

**INTERIM SERVICES AGREEMENT**

This Interim Services Agreement (“Agreement”) is entered into \_\_\_\_\_, 2016 by and between Springboard Solutions LLC (“Springboard”), a California limited liability company and the Nevada Affordable Housing Assistance Corporation (“NAHAC”), a Nevada non-profit corporation. NAHAC and Springboard may each be referred to as a “Party” and collectively as the “Parties.”

**RECITALS**

- A. Springboard provides industry business solutions in the form of outsourced services, staff and processes to financial institutions, nonprofits and government agencies. NAHAC is the nonprofit agency approved by the U.S. Department of Treasury to oversee the Nevada Hardest Hit Fund Program (“Program”).
- B. NAHAC desires for Springboard to provide certain triage, counseling, processing, document collection and related services (the “Services”) to NAHAC to assist it in its administration of the Program on an interim basis and Springboard desires to perform said Services pursuant and subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

**AGREEMENT**

Terms of the Agreement

- 1. Effective Date and Term. Springboard will begin performing Services under this Agreement on August 1, 2016 (the “Effective Date”) and shall continue until December 31, 2016 unless, (a) terminated by either Party upon thirty (30) days written notice to the other, or (b) immediately upon a Party’s material breach of this Agreement.
- 2. Designated Contacts. The following are the designated business and billing contacts for the Parties with regard to this Agreement:

	Springboard	NAHAC
Name	Joanne Cordero	Verise Campbell
Title	Chief Operating Officer	Chief Operating Officer
Phone	949-689-8184	866-948-0003 X8166
Fax	951-328-7749	702-570-5579
E-mail	<a href="mailto:joanne.cordero@springboard.org">joanne.cordero@springboard.org</a>	<a href="mailto:vcampbell@nahac.org">vcampbell@nahac.org</a>

- 3. Services/Rates. The proposed Services and Rates are more fully described in Exhibit A and Exhibit B. Springboard’s preferred rate structure is based in part upon leveraging outside financial commitments and resources from its various granting partnerships (i.e. the U.S. Department of Housing and Urban Development, National Foreclosure

Mitigation Counseling Program, etc.). Consequently, the same or similar pricing may not be available upon any extension of this Agreement.

4. Billing. Springboard shall invoice NAHAC monthly for Services. Payment of each invoice by NAHAC during the term of this Agreement is due within twenty (20) days of receipt of such invoice. In the event of any questions or disputes related to an invoice, NAHAC will pay the undisputed portion of the invoice, and will pay any remaining amounts within twenty (20) days after all questions and disputes have been resolved to NAHAC's satisfaction.
5. Indemnification. Both Parties shall indemnify and hold harmless the other Party and such other Party's directors, officers, shareholders, employees and agents (collectively the "Indemnified Parties") from and against any and all injuries, damages, losses, liabilities, claims, judgments and settlements, including, without limitation, all reasonable costs, expenses and attorney fees, arising from or related to: (i) any breach by the other Party of any of its covenants, representations or warranties set forth in this Agreement; or (ii) any breach of any other term of this Agreement by the other Party or its respective directors, officers, employees or agents.
6. Confidentiality. From time to time, either Party (the "Disclosing Party") may disclose or make available to the other Party (the "Receiving Party"), whether orally or in physical form, confidential or proprietary information concerning the Disclosing Party and/or its customers, business, vendors, products or services in connection with this Agreement (together, "Confidential Information"). Receiving Party will not copy, use or permit the use of Disclosing Party's Confidential Information except to the extent necessary in connection with the purposes of this Agreement. Receiving Party will not disclose or permit the disclosure of Disclosing Party's Confidential Information, except to its employees, contractors, agents, consultants or professional advisors, who need to know such Confidential Information in connection with the purposes of this Agreement, and who have a legal duty to maintain the confidentiality of the Confidential Information and to use the Confidential Information only as permitted by this Agreement and who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein. Receiving Party will further use at least the same degree of care it would use to protect its own Confidential Information of like importance, but in any case with no less than a reasonable degree of care, including without limitation, maintaining information security standards for such Confidential Information as are commercially reasonable and customary for the type of information, and with regard to Nonpublic Personal Information, the Receiving Party will comply with the information security standards specific to such information set forth in this Agreement. Neither Party will communicate any information to the other Party in violation of the proprietary rights of any third party. The Receiving Party shall be responsible for any breach of this section by its employees, subcontractors, representatives, and agents. The Receiving Party acknowledges and agrees that the Confidential Information of the Disclosing Party will remain the sole and exclusive property of the Disclosing Party, and the disclosure of such information to the Receiving Party does not confer upon it any license, interest, or right

