

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

AGREEMENT FOR PROFESSIONAL SERVICES

WITH

HABITAT FOR HUMANITY OF MICHIGAN, INC

THIS AGREEMENT is made and entered into as of the **1st day of July, 2018**, by and between the **MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**, a public body corporate and politic, located at 735 E. Michigan Avenue, Lansing, Michigan 48912 ("**Authority**") and **HABITAT FOR HUMANITY OF MICHIGAN, INC, 618 Creyts Road, Suite 200, Lansing, MI 48917** ("**Contractor**") for the purpose of responding to the housing education needs of Michigan residents and to offer a variety of services that will assist them towards achieving their housing goals. (The Authority and the Contractor are collectively referred to as the "Parties").

WITNESSETH THAT:

The Authority and the Contractor do mutually agree as follows:

1. **Services Rendered/Scope of Work.** The Contractor shall, in a satisfactory and proper manner as determined by the Authority, render the services described in Exhibit A, which is attached and made a part of this Agreement.
2. **Term.** TIME IS OF THE ESSENCE to this Agreement in connection with the delivery of the products or services or both ("Products and Services") described in the Scope of Work attached and incorporated into this Agreement as Exhibit A. The performance of Products and Services shall begin on or after the execution of this Agreement by the Authority and will continue until funds have been exhausted or the Agreement ends on **June 30, 2019, whichever occurs first.**

3. **Contract.** Price and Payment.

- a. For costs to facilitate Housing Education Services, the Authority shall pay to the Contractor the following not to exceed amounts: **\$9000 for services, a 10% administrative fee of \$1000, for a total contract award of \$10,000 (Ten Thousand Dollars).**
- b. Reimbursement for services will be based on a HEP Time and Activity Report (TAR), a sample is attached and incorporated into this Agreement as Exhibit B, for each staff person. To receive reimbursement TARs must identify the staff name, hours, rate of pay (Salary and Benefits), and each service being reported.

Out-of-pocket HEP costs must be evidenced by supporting documentation such as invoices and receipts for allowable expenses, such as workshop supplies, brochures, etc.

Out-of-pocket travel expenses (such as lodging, meals, *standard rate* mileage) are to be reimbursed according to the State of Michigan travel rate schedule, and Authority policy, in effect when the expenses are incurred.

All submittals must be uploaded in MATT 2.0 in order for Contractor to receive payment.

- c. As part of the 2018/2019 Housing Education Program (HEP) funding award, Contractor agrees to comply with the regulations set forth in this agreement, as well as any existing agreement with the Authority's Housing Initiatives Divisions.

Contractor understands and agrees that Habitat of Michigan or Habitat affiliates may not bill HEP funds for (HOME, DPA or HDF) Habitat clients.

Contractor understands and agrees with that all Habitat DPA clients must be billed to the HRF (HOME) grant M-2017-791-HHS.

Contractor understands and agrees that all Authority HEP clients and Habitat DPA clients must be invoiced separately in the Intelligrants MATT 2.0 billing system, and the Contractor must take proper provisions to ensure that clients are not billed to the wrong billing source. Should clients be billed to the wrong funding source, the Authority will pursue a recapture of funds for non-compliance, and the Contractor will be at risk of denial for future funding.

- d. Final payment shall be made upon the satisfactory completion and submission of all required work and documents.
- e. WORK PERFORMED OR PROVIDED PRIOR TO THE TERMS OF THIS AGREEMENT SHALL NOT BE ELIGIBLE FOR PAYMENT.

4. **Permits and Licenses.** The Contractor shall be responsible for obtaining any and all permits, licenses, and other proper authorization or permission-related documents required for the performance of this Agreement.

