

**SERVICES AGREEMENT-**  
**Nevada Affordable Housing Assistance Corporation**

This Services Agreement ("Agreement") is entered into as of June 9, 2016, by and between the CalHFA Mortgage Assistance Corporation, a California nonprofit public benefit corporation ("**CalHFA MAC**" or "**Contractor**"), and Nevada Affordable Housing Assistance Corporation, a Nevada non-profit corporation ("**NAHAC**" or "**Client**") each a "**Party**" or collectively "**Parties**".

**RECITALS**

A. California Housing Finance Agency, a public instrumentality and political subdivision of the State of California ("**CalHFA**") created CalHFA MAC, an "**Eligible Entity**," to administer funds allocated to the State of California by the U.S. Department of Treasury ("**Treasury**") pursuant to the Housing Finance Agency Innovation Fund for the Hardest Hit Housing Markets ("**Hardest Hit Fund**" or "**HHF**"). CalHFA MAC is an "Eligible Entity" that has an obligation to provide and perform services under that certain "HFA Participation Agreement" (the "**HPA**") entered into with Treasury, as the same is amended from time to time.

B. CalHFA MAC is organized to administer grants, loans and other forms of financial resources targeted to help prevent avoidable foreclosures in the state of California under its Keep Your Home California program ("**KYHC**").

C. CalHFA MAC designed five programs to accomplish its goals. The programs are: the Unemployment Mortgage Assistance Program ("**UMA**"), the Mortgage Reinstatement Assistance Program ("**MRAP**"), the Principal Reduction Program ("**PRP**"), the Transition Assistance Program ("**TAP**") and the Reverse Mortgage Assistance Pilot Program ("**RevMAP**") (collectively the "**Programs**" or "**KYHC Programs**"). Programs may be changed, added, or deleted to address changing needs of California residents.

D. NAHAC is the "**Eligible Entity**" which administers the HHF funds allocated to the State of Nevada by Treasury pursuant to the HPA, as amended from time to time (the "**Nevada HPA**"), between Treasury, NAHAC and the Nevada Housing Division, a Division of the Department of Business & Industry of the State of Nevada. NAHAC is obligated to provide and perform services under the Nevada HPA.

E. Any payment made under or pursuant to an agreement for services entered into by CalHFA MAC or NAHAC, including this Agreement, involves federal funding that originated under the HHF. The Parties each acknowledged that they are aware that the receipt of any payment pursuant to the terms of this Agreement makes the recipient of such payment a "**HHF Recipient**" under the terms of the HPA and thereby imposes certain responsibilities and obligations on such HHF Recipient.

F. NAHAC desires to obtain professional consulting services from CalHFA MAC in connection with Nevada's HHF programs ("**NAHAC Programs**") administered by NAHAC under the Nevada HPA.

G. CalHFA MAC has the requisite experience and expertise to provide those services.

H. NAHAC desires to employ CalHFA MAC to perform the services described herein.

Therefore, in consideration of the premises and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, CalHFA MAC and NAHAC agree as follows:

### **AGREEMENT**

1. Status of CalHFA MAC and CalHFA MAC Priorities

a. CalHFA MAC will be at all times an independent contractor and not an agent or employee of NAHAC. As used herein, the term "independent contractor" means CalHFA MAC, CalHFA MAC contractors and any personnel provided by CalHFA ("**CalHFA MAC Staff**"), who will render the Services (as defined below in Section 2) specified herein for the specified compensation. It is expressly agreed by the parties hereto that no work, act, commission or omission of CalHFA MAC pursuant to the terms and conditions of this Agreement shall be construed to make or render CalHFA MAC the agent, employee or servant of NAHAC. Except as otherwise set forth in this Agreement, CalHFA MAC shall pay all compensation, benefits, payroll taxes and worker's compensation for CalHFA MAC and all CalHFA MAC Staff provided hereunder, and shall hold NAHAC harmless and free from liability or cost (including attorney's fees) arising from any claim by or on behalf of any CalHFA MAC Staff or governmental agency, or any other person alleging that any CalHFA MAC Staff is an employee of NAHAC.

b. The employees of Springboard Solutions LLC, a California limited liability company, that work exclusively on KYHC Programs ("**Springboard Employees**") may only work on the Services for NAHAC if approved to do so in writing by CalHFA MAC.

