



Single-Family Mortgage Loan Servicer

Issuance Date: November 6, 2025

Proposals must be submitted no later than 5:00 p.m. (EST) on December 2, 2024

Submit to:

Ohio Housing Finance Agency
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FinRFP@ohiohome.org

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1. Guidelines for Request for Proposals

1.1. Introduction

The Ohio Housing Finance Agency ("OHFA") is seeking proposals from qualified organizations to serve as the Servicer for the Single-Family Mortgage Loans ("Mortgage Loans") originated under the Residential Homebuyer Programs offered by OHFA (collectively hereinafter all various programs shall be referred to as the "Program") and as specified in this Request for Proposal ("RFP"). The servicing provided will be in accordance with a Mortgage Pooling and Servicing Agreement that the selected Servicer will need to execute by and between OHFA and the selected Servicer (the "Servicing Agreement"), any definitive Program agreements, the Indentures issued by OHFA, and all applicable laws, regulations and rules.

OHFA intends to select a Servicer that will provide purchasing, pooling, selling and servicing of Mortgage Loans and consulting on overall Program design and Program performance with OHFA staff for the purpose of providing servicing for the Mortgage Loans of OHFA for the period of January 1, 2026, through December 31, 2029. OHFA's current portfolio of Mortgage Loans averages approximately \$2 million in daily reservations.

The Mortgage Loans will be originated by multiple Participating Lenders (defined as those entities authorized to make Mortgage Loans in the State of Ohio and deemed eligible by OHFA and the Servicer to participate in the Program) and sold to the Servicer. The Mortgage Loans will be FHA-insured, VA guaranteed, USDA-RD guaranteed, or conventional mortgage loans. Conventional loans include loans that conform to the current Fannie Mae Selling and Servicing Guide (the "Fannie Mae Guide") and the Freddie Mac Selling and Servicing Guide (the "Freddie Mac Guide").

The Servicer will be responsible for the purchasing, pooling, selling and servicing of new programs or products developed in the future that will enhance the Program.

1.2. Schedule of Events

OHFA has established the following schedule for selection of the respondent:

Event	Date
RFP issuance date	Wednesday, November 6, 2024, 5:00 p.m. (ET)
Written questions from applicants	Tuesday, November 12, 2024, 5:00 p.m. (ET)
Responses to applicant questions	Monday, November 18, 2024, 5:00 p.m. (ET)
Proposals due	Monday, December 2, 2024, 5:00 p.m. (ET)
Respondent Interviews, if required	Monday, December 16, 2024
Confirmed selection by OHFA Board	Wednesday, January 15, 2024
Agreement for Services executed	Monday, January 29, 2025
Start date of Services	Thursday, January 1 2026

The above schedule is subject to change upon notification on OHFA's [website](#).

1.3. Submission of Written Questions

It is the policy of OHFA to accept questions and inquiries from all potential applicants. All questions and inquiries shall be in writing; no verbal questions will be answered. Potential applicants may submit their questions and inquiries via email to:

Ohio Housing Finance Agency

FinRFP@ohiohome.org

Subject line: Single-Family Mortgage Loan Servicer RFP Questions

All written questions or inquiries are due by 5:00 p.m. (ET) on November 12, 2024. OHFA expects to respond to all questions and inquiries by 5:00 p.m. (ET) on November 18, 2024.

OHFA reserves the right to decline to respond to any question or inquiry that will cause an undue burden or expense for OHFA or which OHFA deems unnecessary for purposes of responding to this RFP. OHFA will post all questions or inquiries with answers on its [website, Ohiohome.org](http://www.ohiohome.org).

1.4. Verbal Communication Regarding RFP – Prohibited

Verbal communication from any potential applicant regarding this RFP to OHFA staff and/or OHFA Board members is prohibited.

1.5. Submission of Proposals

Proposals received after the specified date and time will not be eligible for consideration. Any applicant who wishes to confirm receipt of their proposal may contact OHFA by email to FinRFP@ohiohome.org (Subject: Single-Family Mortgage Loan Servicer RFP) OHFA will respond by email with confirmation of receipt of the proposal.

An electronic copy of the written proposal must be sent to FinRFP@ohiohome.org by 5:00 pm (ET), December 2, 2024. This copy is to be submitted in portable document format (pdf).

1.6. Right to Request Additional Information

OHFA reserves the right to request any additional information to assist in the review process, including requiring oral presentations of proposals to OHFA staff members and the OHFA Evaluation Team.

1.7. Right to Reject Proposals and Cancel RFP

OHFA reserves the right to reject any and all proposals at any time. OHFA reserves the right to cancel, withdraw, modify, or reissue this RFP at any time for any reason.

1.8. Right to Engage Additional Servicers

OHFA reserves the right to select multiple Servicers. In addition, the selection of a Servicer will not grant exclusive servicing rights for the Programs, nor preclude OHFA from either performing the services on its own or contracting with additional parties for comparable services for any portion of the OHFA portfolio.

1.9. Evaluation and Award of Contract

The contract will be awarded to the firm that provides OHFA the most effective combination of qualifications and services required in the scope of services.

Once the firms are ranked on the criteria set forth above, OHFA will review the cost proposals and information that it maintains to determine a reasonable cost. If the respondent chosen by the review team, based on all criteria other than cost, has a higher cost proposal than what OHFA determines as a reasonable cost, that respondent will be asked if it can provide the services for an amount OHFA determines to be reasonable. In considering which firm to select, OHFA has the right to negotiate the fee of any respondent that it believes will provide the best services at the most reasonable price that is in the best interests of OHFA. However, OHFA is not obligated to select the respondent with the lowest cost proposal.

Preference will be given to firms with an office or branch in Ohio.

OHFA will post on its website, Ohiohome.org the firm selected to be awarded the contract, after formal approval, by January 15, 2024.

1.10. Agreement for Services

The firm selected to provide the services described in this RFP is expected to sign and submit an agreement for services covering the scope and terms of this RFP. See attached sample AGREEMENT FOR SERVICES.

2. Scope of Services

2.1. Services Required

Under the Agreement, the company will provide the following and the proposal submitted must describe how each item will be addressed:

- A. It is understood that, regardless of any other provisions of this RFP by participating in the Residential Mortgage Revenue Bond Program, Participating Lenders are not automatically correspondents with Servicer, and are required to execute lender agreements with the Servicer.
- B. The servicing agreement is exclusively for purchasing, pooling, selling, and servicing of Mortgage Loans. Servicer shall not market its banking products to OHFA's customers.
- C. Servicer shall purchase, pool, sell and service loans for purchase from any Participating Lender.
- D. Servicer will accept loans via Fannie Mae Desktop Underwriting® (DU) and Fannie Mae Desktop Originator® (DO). Servicer will accept loans via Freddie Mac Loan Product Advisor (LPA) and other automated underwriting systems as agreed to by OHFA on a case-by-case basis. Servicer will accept Mortgage Loans manually underwritten to VA, FHA, or USDA-RD, and GNMA/Fannie Mae and Freddie Mac Guidelines.
- E. Under the Servicing Agreement the Servicer will be required to:
 - 1) Pool and assign the FHA, VA and USDA-RD Mortgage Loans to the Government National Mortgage Association ("GNMA") under the terms of its GNMA Guaranty Agreement and issue its GNMA Certificates (in the form of GNMA I or GNMA II securities) backed by the FHA, VA or RHS Mortgage Loans for sale to the Trustee.
 - 2) Pool and swap the conventional Mortgage Loans for Fannie Mae Mortgage-Backed Securities under the terms of its Fannie Mae Mortgage-Backed Securities ("MBS") Pool Purchase Contract for sale to the Trustee.
 - 3) Pool Freddie Mac Mortgage-Backed Certificates under the terms of its Freddie Mac Mortgage Backed Securities ("MBS") Pool Purchase Contract for sale to the Trustee.
- F. The Servicer will service the Mortgage Loans underlying the Fannie Mae MBS with the "Special Servicing Option" rather than the "Regular Servicing Option", both as defined in the Fannie Mae Guide.
- G. The Servicer shall service the Second Mortgage Loans in compliance with the Fannie Mae or Freddie Mac guides. The Servicer shall execute and deliver any and all instruments, documents, and writings necessary to service the Second Mortgage Loans
- H. Servicer shall provide an option to pay to OHFA Excess Servicing Fees in connection with Fannie Mae Mortgage-Backed Securities and Freddie Mac Mortgage-Backed Certificates if the best execution performed by OHFA shows a benefit of paying excess servicing versus a buyup/buydown of the Guarantee Fee.
- I. The Servicer may provide other product types, including refinance and third party origination services.