5. **Insurance.** The Contractor shall maintain professional liability or self-insurance sufficient in the amount to provide coverage for any errors or omissions arising out of the performance of this Agreement. If, during the term of this Agreement, changed conditions should, in the judgment of the Authority, render inadequate the Contractor's current insurance or self-insurance limits, the Contractor will furnish to the Authority proof of additional insurance or self-insurance as may be required. All insurance or self-insurance required under this Agreement shall be acquired at the Contractor's expense, under valid and enforceable policies, issued by insurers of recognized responsibility. The Authority reserves the right to reject as unacceptable any insurer.

6. **Record Keeping.** The Contractor and the Authority shall maintain such personnel records as are deemed necessary by the Authority to assure a proper account for all engagement costs. These records will be made available for audit purposes to the Authority and the Auditor General of the State of Michigan, or any authorized representative, and will be retained for seven years after the expiration of the Agreement unless permission to destroy them is granted by both the Authority and the State of Michigan.
7. **Reports.** The Contractor shall promptly submit to the Authority's **Contract Administrator** (see Section 11) any monthly reports prescribed in Exhibit A, attached and incorporated into this Agreement. Such reports shall include but not be limited to: progress reports, a report of all receipts, expenditures, project activities and accomplishments, and supporting documentation for claimed reimbursements. The Authority shall prescribe the requisite form and content of reports and shall designate the dates on which the reports are to be submitted by the Contractor and subcontractor. Before the occurrence of the project completion date prescribed in Section 2 of this Agreement, the Contractor shall submit to the Authority both a project completion report and a proper final claim for expenditure reimbursement, which shall be supported by documentation of the expenditures claimed.

In addition to the project completion report and other submissions, the Contractor shall submit to the Authority a quarterly HEP Time and Activity Report (TAR), (a sample is attached and incorporated into this Agreement as Exhibit B), in the form and containing the completion material prescribed by the Authority for that project period for each quarter this Agreement is in effect.

8. **Nondiscrimination.** In accordance with Acts No. 220 and 453 of the Public Acts of 1976, as amended, the Contractor hereby agrees in connection with the performance of Products and Services under this Agreement not to discriminate against an employee or

applicant for employment with respect to hire, tenure, terms, conditions, privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status, familial status, or disability. Breach of this covenant may be regarded as a material breach of this Agreement.

9. **Failure to Perform.** In the event the Contractor fails to perform Products and Services required under this Agreement or performs Products and Services in an improper manner, the Parties agree that the damage that the Authority will sustain as a result thereof will be substantial and difficult, if not impossible, to ascertain. Therefore, the Parties agree that in the event the Contractor either fails to completely perform Products and Services or performs Products and Services in an improper manner, the Authority shall be entitled to a credit against the Contractor's current unpaid billings for amounts previously paid to the Contractor after the Contractor's non-performance or improper performance. For the purposes of the foregoing, the Parties agree that the Authority shall have sole discretion in determining the adequacy of the Contractor's performance and the amount of credit to be taken. The damages for the Contractor's inadequate or improper performance, as provided in this Agreement, shall not be exclusive but shall be in addition to any other damages which the Authority may be entitled to for the Contractor's default under this Agreement.

10. **Assigned Personnel.** The Contractor warrants that the personnel it will assign to perform the Products and Services under this Agreement shall possess the requisite education, competence and experience. The Contractor further acknowledges and agrees that such personnel may be subject to the evaluation and approval of the Authority, who shall retain the right to determine the sufficiency of the education, competence and experience of the personnel assigned to perform the Products and Services identified in Exhibit A attached

and incorporated into this Agreement.

11. **Project Representatives.** The Contractor designates the following individual as project representative for all matters concerning this Agreement:

Sue Ortiz
Director of Homeowner and Family Support
618 Creyts Road, Suite 200
Lansing, MI 48917
Phone: [redacted]
Email: [redacted]

The Authority designates the following individual as **Contract Administrator**/project representative to be the initial point of contact for all matters concerning this Agreement:

Dace Koenigsknecht
Authority Buyer
735 East Michigan Avenue
Lansing, MI 48912
Email: [redacted]

The Contractor shall contact only the designated Contract Administrator with any Authority-related questions, work requests, etc., as described in this Agreement, as well as any Authority-related questions, work requests, etc., falling outside the scope of this Agreement.

