

**SECOND AMENDMENT
TO CONTRACT NUMBER 007-2015**

THIS SECOND AMENDMENT ("Amendment") to CONTRACT NUMBER 007-2015 is entered into and effective as of June 1, 2018, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and AREA AGENCY ON AGING OF PALM BEACH/TREASURE COAST, INC. ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 007-2015, dated May 11, 2015, ("Contract") wherein Service Provider agreed to provide or perform Area Agency on Aging services for the HFA Hardest Hit Fund Elderly Mortgage Assistance Program. As used herein, "Contract" shall include within its meaning any modification or amendment to the Contract.
- B. The initial term of the Contract was for two years, beginning June 1, 2015, and ending May 31, 2017.
- C. Section 4 of the Contract provides that the Contract may be renewed for three, 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 the Effective Date. The above recitals are true and correct and form a part of this Amendment.

B. Renewal. The Contract is hereby renewed for the second one-year renewal term, beginning June 1, 2018, and ending May 31, 2019. Subject to any previous amendments or modifications and except as otherwise provided in this Amendment, the Contract shall stand renewed upon its same terms and conditions.

C. General Terms and Conditions.

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

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

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

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

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

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IN WITNESS WHEREOF, the Parties have executed this SECOND AMENDMENT to Contract Number 007-2015, by a duly authorized representative, effective as of the Effective Date.

AREA AGENCY ON AGING OF PALM BEACH/TREASURE COAST, INC.

By: Faith Myer

Name/Title: Faith Myer, Board Treasurer

Date: 2/20/2018

FEIN: 65-0087858

FLORIDA HOUSING FINANCE CORPORATION

By: Hugh A. Brown

Name/Title: Hugh A. Brown - General Counsel

Date: 2-26-18

**FIRST AMENDMENT
TO CONTRACT NUMBER 007-2015**

THIS FIRST AMENDMENT ("Amendment") to CONTRACT NUMBER 007-2015 is entered into and effective as of June 1, 2018, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and AREA AGENCY ON AGING OF PALM BEACH/TREASURE COAST, INC. ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 007-2015, dated May 11, 2015, ("Contract") wherein Service Provider agreed to provide or perform Area Agency on Aging services for the HFA Hardest Hit Fund Elderly Mortgage Assistance Program. As used herein, "Contract" shall include within its meaning any modification or amendment to the Contract.
- B. The initial term of the Contract was for two years, beginning June 1, 2015, and ending May 31, 2017.
- C. Section 4 of the Contract provides that the Contract may be renewed for three, 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 the Effective Date. The above recitals are true and correct and form a part of this Amendment.

B. Renewal. The Contract is hereby renewed for the first one-year renewal term, beginning June 1, 2017, and ending May 31, 2018. Subject to any previous amendments or modifications and except as otherwise provided in this Amendment, the Contract shall stand renewed upon its same terms and conditions.

C. Amendments.

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

Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the Service Provider in connection with this Contract is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The Service Provider represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

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

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

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

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

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

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

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

**Corporation Clerk
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329**

Phone: 850.488.4197

E-mail: Corporation.Clerk@floridahousing.org

2. The Contract is amended further by adding sub-item (f) to Section 13, Governing Law; Venue; Other Provisions:

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

D. General Terms and Conditions.

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

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

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

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT to Contract Number 007-2015, by a duly authorized representative, effective as of the Effective Date.

AREA AGENCY ON AGING OF PALM BEACH/TREASURE COAST, INC.

By:  _____

Name/Title: Jaime Estremera-Fitzgerald

Date: May 24, 2017

FEIN: 65-0087858

FLORIDA HOUSING FINANCE CORPORATION

By:  _____

Name/Title: Hugh R. Brown - General Counsel

Date: 5-24-17

**CONTRACT FOR
AREA AGENCY ON AGING SERVICES FOR THE HFA HARDEST HIT FUND ELDERLY MORTGAGE
ASSISTANCE PROGRAM**

**BETWEEN
FLORIDA HOUSING FINANCE CORPORATION AND
AREA AGENCY ON AGING OF PALM BEACH/TREASURE COAST, INC.**

This Contract for Hardest Hit Fund (HHF) Area Agency on Aging ("AAA") Services for the HFA Hardest Hit Fund Elderly Mortgage Assistance ("Elmore") Contract # 007-2015 (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 AREA AGENCY ON AGING OF PALM BEACH/TREASURE COAST, INC., a Florida nonprofit corporation (the "AAA Service Provider"), located at 4400 N Congress Avenue, West Palm Beach, Florida 33407. Upon execution by both parties, this Contract shall become effective on June 1, 2015 (Effective Date).

