

HOUSING COUNSELING AGREEMENT

This Agreement is entered into between the \_\_\_\_\_ (“Agency”) and the Bank. The purpose of this Agreement is for Agency to provide counseling services to Bank mortgage loan customers (“customers”) who may qualify for a modification of their existing Bank mortgage loan. This Agreement shall remain in effect until one of the parties provides 10 days’ written notice that it wishes to terminate this Agreement.

**I. The Parties**

Agency is a nonprofit entity recognized as tax-exempt under section 501(c)(3) of the Internal Revenue Code and a housing counseling agency approved by the U.S. Department of Housing and Urban Development. The Bank is a federally chartered savings institution organized under the laws of the United States.

**II. Statement of Work**

Agency shall perform each of the counseling services and other responsibilities and duties identified in the attached Statement of Work. The counseling services may be provided to each customer identified and referred by the Bank to Agency and/or to customers who contact the Agency for counseling services. To the extent the Agency receives nonpublic personal information about customers in the course of providing such services under this Agreement, Agency agrees to the requirements for the treatment and use of such nonpublic personal information defined in the Statement of Work.

**III. The Compensation**

The Bank agrees to pay Agency \$150.00 per each Bank customer (or customer group) to whom Agency provides defined counseling services resulting in a contact with the Bank (for purposes of this agreement, a customer group refers to the situation in which more than one customer is liable for the same mortgage loan). The Bank shall also pay Agency an additional \$350.00 for each completed loan modification of each customer or customer group. Each party shall bear its own expenses in administering this Agreement. Additionally, each party shall be responsible for any liability arising from its own conduct and retain immunity and all defenses available to them pursuant to federal and state law.

\_\_\_\_\_  
Chief Executive Officer  
Bank

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

## **STATEMENT OF WORK**

### **I. Defined Counseling Services**

Agency shall perform the following defined counseling services:

- A. Communication and counseling with Bank customer or customer group and explanation of loan modification program and, as appropriate, other options that may be available through the Bank.
- B. Discussion with customer or customer group, including as needed for customer, “walking through” the Bank website or other information sources.
- C. Consultation with Bank customer or customer group that results in a communication with a specific Bank call center or loan modification representative. The communication must include customer or customer group submission of income information to the Bank to allow the Bank to make an eligibility determination.

The Bank will pay the Agency \$150.00 for completion of all of these defined counseling services for each customer or customer group.

### **II. Completed Loan Modification Counseling Services**

Agency shall perform the following loan modification counseling services:

- A. Assist Bank customer or customer group in understanding their options and in gathering all necessary information to complete loan modification request.
- B. Manage loan modification process until completion, including, as needed, assistance in preparing required documentation, communicating with Bank customer or customer group and the Bank, and obtaining required signatures and payment(s) to complete loan modification process.
- C. Customer or customer group completes a Bank loan modification. This requires that the Bank receive and process a completed and executed Modification Agreement, signed IRS form 4506-T and/or any other customer or customer group information needed to verify customer or customer group income and eligibility, and the first payment on the modified mortgage.

The Bank will pay the Agency an additional \$350.00 for completion of all of these defined counseling services leading to a completed Bank loan modification (as defined in C above) for each customer or customer group.

### **III. General Responsibilities and Duties**

A. Agency shall comply with all applicable laws, regulations and regulatory guidance that govern delivery of the counseling services, including with respect to any nonpublic personal information that Agency receives in the course of providing the counseling services.

B. Agency shall use any nonpublic personal information it receives in the course of providing the counseling services only as necessary to perform the counseling services under this Agreement. No other use, disclosure or distribution is permitted.

C. Agency shall not disclose to any third party any nonpublic personal information it receives in the course of providing the counseling services, and Agency shall restrict access to such nonpublic personal information to those employees who have a legitimate need for access in order to provide the counseling services.

D. Agency shall properly safeguard all nonpublic personal information it receives in the course of providing the counseling services. Agency shall ensure the proper disposal of any such nonpublic personal information. Upon completion of the counseling services, Agency shall return all copies of such nonpublic personal information to the Bank or certify to its destruction.

E. Agency has in place, or will implement, appropriate policies, procedures and safeguards to prevent unauthorized access to nonpublic personal information received in the course of providing the counseling services. In the event of a breach of security or confidentiality of such nonpublic personal information in Agency's possession, Agency shall immediately notify the Bank and shall cooperate fully in any investigation initiated by the Bank or law enforcement.

F. Upon request, the Bank shall have the right to audit Agency's books and records to ensure compliance with this Agreement, and Agency agrees to cooperate with any such audit.

G. Agency shall provide to the Bank a detailed reporting of the counseling services provided under this Agreement. The parties shall agree on a mutually acceptable format and interval of billing and reporting.

H. Agency shall immediately notify the Bank in the event it ceases to qualify as either a nonprofit corporation under section 501(c)(3) of the Internal Revenue Code, or an approved housing counselor by the U.S. Department of Housing and Urban Development.

I. Agency's responsibilities with respect to the audit of books and records, and confidentiality and security of Bank nonpublic personal information shall survive termination of this Agreement.