

**CONTRACT FOR  
HHF ADVISOR SERVICES FOR THE HFA HARDEST HIT FUND UNEMPLOYMENT  
MORTGAGE ASSISTANCE PROGRAM AND MORTGAGE LOAN  
REINSTATEMENT PROGRAM  
BETWEEN  
FLORIDA HOUSING FINANCE CORPORATION  
AND  
BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY**

This Contract for Hardest Hit Fund (HHF) Advisor Services for the HFA Hardest Hit Fund Unemployment Mortgage Assistance Program (UMAP) and Mortgage Loan Reinstatement Program (MLRP) #2010-07-02-095 (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 BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY a political subdivision of the State of Florida, (HHF Advisor) located at 96135 Nassau Place, Suite 1, Yulee, Florida 32097. This Contract shall become effective upon the date the last party signs the Contract (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 that address the unique issues of our state. Treasury requires that Florida use a portion of these funds specifically for targeted unemployment programs that provide temporary assistance to eligible homeowners. These targeted unemployment programs are as follows:

- Unemployment Mortgage Assistance Program (UMAP) will provide up to 18 months of payments to the mortgage lender to assist unemployed/underemployed borrowers with their first mortgage until they can resume payments on their own.
- Mortgage Loan Reinstatement Program (MLRP) will be used to bring a delinquent mortgage current for a homeowner who has returned to work or recovered from underemployment.

The UMAP and the MLRP are referred to collectively as the "Unemployment Programs."

As used herein, the term "Applicant" means the borrower (including any co-borrower) under a mortgage loan who applies for assistance under the Unemployment Programs.

The HHF Advisor 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. These services shall be known as "Contractor and professional services" and shall include, but not limited to, the provision of advice and assistance to Florida Housing in the following areas:

- Applicant intake;

- Determination of the Applicant's eligibility for assistance under UMAP and/or MLRP;
- Continuing case management of Applicants assisted with UMAP/MLRP; and
- Reporting activities.

Florida Housing has a need for such services and does hereby accept the offer of the HHF Advisor upon the terms and conditions outlined in this Contract.

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

NOW, THEREFORE, the parties agree as follows:

1. RECORDKEEPING

The HHF Advisor must use Counselor Direct, the client management software available at [www.FLhardesthithelp.org](http://www.FLhardesthithelp.org) to provide the required data elements under the Contract

2. ENGAGEMENT OF THE HHF ADVISOR

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

The HHF Advisor shall use the applicable criteria set forth in the Advisor Hardest Hit Fund Procedure Manual dated February 2011, a copy of which is attached hereto and incorporated herein by reference, to determine the Applicant's eligibility for UMAP and MLRP assistance. These criteria have already been modified based on lessons learned during the pilot program and it is anticipated that further modifications may be necessary. Updated procedures will be made available to the HHF Advisor in the Counselor Direct system. The HHF Advisor is required to apply the eligibility criteria in effect at the time the eligibility determination is made for an Applicant.

References herein to this Contract shall be deemed to include the attached manual, as same be modified from time to time during the term hereof.

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

The Mutual Understandings 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 Unemployment Programs, shall govern both the HHF Advisor and Florida Housing.

4. EFFECTIVE DATE AND TERM OF AGREEMENT

This Contract shall begin upon the date the last party signs the Contract (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 HHF Advisor 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 AGREEMENT

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

6. COMPENSATION

The HHF Advisor will not be permitted to charge the borrower for any services rendered. All compensation will be supplied by Florida Housing and the HFA Hardest Hit Fund in amounts set forth below:

- Determination of eligibility for UMAP/MLRP - \$250 per Applicant
- Closing - \$100
- Monthly case management - \$75 per month per Applicant
- Initial one-time start-up payment of \$2,400, upon execution of the contract.

7. FILES

The HHF Advisor 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 information. 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.

(a) Contents of the Files: The HHF Advisor shall maintain Applicant files containing documentation sufficient to verify an Applicant's eligibility (or ineligibility) for UMAP and/or MLRP assistance in accordance with the applicable eligibility guidelines under this Contract, as well as all compensation paid to the HHF Advisor for services rendered in connection with this Contract; such files shall include reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by the HHF Advisor in connection with

this Contract.

(b) Retaining the Files: The HHF Advisor 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. Additional time may also be required if other assistance programs are used with longer retention periods. It is the HHF Advisor'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 laws and rules. For electronic records containing 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.