c. CalHFA MAC's Staff are under the sole control of CalHFA MAC. NAHAC does not have the authority to direct or control CalHFA MAC Staff and CalHFA MAC resources.

d. CalHFA MAC Staff's priority is to meet the needs of California homeowners and KYHC Programs. Notwithstanding this Agreement, in no event shall the Services (defined below) provided to NAHAC, by CalHFA MAC Staff, take precedence or priority to the needs, goals, obligations, objectives, KYHC Programs or requirements under the HPA, or otherwise conflict with the direction of CalHFA MAC's President ("**CalHFA MAC Priorities**"). NAHAC acknowledges and agrees that CalHFA MAC, and CalHFA MAC Staff, will deliver

Services to NAHAC only if delivery of those Services do not interfere, prohibit, delay, or otherwise adversely impact CalHFA MAC Priorities and KYHC Programs.

e. NAHAC acknowledges and understands that CalHFA MAC Staff may suspend work on the Services, for as long as necessary, to work on CalHFA MAC Priorities and KYHC Programs.

2. CalHFA MAC's Services

a. CalHFA MAC may provide to NAHAC consulting services, which includes but is not limited to expertise, know-how, and Work (as defined in Section 15) (when applicable), and business tools (as available) to operate, develop and administer NAHAC Programs (collectively, the “**Services**”) in the following areas:

1. Administrative Services. CalHFA MAC may provide expertise, know-how and share Work in areas, including, but not limited to:
  - Organizational structure.
  - Roles and responsibilities.
  - Program policies.
  - Contract and vendor management.
  - HPA amendments that relate to NAHAC Program changes.
  - Risk identification and management.
  - Wind down planning and communication.
  - Overseeing, monitoring, training and managing the performance of and relationships with external counseling agencies.
2. Financial Management Services. CalHFA MAC may provide expertise, know-how and share Work in areas, including, but not limited to:
  - Development and maintenance of administrative and program accounts.
  - Generating, editing, and communicating financial statements.
  - Recovery of funds from servicers and liens.
  - Vendor review and payment of draws.
  - Financial reporting.
3. Information Technology (IT) Services. CalHFA MAC may provide advice and Work in areas, including, but not limited to:
  - CMAC (as defined in Section 15) development, maintenance and deployment.
  - Disaster recovery and business continuity.
  - Infrastructure implementation and maintenance necessary to support NAHAC Programs.
  - Software licensing management.

- Oversight of delivery of IT scope components including but not limited to disaster recovery and business continuity planning, testing, implementation, monitoring and management.
4. Marketing Services. CalHFA MAC may provide referrals to vendors with expertise in areas, including, but not limited to:
    - Web hosting, site design and maintenance.
    - Marketing Strategies.
    - Work that NAHAC may modify and use, subject to the limitations set forth in Section 15.
    - Community outreach.
    - Management of public relations.
    - Monitoring the effectiveness of marketing and public relations efforts.
  5. Operations Services. CalHFA MAC may provide expertise, know-how and Work in areas, including, but not limited to:
    - Call center and call center scripts.
    - Common Data File management.
    - Transaction funding.
    - Workflow management.
    - Homeowner notifications.
    - Document collection.
    - Collateral document execution and management.
    - Lien management.
    - Policies and procedures.
    - Program eligibility.
    - Staff training.
  6. Operations Oversight Services. CalHFA MAC may provide expertise, know-how and share Work in areas, including, but not limited to:
    - CMAC (overseeing, coding, etc.), subject to the limitations set forth in Section 15.
    - Written communication with homeowners.
    - Reserves, projection and monitoring of funds.
    - Manager approved program exceptions.
    - Monitoring homeowner approval performance, improvement of operations and delivery of services.
  7. Quality Control and Compliance Services. CalHFA MAC may provide expertise, know-how and share Work in areas, including, but not limited to:
    - Information security, breach, fraud and red flags.
    - Oversight of Non-Public Personal Information.
    - Quality Control (QC) / Quality Assurance (QA) of call center and transaction processing.

