iii) utilize the FCP Portal for another program or function not contemplated in this Agreement.
7. Ownership of Software. Client acknowledges and agrees that, as between CounselorDirect and Client, CounselorDirect shall retain all right, title and interest in and to all of the FCP Portal, including all intellectual property rights therein, and CounselorDirect grants no licenses to Client other than those expressly set forth in Section 6.
8. Privacy. CounselorDirect shall maintain reasonable security measures intended to provide protection against foreseeable threats or hazards to the security, integrity and confidentiality of any non-public personal information ("NPI") contained in the Homeowner Data. CounselorDirect, and its employees and agents, shall not disclose such NPI to third parties without homeowner, Counseling Agencies or Client's prior consent except as permitted by applicable law.



9. **Maintenance.** Client acknowledges that, from time to time, CounselorDirect will have to disable the FCP Portal in order to provide preventative and corrective maintenance services for such resources. The primary maintenance window for such activities is between 8:00 p.m. and 12:00 a.m. Pacific Time Monday through Saturday and 12:01 a.m. to 11:59 p.m. Pacific Time Sundays. CounselorDirect reserves the right to perform any required maintenance services outside the primary maintenance window; however, CounselorDirect will use its commercially reasonable efforts to limit maintenance outside the primary window to a minimum.
10. **Confidentiality.** "Confidential Information" shall mean all information provided or disclosed, intentionally or unintentionally, by a party (the "Client") to the other party (the "CounselorDirect") in connection with this Agreement, including without limitation: all technical and non-technical data; formulae; patterns; compilations; programs; software; devices; methods; techniques; designs; drawings; processes; business practices; plans or proposals; trade secrets; financial information; names and non-public information of employees and consultants; sales and marketing information; training and operations materials; and pricing and other financial information relating to the business or affairs of the Client and which is so defined as information that may not be disclosed under law. Confidential Information shall not include any information that: (a) enters the public domain through no fault of the CounselorDirect; (b) was in CounselorDirect's possession or known by it prior to receipt from Discloser, (c) was rightfully disclosed to it by a third party without restriction, or which is a public record and may not be held confidential under applicable law. All Confidential Information shall be held in the strictest confidence and will not be disclosed by the CounselorDirect, except as specifically permitted by the terms hereof or as may be required to be released by law. CounselorDirect will use the other party's Confidential Information solely for the purpose of performing under and in compliance with the terms of this Agreement, will not use the other party's Confidential Information for any other purpose, and will not disclose or communicate the other party's Confidential Information, directly or indirectly, to any third party, except that Client may disclose Confidential Information to its auditors or regulators, consultants or agents who are subject to written confidentiality agreements at least as restrictive as the terms of this Agreement or as may be required to be released under law. All Confidential Information shall remain the exclusive property of the Client. At any time upon request by the Client, and promptly without request upon termination of this Agreement, the CounselorDirect shall promptly surrender to the Client all of the Client's Confidential Information in the CounselorDirect's possession, or at the Client's request completely and permanently destroy all copies thereof. If the Client requests that the CounselorDirect destroy such Confidential Information, then CounselorDirect shall provide the Client with information regarding CounselorDirect's procedures and processes for destruction, and shall give written assurances, acceptable to the Client, that the Confidential Information was properly and securely destroyed. CounselorDirect acknowledges and agrees that due to the nature of Discloser's Confidential Information, there may be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or any unauthorized use or release of any Confidential Information may result in irreparable harm to Discloser and therefore, that upon any such breach or any threat thereof, Discloser shall be entitled to seek appropriate equitable relief in addition to whatever remedies it might have at law. CounselorDirect will notify Discloser immediately upon learning of the occurrence of any such unauthorized release, use or other breach, and will assist Discloser in remedying such breach. CounselorDirect may make disclosures required by applicable law or regulation provided CounselorDirect promptly notifies Discloser, gives Discloser an opportunity to limit disclosure and to obtain confidential treatment or a protective order and, to the extent permitted by law, allows Discloser to participate in the proceeding. Notwithstanding the provisions set forth above, Client must act in all cases in accordance with the laws that apply to the production of public records.
11. **Disclaimer.** The services are provided "as is," and CounselorDirect makes no representations or warranties, whether express, statutory, or implied regarding the services, including without limitation, any implied warranties of merchantability or fitness for a particular purpose, that the services will operate uninterrupted or error free, or that the services will meet the requirements of the client. Client acknowledges that the services do not include, and CounselorDirect is not providing, legal services or legal advice to client under this agreement.
12. **Limitation of Liability.** Neither party will be liable to the other for any incidental, consequential, indirect, punitive, or exemplary damages arising from or related to this agreement, regardless of the type of claim, whether in contract, tort, negligence, strict liability or otherwise, and regardless of the cause of such damages. Client agrees to hold harmless and indemnify CounselorDirect for any and all claims related to



the use of this FCP Portal. CounselorDirect's aggregate liability under this agreement shall not exceed the Pre-paid License Fee actually paid by the Client under the terms of this agreement.

