

HUD-APPROVED HOUSING COUNSELING SERVICES AGREEMENT

THIS AGREEMENT, effective the 1st day of October 2015, by and between the Independent Cities Finance Authority, a California joint powers authority (hereinafter "ICFA") and Money Management International, Inc, a Texas nonprofit corporation, (hereinafter "Counseling Agency").

RECITALS

WHEREAS, California law allows Cities and Counties to join together under cooperative agreements to form joint powers authorities that provide a public benefit and serve the needs of residents within the jurisdictions of the participating members; and

WHEREAS, ICFA, being duly formed pursuant to Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code, elects to establish its Single Family Lease Purchase Homeownership Initiative (hereinafter "Initiative") for the purpose of providing assistance to prospective homebuyers; and

WHEREAS, to offer the Program within its jurisdiction, ICFA requires expert delivery and management of comprehensive HUD-approved housing counseling services in keeping with U.S. Department of Housing and Urban Development Housing Counseling Program requirements included and described in Revision 5 of Handbook 7610.1 (hereinafter "Handbook 7610.1 REV-5") dated and distributed May 2010 per HUD Transmittal; and

WHEREAS, the Counseling Agency is qualified as a charitable organization under Internal Revenue Code Section 501(c)(3) and represents that it possesses the requisite qualifications, experience, technical expertise, licenses, permits, and approvals to deliver and manage comprehensive HUD-approved housing counseling services as included and described in Handbook 7610.1 REV-5; and

WHEREAS, ICFA has determined that the Counseling Agency is qualified to provide the counseling, education, and support services contemplated herein by reason of its training, experience, and knowledge as a HUD-approved Housing Counseling Agency.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, ICFA and the Counseling Agency (each a "Party", or collectively, the "Parties") agree as follows:

1. Contractor's Services.

ICFA hereby retains the Counseling Agency and the Counseling Agency hereby agrees to deliver and to manage comprehensive HUD-approved housing counseling services as described in Handbook 7610.1 REV-5 distributed per HUD Transmittal, upon the terms, subject to the conditions, as hereinafter set forth and included as Exhibit "A", Scope of Services, and in

consideration of payments, as hereinafter set forth and included as Exhibit "B", Counseling Agency's Compensation, both of which are attached hereto and incorporated herein.

2. Counseling Agency's Personnel.

The Counseling Agency, and its agents and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of ICFA. The Counseling Agency acknowledges that this Agreement is complete, that it does not create an employer-employee relationship between ICFA and the Counseling Agency or any person performing services hereunder on behalf of the Counseling Agency, and that this Agreement cannot and will not be modified by any oral representation of employment.

The Counseling Agency further acknowledges that the Counseling Agency's taxpayer identification number is 54-183 7741, and warrants that it is responsible for paying payroll or any other kind of taxes resulting from compensation paid to the Counseling Agency hereunder.

3. Term.

This Agreement shall cover services rendered hereunder from October 01, 2015, until the earlier of termination of this Agreement as provided herein or the business day of the last Conforming Mortgage Loan assumption or other disposition of the last outstanding Conforming Mortgage Loan (hereinafter "Term"). The Counseling Agency specifically acknowledges that time is of the essence with respect to completing their obligations hereunder.

4. Compensation.

During the Term of this Agreement, ICFA shall pay the Counseling Agency the professional fees described in Exhibit "B", Counseling Agency's Compensation, attached hereto and incorporated herein by this reference. Said compensation shall be considered full and complete payment for all of the Counseling Agency's costs associated with the services provided hereunder.

All funding for this Agreement will be provided in accordance with Exhibit "B", other than any HUD funding Counseling Agency agrees to allocate for this project pursuant to a separate writing, including an electronic mail exchange with confirmation of acceptance. ICFA does not guarantee any minimum level of participation or fee revenue from the Initiative.