of any kind in or to the Confidential Information, except as provided under this Agreement.

- a. Exclusions. The term “Confidential Information” shall not include any information that: (i) was independently developed by the Receiving Party without use of or reference to any Confidential Information belonging to the Disclosing Party; (ii) was acquired by the Receiving Party from a third party having the legal right to furnish same to the Receiving Party without disclosure restrictions with respect to such information; (iii) was at the time in question (whether at disclosure or thereafter) generally known by or available to the public (through no breach of this Agreement by the Receiving Party), except to the extent that the information is the Protected Personal Information of a homeowner or the contents of any database notwithstanding the fact that such information may include or consist of information that is or becomes publicly available, or (iv) was in the Receiving Party’s possession before being disclosed to it by the Disclosing Party. However, notwithstanding the fact that a portion of a Party’s Confidential Information is or becomes not confidential, the Party’s obligations under this section will continue to apply to all other Confidential Information. This section will not prevent a Party from disclosing Confidential Information to the extent required by a government agency or court of competent jurisdiction.
- b. Required Disclosures. These confidentiality obligations shall not restrict any disclosure required by order of a court or any governmental agency, provided that in the case of an order, the Receiving Party gives prompt notice (unless prohibited by applicable law from providing such notice) to the Disclosing Party of any such order and reasonably cooperates with the Disclosing Party at the Disclosing Party’s request and expense to resist such order or to obtain a protective order. In the event a Receiving Party anticipates that it may be required for any reason to release or disclose Confidential Information of a Disclosing Party outside its organization, the Receiving Party will promptly notify the Party whose Confidential Information is sought and will take such actions as may be necessary or reasonably requested by such Party to provide such Party with a meaningful opportunity to seek a protective order or otherwise respond in such manner as such Party deems appropriate.
- c. Legal and Regulatory Compliance. Each Party will comply with all legal and regulatory requirements applicable to Confidential Information, including without limitation those relating to privacy or the safeguarding of information that identifies, relates to or describes a particular individual (“Protected Personal Information”).
- d. Breach of Confidential Information. In the event a Party (the “Breached Party”) knows or reasonably believes that there has been any unauthorized access to or acquisition of data that compromises the security, confidentiality or integrity of Confidential Information (“Security Breach”) of the other Party (the “Injured Party”), the Breached Party will: (A) promptly notify the Injured Party; (B)

promptly investigate, correct, mitigate or otherwise deal with the Security Breach at the Breached Party's expense, including, without limitation, by identifying Confidential Information affected by the Security Breach and preventing the continuation and recurrence of the Security Breach; (C) provide to the Injured Party and its designees all information and assistance needed to enable the Injured Party to provide timely notices disclosing a Security Breach as required by applicable law, including, without limitation, technical forensics assistance to determine the extent of the Security Breach and identify the names and contact information of affected individuals; and (D) without limiting any other rights or remedies that may be available to the Injured Party, and provided that such Security Breach resulted from the negligence or willful misconduct of the Breached Party or its employees, reimburse the Injured Party for the expenses the Injured Party incurs as a result of the Security Breach, including, without limitation, any expenses Injured Party incurs in investigating the Security Breach and notifying affected individuals. If both Parties are required to notify affected individuals following a Security Breach, each Party will discuss whether it would be appropriate and feasible to provide a single form of notice. In addition, the Injured Party will have the right to approve (such approval not to be unreasonably withheld) notices provided by the Breached Party to the extent such notices identify the Injured Party or could lead to a belief that the Injured Party was involved in the Security Breach.