(c) Access to the Files: The HHF Advisor 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 HHF Advisor under this Contract during normal business hours, 9:00 a.m. to 5:00 p.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 HHF Advisor 24-hours in advance of such visit; such notice may be in the form of a phone call or an email directed to the HHF Advisor's contract administrator as designated in this Contract.

(d) Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the HHF Advisor 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 HHF Advisor represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

(e) Electronic Files and Records: The HHF Advisor 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 HHF Advisor 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 HHF Advisor 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 next business day following the day of the request. Florida Housing reserves its rights under Section 7. (c) of this Contract to conduct on-site inspections of the HHF Advisor's files and records under this Contract.

## 8. LIABILITY

(a) Florida Housing shall not be deemed to have assumed any liability for the acts, omissions, or negligence of the HHF Advisor, its agents, its servants, or employees, and the HHF Advisor 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 HHF Advisor or its agents, servants or employees. The HHF Advisor further acknowledges that it is not an employee or agent of Florida Housing while performing the services contemplated by this Contract. Rather, the HHF Advisor acknowledges that it is performing the services under this Contract as an independent contractor. The HHF Advisor 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 HHF Advisor specifically accepts responsibility for compliance with all applicable Florida laws, federal laws, Florida Housing rules and Florida Housing policies.

(c) The HHF Advisor 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 HHF Advisor in conjunction with the services rendered pursuant to this Contract or in connection with the HHF Advisor's property. At no time shall the HHF Advisor 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 HHF Advisor 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 HHF Advisor.

(f) The HHF Advisor must maintain professional liability insurance throughout the term of the Contract in an amount that is standard for the industry, but not less than \$100,000.

## 9. DEFAULT AND REMEDIES

(a) If any of the events listed in subparagraph (b) (Events of Default) occur, all obligations on the part of Florida Housing to continue doing business with the HHF Advisor or assign any future transaction to the HHF Advisor 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 HHF Advisor as a participant after the happening of any event listed in subparagraph (b) without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the HHF Advisor 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 HHF Advisor in this Contract, is inaccurate, false or misleading;

- ii. If any warranty or representation made by the HHF Advisor 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 HHF Advisor 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 HHF Advisor has failed to perform or complete any of the services identified in this Contract;
- v. If the HHF Advisor 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 HHF Advisor 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 HHF Advisor does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;
- viii. If the HHF Advisor commits fraud or engages in activities deemed fraudulent or misleading by Florida Housing;
- ix. If the HHF Advisor 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 HHF Advisor, or any of its staff, are listed on Florida Housing's Past Due or Non-Compliance List (available on Florida Housing's website).

(c) Upon the happening of any Events of Default listed in subparagraph (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 Section 11 herein.

(d) Upon the happening of any Events of Default listed in subparagraph (b), Florida Housing may provide the HHF Advisor a period of time to cure the Event of Default (Cure Period). If Florida Housing provides a Cure Period, Florida Housing will notify the HHF Advisor 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 HHF Advisor 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 HHF Advisor 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 HHF Advisor to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the HHF Advisor 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.

## 10. TERMINATION

(a) Florida Housing may terminate this Contract without cause and the Contract will automatically terminate on the tenth (10<sup>th</sup>) day after the representative of the HHF Advisor as identified in Section 11 receives written notice through first class certified mail, return receipt requested (Termination Notice). This Termination Notice shall be sent to the representative of the HHF Advisor identified in Section 11 herein.

(b) Florida Housing shall unilaterally terminate this Contract on the tenth (10<sup>th</sup>) day after the representative of the HHF Advisor as identified in Section 11 receives the Termination Notice if the HHF Advisor fails to comply with Florida's Public Records Law.

(c) Florida Housing shall unilaterally terminate this Contract on the tenth (10<sup>th</sup>) day after the representative of the HHF Advisor as identified in Section 11 receives the Termination Notice if the HHF Advisor fails to comply with the terms and conditions set forth in s. 420.512(5), Fla. Stat.

(d) Florida Housing may terminate the Contract for cause, including, but not limited to, the Events of Default contained in this Contract. The Contract will automatically terminate on the tenth (10<sup>th</sup>) day after the representative of the HHF Advisor as identified in Section 11 receives the Termination Notice.