5. Work Product; Confidentiality.

The Counseling Agency understands and agrees that all documents, information, and reports developed in the course of performing its obligations hereunder shall be the property of ICFA and that their reuse, if any, shall be governed by this Section. The Counseling Agency shall keep confidential all reports, information, and data received, prepared or assembled pursuant to performance hereunder and that ICFA designates as confidential. Such ICFA-designated confidential information shall not be made available to any person, firm, corporation or entity without the prior written consent of ICFA, unless otherwise required by California law or by order or regulation of any court or governmental regulatory agency. Notwithstanding these limitations, any policy-level document that is approved by ICFA pursuant to a resolution shall be considered

to be within the "Public Domain" and its reuse shall not be restricted in any manner pursuant to this Section, except that no such documents may be used by the Counseling Agency in connection with a lease purchase initiative sponsored by another entity within the same jurisdictional boundaries of ICFA.

Both parties shall adhere to the principles and requirements of consumer privacy and data security while conducting any activities pursuant to this Agreement and shall indemnify and defend the other Party for any third party claims alleging the unauthorized disclosure of consumer financial data in violation of applicable laws.

6. Conflicts of Interest.

The Counseling Agency represents and warrants that: (a) The Counseling Agency has implemented and maintains a system for purposes of checking whether conflicts of interest may arise between ICFA and other clients of the Counseling Agency; (b) as of the commencement date of this Agreement, the Counseling Agency has no conflicts of interest with respect to the Services; and (c) if conflicts arise during the performance of this Agreement, the Counseling Agency will promptly notify ICFA of any such conflicts and obtain necessary written consents to the conflicting representation, or withdraw from the conflicting representation.

7. Scope of Authority.

The Counseling Agency hereby acknowledges and agrees that in performing the Services pursuant to this Agreement, the Counseling Agency does not have the authority to commit to a policy level course of action on behalf of ICFA without prior approval. In addition, the Counseling Agency acknowledges and agrees that the Counseling Agency has no authority to commit ICFA.

Counseling Agency is not responsible for ICFA's decision-making process or decisions to provide any ICFA services or opportunities to residents.

8. Non-assignability.

No assignment of the rights nor delegation of the duties of the Counseling Agency or ICFA whether in whole or in part shall be valid unless specifically agreed to in writing by the other party.

9. Termination.

A. Either Party may terminate this Agreement at any time in the event the other Party defaults in performance, fails to perform services in a timely fashion, or otherwise fails to comply with the terms of this Agreement and such failure is not cured within ten (10) business days written notice to the defaulting Party. Either Party's default or failure to perform shall be excused if prevented by acts of God, labor disputes or strikes, or other forces beyond such Party's control.

B. Upon termination, the Counseling Agency shall be entitled to the compensation as provided in, and under the terms, limitations and timing restrictions of, Section 4 of this Agreement.

C. The Counseling Agency's obligations with respect to work product and confidentiality (Section 5), attorneys fees and costs (Section 10), and insurance (Section 11) shall survive the termination of this Agreement with respect to any work product, act or omission of the Counseling Agency provided, obtained or made prior to the termination of this Agreement.

10. Dispute Resolution and Attorneys' Fees

A. Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in the County of Los Angeles, California, pursuant to the rules of Judicial Arbitration and Mediation Services ("JAMS"), as amended or as augmented in this Agreement (the "Rules"). Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorney's fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within thirty (30) days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify JAMS and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind. The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute. The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 1282.6. The deposition notice shall conform to Code of Civil Procedure section 1283. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure. Notwithstanding the election by the parties to arbitrate their disputes, nothing contained herein shall prevent a party from filing an action in a court of competent jurisdiction to seek any form of equitable remedy or relief.

B. If either Party to this Agreement is required to initiate or defend litigation in any way connected with this Agreement, the prevailing Party in such litigation, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees.

11. Jurisdiction and Venue.

This Agreement shall be governed by the laws of the State of California without regard to choice of law if an action is brought in California based on activities outside California.

Any action to enforce or interpret the terms of this Agreement, including arbitration, shall be brought in Los Angeles County, California.

12. Insurance.

The Counseling Agency shall maintain at all times during the term of this Agreement, policies of insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by the Counseling Agency, its directors, officers, representatives, agents or employees. The Counseling Agency acknowledges that it is aware of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code Section, and will comply with such provisions before commencing the performance of work under this Agreement. Further, prior to commencement of work pursuant to this Agreement, the Counseling Agency shall obtain all insurance required hereunder from a company or companies acceptable to ICFA.