2.2. Program Development

The Servicer shall be required to:

- A. Assign experienced staff to review Program terms and all Program term sheets suggesting revisions as necessary.
- B. Conduct ongoing lender training using current technology that is interactive.
- C. Confirm with OHFA, the Trustee and Participating Lenders a schedule and procedure for the regular acquisition, pooling and securitization of Mortgage Loans and sale of GNMA/Fannie Mae/Freddie Mac MBS to the Trustee.

2.3. Originations

The Servicer shall be required to:

- A. Review Mortgage Loan documents and Lender's Certificates within three business days of receipt for conformity with the requirements of the Servicing Agreement and the Program.
- B. Review closed Mortgage Loan files and notify Participating Lenders of discrepancies and work with Participating Lenders to ensure that closed Mortgage Loans are purchased within the time frames required by the Guidelines and the Lender Guide.
- C. Purchase and fund (within ten business days of receipt of complete packages) Mortgage Loans from Participating Lenders upon delivery of such Mortgage Loans and the required documentation by Participating Lenders.
- D. Issue GNMA Certificates backed by the FHA, VA and USDA-RD Mortgage Loans as soon as reasonably possible or at a minimum on a weekly basis.
- E. Pool and swap conventional mortgage loans with Fannie Mae and Freddie Mac in exchange for Fannie Mae and Freddie Mac Certificates as soon as reasonably possible or at a minimum on a weekly basis.
- F. Deliver GNMA, Fannie Mae and Freddie Mac Certificates, immediately upon issuance, to the Trustee for purchase.
- G. Remit to OHFA and the Trustee, on a daily, weekly and monthly basis, the aggregate dollar amount of Mortgage Loans acquired by the Servicer from each Participating Lender and the status of such Mortgage Loans. To provide special reports as requested by OHFA.
- H. Consult with and advise the Participating Lenders and the Trustee concerning technical questions with respect to the Mortgage Loans.
- I. Table fund the Down Payment Assistance Second Mortgage Product and the Grants for Grads Product of OHFA.
- J. Consideration should be given to offering loans that meet the Fannie Mae and Freddie Mac, "Duty to Serve", to include offerings for manufactured housing.

2.4. Ongoing

The following is a list of ongoing tasks that are required to be performed by the Servicer:

- A. Service Mortgage Loans in accordance with VA, FHA or USDA-RD, and GNMA/Fannie Mae and Freddie Mac Guidelines.
- B. Service the OHFA Second Mortgages in accordance with the definitive servicing agreements.
- C. Render to OHFA, Trustee, Participating Lenders or others, as appropriate, such certifications as shall be required from time to time pursuant to the Program documents to assure compliance with Program requirements.
- D. Repurchase any non-conforming loans for resale to the applicable originating Participating Lender.
- E. Take any other action, which the Servicer and/or OHFA deems necessary or appropriate in order to facilitate the implementation of the Program in accordance with the provisions of the Program documents.
- F. Provide electronic transmission of the monthly loan activity and second mortgage purchases in accordance with EXHIBIT C, the format required for upload into OHFA's proprietary software.

2.5. Other Requirements

In addition to meeting the requirements of GNMA, Fannie Mae, Freddie Mac and other requirements of OHFA, the successful applicant must meet or agree to the following:

- A. Be a Servicer:
 - 1) in the business of servicing residential mortgage loans and qualified to do business in the State of Ohio;
 - 2) an FHA-approved, VA-approved and USDA-RD-approved mortgagee, a GNMA - approved Authority and Servicer of GNMA Certificates for FHA-insured, VA- guaranteed and USDA-RD-guaranteed mortgages; and,
 - 3) Fannie Mae, Freddie Mac- approved seller-Servicer eligible to pool and service Fannie Mae, Freddie Mac Mortgage-Backed Securities for conventional mortgage loans, and meet all requirements of applicable laws so as to be eligible to originate, purchase, hold and service FHA-insured, VA-guaranteed and USDA-RD-guaranteed mortgages and conventional mortgage loans.
- B. The selected Servicer shall be required to supply all of the following reports:
 - 1) Provide a monthly report for the GNMA, Fannie Mae and Freddie Mac securities by the 5th calendar day of each month, totaled by each OHFA series, that lists, at a minimum, the pool number, scheduled principal, additional principal, liquidations, total interest due for the month, total amount distributed, beginning security balance, current principal distribution, ending security balance, and security interest rate.
 - 2) Provide a delinquency report by the 5th calendar day of each month, totaled by OHFA series that lists, at a minimum, the mortgage count, fixed monthly payment, principal balance,

delinquent count, delinquent number of months, (i.e. 1 month, 2 months or 3 months), foreclosure count, delinquent principal amount, scheduled principal amount, schedule interest due, total distribution, beginning security balance, ending security balance and security interest rate.

- 3) Provide a schedule of pooled mortgages weekly including; Form 11706 electronic pool submission loan detail, Form 11706 electronic pool submission recap, a notification of delivery of GNMA/Fannie Mae/USDA Securities page and a signed copy of the Servicer GNMA/Fannie Mae submission certificate for each GNMA and Fannie Mae pool.
 - 4) Provide a fixed-rate custodial certification schedule weekly for Freddie Mac securities listing each loan, custodian certification schedule summary, guarantor program: security settlement information and delivery authorization page, notification of delivery of Freddie Mac securities page and a signed copy of the Servicer Freddie Mac submission certificate for each Freddie Mac pool.
 - 5) If necessary and as requested by OHFA, provide weekly and monthly reports such as: a Lender Scorecard, a Returned Mortgage File Report, a Canceled Loans Report and Letter, a 203KS Acquisition Amount Report, a Conditions/Exception Report, and a report showing the differences between the Mortgage Loans that the Servicer has compared to the Mortgage Loans that OHFA has in the "pipeline".
 - 6) Provide a REO Summary report by the 5th calendar day of each month (insert detail about report)
 - 7) Provide a US Treasury NIBP Summary report by the 10th calendar day of each month that lists, at a minimum, the mortgage count, principal balance, delinquent count, delinquent number of months combined LTV, percentage with 2nd Lien, vintage information, breakdown of type of loan, and other information as requested by the US Treasury.
- C. Be able to demonstrate capacity to warehouse Mortgage Loans as necessary until such loans are pooled to form MBS purchased by the Trustee.
- D. Maintain an office located in the United States for taking phone calls from customers with questions regarding loan servicing.
- E. Each proposal will be evaluated to ensure that the applicant has complied with each section of this RFP and followed the formatting, organizational and submission requirements as described in this RFP.
- 1) An annual SSAE 18 SOC 1 Type 2 report as required by the independent accounting firm contracted by OHFA. The inability to provide the SSAE 18 SOC 1 Type 2 on an annual basis will disqualify your firm from being appointed as Servicer. Agreed upon procedures are not acceptable.
 - 2) A copy of your most recent SSAE 18 SOC 1 Type 2 is to be submitted with your proposal.
- F. Encourage auto debit of monthly payment or other means of electronic payment.
- G. Promote OHFA on all communications with the borrowers of Mortgage Loans.

Second Mortgage Reports

- A. The Servicer shall provide or make available to the Issuer and its Trustee the following information:
 - 1) On a monthly basis, a remittance report which summarizes the payments
 - 2) forwarded to the Trustee for collection of Second Mortgage Loan payments. The remittance method will be actual interest-actual principal.
 - 3) On a monthly basis, a report made available that includes all Second Mortgage Loans
 - 4) Loans for which the Mortgage Loan is in default bankruptcy or foreclosure, as of the last Business Day of the month. The Issuer will notify the Servicer whether to pursue foreclosure of the corresponding Second Mortgage Loan.
- B. The Servicer, pursuant to the authority granted the Servicer as the attorney-in-fact for the Issuer, shall be responsible for the execution, filing and recording of all Mortgage satisfactions for satisfied Second Mortgage Loans. The Servicer shall recover the actual costs of filing and recording such Mortgage satisfactions from the mortgagor at the time of payoff.
- C. The Servicer shall administer and service the Second Mortgage Loans in accordance with the terms and provisions of the EXHIBIT B.
- D. The Servicer shall deal directly with mortgagors, title companies and attorneys requesting payoffs of these Second Mortgage Loans. Funds collected for the Second Mortgage Loan payoffs shall be directed to the Trustee/Issuer at least monthly
- E. All copies of promissory note and second mortgages of Issuer that Servicer has filed a foreclosure action against will be sent to Issuer contemporaneously to the foreclosure filing.

