

August 2, 2018

Michael C. Schmitz, Principal & Consulting Actuary
Milliman, Inc.
15800 W. Bluemound Road, Suite 100
Brookfield, WI 53005-6043

RE: Notice of Termination
HFA Data Agreement 4827-1639-0950.3

Dear Mr. Schmitz:

Per Section 6 of the agreement referenced above, please allow this letter to serve as Florida Housing Finance Corporation's notice of contract termination, effective on September 1, 2018.

Sincerely,


Jenny Marshall
Contract Administrator

Rick Scott, Governor

Board of Directors: Ray Dubuque, Chairman • Ron Lieberman, Vice Chairman
Natacha Bastian • Renier Diaz de la Portilla • LaTasha Green-Cobb • Creston Leifried • Bernard "Barney" Smith • Mario Facella
Julie Dennis, Florida Department of Economic Opportunity

Harold "Trey" Price, Executive Director

HFA DATA AGREEMENT

This HFA DATA AGREEMENT (“Data Agreement”) is effective as of October 28, 2015 (“Effective Date”) by and between the Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329 (“HFA”), and Milliman, Inc., a Washington corporation with a place of business at 15800 W. Bluemound Road, Suite 100, Brookfield, WI 53005-6043 (“Consultant”). This Data Agreement is related to services being performed by Consultant pursuant to the Consulting Services Agreement dated January 20, 2015 (the “Agreement”) and related Statements of Work (collectively, the “SOWs”) between National Council of State Housing Agencies (“NCSHA”) and Consultant. “Party” or “Parties” means, individually, HFA or Consultant as the context requires and, collectively, HFA and Consultant.

RECITALS

WHEREAS, pursuant to the SOWs, Consultant shall be providing services (“Data Analysis Services”) to NCSHA related to collection, interpretation, and reporting of State Housing Finance Agency mortgage data (the “HFA Data”, as further defined below), the results of which may be made available, in part, to HFA and other State Housing Finance Agencies or to third parties as agreed between NCSHA and the Consultant in the Agreement (collectively, the “Purpose”);

WHEREAS, in order to perform the Data Analysis Services so that NCSHA can make results available to HFA and other third parties, as permitted in the Agreement, HFA must provide Consultant access to HFA’s single-family mortgage loan data;

WHEREAS, the Agreement requires that, prior to HFA providing access to its data to Consultant, that Consultant and HFA enter into a “Data Agreement” setting forth details for such access, including data security requirements; and

WHEREAS, Consultant and HFA intend that this Data Agreement shall satisfy such requirement.

NOW, THEREFORE, for and in consideration of the mutual obligations contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. **Provision of Data.** HFA shall provide Consultant HFA Data (as defined below) as necessary for the Purpose. The specific HFA Data and format thereof to be provided by HFA to Consultant shall be set forth in Exhibit 1 to this Data Agreement, and HFA shall use best efforts to provide Consultant with HFA Data requested by Consultant. HFA shall use best efforts to provide the HFA Data to Consultant in a format requested by Consultant.

2. **HFA Data and Information Security.**

(a) All data, documents, employee information, and other materials provided by or on behalf of HFA to Consultant, or acquired or learned by Consultant from HFA’s files or documents or employees, representatives, agents or customers which is received, computed, developed, used, collected or stored pursuant to this Data Agreement (collectively, “HFA Data”) shall be the exclusive property of HFA. Subject to Section 8 herein, HFA Data shall be Confidential Information as defined in the Agreement.

(b) HFA hereby grants to Consultant a limited, nonexclusive, non-sublicensable, revocable and non-assignable license to use the HFA Data for the Purpose, including providing such HFA Data, in state and national aggregated and/or summary format (with no disclosure of loan-level data), to NCSHA in connection with Data Analysis Services. Consultant may access such data solely as necessary to perform its obligations under the Agreement and SOW. NCSHA,

Consultant and HFA agree that the Purpose shall not include publication to third parties by NCSHA of (i) any HFA Data containing consumer-specific information; or (ii) any state-specific information that is not de-identified, unless otherwise agreed to by NCSHA and HFA. Consultant shall not prevent HFA from accessing HFA Data or withhold or restrict access to HFA Data (in whatever format) for any reason and under any circumstances. Except as otherwise provided for in this Data Agreement, absent HFA's prior written consent, HFA Data shall not be (a) used, disclosed, monitored, analyzed, individualized, anonymized, aggregated, stored, copied or otherwise provided to third parties by Consultant or Consultant's personnel, or (b) sold, assigned, or leased by Consultant or Consultant's personnel, or (c) commercially exploited in any form by or on behalf of Consultant or Consultant's personnel.