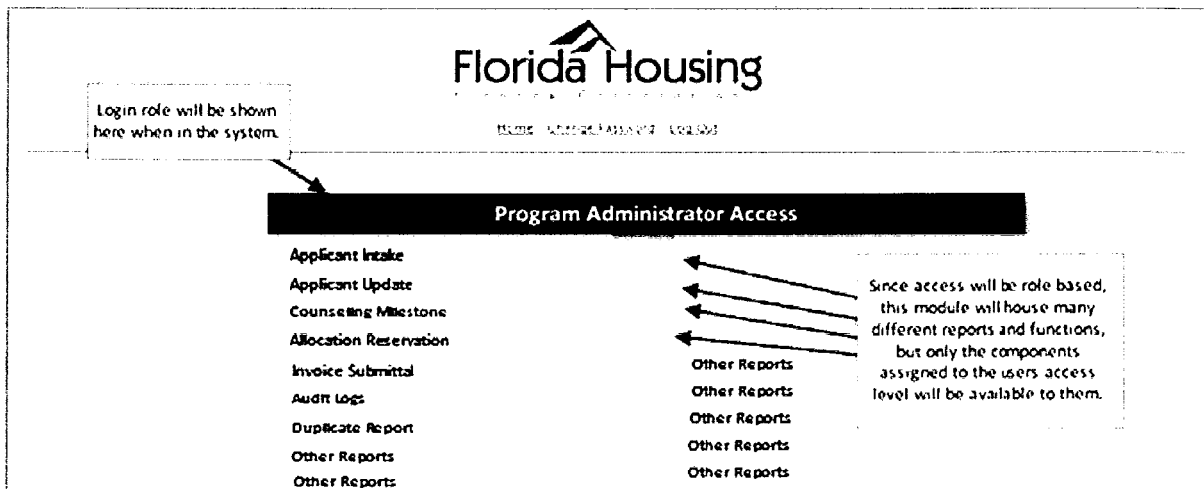
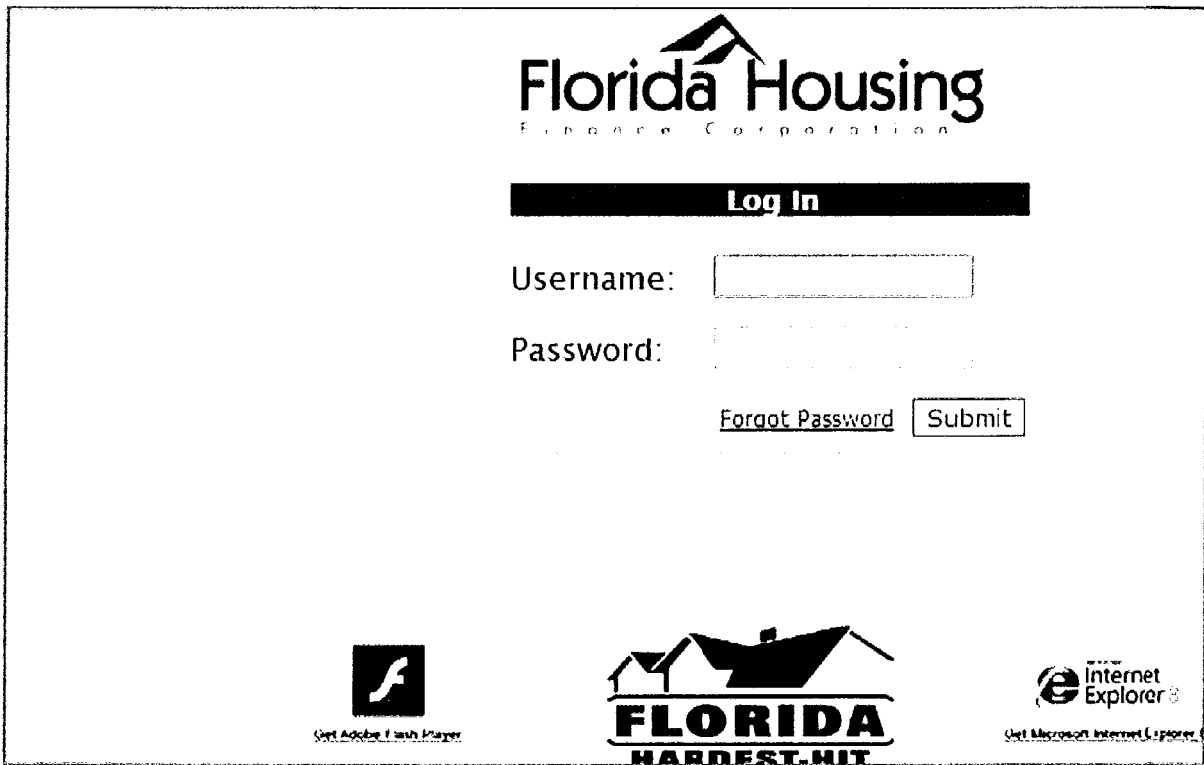
13. Restrictions. Client agrees that the FCP Portal is for the use of Client and its Counseling Agencies.
14. General. This Agreement will be governed in accordance with the laws of the State of Florida without regard to its conflicts of laws provisions, with venue for any action on this agreement to be Leon County, Florida. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid, void or unenforceable by a court with jurisdiction over the parties, such provision shall be deemed to be restated to reflect as nearly as possible the original intention of the parties in accordance with applicable law, and the remainder of this Agreement shall remain in full force and effect. This Agreement is the complete agreement between the parties and supersedes any prior agreements, oral or written, relating to its subject matter. This Agreement may not be assigned by either party in whole or in part without the express written consent of the other party. Notwithstanding the foregoing, CounselorDirect may assign this Agreement without the consent of Client to any of its affiliates or to any successor in interest as a result of a sale of all or substantially all of its business or assets, whether by merger, sale of assets, sale of stock, or otherwise, provided such affiliate or successor in interest agrees to assume all of the obligations applicable to CounselorDirect as set forth herein. Any waivers or amendments to this Agreement or to the services provided hereunder must be agreed upon in writing by both parties. Either party may terminate this Agreement for material breach by the other party that is not cured within thirty (30) days of notice thereof. The rights and obligations of the parties which by their nature survive termination or completion of this Agreement, including but not limited to Sections 6, 7, 10, 11 and 12 shall survive the expiration or termination of this Agreement for any reason. Neither party shall be liable for any delays or failures in performance due to causes beyond such party's reasonable control. There are no third party beneficiaries to this Agreement. The relationship between CounselorDirect and Client established by this Agreement is solely that of independent contractors, and nothing in this Agreement shall be construed to make any party (or its agents or employees) the representative of the other, and no party has the authority to make any binding commitments on behalf of the other including without limitation any oral representation or warranty except as expressly set forth herein. The parties represent and warrant that this Agreement has been executed by their duly authorized representatives, and that this Agreement is a legal, valid and binding obligation of such party. This Agreement may be executed and delivered by email or facsimile transmission and in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed one and the same Agreement.