3. Required Information to be Provided in Response to the Proposal

3.1. Description of Firm

Please describe your firm's technical experience serving as the Servicer for similar programs. In this description of your firm, include the following:

- A. Number of years of operation and number of years of experience as servicer for similar single-family programs.
- B. Total amount of assets held as of most recent fiscal year end.
- C. Net worth as of most recent fiscal year end.
- D. Total number of loans and dollar amount of Non-HFA single-family loans and HFA single-family loans originated or purchased as of most recent fiscal year end.
- E. Total number of loans and dollar amount of single-family (HFA and Non-HFA) loans serviced as of most recent fiscal year end.
- F. Show evidence of the following in your description of your firm:
- G. Ability to originate and/or service loans for single-family residences in the State of Ohio.
 - 1) FHA-approved mortgagee.
 - 2) VA-approved mortgagee.
 - 3) USDA-RD-approved mortgagee.
 - 4) GNMA-approved Seller/Servicer.
 - 5) Fannie Mae, Freddie Mac approved Seller/Servicer and approved to sell conventional mortgages.
 - 6) Direct endorser under FHA programs.
 - 7) Maintains Errors and Omissions Insurance in amounts required by Fannie Mae.
 - 8) Maintains Fidelity Bond Coverage in amounts required by Fannie Mae.
- H. Experience in originating, funding and closing loans through correspondent lenders. Include your fee schedule for underwriting and other services.
- I. Most recent ratings: if applicable, by third party rating agency; including customer service rating, regulatory rating, and credit rating.

3.2. Qualifications Relative to Scope of Services

Identify the specific key individuals who would be assigned to work with OHFA and specify which person would be the primary contact person with OHFA. Describe the level of staffing and service that OHFA would receive, including the nature of the work that each person would perform and their related professional experience with single-family issues.

Describe in detail how your firm will fulfill the Scope of Work in Section 2 and what services you provide.

3.3. References

Please provide at least three references from former clients.

3.4. Staff References

Identify the key individuals who would be assigned to work with OHFA. Specify which person would be the primary contact person.

Please furnish resumes for each individual identified above.

3.5. Servicing Procedures and Locations

Supply the following information as it relates to servicing procedures and servicing locations:

- A. Describe your servicing procedures, include in this description how you handle customer inquiries, requirements on lenders to facilitate loan deliveries and purchases, your ability to assist in the marketing of OHFA programs and your ability to enter into agreements with correspondent lenders, brokers and other types of lenders.
- B. Describe your information technology environment as it relates to loan origination and loan servicing and remitting. Do you have the capacity to accept loan files electronically?
- C. Describe your policy on cross-selling and use of borrower names and addresses as it would apply to the services contemplated by this RFP.
- D. Identify the location(s) and telephone numbers of the major offices and other facilities that relate to the servicing of the Mortgage Loans under this RFP.

3.6. Delinquent Mortgage Loans and Loss Mitigation

Supply the following information as it relates to delinquent Mortgage Loans and Loss Mitigation:

- A. Describe your systems and policies for working with borrowers to bring delinquent loans current.
- B. Describe procedures for collections on first and second mortgages.
- C. Is there a specific department or division assigned to handle borrower defaults?
- D. Describe your procedures for subordinations and releases?
- E. At what point in delinquency are borrowers referred to loss mitigation?
- F. Describe procedures for loss mitigation.
- G. Provide data on percentage of loans referred to loss mitigation and outcomes.
- H. Has your organization made any improvements to your collections and loss mitigation operations due to any increases in delinquencies, defaults and foreclosures?

3.7. Transition from Current Servicer

Please describe the process and procedures that you would undertake to replace an existing servicer and any previous instances where you have replaced an existing servicer.

3.8. Cost Proposal

The selected Servicer will pay to OHFA a Servicer Acquisition Fee for each Mortgage Loan purchased, which should be part of Exhibit B, the Cost Proposal.

As part of the Program, OHFA pays each Participating Lender 250 basis points of the loan amount per loan. The Servicer will advance these servicing release premiums to the Participating Lenders in connection with each purchase of a Mortgage Loan. The Servicer will then collect this amount from OHFA when the Trustee reimburses the Servicer for the purchase of each pool.

No additional fees for reservation, processing, underwriting, or any other fee, other than those regularly allowed to be collected by the Participating Lenders, may be charged by the Servicer to any borrower or Participating Lender.

No expense reimbursement will be paid to the Servicer in connection with the closing or issuance of each series of bonds.

Include in your response a cost proposal taking into consideration the following:

- A. Detail your proposed payment for servicing rights, in basis points, on FHA-insured, VA-guaranteed and UDSA-RD-guaranteed Mortgage Loans to be securitized with GNMA Certificates.
- B. Detail your proposed payment for servicing rights, in basis points, on conventional mortgage loans to be securitized into Fannie Mae and Freddie Mac MBS.

3.9. Litigation, Administrative Proceedings, Investigations

Please describe any pending or resolved material litigation, administrative proceedings or investigations in which your corporate trust department has been involved in the previous 5 year period.

3.10. Other Qualifications

Provide any other additional information that should be considered.

4. Evaluation Process

4.1. Minimum Evaluation Requirements

Each proposal will be evaluated to ensure that the applicant has complied with each section of this RFP and followed the formatting, organizational and submission requirements as described in this RFP.

4.2. Evaluation Criteria

The evaluation criteria will consist of a combination of the following:

General Requirements

- 2.2 Program Development
- 2.3 Originations
- 2.4 Ongoing
- 2.5 Other Requirements
- 3.1 Description of Firm
- 3.4 Staff References
- 3.5 Servicing Procedures & Locations
- 3.6 Delinquent Loans & Loss Mitigation
- 3.7 Transition from Current Servicer
- 3.9 Cost Proposal
- 3.10 Other Qualifications
- 5.0 Proposal Format and Submission

5. Proposal Format and Submission

5.1. Proposal Organization and Format

OHFA requires the applicant to follow the formatting described below when submitting their proposal:

- Proposals will be typed on standard 8.5x11 inch paper, single-spaced with one-inch margins and a 12-point font. The electronic version of the response must be submitted in portable document format (pdf).
- Proposals will be organized and presented in order with the section headings and numbers as assigned in the RFP.
- Each response to this RFP will include as the cover page a Letter of Transmittal. See Exhibit A for the format of the Letter of Transmittal.
- Each response to this RFP will include as the second page a Table of Contents.

5.2. Submitting the Proposal

OHFA requires the applicant to submit one electronic copy of the proposal as explained in Section 1.5. By submitting a proposal, the applicant agrees to the following:

- All materials submitted become the property of OHFA and shall be public information unless a statutory exception exists which would thereby determine that such information cannot be released to the public. If you have information in your proposal that you believe is an exemption to the public records laws, you must identify each and every occurrence of the information in the proposal on a separate page titled “Exemptions to the Public Records Law”.
- Applicants will respond to all requirements in this RFP and comply with any terms and conditions outlined in the RFP. Failure to do so may result in disqualification of the proposal.
- All costs incurred in the preparation of a proposal shall be borne by the applicant.
- If during the evaluation process it becomes necessary to make further distinctions between certain applicants, OHFA may request certain applicants to make oral presentations of proposals to OHFA staff members, and/or an OHFA Evaluation Team.
- Proposals received after the deadline will not be reviewed. Applicants are advised that there will be no opportunity to correct mistakes or deficiencies in their proposal after the submission deadline. Proposals that are missing required forms and or information may not be evaluated. It is the sole responsibility of the applicant to ensure its proposal is complete, accurate, responsive to the requirements, and received on time.

EXHIBIT A – Letter of Transmittal

Note: Submit the following on your firm's letterhead

LETTER OF TRANSMITTAL

Ohio Housing Finance Agency
Attn: XXXXXXXXX
XXXXX XXXXX –RFP Request
2600 Corporate Exchange Drive, Suite 300
Columbus, Ohio 43231

Dear Ohio Housing Finance Agency:

In accordance with the Request for Proposal, we are pleased to submit our written proposal.