(c) Subject to Section 8 herein, Consultant shall at all times maintain and safeguard the HFA Data in compliance with the confidentiality and information security requirements set forth in Section 3 of the Agreement and its standard information security practices described in Section C.4 and Appendix B to Exhibit RFP to the initial SOW between NCSHA and Consultant.

(d) Consultant shall provide NCSHA with an executed copy of this Data Agreement within five (5) days after execution by Consultant and HFA.

(e) **Data Incidents.** In addition to the obligations set forth in subsection (c), above, Consultant agrees to promptly notify HFA of any reasonably suspected or actual loss of HFA Data or breach or compromise of its security obligations under the Agreement or this Data Agreement (a "Data Incident"). The notice must summarize in reasonable detail the nature and scope of the Data Incident (including each data element type that relates to an individual, if any) and the corrective action already taken or to be taken by Consultant. Consultant must promptly take all necessary and advisable corrective actions, and must cooperate fully with HFA in all reasonable efforts to investigate the Data Incident, to mitigate the adverse effects, and to prevent its recurrence.

3. **No Creation of Ownership Interests.** Except as expressly stated herein, nothing in this Data Agreement will be construed to convey to Consultant any right, title, license or other interest in the HFA Data. No license is hereby granted or implied under any patent, copyright or trademark, any application for any of the foregoing, or any trade name, trade secret or other proprietary information, in which HFA has any right, title or interest, except as expressly granted herein for the limited use of HFA Data.

4. **Return of HFA Data.** Upon termination of access rights under this Data Agreement, Consultant will either (i) promptly destroy all copies of the written and electronic HFA Data in its possession and confirm such destruction to HFA in writing, or (ii) promptly deliver to HFA all copies of the written HFA Data in its possession. Consultant will not retain any copies, exhibits, notes, memoranda or other writings containing or based on the HFA Data; provided, however, that Consultant may retain one copy of the HFA Data for archival purposes only, which copy will remain subject to the terms of this Data Agreement.

5. **Remedies; Injunction.** Consultant acknowledges and agrees that any breach of this Data Agreement will cause irreparable harm to HFA for which damages would not be an adequate remedy, and HFA is entitled to injunctive relief with respect to any violation in addition to any other remedies.

6. **Term; Termination.** This Data Agreement commences on Effective Date, continues for a period of one (1) year ("Initial Term"), and automatically renews for additional twelve (12) month periods (each, "Renewal Term"), until terminated in accordance with the terms and conditions in this Data Agreement (collectively, "Term"). If a Party materially breaches a provision of this Data Agreement and fails to remedy the breach within thirty (30) days of receipt of written notice from the nonbreaching Party, the nonbreaching Party may terminate this Data Agreement. In addition to any

termination rights set forth in this Data Agreement, HFA may terminate this Data Agreement with thirty (30) days written notice to Consultant. All provisions of this Data Agreement which by their nature should survive termination or expiration, including the continuing license to use any previously-aggregated HFA Data included in the results of the Data Analysis Services, shall survive termination or expiration, including any remedies for breach.

7. **Governing Law.** This Data Agreement will be governed by and construed in accordance with the laws of the State of Florida, notwithstanding the governing law identified in the Agreement. All HFA Data transmitted to Consultant will be stored in the United States. Consultant will not transfer HFA Data across a country border or to an offshore location unless HFA elects such country or offshore location.

8. **Additional HFA Terms.** The Parties acknowledge and agree that (1) the HFA shall be entitled to negotiate terms in addition to those set forth herein or in the Agreement in order to address any state requirements or internal policies applicable to the HFA. Any such HFA-specific terms shall be set forth in Exhibit 1 to this Data Agreement. HFA has the right to enforce (a) this Data Agreement (including the HFA-specific terms), and (b) the terms set forth in Sections 3, 7, and 11 of the Agreement, and such other rights, remedies, privileges and powers (including monetary damages) provided for therein, solely with respect to Consultant's confidentiality-related obligations, to the same extent as if HFA were NCSHA, subject to the limitations of liability (on a non-aggregated basis as applied to HFA) under the Agreement.

9. **Conflict of Interest.** Consultant, on behalf of its employees and/ or agents, covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its activities hereunder. Consultant further covenants that in its performance of this Data Agreement it will not knowingly employ or contract with any person having such interest.