**EXHIBIT B: FCP PORTAL CONFIGURATION**

- Portal Appearance & Function:** This system will not include a front-facing interface to be used by homeowners/applicants. This portal will be exclusively used by the Client and participating Counseling Agencies. In appearance this portal will be similar to the existing HHF Reporting Module used by the Client (FHFC).

Access will be role based. Counseling Agencies will only have access to specific functionality when they login to the system (i.e. Data Uploads, Agency Specific Data Exports, Submitting Invoices for Payment), while the Client will have access as defined for HCAs and additional functionality available to them (i.e. Payment Approval, Full Data Exports, Allocation Maintenance, etc.). All roles and access will be determined by the Client.

The module will require a password that contains both letters and numbers and has at least eight (8) characters. There will also be a "Forgot Password" link that will allow the user to enter their e-mail address, and have their password emailed to them at that time.



2. **Applicant Records & Uploads:** Counseling Agencies will upload homeowner applicant information to the portal. Each applicant can have multiple submissions over the course of the program. There will be a Primary Record for each applicant and Sub-Records will be created for each additional upload associated to the Primary Record.

Primary records and sub-records will be grouped and stored together based on Unique Identifiers (SSN, Original Loan Number and Street Number from the address) will be used to ensure that double billing does not occur. If a Counseling Agency attempts to upload a record that was previously uploaded by another agency, the system will notify the Counseling Agency of the duplicate submission and prevent that single record from being uploaded to the system. For example, if a Counseling Agency uploads 25 unique records and one is determined to be a duplicate submission from another agency, the system will only upload 24 records. A pop-up message will identify the name of the duplicate submission so the Counseling Agency can investigate further.

3. **Counseling Agency Functionality, Exports & Reports:** When Counseling Agencies login they will have the ability to upload homeowner applicant records. Homeowner applicant record data will be uploaded to the system in .csv format. Counseling Agencies will have the ability to view their previous uploads to determine payment tracking for applicants and milestones. Counseling Agencies shall also have the ability to export data from their system that is associated with their pipelines and records. The export format and content for the Counseling Agency export shall be determined by Client.
4. **Client Functionality, Exports & Reports:** Client (FHFC) shall have the ability to create Counseling Agency logins and accounts, monitor and track Counseling Agency activity, process billing requests for homeowner applicant records, closeout homeowner applicants that are no longer in the program, recycle funds for closed out applicants, pull reports to determine reserved versus disbursed funds and have the ability to do mass data exports of all relevant data points as defined by the Client.