- e. Return of Confidential Information. Each Party will return (and, with respect to items that cannot be returned, such as electronic copies, destroy) all Confidential Information to the Disclosing Party promptly upon the earliest to occur of: (i) written demand by the Disclosing Party; (ii) termination of this Agreement; or (iii) completion of all Services. Notwithstanding the foregoing, if Receiving Party is required by applicable law or regulation including, without limitation, legally binding requirements imposed by a self-regulatory organization) to retain any documents that include Disclosing Party's Confidential Information, Receiving Party will be permitted to retain such documents to the extent necessary to comply with such law or regulation; provided, however, that such documents will continue to be subject to this section. Upon Disclosing Party's request, Receiving Party will promptly certify in writing that it has complied with this requirement. Subject to the restrictions set forth in this Agreement, Agency retains the right to use data gathered from homeowners during the delivery of education and counseling services in order to provide ongoing counseling services to homeowner and for Agency's own internal reporting, quality assurance, and research purposes.
- f. Business Associates Agreement. Contemporaneously with the execution of this Agreement, the Parties will execute a Business Associates Agreement in the form set forth on Exhibit B.

Section 6 shall survive the expiration or termination of this Agreement.

7. Client Data. NAHAC grants to Springboard a perpetual royalty-free, nonexclusive license to retain a copy of all data used to deliver Services under this Agreement and to use such data for service delivery related to its mission, as well as compliance, quality assurance, research and reporting purposes for its granting partners and others, which license will survive the expiration or termination of this Agreement. The terms of Section 6 will apply to the information retention permitted pursuant to this Section 7.
8. Modification, Amendment and Waiver. No modification, amendment or waiver of any provision of this Agreement will be valid unless it is in writing and signed by both Parties. No waiver at any time of any provision of this Agreement will be deemed a waiver of any other provision of this Agreement.
9. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of each of the Parties hereto and their respective successors and assigns.
10. Assignment. This Agreement shall not be assignable by either Party, in whole or in part, without the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld or delayed, except that this Agreement may be assigned without such consent to an Affiliate or successor of either Party, provided that, unless otherwise expressly agreed by the Parties, any such assignment pursuant to the foregoing shall not relieve the assigning Party of any of its obligations under this Agreement.
11. Survival. Each Party's rights and obligations under the Agreement will survive the expiration or earlier termination of the Agreement.
12. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is for any reason declared invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement. In addition, if any provision of this Agreement is for any reason declared invalid, illegal or unenforceable by a court of competent jurisdiction, the Parties will promptly substitute for such provision an enforceable provision that preserves the original intentions of the Parties to the maximum extent possible in accordance with applicable law.
13. Notices. All notices required or permitted hereunder will be in writing and will be deemed to have been properly given (i) upon delivery, if delivered personally or by a nationally recognized courier service, or (ii) five (5) business days after mailing, if mailed by certified mail, postage prepaid, return receipt requested. In each case, notices must be addressed to the Parties at the addresses indicated in Paragraph 2 (or to such other address of which a Party may notify the other).
14. Publicity. Neither Party will disclose, advertise or publish the fact that of this Agreement of related Services without the prior approval of the other Party. Notwithstanding the foregoing, unless notified otherwise by NAHAC Springboard may include NAHAC and the associated program results in any list that it provides to organizations for public relations, marketing or grant solicitation purposes.

15. Governing Law. This Agreement will be construed, and the rights and obligations of the Parties determined, exclusively in accordance with the substantive laws of the state of Nevada. The Parties hereby submit to the personal jurisdiction of said Court and consent to the dismissal of any action related to this Agreement that is brought in any other forum.
  