(1) The Counseling Agency shall maintain a commercial general liability insurance policy and a Professional liability coverage with limits in the amount of not less than \$1 million per occurrence, and not less than \$1 million in the aggregate, from a carrier with a Best rating of not less than A-, VIII

(2) Comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of not less than \$1 million from a carrier with a Best rating of not less than A-, VIII;

(3) All such policies shall remain in force during the term of this Agreement and shall be payable on a "per occurrence" basis unless otherwise accepted in writing by ICFA, and shall be in form acceptable to ICFA. The Counseling Agency shall provide certificates of insurance and endorsements signed by the Credit Manager's insurer prior to the commencement of the Counseling Agency's services hereunder. Any such policies or endorsements shall provide for 30 days' prior notice to ICFA in the event of any termination or reduction in coverage of such insurance.

(4) Nothing contained herein shall be construed as or constitute a limitation of the Counseling Agency's liability or the Counseling Agency's responsibility in law or equity to indemnify and hold harmless from any and all claims, damages, losses and expenses that may arise by reason of the Counseling Agency's willful misconduct or negligence, and all remedies provided hereunder shall be cumulative with all other remedies under law or equity. Moreover, nothing contained herein shall be construed as or constitute a limitation of ICFA's liability or ICFA's responsibility in law or equity to indemnify and hold harmless from any and all claims, damages, losses and expenses that may arise by reason of ICFA's willful misconduct or negligence, and all remedies provided hereunder shall be cumulative with all other remedies under law or equity.

13. Miscellaneous Provisions.

A. 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.

B. The Counseling Agency's Qualifications.

The Counseling Agency covenants that it is competent to provide the services required hereunder. The Counseling Agency covenants that it will comply with all applicable federal, state, and local laws affecting services provided hereunder.

C. Records and Audit.

The Counseling Agency shall maintain current and complete books and records relating to this Agreement.

D. Nondiscrimination Clause.

In the fulfillment of the Scope of Services under this Agreement, either as to employment, upgrading, demotion, retirement, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other terms of compensation, selection for training, including apprenticeship or participation in the Initiative or the receiving of any benefits under the Initiative, the Counseling Agency agrees not to discriminate nor to allow anyone to discriminate on the basis of race, color, creed, religion, natural origin, ancestry, sex, age, marital status or physical disability.

E. Cooperation.

The Parties shall cooperate with each other in the performance of their respective obligations hereunder. ICFA's contact for the purpose of any approvals or requests hereunder is Debbie Smith, Executive Director, or his/her designee; the Counseling Agency's representative for the purpose of any approvals or requests made hereunder shall be Jeanine Lipka, Vice President of Housing and Bankruptcy Services, or his/her designee.

F. Disclosure.

The Counseling Agency agrees to make any necessary disclosures or filings required of the Counseling Agency under the California Government Code, if applicable.

G. Notice.

Notices herein shall be presented in person or by commercial overnight courier. Notices may be given by electronic mail if they are confirmed in writing by the recipient via return electronic mail. Notices will be addressed as follows:

To ICFA: Debbie Smith, Executive Director
Independent Cities Finance Authority
1100 S. Flower Street, Suite 3300
Los Angeles, CA 90015
Phone: 877/906-0941

E-mail: debbie@icfauthority.org

To Counseling: Ivan Hand, President and CEO
Agency Money Management International, Inc.
14141 Southwest Freeway, Suite 1000
Sugar Land, TX 77478
Office: 713/394-3192
E-mail: Ivan.Hand@MoneyManagement.org

Nothing in this section shall be construed to prevent the giving of notice by personal service. Either Party may at any time change the address at which they are to receive notices by providing notice to the other Party.

H. Entirety, Amendments.

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, and 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.

This Agreement is entire as to all of the performances to be rendered under it. Breach of any of the performances to be rendered by the Counseling Agency shall constitute a breach of the entire Agreement and shall give ICFA the right to terminate this Agreement. ICFA's breach of any of the obligations created by this Agreement shall constitute a breach of the entire Agreement and give the Counseling Agency the right to terminate this Agreement.

