

**CONTRACT FOR A  
HARDEST HIT FUND PROGRAM MANAGER  
BETWEEN  
FLORIDA HOUSING FINANCE CORPORATION  
AND  
RCL CONSULTING AND MANAGEMENT, INC.**

This Contract for Program Manager Services, #022-2016 (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, FL 32301, and RCL CONSULTING AND MANAGEMENT, INC. (Program Manager), located at 4237 Ben Boulevard, Tallahassee, Florida 32303. Upon execution by both parties, this Contract shall become effective as of September 22, 2016 (Effective Date).

RECITALS

- A. The Program Manager represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein and offers to perform those services described in Exhibit A, attached hereto and incorporated herein.
- B. Florida Housing has a need for such services and does hereby accept the offer of the Program Manager upon the terms and conditions outlined in this Contract.
- C. Florida Housing has the authority pursuant to Florida Law to direct disbursement of funds for compensation to the Program Manager under the terms and provisions of this Contract.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. ATTACHMENTS

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

- Exhibit A, Scope of Work
- Exhibit B, Compensation
- Exhibit C, Bi-weekly Status Report Template

B. ENGAGEMENT OF THE PROGRAM MANAGER

The Program Manager agrees to provide Program Management Services in accordance with the terms and conditions hereinafter set forth. The Program Manager

agrees to perform the services set forth in Exhibit A, and as otherwise stated in this Contract. The Program Manager understands and agrees that all services under this Contract are to be performed solely by the Program Manager, and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing.

C. TERM OF CONTRACT

The initial term of this Contract shall be for one year from September 22, 2016.

D. 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.

E. FEES/COSTS

The Program Manager shall be compensated as described in Exhibit B attached hereto. If the Program Manager is found to be in non-compliance with Florida laws, Federal laws, Florida Housing rules or Florida Housing policies governing its duties hereunder, or fails to perform its duties hereunder, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing.

F. LIABILITY: INDEPENDENT CONTRACTOR; COMPLIANCE WITH LAWS

1. Florida Housing shall not be deemed to have assumed any liability for the acts, omissions, or negligence of the Program Manager, its agents, its servants, or employees, and the Program Manager specifically accepts responsibility for its acts, omissions or negligence and for the acts, omissions or negligence of its agents, servants or employees, and shall defend and hold Florida Housing harmless from and against the claims of any party arising out of or claimed to arise out of any such acts, omissions, or negligence.

2. This Contract is executed on behalf of Florida Housing by the signatory only in his or her designated capacity as representative and on behalf of Florida Housing. Such individual shall neither have nor incur any individual or personal responsibility or liability under this Contract as a result of such execution.

3. Nothing herein shall be construed as a waiver of sovereign immunity by Florida Housing; it being the intent to reserve all such rights and immunities to the fullest extent of the law.

4. The Program Manager, together with its agents, suppliers, subcontractors, officers, and employees, shall have and always retain under this Contract the legal status of an independent contractor, and in no manner shall they be deemed

employees of Florida Housing or deemed to be entitled to any benefits associated with such employment. During the term of this Contract, the Program Manager shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law. The Program Manager remains responsible for all applicable federal, state, and local taxes, and all FICA contributions.

5. The Program Manager shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State and local agencies having jurisdiction and authority. In addition, and by way of non-exhaustive example, the Program Manager shall comply with Florida Housing policies while on Florida Housing premises and in the conduct of its business with Florida Housing personnel.

6. The Program Manager specifically accepts responsibility for payment of all taxes, assessments, or contributions that may be required to be paid to any unit of government as a result of the payments being paid to or by the Program Manager, if any, in conjunction with the services rendered pursuant to this Contract. At no time shall the Program Manager make any commitments for or incur any charges or expenses for, or in the name of, Florida Housing.

7. The Program Manager 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 Program Manager.

#### G. DEFAULT AND REMEDIES

1. If any of the events listed in subparagraph (b) of this section occur, all obligations on the part of Florida Housing to continue doing business with the Program Manager or assign any future transaction to the Program Manager 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 Program Manager after the occurrence of any event listed in subparagraph 2. of this section without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the Program Manager in the transaction or any future transaction.

2. The Events of Default shall include, but not be limited to, the following:

a. If any report, information or representation provided by the Program Manager in this Contract is inaccurate, false or misleading in any respect;

b. If any warranty or representation made by the Program Manager 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;

c. If the Program Manager 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;

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

e. If the Program Manager has not complied with all Florida laws, federal laws, Florida Housing rules or Florida Housing policies applicable to the work;

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

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

h. If the Program Manager commits fraud in the performance of its obligations under this Contract; or

i. If the Program Manager refuses to permit public access to any document, paper, letter, computer files, or other material subject to disclosure under Florida's Public Records Law.