Except for changes to the performance schedule (not including the project's completion date), the designated project representatives shall have no authority to make promises or binding obligations on behalf of the Authority, as such authority rests with the duly authorized persons executing this Agreement.

12. **Employees of Contractor or Project Persons.**

- a. Definition of Project Persons. **"Project Persons"** shall be defined in this Agreement as individuals performing the Products and Services pursuant to this Agreement, and/or signed this Agreement on behalf of the Contractor. Project

Persons include the names of all employees, agents and independent contractors of the Contractor who perform or render Products and Services pursuant to this Agreement.

- b. Performance of Products and Services. The Contractor acknowledges that only Project Persons shall perform the Products and Services under this Agreement.
- c. **If the Contractor (or Subcontractor) wishes to add an agent, employee, or independent contractor as Project Persons during the term of this Agreement, the Contractor shall complete and submit to the Authority an additional or revised Certificate for that employee, agent, or independent contractor.**
- d. 2007 PA 95, MCL 38.68c. The Contractor and its employees, agents, and independent contractors acknowledge 2007 PA 95, MCL 38.68c, as amended, requires retirees of the State Employees Retirement System (i.e., former state employees who have pensions with the State of Michigan) (“Pensioned Retirees”) who become employed by the State, either directly or indirectly through a contractual arrangement with another party, on or after October 1, 2007, to forfeit their state pension for the duration of their reemployment. Effective October 2, 2010, “employed by the state” includes engagements of pensioned retirees as independent contractors.

Pensioned retirees who provide or render Products and Services under this Agreement as Project Persons must forfeit their pensions during the term of this Agreement if the pensioned retiree (a) is employed by the State, (b) is employed by the Contractor, (c) is a holder of an ownership interest in the Contractor, (d) is a subcontractor of the Contractor, or (e) is an employee of a subcontractor.

The Contractor acknowledges and agrees to secure the Authority's prior written consent before retaining, employing or subcontracting with a pensioned retiree to perform Products and Services under this Agreement. Retaining, employing or subcontracting with a pensioned retiree to perform Products and Services under this Agreement without the Authority's prior written consent shall be (a) a material breach of this Agreement and (b) grounds for the Authority to terminate this Agreement and provide notice to the Office of Retirement Services that the retiree has received pension payments and payments directly or indirectly through this Agreement.

If the Contractor employs or retains a pensioned retiree as Project Persons or subcontracts with a pensioned retiree, the Contractor must submit a copy of the pensioned retiree's directions to the Office of Retirement Services ("ORS"), to withhold the retiree's pension payments during the term of this Agreement.

The Contractor and the pensioned retirees it employs acknowledge and agree that neither the State, nor the Authority, nor its employees, directors, agents nor board shall be liable to the Contractor or pensioned retiree for the forfeiture of the retiree's pension payments during or after the term of this Agreement. The Contractor and pensioned retiree acknowledge that the Authority has no responsibility to confirm whether the ORS has or will forfeit the retiree's pension.

13. **Conflicts of Interest.** The Contractor acknowledges that its employees, members, shareholders, agents, or independent contractors, or subcontractors and their employees,

members, shareholders and agents, prior to or during the term of this Agreement are not employees of the State of Michigan or its units. Prior to the execution of this Agreement, the Contractor acknowledges and confirms that it has delivered to the Authority a written list of all interests of the Contractor, or its officers and employees, which may create conflicts between the interests of those entities or parties and the interests of the Authority. Should a constructive or actual conflict of interest arise during the term of this Agreement, the Contractor shall contact the Authority's Director of Legal Affairs immediately and describe in detail the conflict of interest.

