

**HOUSING CREDIT COUNSELING AGENCY PARTICIPATION
AGREEMENT FOR NEVADA HARDEST HIT FUND®**

This Housing Counseling Agency Participation Agreement for Nevada Hardest Hit Fund® (this "Agreement") is dated and effective as of _____, and is made and entered into by and between the Nevada Affordable Housing Assistance Corporation (hereinafter referred to as "NAHAC"), a Nevada nonprofit corporation, and [INSERT NAME OF HCA] (hereinafter referred to as "Housing Counseling Agency"), a Nevada nonprofit corporation.

WHEREAS, NAHAC is the "Eligible Entity" pursuant to the HFA Participation Agreement, as same may have been amended and may be further amended from time to time (hereinafter "Participation Agreement") entered into by the United States Department of the Treasury, the Nevada Housing Division and NAHAC for the purpose of providing foreclosure prevention services implementing the Hardest Hit Fund® Program in the State of Nevada; and

WHEREAS, the purpose of the Nevada Hardest Hit Fund® Program is to prevent and mitigate residential foreclosures and stabilize the housing market by assisting homeowners through a number of mortgage assistance programs; and

WHEREAS, some potential participants (collectively "borrowers") in the Nevada Hardest Hit Fund® Programs need assistance with the Nevada Hardest Hit Fund® application process; and

WHEREAS, Housing Counseling Agency is a HUD-approved housing counseling agency able and willing to provide the borrowers with assistance with their application process on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **TERM AND TERMINATION.** This Agreement shall be effective from the date set forth above and shall continue thereafter. Either party may terminate this Agreement without cause on ten (10) days written notice. Housing Counseling Agency also acknowledges that there may be Congressional action which jeopardizes the continuation of the Nevada Hardest Hit Fund® Programs as a whole, a failure to appropriate funds to support it, or any other federal action or inaction which nullifies the authorization or funding of the Nevada Hardest Hit Fund® Programs as a whole which shall immediately terminate this Agreement. NAHAC will notify Housing Counseling Agency if it becomes aware of the existence of legislative, administrative action or other action which imperils the continuation of the Nevada Hardest Hit Fund® Programs as a whole and the funding for it/them. Upon receipt of said notice, Housing Counseling Agency shall immediately cease providing services to borrowers.

a. **Winding Up of Business upon Termination.** In the event of termination of this Agreement for any reason, the parties agree that the provisions of this subparagraph shall survive the termination:

- i. Housing Counseling Agency shall satisfactorily complete work in progress if so requested by NAHAC;
- ii. Housing Counseling Agency shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by NAHAC; and
- iii. Housing Counseling Agency shall preserve, protect and promptly deliver into NAHAC's possession all records, documents and information required to effectuate the provisions of this subparagraph.

2. SCOPE OF WORK AND HOUSING COUNSELING AGENCY'S RESPONSIBILITIES. The work to be performed and the responsibilities assumed by Housing Counseling Agency under this Agreement are described in the description of the Scope of Service and Compensation Schedule (the "Service & Compensation Schedule") attached hereto as Exhibit 1. NAHAC reserves the right to amend and modify the Service & Compensation Schedule which will be issued to Housing Counseling Agency and which will replace the existing schedule when issued.

3. INCORPORATED DOCUMENTS. The following documents are incorporated into this Agreement:

- a. Exhibit 1 – Housing Counseling Agency Participation Agreement – Scope of Service & Compensation Schedule.

Unless an incorporated exhibit or attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such exhibit and this Agreement shall be construed consistently with the terms of this Agreement, which shall control.

4. CONFIDENTIALITY.

- a. Adherence to Legal Requirements; Security Measures. Housing Counseling Agency shall comply with all federal, state, and local laws, rules, regulations and ordinances governing or relating to privacy rights in connection with its performance under this Agreement including, without limitation, the Gramm-Leach-Bliley Act, 15 U.S.C. §6801-6809, as amended ("GLB"). The Housing Counseling Agency shall implement such physical and other security measures as shall be necessary to ensure the security and confidentiality of the "nonpublic personal information" held by Housing Counseling Agency of the "customers" and "consumers" (as those terms are defined in GLB) seeking assistance through the Hardest Hit Fund[®] Program, to protect against any threats or hazards to the security and integrity of such nonpublic personal information, and to protect against any unauthorized access to or use of such nonpublic personal information.