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

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

Money Management International, Inc.

By: _____
Name: _____
Title: _____

INDEPENDENT CITIES FINANCE AUTHORITY

By: _____
Name: _____
Title: _____

EXHIBIT "A"

SCOPE OF SERVICES

This financial literacy, credit management, and housing counseling curriculum (hereinafter, "Curriculum") has been developed with specific intent to assist qualified applicants (hereinafter, "Eligible Lessees") of the Independent Cities Finance Authority Single Family Lease Purchase Homeownership Initiative (hereinafter, "Initiative") in their efforts to establish or improve their personal finances and credit history, as measured by debt-to-income ratios, savings rates, and FICO scoring metrics, to become eligible to achieve homeownership through qualifying loan assumption.

Eligible Lessees may be approved to select and reside in a single family property (hereinafter, "Property") per the terms of a twenty-four (24) month lease agreement (hereinafter, "Agreement") while actively participating in mandatory monthly Curriculum sessions facilitated by the Counseling Agency as described herein to support Eligible Lessees in their efforts to become eligible to acquire the Property by qualifying per Initiative Guidelines (hereinafter, "Initiative Guidelines") and per Handbook 4000.1, FHA Single Family Housing Policy Handbook (hereinafter, "Handbook 4000.1") to assume the remaining balance of the FHA-insured mortgage loan on the Property from the mortgagor and Initiative sponsor, Independent Cities Finance Authority (hereinafter, "Sponsor").

The Curriculum will include four counseling components, along with ongoing education and support: The initial housing counseling session, the transition support sessions, comprehensive review sessions and touch base interactions. Each component along with a list of educational

activities and resources is explained in greater detail within the remainder of this document. Included at the end of the overview are tables that provide a pictorial view of the education and support, as well as additional services each Eligible Lessee will receive throughout their two year program participation.

Initial Housing Counseling Session:

As a component of the initial application process, the Eligible Lessee will participate in an initial in-depth housing counseling session provided by the HUD-Approved Counseling Agency. The housing counseling session will include a thorough assessment of the applicant's personal financial position in preparation for transitioning from being a lessee to becoming a homeowner and will cover the following topics:

1. Goals - both Short and Long Term
2. In-depth Budget Review
 - a. Monthly income
 - b. Monthly expenses - including secured and unsecured debt
 - c. Periodic expenses
 - d. Savings
3. Review of Assets and Liabilities
4. Review of Credit Report and FICO Score
 - a. Credit payment history
 - b. Accuracy of credit report information

Additionally, the counselor and Eligible Lessee will discuss identified gaps that would prevent the goal of homeownership from occurring and what actions are needed to be taken to fill those gaps. The session will culminate with the development of an agreed upon client action plan (CAP) documenting what had been discussed during the counseling session, including an outline of short and long-term financial goals, educational activities and resources, a copy of both the current monthly budget as well as the proposed monthly budget documenting suggested reductions and changes, and an outline of the actions needed with defined timelines, that the Eligible Lessee agreed to pursue. Successfully completing the action steps documented in the CAP will help to position the Eligible Lessee for becoming a homeowner able to effectively sustain homeownership.

Upon the Eligible Lessee's acceptance into the program, aforementioned support sessions will be scheduled with the Counseling Agency. Educational activities and resources will be discussed throughout the support sessions conducted during the Eligible Lessee's program participation.

Transition Support Sessions:

Following the initial housing counseling session and prior to the Eligible Lessee being notified of their acceptance into the program it is anticipated that there will be a short period of time that the Eligible Lessee will be somewhat at a standstill. During this time the Eligible Lessee will be instructed to review the CAP received after the initial housing counseling session, review and begin making changes to their monthly budget and begin pursuing those actions discussed. The Counseling Agency will follow up with the Eligible Lessee at both 30 and 60 days after the initial housing counseling session to conduct an assessment (estimated to take 15-20 minutes to complete but may vary) on the Eligible Lessee's progress. This assessment will include:

1. A brief discussion about the client's budget-
 - a. Is it manageable?
 - b. If not, why not?
 - c. What changes have you considered making to more easily manage it day to day?
2. A brief discussion about the document required for program qualification
 - a. Was all required documentation provided?
 - b. Have you received any additional communication regarding acceptance into the program?
3. Provide list of educational activities and resources.
4. If Eligible Lessee has not received official approval schedule next transition support session for 30 days out.