16. Independent Contractor. Pursuant to this Agreement, Springboard is an independent contractor of NAHAC. Springboard provides and will provide, directly or indirectly, its Services and NAHAC acknowledges that Springboard shall have the right to control and direct the means, manner, and method by which it performs and provides its Services to homeowners. Nothing in this Agreement will create any association, partnership or joint venture or any agency or employer-employee relationship between the Parties.

Agreed to by:

	Springboard	NAHAC
Signature		
Name	Todd Emerson	
Title	Chairman, Board of Managers	President and Chairman of the Board
Date		

ATTACHMENTS:

EXHIBIT A: STATEMENT OF WORK

**EXHIBIT A- STATEMENT OF WORK**

**Schedule A - Services A**

Springboard’s Initial Statement of services and rate for supporting NAHAC’s current/interim program and supporting transition to long term operational platform is as follows.

If any of the monthly thresholds for the flat fees set forth below are not met in a particular month then the following applies:

The deficit total, not to exceed 20 percent of the threshold amount, can be carried into the next month, thereby resulting in the increase to the minimum threshold for the following month. Using the Client Application service as an example, if in month one (1) total applications completed are 50, the 5 count deficit would be carried over to the next month. The 2<sup>nd</sup> month’s flat rate count would be increased to 60. The total carry over amount for all months must not exceed 20 percent of the threshold amount. Therefore, for example, the 55 threshold for completed applications can never exceed 66 (20 percent of the threshold amount).

<b>Services</b>	<b>Description</b>	<b>Rates</b>
Call Center Support	<ol style="list-style-type: none"> <li>1. Receive and support incoming calls to NAHAC client services phone number, XXX-XXX-XXX</li> <li>2. Answer questions and/or route calls accordingly.</li> <li>3. Offer clients self-assessments</li> <li>4. Perform Self-Assessment for each client calling NAHAC hotline to assess pass/fail for preliminary eligibility.</li> <li>5. Register clients as applicable.</li> </ol>	<ol style="list-style-type: none"> <li>1) \$1,500 for 200 calls per month (fee includes customer support, self-assessments and registrations).</li> <li>2) For calls in excess of 200 per month, \$7.00 per Self Assessments and \$2.00 per Registration.</li> </ol>
Client Application	<ol style="list-style-type: none"> <li>1. Offer and complete NAHAC on-line application, as applicable.</li> </ol>	<ol style="list-style-type: none"> <li>1) \$3,000 for 55 completed applications per month.</li> <li>2) For completed applications in excess of 55 per month, \$67.50 per Completed Application.</li> </ol>
Housing Counseling	<ol style="list-style-type: none"> <li>1. Offer and perform NFMC Foreclosure Prevention Housing counseling, as applicable. Springboard shall be the designated Housing Counseling Agency for all NAHAC files processed by Springboard.</li> </ol>	No charge.

Document Collection & Processing	<ol style="list-style-type: none"> <li>1. Facilitate receipt of NAHAC’s initial required client document package. (Exhibit A). <ol style="list-style-type: none"> <li>a. Perform welcome call and program overview to client.</li> <li>b. Answer client questions and perform, as needed, several client follow up telephone calls and email communications for incomplete, incorrect or outstanding documents.</li> </ol> </li> <li>2. Complete Pre-Eligibility Checklist.</li> <li>3. For inactive or unresponsive clients, enable up to 3 out-bound calls and/or email follow up attempts per client within 15 days of application complete date.</li> <li>4. Initiate file closure as incomplete or withdraw status at: <ol style="list-style-type: none"> <li>a. Clients verbal or written request;</li> <li>b. No contact, response or client activity within 7 business days of requests and/or messages to submit documentation.</li> </ol> </li> <li>5. Update applicable system information and notes relative to work performed.</li> <li>6. Prepare eligibility check list (exhibit B, TBD) for completed client document packages.</li> <li>7. Submit completed document and eligibility check list to NAHAC (via secure protocols)</li> </ol>	<p>\$150.00 per completed file. When the file is 75% complete, 75% of the fee in the amount of \$112.50 will be paid. The remainder of the fee, \$37.50, will be paid when 100% of requested documents and data are received.</p> <p>A file is deemed 75% complete when the documents and data identified on <u>Schedule A-1</u> to this <u>Exhibit A</u> are received and in the file.</p>
Program Set Up	Springboard Internal Set Up of its Systems and Training of its Personnel to Provide the Services to NAHAC under this Agreement.	One time flat fee of \$5,000 due at contract signing.