- b. Collection and Use of Nonpublic Personal Information. Housing Counseling Agency shall collect, use and disclose nonpublic personal information from customers and consumers which it comes into possession of through or in connection with its relationship with

NAHAC only in accordance with the terms of this Agreement and for the purpose of performing its obligations and responsibilities hereunder. Use and disclosure for the purpose of performing Housing Counseling Agency's obligations and responsibilities under this Agreement shall include the exchange and transfer of information to NAHAC whether that exchange or transfer occurs through a secure electronic portal or by some other means.

c. Testing of Security Measures. Housing Counseling Agency represents and warrants that it has implemented appropriate measures to meet the objectives of Section 501(b) of the GLB and of the applicable standards adopted pursuant thereto, as now or hereafter in effect. Upon request, Housing Counseling Agency will provide NAHAC evidence reasonably satisfactory to allow NAHAC to confirm that Housing Counseling Agency has satisfied its obligations under this Paragraph 4. Without limitation, evidence provided may include NAHAC's review of audits, summaries of test results and other equivalent evaluations of Housing Counseling Agency's security measures. Additionally, in conjunction with this Paragraph 4, Housing Counseling Agency grants NAHAC, its contractors and assignees, the United States Department of the Treasury, the Government Accountability Office ("GAO"), Congressional Oversight Panel or the Special Inspector General of the Troubled Asset Relief Program ("SIGTARP"), or any of their authorized representatives, the ability, at any reasonable time, to inspect, examine, review and audit its security measures at any office or location of Housing Counseling Agency.

d. Disclosure to Associates. Housing Counseling Agency agrees that it shall not use, allow, or authorize the use of any information obtained from Hardest Hit Fund[®] Program customers and consumers (both as defined in GLB) or any proprietary information obtained from NAHAC pursuant to this Agreement for any purpose other than those set forth in this Agreement. Housing Counseling Agency covenants and agrees that it shall transmit such information only to those of its principals, employees, subcontractors and assignees who need to know such information to carry out Housing Counseling Agency's responsibilities under this Agreement, who are advised of the confidential nature of the information, and who are bound to maintain the confidentiality thereof.

e. Notification of Security Breach. Housing Counseling Agency shall orally notify NAHAC immediately following its discovery of any suspected breach or compromise of the security, confidentiality or integrity of nonpublic personal information of any borrower or consumer and shall provide written notification of the suspected breach within two (2) calendar days.

f. Survival of Housing Credit Counseling Agency's Obligations. Housing Counseling Agency's obligations under this Paragraph 4 shall survive termination or expiration of this Agreement and shall exist as long as Housing Counseling Agency holds any information obtained pursuant to its responsibilities and obligations under this Agreement.

5. COMPLIANCE WITH APPLICABLE LAW; FEDERAL FUNDING.

a. Applicable Law. Housing Counseling Agency agrees that its activities under this Agreement will be performed in compliance with EESA and all federal, state and local laws, regulations, regulatory guidance, statutes, ordinances, codes and requirements, applicable to the provision of services under this Agreement, including, but not limited to, the Truth in Lending Act, 15 U.S.C. §1601 et seq., the Home Ownership and Equity Protection Act, 15 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, Sections 114 and 315 of the Fair and Accurate Credit Transactions Act of 2003 (the “FACT Act”), 15 U.S.C. §§ 1681m(e) and 1681c(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, tenant rights and licensing.

b. Requirements of Federal Funding. As federal funds are used to fund the Hardest Hit Fund[®] Program:

i. Housing Counseling Agency certifies, by signing this Agreement, that neither it, its principals nor any subcontractor or assignee are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as Part VII of the May 26, 1988, Federal Register (pp. 19160-19211) and any relevant program-specific regulations.

ii. Housing Counseling Agency, its principals, employees, subcontractors and assignees shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. § 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. §§ 26.101-36.999, inclusive, and any relevant program-specific regulations.

iii. Housing Counseling Agency, its principals, employees, subcontractors and assignees shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or officer for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

6. INSPECTION AND AUDIT.

a. Books and Records. Housing Counseling Agency agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, agreements, books, and documents as are necessary to fully disclose to NAHAC or any agency of the United States Government, or their authorized representatives, upon audits or reviews,

sufficient information to determine compliance with all state and federal statutes, regulations and program requirements.

b. Records to be Available for Inspection and Audit. Housing Counseling Agency agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Housing Counseling Agency, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Housing Counseling Agency where such records may be found, with or without notice by NAHAC, its contractors and assignees, the United States Department of the Treasury, the Government Accountability Office (“GAO”), Congressional Oversight Panel or the Special Inspector General of the Troubled Asset Relief Program (“SIGTARP”), or any of their authorized representatives. Any subcontracts entered into by Housing Counseling Agency for the performance of any part of its duties under this Agreement shall reflect compliance with the requirements of this paragraph.