10. **Debarment.** Consultant warrants and certifies that to its knowledge upon reasonable investigation it is not currently under suspension or debarment by the federal government or by the government of any state HFA member, and if the Consultant cannot so certify, then it agrees to submit to NCSHA and HFA a written explanation of why such certification cannot be made. Consultant agrees to provide written notice to NCSHA and HFA of any such suspension or debarment of it or any subcontractor providing services under the Agreement or this Data Agreement within fifteen (15) days of the suspension or debarment. Failure of the Consultant to provide notice to NCSHA and HFA of such suspension or debarment within fifteen (15) days shall constitute material breach of this Data Agreement, and in the event of such failure NCSHA and/or HFA may, at its option, immediately terminate, as applicable, the Agreement and/or any SOW or this Data Agreement, demand the termination of any suspended or debarred subcontractor, or take any other appropriate action to remedy the Consultant's material breach.

11. **Nondiscrimination.** Consultant warrants that it does not discriminate against its employees, applicants for employment, contractors, and/or subcontractors on the basis of race, color, religious creed, ancestry, disability, national origin, age, gender, or sexual orientation, and that it is in compliance with all applicable federal and state laws prohibiting discrimination in hiring practices and employment opportunities. A finding of Consultant's noncompliance with such laws by any federal or state court, agency or other such enforcement authority shall constitute material breach of this Data Agreement. Consultant further warrants that it does not tolerate intimidation or harassment on the basis of race, color, religious creed, ancestry, disability, national origin, age, gender, or sexual orientation, and that all managers, employees, and contractors found to be intimidating or harassing others are disciplined appropriately. Consultant's failure to make good faith efforts to prevent such practices or to discipline managers, employees, or contractors for such practices shall constitute material breach of this Data Agreement.

12. **Miscellaneous.** This Data Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter of this Data Agreement. This Data Agreement may be amended or waived only in writing executed by the Parties. This Data Agreement is binding on and inures to the benefit of the Parties and their respective successors and assigns. Consultant may not assign any of its rights or obligations under this Data Agreement without the prior written consent of HFA. If any provision of this Data Agreement is declared void or unenforceable, then the provision is automatically amended to the minimum extent required to make it valid, legal, enforceable and nearest to the original intent, and the other provisions remain in full force and effect. The waiver of a breach does not operate as a waiver of any subsequent breach. All notices under this Data Agreement must be in writing and deemed to have been duly given (a) when delivered by hand; (b) one (1) day after delivery by receipted overnight delivery; or (c) three (3) days after being mailed by certified or registered mail, return receipt requested, with postage prepaid to the Party to the address of the Party to be noticed as set forth on page one of this Agreement or other address as last provided to the other Party by written notice.

[SIGNATURE PAGE TO FOLLOW]

Agreed:

MILLIMAN, INC.
(Consultant)

By


Name Michael C. Schmitz

Title Principal & Consulting Actuary

Date 10/29/2015

FLORIDA HOUSING FINANCE CORPORATION
(HFA)

By


Name Barbara E. Goltz

Title Chief Financial Officer

Date October 28, 2015

[Execution Page to HFA Data Agreement]

EXHIBIT 1

HFA-SPECIFIC TERMS

Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329 (“HFA”), and Milliman, Inc., a Washington corporation with a place of business at 15800 W. Bluemound Road, Suite 100, Brookfield, WI 53005-6043 (“Consultant”), agree to the following HFA-specific terms in accordance with the Data Agreement:

I. HFA-Specific Terms:

HFA-specific terms in addition to the Agreement and Data Agreement are as follows:

(a) Section 1 of the Data Agreement shall be replaced in its entirety with the following:

1. **Provision of Data.** HFA shall use its best efforts to provide Consultant with the HFA Data (as defined below) as necessary for the Purpose. Consultant acknowledges that HFA does not have direct access to all of the HFA Data to be provided pursuant to this Data Agreement and that HFA Data not in the possession of or easily accessible by HFA will need to be obtained from U.S. Bank National Association, HFA’s master servicer (the “Master Servicer”). The specific HFA Data and format thereof to be provided by HFA to Consultant shall be set forth in Exhibit 1 to this Data Agreement, and HFA shall request that the Master Servicer provide HFA with the HFA Data requested by Consultant. HFA shall request the Master Servicer to provide the HFA Data in a format requested by Consultant. HFA shall not be responsible or liable for any failure of the Master Service to provide any HFA Data. Consultant shall, at the request of HFA, provide to HFA at no cost a copy of any final Deliverable created pursuant to the Agreement.

(b) Section 2(c) of the Data Agreement is amended to add the following sentence at the end of such Section:

Consultant agrees that no amendment to such confidentiality and information security requirements approved by Consultant and NCSHA shall be binding on HFA unless HFA has consented thereto.