MUTUAL UNDERSTANDINGS

Florida Housing was directed by the U.S. Department of the Treasury (Treasury) to create and administer foreclosure prevention assistance programs (the "Hardest Hit Fund Foreclosure Prevention Programs") that address the unique issues of our state. The Elmore Program meets this objective by providing assistance to senior Florida homeowners who, after having received all of the equity proceeds that they were due under their reverse mortgage loans, are at risk of foreclosure due to their inability to pay property taxes, flood and hazard insurance premiums, special assessments, association dues, attorney's fees, property inspections, and other contractually required charges ("Property Charges") on their homes as required under the terms of their reverse mortgages, to the extent such charges are payable from an escrow or reserve account maintained by the servicer or have been advanced by the servicer of the reverse mortgage.

As used herein, the term "Applicant" means the borrower (including any co-borrower) under a mortgage loan who applies for assistance under the Elmore Program and the term "Elmore Advisor Agency" means an entity, organization or individual under contract with Florida Housing to render advisor services in connection with the Elmore Program

Florida Housing has determined that the senior homeowners targeted for assistance under the Elmore Program in many instances require special assistance and services in assembling and providing the documents and information needed in order to qualify and process their applications for Elmore assistance. The desired services entail in-home visits to assist the homeowner in assembling, copying and providing full and complete documentation and information needed by the Elmore Advisor Agency in order to qualify and process the homeowner's application for Elmore assistance.

These services shall be known as "Contractor and professional services" and shall include, but not be limited to, the provision of advice and assistance to Florida Housing in collecting documents and information from the homeowner as necessary in order for the Elmore Advisor Agency to make an initial eligibility determination and/or process the homeowner's application for assistance under the Elmore Program.

Florida Housing wishes to establish a pilot program utilizing the services of the AAA Service Provider to provide assistance to senior Elmore applicants in Palm Beach, Martin, St. Lucie, Indian River and Okeechobee counties as provided under the terms of this Contract.

The AAA Service Provider is the Florida Department of Elder Affairs-designated Area Agency on Aging for Planning Service Area (PSA) 9, and as such, is uniquely qualified to provide the services under this Contract in conjunction with the services it currently provides to seniors in the area it serves.

The AAA Service Provider has offered to provide such services and Florida Housing has agreed to accept the offer, all upon the terms and conditions as set forth in this Contract.

The AAA Service Provider shall perform and render the services identified in this Contract as an independent Contractor and not as an agent, representative, or employee of Florida Housing.

Florida Housing has the authority pursuant to Florida Law to direct disbursement of funds for compensation to the AAA Service Provider under the terms and provisions of this Contract.

NOW, THEREFORE, the parties agree as follows:

1. ENGAGEMENT OF THE AAA SERVICE PROVIDER; BACKGROUND SCREENING OF PERSONNEL.

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

The AAA Service Provider agrees that in rendering the services under this Contract, it will use only those personnel who have satisfactorily passed Level 2 background screening pursuant to chapter 435, Florida Statutes, and have been cleared by the AAA Service Provider to enter homes of seniors to provide services under other state and federal programs designed to assist seniors. If requested by Florida Housing, the AAA Service Provider shall provide the names of its personnel providing services under this Contract and evidence that such personnel have been screened.

2. PROCEDURES MANUAL.

The AAA Service Provider shall use the applicable criteria set forth in the Florida Hardest-Hit Fund Elmore Document Collection Procedures Manual (the "Procedures Manual") in rendering the services under this Contract. From time to time during the term of this Contract, the procedures may be updated and provided to the AAA Service Provider by Florida Housing. The AAA Service Provider is required to apply the criteria and procedures in effect at the time in its dealings with any Applicant. As used herein, the term Procedures Manual shall mean the Procedures Manual as amended or modified from time to time during the term of this Contract.

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

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

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

Applicable federal and state laws, rules, and regulations, as well as such written directives and guidance as may be issued from time to time by Treasury with regard to the Elmore Program or HHF programs generally, shall govern both the AAA Service Provider and Florida Housing.

4. EFFECTIVE DATE AND TERM OF CONTRACT.

Upon execution by both parties, this Contract shall become effective on June 1, 2015 (Effective Date).