- 4.1. Ability to Create Counseling Agency Accounts Client will have the ability to create login accounts for agencies as depicted below:

Agency setup will be similar to the Agency setup that currently exists in the HHF Portal, but will not include the Promo Code or Agency Weight fields. Agency Accounts, once created, will have the ability to create individual advisor accounts that will be associated with their agency. Fields included for the agency set up will be:

- Active (check = Active)
- Agency Name (35 character max)
- Street Address
- City
- State
- Postal Code
- Phone Number
- Fax Number (field not required)
- Email Address
- User Name
- Password (used by agency admin to login)
- Verify Password



+ = Required

Active:

Agency Name:  +

Assigned Counties:  Alachua  
 Baker  
 Bay  
 Bradford

Street Address:  +

City:  +

State:  +

Postal Code:  +

Phone Number:  + Ext:

Fax Number:

Email Address:  +

User Name:  +

Password must be between 7 and 20 characters long, and contain at least 1 numeric character.

Password:

Verify Password:

4.2. Monitor and track Counseling Agency activity Client will have the ability to pull a report to see Counseling Agency Activity and the number of active uploads and submissions. The Counseling Agency will be able to bill for the following milestones once they have checked off each of the required steps as being completed for each service level:

4.2.1. Intake (Max 3 Months) – the following steps will be required to be checked off as completed prior to submitting for the invoiced amount of \$175.00

- 4.2.1.1. Intake Application
- 4.2.1.2. Client Signed Authorization
- 4.2.1.3. Client Signed Disclosure
- 4.2.1.4. Client Provided a Privacy Policy
- 4.2.1.5. Development and Review of Initial Client Budget
- 4.2.1.6. Preliminary Action Plan Developed
- 4.2.1.7. FCP Program Eligibility Determination
- 4.2.1.8. Action Plan (Draft)
- 4.2.1.9. Discussion of Action Plan Options: Including the following:

- 4.2.1.9.1. Refinance
- 4.2.1.9.2. Modification
- 4.2.1.9.3. FHA Loans
- 4.2.1.9.4. Short Sale & Deed-in-Lieu

4.2.2. Counseling (12 Month Clock Begins)- Max Billing of \$375.00

4.2.2.1. The Following will be required for First Billing Session at \$75.00

- 4.2.2.1.1. Authorization
- 4.2.2.1.2. Disclosure
- 4.2.2.1.3. Privacy
- 4.2.2.1.4. Budget Verification
- 4.2.2.1.5. Finalize Action Plan
- 4.2.2.1.6. *Implementation of Action Plan*

4.2.2.2. The Following will be required for Billing Prior to Final Session at \$75.00

- 4.2.2.2.1. Hardship Letter
- 4.2.2.2.2. Servicer/Lender Contact
- 4.2.2.2.3. Local Resource Options
- 4.2.2.2.4. Implementation of Sale Options
- 4.2.2.2.5. Refinance Documentation
- 4.2.2.2.6. Trial Loan Mod
- 4.2.2.2.7. Authorization
- 4.2.2.2.8. Disclosure

- 4.2.2.2.9. Privacy Policy
  - 4.2.2.2.10. Verified Budget at Intake
  - 4.2.2.2.11. Documentation of DTI
  - 4.2.2.2.12. Crisis and/or Long-Term Budget
  - 4.2.2.2.13. Counseling on Staying Current
  - 4.2.2.2.14. Referrals
  - 4.2.2.2.15. Follow-up Meeting(s) Scheduled
  - 4.2.2.2.16. Session Documentation
  - 4.2.2.2.17. Authorization
  - 4.2.2.2.18. Disclosure
  - 4.2.2.2.19. Privacy Policy
  - 4.2.2.2.20. Documentation of DTI
  - 4.2.2.2.21. Update on Crisis and/or Long\_Term Budget
  - 4.2.2.2.22. Status of Loan Modification
  - 4.2.2.2.23. Progress Against Action Plan
- 4.2.3.Exit – Max Billing of \$150 – The following are Required before Exit billing is allowed:
- 4.2.3.1. Client Satisfaction Survey
  - 4.2.3.2. Resolution – This includes:
    - 4.2.3.2.1. Remained In House
    - 4.2.3.2.2. Exit Strategy Implemented
    - 4.2.3.2.3. Lost Home To Foreclosure
    - 4.2.3.2.4. Did not Complete Program
  - 4.2.3.3. Ongoing File Management Fee

4.3. Process billing requests for homeowner applicant records Client will have the ability to process billing requests submitted by the HCA for homeowner applicants.