The following examples are provided to illustrate conflicts under this Agreement:

- a. Contractor receives a fee for counseling the purchaser of a home and an employee of the Contractor receives a brokerage fee for the sale of the same home: Conflict.
- b. Contractor receives a fee for counseling a purchaser of a home and the Contractor's agent, retained by the Contractor to provide counseling services, receives a brokerage fee for the sale of the same home: Conflict.
- c. Contractor receives a fee for counseling the purchase of a home and the Contractor's agent, retained by the Contractor to provide consulting services with no connection to homeownership counseling, receives a brokerage fee for the sale of another home: No Conflict.

Prior to the counseling of a purchaser, the Contractor shall confirm with its employee or agent providing the counseling that the employee will not receive a brokerage fee for the sale of the house. The Contractor shall inform the Authority of any conflicts that may arise

involving the Contractor or its Employee. If the Contractor and Authority disagree on whether a particular situation is a conflict, the opinion of the Authority shall control.

14. **Prohibited Methods and Procedures.** The Contractor and its agents, subcontractors, employees, and representatives, in the course of the performance of Products and Services under this Agreement, shall not specify, recommend, use, or permit the use of any system, method, plan, design, process, procedure, patent, or copyright which, if used, infringes upon a proprietary interest or necessitates the payment of any royalty, fee, or commission. The Contractor shall not use or permit the solicitation for or securing of any agreement or employment in connection with this Agreement upon an agreement or arrangement for payment, either directly or indirectly, of a commission, percentage, brokerage, or contingent fee.

If Federal funds are used to pay the Contractor under this Agreement, no part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to members of Congress on the request of any member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business. 18 U.S.C. § 1913 (2002).

15. **Participation in Other Authority Programs.** With the exception of providing Products and Services to the Authority as described in Exhibit A of this Agreement, neither the Contractor nor the Contractor's employees, agents, officers, directors, shareholders, members or subcontractors will participate in Authority housing programs or do business with the Authority under any program in which the Authority has a direct or indirect relationship without securing approval from the Authority's Director of Legal Affairs.
16. **Indemnity and Non-Limitation. Mich. Const. art. IX, § 18.** Each party to this Agreement will remain responsible for any claims arising out of that party's performance of this Agreement as provided by this Agreement or law. This Agreement is not intended to increase or decrease either party's liability for or immunity from tort claims. This Agreement is not intended to nor will it be interpreted as giving either party a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
17. **Nonassignability and Delegation.**
- a. The Contractor shall not assign or otherwise transfer any interest in this Agreement or in the project in any manner not provided for in this Agreement.
 - b. The Contractor shall not delegate any duties or obligations under this Agreement to a subcontractor or independent contractor unless the Authority's Contract Administrator and Director of Legal Affairs has given written consent to the delegation. When submitting the request to subcontract, the Contractor shall include the following information about the subcontractor:
 - i. **Name of Subcontracting Firm;**
 - ii. **Work that will be subcontracted;**
 - iii. **Names of individuals who will perform the subcontracted work;**

- iv. **Subcontractors project representative and/or Project Person (See Section 12); and**
 - v. **List any and all Authority programs through which the subcontractor or the subcontractor's employees, officers, directors, members, shareholders or officeholders participate.**
- c. In the event the Contractor retains a subcontractor in accordance with Section 17b above, the Contractor shall insert into each subcontract executed in connection with this Agreement appropriate and enforceable provisions requiring compliance with this Agreement by the subcontractor and the persons acting for it. Throughout the performance of any subcontracts, the Contractor shall monitor and verify the compliance of all subcontractors and persons acting for them and shall immediately take any affirmative or remedial measures prescribed by the Authority or otherwise deemed necessary in the opinion of the Contractor for enforcing compliance under such subcontracts.
- d. **Delegation of duties or obligations under this Agreement to a subcontractor or independent contractor without the prior written consent of the Authority's Contract Administrator or Director of Legal Affairs shall be a material breach of this Agreement.** In the event a subcontractor is approved by the Authority's Contract Administrator and Director of Legal Affairs, the Project Persons for the subcontractor shall be subject to the requirements set forth in Section 12 (Employees of Contractor or Project Persons) of this Agreement, including, but not limited to, the restrictions on pension payments if a pensioned retiree is a Project Person of the subcontractor or an independent contractor retained by the Contractor.