(e) This Contract may be terminated by either party upon ten (10) days written notice. The Contract will automatically terminate on the tenth (10<sup>th</sup>) day after all the parties consent in writing to the Termination Notice.

11. ADMINISTRATION OF CONTRACT

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

Sherry Green  
Contracts Administrator  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: (850) 488-4197  
Facsimile: (850) 414-6548  
E-mail: [sherry.green@floridahousing.org](mailto:sherry.green@floridahousing.org)  
**or the designated successor.**

(b) The primary HHF Advisor contract administrator for this Contract is:

Shanea Jones, Office of Management & Budget Director  
Nassau County Board of County Commissioners  
96135 Nassau Place, Suite 2  
Yulee, FL 32097  
Phone: 904-491-7370  
Facsimile 904-321-5917  
Cellular: 904-557-4232  
E-mail: [sjones@nassaucoutyfl.com](mailto:sjones@nassaucoutyfl.com)  
**or the designated successor.**

(c) If applicable, the additional HHF Advisor contract administrator for this Contract is:

N/A

(e) 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.**

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

(g) All notices shall be given to the parties' respective contract administrators or their respective designees.

## 12. CONFIDENTIALITY

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

## 13. 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 HHF Advisor 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 HHF Advisor. 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 HHF Advisor 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 HHF Advisor brings to the performance of this Contract a pre-existing copyright, patent or trademark, the HHF Advisor 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 HHF Advisor 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 HHF Advisor 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 HHF Advisor, 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 HHF Advisor 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 HHF Advisor also certifies that the undersigned possesses the authority to legally execute and bind the HHF Advisor 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) Pursuant to Section 420.512(5), Fla. Stat.:

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

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

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

(c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of

Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider's application to provide services to the corporation, whichever period is shorter.

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

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

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

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

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

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

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

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

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

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

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

(d) The HHF Advisor 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.

(e) In addition to the conflict of interest rules imposed by the Florida Statutes, should the HHF Advisor 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 HHF Advisor will provide notification to Florida Housing, through first class certified mail, return receipt requested (Notice of Conflict of Interest), to the address set forth in Section 11 herein, within ten (10) working days. If the HHF Advisor 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 HHF Advisor 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 HHF Advisor 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 HHF Advisor renders the services contemplated under this Contract.

20. FACILITIES

The facilities and premises used by the HHF Advisor 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 HHF Advisor must be prepared to communicate with non-English speaking Applicants in providing the services contemplated under this Contract. To that end, the HHF Advisor 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 HHF Advisor 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

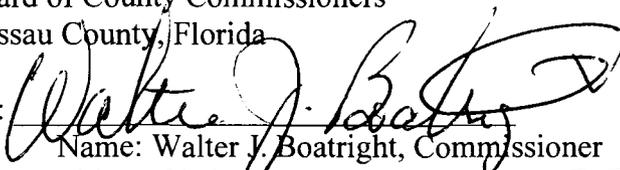
The HHF Advisor agrees to comply with quality control, compliance and evaluation of the Unemployment Mortgage Assistance Program and Mortgage Loan Reinstatement Program for activities performed pursuant to the Contract.

24. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their undersigned representatives as duly authorized.

Board of County Commissioners  
Nassau County, Florida

By: 

Name: Walter J. Boatright, Commissioner  
Title: Chairman

  
**ATTEST AS TO CHAIRMAN'S  
SIGNATURE ONLY**

FEIN: 59-1863042

DATE: February 28, 2011

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name: ~~Stephen P. Auger~~  
Title: ~~Executive Director~~

DATE: 3/15/11

*gsk*  
*3/7/11*  
*ss*  
*3/7/11*

## Exhibit A

### History

In January 2010, US Treasury (Treasury) created the "Housing Finance Agency (HFA) Innovation Fund for the Hardest-Hit Housing Markets" (HFA Hardest-Hit Fund) and allocated funds under the Emergency Economic Stabilization Act of 2008 (EESA) to five states: Arizona, California, Florida, Michigan and Nevada. The funds were allocated to these states because of their excessive housing market depreciation and to assist in foreclosure prevention efforts. In March 2010, Treasury allocated a second disbursement of \$600 million to an additional five state HFAs based on high unemployment rates. On August 11, US Treasury again expanded the HFA Hardest-Hit Fund to include a total of 18 states and the District of Columbia, and added an additional \$2 billion. Florida received another allocation of funds, \$236.8 million, from the third round of funding, which added to the initial allocation of \$418 million, this brought Florida's total funding to \$656.8 million. Finally, on September 29, 2010, Treasury announced a fourth round of funding, awarding Florida an additional \$401 million, bringing Florida's total award amount to over \$1 billion.