Generate Invoice					
<input type="button" value="Print"/> <input type="button" value="Export CSV"/> <input type="button" value="Export XML"/> <input type="button" value="Save as Paid"/>					
<input type="button" value="Select All"/> <input type="button" value="Clear All"/>					
<input checked="" type="checkbox"/>	Agency	Borrower Name	Borrower ID	Services Performed	Payment Amount
<input checked="" type="checkbox"/>	SM, Inc.		16126	Eligibility Determination	\$250.00
<b>Grand Totals</b>					SM, Inc. \$250.00
<input checked="" type="checkbox"/>	Agency	Borrower Name	Borrower ID	Services Performed	Payment Amount
<input checked="" type="checkbox"/>	Bradford County		16015	Eligibility Determination	\$250.00
<b>Grand Totals</b>					Bradford County \$250.00
<input checked="" type="checkbox"/>	Agency	Borrower Name	Borrower ID	Services Performed	Payment Amount
<input checked="" type="checkbox"/>	CDC of Tampa, Inc.		16088	Eligibility Determination	\$250.00
<input checked="" type="checkbox"/>	CDC of Tampa, Inc.		16039	Eligibility Determination	\$250.00
<b>Grand Totals</b>					CDC of Tampa, Inc. \$500.00
<input checked="" type="checkbox"/>	Agency	Borrower Name	Borrower ID	Services Performed	Payment Amount
<input checked="" type="checkbox"/>	Credit Card Mgt Services		16017	Eligibility Determination	\$250.00
<b>Grand Totals</b>					Credit Card Mgt Services \$250.00
<input checked="" type="checkbox"/>	Agency	Borrower Name	Borrower ID	Services Performed	Payment Amount
<input checked="" type="checkbox"/>	Crisis Housing Solutions		16183	Eligibility Determination	\$250.00
<b>Grand Totals</b>					Crisis Housing Solutions \$250.00
<input checked="" type="checkbox"/>	Agency	Borrower Name	Borrower ID	Services Performed	Payment Amount
<input checked="" type="checkbox"/>	Denise Dalrymple PA - Broward		16123	Eligibility Determination	\$250.00
<b>Grand Totals</b>					Denise Dalrymple PA - Broward \$250.00

4.4. Closeout homeowner applicants that are no longer in the program and recycle funds for closed out applicants Client will have the ability to closeout applicant records that are no longer participating in the program. The system will flag files that have not had any activity during the previous six (6) months. It will be the advisor agency's responsibility to close out the files. [

Home Loan Suit

### Closeout Report

Borrower Name	Borrower ID	Date	Actual Program End Date	Reason for Denial or Termination	Remaining IBIF Balance	Program Type
<input type="checkbox"/> Roy Brown	132	03/01/2013		Select One	25000.00	Unemployment
<input type="checkbox"/> William Holsker	3036	03/01/2013		Select One	0.00	Unemployment
<input type="checkbox"/> Josette Rogers	1520	03/01/2013		Select One	0.00	Unemployment
<input type="checkbox"/> Debra Guilbo	2649	03/01/2013		Select One	0.00	Unemployment
<input type="checkbox"/> Lauri Allen	4598	03/01/2013		Select One	0.00	Unemployment
<input type="checkbox"/> Gloria Anders	5316	03/01/2013		Select One	0.00	Unemployment
<input type="checkbox"/> Brenda Wells	2510	03/01/2013		Select One	0.00	Unemployment
<input type="checkbox"/> Marsha Humphreys	3543	03/01/2013		Select One	0.00	Unemployment
<input type="checkbox"/> Brenda Gault	553	03/01/2013		Select One	0.00	Unemployment
<input type="checkbox"/> Audrey Travis	2255	03/01/2013		Select One	0.00	Unemployment



4.5. Pull reports to determine reserved versus disbursed funds

The Reservation Report will calculate the funds disbursed, and remaining Funds Available. The user will also be able to update the "Funds Allocated Field", which will update the calculations of the other fields. Adjusting the "Funds Allocated" field also adjusts the "Funds Available" Calculation, which could freeze the county from being able to expend additional program funds. This report will also show an editable field, which will allow for the grand total of funds allocated to be updated. When reserving funds for an applicant of the system and once funds have been completely exhausted at the County Level, funds will still be able to be utilized if the "Total Funds Available" still shows that there are funds remaining.

## FLORIDA HOUSING

DATE: 12/16/2012

### Reservation Report

Results are filtered from 12/15/2012 to 1/16/2013

After county allocations are depleted, funding will be available in the "State Pool"

**Total Funds Allocated:**

**Total Funds Reserved:**

**Total Funds Disbursed:**

**Total Funds Available:**

**Editable Field**

Print    Export    **Save**

Fields will be calculations based upon the totals of the associated columns below