Subcontracting work to be performed under this Agreement without the prior written consent of the Authority's Contract Administrator and Director of Legal Affairs shall be a material breach of this Agreement.

18. **Suspension and Debarment.** Pursuant to 1980 PA 278; MCL 423.322 *et seq.*, the Contractor, in performing this Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name has been listed in the register maintained by the State of Michigan, Department of Licensing and Regulatory Affairs, of employees who have been found in contempt of court by a federal court of appeals, on not less than three occasions involving different violations during the preceding seven years, for failing to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C § 158.

The Authority may void this Agreement if the name of the Contractor or the name of a subcontractor, manufacturer, or supplier used by the Contractor in performing this Agreement subsequently appears in the register during the period of this Agreement.

The Contractor certifies, by signing this Agreement, that it possesses business integrity and that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in grants or contracts by any federal, state, or local department or agency.

The suspension of the Contractor by the State of Michigan, an agency of the State, or a department of the Federal Government, shall be at the option of the Authority, a material breach and grounds for the immediate termination of this Agreement.

19. **Independence of Contractors.** The Authority shall retain the Contractor as an independent contractor, and the Contractor hereby accepts such independent contractor

relationship, upon the terms and conditions set forth in this Agreement. Nothing in this Agreement shall be construed to create the relationship of employer and employee between the Authority and the Contractor or any of its employees or agents. **The Contractor, its employees and subcontractors, shall be deemed at all times and for all purposes to be independent contractors.** The Contractor acknowledges and agrees that all payments by the Authority to the Contractor shall be made without deduction for federal, state or local income taxes, social security taxes and similar items, and that the Contractor shall be solely responsible to report income under this Agreement to the Internal Revenue Service and other appropriate taxing authorities and to pay such taxes (including, without limitation, being solely responsible to make periodic estimated payments of such taxes in accordance with applicable law). The Contractor further acknowledges and agrees that all payments under this Agreement to the Contractor by the Authority shall be reported to the Internal Revenue Service and other appropriate taxing authorities on Form 1099 (or equivalent or replacement forms). Finally, the Authority acknowledges that the manner and means of producing the Products and Services described in Exhibit A are under the control and at the discretion of the Contractor.

20. **Ownership of Documents, Reports and Other Products.** All documents, reports and any other products developed and/or delivered to the Authority under this Agreement shall become and be the property of the Authority.
21. **Disclosure of Information.** Other than as contemplated by this Agreement, the Contractor, its agents, and subcontractors, without the prior consent of the Authority shall not:

- a. disclose information or documents created or maintained in connection with this Agreement to anyone;
- b. use information or documents created or maintained in connection with this Agreement to further any private interest.

Use or disclosure of documents or information without the prior written consent of an authorized officer of the Authority shall be a material breach of this Agreement.

22. **Modifications.** The Authority or the Contractor may request modification of the scope of work, products, budget, or project work schedule to be performed by the Contractor. Modifications shall comport with the intent and purpose of this Agreement and shall be consistent with applicable state and federal regulations, limitations, guidelines, policies, and interpretations prescribed by the Authority pursuant to law. All requests for modification shall be submitted in written form by the duly authorized representative, as specified in Section 11, of the party requesting modification prior to modification implementation. Failure to obtain prior approval will result in the disallowance of expenditures.

No verbal representation, understanding, agreement, or interpretation of any officer, agent, employee of the Authority or Contractor, either before or after execution of this Agreement, shall modify any of the terms of this Agreement, unless such representation, understanding, agreement, or interpretation is expressly stated in this Agreement or an amendment to this Agreement executed by both parties.