_____ (insert firm's name) will provide XXXX services to OHFA for the period of MMMM DD, 200Y to MMMM DD, 200Y in accordance with the requirements of the Request for Proposal issued by OHFA.

Any information or questions concerning this written proposal should be directed to _____ (firm's liaison) at the following address and telephone number: _____.

Respectfully,

_____(signature)

Authorized Officer of Firm
Printed Name and Title

EXHIBIT B – Second Mortgage Loans

This Schedule A to the Servicing Agreement applies to servicing of qualifying Second Mortgage Loans.

ARTICLE 1. SECOND MORTGAGE LOAN PROGRAM ADMINISTRATION

SECTION 1.01. SECOND MORTGAGE LOAN FUNDING PROCEDURES

The Lender shall be responsible for the initial funding of Second Mortgage Loan and must register the Mortgage Loan and the Second Mortgage Loan simultaneously.

SECTION 1.02. SECOND MORTGAGE LOAN PURCHASE PROCEDURES

The Second Mortgage Loans shall be purchased by the Servicer from the Lender at the original loan amount of such loans, or amortized balance when applicable, contemporaneously with the Servicer's purchase of the related Mortgage Loan pursuant to the Mortgage Origination Agreement and Participating Lender Agreement. The Lender shall include specific Second Mortgage Loan documents in the file delivered to the Servicer or to the Issuer as directed in the Program Guidelines. The Servicer or the Issuer, through their established monitoring system, shall monitor and determine whether the mortgagor is compliant with the terms and conditions of the Second Mortgage Loan as identified in this Schedule and the Program Guidelines. Upon receipt of notice by the Issuer from the Servicer of the Servicer's purchase of a Second Mortgage Loan, the Issuer shall reimburse the Servicer for such purchase, and thereafter the Servicer may retain Second Mortgage Loan documents as directed by the Issuer pursuant to the terms of this Schedule.

SECTION 1.03. REIMBURSEMENT OF SERVICER

The Servicer shall request funds from the Issuer for all monies advanced to the Lenders for Second Mortgage Loans. The Issuer shall reimburse the Servicer within 30 days of the request for any and all Second Mortgage Loan(s) purchased by the Servicer regardless of the status of the Mortgage Loan or the Second Mortgage Loan under the Program.

SECTION 1.04. REMITTANCES AND REPORTS

(a) The Servicer shall provide or make available to the Issuer and its Trustee the following information:

(1) On a monthly basis, a trial balance of all Second Mortgage Loans. The trial balance shall identify each Mortgage Loan by OHFA loan number, mortgagor name and Second Mortgage Loan unpaid principal balance, interest rate and level payment. The report shall also include a reconciliation of all activity since the prior reporting period, which shall include a detailed accounting of foreclosed Mortgage Loans and repayments.

(2) On a monthly basis, a remittance report which summarizes the payments forwarded to the Trustee for collection of Second Mortgage Loan payments pursuant to Section 3.03 below. The remittance method will be actual interest-actual principal.

(3) On a monthly basis, a report made available that includes all Second Mortgage Loans for which the Mortgage Loan is in default bankruptcy or foreclosure, as of the last Business Day of the month. The Issuer will notify the Servicer whether to pursue foreclosure of the corresponding Second Mortgage Loan.

(b) The Servicer, pursuant to the authority granted the Servicer as the attorney-in-fact for the Issuer, shall be responsible for the execution, filing and recording of all Mortgage satisfactions for satisfied Second Mortgage Loans. The Servicer shall recover the actual costs of filing and recording such Mortgage satisfactions from the mortgagor at the time of payoff.

(c) The Servicer shall administer and service the Second Mortgage Loans in accordance with the terms and provisions of this Schedule .

(d) The Servicer shall deal directly with mortgagors, title companies and attorneys requesting payoffs of these Second Mortgage Loans. Funds collected for the Second Mortgage Loan payoffs shall be directed to the Trustee/Issuer at least monthly.

(e) All copies of promissory note and second mortgages of Issuer that Servicer has filed a foreclosure action against. Documents will be sent to Issuer contemporaneously to the foreclosure filing.

SECTION 1.05. REPURCHASE OF MORTGAGE LOANS AND SECOND MORTGAGE LOANS

The Lender shall be required to repurchase a Non-Qualifying Mortgage Loan's related Second Mortgage Loan when the Lender is obligated to repurchase the Non-Qualifying Mortgage Loan under the Participating Lender Agreement.

SECTION 1.06. COMPENSATION AND EXPENSES FOR SERVICING

(a) The Servicer will have the right to collect from the Lender an agreed upon upfront fee at the time of loan purchase as a Second Mortgage processing fee.

(b) Any miscellaneous costs incurred by Servicer to carry out additional duties requested by the Issuer that are not provided for in this Agreement, shall be billed to the Issuer at reasonable cost and paid by the Issuer within 30 days upon receipt of billing.

(c) The Servicer shall, as within Fannie Mae and Freddie Mac servicing guidelines, also be entitled to retain any late charges stated in the Second

Mortgage Loan documents and paid by the mortgagors, any ancillary fees charged for customary services provided to the mortgagors.

ARTICLE 2. COLLECTION AND DISBURSEMENT DUTIES OF THE SERVICER

SECTION 2.01. LOAN SERVICING GUIDELINES

(a) The Servicer shall have full power and authority, acting alone, to do any and all things in connection with such servicing that it may deem necessary or desirable and shall exercise the same degree of care that it exercises with respect to the servicing of the related Mortgage Loans. The Servicer shall service the Second Mortgage Loans in compliance with the FNMA or FHLMC guides. The Servicer shall execute and deliver any and all instruments, documents, and writings necessary to service the Second Mortgage Loans.

(b) The Servicer shall be held harmless for failing to perform any requirements of this Schedule that conflict with the FNMA or the FHLMC guides.

(c) If the Issuer requests the Servicer to service any new or modified Second Mortgage Loan that will require services that are in addition to or contrary to the servicing duties stated herein or in the Second Mortgage Loan documents, the request must be pre-approved in writing by the Servicer. No Second Mortgage Loans will be included in the Bond issuance governed by the Servicing Agreement without the Servicer's prior written approval. Any additional services approved by the Servicer may require additional servicing fees.

(d) Services performed by the Servicer for Second Mortgage Loans will be limited to collecting and processing monthly loan payments and calculating and remitting payoff funds. The Servicer shall calculate, accrue, accumulate or collect interest payable on any non-amortizing Second Mortgage Loan. The Servicer shall not be obligated to provide any legal services to secure the Second Mortgage Loan debt by means of foreclosure proceedings on behalf of the Issuer, unless the Issuer and the Servicer, on a loan by loan basis, establish a written agreement for the fees paid by the Issuer and the functions to be performed by the Servicer.

(e) In circumstances when there are not sufficient funds from equity of the sale to pay the debt, the Issuer will calculate what the Servicer is permitted to accept. The Servicer will not be responsible for any calculations to reduce the debt due to the sale of the property.

SECTION 2.02. SECOND MORTGAGE LOAN PAYMENT COLLECTION

In the event of a default of a Second Mortgage Loan, Servicer shall take whatever appropriate action needed to collect the Second Mortgage Loan payments.

The Issuer shall be responsible for the decision whether to join a foreclosure of a Second Mortgage Loan with a foreclosure on the corresponding Mortgage Loan. Upon such joinder by the Issuer, the Issuer shall provide written notification to the Servicer. The Issuer shall bear all costs associated with such joinder, bidding for the property at foreclosure sale and liquidating the acquired property in recovery of its investment.

SECTION 2.03. REMITTANCE OF SECOND MORTGAGE LOAN PAYMENTS

The Servicer shall collect payments on each Second Mortgage Loan. The Servicer will deposit all payments of principal and interest received on the Second Mortgage Loans in a separate designated trust account for the benefit of the Trustee under the Program and insured by the FDIC. The cutoff date will be the 10th day of each month. If the 10th day falls on a weekend/holiday, the business day prior will be designated as the cutoff date. Servicer shall remit to the Trustee all payments received on Second Mortgage Loans each month within 5 business days after the cutoff date to an account designated by the Issuer either as the Revenue Account for the Subordinate Bonds or otherwise, and as follows:

(__ Name of Trustee here __)

ABA _____

A/C _____

A/C _____

Ref A/C _____

Attn _____

SECTION 2.04. GUIDELINES FOR DEALING WITH DELINQUENCIES

The Servicer will determine and carry out the most effective form of contact with specific mortgagors during the various stages of delinquency. All collection efforts will be conducted in compliance with applicable state and federal laws and regulations.