Florida Housing Finance Corporation (Florida Housing) was directed by Treasury to create and administer foreclosure prevention assistance programs that address the unique issues of our state. Treasury requires that Florida use a portion of these funds specifically for targeted unemployment programs that provide temporary assistance to eligible homeowners.

Florida Housing's two programs under the HFA Hardest Hit Funds are:

### **Unemployment Mortgage Assistance Program (UMAP)**

Loan funds can be used to pay monthly mortgage and escrowed mortgage-related expenses (i.e., property taxes, homeowner insurance, and mortgage insurance) until the homeowner can resume payments or for up to 18 months whichever occurs first.

#### *Population to be served:*

Homeowners (borrower and co-borrower), through no fault of their own, who are currently unemployed or underemployed. Homeowner must meet eligibility and program underwriting guidelines and must complete a hardship affidavit.

#### *Use of funds:*

Pay the monthly first mortgage payment.

### **Mortgage Loan Reinstatement Payment Program (MLRP)**

Loan funds can be used to bring the past-due first mortgage current; up to six months will be paid.

*Population to be served:*

Homeowners (borrower and co-borrower), through no fault of their own, who were unemployed or underemployed. Verification that homeowners will be able to make their payments will be required. Homeowner must meet eligibility and program underwriting guidelines and must complete a hardship affidavit.

*Use of funds:*

MLRP funds will be used to bring a delinquent mortgage current for a homeowner who has returned to work or recovered from underemployment and can now resume the monthly mortgage payment(s) based on his/her new income. This type of assistance is appropriate when the homeowner needs help only to bring the mortgage and/or mortgage-related expenses current.

**Assistance Will Be Provided in the Form of a Loan**

A maximum of \$35,000 is available to eligible homeowners. A homeowner can receive both UMAP and MLRP funds as long as the total payments combined are not greater than \$35,000.

The funds are used to pay the monthly first mortgage payment or the first mortgage arrearage and will be disbursed by Florida Housing directly to the loan servicer on behalf of the homeowner.

The funds will be in the form of a 0% interest, non-recourse, and deferred-payment forgivable loan which will subordinate to current mortgages.

The loan will be forgiven over a 5 year period starting at month 24, at a rate of 20% per year provided the homeowner remains in the home.

The loan must be paid back if the home is sold, refinanced, or is no longer owner occupied prior to the maturity date. Florida Housing will agree to subordinate the UMAP/MLRP Loan for homeowners who refinance their first mortgage to receive more favorable loan terms. If a homeowner refinances their loan to consolidate debt or receives cash out, the homeowner would be required to repay the UMAP/MLRP Loan according to the loan terms.

Definitions –

PITI – Principal, Interest, Taxes and Insurance

PITIA – PITI + Homeowner Association Dues

**Eligibility Determinations**

If the HHF Advisor believes that the homeowner may be eligible for the Unemployment Mortgage Assistance Program and Mortgage Loan Reinstatement Program, the Advisor will be required to verify that all information entered into CounselorDirect, by the homeowner, is

accurate. The Advisor will be required to gather and assemble the following information, if applicable to the homeowner's specific situation, which will be used to make eligibility determinations:

The eligibility determinations can be broken down into three separate areas. There are specific criteria related to the homeowner, the property and the mortgage.

Unless otherwise noted, all documentation used to determine eligibility must be uploaded into the CounselorDirect system. Each document must be uploaded separately; with the exception of items of the same type (i.e. pay stubs can be placed in the same file, bank statements for each account at a financial institution can be uploaded together). Files must be named accordingly.

### ***Eligibility Determination – Homeowner***

1. Is the client a Legal US resident/Legal Alien?
  - a. The Advisor will need to confirm legal residency status of a homeowner requesting assistance. Appropriate documentation includes a social security card or an INS green card. A copy of the document does not need to be uploaded into the CounselorDirect System.
  