- Escalation management and resolution.
8. Reporting Services. CalHFA MAC may provide expertise, know-how and suggestions, in areas, including, but not limited to:
    - Management/Operations/Oversight Reports.
    - Quarterly Financial Reports and Quarterly Performance Reports to Treasury.
      - CalHFA MAC is in no way responsible for the content of or the generation and communication of the NAHAC Quarterly Financial Reports and Quarterly Performance Reports to Treasury.
  9. Servicer Management. CalHFA MAC may provide expertise, know-how and share Work in areas, including, but not limited to:
    - Servicer onboarding and management.
    - Servicer outreach to homeowners.
    - Servicing system onboarding, testing, management and training.

b. NAHAC is solely responsible and required to take any and all steps to implement the NAHAC Programs. CalHFA MAC has no responsibility for or obligation to implement Work, policies, procedures, systems, etc. in support of NAHAC Programs.

c. These Services do not include legal advice, management of the NAHAC operations or programs, entering into any agreements on behalf of NAHAC, negotiating on behalf of NAHAC, providing staff to operate and execute NAHAC operations or programs, drafting of any reports or loan documents, or services to execute any actions on behalf of NAHAC.

### 3. Term

This Agreement shall cover services rendered hereunder from June 1, 2016 through May 30, 2017 (“*Term*”).

### 4. Compensation

a. Due to the individual expertise and know-how of CalHFA MAC Staff, CalHFA MAC shall, in its absolute and sole discretion, determine which CalHFA MAC Staff member(s) will provide Services. CalHFA MAC reserves the right to change, replace, increase, and decrease CalHFA MAC Staff without notice.

b. NAHAC shall reimburse CalHFA MAC 100% for any hours worked by Springboard Employees on the Services that are billed to CalHFA MAC.

c. Upon monthly submission of an invoice for the Services performed and time expended, NAHAC will reimburse CalHFA MAC 100% for hours worked at the rates as

shown in Exhibit A. Unless otherwise agreed to in writing, all payments due to CalHFA MAC under this Agreement shall be made within thirty (30) business days after NAHAC's receipt of an invoice.

NAHAC will also reimburse CalHFA MAC for out-of-pocket costs and expenses incurred by CalHFA MAC in performance of the Services, including (1) reasonable and actual amounts for package delivery, document production, long-distance telephone calls, facsimile transmission, and (2) travel, meals, and lodging expenses in accordance with State of California Department of Personnel administration Regulations, 2 CCR Section 599.615, et seq.

5. Nondiscrimination Clause

a. During the performance of this Agreement:

(i) CalHFA MAC and NAHAC shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex, gender, gender identity, gender expression, sexual orientation, familial status, disability (including HIV and AIDS), genetic information, citizenship, primary language, immigration status, or any other basis prohibited by federal law; and

(ii) CalHFA Mac shall comply with the applicable antidiscrimination laws of the State of California and NAHAC shall comply with the applicable antidiscrimination laws of the State of Nevada.

Both Parties shall ensure that all of their respective contractors and subcontractors have agreed that they will ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

6. NAHAC's HHF Cooperation

a. NAHAC shall cooperate with CalHFA MAC in the performance of CalHFA MAC's Services under this Agreement.

b. NAHAC shall provide personnel, with suitable training and skills, in the following areas: administration, financial management, IT, marketing, operations, operations oversight, quality control, compliance, and any other personnel as required by CalHFA MAC (collectively "**Key Personnel**").

c. NAHAC shall have Key Personnel in place prior to, or as soon as reasonably possible after, execution of this Agreement. Failure to provide Key Personnel in a timely fashion will result in delay of Services under this agreement and may lead to increased expenses and/or termination of this Agreement.

d. NAHAC is solely responsible for deciding, carrying out and implementing any

of the recommendations provided by CalHFA MAC and the NAHAC Programs.

e. NAHAC is solely responsible for any and all program outcomes as a result of their decisions to implement the NAHAC Programs.

7. Entirety, Amendments, Construction, Breach, End of HHF Funding

a. This Agreement supersedes any and all other agreements, oral or in writing, between the Parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to said matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied or referred to herein, and that no other agreement, statement, or promise not contained or referred to in this Agreement shall be valid or binding.

b. This Agreement is entire as to all of the performance to be rendered under it. NAHAC's breach of any of its performances or duties required hereunder shall constitute a breach of the entire Agreement and shall give CalHFA MAC the right to terminate this Agreement. CalHFA MAC's breach of any of its performances or duties required hereunder shall constitute a breach of the entire Agreement and shall give NAHAC the right to terminate this Agreement.

c. No amendment or modification of the provisions of this Agreement shall be valid unless made in writing and signed by the parties hereto.

d. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both of the parties had prepared it.

e. The Parties acknowledge that this Agreement will immediately terminate in the event of Federal or Congressional action or inaction which jeopardizes the continuation of the HHF programs as a whole, including a failure to appropriate funds to support it, or nullification of the authorization of the HHF programs.

8. Notice

Any notice, tender, or delivery to be given hereunder by either Party to the other may be effected by personal delivery, in writing, by facsimile transmission, by e-mail or by mail, postage prepaid, and shall be deemed communicated as of the date of actual receipt. Mailed notices shall be addressed as set forth below, but each Party may change its address by written notice in accordance with this paragraph.

|                            |  |  |
|----------------------------|--|--|
| <p>To NAHAC:</p>           | <p>If By U.S. Mail:<br/> P.O. Box 15142<br/> Las Vegas, Nevada 89114<br/> Attention: Verise Campbell, COO</p> <p>Physical Location for Delivery:<br/> 3016 West Charleston Boulevard,<br/> Suite 160<br/> Las Vegas, Nevada 89102<br/> Attention: Verise Campbell, COO<br/> Tel: ( 702 ) 570-5579<br/> Fax: ( 888 ) 502-2267<br/> Email: vcampbell@nahac.org</p>   | <p>With Copy to:<br/> Stefanie Sharp<br/> Robison, Belaustegui, Sharp &amp; Low<br/> 71 Washington Street<br/> Reno, Nevada 89503<br/> Tel: (775) 329-3151<br/> Fax: (775) 329-7941<br/> Email: ssharp@rbsllaw.com</p>   |
| <p>To CalHFA<br/> MAC:</p> | <p><u>If by mail:</u><br/> <u>If by U.S. Mail:</u></p> <p>CalHFA Mortgage Assistance<br/> Corporation<br/> Post Office Box 4034, MS 1450<br/> Sacramento, California 95812-4034<br/> Attention: Diane Richardson,<br/> President</p> <p><u>With copy to:</u><br/> California Housing Finance Agency<br/> Office of General Counsel<br/> Post Office Box 4034, MS 1440<br/> Sacramento, California 95812-4034<br/> Attention: Summer Kalwani,<br/> Attorney III</p> | <p><u>If by other means:</u></p> <p>CalHFA Mortgage Assistance Corporation<br/> 500 Capitol Mall, Suite 1400, MS 1450<br/> Sacramento, California 95814<br/> Facsimile: (916) 324-8640<br/> Attention: Diane Richardson<br/> President</p> <p><u>With copy to:</u><br/> California Housing Finance Agency<br/> Office of General Counsel<br/> 500 Capitol Mall, Suite 1400, MS 1440<br/> Sacramento, California 95814<br/> Facsimile: (916) 322-3151<br/> Electronic Mail: skalwani@calhfa.ca.gov<br/> Attention: Summer Kalwani, Attorney III</p> |



9. Nonassignability

No assignment of the rights, nor delegation of the duties of Parties, whether in whole or in part, shall be valid unless specifically agreed to in writing by all Parties.

10. Remedies, Attorney's Fees, Costs

a. Should either Party default in the performance of this Agreement or materially breach any of its provisions, the nondefaulting Party shall have, in addition to any other remedy provided for at law or in equity, the option of terminating this Agreement immediately by giving written notice to the defaulting Party.

b. Either Party may terminate this Agreement immediately upon giving notice in writing to the other Party. Such termination may occur without cause and shall be without penalty to the Party terminating this Agreement. Upon such termination, NAHAC shall compensate CalHFA MAC for the work performed and time expended by CalHFA MAC prior to the date of termination of this Agreement.

c. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief to which that party may be entitled. This provision for the recovery of attorney's fees and costs shall be construed as applicable to the entire Agreement.