Out of scope services:

- General client email inquiries and exchanges which are unrelated to the client’s self-assessment, registration, application, document collection, housing counseling and other services provided by Springboard to NAHAC
- Follow up on secondary and ancillary documentation needed from client after initial document package IS delivered to NAHAC.
- Eligibility and/or underwriting determination.
- Interactions with NAHAC 3<sup>rd</sup> party service providers or vendors.
- Operations Software or network hardware support.
- Servicer interactions, communications and/or coordination.
- Program specific quality control or audit.



-Efforts to support long term program transition and related implementation

Agreed to by:

	Springboard	NAHAC
Signature		
Name	Todd Emerson	
Title	Chairman, Board of Managers	President and Chairman of the Board
Date		

**Schedule A-1**  
**Identification of Documents and Data Required for 75% Completion of a File**

For a file to be considered 75% complete, eight (8) of eleven (11) of the documents described below for an applicant without a homeowner’s association and nine (9) of twelve (12) of the documents described below for an applicant with a homeowner’s association must be obtained and delivered to NAHAC. All documents must be received in their entirety to be considered as complete, including signature and date, when applicable. The documents with a \* below must be provided or a file will not be considered 75% complete.

- 1) Driver’s License or State Issued Identification Card(s)\*
- 2) Social Security Card(s)
- 3) Request for Mortgage Assistance Affidavit (RMA)/Dodd Frank\*
- 4) Third Party Authorization
- 5) Borrower Certification
- 6) Form 4506-T
- 7) First, second and any subordinate mortgage statements on property
- 8) Paystubs (four weeks)
- 9) Complete tax return, including W-2 and corresponding schedules, signed and dated (most recent tax year)
- 10) Recent bank statements (60 days and earlier)
- 11) Most recent utility statements for garbage and sewer
- 12) When applicable, most recent homeowner’s association statement

Agreed to by:

	Springboard	NAHAC
Signature		
Name	Todd Emerson	

Title	Chairman, Board of Managers	President and Chairman of the Board
Date		

**Schedule B - Services B**

Springboard Statement of services and rates for supporting NAHAC’s current/interim program for Outreach activities on existing in process clients is as follows:

Services	Description	Rates
Incomplete Application Outreach	1. Perform outbound follow up call and email campaign(s) for existing clients with an “in-queue but incomplete on-line applications status: <ul style="list-style-type: none"> <li>a) Make 3 call and email attempts over 14 day period week period. If client email is available, send at least 3 follow up notifications.</li> <li>b) For right party contact, offer to client to review, update and complete the application. Once completed, begin registration, housing counseling and document collection processes, otherwise, offer housing counseling.</li> <li>c) For unable to contact after 3rd attempt, or clients that self-withdraw, provide NAHAC clients applications to withdraw or close as incomplete.</li> <li>d) Record notes on NAHAC operating system of work performed.</li> </ul>	No charge except that the rates and requirements for payment of fees for Client Application and Document Collection set forth on Schedule A will apply.

Agreed to by:

	Springboard	NAHAC
Signature		
Name	Todd Emerson	
Title	Chairman, Board of Managers	President and Chairman of the Board
Date		

**EXHIBIT B- FORM OF BUSINESS ASSOCIATES AGREEMENT**

*TO FOLLOW – IN PROCESS.*