Upon the happening of any Event of Default listed in subparagraph 2. above, Florida Housing will provide written notice of the Default detailing the grounds that constitute the Event of Default (Notice of Default), delivered by courier service or electronic mail to the address set forth in Section J, Administration of Contract, herein.

3. Upon the happening of any Event of Default listed in subparagraph 2. above, Florida Housing may provide the Program Manager a reasonable period of time to cure the Event of Default (Cure Period). If Florida Housing provides a Cure Period, Florida Housing will notify the Program Manager of the length of the Cure Period in the Notice of Default.

4. If Florida Housing provides a Cure Period and if the Program Manager 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:

a. Florida Housing may terminate the Contract on the tenth (10<sup>th</sup>) day after the Program Manager receives the Notice of Default or upon the conclusion of any applicable Cure Period, whichever is later;

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

c. Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from the Program Manager 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 Program Manager to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Program Manager to reimburse Florida Housing for the amount of costs incurred; or

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

#### H. TERMINATION

1. Florida Housing may terminate the contract, without cause, at any time upon ten (10) days written notice delivered by courier service or electronic mail to the Program Manager at the address set forth in Section J, Administration of Contract, herein.

2. The Program Manager may terminate this Contract, without cause, at any time upon thirty (30) days written notice delivered by courier service or electronic mail to Florida Housing at the physical or electronic address, as applicable, set forth in Section J, Administration of Contract, herein.

#### I. ADMINISTRATION OF CONTRACT

1. The Florida Housing contract manager for this Contract is:

Contracts Manager  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: 850.488.4197  
Fax: 850.414.6548  
E-mail: [Contracts.Manager@floridahousing.org](mailto:Contracts.Manager@floridahousing.org)

2. The Florida Housing program contact for Hardest Hit Fund issues 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  
E-mail: David.Westcott@floridahousing.org  
**or the designated successor.**

3. The Program Manager contract manager for this Contract is:

Lainie Lowery  
President  
RCL Consulting and Management, Inc.  
4237 Ben Boulevard  
Tallahassee, Florida 32303  
E-mail: RCLConsultingInc@aol.com  
**or the designated successor.**

4. All written approvals referenced in this Contract shall be obtained from the parties' contract manager or their respective designees.

5. All notices shall be given to the parties' contract manager.

**J. PUBLIC RECORDS; CONFIDENTIALITY; COPYRIGHT, PATENT, TRADEMARK; FILES**

1. Public Records

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 Program Manager 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 Program Manager 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 Program Manager 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.”

**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**

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

2. Confidentiality

a. If the Program Manager asserts that any information or materials intended to be delivered or provided under this Contract constitute a trade secret, or are otherwise confidential or exempt from the public records disclosure requirements of Florida’s Public Records Law, such assertion must be made prior to submitting them to Florida Housing.

b. It is the Program Manager’s obligation and responsibility to maintain the secrecy of trade secrets and the confidentiality of other confidential information by adequately marking such materials as confidential or exempt before forwarding such information or materials to Florida Housing.

c. In the case of work product furnished to Florida Housing pursuant to this Contract that is confidential, the Program Manager 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.

d. Working papers, copies, internal documents, procedures, methods and related materials considered confidential and/or proprietary shall be treated as confidential and/or proprietary and shall not be revealed or discussed 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.

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

3. Copyright, Patent and Trademark

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

b. If any discovery or invention arises or is developed in the course of or as a direct result of work or services performed under this Contract, the Program Manager 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 Program Manager shall notify Florida Housing in writing. Any and all copyrights or trademarks created by or in direct connection with the performance under this Contract are hereby reserved to Florida Housing.

c. All subcontracts or other arrangements entered into, by the Program Manager, 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.

4. Files

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

b. Retaining the Files: The Program Manager shall maintain these files for five (5) years after the fiscal year in which the files become inactive, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the aforementioned five (5) year period and extends beyond the expiration of the five (5) year period, these files



will be retained until all litigation, claims, or audit findings involving the files have been resolved.

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

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

#### K. OTHER PROVISIONS

1. 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.

2. No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by the Program Manager 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 Program Manager. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.

3. 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.

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

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

#### L. PERSONALLY IDENTIFIABLE INFORMATION (PII); SECURITY

1. If the Consultant or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Contract, the Consultant shall provide for the security of such PII, in a form acceptable to Florida Housing, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. The Consultant shall take full responsibility for the security of all data in its possession or in the possession of its subcontractors, and shall hold Florida Housing harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.

2. The Consultant agrees to maintain written policies and procedures for PII and/or data classification. This plan must include disciplinary processes for employees that violate these guidelines.

3. The Consultant agrees at all times to maintain reasonable network security that, at a minimum, includes: network firewall.