11. Partial Invalidity

If any provision of this Agreement shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

12. Indemnification and Waiver

CalHFA MAC shall not be liable for any claims asserted against NAHAC arising out of in any way by: (i) CalHFA MAC's performance of the Services in this Agreement; (ii) NAHAC's implementation of its operations and programs; or (iii) claims made or resulting from any release of confidential information or data provided to NAHAC by CalHFA MAC. To the extent NAHAC has insurance coverage which covers such a claim, NAHAC shall indemnify, defend and hold harmless CalHFA MAC, its officers, and staff from any and all claims and losses accruing or resulting to any person, firm, entity, corporation or imposed by court of law, or administrative action of any governmental authority arising out of in any way by: (i) CalHFA MAC's performance of the Services in this Agreement; (ii) NAHAC's implementation of its operations and programs; or (iii) claims made or resulting from any release of confidential information or data provided to NAHAC by CalHFA MAC. In

addition, NAHAC hereby waives and forever relinquishes any and all claims, actions, suits, debts, bills, damages, liabilities and demands whatsoever to which it may become entitled subsequent to the execution of this Agreement against CalHFA MAC its officers, directors, CalHFA MAC Staff, agents, successors and assigns, by reason of any matter, cause or thing relating to or arising from the Services.

13. Drug-Free Workplace Requirements

NAHAC will comply with the requirements of California's Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by California Government Code § 8355(a)(1).

b. Establish a Drug-Free Awareness Program as required by California Government Code § 8355(a)(2) to inform employees about:

(i) the dangers of drug abuse in the workplace;

(ii) the person's or organization's policy of maintaining a drug-free workplace;

(iii) any available counseling, rehabilitation and employee assistance programs; and,

(iv) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

(i) receive a copy of the NAHAC's drug-free workplace policy statement; and,

(ii) agree to abide by the terms of the NAHAC's statement as a condition of employment on the Agreement.

**Failure to comply with these requirements may result in suspension of Services under this Agreement or termination of the Agreement or both** if it is determined that any of the following has occurred: NAHAC has made false certification, or violated the certification by failing to carry out the requirements as noted above. (California Government Code Section 8350, et seq.).

14. Child Support Compliance Act

a. NAHAC recognizes the importance of child and family support obligations and shall fully comply with all applicable Nevada State and Federal laws relating to child and family support enforcement.

15. Copyright and Ownership of Work

a. The term “Work”, as used in this Paragraph shall mean all verbal, written and printed matter, photographs, art work, pictorial reproductions, drawings or other graphic representations and works of a similar nature, sound recording, films, tapes, original computer programs (including executable computer programs, business tools, and supporting data in any form), documents, templates, marketing materials, policy and procedures and any other materials or products conceptualized, developed and/or produced by or for CalHFA MAC. The Work shall remain the property of CalHFA MAC.

b. License to the CMAC System. CalHFA MAC is the property of CalHFA MAC. CalHFA MAC grants to NAHAC a perpetual, nontransferable, non-exclusive license to the CMAC System solely for NAHAC Programs or public purposes. This license provided to NAHAC hereunder is on an “AS-IS” and “AS-AVAILABLE” basis without warranty of any kind, expressed or implied. At no time may NAHAC sell or offer to sell the CMAC System to any other parties. CMAC System includes without limitations those software modules commonly referred to as Triage, Counseling, Set-up, Processing, Eligibility, Disbursement Engine, Funding, Data Repository, Homeowner Document Management System (DMS), Document Prep Engine and Letter Writer. Exhibit B provides a graphic representation of the CMAC system topology.

c. CalHFA MAC grants NAHAC the right to use and duplicate the Work, in whole or in part, in any manner contemplated by this Agreement for the NAHAC Programs or for a public purpose. NAHAC may not sell or offer to sell the Work to any other parties.

d. CalHFA MAC is not responsible for any and all damages or claims resulting in the application of Work provided by CalHFA MAC in support of NAHAC Programs. NAHAC agrees to indemnify, defend and hold harmless CalHFA MAC and its licensees and assigns, and their officers, director, employees, agents, representatives, successors, licensees and assigns from and against all claims, actions, damages, losses, costs and expenses, including reasonable attorney’s fees, which any of them may sustain because of the use by NAHAC of the Work and any other materials furnished by CalHFA MAC under this Agreement.

16. Confidentiality of Data

a. All financial, statistical, personal, technical, and operational information, including all non-public information of a consumer or customer of CalHFA MAC or NAHAC, and non-public technical and other data and information relating to CalHFA MAC's operation, which are made or become available to NAHAC shall be protected by both Parties from unauthorized use and disclosure. Both Parties will take all reasonable measures, including without limitation such measures as it takes to safeguard its own confidential information, to ensure the security and confidentiality of all information provided to it by the other Party, to protect against all threats or hazards to the security or integrity of the information, and to protect against unauthorized access to or use of the information.

b. Should either Party experience a breach of the security of any system it maintains to protect data provided by either Party or affecting any Party's operations or customers, or should any unauthorized release of confidential information occur: (i) both Parties will comply with applicable federal law; (ii) CalHFA MAC will comply with Civil Code Section 1798.82, and all other applicable California law; and (iii) NAHAC will comply with the provisions of Nevada Revised Statutes Chapter 603A and all other applicable Nevada law. Additionally, each Party will take all steps necessary to provide notice to the other Party and all interested parties, including any California or Nevada resident whose personal information was, or is reasonably believed to have been, acquired by an unauthorized person. Parties will also take all steps to correct the cause of said breach and take any and all actions CalHFA MAC or NAHAC deem necessary or appropriate.

c. Each Party shall have the right, upon reasonable notice, to audit and inspect the other Party's facilities, processes and procedures to ensure the integrity of all information provided by the Party conducting the inspection. At any time during the term of this Agreement, if either Party, each in its sole and absolute discretion, determines that the other Party's facilities, processes and procedures do not provide adequate security measures, the effected Party shall be entitled to take such actions as it deems necessary or appropriate to protect the information provided by the Party to the other.

d. Each Party reserves the right to require other Party, and any employees or contractors of said Party who may have access to any information provided by CalHFA MAC or NAHAC, to sign a confidentiality agreement.

17. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together shall constitute one instrument.

18. California & Nevada Public Records Acts

Each Party hereby acknowledges and agrees that, except to the extent that information may be exempt from public disclosure under the public records acts and open meeting laws of its jurisdiction (California for CalHFA MAC and Nevada for NAHAC), or otherwise exempt from disclosure, that each Party may be required to disclose information and records, pursuant to applicable federal laws and state laws of its jurisdiction (California for CalHFA MAC and Nevada for NAHAC) in response to inquiries from borrowers and other parties, formal inquiries from Treasury, Congressional committees and members, the Government Accounting Office, Special Inspector General for the Trouble Asset Relief Program (“SIGTARP”) and other government entities, as well as media and consumer advocacy group inquiries about NAHAC and CalHFA MAC HHF programs of which the Services are a component. In turn, each Party hereby agrees to respond promptly and accurately to all such requests made by the other Party and to comply with any related procedures that NAHAC, CalHFA MAC or Treasury may from time to time establish including, without limitation, the provision of related employee training. Each Party hereby further agrees that the other Party its directors, officers, agents, employees, representatives and advisors, will not be in breach of this Agreement as a result of any public disclosure required by federal law, the laws of the state of its jurisdiction or other applicable law.

19. Applicable Laws. Parties hereby agree that they shall be compliance with the Emergency Economic Stabilization Act of 2009 (P.L. 110-343) and all other federal, state and local laws, regulations, regulatory guidance, statutes, ordinances, codes and requirements applicable to the provision of the Services by Contractor, including, without limitation, the Truth and Lending Act [15 U.S.C. § 1601 et seq.], the Home Ownership and Equity Protection Act [15 U.S.C. § U.S.C. 1639], The Federal Trade Commission Act [15 U.S.C. § 41 et seq.], the Equal Credit Opportunity Act [15 U.S.C. § 701 et seq.], the Fair Credit Reporting Act [15 U.S.C. §1681 et seq.], the Fair Debt Collection Practices Act [15 U.S.C. § 1692 et seq.], the Real Estate Settlement Procedures Act [12 U.S.C. § 2601 et seq.], the Fair Housing Act [42 U.S.C. § 3601.], the Gramm Leach Bliley Act [15 U.S.C. §§ 6801-6809, inclusive.], and section 114 and section 315 of the Fair and Accurate Credit Transactions Act of 2003 [15 U.S.C. section 1681m(e) and section1681(h).], and all other federal and state laws and regulations applicable thereto, including, without limitation, those designed to prevent unfair, discriminatory or predatory lending practices, and tenant rights and licensing (the foregoing, collectively, the “*Applicable Laws*”) during the Term of this Agreement.

20. Legal Disclaimer.

a. The Services hereunder do not include legal advice. CalHFA MAC is not a law firm. CalHFA MAC Staff are not lawyers and they do not provide legal services or advice.

b. Any Services provided, including but not limited to, the content of any and all Work, documents, templates, materials, verbal or written guidance provided by CalHFA MAC shall not be construed as, and should not be relied upon for, legal advice in any circumstances or situations.

c. No attorney-client or confidential relationship exists or will be formed between NAHAC and CalHFA MAC or with any of CalHFA MAC Staff.

d. CalHFA MAC makes no representation and disclaims all liability that Services and Work comply with any and all state and federal laws or regulations, Treasury requirements, the Nevada HPA, SIGTARP.

e. NAHAC is responsible for seeking and providing their own legal counsel to confirm compliance with all state and federal laws.

21. Insurance

During such times as CalHFA MAC is engaged to perform Services pursuant to this Agreement, NAHAC shall carry errors and omissions/professional liability insurance, which shall provide coverage for CalHFA MAC against any legal claim arising out CalHFA MAC's Services.

22. Survival

The terms, conditions, and warranties contained in the Agreement that by their sense and context are intended to survive the performance hereof by the parties hereunder shall so survive the termination of the Agreement, whether by completion of the performance, cancellation, or otherwise. In addition, the terms of **Sections 12 (Indemnification) and 16 (Confidentiality of Data)**, shall survive the termination of this Agreement.

23. Governing Law

This Agreement shall be governed by the laws of the State of California. NAHAC agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue for any action brought hereunder shall be exclusively in the County of Sacramento.

24. Authority

Each person signing this Agreement on behalf of a party represents and warrants that he or she has the full right, power, legal capacity and authority to sign this Agreement on behalf of such party and that this Agreement shall be binding on that party without the approval of any other person or entity.

**CONTRACTOR'S SIGNATURE BELOW IS CERTIFICATION THAT CONTRACTOR AGREES TO AND WILL COMPLY WITH THE PROVISIONS OF SECTION(S) 13, 14 and 15 ABOVE.**

WHEREFORE, the parties hereto have executed this Agreement as of the date set forth above, and by their signatures acknowledge their understanding of and agreement to all of its provisions.

**NAHAC: NEVADA AFFORDABLE HOUSING ASSISTANCE CORPORATION,**  
a domestic non-profit corporation

By: \_\_\_\_\_  
Name: Michael Holliday  
Title: President / Chairperson

**CalHFA MAC: CalHFA MORTGAGE ASSISTANCE CORPORATION,**  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Diane Richardson  
President

24. Authority

Each person signing this Agreement on behalf of a party represents and warrants that he or she has the full right, power, legal capacity and authority to sign this Agreement on behalf of such party and that this Agreement shall be binding on that party without the approval of any other person or entity.


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WHEREFORE, the parties hereto have executed this Agreement as of the date set forth above, and by their signatures acknowledge their understanding of and agreement to all of its provisions.

**NAHAC: NEVADA AFFORDABLE HOUSING ASSISTANCE CORPORATION,**  
a domestic non-profit corporation

By:   
Name: Michael Holliday  
Title: President / Chairperson

**CalHFA MAC: CalHFA MORTGAGE ASSISTANCE CORPORATION,**  
a California nonprofit public benefit corporation

By:   
Diane Richardson  
President



**Exhibit A**

| <b>CalHFA MAC<br/>Staff Name</b> | <b>Hourly Rate<br/>Effective through<br/>September 30, 2016</b> | <b>Hourly Rate<br/>Effective Starting<br/>October 1, 2016</b> |
|----------------------------------|---|---|
| Bill Feigles                     | \$77.00   | \$79.31   |
| Chris Anglewirth                 | \$82.00   | \$84.46   |
| Denise Teora                     | \$55.32   | \$55.32   |
| Di Richardson                    | \$107.61  | \$107.61  |
| Janet Van-Y                      | \$82.00   | \$84.46   |
| Jean Mills                       | \$92.00   | \$94.76   |
| Lorrie Blevins                   | \$77.00   | \$79.31   |
| Robert Sessions                  | \$72.00   | \$74.16   |
| Sandra Gallagher                 | \$57.30   | \$57.30   |
| Scott Bie                        | \$122.00  | \$125.66  |
| Steve Gallagher                  | \$65.55   | \$65.55   |
| Tim Rost                         | \$87.00   | \$89.61   |

Exhibit B

# CMAC System Topology