(c) Section 5 of the Data Agreement is amended to add the following sentence at the end of such Section:

Consultant agrees that HFA shall not be required to post any security bond in connection with the exercise of its remedies.

(d) Section 8 of the Data Agreement is amended by replacing the last sentence in such Section with the following:

HFA has the right to enforce (a) this Data Agreement (including the HFA-specific terms), and (b) notwithstanding Section 2(f)(iv) of the Agreement, the terms set forth in Sections 3, 7, 10 and 11 of the Agreement, and such other rights, remedies, privileges and powers (including monetary damages) provided for therein, solely with respect to Consultant’s confidentiality-related obligations, to the same extent as if HFA were NCSHA, subject to

the limitations of liability (on a non-aggregated basis as applied to HFA) under the Agreement.

(e) Section 12 of the Data Agreement is amended by adding the following sentences at the end of such Section:

Whenever the consent or the approval of or the agreement by HFA is required hereunder, Consultant agrees that HFA may decide whether or not to grant such consent, approval or agreement in its sole discretion, as determined by HFA in good faith but otherwise using such factors as HFA shall deem relevant. Whenever the "best efforts" (or the equivalent) of HFA is required in order to comply with an obligation hereunder, Consultant agrees that HFA may decide how to satisfy such requirement (including without limitation the response time and the costs to be incurred) in its sole discretion, as determined by HFA in good faith.

(f) The Data Agreement is amended by adding a new Section 13 thereto as follows:

Section 13. Public Records. (a) Pursuant to Section 119.0701(2), Florida Statutes, the Consultant may be required to comply with public records laws, specifically to:

- (i) Keep and maintain public records (as defined in Section 119.011, Florida Statutes) that ordinarily and necessarily would be required by the HFA in order to perform the service.
- (ii) Provide the public with access to public records on the same terms and conditions that the HFA would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (iv) Meet all requirements for retaining public records and transfer, at no cost, to the HFA all public records in possession of the Consultant upon termination of this Data Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the HFA in a format that is compatible with the information technology systems of the Issuer.

(b) The Consultant shall promptly consult with the HFA upon receipt of any public records request.

(g) With respect to Section 2(f) of the Agreement, any amendment to such Section 2(f) shall not be binding on HFA unless HFA has consented thereto.

(h) With respect to Section 3(e) of the Agreement, any amendment to such Section 3(e) shall not be binding on HFA unless HFA has consented thereto.

II. HFA Data and Format:

HFA will provide the following data in the specified format:

Data (from January 1, 2000 through June 30, 2015, based on the date the loan was funded by the Master Servicer):

See Schedule 1

Format in which HFA Data will be provided:

Excel

III. Counterparts

This Exhibit 1 may be executed in counterparts or duplicate originals. Facsimile and electronic and digital copies of this Exhibit 1, including properly executed PDF versions of this Exhibit 1, are regarded as an original instrument by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Exhibit 1 on the date specified above.

Agreed:

MILLIMAN, INC.

FLORIDA HOUSING FINANCE CORPORATION

By 

By 

Name Michael C. Schmitz

Name Barbara E. Goltz

Title Principal & Consulting Actuary

Title Chief Financial Officer

Date 10/29/2015

Date October 28, 2015

SCHEDULE 1

Record Identifier	Mortgage Credit Certificate
HFA Loan Program Identifier	MCC Tax Credit Amount
Homebuyer Education	MCC Tax Credit %
First Time Buyer	QFICO Score
Mortgage (P&I) Payment	Qualifying Monthly Income
Property Purchase Price	Housing DTI
Original Loan Balance \$	Total DTI
OLTV (original LTV)	Ethnicity
Loan Close Date	Race
Loan Termination Date	Age
Original Interest Rate %	Sex
Current Interest Rate %	Household Size
Product/Instrument Type	Veterans
Loan Term	Public Employees
Interest Only/Option ARM	Other Targeted Demographics
Documentation Type	QFICO Score – Co-borrower
Self-employed Indicator	Ethnicity – Co-borrower
Loan Purpose	Race – Co-borrower
Program Insurance Type	Age – Co-borrower
Investor	Sex – Co-borrower
Primary Mortgage Insurance	Property State
MI Coverage Amount %	Property Zip
Originator	Property County Code
Servicer	Property Type
OCLTV %	Current Loan Status
Secondary Loan \$ Amount	Delinquency Status
Down Payment Assistance Amount	Delinquency Date
DPA Benefit Structure	Foreclosure Date
Closing Cost Assistance	Number of Missed Payments