7. RECORD RETENTION.

a. Period of Retention. In addition to any independent obligation to retain financial and accounting records under applicable federal and state laws, Housing Counseling Agency agrees to maintain all data, books, reports, documents, audit logs and records, including electronic records, or copies thereof, related to its performance of its obligations under this Agreement for at least three (3) years from the date that the servicing activities performed under this Agreement are fully complete, excluding administrative functions (e.g., the last homeowner is assisted and any loan provided to such homeowner is either repaid or fully forgiven), or for such longer period as may be required pursuant to applicable law. In addition, Housing Counseling Agency agrees to maintain a copy of the computer systems and application software necessary to review and analyze these electronic records or copies of such records for the same period of time.

b. Additional Retention Requirements. Housing Counseling Agency acknowledges that the United States Department of the Treasury may also notify NAHAC from time to time of any additional record retention requirements to be imposed due to litigation and regulatory investigations, and agrees to comply with any additional litigation and regulatory investigation record retention requirements upon notification.

c. Extension of Retention Period. Retention time for the records described above shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete the audit and/or to complete any administrative or judicial litigation threatened or pending.

d. Survival of Housing Counseling Agency's Obligations. Housing Counseling Agency's obligations under this Paragraph 7 shall survive termination or expiration of this Agreement and shall exist until the expiration of the applicable record retention requirement.

8. BACKGROUND INVESTIGATION OF EMPLOYEES; FRAUD PREVENTION.

a. Requirement to Investigate Employees. As required by NAHAC, Housing Counseling Agency agrees to conduct a full background investigation of the employees who will be providing services under this Agreement. The background investigation may include, but is not limited to, a criminal history check and credit check. Any costs associated with the background investigation will be paid up front by the Housing Counseling Agency. The failure to conduct background investigations of employees who will be providing services under this Agreement will constitute grounds for immediate termination of the Agreement by NAHAC. In lieu of new background investigations of Housing Counseling Agency's employees, NAHAC will accept Housing Counseling Agency's previous background investigations, provided the records pertaining to the investigations are retained and available for audit and review in accordance with Paragraphs 6 and 7.

b. Duty to Disclose. Housing Counseling Agency acknowledges that the provision of false or misleading information to NAHAC in connection with the provision of services under this Agreement may constitute a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or of the civil False Claims Act (31 U.S.C. §§ 3729-3733). Housing Counseling Agency covenants to immediately disclose to NAHAC any discovered credible evidence, in connection with this Agreement and the provision of services thereunder that a management official, employee, subcontractor or assignee or Housing Counseling Agency has committed, or may have committed, a violation of the referenced statutes or other wrongdoing.

9. INDEMNIFICATION. Housing Counseling Agency shall indemnify, hold harmless and defend, not excluding NAHAC's right to participate, NAHAC from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Housing Counseling Agency, its principals, officers, employees, subcontractors, assignees and agents associated with or related to this Agreement, and/or the services provided by Housing Counseling Agency hereunder.

10. INSURANCE.

a. Insurance Requirement. NAHAC shall not provide any insurance coverage of any kind for Housing Counseling Agency or Housing Counseling Agency's employees, subcontractors and assignees. Housing Counseling Agency shall procure and maintain professional liability insurance in the sufficient amounts to cover Housing Counseling Agency's activities with respect to services provided pursuant to this Agreement. If Housing Counseling Agency does any community outreach work outside its primary work site that is related to its performance under this Agreement, it shall procure auto liability coverage in sufficient amounts to cover automobile use in connection with that work. Upon request, Housing Counseling Agency shall provide acceptable evidence to NAHAC of its insurance coverage.

b. Termination of Agreement. Upon termination of this Agreement by NAHAC or Housing Counseling Agency, Housing Counseling Agency shall continue the above described

policies or acquire tail coverage insuring the Housing Counseling Agency for any and all acts during this Agreement.