On-going Counseling, Education and Support Services:

During the first twelve months of the program which follows the initial housing counseling and transition support period, and due to the financial position of each Eligible Lessee, it is critical to address behaviors that are detrimental to achieving the agreed upon short and long-term goals. Having the ability to more effectively manage finances, act upon identified gaps and, pursue educational resources related to the responsibilities of becoming a homeowner, will contribute to success of moving from being a lessee to becoming a homeowner within two years of starting the program.

To that end, the Counseling Agency will provide two comprehensive review sessions (60-90 minutes), one at the six month into the first program year and one at the end of the first year with touch base support interactions (15-30 minutes) being conducted in between. During the second year of the program, assuming the Eligible Lessee has progressed adequately, they will be required to participate in a comprehensive review session at the six and last month of that year and a touch base support interaction in months three and nine. Additional monthly touch base support interactions will also continue in between comprehensive review sessions. This schedule

allows the Counseling Agency to provide support and guidance while allowing the Eligible Lessee sufficient time between sessions to effect a positive change in behavior and show progress toward meeting their established short and long term goals and objectives. The more detailed outline of what is included in each of these sessions is provided below.

If during the Eligible Lessee's program tenure, they default on a monthly lease payment upon notification from ICFA and confirmation that the Eligible Lessee is still enrolled in the program, the Counseling Agency will make three attempts to contact the Eligible Lessee to schedule a review session. In order to help the Eligible Lessee get back on track, the Counseling Agency will provide the opportunity for the Eligible Lessee to participate in a monthly review session for 2 consecutive months after the default. During the session, the Counselor will identify the issue that caused the default, reassess the Eligible Lessee's financial situation, and review the CAP, updating it as necessary.

Comprehensive Review Sessions:

The comprehensive review session will include a thorough in-depth assessment of the Eligible Lessee's progress to the agreed upon goals, actions steps and educational activities, utilization of education resources, and the session will cover the following topics:

- Budget Review - what's working, what's not
 - Monthly income
 - Monthly expenses - including secured and unsecured debt
 - Periodic expenses
- Credit Report and Credit Score Review
 - How has the report and score changed?
 - What still needs attention?
- Action Step Review
 - Progress on documented action steps
 - What challenges still exist?
 - What accomplishments can be recognized?
- Educational Support
 - What educational activities have been completed?
 - What new skills have been learned and implemented?
 - What benefits have come from the changes made?

Additionally, the counselor and Eligible Lessee will again discuss identified gaps that would prevent the goal of homeownership from occurring and document the discussion in an updated action plan (CAP), hat the Eligible Lessee can refer to between review sessions.

Touch Base Support Interactions:

Similar to the more in-depth comprehensive review session the monthly touch base support interactions may include outbound outreach and/or scheduled interactions. With each interaction, communication related to the Eligible Lessee's progress to the agreed upon goals, actions steps and educational activities and utilization of education resources, will be addressed. The touch base support interactions, however, are shorter in length and are intended to be simply a check in with the Eligible Lessee to review accomplishments and ensure their progress is on track.

Based on the accomplishments of the Eligible Lessee to date, applicable discussion related to the list of topics below, will be covered during monthly outreach and interactions:

1. Budget Review - what's working, what's not?
 - a. Monthly income
 - b. Monthly expenses - including secured and unsecured debt
 - c. Periodic expenses
2. Action Step Review
 - a. Progress on documented action steps
 - b. What challenges still exist?
 - c. What accomplishments can be recognized?
3. Educational Support
 - a. What educational activities have been completed?
 - b. What new skills have been learned and implemented?
 - c. What benefits have come from the changes made?

Additionally, based on the Eligible Lessee's progress the counselor will again discuss identified gaps that would prevent the goal of homeownership from occurring and document the discussion in an updated action plan (CAP) that the Eligible Lessee can refer to between support interactions.

In addition to aforementioned scheduled support, each Eligible Lessee will also have unlimited access to educational activities and resources throughout their program participation. Each Eligible Lessee, as outlined and documented in their CAP will be expected to complete activities and utilize education resources to learn the skills and gain the knowledge enabling them to change behaviors.

- Webinars on critical topics such as budgeting, credit reports and scores, and keeping debt under control;
- eBooks including *Getting the Credit You Deserve* and *Managing Debt to Improve your Mental Wealth*;

- Podcasts on how to successfully manage money;
- Videos covering subjects such as purchasing life insurance, buying a vehicle, and managing debt;
- Financial self-assessment tools, including a personal financial wellness calculator;
- “Ask the Expert” question and answer archive;
- Money Management International’s monthly educational newsletter; and
- HUD-Approved Certified Counselors available through a dedicated toll-free number.

Documentation:

The Eligible Lessee will be responsible for providing all Initiative-related documentation (e.g., CAP, credit reports, etc.) to ICFA.

Term of Participation:

The Counseling Agency will continue to provide counseling, education, and other support services described herein to each Eligible Lessee until informed by ICFA that the Eligible Lessee’s participation has ended.

Description of Services Provided	Application Period	First Year of the Program											
		1	2	3	4	5	6	7	8	9	10	11	12
Initial Counseling Session	√												
30-Day Follow-Up Counseling Session	√												
60-Day Follow-Up Counseling Session	√												
Comprehensive Review Session							√						√
Touch Base Support Interaction		√	√	√	√	√		√	√	√	√	√	
Education Support Services		√	√	√	√	√	√	√	√	√	√	√	√
Client Newsletter		√	√	√	√	√	√	√	√	√	√	√	√
Dedicated telephone line		√	√	√	√	√	√	√	√	√	√	√	√
Access to Certified HUD Counselor		√	√	√	√	√	√	√	√	√	√	√	√

Support and Education Services Timeline Overview (continued)

Description of Services Provided	Second Year of the Program											
	1	2	3	4	5	6	7	8	9	10	11	12
Comprehensive Review Session						√						√
Touch Base Support Session	√	√	√	√	√		√	√	√	√	√	
Education Support Services	√	√	√	√	√	√	√	√	√	√	√	√
Client Newsletter	√	√	√	√	√	√	√	√	√	√	√	√
Dedicated telephone line	√	√	√	√	√	√	√	√	√	√	√	√
Access to Certified HUD Counselor	√	√	√	√	√	√	√	√	√	√	√	√

EXHIBIT "B"

COUNSELING AGENCY'S COMPENSATION

Subject to the limitations described herein, during the term of this Agreement, Counseling Agency will be entitled to the fees for service described below in connection with ICFA's offering of the Initiative. As described below, the Fee for service provides a mechanism for compensating the Counseling Agency for providing ongoing counseling, education, and support services as described in Exhibit "A" of the agreement:

Program Fees:

Initial Housing Counseling Session - per session fee:

ICFA shall arrange for each participant in the Initiative to pay the Counseling Agency a fixed fee for service of **\$90.00** to complete an initial comprehensive housing counseling session provided by a HUD certified counselor.

Note that it is anticipated additional transition support sessions may be provided during the subsequent 30 to 60 days following the initial session prior to the consumer entering the lease agreement and entering the property. There will not be additional fees for the subsequent transition support sessions.

On-going Counseling, Education, and Support Services – per consumer in the program per month:

ICFA shall collect from Initiative participants and pay the Counseling Agency a fixed fee for service of **\$75.00** per month per consumer in the program for providing on-going counseling, education, outreach and support services as well as high-level reporting on same, as described in Exhibit "A".

Additional Fees:

If additional work, materials, Web site services, and other activities are requested and approved for performance by ICFA for the Counseling Agency to perform that are outside of the Exhibit "A" Scope of Services, the Counseling Agency shall provide ICFA a separate fee schedule, cost estimates, and related proposal. ICFA shall pre-approve any additional work and related fees and/or cost estimates prior to the Counseling Agency performing such.

Payment Terms:

The Counseling Agency will provide ICFA with a monthly invoice outlining the fees due from the previous month's activities and all fees received from ICFA and/or participants in the Initiative.