SECTION 2.05. DELINQUENCY OF MORTGAGOR

All amortizing Second Mortgage Loans shall require monthly payment according to the terms of the Second Mortgage Loan documents or in accordance with State law. Any late charge shall be calculated in accordance with State law. If full monthly payments of principal, interest and other charges are not paid on or before the first day of the month following the month in which they become due and payable, the Servicer shall notify the mortgagor of such delinquency.

SECTION 2.06. TRANSFERS AND ASSUMPTIONS

All Second Mortgage Loans originated under the Program shall not be transferable or assumable and are due and payable in full upon the sale of the property, the refinance or the payoff of the corresponding Mortgage Loan.

SECTION 2.07. MORTGAGE LOAN DOCUMENTS

Servicer may retain Second Mortgage Loan documents as directed by the Issuer. Copies of the Second Mortgage Loan documents shall be maintained in accordance with the Servicer's standard policies and procedures.

ARTICLE 3. WAREHOUSE OBLIGATIONS OF THE SERVICER

SECTION 3.01. WAREHOUSE OBLIGATIONS

The Servicer hereby agrees to provide warehouse services for the Issuer with respect to designated Second Mortgage Loans serviced under this Schedule . The Servicer agrees to warehouse Second Mortgage Loans designated by the Issuer until such time as the Issuer delivers to the Servicer the purchase price of the designated Second Mortgage Loans. The Issuer has a responsibility to reimburse the Servicer for any and all Second Mortgage Loans purchased by the Servicer under the Program as per Section B-1.03.

SECTION 3.02. TERMS OF DESIGNATED SECOND MORTGAGE LOANS

The Second Mortgage Loans purchased in accordance with this Article 3 shall bear such terms and conditions as are designated in the loan documents.

[END OF SCHEDULE A]

STATE OF OHIO
OHIO HOUSING FINANCE AGENCY

ADDENDUM TO AGREEMENT

To the extent allowed by the laws of the State of Ohio and subject to the additional terms and conditions set forth below, the State of Ohio, Ohio Housing Finance Agency (“OHFA”), agrees to the terms and conditions set forth in [Name of Agreement] (“Agreement”). Additionally, [Name of Contractor] (“Contractor”) and OHFA agree that the following terms and conditions shall be incorporated into and form a part of the agreement to which they are attached (the “Agreement”) for all purposes:

1. **Location of Performance.** Contractor affirms that it has read and understands Executive Order 2019-12D issued by Ohio Governor DeWine, that it will abide by those requirements in the performance of this Agreement, and that it will perform no services required under this Agreement outside of the United States. The Executive Order is available at the following website:

<https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>

<https://governor.ohio.gov/media/executive-orders/executive-order-2022-02d>

2. **Change of Performance Location.** Contractor also affirms, understands, and agrees to immediately notify OHFA of any change or shift in the location(s) of services performed by Contractor or its subcontractors under this Agreement, and no services will be changed or shifted to a location(s) outside of the United States.

3. **Travel Expenses.** If travel expenses are contemplated and agreed upon by the Parties as necessary in order to perform the services described in the Scope of Work, Contractor will be compensated for travel expenses at the rates set forth in the Office of Budget and Management’s Travel Rules more fully stated in Ohio Administrative Code 126-1-02 (the “Expense Rule”). Contractor agrees that it will not be reimbursed and OHFA will not pay any items that are deemed to be “non-reimbursable travel expenses” under the Expense Rule. This provision is subject to the compensation limit stated herein.

4. **Acknowledgment of Independent Contractor Status.** Contractor acknowledges and agrees that any individual providing personal services under this Agreement is not a public employee for purposes of Ohio Revised Code (“ORC”) Chapter 145. OHFA considers Contractor to be an independent contractor or any other classification other than a public employee, and as such, will make no contributions to the public employees retirement system (“OPERS”) on Contractor’s behalf. If Contractor has fewer than five (5) employees, Contractor has been provided an acknowledgment form attached hereto as Exhibit II, which must be completed by the Contractor, returned to OHFA, and subsequently sent to the Ohio Public Employees Retirement System within thirty (30) days of the start date of this Agreement as required under ORC Section 145.038. That acknowledgment form states that

the individuals employed by the Contractor understand that they are independent contractors, not public employees, and as such are not entitled to OPERS benefits based on this Agreement. It is further agreed that neither Contractor nor its employees or agents are “employees” of OHFA as the term is used in ORC Section 124.01(F) and, therefore, are not eligible for vacation, medical insurance, sick leave, parental leave, leave of absence, tenure, bumping rights, retirement, or any other benefits or rights, which are incidents of public employment subject to the civil service laws of Ohio. Moreover, Contractor is responsible for any compliance with labor laws and contracts as it pertains to any union employees under its employment. Nothing herein contained will be construed to place the parties in the relationship of partners or joint venturers or of franchisor/franchisee.

5. **Data and Information Control.**

- a. **Confidentiality.** The Contractor may learn of information, documents, data, records, or other material that is confidential in the performance of this Agreement. The Contractor may not disclose any information obtained by the Contractor as a result of this Agreement, without the Sponsor’s written permission to do so. The Contractor must assume that all Sponsor information, documents, data, source codes, software, models, know-how, trade secrets, or other material is confidential. In addition, the Contractor may not disclose any documents or records excluded by Ohio law from public records disclosure requirements.
- i. The Contractor’s obligation to maintain the confidentiality of the information will not apply where the information:
 - ii. Was already in the Contractor’s possession before disclosure by the Sponsor, and the information was received by the Contractor without the obligation of confidence;
 - iii. Is independently developed by the Contractor;
 - iv. Is or becomes publicly available without breach of this Agreement except as provided in the next full paragraph;
 - v. Is rightfully received by the Contractor from a third party without an obligation of confidence;
 - vi. Is disclosed by the Contractor with the written consent of the Sponsor; or
 - vii. Is released in accordance with a valid order of a court or governmental agency, provided that the Contractor:
 - Notifies the Sponsor of such order immediately upon receipt of the order; and
 - Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the confidential information solely for the purposes intended to be serviced by the original order of production.

Although some sensitive personal information, such as medical records, addresses, telephone numbers, and social security numbers may be publicly available through other sources, the Contractor will not disclose or use any sensitive personal information in any manner except as expressly authorized in this Agreement. Therefore, notwithstanding item iii above, the Contractor has an obligation to maintain the confidentiality of sensitive personal information and will do so.

The Contractor must return all original sources of information or data provided by the Sponsor and destroy any copies the Contractor has made on termination or expiration of this Agreement.

The Contractor will be liable for the disclosure of any confidential information. The Parties agree that the disclosure of confidential information originating from the Sponsor may cause the Sponsor irreparable damage for which remedies other than injunctive relief may be inadequate, and the Contractor agrees that in the event of a breach of the obligations hereunder, the Sponsor is entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of proving actual damages. However, this provision will not diminish or alter any right to claim and recover damages.

Contractor will report security and privacy incidents to Sponsor in the most expedient time possible but not later than thirty days following its discovery or notification of the breach and will cooperate with the Sponsor and its response team in determining the scope of the breach and the affected users.

6. **Public Records and Retention of Documents and Information.** The Contractor acknowledges that this Agreement, as well as any information, deliverables, records, reports, and financial records related to this Agreement are presumptively deemed public records pursuant to ORC 149.43. The Contractor understands that these records must be made freely available to the public unless the Sponsor determines that, pursuant to state or federal law, the requested materials are confidential or otherwise exempt from disclosure. The Contractor must comply with any direction from the Sponsor to preserve or provide documents and information, in both electronic and paper form, and to suspend any scheduled destruction of such documents and information.

7. **Security and Safety Rules.** When using or possessing Sponsor data or accessing Sponsor networks and systems, the Contractor, its employees, subcontractors and agents must comply with all applicable Sponsor rules, policies, and regulations regarding Sponsor-provided IT resources, data security, and integrity. When on any property owned or controlled by the Sponsor, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.

8. **Prohibition Of The Expenditure Of Public Funds For Offshore Services.** No State Cabinet Agency, Board or Commission will enter into any contract to purchase services provided outside of the United States or that allows State Data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Agreement, the OHFA reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The OHFA does not waive any other rights and remedies provided to the OHFA in the Agreement.

Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Agreement, the OHFA reserves the right to recover any funds paid to Contractor for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

The Contractor must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Contract, if the Contractor changes the location(s) disclosed on the Affirmation and Disclosure Form, Contractor must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

State Data shall mean the following: All data and information provided by, created by, created for, or related to the activities of the State and any information from, to, or related to all persons that conduct business or personal activities with the State, including, but not limited to Sensitive Data. Sensitive Data means any type of data that presents a high or moderate degree of risk if released, disclosed, modified or deleted or disclosed without authorization. Sensitive Data includes, but is not limited to:

- a) Certain types of personally identifiable information (PII) that is also sensitive, such as medical information, social security numbers, and financial account numbers;
- b) Federal Tax Information (FTI) under IRS Publication 1075;
- c) Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA);
- d) Criminal Justice Information (CJI) under the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy and the Law Enforcement Automated Data System (LEADS) Policy; and
- e) Other types of information not associated with an individual such as security and infrastructure records, trade secrets, and business bank account information.

9. **Subcontracting:** The OHFA recognizes that it may be necessary for the Contractor to use a subcontractor to perform a portion of the work under the Agreement. In those circumstances, the Contractor shall submit a list identifying the Contractor's subcontractors. The Contractor may not enter into subcontracts related to the Agreement after award without written approval from OHFA. If any change occurs during the term of the Agreement, that requires a change to identified subcontractors, the Contractor shall amend its list of subcontractors and request written approval from OHFA. OHFA reserves the right to reject any subcontractor submitted by the Contractor.

All subcontracts will be at the sole expense of the Contractor and the Contractor will be solely responsible for payment of its subcontractors. The Contractor assumes responsibility for all sub-contracting and third-party manufacturer work performed or product delivered under the Agreement. All agreements with subcontractors must incorporate this Agreement by reference and include the following provisions: (1) the subcontractor agrees to be bound by all applicable terms and conditions of this Agreement; and (2) the terms of this Agreement prevail over any conflicting terms of the agreement with the subcontractor. The Contractor will be the sole point of contact with regard to all contractual matters

10. **Certification of Funds.** It is expressly understood by Contractor that none of the rights, duties, and obligations described in this Agreement will be binding on either party until all statutory provisions

under the Ohio Revised Code and procedural requirements under OHFA's bylaws have been complied with. Moreover, no act by OHFA's Board is considered binding upon or a restriction upon a future OHFA Board. If at any time sufficient funds are not available or appropriated to continue funding any payment due under this Agreement, this Agreement will terminate for just cause.

11. **Term:** Notwithstanding any renewals, automatic or otherwise, provided in the attached Agreement, the Agreement shall terminate as of [INSERT DATE]. Any renewals of this Agreement beyond the current contract term shall be by separate addendum.

12. **Taxes:** OHFA is exempt from federal excise taxes and all state and local taxes, unless otherwise provided herein.

13. **Interest:** Section 126.30 of the Ohio Revised Code may be applicable to this Agreement and, if so, requires payment of interest on overdue payments for all proper invoices. The interest charge shall be at a rate per calendar month which equals one-twelfth of the rate per annum prescribed by Section 5703.47 of the Ohio Revised Code.

14. **Termination for Convenience:** Notwithstanding any provisions on the term and termination in the attached Agreement, OHFA may terminate this Agreement for its convenience by issuing written notice to the Contractor. The Contractor will be entitled to the pro-rated contract price for any deliverable or service or portion of a deliverable or service that the Contractor has delivered and the OHFA has accepted before the written notice of termination. Total payments will not exceed the amount payable to the Contractor as if the Contract had been fully performed. Upon notice of termination, Contractor will immediately cease all work and service under this Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs in ceasing all work or service. Contractor will be required to furnish a report setting forth the status of all activities under the Agreement including, but not limited to, the work or service completed and the payments received by Contractor and any other information as Sponsor may require. This will be the Contractor's exclusive remedy in the case of termination for convenience and is available to the Contractor only after the Contractor has submitted a proper invoice.

15. **Publicity.** Notwithstanding any provisions on publicity or marketing contained in the attached Agreement, the Contractor shall not do the following without prior, written consent from OHFA:

1. Advertise that the Contractor is doing business with the OHFA;
2. Use this Contract as a marketing or sales tool; or
3. Affix any advertisement or endorsement, including any logo, graphic, text, sound, video, and company name, to any State-owned property, application, or website, including any website hosted by Contractor or a third party.

16. **Insurance:** The State of Ohio is self-insured.

17. **Equal Employment Opportunity:** Pursuant to ORC 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or subcontractor, will not discriminate, by reason of race, color, religion, sex, age, disability, national origin, military status or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Contractor further agrees that Contractor, any subcontractor and any person

acting on behalf of Contractor or subcontractor will not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability, national origin, military status or ancestry. Contractor represents that it has a written affirmative action program for the employment and effective utilization of disadvantaged persons and will file a description of that program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services. Contractor and any of its subcontractors are encouraged to use MBE and EDGE vendors to assist in completing the work under this Agreement.

18. **No Unfair Labor Practice Findings.** Contractor warrants and represents that neither it nor any or its subcontractors are listed with the Secretary of State for unfair labor practices, pursuant to ORC 121.23.

19. **Governing Law:** This Agreement shall be governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio. Any provisions requiring the State to participate in arbitration do not meet the requirements of state law and shall be considered stricken.

20. **Drug-free Workplace:** In the event that work performed pursuant to the terms of this Agreement will be done while on state property, Contractor hereby certifies that all of its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

21. **Ohio Ethics Law:** Contractor, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, ORC 102.01 *et seq.*, 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J); and (2) it has taken and will not take any action inconsistent with those laws, as any of them may be amended or supplemented from time to time.

22. **Ohio Election Law:** Contractor affirms that it is compliant with Section 3517.13 of the Revised Code.

23. **Workers' Compensation** Contractor shall provide its own workers' compensation coverage throughout the duration of the Agreement and any extensions thereof. OHFA is hereby released from any and all liability for injury received by the contractor, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this contract.

24. **Adherence to State and Federal Laws, Regulations.** Contractor agrees to comply with all applicable federal, state, and local laws in the conduct of the work under this Agreement. Contractor and its employees are not employees of OHFA with regard to the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code and for state revenue and tax laws, state workers' compensation laws and state unemployment insurance laws. Contractor accepts full responsibility for payment of all taxes including, with limitation, unemployment compensation insurance premiums, all income tax deduction, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Contractor in the performance of the work authorized by

this Agreement. Contractor is solely responsible for obtaining its own workers' compensation coverage for itself and its employees. OHFA is exempt from federal, state and local taxes and will not be liable for any taxes under this Agreement.

25. **Unresolved Findings.** Contractor warrants that it is not subject to an unresolved finding for recovery under O.R.C. 9.24. If this warranty is deemed to be false, this Agreement is void *ab initio* and the Contractor must immediately repay to the OHFA any funds paid under this Agreement. Contractor further warrants that it has no outstanding final judgments against it by the State, including tax liabilities, and agrees that any payments incurred by the State in this Agreement may be applied against any outstanding judgments or liabilities currently owed to the State or incurred by the State in the future.

26. **Conflict of Interest.** Contractor certifies that it does not have on its staff, payroll, or otherwise employed for monetary compensation or not, any employee who, within the past twelve months, was a public official or employee with OHFA or any other board, commission or agency of the State of Ohio who had the ability to make decisions regarding approval, disapproval, recommendation, rendering advice, investigation or otherwise exercised substantial administrative control over matters concerning Contractor at the time of his or her state employment. Further, no personnel of Contractor, subcontractor of Contractor or personnel of any such subcontractor, or public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement will, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any such person, who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, must immediately disclose his interest to OHFA in writing. Thereafter, the affected person will not participate in any action affecting the work under this Agreement unless OHFA determines that, in light of the personal interest disclosed, their participation in that action would not be contrary to the public interest.

27. **Indemnification and Hold Harmless:** Any provisions requiring OHFA to indemnify and/or hold harmless or pay attorney's fees to Contractor do not meet the requirements of state law and shall be considered stricken.

28. **State Audit Findings:** The Contractor warrants that the Contractor is not subject to an unresolved finding for recovery pursuant to Section 9.24 of the Ohio Revised Code. If the warranty is false on the date the parties signed this Agreement, the Agreement is void *ab initio* and the Contractor shall immediately repay any funds paid under this Agreement.