2. Is the client a Florida resident?
  - a. The Advisor will need to confirm identity and residency status of a homeowner requesting assistance. Confirm homeowner identity using photo identification from a government agency (e.g. Florida Driver's License or Photo Identification Card) or employer (e.g. Employee Identification Card). A copy of the document does not need to be uploaded into the CounselorDirect System.
  
3. Does the client occupy the property as their primary residence?
  - a. Proof of Homestead will suffice to ensure the property is the primary residence.
  
4. Is the total household income below 140% AMI adjusted for household size?
  - a. Income from the borrower, co-borrower, borrower's spouse, and other adult household members must be included in the calculation of total household income. The unearned income (e.g. Social Security) of minor children will be counted in the calculation of total household income. The earned income of all minor household members is excluded from total household income. If there is a co-borrower that is not residing in the home currently their income will also need to be included.
    - i. Income documentation for a homeowner who receives a salary or wage
      1. Copies the last 60 days of paystubs.
    - ii. Income documentation for unemployed homeowners
      1. Copy of the unemployment determination.

2. Copy of monthly benefit statement.
  3. Copy of bank statement indicating deposits from unemployment division.
- iii. Income documentation for homeowners who are self-employed
1. Current profit and loss statement prepared by an independent third party.
  2. Two months of personal and business bank statements.
  3. Last two years federal income tax filings, including IRS Form 1040, Schedule C.
    - a. Florida Housing will order and pay the fee (if ordered by Florida Housing) for tax transcripts for Self-Employed homeowners. In order to request a transcript make sure the 4506T/4506T-EZ is uploaded into CounselorDirect and send an email request to appropriate party at Florida Housing.
    - b. If the homeowner has not filed taxes, they will be required to prior to being eligible for participation.
    - c.
- iv. Income documentation for a homeowner who receives social security, disability or death benefits, pension, adoption assistance, public assistance, or unemployment.
1. Copy of benefits statement or letter from the provider that states the net amount, frequency, and duration of the benefit, and two most recent bank statements showing receipt of such payment.
  2. Unemployment can be confirmed with a homeowner's last two unemployment compensation benefit pay stubs, 1099s, or a notice of determination.
- v. Income documentation for homeowner receiving alimony or child support.
1. Copy of divorce or other court decree, or separation agreement, or other written agreement filed with the court that states the amount and period of time over which it will be received, or two most recent bank statements showing receipt of such payment, or documentation from a child support enforcement agency or other administrator.
- vi. Income documentation for odd jobs performed by the homeowner outside of salary or wage employment. Copies of checks; most recent two bank statements with deposits highlighted and a statement from the homeowner describing source of deposits and frequency of payments.
- vii. Examples of other income and required documentation include:
1. Regular, scheduled, periodic payments from trusts, annuities, inheritance, insurance policies, pensions, retirement funds, and lotteries. Copy of statement supplied from the source of the

income, copies of checks or two most recent bank statements showing receipt of such payment.

2. All public assistance payments in lieu of earnings, including social security, unemployment benefits, workers compensation, severance pay, disability or death benefits, excluding Veteran's Administration educational benefits, and Medicaid. (Food stamps are excluded in the calculation of household income.) Copy of statement supplied from the source of the income, copies of checks or two most recent bank statements showing receipt of such payment.
3. Income from partnerships. Copy of statement supplied from the source of the income, copies of checks or two most recent bank statements showing receipt of such payment.
4. Undisbursed profits from business owned by homeowner(s) in whole or in part. If part owner, include the homeowner's pro rata share of undisbursed profits.
5. Regular cash contributions received from persons not living in household. Copies of the most recent two bank statements; and a statement from the homeowners will need to accompany this calculation describing the nature of the income.
6. The amount, if any, by which educational grants, scholarships, and/or Veterans Administration educational benefits exceed expenses for tuition, fees, books, and equipment (for all students) and reasonable rent and utility costs for a student living away from home. Copy of statement supplied from the source of the income, copies of checks or two most recent bank statements showing receipt of such payment.
7. Rental income from no more than one other property owned by the homeowner. Copy of the current rent or lease agreement.
8. Recurring Investment Gain Income. Does not pertain to gains on one time sales or gains from the sale of the homeowner's prior residence. Copy of statement supplied from the source of the income, copies of checks or two most recent bank statements showing receipt of such payments.

b. To annualize the income:

i. To compute the income from a salary or wage

1. Add together the gross pay from each pay stub supplied; divide this total by the number of pay stubs and then multiply by the number of pay periods within a year (i.e. if paid biweekly multiply by 26, if paid bimonthly, multiply by 24).
2. For seasonal employees or those working for commission take the year to date gross amount; divide by the number of pay periods the homeowner has been paid; and multiply by the number of pay periods within a year.

- ii. To compute the income for unemployed homeowners
    - 1. Multiply the benefit amounts by 26.
  - iii. To compute the income for self-employed homeowners (who do not pay themselves a salary)
    - 1. Take the net income from profit and loss statement; divide it by the number of months included in the statement; and multiply by 12.
  - iv. To compute annual income from social security, disability or death benefits, pension, adoption assistance, public assistance, or unemployment
    - 1. Multiply the gross amount paid monthly by 12.
  - v. To compute the annual income from child support or alimony;
    - 1. If homeowner is receiving court ordered amount multiply the amount received by the number of payment periods in the year.
    - 2. If the homeowner is not receiving the court ordered amount; provide documentation (bank statements, checks, and/or statement from homeowner) indicating amount being paid and annualize based upon the amount and frequency of payments.
    - 3. If payments are not made on a consistent basis do not include in income calculation.
  - vi. To compute annual income for odd jobs and other type of income sources;
    - 1. Take the average amount received over the 60 day period and multiply by 12.
    - 2. Income from assets is computed by taking the average balance from the most recent two statements and multiplying by the interest rate currently being applied.
  - vii. To compute rental income
    - 1. Use the most recent income tax returns to document income from a rental property that is being reported to the IRS. If the homeowner is renting a room of the home use 100% as rental income.
5. Is the total amount of assets lower than \$5,000 or 3 times PITIA (whichever is greater)?
- a. Assets include, but are not limited to, all savings, checking, and money market accounts, certificates of deposits, taxable investment accounts, savings bonds, and cash. All such accounts must be in the name of the borrower and/or co-borrower or for the benefit of the borrower or co-borrower.
    - i. Assets must be verified using bank statements, investment statements, and other third party documentation (the previous two months worth of statements). The amount of cash on hand may be accepted as disclosed by the homeowner.
    - ii. If at time of application the statements indicate that there is more than the allowed amount, the homeowner has the opportunity to provide



### ***Eligibility Determination – Property***

1. Is the property located in Florida?
  - a. The homeowner will supply a copy of the recorded mortgage and a copy of the deed. The Advisor will verify these two documents are for the same property and that the property is located in Florida.
  
2. Does the property qualify (single family, townhouse, condo on the current FHA or Fannie Mae approved list, 1 to 4 family home where owner occupies one unit and mobile or manufactured home on permanent foundation)?
  - a. Review the recorded mortgage for any pertinent riders to assist in determining eligibility.
    - i. If the homeowner resides in a 1 to 4 family home, are the other units rented and is the income from these units included in the income calculation?
  - b. If homeowner resides in a condo, review current FHA or Fannie Mae approved Condo listing to determine eligibility.
  
3. Does the homeowner own more than one other property?
  - a. Documentation from other portions of the eligibility determination can assist with this requirement.
    - i. Tax returns showing rental income.
    - ii. Deeds supplied by the homeowner when determining whose income to use for eligibility determination.
  
4. Is the property abandoned, vacant or condemned?
  - a. Verify the response given in CounselorDirect with the homeowner.
  - b. Florida Housing may receive further information regarding the condition of the property when exchanging data with the homeowner's mortgage servicer.

### ***Eligibility Determination – Mortgage***

1. Is the client's mortgage with a regulated financial institution, Habitat for Humanity or USDA?
  - a. Review recorded mortgage to verify that the loan was originated with a qualifying entity. No seller financing is allowed. If the loan has been sold, review the assignment of mortgage. The assignment of mortgages will need to be uploaded.
  
2. Is the mortgage no more than 180 days in arrears?
  - a. If the homeowner is still receiving mortgage statements from their servicer, review any arrearage amounts to help determine if the homeowner is eligible. A

quick test would be to divide the arrearage amount by the monthly payment to determine the number of months a homeowner is delinquent.