4. The Consultant agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up-to-date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, Common Vulnerabilities and Exposures (CVE) database, etc.) The Consultant agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.

5. The Consultant agrees that any and all transmission or exchange of system application data with Florida Housing and/or any other parties shall take place via secure Advanced Encryption Standards (AES), e.g. HTTPS, FTPS, SFTP or equivalent means. All data stored as a part of backup and recovery processes shall be encrypted, using AES.

6. In the event of a breach of PII or other sensitive data, the Consultant must abide by provisions set forth in section 501.171, Fla. Stat. Additionally, the Consultant must immediately notify Florida Housing in writing of the breach and any actions taken in response to such a breach. As the information becomes available the statement must include, at a minimum, the date(s) and number of records affected by unauthorized access, distribution, use, modification or disclosure of PII; the Consultant's corrective action plan; and the timelines associated with the corrective action plan.

#### M. 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 Program Manager further acknowledges that it has not retained the services of any lobbyist or consultant to assist in the procurement and negotiation of this Contract.

#### N. LEGAL AUTHORIZATION

The Program Manager 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 Program Manager also certifies that the undersigned possesses the authority to legally execute and bind the Program Manager

to the terms of this Contract.

O. PUBLIC ENTITY CRIME

Pursuant to Section 287.133(2)(a), Fla. Stat.: “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

Any contract in violation of this provision shall be null and void.

P. CONFLICTS OF INTEREST

1. Section 420.503(32), 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.

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

3. In addition to the conflict of interest rules imposed by the Florida Statutes, should the Program Manager 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 Program Manager will provide notification to Florida Housing, through first class certified mail, return receipt requested (Notice of Conflict of Interest), to the address and individual set forth in Section J, Administration of Contract herein, within ten (10) working days. If Florida Housing, in its sole discretion, finds the Program Manager to be in non-compliance with this provision, without prior written consent from Florida Housing's Executive Director, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing and all obligations on the part of Florida Housing to continue doing business with the Program Manager or assign any future transaction to the Program Manager shall, if Florida Housing so elects, terminate.

Q. ENTIRE AGREEMENT

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

R. SEVERABILITY

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

IN WITNESS WHEREOF, the parties have executed this Contract Number 022-2016, each through a duly authorized representative, effective on September 22, 2016.

RCL CONSULTING AND MANAGEMENT, INC.

By: 

Name/Title: Laine Lowery / President

Date: 8/15/2016

FEIN: 03-0450760

FLORIDA HOUSING FINANCE CORPORATION

By: 

Stephen P. Auger, Executive Director

Date: 8/16/16

## EXHIBIT A

### SCOPE OF WORK

#### A. SERVICES PROVIDED BY THE PROGRAM MANGER

The Program Manager shall perform administrative activities, which involve independent planning, administrative objectives, and priorities as related to the Hardest-Hit Fund (HHF) Program. Over the term of this Contract, these activities shall include, but not be limited to the following:

1. Assist in the development of HHF guidelines and procedures for Florida's HHF programs as well as other materials for the implementation and administration of the program with the assistance of both the Director and Assistant Director of Homeownership Programs.
2. In conjunction with the development of procedures and guidelines, the Program Manager must also help conduct trainings and participate in conferences, workshops, seminars, and similar activities relevant to the assigned area of functional responsibility. This shall include developing training materials, utilizing training equipment, and conducting trainings for both advisor agencies and underwriters on Florida's specific Hardest-Hit Fund programs.
3. Maintain a working knowledge of the data bases used by Florida applicants, advisors and underwriters, including the ability to create specific reports in the Florida-specific CounselorDirect system.
4. Assist in developing and reviewing Statements of Work for any upgrades or enhancements needed in CounselorDirect for all Florida-specific HHF programs.
5. Coordinate the implementation of new mortgage loan servicers (servicers) for all applicable Florida-specific HHF programs including execution of the Participation Agreement, training new servicers on all programs, assisting with the electronic file transfer and coordinating the monthly payments.
6. Utilize the common data file for all loan level information provided to and from the servicers for all Florida-specific HHF programs.
7. Prepare all funding disbursements to servicers for all Florida-specific HHF programs.
8. Utilize Sharefile and SFTP for all secure transfers between FHFC and the servicers.
9. Provide technical assistance on the HHF to all stakeholders including servicers, advisor agencies, local governments, and the general public.

10. Distribute HHF information to interested persons, while consulting with compliance monitors and attorneys as needed.

11. Maintain and reconciling the HHF expenditures for all Florida-specific HHF programs including disbursements and administrative expenditures.

12. Coordinate the development, processing, and reconciliation of quarterly performance reports for all Florida-specific HHF programs. The Program Manager shall create these reports using the CounserlorDirect system and, after approval, submit them to the U.S. Treasury.