The term of this Contract shall be for a period of two (2) years following the Effective Date, subject to satisfactory performance of the AAA Service Provider at the sole discretion of Florida Housing. If the parties mutually agree in writing, the Contract may be renewed up to three (3) times. Each renewal shall be for an additional one-year period.

5. MODIFICATION OF CONTRACT.

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

6. COMPENSATION

The AAA Service Provider shall not be permitted to charge the Applicant for any services rendered under this Contract. All compensation will be supplied by Florida Housing under the terms of this Contract in amounts set forth below:

A rate of \$55.00 shall be paid to the AAA Service Provider for each hour that is spent in person with the homeowner assisting him or her with locating, assembling, copying, downloading or otherwise collecting the documents necessary to determine the homeowner's eligibility for the Elmore Program. This also includes time spent scanning, transmitting and reviewing these documents with the applicable Elmore Advisor Agency.

The AAA Service Provider shall invoice Florida Housing for the services provided on a monthly basis.

7. APPLICANT FILES; PRIVACY OF APPLICANT INFORMATION

- (a) Applicant Privacy: The AAA Service Provider shall maintain all documents and information received or generated in connection with any Applicant in a manner which safeguards the privacy of the Applicant's Personally Identifiable Information ("PII"). Paper documentation must be kept in secured file cabinets. Scanned or electronically stored documents must be safeguarded in a fashion that securely maintains Applicant privacy. As used in this subparagraph (a) and elsewhere in this Contract, "Personally Identifiable Information" or "PII" means information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual. PII includes Applicant names, addresses, telephone numbers, e-mail addresses, Uniform Resource Locator (URL) information regarding social networking accounts or any other Internet media, photographs or other visual depictions, audio recordings, and any other information that could be used by any means to identify, contact or locate an Applicant.
- (b) Contents of the Files: The AAA Service Provider shall maintain Applicant files containing documentation collected from the homeowner for Elmore assistance in accordance with the applicable guidelines under this Contract, as well as all compensation paid to the AAA Service Provider for services rendered in connection with this Contract; such files shall include, to the extent applicable, reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by the AAA Service Provider in connection with this Contract.

- (c) **Retaining the Files:** The AAA Service Provider must retain the files for a minimum of three (3) years from the outcome date or longer if there is an audit, investigation or litigation in progress, subject to the provisions of subparagraph 10(g)(iii) below. Additional time may also be required if other assistance programs are used with longer retention periods. It is the AAA Service Provider's responsibility to determine the proper retention period. At the time of disposal, paper files may be shredded, incinerated or buried in a public landfill, in accordance with State records retention laws and rules. For electronic records containing PII or other information that is confidential or exempt from disclosure, appropriate destruction methods include physical destruction of storage media such as by shredding, crushing, or incineration; high-level overwriting that renders the data unrecoverable; or degaussing/demagnetizing of any digital storage media or device.
- (d) **Access to the Files:** The AAA Service Provider and its employees shall allow Florida Housing, or its agent(s) and compliance monitor(s), physical access to the files and records maintained by the AAA Service Provider under this Contract during normal business hours, 9:00a.m. to 5:00p.m., Eastern Time, Monday through Friday, provided such day is not a holiday. Florida Housing shall make reasonable effort, but shall not be required, to notify the AAA Service Provider 24-hours in advance of such visit; such notice may be in the form of a phone call or an email directed to the AAA Service Provider's contract administrator as designated in this Contract.
- (e) **Files Subject to Florida's Public Records Law:** Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the AAA Service Provider 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 AAA 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 AAA 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."
- (f) **Electronic Files and Records:** The AAA Service Provider understands that its services under this Contract are subject to ongoing monitoring and review by Florida Housing or by its compliance monitors. Because of the cost, time and disruption associated with on-site audits, the parties intend that the compliance monitoring under this Contract be conducted off-site to the extent possible. The AAA Service Provider shall maintain its files and records in connection with the services

rendered under this Contract in electronic form and, upon request, shall transmit electronic copies of those files and records to Florida Housing, or to its compliance monitor(s), or to Treasury, or to its designee(s). The AAA Service Provider shall transmit electronic copies of the requested files or records to the requesting party promptly following request, but in no event later than 12:00 noon on the third (3rd) business day following the day of the request. Florida Housing reserves its rights under subparagraph 7(d) of this Contract to conduct on-site inspections of the AAA Service Provider's files and records under this Contract.

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

8. LIABILITY; INSURANCE AND FIDELITY BOND REQUIREMENTS

- (a) Florida Housing shall not be deemed to have assumed any liability for the acts, omissions, or negligence of the AAA Service Provider, its agents, its servants, or employees, and the AAA Service Provider specifically accepts responsibility for its acts, omissions or negligence and for the acts, omissions or negligence of its agents, servants or employees, and holds Florida Housing harmless from the claims of any third party which may arise due to the acts, omissions, or negligence of the AAA Service Provider or its agents, servants or employees. The AAA Service Provider further acknowledges that it is not an employee or agent of Florida Housing while performing the services contemplated by this Contract. Rather, the AAA Service Provider acknowledges that it is performing the services under this Contract as an independent contractor. The AAA Service Provider warrants and represents that it is authorized to do business in the State of Florida, and that it has and will maintain at all times during the term of this Contract all requisite licenses and permits as may be required for doing business and practicing its profession.
- (b) The AAA Service Provider specifically accepts responsibility for compliance with all applicable Florida laws, federal laws, Florida Housing rules and Florida Housing policies.
- (c) The AAA Service Provider specifically accepts responsibility for the payment of all income taxes, assessments, or contributions that may be required to be paid to any unit of government as a result of the payments paid to or by the AAA Service Provider in conjunction with the services rendered pursuant to this Contract or in connection with the AAA Service Provider's property. At no time shall the AAA Service Provider 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 AAA Service Provider 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 AAA Service Provider.
- (f) The AAA Service Provider must maintain, at its cost and expense, general liability insurance coverage on a continuous basis throughout the term of the Contract and any renewals thereof in an

amount that is appropriate to the services rendered, but not less than \$1,000,000.00, with the policy endorsed to name Florida Housing an additional insured. The AAA Service Provider shall provide Florida Housing evidence of such coverage in the form of a certificate of insurance at the inception of this Contract and thereafter from time to time as the policy is renewed and at such other times as Florida Housing may request it.

- (g) The AAA Service Provider must maintain, at its cost and expense, third-party fidelity bond coverage on a continuous basis throughout the term of the Contract and any renewals thereof in an amount appropriate to the services rendered, but not less than \$1,000,000.00, providing coverage against theft and dishonesty of the AAA Service Provider, its employees and any other personnel that it may engage in rendering services under this Contract. Florida Housing shall be named as an additional insured on the bond. The AAA Service Provider shall provide Florida Housing evidence of such coverage in the form of a certificate of insurance or such other documentation as may be customary to evidence such coverage at the inception of this Contract and thereafter from time to time as the bond is renewed and at such other times as Florida Housing may request it.

9. DEFAULT AND REMEDIES

- (a) If any of the events listed in subparagraph 9(b) (Events of Default) occur, all obligations on the part of Florida Housing to continue doing business with the AAA Service Provider or assign any future transaction to the AAA Service Provider 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 AAA Service Provider as a participant after the happening of any event listed in subparagraph 9(b) without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the AAA Service Provider in the final transaction.

- (b) Events of Default shall include, but not be limited to, the following:
- i. If any report, information, representation or material provided by the AAA Service Provider in this Contract, is inaccurate, false or misleading;
 - ii. If any warranty or representation made by the AAA Service Provider in this Contract, or any other outstanding agreement with Florida Housing, is deemed by Florida Housing to be inaccurate, false or misleading in any respect;
 - iii. If the AAA Service Provider fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;
 - iv. If, in the sole discretion of Florida Housing, the AAA Service Provider has failed to perform or complete any of the services identified in this Contract;
 - v. If the AAA Service Provider has not complied with all Florida laws, Federal laws, Florida Housing rules or Florida Housing policies applicable to the work or services to be provided under this Contract;
 - vi. If the AAA Service Provider permits or engages in discrimination against any Applicant on any prohibited basis, including, but not limited to, gender, race, religion, color, familial status, national origin, ancestry, creed, pregnancy, marital or parental status,

sexual orientation, or physical, mental, emotional or learning disability in performing any service identified in this Contract;

- vii. If the AAA Service Provider does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;
 - viii. If the AAA Service Provider commits fraud or engages in activities deemed fraudulent or misleading by Florida Housing;
 - ix. If the AAA Service Provider refuses to permit public access to any document, paper, letter, or other material subject to disclosure under Florida's Public Records Law; or
 - x. If the AAA Service Provider, or any of its staff, are listed on Florida Housing's Past Due or Non-Compliance List (available on Florida Housing's website).
 - xi. If the AAA Service Provider fails to maintain the insurance and bond coverages as required in 8. (f) and (g) above in effect at all times during the term of the Contract and any renewals thereof.
 - xii. If the AAA Service Provider for any reason is no longer the Florida Department of Elder Affairs – designated Area Agency on Aging for Planning Service Area (PSA) 9.
- (c) Upon the happening of any Events of Default listed in subparagraph 9(b) above, Florida Housing will provide written notice of the Default through first class certified mail, return receipt requested (Notice of Default), to the address set forth in paragraph 11(b) of this Contract.
- (d) Upon the happening of any Events of Default listed in subparagraph 9(b), Florida Housing may provide the AAA Service Provider a period of time to cure the Event of Default (Cure Period). If Florida Housing provides a Cure Period, Florida Housing will notify the AAA Service Provider of the length of the Cure Period in the Notice of Default.
- (e) Upon the happening of any Event of Default, or if Florida Housing provides a Cure Period and if the AAA Service Provider is unable or unwilling to cure the Event of Default within the Cure Period, Florida Housing may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude Florida Housing from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following:
- i. Florida Housing may terminate the Contract;
 - ii. Florida Housing may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;
 - iii. Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from the AAA Service Provider 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 AAA Service Provider to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the AAA Service Provider to reimburse Florida Housing for the amount of costs incurred; or

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

(f) Upon the happening of any Event of Default listed in subparagraph 9(b), liquidated damages shall be assessed in the amount of \$100 per incident.

10. TERMINATION; SURVIVAL OF OBLIGATIONS AND DUTIES OF AAA SERVICE PROVIDER UPON AND FOLLOWING TERMINATION

- (a) Florida Housing may terminate this Contract without cause and the Contract will automatically terminate on the thirtieth (30th) day after the representative of the AAA Service Provider as identified in paragraph 11(b) of this Contract receives written notice through first class certified mail, return receipt requested (Termination Notice). This Termination Notice shall be sent to the representative of the AAA Service Provider identified in paragraph 11(b) of this Contract.
- (b) Florida Housing shall unilaterally terminate this Contract on the tenth (10th) day after the representative of the AAA Service Provider as identified in paragraph 11(b) of this Contract receives the Termination Notice if the AAA Service Provider fails to comply with Florida's Public Records Law.
- (c) Florida Housing shall unilaterally terminate this Contract on the tenth (10th) day after the representative of the AAA Service Provider as identified in paragraph 11(b) of this Contract receives the Termination Notice if the AAA Service Provider fails to comply with the terms and conditions set forth ins. 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 (10th) day after the representative of the AAA Service Provider as identified in paragraph 11(b) of this Contract receives the Termination Notice.
- (e) This Contract may be terminated by either party upon thirty (30) days written notice. The Contract will automatically terminate on the thirtieth (30th) day after the representative of the party to whom the notice is directed as identified in paragraph 11 receives the Termination Notice.
- (f) Upon termination of this Contract for any reason, the AAA Service Provider shall ensure that all information kept pursuant to paragraph 7 of this Contract is transmitted to Florida Housing via the Counselor Direct or any other appropriate or necessary means specified by Florida Housing. The AAA Service Provider shall have a continuing duty to maintain the security of Applicant information and PII for the retention period of any information kept pursuant to paragraph 7 of this Contract.
- (g) Upon termination of this Contract for any reason, the AAA Service Provider shall:
- i. Immediately cease the use of any logo, slogan, sigil, service mark, trademark or any other intellectual property of Florida Housing associated with the HHF Program in any and all media produced or maintained by the AAA Service Provider;
 - ii. Immediately cease to represent any association with the HHF Program for any purpose whatsoever in any and all media produced or maintained by the AAA Service Provider; and

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

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

11. ADMINISTRATION OF CONTRACT

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

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

- (b) The primary AAA Service Provider contract administrator for this Contract is:

Jamie Estremera-Fitzgerald
Chief Executive Officer
Area Agency on Aging of Palm Beach/Treasure Coast, Inc.
4400 N. Congress Avenue
West Palm Beach, Florida 33407
Telephone: (561) 684-5885 Fax: (561) 214-8678
JEstremera@YourADRC.org
or the designated successor.

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

David Westcott
Director of Homeownership Programs
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: (850) 488-4197
Facsimile: (850) 488-9809
E-mail: david.westcott@floridahousing.org
or the designated successor.

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

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

12. CONFIDENTIALITY

- (a) Subject to the provisions of Florida's Public Records Law, as applicable to Florida Housing, all materials furnished to Florida Housing, its agents or to any Elmore Advisor Agency pursuant to this Contract are confidential and the AAA Service Provider 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 AAA Service Provider 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 AAA Service Provider is required to disclose or publish the existence or terms of this Contract pursuant to Florida's Public Records Law, then the AAA Service Provider shall notify Florida Housing in writing of such disclosure within two (2) days after receipt of the Public Records request.

13. GOVERNING LAW; VENUE; OTHER PROVISIONS

- (a) This Contract shall be construed under the laws of the State of Florida and venue for any actions arising out of this Contract shall lie in Leon County.
- (b) If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be deemed severable, but shall not invalidate any other provision of this Contract.
- (c) No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by the AAA Service Provider 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 AAA Service Provider. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.
- (d) Any power of approval or disapproval granted to Florida Housing under the terms of this Contract shall survive the terms and life of this Contract as a whole.
- (e) The Contract may be executed in any number of counterparts, any one of which may be taken as an original.

14. LOBBYING PROHIBITION

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

15. COPYRIGHT, PATENT AND TRADEMARK

- (a) If the AAA Service Provider brings to the performance of this Contract a pre-existing copyright, patent or trademark, the AAA Service Provider shall retain all rights and entitlements to that pre-existing copyright, patent or trademark unless the Contract provides otherwise.
- (b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith, the AAA Service Provider shall refer the discovery or invention to Florida Housing for a determination whether patent protection will be sought in the name of Florida Housing. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to Florida Housing. In the event that any books, manuals, films, or other copyrightable material are produced, the AAA Service Provider shall notify Florida Housing in writing. Any and all copyrights or trademarks created by or in connection with the performance under this Contract are hereby reserved to Florida Housing.
- (c) All subcontracts or other arrangements entered into by the AAA Service Provider, with prior written approval and consent of Florida Housing, for the purpose of developing or procuring copyrightable materials (e.g., audiovisuals, computer programs, software, publications, curricula, research materials or training materials, etc.) shall specifically reference and reserve Florida Housing's exclusive rights to use and exploit copyrights and licenses to the extent permitted by copyright law and Florida Statutes.

16. LEGAL AUTHORIZATION

The AAA Service Provider 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 AAA Service Provider also certifies that the undersigned possesses the authority to legally execute and bind the AAA Service Provider to the terms of this Contract.

17. PUBLIC ENTITY CRIME

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

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

18. CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

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

(c) Section 420.503(31), Fla. Stat., states:

" 'Prohibited business solicitation communication' means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

(a) A verbal communication made on the record during a public meeting;

(b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;

(c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.

(d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.

(e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business."

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

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

(f) In addition to the conflict of interest rules imposed by the Florida Statutes, and the conflicts of interest as described in subparagraph (a) above, should the AAA Service Provider 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 AAA Service Provider will provide immediate notification to Florida Housing, by phone and in writing through first class certified mail, return receipt requested (Notice of Conflict of Interest), to the Florida Housing program contact at the address set forth in subparagraph 11(d) of this Contract, within ten (10) working days. If the AAA Service Provider is found to be in non-compliance with this provision, without prior written consent from Florida Housing's Executive Director, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing.

19. TECHNICAL ASSISTANCE

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

20. FACILITIES

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

21. OTHER LANGUAGES

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

22. ANTI-DISCRIMINATION

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

23. COMPLIANCE

The AAA Service Provider agrees to comply with quality control, compliance and evaluation of the Principal Reduction Program for activities performed pursuant to the Contract.

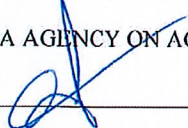
24. ENTIRE AGREEMENT: ALL PRIOR AGREEMENTS SUPERSEDED AND TERMINATED

This Contract, including any and all attachments, embodies the entire agreement of the parties with respect to its subject matter. This Contract supersedes and replaces all previous oral or written communications, representations or agreements in connection with or related to the subject matter of this Contract.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their undersigned representatives as duly authorized. Upon execution by both parties, this Contract shall be effective as of the Effective Date.

AREA AGENCY ON AGING OF PALM BEACH/TREASURE COAST, INC.

By:  _____

Name: Jaime Estremera-Fitzgerald

Title: Chief Executive Officer

FEIN: 65-0087858

Date: 5/6/2015

FLORIDA HOUSING FINANCE CORPORATION

By:  _____

Name: Stephen P. Auger

Title: Executive Director

Date: 5/11/15