County	Funds Allocated	Funds Reserved	Funds Disbursed	Funds Available
State Pool	\$1,000,040.12	\$50,000.00	\$17,123.32	\$950,040.12
<b>County</b>	<b>Funds Allocated</b>	<b>Funds Reserved</b>	<b>Funds Disbursed</b>	<b>Funds Available</b>
Alachua	\$1,000,040.12	\$50,000.00	\$17,123.32	\$950,040.12
Baker	\$500,000.00	\$15,345.66	\$2,394.00	\$484,654.34
Bay	\$123,098.00	\$10,000.00	\$1,000.00	\$113,098.00
Bradford	\$800,100.00	\$70,000.00	\$16,567.00	\$730,100.00
Brevard	\$300,000.00	\$117,000.00	\$81,658.00	\$183,000.00
Broward	\$50,000.00	\$0.00	\$0.00	\$50,000.00
Calhoun	\$700,000.00	\$51,000.00	\$25,000.00	\$649,000.00
Charlotte	\$125,000.00	\$16,000.00	\$3,490.21	\$109,000.00
Citrus	\$100,000.00	\$20,000.00	\$10,000.00	\$80,000.00
Clay	\$98,000.00	\$12,000.00	\$7,159.00	\$86,000.00
Collier	\$2,000,000.00	\$105,937.00	\$79,184.00	\$1,854,061.00
Columbia	\$20,000.00	\$1,000.00	\$0.00	\$19,000.00
DeSoto	\$96,734.00	\$20,000.00	\$6,497.00	\$76,734.00
DiDee	\$100,000.00	\$16,000.00	\$4,400.00	\$84,000.00
Duval	\$649,671.00	\$54,816.00	\$21,827.00	\$591,855.00

4.6. Ability to do mass data exports of all relevant data points as defined by the Client.

Client shall have the ability to export data in a pre-defined format determined by the Client. This export can be used for ad-hoc reporting and data analysis.

4.7 The following reports will also be created as described below:

**DEMOGRAPHIC AT INTAKE (Monthly & Cumulative)**

	AMI	# of Veterans	PWD	Single HOH	Children	Elderly	Race	Ethnicity
County	0-50					Age>61		
	50-80							
	80-100							
	100+							

**LOAN INFORMATION AT INTAKE (Monthly)**

	AMI	Avg Loan Balance	Avg Housing Payment	Avg Property Tax Payment	Avg Length of Homeownership
County	0-50				Current year - year of origination date
	50-80				
	80-100				
	100+				

**CLIENT FINANCIAL INFORMATION AT INTAKE (Monthly)**

	AMI	% of Credit Scores below 530	Average Credit Score	Average Savings Amount	Average Total Debt	Average income	Loan Status at Intake
County	0-50						
	50-80						
	80-100						
	100+						

**CLIENT FINANCIAL UPDATE AT EXIT (Quarterly)**

	AMI	Number with Increased Credit Score	Number with Increased Savings	Number with Reduction in Debt
County	0-50			
	50-80			
	80-100			
	100+			

**CLIENT OUTCOMES/RESOLUTIONS (Monthly)**

	AMI	Resolution w/o Loan Modification	Trial Modification	Permanent Modification	Exit Strategy	Lost Home	Bankruptcy	Did not complete Program	Unknown
County	0-50								
	50-80								
	80-100								
	100+								

**HCA LEVEL 2 CLIENT INFORMATION (Monthly)**

	AMI	Number of Ongoing Clients	Number of clients receiving financial counseling	Number of hours of counseling service provided	Number of hours of financial education provided	Number of Financial Education Classes Provided	Number of Attendees	Number of Graduates	Number of Resolutions	Average Hours of Service/Education per Resolution	Number of Drop-Outs
HCA	0-50										
	50-80										
	80-100										
	100+										

**HCA CLIENT STATUS REPORT**

	AMI	Application	Budget	Discuss Action Plan Options	FCP Eligibility Determination	Budget Verification	Implement Action Plan	Hardship Letter	Servicer	Implement Exit Strategy	Trial Loan Mod	Long Term Budget	Financial Education	Permanent Loan Modification	Exit Program
HCA	0-50														
	50-80														
	80-100														
	100+														

**COUNTY CLIENT STATUS REPORT**

	AMI	Application	Budget	Discuss Action Plan Options	FCP Eligibility Determination	Budget Verification	Implement Action Plan	Hardship Letter	Servicer	Implement Exit Strategy	Trial Loan Mod	Long Term Budget	Financial Education	Permanent Loan Modification	Exit Program
County	0-50														
	50-80														
	80-100														
	100+														

**EXHIBIT C: HOMEOWNER DATA FIELDS**

Element Number	Time of Collection	Data Element	Dropdown List	Purpose	Data Type	PII/Encrypt
1	Recurring	HCA ID				
2	Intake	Client ID		Reduce Duplication		
3	Intake	Counseling Intake Date		Original start date	Short Date	
4	Intake	FCP Intake Date		FCP start date/measure time to completion	Short Date	
5	Intake	Household previously received counseling	NFMC Level 1 NFMC Level 2 NFMC Level 4a NFMC Level 4b HUD Other	Calculate FCP funding to obligate Determine where the client is in the process Avoid paying for service already provided		
6	Recurring	FCP Counseling Mode	Phone Face to Face Internet Video Conference Other	Compare success rate of different modes		
7	Recurring	Number of Counseling Hours Received by Household				
8	Recurring	Number of Financial Education Hours Received by Household				
9	Intake	First Name		Reduce Duplication	Text	Yes
10	Intake	Last Name		Reduce Duplication	Text	Yes
11	Intake	Gender of Head of Household	M/F			Yes
12	Intake	Head of Household	Y/N			
13	Intake	Age of Head of Household	Numeric		2 numbers	Yes
14	Intake	Head of Household Veteran?	Y/N			
15	Intake	Household member Veteran?				
16	Intake	Head of Household Person w/Disability	Y/N			
17	Intake	Household member Person w/Disability	Y/N			
18	Intake	Head of Household Employment	Unemployed Underemployed Employed	Baseline at Intake		
19	Intake	Head of Household Race	American Indian/Alaskan Native Asian Black or African American Native Hawaiian or Other Pacific Islander White American Indian or Alaskan Native and White Asian and White Black or African American and White American Indian or Alaskan Native and Black/African American Other Chose not to respond			Yes
20	Intake	Head of Household Ethnicity	No Not Hispanic or Latino Yes Hispanic or Latino Chose not to respond			
21	Intake	Household Type	Single adult Female-headed single parent household Male-headed single parent household Married without dependents Married with dependents Two or more unrelated adults Other			
22	Intake	Household Size	Numeric		2 numbers	
23	Intake	Number of household members under 18	Numeric			
24	Recurring	Monthly Gross Household Income	Currency			
25	Recurring	Income Category	At or below 50% of Area Median Income (AMI) 50.01 - 80% of AMI 80.01 - 100% of AMI greater than 100% AMI			
26	Intake	Applicant Phone Number		Reduce Duplication		
27	Intake	House No		Reduce Duplication		Yes
28	Intake	Street		Reduce Duplication		Yes
29	Intake	City		Reduce Duplication		Yes
30	Intake	County		Allows for obligation of funds against the pool		
31	Intake	State		Must live in Florida		Yes
32	Intake	Zip		Reduce Duplication		Yes
33	Intake	Owner Occupied	Y/N			
34	Intake	Current Assessed Property Value	Currency			
35	Intake	Purchase Price				

Data Element Number	Time of Collection	Data Element	Dropdown List	Purpose	Data Type	PI/Encrypt
36	Intake	Loan Product Type of Original Loan	LoanProductType Fixed rate currently under 8% Fixed rate currently 8% or greater ARM currently under 8% ARM currently at 8% or greater  Fixed rate currently under 8% as a result of loan modification in the last six months  Fixed rate currently 8% or greater as a result of loan modification in the last six months ARM currently under 8% as a result of loan modification in the last six months ARM currently 8% or greater as a result of loan modification in the last six months InterestOnly Hybrid OptionARM VAorHFAInsured PrivatelyHeld ARMReset Client did not disclose			
37	Intake	Loan Type	USDA VA FHA Fannie Mae Freddie Mac Conventional Portfolio	Allows evaluation of success across loan types		
38	Intake	Origination Date of Current Loan		Requirement for some resolution types - anticipates what they might qualify for		
39	Intake	Interest Rate of Current Loan				
40	Intake	Name of Originating Lender	Should be a dropdown			Yes
41	Intake	Current Loan Servicer	Should be a dropdown			Yes
42	Intake	Current Servicer Loan No				Yes
43	Recurring	Loan Balance				
44	Recurring	Total Monthly Housing Payment				
45	Recurring	Monthly Principal Payment Amount				
46	Recurring	Monthly Interest Payment Amount				
47	Recurring	Monthly Property Tax Payment Amount				
48	Recurring	Monthly Insurance Payment Amount				
49	Recurring	Monthly Homeowners Association Dues Payment Amount				
50	Recurring	Monthly Payment Amount for Second Loan or Line of Credit on Property				
51	Recurring	Non Mortgage Debt				
52	Recurring	Debt to Income Ratio				
53	Recurring	Amount of Savings				
54	Recurring	Credit Score				Yes
55	Recurring	Why No Credit Score	Client refused to authorize credit report pull NFCM Counseling Organization analyzed credit report that did not contain score  NFCM Counseling Organization does not analyze credit report for this level of service  NFCM Counseling Organization does not have a relationship with credit reporting bureau Foreclosure expected within 14 days			
56	Intake	Original Loan Default Reason Code	Reduction in Income Poor budget management skills Loss of income Medical issues Increase in Expense Divorce/Separation Death of Family member Business Venture Failed Increase in loan payment Other			
57	Recurring	Loan Modification Default Reason Code	Reduction in Income Poor budget management skills Loss of income Medical issues Increase in Expense Divorce/Separation Death of Family member Business Venture Failed Increase in loan payment Other			




Date Element Number	Time of Collection	Data Element	Dropdown List	Purpose	Data Type	PI/Encrypt
58	Recurring	Loan Status	Current 30-60 Days Late 61-90 Days Late 91-120 Days Late 121+ Days Late			
59	Recurring	FCP Client Status	Application Budget Discuss Action Plan Options FCP Eligibility Determination Budget Verification Implementation of Action Plan Hardship Letter Servicer/Lender Contact Implementation of Exit Strategy Trial Loan Modification Document Debt to Income Ratio Crisis and/or Long Term Budget Document Debt to Income Ratio Budget Update/Review Loan Modification Status Document Progress Against Action Plan Financial Education Permanent Loan Modification			
60	Recurring	FCP Client Status Date				
61	Exit	Counseling Outcome @ Exit	Initiated Forbearance Agreement/Repayment Plan (Resolution w/o Modification) Executed a Deed-in-Lieu (Exit Strategy) Executed a Deed-for-Lease (Exit Strategy) Mortgage Foreclosed (Lost Home) Received Second Mortgage (Resolution w/o Modification) Other (Unknown) Obtained partial claim loan from FHA lender (Resolution w/o Modification) Bankruptcy Counseled and referred for legal assistance (Unknown) Withdrew from counseling (Did Not complete Program) Currently in negotiation with servicer; outcome unknown (Unknown) referred homeowner to servicer with action plan and no further counseling activity; outcome unknown (Unknown) Foreclosure put on hold or moratorium; final outcome unknown (Unknown) Brought mortgage current with rescue funds (Resolution w/o Modification) Brought mortgage current without rescue funds (Resolution w/o Modification) Mortgage refinanced - FHA product (Resolution w/o Modification) Mortgage refinanced - non-FHA product (Resolution w/o Modification) Mortgage modified with PITI less than or equal to 38% with at least a 5 year fixed rate (Permanent Modification) Mortgage modified with PITI greater than 38% or interest rate fixed for less than 5 years and appears sustainable (Permanent Modification) Mortgage modified with PITI greater than 38% or interest rate fixed for less than 5 years and appears not to be sustainable (Permanent Modification) Homeowner sold property (Exit Strategy) Pre-foreclosure sale/short sale (Exit Strategy) Home lost due to tax sale or condemnation (Lost Home)			
62	Exit	What kind of modification?	Capitalize Past Due Amounts Interest Rate Reduction Term Extension Principal Reduction Extinguish 2nd Lien Mortgage Recovery Advance Net Present Value Test Payment Reduction			
63	Exit	Counseling Outcome @ Exit Date				
64	Exit	Modification Type	HAMP Tier 1 HAMP Tier 2 HAFA HARP HHF UMAP HHF MLRP MHA PRA  VA Interest Rate Reduction Refinancing Loan FHA Streamlined Refinance w/o Appraisal FHA Short Refinance			



we make housing affordable

**MEMORANDUM**

**TO:** Barb Goltz, Chief Financial Officer

**FROM:** Steve Auger, Executive Director 

**DATE:** April 18, 2013

**RE:** Foreclosure Counseling Program – Counselor Direct Service Agreement

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I have reviewed the Service Agreement between Florida Housing and Homeowner Toolbox, Inc. d/b/a CounselorDirect (“CounselorDirect”), and discussed this matter with Nancy Muller. I have determined, per Rule 67-49.002(4), F.A.C., that it is in the best interest of the corporation and the public to purchase this service from CounselorDirect without going through the competitive solicitation process. With a contract amount of \$281,000, this would usually require award through competitive solicitation, per Rule 67-49.002(1)(b), F.A.C.

As you know, the foreclosure problem in Florida is still critical, and it is essential to begin providing foreclosure counseling services as soon as possible. In order to properly implement the Foreclosure Counseling Program, we need software services that can be customized to meet billing and reporting requirements. From the legislative appropriation made in late January, to the opening date of the program in June, the turn around time to develop program parameters is very short. We have not initiated the usual competitive solicitation process. Instead, we contacted two vendors who specialize in housing counseling software: Social Serve and Counselor Direct. Social Serve indicated that they were unable to develop a customized system for us within our timeframe, noting that they would be able to consider such a request later this year or early next year. Only Counselor Direct has a system that can be customized to meeting Florida Housing’s needs within the necessary timeframe. We are aware of no other provider able to meet this need within the available time.

Due to the short time available to place the program in service, the fact that no other vendor is ready to proceed within the time allowed, and that Counselor Direct is ready and able to proceed so we can start the statewide program within the necessary time frame, it is in the best interest of Florida Housing and the public to go forward without waiting to go through a competitive solicitation process, as provided in Rule 67-49.002(4), F.A.C.

Please do not hesitate to contact me if you need anything further.

cc: Nancy Muller, Policy Director  
Rob Dearduff, Director of Special Programs  
Stephanie Sgouros, Inspector General  
Wellington Meffert, General Counsel