23. **Termination of Agreement.** Termination is the cancellation of this Agreement, in whole or in part, at any time prior to the date of completion.

- a. Termination for cause. The Authority may terminate this Agreement, in whole or in part, at any time before the date of completion, whenever it is determined that the Contractor has failed to comply with the terms and conditions of this Agreement. The Authority will promptly notify the Contractor in writing of the termination and the reasons for the termination, together with the effective date. Payments made to the Contractor or recoveries by the Authority under this Agreement when it is terminated for cause will be in accordance with the legal rights and liabilities of the parties.
- b. Termination for convenience. The Authority or the Contractor may terminate this Agreement in whole or in part when the Parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The Parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated. An amendment of the terms of this Agreement is required for all terminations for convenience.
- c. Termination by Contractor. At any time prior to the first payment on the Agreement, the Contractor may, with written notification to the Authority, unilaterally cancel this Agreement. Once initiated, no Product or Services financed with Authority assistance shall be terminated by the Contractor prior to satisfactory completion without approval of the Authority. After the first payment, the Product or Services may be terminated, modified, or amended by the Contractor only by mutual agreement of the Parties. Termination requests prior to completion of the Product

or Services must fully explain the reasons for the action and detail the proposed disposition of the uncompleted Product or Services.

d. Termination of Agreement for Unavailability of Authority or Federal Funds.

It is the intent and understanding of the Parties that this Agreement is contingent upon the availability of Authority or Federal funds or the receipt by the Authority of Federal funds. If Authority funds or Federal funds approved or obligated by the Authority in connection with this Agreement are at any time rendered unavailable, the Authority shall then have the right to terminate this Agreement by the giving of a written notice, the basis, and the effective date of the termination to the Contractor. Should this Agreement be terminated by reason of the unavailability of Authority or Federal funds for the purposes of this Agreement, all finished or unfinished documents, data, studies, reports, and other materials prepared by the Contractor under this Agreement prior to the effective date of the termination shall be delivered in a format specified by the Authority.

In the event of termination under this section for lack of Authority or Federal funds, the Contractor shall be entitled to receive payment for Products and Services incurred under this Agreement prior to the effective date of termination.

e. Commitments. If this Agreement is terminated, the Contractor will not incur new obligations for the terminated portion after the effective termination date. The Contractor will at its own expense cancel any outstanding obligations. Costs incurred after the effective date of the termination will be disallowed. In the event of termination, all finished or unfinished documents, data, studies, reports, and other materials prepared by the Contractor under this Agreement prior to the effective date

of termination shall become the property of the Authority. The Contractor will provide all finished and unfinished material as previously described within 30 days of terminating. However, the Contractor will be entitled to retain copies. The Contractor, in the event of termination under this provision, is entitled to receive reimbursement for Products and Services satisfactorily performed under this Agreement prior to the effective date of such termination. Notwithstanding the foregoing, the Contractor shall not be relieved of its liability to the Authority for the damages sustained by the Authority as the result of any breach of this Agreement until the Authority so releases the Contractor and has determined for the purpose of set-off the exact amount of damages due the Authority.

24. **Severability of Provisions.** It is declared to be the intent of the parties that if any provision of this Agreement executed by both parties or its application to any persons or circumstances is adjudged by any court of competent jurisdiction to be invalid, the court's judgment shall not affect or invalidate the remainder of this Agreement nor its application to other persons or circumstances, unless so provided by the court or unless the severance of the invalid provision alters the basic intent or purpose of this Agreement, would cause an increase of the Authority's financial obligation, or renders impossible the compliance with any applicable statute, regulation, limitation, guideline, policy.
25. **Michigan Law.** This Agreement shall be governed by the laws of the State of Michigan and shall be binding upon the Contractor's successors, assigns, and legal representatives. All records pertinent to this Agreement are subject to public disclosure under the Michigan Freedom of Information Act; 1976 PA 442; MCL 15.231 *et seq.* The Contractor shall insert the provisions of this section into any subcontract entered into to accomplish the terms of this Agreement.

IN WITNESS WHEREOF the Authority and the Contractor have executed this Agreement as of the date first above written.

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

By: _____ Brian Mills

Earl Poleski
Executive Director
OR
Brian Mills
Chief of Staff

HABITAT FOR HUMANITY OF MICHIGAN, INC

By: _____ Sandra Pearson

Sandra Pearson
President and CEO

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

EXHIBIT A

Scope of Work

I. Overview

The purpose of the Michigan State Housing Development Authority's ("Authority") Housing Education Program (HEP) is to facilitate education for clients seeking to purchase or retain a home. Services include Homebuyer Education, Pre-Purchase Counseling, Financial Capabilities, Foreclosure Counseling, Pre-Counseling Assessment, and Rental Housing Counseling.

Funds received through this opportunity will allow an agency to assist first-time and repeat homebuyers by providing education on the many facets of the home purchase process, which may include overcoming challenges they may encounter throughout the process. Additionally, the agency may provide foreclosure counseling, and other related counseling, to current homeowner's in need of such assistance.

II. Tasks & Activities, Services, and Deadlines

A. Tasks & Activities. The Contractor must do the following:

1. Provide housing education to meet the pre- and post-purchase needs of Michigan residents seeking to become a homeowner, or who are current homeowners.
2. Provide Financial Self Sufficiency (FSS) and Key to Own (KTO) service to eligible clients.
3. Have a procedure in place to administer surveys for pre- and post-purchase clients.

B. Services. Eligible activities will be reimbursed *only* for the applicable activities outlined in this section:

1. **Homebuyer Education.** Homebuyer Education (HBE) includes but is not limited to providing clients an understanding of preparing for homeownership, maintaining finances, and preventing foreclosure.
2. **Pre-Purchase Counseling.** These services are intended to assist clients who want to achieve their housing goal of homeownership. Services may include steps to remedy current obstacles preventing them from obtaining a safe affordable mortgage product.

3. **Financial Capabilities.** The nine components making up this service may be provided in a group or individual setting, and must comply with Authority guidelines:
 - a. Mastering money management
 - b. Develop a spending plan
 - c. Improve credit ratios & savings
 - d. Consumer protection
 - e. Banking basics
 - f. Debt Reduction
 - g. Insurance
 - h. Fair Housing and Fair Lending
 - i. Student Loan Debt
4. **Foreclosure Counseling.** Clients will be educated on the basic understanding of foreclosure, including the Michigan Foreclosure Timeline. A review of their mortgage and/or property tax delinquency will be provided along with possible options available to them. Counselors have responsibility to perform and properly advise clients on the various foreclosure counseling services, including but not limited to: loan modifications, deed-in-lieu, short sale, cash for keys, Step Forward Michigan applications, etc.
5. **Pre-Counseling Assessment.** This service will help define what the client's goals are, and how they may fit into the counseling arena, prior to any type of formal education or counseling. Content may contain an overview of agency services, identifying the client's objectives, obtaining the required documents, and recommending the next steps best suited to the client's goals.
6. **Rental Housing Counseling.** This service is available to clients whose goal is to purchase a home but are not quite ready, or for those who have gone through foreclosure and need to make that transition from home ownership to renting.

C. Deadline for Completing Objectives. The Contractor shall complete the tasks no later than **June 30, 2019**.

III. Standards for Performance

The Contractor shall perform the tasks/activities and complete the objectives in accordance with the following standards:

- A. The Contractor agrees to provide the services incorporated into this Agreement, and agrees to comply with Authority/HUD Policies and Service Guidelines subject to the terms and conditions of this Agreement. The Contractor further agrees to comply with existing agreements administered by the Authority's Housing Initiatives Division.
- B. Be an adopter and provide services in accordance with the National Industry Standards for Homeownership Education and Counseling.
- C. Have the ability to report activity and accomplishments using a HUD 9902, upload information into MATT 2.0 including HEP Time and Activity Reports, as well as documents (e.g. invoices) in accordance with Authority/HUD requirements.

The Contractor shall provide the following:

1. HEP Time and Activity Reports for all housing counseling staff salaries and benefits.
2. Enter information in MATT 2.0 shall include but is not limited to:
 - a. number of homeowners assisted
 - b. household demographics
 - c. type and level of service provided, and the outcomes achieved
3. Invoices for actual use of funds, as well as any additional reports the Authority requests. Contractor understand and agrees that:
 - a. Habitat of Michigan, or Habitat affiliates, may not bill HEP funds for (HOME, DPA or HDF) Habitat clients.
 - b. All Habitat DPA clients must be billed to the HRF (HOME) grant M-2017-791-HHS.
 - c. All Authority HEP clients and Habitat DPA clients must be invoiced separately in the Intelligrants MATT 2.0 billing system, and the Contractor must take proper provisions to ensure that clients are not billed to the wrong billing source. Should clients be billed to the wrong funding source, the Authority will pursue a recapture of funds for non-compliance and the grantee will be at risk of denial for future funding.
4. Incorporate any reporting changes the Authority may deem necessary throughout the Agreement.

Deposit Authority Housing Education Program funds into a separate account at its financial institution, and utilize funds appropriately based on their HEP Application for funding. If the account is interest bearing, the Contractor may use the earned interest for administrative expenses.

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

EXHIBIT B

Sample Time and Activity Report Form

MSHDA HEP TIME AND ACTIVITY REPORT PROGRAM YEAR 2018-2019

Report all activities for this employee for the month using the area below. Please log your time in 15-minute increments, as shown in the Activity Key below.

Agency Name:

Month of Activity:

Employee Name:

Employee Title:

ACTIVITY KEY			
15 mins. =	.25	45 mins. =	.75
30 mins. =	.50	60 mins. =	1.00

	MSHDA HEP Activity - Enter Number of Hours Per Day																																	Total Hours	Hourly Rate	To HEP Grant
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					
DIRECT COSTS FOR SERVICES																																				
Pre-Counseling Assessment																																	0.00	\$	-	
Homebuyer Education																																	0.00	\$	-	
Financial Capabilities																																	0.00	\$	-	
Pre-Purchase Counseling																																	0.00	\$	-	
Foreclosure Counseling																																	0.00	\$	-	
Rental Housing Counseling																																	0.00	\$	-	
Sub Total of SERVICES																																0.00	\$	-		
INDIRECT COSTS - Limited to 10% DE Minimis of Grant - SEE KEY BELOW FOR ADDITIONAL INFORMATION																																				
Indirect Service Related Activity																																	0.00	\$	-	
TOTAL BILLABLE TO HEP GRANT																																		\$	-	
FSS AND KTO SERVICES ARE FUNDED BY FEDERAL DOLLARS AND WILL NOT BE DEDUCTED FROM YOUR FY 18/19 HEP GRANT.																																				
Family Self Sufficiency Activity																																		\$	-	
Family Self Sufficiency - ADMIN																																		\$	-	
Key To Own Activity																																		\$	-	
Key To Own - ADMIN																																		\$	-	
Sub Total of SERVICES																																0.00	\$	-		

KEY FOR INDIRECT COSTS

Supportive roles that "indirectly" support the housing counseling program, which includes: Agency's CEO, Secretarial staff, Janitorial staff, IT staff, HR or Payroll staff, etc.

- ~ Costs associated with auditors/single audit
- ~ Retainer of legal attorneys
- ~ Non-housing counseling related time such as agency meetings or agency trainings

This document requires the signature of both the Employee and Program Manager or Executive Director

Employee Signature Certifying Time

Dated

Signature of Program Manager or Executive Director Certifying Time

Dated

Revised: July 1, 2018