- b. Florida Housing may receive further information regarding the delinquency of the homeowner when exchanging data with the homeowner's mortgage servicer.
3. Was the mortgage originated on or before January 1, 2009?
  - a. Review the recorded mortgage to verify that the loan was originated on or before January 1, 2009.
4. Is the current outstanding balance of the first mortgage \$400,000 or less?
  - a. Review the recorded mortgage. If original principal amount was \$400,000 or less then the criteria has been met.
  - b. If the original principal amount was more than \$400,000, review the current mortgage statement for the outstanding amount, if the homeowner is still receiving statement.
  - c. If the homeowner is not receiving a statement the homeowner will need to have proof of outstanding principal balance provided to them by their lender in written form. This amount does not include in arrearage or outstanding fees charged by the servicer.
  - d. Florida Housing may receive further information regarding the outstanding principal balance when exchanging data with the homeowner's mortgage servicer.
5. Is the combined loan to value less than 200%?
  - a. Obtain the current proof of home value using one of the qualified valuation methods. These include [www.cyberhomes.com](http://www.cyberhomes.com), [www.mortgage.com](http://www.mortgage.com), the county tax assessor or appraiser, or an appraisal or a BPO not older than 6 months. [www.efanniemae.com](http://www.efanniemae.com) and [www.bpodirect.com](http://www.bpodirect.com) are also valid sources for the determination of value but may only be accessible by mortgage servicers.
  - b. Divide the current balance of all outstanding mortgages on the property by the current proof of home value.
    - i. If homeowner has additional mortgages on the property a copy of the most recent payment statement is required.
    - ii. For those mortgages that do not require a monthly payment, a copy of the recorded mortgage is required. This includes all subsidy mortgages.
6. Is the current pending litigation on the property/mortgage?
  - a. Verify the response given in CounselorDirect with the homeowner. If foreclosure has been initiated on the property, have the homeowner supply the documentation received from their mortgage servicer and the attorney handling the foreclosure.

- i. The homeowner will be ineligible for the program if any subordinate lender (other than the first mortgage lender) has initiated a foreclosure claim on the property.
- b. Florida Housing may receive further information regarding any litigation on the property when exchanging data with the homeowner's mortgage servicer.

***Other Considerations – These items are not used for determination purposes.***

1. Who is the investor on the mortgage?
  - a. The advisor should determine if the loan is owned by Fannie Mae or Freddie Mac. Both GSE's have supplied guidance to their servicers requiring the servicers work with the Hardest Hit Funds. It is helpful when negotiating with servicers for participation to know if the homeowner's loan is owned by one of the GSE's
    - i. Both GSE's have look-up tools. The Fannie Mae look-up tool is: [www.fanniemae.com/loanlookup/](http://www.fanniemae.com/loanlookup/) and the Freddie Mac look-up tool is: <https://ww3.freddie.mac.com/corporate/>.
2. Other required documents that must be completed and uploaded in to the CounselorDirect system:
  - a. HHF Intake Form and Financial Worksheet
  - b. Authorization to Release Information
  - c. Homeowner / Advisor Contract
  - d. FHFC Privacy Policy
  - e. HHF Submission Checklist/Eligibility Determination

## **Eligible Applications**

Once the Advisor determines that the homeowner has met all eligibility criteria, the file should be submitted to their Agency Administrator. Each Agency will be required to have an active Administrator. The Administrators will be responsible for final review of the client's file prior to submission to Florida Housing.

Only files that have been cleared of all CounselorDirect system Fails will be eligible for submission to Florida Housing. Staff at Florida Housing will review all information supplied in the CounselorDirect system. If the file is incomplete, or Florida Housing staff has questions regarding the submitted file, Florida Housing staff will contact the Advising agency for additional follow-up.

Once Florida Housing has determined the file to be complete and the homeowner is eligible for the program, Florida Housing will send the homeowner's information to their servicer. The servicer has a right to determine if they will accept payments on behalf of the homeowner.

If the servicer agrees to accept payments on behalf of the homeowner, Florida Housing will populate the HHF Mortgage and Note with the homeowner specific information and forward

the closing documents to the Advisor Agency. The Advisor should verify that all the information in the closing documents is correct, including: date, borrower and co-borrower name, address, first mortgage date, first mortgage lender name, amount of first mortgage loan, and first mortgage recording information.

The Advisor Agency is required to schedule the closing and facilitate the signing of the Mortgage and Note. A notary will be required at each closing. The closing documents will need to be signed by two witnesses. Any questions, in regards to the closing documents, must be answered by FHFC's legal department. Once the closing documents are fully executed, the Advisor Agency will overnight the closing documents to Florida Housing using the FedEx labels supplied by Florida Housing.

Florida Housing will coordinate with the homeowner's servicer regarding the timing and payment start date that the monthly mortgage payment will begin.

The Advisor Agency will need to instruct the homeowner to cease all mortgage payment debits from their account.

### **Ineligible Applications**

If a homeowner has not met one or more of the established program criteria, they will be determined ineligible for the program. A standard letter has been created for Advisor's to use when notifying a homeowner that are not eligible for the program. This should be mailed or e-mailed (if the primary communication with the homeowner was through e-mail) to the homeowner and a copy needs to be uploaded into the CounselorDirect system.

A homeowner has the right to appeal the Advisor's determination. Each Advising agency should establish a method for addressing the initial appeal by the homeowner. This method may include the Senior Advisor reviewing the file or establishing a committee within the agency to review initial appeals. If the second review method concurs with the initial eligibility determination, a second letter has been provided by Florida Housing. This second Ineligible Determination letter gives the homeowner a chance to appeal the determination to the Florida Housing Coalition. The second Ineligible Determination letter must also be uploaded into CounselorDirect.

### **Declined Applications**

If a homeowner is declined by the servicer or Florida Housing, the Advisor will need to send the standard letter to the homeowner notifying the homeowner the reason for the decline.

### **Monthly Eligibility Review**

Starting the second month after the initial eligibility determination was completed the homeowner must supply necessary documentation to the Advisor for continued assistance under UMAP. For example, if the first mortgage payment made on behalf of a homeowner was a February payment, the homeowner would need to supply the required information to the Advisor in time to make April's payment. The Advisor will need to recalculate each month the homeowners Income, the Asset Test and the 31% Test. The homeowner must remain within eligibility guidelines to continue receiving UMAP assistance. In order to recalculate these items, it is necessary for the Advisor to collect the following documentation:

1. Homeowner's Certification of Continuing Assistance
  - a. The homeowner will be required to certify each month that the information they supplied is true, correct, accurate and complete and that they are still in need of UMAP assistance.
2. Recent mortgage statement and any correspondence from Servicer and the Servicer's attorney
  - a. If received, the mortgage statement should be reviewed for any changes to the monthly payment. Florida Housing may receive further information regarding changes to the monthly mortgage payment when exchanging data with the homeowner's mortgage servicer.
  - b. The homeowner should not be entered into foreclosure while receiving HHF assistance. Any new actions taken by the servicer should immediately be forwarded to Florida Housing.
3. Homeowner's Association Dues Statement, if Applicable
4. Income Documentation
  - a. Last 30 days of pay stubs if underemployed
  - b. Copy of latest month's bank statements for both business and personal accounts if Self Employed
  - c. Copy of unemployment eligibility or proof of unemployment deposits on bank statements if Unemployed
  - d. Other sources of income as applicable
    - i. SSI
    - ii. Child Support
    - iii. Pensions
5. Asset Documentation
  - a. Homeowner will need to supply the latest statements from all assets disclosed during the initial eligibility review plus any new assets.
6. Monthly Review Checklist

If the homeowner is still eligible, the Advisor will send the file to Florida Housing for review and continued assistance payments.

The homeowner may miss only one month's Eligibility Review. Florida Housing will make a month's payment on behalf of the homeowner if the homeowner is unable to meet with the Advisor in time. The program will discontinue for a homeowner that has missed two consecutive reviews with their Advisor. Florida Housing will notify the servicer when assistance is being discontinued.

If a homeowner has regained substantial income they will need to start to resume making their mortgage payments. Florida Housing will make the next two payments, but not more than 18 months total, after determination has been made that the homeowner can resume making their mortgage payments.

### **Stand Alone MLRP Assistance**

A homeowner may be in a situation where they suffered a previous qualifying hardship and fell behind on their mortgage payments. They may be in a situation now where they can make the monthly payments but is in need of help to clear up the arrearage amount. MLRP funds can be used to pay for up to six months of arrearages plus any related expenses. The homeowner will still need to go through the eligibility determination. The difference with stand-alone MLRP pertains to the 31% Test. Because the homeowner currently has the means to pay their mortgage, they would fail the 31% Test. The 31% test will need to be applied to when the qualifying hardship occurred and the income received during that time.