29. **Independent Contractor:** It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State. Unless Contractor is a "business entity" as that term is defined in R.C. 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business"), Contractor shall have any individual performing services under this Agreement complete and submit the Independent Contractor Acknowledgment to OHFA, available at <https://www.opers.org/forms-archive/2018-10-PED-ACKN-Independent-Contractor-Worker-Acknowledgment-Form-fillable.pdf>. Contractor's failure to complete and submit attachment at the time Contractor executes this Addendum shall serve as Contractor's certification that Contractor is a "business entity" as that term is defined in R.C. 145.037.

30. **Prohibition of the Expenditure of Public Funds for Offshore Services:** No State Cabinet, Agency, Board or Commission will enter into any contract to purchase services provided outside the United States or that allows State data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in the Agreement.

The Contractor must complete the Contractor/Subcontractor Affirmation and Disclosure Form attached to this Addendum as Exhibit I affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Agreement, if the Contractor changes the location(s) disclosed on the Affirmation and Disclosure Form, Contractor must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

31. **Open Trade:** Pursuant to Ohio Revised Code 9.76 (B) Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the Agreement term.

32. **Entire Agreement; Modifications:** The Agreement and this Addendum supersede all prior agreements, written or oral, between Contractor and OHFA and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and this Addendum and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by OHFA and Contractor.

33. **Addendum Controlling:** In the event there is a conflict between the terms and conditions of the Agreement and this Addendum, this Addendum is controlling.

Contractor
INSERT NAME:

State of Ohio
Ohio Housing Finance Agency:

Title: _____

Executive Director

Date: _____

Date: _____

EXHIBIT C

Emphasys Software Single Family - Monthly Transaction Reporting Instructions

Instructions

1. ASCII
2. Fixed length at 168 characters
3. All fields must be in DISPLAY mode
4. Detail records for each servicer/series/reporting period must begin with a HEADER record and terminate with a HEADER TRAILER record.
5. Non-encrypted file
6. Record delimiter is CR, no LF

Special Notes

ZF - Zero Filled
BF - Blank Filled
RJ - Right Justified
LJ - Left Justified
S9 (7) - Seven (7) position SIGNED numeric field (right over punched numeric)
S9 (9) V99 - Eleven (11) position SIGNED numeric field with two (2) decimals (right overpunched numeric)
N Numeric
A Alpha
AN Alpha-numeric

Questions or comments to :

AOD/Emphasys Software
Attn: George Rodriguez
Phone (305) 599-2531 ext 6634
Fax (305) 592-2479
email grodriguez@aodusa.com

Header Record

The following layout describes the "HEADER" record. This record must contain a RECORD_TYPE of "1".

<u>Field Name</u>	<u>Length</u>	<u>Starting Position</u>	<u>Type</u>	<u>Comments</u>
Record_Type	1	1	N	Constant 1
Servicer_Code	3	2	AN	Servicer Number assigned by HFA
Series_Code	3	5	AN	Series Code assigned by HFA
Reporting_Period	4	8	N	YY/MM - Servicing Reporting period
Filler	157	12	A	BF

Emphasys Software
Single Family - Monthly Transaction Reporting Instructions

Prepayment Record

The following layout describes the "PREPAYMENT" transaction record. This record must contain a RECORD_TYPE of "2" and "TRANSACTION_TYPE" of "01".

<u>Field Name</u>	<u>Length</u>	<u>Starting Position</u>	<u>Type</u>	<u>Comments</u>
Record_Type	1	1	N	Constant 2
Servicer_Code	3	2	AN	Servicer Number assigned by HFA
Series_Code	3	5	AN	Series Code assigned by HFA
Loan_Number	11	8	AN	Loan Number assigned by HFA
Transaction_Type	2	19	N	Constant 01
Filler	1	21	A	BF
Transaction_Date	6	22	N	YY/MM/DD - Date prepayment was received
Interest_Paid_To_Date	6	28	N	YY/MM/DD - Date the loan is paid through after transaction
Prepayment_Amount	9	34	N	RJ, ZF, S9(7)V99 - Must be a multiple of the P&I constant
Filler	126	43	A	BF

Curtailment Record

The following layout describes the "CURTAILMENT" transaction record (principal only payment). This record must contain a RECORD_TYPE of "2" and TRANSACTION_TYPE of "02".

<u>Field Name</u>	<u>Length</u>	<u>Starting Position</u>	<u>Type</u>	<u>Comments</u>
Record_Type	1	1	N	Constant 2
Servicer_Code	3	2	AN	Servicer Number assigned by HFA
Series_Code	3	5	AN	Series Code assigned by HFA
Loan_Number	11	8	AN	Loan Number assigned by HFA
Transaction_Type	2	19	N	Constant 02
Filler	1	21	A	BF
Transaction_Date	6	22	N	YY/MM/DD - Date Curtailment was received
Apply_After_Pmt_Of	6	28	N	YY/MM/DD - Date the loan was paid through before the transaction
Curtailment_Amount	9	34	N	RJ, ZF, S9(7)V99 - Amount of Curtailment
Curtail_Melded_Series	3	43	AN	Series Code assigned by HFA. Only to be used for melded bond series and if the curtailment amount is only to be applied to one of the participating series instead of prorata. If not a melded series, must be blank filled (BF).
Loan_Mod_Code	1	46	AN	Enter Y if a HAMP loan mod. Otherwise, leave blank or enter N
Filler	122	47	A	BF

Emphasys Software
Single Family - Monthly Transaction Reporting Instructions

Miscellaneous Increases Record

The following layout describes the "MISCELLANEOUS INCREASES" transaction record. This record must contain a RECORD_TYPE of "2" and TRANSACTION TYPE of "03".

<u>Field Name</u>	<u>Length</u>	<u>Starting Position</u>	<u>Type</u>	<u>Comments</u>
Record_Type	1	1	N	Constant 2
Servicer_Code	3	2	AN	Servicer Number assigned by HFA
Series_Code	3	5	AN	Series Code assigned by HFA
Loan_Number	11	8	AN	Loan Number assigned by HFA
Transaction_Type	2	19	N	Constant 03
Transaction_Code	1	21	N	Constant 1, 2 or 3 1- Interest received on new loans 2- Penalty or late charges 3- Amount greater than a full month's payment on a maturity
Transaction_Date	6	22	N	YY/MM/DD
Interest_Paid_To_Date	6	28	N	ZF for Transaction_Codes 1&2 Required for Transaction_Code 3: YY/MM/DD Date the loan should be paid through after transaction
Increasing_Amount	9	34	N	RJ, ZF, S9(7)v99 - Amount of Increase
Filler	126	43	A	BF

Delinquency Record

The following layout describes the "DELINQUENCY" transaction record. This record must contain a RECORD_TYPE of "2" and TRANSACTION_TYPE of "04".

<u>Field Name</u>	<u>Length</u>	<u>Starting Position</u>	<u>Type</u>	<u>Comments</u>
Record_Type	1	1	N	Constant 2
Servicer_Code	3	2	AN	Servicer Number assigned by HFA
Series_Code	3	5	AN	Series Code assigned by HFA
Loan_Number	11	8	AN	Loan Number assigned by HFA
Transaction_Type	2	19	N	Constant 04
Filler	1	21	A	BF
Interest_Paid_To_Date	6	22	N	YY/MM/DD - Date the loan is paid through after transaction
Delinquent_Amount	9	28	N	RJ, ZF, S9(7)v99 - Must be a multiple of the P&I constant
Delinquency_Status_Code	3	37	AN	BF if this field is not being entered
Delinquency_Reason_Code	3	40	AN	BF if this field is not being entered
Property_Occupancy_Code	3	43	AN	BF if this field is not being entered
Last_Payment_Date	6	46	N	ZF if this field is not being entered
Filler	117	52	A	BF

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Miscellaneous Decreases Record

The following layout describes the "MISCELLANEOUS DECREASES" transaction record. This record must contain a RECORD_TYPE of "2" and TRANSACTION_TYPE of "05".

<u>Field Name</u>	<u>Length</u>	<u>Starting Position</u>	<u>Type</u>	<u>Comments</u>
Record_Type	1	1	N	Constant 2
Servicer_Code	3	2	AN	Servicer Number assigned by HFA
Series_Code	3	5	AN	Series Code assigned by HFA
Loan_Number	11	8	AN	Loan Number assigned by HFA
Transaction_Type	2	19	N	Constant 05
Transaction_Code	1	21	N	Constant 1, 2 or 3 1- Curtailment reversal 2- Amount less than a full month's payment on a maturity 3- Payment reversal
Transaction_Date	6	22	N	YY/MM/DD
Interest_Paid_To_Date	6	28	N	YY/MM/DD Date the loan should be paid through after transaction
Decreasing_Amount	9	34	N	RJ, ZF, S9(7)v99 Transaction_Code 1= Must match a previously applied curtailment Transaction_Code 2= Must be less than the P&I constant Transaction_Code 3= Must be a multiple of the P&I constant
Curtailed_Series	2	43	A	Series Code assigned by HFA. Only to be used for melded bond series and if the curtailment amount is only to be applied to one of the participating series instead of prorata. If not a melded series, must be blank filled (BF).
Filler	124	45	A	BF

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Uncollected Payments on Payoffs and Foreclosures

The following layout describes the "UNCOLLECTED PAYMENTS ON PAYOFFS AND FORECLOSURES" transaction record. This record must contain a RECORD_TYPE of "2" and TRANSACTION_TYPE of "06".

<u>Field Name</u>	<u>Length</u>	<u>Starting Position</u>	<u>Type</u>	<u>Comments</u>
Record_Type	1	1	N	Constant 2
Servicer_Code	3	2	AN	Servicer Number assigned by HFA
Series_Code	3	5	AN	Series Code assigned by HFA
Loan_Number	11	8	AN	Loan Number assigned by HFA
Transaction_Type	2	19	N	Constant 06
Transaction_Code	1	21	A	Constant "P"-Payoff or "F"-Foreclosure
Interest_Paid_To_Date	6	22	N	YY/MM/DD - Date the loan is paid through
Filler	6	28	A	BF
Uncollected_Amount	9	34	N	RJ, ZF, S9(7)V99 - Must be a multiple of P&I constant
Filler	126	43	A	BF

Payoff Record

The following layout describes the "PAYOFF" transaction record. This record must contain a RECORD_TYPE of "2" and TRANSACTION_TYPE of "07".

<u>Field Name</u>	<u>Length</u>	<u>Starting Position</u>	<u>Type</u>	<u>Comments</u>
Record_Type	1	1	N	Constant 2
Servicer_Code	3	2	AN	Servicer Number assigned by HFA
Series_Code	3	5	AN	Series Code assigned by HFA
Loan_Number	11	8	AN	Loan Number assigned by HFA
Transaction_Type	2	19	N	Constant 07
Filler	1	21	A	BF
Payoff_Date	6	22	N	YY/MM/DD
Interest_Paid_to_Date	6	28	N	YY/MM/DD- Date the loan is paid through
Principal_Balance	9	34	N	RJ, ZF, S9(7)v99- Principal balance at time of payoff
Interest	9	43	N	RJ, ZF, S9(7)v99-Interest accrued through payoff date
Settlement_Expense_Loan	7	52	N	RJ, ZF, S9(7)-Settlement expense loan amount
Service Fee	7	59	N	RJ, ZF, S9(5)v99-Servicing fees through payoff date
Penalty Fee	9	66	N	RJ, ZF, S9(7)v99-Penalty fee charged
Total_Cash_Collected	9	75	N	RJ, ZF, S9(7)v99-Total amount collected
Filler	85	84	A	BF

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Servicer Cash Remittance Record

The following layout describes the "CASH REMITTANCE" transaction record. This record must contain a RECORD_TYPE of "2" and TRANSACTION_TYPE of "08".

<u>Field Name</u>	<u>Length</u>	<u>Starting Position</u>	<u>Type</u>	<u>Comments</u>
Record_Type	1	1	N	Constant 2
Servicer_Code	3	2	AN	Servicer Number assigned by HFA
Series_Code	3	5	AN	Series Code assigned by HFA
Filler	11	8	A	BF
Transaction_Type	2	19	N	Constant 08
Transaction_Code	1	21	A	Constant "A" or "P" "A" - Mortgage payment remittance "P" - Payoff remittance
Date_Remitted	6	22	N	YY/MM/DD
Filler	6	28	A	BF
Amount_Remitted	9	34	N	RJ, ZF, S9(7)V99
Comment_Line	25	43	AN	LJ, BF
Filler	101	68	A	BF

Funds Transmittal

The following layout describes the "FUNDS TRANSMITTAL" transaction record. This record must contain a RECORD_TYPE of "2" and TRANSACTION_TYPE of "09".

<u>Field Name</u>	<u>Length</u>	<u>Starting Position</u>	<u>Type</u>	<u>Comments</u>
Record_Type	1	1	N	Constant 2
Servicer_Code	3	2	AN	Servicer Number assigned by HFA
Series_Code	3	5	AN	Series Code assigned by HFA
Filler	11	8	A	BF
Transaction_Type	2	19	N	Constant 09
Principal_Received	11	21	N	RJ, ZF, S9(9)V99 - Total Principal received
Interest_Received	11	32	N	RJ, ZF, S9(9)V99 - Total interest received
Service_Fee_Charged	11	43	N	RJ, ZF, S9(9)V99 - Service fee charged, must be negative if due to the servicer
Prior_Month_Overage	11	54	N	RJ, ZF, S9(9)V99 - Prior month's overage adjustment
Prior_Month_Shortage	11	65	N	RJ, ZF, S9(9)V99 - Prior month's shortage adjustment
Miscellaneous_Cash_1	11	76	N	RJ, ZF, S9(9)V99
Miscellaneous_Cash_2	11	87	N	RJ, ZF, S9(9)V99
Filler	71	98	A	BF

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Monthly Remittance Reconciliation

The following layout describes the "MONTHLY REMITTANCE RECONCILIATION" transaction record. This record must contain a RECORD_TYPE of "2" and TRANSACTION_TYPE of "10".

<u>Field Name</u>	<u>Length</u>	<u>Starting Position</u>	<u>Type</u>	<u>Comments</u>
Record_Type	1	1	N	Constant 2
Servicer_Code	3	2	AN	Servicer Number assigned by HFA
Series_Code	3	5	AN	Series Code assigned by HFA
Filler	11	8	A	BF
Transaction_Type	2	19	N	Constant 10
Amount_Billed_by_HFA	11	21	N	RJ, ZF, S9(9)V99 - Amount billed by HFA
Total_Prepayments	11	32	N	RJ, ZF, S9(9)V99 -Total amount of prepayment transactions
Total_Curtailments	11	43	N	RJ, ZF, S9(9)V99 -Total amount of curtailment transactions
Total_Increases	11	54	N	RJ, ZF, S9(9)V99 - Total amount of increasing transactions
Total_Payoffs	11	65	N	RJ, ZF, S9(9)V99 - Total amount of payoff transactions
Total_Delinquencies	11	76	N	RJ, ZF, S9(9)V99 - Total amount of delinquency transactions
Total_Decreases	11	87	N	RJ, ZF, S9(9)V99 - Total amount of decreasing transactions
Total_Uncollected_PF	11	98	N	RJ, ZF, S9(9)V99 - Total amount of uncollected pymts. due to payoffs & foreclosures
Service_Fee_Charged	11	109	N	RJ, ZF, S9(9)V99 - Service fee charged. Must be negative if due to the servicer
Net_Amount_Due	11	120	N	RJ, ZF, S9(9)V99 - Amount billed by HFA plus or minus all exceptions & service fee
Total_Cash_Remitted	11	131	N	RJ, ZF, S9(9)V99 - Total of all cash remittances
EOM_Loan_Count	5	142	N	RJ, ZF, S9(5) - Loan count at end of each month
EOM_Principal_Balance	11	147	N	RJ, ZF, S9(9)V99 - Principal balance at end of month
EOM_Level_Payments	11	158	N	RJ, ZF, S9(9)V99 - Level payments at end of month

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Trailer Header Record

The following layout describes the "TRAILER HEADER" record. This record must contain a RECORD_TYPE of "3".

<u>Field Name</u>	<u>Length</u>	<u>Starting Position</u>	<u>Type</u>	<u>Comments</u>
Record_Type	1	1	N	Constant 3
Servicer_Code	3	2	AN	Servicer Number assigned by HFA
Series_Code	3	5	AN	Series Code assigned by HFA
Reporting_Period	4	8	N	YY/MM
Total_No_of_Trans_2	7	12	N	RJ, ZF, S9(7) - Total number of records with a record_type of 2
Filler	150	19	A	BF