11. INDEPENDENT CONTRACTOR.

a. Contractual Relationship; No Right of Control. Housing Counseling Agency is associated with NAHAC only for the purposes and to the extent specified in this Agreement and in respect to performance of the services described in this Agreement. Housing Counseling Agency is and shall be an independent contractor and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for NAHAC whatsoever with respect to the indebtedness, liabilities, and obligations of Housing Counseling Agency or any other party.

b. Housing Counseling Agency's Responsibilities. Housing Counseling Agency shall be solely responsible for and NAHAC shall have no obligation with respect to (i) withholding of income taxes, FICA or any other taxes or fees; (ii) industrial insurance coverage; (iii) unemployment compensation coverage; or (iv) any other benefits paid to or on behalf of employees of Housing Counseling Agency. Housing Counseling Agency shall indemnify and hold NAHAC harmless from, and defend NAHAC against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes, insurance, or benefits.

12. COMPLIANCE WITH LICENSING AND PERMITTING REQUIREMENTS. Housing Counseling Agency shall procure and maintain for the duration of this Agreement any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Housing Counseling Agency to provide the goods or services required by this Agreement. Housing Counseling Agency shall produce such licenses, authorizations, waivers, permits, qualifications and certifications to NAHAC upon request. Housing Counseling Agency will be solely responsible for the payment of all taxes, assessments, fees, premiums, permits, and licenses required by law.

13. LIMITED AVAILABILITY OF DAMAGES. In no event shall either party be liable for indirect, incidental, special or consequential damages or damages for lost profits or revenues for any claim relating to the performance or nonperformance of their respective obligations under this Agreement or for any breach, repudiation or termination of this Agreement.

14. NOTICE. All notices or other communications required or permitted to be given under this Agreement shall be in writing and either: (i) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail; (ii) sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with the courier; or (iii) by telecopy, email, or similar means, in which case notice shall be deemed delivered on transmittal by telecopier, email or other similar means provided that a transmission report is generated by reflecting the accurate transmission of the notices.

The names, addresses, email addresses and fax numbers of the parties on whom Notice is to be served are as follows:

NAHAC: Nevada Affordable Housing Assistance Corporation
Attention: Verise V. Campbell, CEO/COO
P.O. Box 15142
Las Vegas, NV 89114
Email: vcampbell@nahac.org

If to Housing Counseling Agency: [INSERT HCA]
Attention: _____
[ADDRESS]
[CITY, STATE, ZIP]
Email: [INSERT EMAIL]

The addresses, addressees, email addresses and telecopy numbers for the purpose of this Section 14, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last address, addressee, email and telecopy number stated by written notice, or provided herein if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

15. **REMEDIES.** Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall be included, without limitation, in the remedies contemplated under this Agreement.

16. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

17. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

18. **SEVERABILITY.** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

19. **ASSIGNMENT AND DELEGATION.** Housing Counseling Agency shall neither assign, transfer, nor delegate any of its rights, obligations or duties under this Agreement without the prior written consent of NAHAC. Any attempted assignment, transfer or delegation by Housing Counseling Agency of any of its rights obligations or duties under this Agreement without the prior written consent of NAHAC shall be void and a breach of this Agreement. No right or duty under this Agreement may be assigned or delegated if such assignment or delegation changes any duty of either party, increases the burden or risk involved to any party, impairs the chances of obtaining the performance of this Agreement, attempts to operate as a novation, or includes a waiver or abrogation of any defense, such offending portion of the assignment shall be void, and shall be a breach of this Agreement.

20. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement.

21. **GOVERNING LAW; JURISDICTION.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada State and Federal courts for all matters arising out of, or related to, this Agreement.

22. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement and its incorporated exhibits and attachments constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. This Agreement may only be modified or amended in writing, with such modification to become effective upon ratification and signature by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

NAHAC:

Nevada Affordable Housing Assistance Corporation, a Nevada non-profit corporation

By: _____
Name: Verise V. Campbell
Title: CEO/COO

HOUSING COUNSELING AGENCY:

[INSERT NAME OF HCA],
a Nevada non-profit corporation

By: _____
Name: _____
Title: _____

EXHIBIT 1

HOUSING COUNSELING AGENCY PARTICIPATION AGREEMENT SCOPE OF SERVICE & COMPENSATION SCHEDULE EFFECTIVE DECEMBER 28, 2016

Housing counseling agencies (HCAs) that choose to partner with the Nevada Affordable Housing Assistance Corporation (NAHAC) by assisting borrowers with the Nevada Hardest Hit Fund[®] application process will be financially compensated at three (3) levels based on proper submission of applications on borrowers' behalf and final disposition of each application.

Below are the steps required for each level of compensation:

Tier 1 – NAHAC PROGRAM PRE-QUALIFICATION – All files must meet the following criteria:

1. **Program Pre-Qualification** – Accessible via the NAHAC website at <https://nevadahhf.com/login/Login.aspx>. Must be completed to determine initial eligibility. The HCA will receive \$50.00 as compensation for each Program Pre-Qualification completed, regardless of the eligibility outcome. The HCA will be paid only for one (1) pre-qualification per homeowner within a ____-day period regardless of the eligibility outcome.

The following steps must be completed in order for a file to be submitted for processing and advance to **Tier 2 - Level 1 Review**:

2. **Application** – For each applicant who is determined to be eligible based on the outcome of the Program Pre-Qualification, if authorized by the applicant, the HCA will proceed to register the applicant and complete this online series of screens on behalf of the applicant, which require entering relevant information to assess eligibility for assistance, concluding with requirement to download, complete, scan, and upload requested documents via the website before being able to submit the completed application electronically.
3. **Documents required to complete application process** – The following documents must be uploaded in order to successfully complete the application process:
 - *Request for Mortgage Assistance (RMA)
 - *Third Party Authorization (TPA) – HCA name, HCA contact person's name, and phone number must be included on this form along with all other required information.
 - *Form 4506-T
 - Valid copy of Driver License/State Issued Identification
 - Copy of Social Security Card(s)

- *Mortgage Statements for all mortgages
- If the mortgage is not impounded, a copy of homeowners insurance declarations page and statement of property taxes
- Signed copy of most recent year's complete Federal tax return (including all schedules, W-2s, and 1099s)
- *Copy of utility bills (electric, gas, water, sewer, trash – all as applicable)
- *HOA Bill/Statement showing account is current or how far it is past due (coupon book not acceptable)
- *Four (4) consecutive weeks' pay stubs for all borrowers (if applicable)
- SSI Award Letter; Pension income documents (if applicable)
- Most recent 60 days of liquid asset statements (checking, savings, money market, stocks, bonds) for all non-retirement accounts
- Divorce Decree (if applicable)
- Proof of legal name change (birth certificate, marriage certificate, etc.) (if applicable)

***NOTE: Stale Document Policy – Items designated with an * must be dated within sixty (60) days of application submission date.**

The above steps must be completed within two (2) weeks from the date an eligible pre-qualification is completed and the applicant/HCA registers to continue with the application process. NAHAC reserves the right to close incomplete applications that are not submitted within this two (2) week period. Once an application is closed, it cannot be reopened; however, a new application may be initiated. The HCA will **not** be compensated for a withdrawn application.

4. **Initial Review by NAHAC Underwriting Department** – Once all of the above steps are completed, the file goes through an initial review to confirm that all required documents have been received. **NAHAC will contact the HCA via email to request any missing, incomplete, or inaccurate documents.** These documents must be received within two (2) weeks to avoid the application being withdrawn in the underwriting phase of the process. Once an application is withdrawn, it cannot be reopened; however, a new application may be initiated. The HCA will **not** be compensated for a withdrawn file.

Tier 2 - LEVEL 1 REVIEW – A file that successfully passes Pre-Qualification is assigned to an underwriter for Level 1 Review. For each **complete** file that reaches Level 1 Review, the HCA will be compensated an additional \$400.00.

Tier 3 - FUNDED – FINAL REVIEW, APPROVAL AND FUNDING – For each **complete** file that reaches the Funded stage, the HCA will be compensated an additional \$50.00. If a file is declined or withdrawn at any point in the underwriting process, the HCA will **not** receive this additional compensation.

GLOSSARY OF TERMS

- **Application:** Online series of screens that require an applicant to provide relevant information to assess their eligibility for assistance, concluding with requirement to download, complete, scan, and upload requested documents via the website before being able to submit their completed application electronically.
- **Application Start Date:** Date the applicant/HCA completes Program Qualification with an eligible outcome as indicated by website, and registers to begin the application process.
- **Application Submission Date:** Date the entire application has been completed and is submitted by the applicant/HCA to NAHAC.
- **Closed File:** An application that has been started, but not completed and submitted, may be closed after two (2) weeks from the date an eligible pre-qualification is completed and the applicant/HCA registers to continue with the application process. NAHAC reserves the right to close incomplete applications which are not submitted within this two (2) week period. Once a file is closed, it cannot be reopened.
- **Draft:** An application that has been started but not completed and submitted.
- **Program Pre-Qualification:** Questionnaire available via link on www.NAHAC.org website which can be completed by potential applicants to determine initial eligibility for one or more Nevada Hardest Hit Fund[®] programs.