

CONFIDENTIALITY AGREEMENT
HOUSING ASSISTANCE FUND

This Confidentiality Agreement ("Agreement") is effective this 1st day of September, 2021 (the "Effective Date"), between the Florida Housing Finance Corporation ("FHFC") and the Florida Department of Economic Opportunity ("DEO").

WHEREAS, DEO administers the Homeowner Assistance Fund ("HAF") to mitigate financial hardships associated with the COVID-19 pandemic by preventing homeowners' mortgage delinquencies, defaults, foreclosures, loss of utilities, home energy services, and displacement; and,

WHEREAS, FHFC possesses certain personal and financial information regarding borrowers and financing recipients in connection with its own homeownership financing programs ("Borrower Data"); and,

WHEREAS, this Borrower Data may include items that are confidential and exempt from public disclosure under Chapter 119, Florida Statutes, and other state or federal laws, rules or regulations; and,

WHEREAS, the parties desire to share certain Borrower Data to facilitate the administration of the HAF program and to more efficiently reach and aid homeowners affected by COVID-19 and in need of assistance.

NOW, THEREFORE, in consideration of the foregoing, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. "Confidential Information" means for the purposes of this Agreement any financial information or Personally Identifiable Information (PII) pertaining to any natural person that has participated as a borrower or recipient of funds in any FHFC homeownership financing program, which is designated confidential or exempt under Chapter 119, Florida Statutes and other applicable state and federal laws, rules and regulations.
2. DEO shall have the obligation and responsibility to maintain the security and secrecy of any Confidential Information included within any Borrower Data provided to DEO by FHFC in connection with this Agreement, and in accordance with Chapter 119, Florida Statutes, and other applicable state and federal laws, rules and regulations.
3. DEO agrees to maintain written policies and procedures for the security, secrecy, retention, and disposal of any Confidential Information included within any Borrower Data provided to DEO by FHFC in connection with this Agreement.

4. FHFC agrees to provide DEO with available Borrower Data that FHFC deems relevant and necessary to reach and aid homeowners in need of assistance, upon the execution and Effective Date of this Agreement.

5. This agreement shall terminate upon the cessation of the HAF program by DEO, or may be terminated after ten (10) days notice by either party for any cause.

IN WITNESS WHEREOF, each party has executed this Confidentiality Agreement as of the Effective Date.

Florida Housing Finance Corporation

By: 

Name: Hugh R. Brown

Title: General Counsel

Date: 9-1-21

Department of Economic Opportunity

By: 

Name: Tom Thomas

Title: General Counsel

Date: September 1, 2021