13. Assist the Assistant Director and Director of Homeownership Programs and the Communications staff in the development and implementation of marketing initiatives for the HHF.

14. Assist staff of Quality Assurance, HHF Compliance and the Inspector General's Office in monitoring compliance with Hardest-Hit Fund requirements.

15. Assist the Assistant Director and, the Director of Homeownership Programs and Legal Staff in any appeals or challenges received in relation to the HHF.

16. Perform special assignments, research and report preparation in relation to all Florida-specific HHF programs as assigned.

Florida Housing shall communicate clear guidelines and deadlines for tasks assigned to the Program Manager during the Contract term.

#### B. REPORTING

Bi-weekly status reports shall include summaries of all current and completed activities of the Program Manager and shall be submitted in conjunction with the Program Manager's bi-weekly invoice, in the format attached as Exhibit C, Bi-weekly Status Report Template.

The bi-weekly status report shall be submitted no later than 5:00 p.m., Eastern Time, Friday of every other week.

#### C. MONITORING

At a minimum, Florida Housing will evaluate and monitor the Program Manager's performance on a bi-weekly basis through the Program Manager's participation in meetings; provision of service requirements as outlined in this Contract; and through desktop review of the bi-weekly status reports.

**D. PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES**

Florida Housing reserves the right to impose liquidated damages upon the Program Manager for failure to comply with the performance standards set forth below:

<b>Performance Standard Requirement</b>	<b>Liquidated Damages To Be Imposed</b>
The Vendor shall submit bi-weekly status reports to Florida Housing no later than Friday by 5:00 p.m., Eastern Time, as described in Section B., Reporting.	Florida Housing may impose \$25.00 per day for each calendar day that the bi-weekly status report is overdue until the bi-weekly status report is received.

Florida Housing will monitor the Program Manager's performance for all other tasks assigned to the Program Manager in accordance with the monitoring requirements of the Contract and may determine the level of sanction based upon an evaluation of the severity of the deficiency. Failure by the Program Manager to meet the established minimum performance standards may result in Florida Housing finding the Program Manger to be out of compliance, and all remedies shall become available to Florida Housing. Florida Housing reserves the right to impose up to a one percent (1%) reduction of the invoice amount for each incident in which the Program Manager has failed to perform or meet a deadline, not to exceed five percent (5%).

**E. ADDITIONAL EMPLOYMENT OPPORTUNITIES**

The Program Manager is free to be employed by other companies with the prior written approval of Florida Housing, which approval shall not be unreasonably withheld.



## **EXHIBIT B COMPENSATION**

In order to perform the duties outlined in Exhibit A, the Program Manager shall use its discretion in performing services under the terms of this Contract, including setting its hours of operation. The Program Manager is expected to be present at Florida Housing during the Corporation's normal business hours and must be present at the time(s) and date(s) requested by Florida Housing, when necessary.

Compensation shall not exceed a total of \$92,560.00 during the term of this one (1) year contract. Payment shall be made on a bi-weekly basis, within ten (10) days of receipt of an approved invoice.

Invoices shall be made in detail sufficient for proper preaudit and postaudit thereof. Any invoices for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat., and Florida Housing's travel policy.

**EXHIBIT C**  
**BI-WEEKLY STATUS REPORT TEMPLATE**

TIME PERIOD FROM: \_\_\_\_\_ TO: \_\_\_\_\_

<b>Task Completed (Yes, No, or N/A)</b>	
<b>Weekly Tasks</b>	
	Coordinated the implementation of new servicers including execution of the Participation Agreement, training new servicers on all programs, assisting with the electronic file transfer and coordinating the monthly payments.
	Utilized the common data file for all loan level information provided to and from the servicers.
	Prepared all funding disbursements to servicers for all five (5) programs.
	Provided technical assistance on the Hardest-Hit Fund to all stakeholders including mortgage servicers, housing counseling agencies, local governments, and the general public. Distributed Hardest-Hit Fund information to interested persons.
<b>Monthly Tasks</b>	
	Maintained and reconciled the Hardest-Hit Fund expenditures including program disbursements and administrative expenditures.
<b>Quarterly Tasks</b>	
	Reconciled quarterly performance reports for the Hardest-Hit Fund created using the CounselorDirect system that are submitted to the US Treasury.
<b>Misc. Tasks (Detail Below)</b>	
	Assisted in the development of Hardest-Hit Fund guidelines and procedures.
	Developed procedures and guidelines.
	Participated in conferences, workshops, seminars, and similar activities relevant to the assigned area of functional responsibility.
	Assisted in developing and reviewing Statements of Work for any upgrades or enhancements needed for all programs.

Bi-Weekly Activities Accomplished:

Plans for upcoming period:

Important Issues/Project Barriers:

Action Items:

Upcoming Major Activities: