



LT. GOVERNOR SHEILA Y. OLIVER  
CHAIR

CHARLES A. RICHMAN  
EXECUTIVE DIRECTOR

Updated on 5/22/2020

November 20, 2019

Dear Vendor:

The New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as “HMFA”) is seeking HUD certified housing counseling agencies to provide counseling services related to the New Jersey Foreclosure Mediation Assistance Program (hereinafter referred to as “FMAP”). Due to New Jersey’s current State of Emergency and Governor Phil Murphy’s Executive Order FMAP services have been expanded to include temporary services, and a new fee structure.

The On-line Application for FMAP includes the following:

1. Applicant’s Checklist
2. Information for Applicants
3. Application Specific Definitions
4. Mediation Scope of Services
5. FMAP Specific Submission Requirements
6. Mandatory Affirmative Action Language (Exhibit A)
7. Company Certification and Questionnaire (Exhibit B)
8. Source Disclosure Certification Form (Exhibit C)
9. Vendor Code of Ethics (Exhibit D)
10. Fee Schedule and Affirmation (Exhibit E)
11. Addendum to FMAP Application Contract
12. Sample of State Business Registration Certificate

It is important that these documents are completed in full, signed and dated where indicated. Failure to submit or sign any of the required documents may result in a disqualification.

Please return the required information via email to [bking@njhmfa.gov](mailto:bking@njhmfa.gov)

New Jersey Housing & Mortgage Finance Agency  
**Attention:** Procurement - FMAP

If you have any questions regarding this application process, please contact me at [bking@njhmfa.gov](mailto:bking@njhmfa.gov)

Sincerely,

*Brenda H. King*

Brenda H. King  
Procurement Officer

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

P.O. Box 18550 ▲ Trenton, NJ 08650-2085

TELEPHONE: (609) 278-7400 ▲ WEB: [www.njhousing.gov](http://www.njhousing.gov)

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

**NEW JERSEY MEDIATION COUNSELING PROGRAM**

**APPLICANT'S CHECKLIST**

The following is a checklist for all Applicants to complete. Please sign and date the documents where indicated, attach the requested information, and return the entire packet to the HFMA.

	<u>Vendor</u>	<u>HMFA</u> <u>(use only)</u>
1. Mandatory Affirmative Action Language (Exhibit A)	( )	( )
2. Company Certification and Questionnaire (Exhibit B)	( )	( )
3. Source Disclosure Certification Form (Exhibit C)	( )	( )
4. Code of Ethics Form (Exhibit D)	( )	( )
5. Fee Schedule & Affirmation (Exhibit E)	( )	( )
6. Required Elements as stated in Specific Requirements (Section 4.0)	( )	( )
7. Copy of current 503(c) (3) non-profit certification (if applicable)	( )	( )
8. Certificate of Insurance (with HMFA named as additional Insured)	( )	( )
9. A copy of Applicant's HUD certification or other proof of current compliance and/or NJ Debt Adjustor License	( )	( )
10. Copy of New Jersey Business Registration Certificate (required unless proof of non-profit status is provided)	( )	( )
11. Addendum to FMAP Application Contract	( )	( )

\_\_\_\_\_  
Name of Counseling Agency (please print or type)

\_\_\_\_\_  
Date

-----HMFA Use Only-----  
**Approved by:**

\_\_\_\_\_  
(please print or type)

\_\_\_\_\_  
Date

# NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

## NEW JERSEY MEDIATION COUNSELING PROGRAM

### 1.0 **INFORMATION FOR APPLICANTS**

#### 1.1 **Background**

The New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the “HMFA”) is an independent state agency, whose primary mission is to provide funding for affordable home ownership and housing opportunities for New Jersey Residents. HMFA is a strong, unified advocate for housing production, financing and improvement. It accomplishes its mission by responding to the needs of its residents by implementing creative Program and establishing alliances that fund affordable home mortgages for first-time home buyers; promoting construction and rehabilitation of rental housing; encouraging mixed-income, owner-occupied housing growth as a means to stabilize neighborhoods; advancing the growth and development of municipalities; contributing to the quality of life of older adults, the disabled and those with special housing needs; and formulating partnerships to foster the economic development of New Jersey and the personal development of its residents.

#### 1.2 **Purpose and Intent**

The New Jersey Housing and Mortgage Finance Agency is seeking HUD certified housing counseling agencies to provide counseling services related to the New Jersey Foreclosure Mediation Assistance Program (hereinafter referred to as the “FMAP”) to provide housing counseling to homeowners in foreclosure. For the purpose of this application, all entities or persons that submit an application hereunder shall be referred to as “Applicant” (as defined below.)

The FMAP was created in 2009 by the Administrative Office of the Courts (“AOC”) in cooperation with several state agencies, including the New Jersey Housing and Mortgage Finance Agency, in response to an unprecedented increase in residential mortgage foreclosures. The FMAP is currently administered through the Superior Court of New Jersey with the goal of providing homeowners a process to determine if a loan modification is a viable option or, alternatively, to provide the homeowner with as much advanced notice as possible to allow for planning alternative resolutions if mediation is not possible. The Program is currently utilizing trained mediators to facilitate communication and document exchange between homeowners and lenders. It is anticipated that the inclusion of a housing counseling component will enhance the effectiveness of the Program by helping the homeowner better prepare for mediation by providing assistance in completing the necessary mediation documentation as well as preparing a budget, alternate loan options or a transition from homeownership to a rental alternative. The housing counselor will not be required to attend the actual mediation. Households are eligible for counselor services without regard to income.

Notice of the FMAP is provided to the homeowner at the time the foreclosure summons and complaint is served. In order to be eligible to participate in the FMAP: (1) the property must be a one to three family residential property that is in foreclosure; (2) it must be the homeowner’s primary residence; and (3) the homeowner must be the borrower and already in foreclosure (having been served with a summons and complaint) and have a court docket number. The notice of the FMAP will also include a list of the housing counseling agencies participating in the Program. Homeowners will be able to select the counseling agency of their choice.

HMFA shall select Applicants (the “Successful Applicant”) for six (6) regions of the State as defined below. **Although, an Applicant may request one or more regions, the counties that comprise a**

**region may not be altered or amended in any way. Applicants must be able to provide services in all counties included in the defined regions.**

The six (6) regions are as follows:

<b>Region Number</b>	<b>Regions</b>
1.	Bergen, Hudson, Passaic and Sussex
2.	Essex, Morris, Union and Warren
3.	Hunterdon Middlesex and Somerset
4.	Mercer, Monmouth and Ocean
5.	Burlington, Camden and Gloucester
6.	Atlantic, Cape May, Cumberland and Salem

## **2.0 DEFINITIONS**

**Action Plan** - A comprehensive written plan including, but not limited to, the following information:

- Summary of the client’s financial situation
- Budget
- Steps to be taken by the client
- Steps to be taken by the counselor
- Estimate of time necessary to reach a solution

**Addendum** –Written clarification or revision to this application issued by HMFA.

**Agency Program Administrator** - Individual responsible for the overall management and administration of the Contract.

**Applicant** – An individual or business entity submitting a proposal/bid in response to this application

**Application** – A document which establishes the submission and Contract requirements and solicits applications to meet the needs of the HMFA as identified herein.

**Client** – A homeowner who has elected to participate in the Program and has been referred to a Contractor for Program counseling.

**Contract** – This application, any addendum to this application, and the Applicant’s proposal submitted in response to this application, as accepted by the HMFA.

**Contractor** – The Applicant awarded a Contract resulting from this application.

**Debt Adjustor** – A person who is licensed by the State of New Jersey to engage in the business of either: (a) acting or offering to act for consideration as an intermediary between a debtor and his creditors for the purpose of settling, compounding, or otherwise altering the terms of payment of debts of the debtor; or (b) to that end, receiving money or other property from the debtor, or on behalf of the debtor, for payment to, or distribution among, the creditors of the debtor.

**Experienced Counselor** - A housing counselor within a HUD-Certified Counseling Agency (defined further in this section) who has at least two (2) years of documented experience working with foreclosure and default mitigation issues.

**Evaluation Committee** – A committee consisting of HMFA staff established to review and evaluate responses to this application and to recommend a Contract award between the New Jersey Housing and Mortgage Agency and the approved Housing Counseling Agency or Debt Adjustor.

**Executive Director** - The Chief Executive Officer of the HMFA.

**Full - Time** - Not less than 35 hours per week.

**Home Affordable Modification Program (HAMP)** - A federal program designed to help financially struggling clients avoid foreclosure by modifying loans to a level that are affordable for clients now and sustainable over the long term. The program provides clear and consistent loan modification guidelines that the entire mortgage industry can use.

**Home Affordable Unemployment Program (UP)** – A forbearance program which is a temporary period during which the regular monthly mortgage payment is reduced or suspended.

**Homeowner** – A homeowner who is facing foreclosure and is eligible for the Program.

**Housing Counselor** - An experienced counselor who (a) works for a HUD-certified Counseling Agency.

**HUD-Certified Counseling Agency** – An agency approved by HUD to provide housing counseling services.

**May** – Denotes that which is permissible, not mandatory.

**FMAP** – A mortgage assistance program designed to assist financially struggling homeowners who are at risk of foreclosure, by facilitating a first mortgage loan modification, recast, and/or refinance.

**Modification** - A change in the terms of the mortgage as evidenced by the borrower's lender, designed to make the housing payment affordable to the homeowner. Changes may include but are not limited to lowering the interest rate, extending the loan term and/or forbearing principal for a period of time.

**New Jersey Housing and Mortgage Finance Agency (HMFA)** – The entity that has issued this application and will enter into a Contract.

**Qualified Intake** – Determine if Client is eligible for participation in the FMAP which includes but is not limited to:

- Complete Client intake information including name, address, demographic information, lender and loan information and reason for delinquency or default.
- Counselor will determine whether the Client meets the seven (7) initial requirements to request mediation
- Counselor will obtain a signed Authorization Form from Client allowing Counselor to interact with 3rd parties in order to better assist Clients.
- Complete a face-to-face appointment with the Client.
- Provide documentation that the counseling session included identifying the Client's core problem, a recommendation on how to proceed and a detailed action plan, including timelines and next steps and documentation of any follow-up efforts, referrals and additional communication.

**Qualified List** – The list of approved FMAP Counselors.

**Qualified Resolution** - The counselor has counseled the mediation Client and has achieved one of the following results: 1) the matter was resolved prior to mediation; 2) the matter was resolved at mediation; 3) there was an unsuccessful outcome pre-mediation and the case was terminated; or 4) there was an unsuccessful outcome after mediation and the case was terminated. The homeowner was transitioned into a more sustainable housing situation, i.e. rental.

**Shall or Must** – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of an application as materially non-responsive.

**Should** – Denotes that which is recommended, not mandatory.

**Subcontractor** – An entity having an arrangement with an HMFA Contractor, where the HMFA Contractor uses the products and/or services of that entity to fulfill some of its obligations under its Contract, while retaining full responsibility for the performance of all of its [the Contractor's] obligations under the Contract, including payment to the Subcontractor. The Subcontractor has no legal relationship with the HMFA, only with the Contractor.

**Task** – A discrete unit of work to be performed.

**Vendor** – A supplier of any good or service.

**Workout** – A recommended solution between the lender and the homeowner which is reasonably calculated to resolve the foreclosure action and is in the best interests of the homeowner.

### **3.0 SCOPE OF SERVICES**

Experienced Counselors participating in the FMAP shall:

- a. Complete a face-to-face appointment with the client.
- b. Collect, record and keep in a file documentation for a Qualified Intake.
- c. Assist in completing and submitting the required mediation documentation provided online through the New Jersey Courts and a workout to the Superior Court consistent with FMAP guidelines.
- d. Perform necessary tasks to assist the Client to comply with all FMAP requirements and time frames.
- e. Assist Clients with a transition plan in cases where mediation is unsuccessful.
- f. Preparing and submitting monthly activity reports in a format designated by HMFA.
- g. Maintaining records in separate files for each Client counseled. Such records shall be made available to HMFA for inspection upon request. Records for this program must be retained for a minimum period of three years following the completion of the file.

**Please note:** HMFA may perform periodic audits of the successful Applicant's records with regard to any and all activities related to the FMAP, including but not limited to, accurate Client documentation and proof of outcomes.

### **4.0 SPECIFIC SUBMISSION REQUIREMENTS**

All Counseling Agencies responding to this application are required to provide the items listed below in a concise format, numbered and organized in the following order:

- a. Written certification from the Applicant that information and reports shall be provided as and when required by the HMFA
- b. A detailed description of the default mitigation and foreclosure counseling services currently offered by the Applicant
- c. A copy of Applicant's HUD certification or other proof of good standing with HUD
- d. A brief history of the Applicant, including the level of counseling activity during the past three years
- e. A brief history or resume of each principal (e.g. Executive, Director, Partners, President, Vice President, CEO) in the Applicant's organization including counseling supervision experience or counseling experience within the past three (3) years
- f. Description of geographical areas by city and county served by the Applicant
- g. List of Regions Applicant seeks to service under the FMAP

- h. A plan for how the Applicant will structure its resources, including staff and office, and administrative resources to ensure that the clients in every county in the region for which it is bidding shall receive FMAP representation
- i. Narrative of Applicant's ability to negotiate with creditors, servicing agents and lenders to produce a successful outcome for a Client
- j. Physical location of office(s)
- k. References: A list of lenders with whom you have worked and/or clients to whom you have provided default mitigation and foreclosure counseling services and who have granted authorization to share contact information. Include the contact names and telephone numbers (minimum of 3 references, maximum of 6)
- l. Resumes of Experienced Counselors (both current counselors and potential new hires, to the extent available) who will be providing counseling under the FMAP including their years of experience with foreclosure and default mitigation experience and fluency in languages that may be common to the Applicant's client

## **5.0 CONTRACT TERM**

The FMAP term is for three (3) years. Although HMFA anticipates funding FMAP through December 31, 2023 the payment of the qualified resolution fees are subject to funding availability. Notwithstanding the three-year Contract term, the successful Applicant shall be required to complete Mediation counseling for all clients accepted prior to the expiration date of the Contract with the HMFA. The successful Applicant will be eligible for payment for those clients provided 1) the successful Applicants started working with the client prior to the expiration date of the Contract with the HMFA; and 2) the successful Applicant completed the requirements as defined under fee schedule. If, in the opinion of the HMFA, it is in the best interests of the HMFA to extend any Contract entered into as a result of this application, the successful Applicant will be so notified of the HMFA's intent at least thirty (30) days prior to the expiration date of the existing Contract. The successful Applicant shall have fifteen (15) calendar days to respond to the HMFA's request to extend the Contract. If the successful Applicant agrees to the extension, all terms and conditions of the original Contract, including price or compensation will be applicable for the additional Contract extension. Please be advised that the payment of intake or triage fees is subject to funding availability.

## **6.0 INSURANCE REQUIREMENTS**

The successful Applicant must assume all risks connected with his/her work and shall comply with all State Laws and Regulations concerning Workers' Compensation. Insurance shall be maintained to protect him/her against all claims for damages for personal injury, including death, which may arise during the performance of the Contract, either by him/herself or by any Subcontractor or anyone directly or indirectly employed by either of them. Any insurance company providing coverage must be authorized to do business in the State of New Jersey.

The successful Applicant shall provide the HMFA with current certificates of insurance for all coverages and renewals thereof. Certificates of renewals shall be provided to the HFMA within thirty (30) days of expiration of the insurance. The HMFA shall be named an ADDITIONAL INSURED on all CERTIFICATES OF INSURANCE. Insurance coverage shall remain in effect until the Contract is completed.

The successful Applicant shall give the HMFA 30 days written notice of any material change in, cancellation of, or expiration of the policies.

- a. Workers' Compensation and Employers' Liability: This insurance shall be maintained in force during the life of the Contract covering all employees engaged in performance of the Contract

pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Coverage A limit is Statutory and Coverage B limits are \$500,000 per occurrence; \$500,000 per employee disease limit and \$500,000 policy limit for disease. If the Contractor or Subcontractor is a Sole Proprietor, Partnership or Limited Liability Company, the sole proprietor, partners or members shall be included in the coverage.

- b. General Liability Insurance: This insurance shall be provided with limits of not less than \$1,000,000 per occurrence and \$2,000,000 General Aggregate and shall be maintained in full force during the life of the Contract. HMFA to be named as an Additional Insured.

## **7.0 NEW JERSEY BUSINESS REGISTRATION**

In accordance with P.L.2004, c. 57 & P.L. 2009, c. 315 (N.J.S.A. 52:32-44 et seq.) an Applicant and any named Subcontractors are required to have a valid NJ Business Registration Certificate (NJBRC), issued by the New Jersey Division of Revenue in the Department of the Treasury, prior to entering into a Contract. The Applicant shall provide a copy of its NJBRC, and those of any named Subcontractors, to the Contracting State agency prior to entering into a Contract; no Contract shall be entered into by any Contracting State agency unless the Applicant first provides this proof of valid business registration. Any Applicant, inclusive of any named Subcontractor(s), who does not possess a valid Business Registration Certificate, prior to the award of a Contract, will be deemed ineligible for a Contract award. A sample certificate is enclosed with this application. Non-profit Applicants are exempt.

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS  
EXHIBIT A**

During the performance of this Contract, the Contractor agrees as follows:

The Contractor or Subcontractor, where applicable, will not discriminate against any employee or Applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure employment opportunity is afforded to such Applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and Applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or Subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified Applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor or Subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency Contracting officer advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and Applicants for employment.

The Contractor or Subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or Subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

## **EXHIBIT A (Cont.)**

The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or Subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services Contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/Contract\\_compliance](http://www.state.nj.us/treasury/Contract_compliance))

The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICES AND SERVICE CONTRACTS**

This form is a summary of the successful vendor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful vendor shall submit to the public agency, after notification of award but prior to execution of this Contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the Contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/Contract\\_compliance](http://www.state.nj.us/treasury/Contract_compliance) to be completed by the Contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her proposal shall be rejected as non-responsive if said Contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**  
**NEW JERSEY FORECLOSURE MEDIATION ASSISTANCE PROGRAM**  
**COMPANY CERTIFICATION AND QUESTIONNAIRE**  
**EXHIBIT B**

**Corporation, Partnership, Limited Liability Company, Other: \_\_\_\_\_**  
**(Circle or Select One)**

**State of Formation: \_\_\_\_\_**

This information is necessary to obtain the approval of the HMFA, and it will be expressly relied upon. Complete each item, using *NONE* or *NOT APPLICABLE* where necessary. If more space is needed to answer any specific item, use a separate sheet.

A. Applicant (use official names without abbreviations):

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
County

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Employer's I.D. No.

\_\_\_\_\_  
Organizational ID No. (from State of Formation)

B. Is the Applicant a subsidiary or direct or indirect affiliate of any other organization? If so, indicate name of related organization and relationship.

**NEW JERSEY FORECLOSURE MEDIATION ASSISTANCE PROGRAM  
COMPANY CERTIFICATION AND QUESTIONNAIRE  
EXHIBIT B (Cont.)**

C. Management: List all owners, officers, directors, partners of Applicant, and any stockholders that have a 10% interest or more in Applicant. **For Non-Profits: List all officers of the Board, the Executive Director and the person responsible for oversight of day to day operations of the Applicant.** If the Applicant is a publicly held corporation, please provide the latest proxy statement indicating stock ownership. Complete all columns for each such person showing the percentage of ownership interest. (Use additional sheet if necessary).

NAME	HOME ADDRESS	BIRTH PLACE & DATE OF BIRTH	OFFICE HELD	PERCENTAGE OWNERSHIP

D. For all individuals named in Item C above list all other companies, partnerships or associations in which such persons have **more than 10% interest** or in which such person is an officer, director or partner. Complete all columns for each person showing the percentage of ownership interest. (If none, so state. Use additional sheets if necessary).

NAME	COMPANY	PARTNERSHIP	ASSOCIATION HELD	PERCENTAGE INTEREST

**NEW JERSEY FORECLOSURE MEDIATION ASSISTANCE PROGRAM**  
**COMPANY CERTIFICATION AND QUESTIONNAIRE**  
**EXHIBIT B (Cont.)**

- E. Has the Applicant or any person listed in Items C and D above, entered into any agreement, participated in a collusion, or otherwise taken any action in restraint of free and competitive bidding or negotiation in connection with the services to be provided?
- \_\_\_\_\_yes    \_\_\_\_\_no            If yes, furnish details on separate attachment
- F. Have any of the above parties, within the last five years, been a party defendant in litigation or administrative proceedings involving laws governing hours of labor, minimum wage standards, discrimination in wages, child labor, worker's compensation, payroll or withholding taxes, employment discrimination or occupational safety and health?
- \_\_\_\_\_yes    \_\_\_\_\_no            If yes, furnish details on separate attachment
- G. Is Applicant or management of Applicant or any of the persons listed in Items C or D now a plaintiff or defendant in any civil or criminal litigation?
- \_\_\_\_\_yes    \_\_\_\_\_no            If yes, furnish details on separate attachment
- H. Have any of the persons listed in Items C or D been subject to any disciplinary action, past or pending, by any administrative, governmental or regulatory body?
- \_\_\_\_\_yes    \_\_\_\_\_no            If yes, furnish details on separate attachment
- I. Have any of the persons listed in Items C or D been or are they now subject to any order resulting from any criminal, civil or administrative proceedings brought against them by any administrative, governmental, or regulatory agency?
- \_\_\_\_\_yes    \_\_\_\_\_no            If yes, furnish details on a separate attachment
- J. Have any of the persons listed in Items C or D been denied any license by any administrative, governmental, or regulatory agency on the grounds of moral turpitude?
- \_\_\_\_\_yes    \_\_\_\_\_no            If yes, furnish details on a separate attachment
- K. Has the Applicant or management of Applicant or any of the persons listed in Items C or D been informed of any current or on-going investigation of the Applicant or management of the Applicant for possible violation of State or Federal laws, or has the Applicant or management of the Applicant been indicted or subpoenaed by any grand jury or investigative body or had any records subpoenaed by any grand jury investigative body?
- \_\_\_\_\_yes    \_\_\_\_\_no            If yes, furnish details on a separate attachment

**NEW JERSEY FORECLOSURE MEDIATION ASSISTANCE PROGRAM  
COMPANY CERTIFICATION AND QUESTIONNAIRE  
EXHIBIT B (Cont.)**

- L. Has the Applicant or any person listed in Items C or D above or any concern with which any person(s) listed in Items C or D has been connected, ever been in receivership or adjudicated a bankrupt?  
\_\_\_\_\_yes \_\_\_\_\_no      If yes, furnish details on a separate attachment
- M. Has the Applicant or any person listed in Items C or D above been denied a business related license or had it suspended or revoked by an administrative governmental or regulatory agency?  
\_\_\_\_\_yes \_\_\_\_\_no      If yes, furnish details on a separate attachment
- N. Has the Applicant or any person listed in Items C or D above been debarred, suspended or disqualified from Contracting with any federal, state or municipal agency?  
\_\_\_\_\_yes \_\_\_\_\_no      If yes, furnish details on a separate attachment
- O. Has the Applicant, if a corporation, had its charter revoked or suspended in the State of New Jersey?  
\_\_\_\_\_yes \_\_\_\_\_no      If yes, furnish details on a separate attachment
- P. Are any of the persons listed in Items D and E above, or any of the Applicant's supervisory employees or any members of their respective families, employed with the NJ Housing and Mortgage Finance Agency?  
\_\_\_\_\_yes \_\_\_\_\_no      If yes, furnish details on a separate attachment
- Q. Does any employee or member of the NJ Housing and Mortgage Finance Agency have any interest, direct or indirect, in the Applicant's business?  
\_\_\_\_\_yes \_\_\_\_\_no      If yes, furnish details on a separate attachment
- R. Are any of the persons listed in Items C or D, or any of the Applicant's supervisory employees or any member of their respective families, employed with the NJ Housing and Mortgage Finance Agency?  
\_\_\_\_\_yes \_\_\_\_\_no      If yes, furnish details on a separate attachment
- S. Does any employee or member of the NJ Housing and Mortgage Finance Agency have any interest, direct or indirect, in the Applicant's business?  
\_\_\_\_\_yes \_\_\_\_\_no      If yes, furnish details on a separate attachment

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

**NEW JERSEY FORECLOSURE MEDIATION ASSISTANCE PROGRAM  
COMPANY CERTIFICATION AND QUESTIONNAIRE**

**EXHIBIT B (Cont.)**

**CERTIFICATION:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto, to the best of my knowledge, are true and complete. I acknowledge that the New Jersey Housing and Mortgage Finance Agency is relying on the information contained herein and thereby acknowledge that the undersigned entity is under a continuing obligation, from the date of this Certification through the completion of any Contracts with the Owner of subject Project, to notify the HMFA in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am and/or the undersigned entity is subject to criminal prosecution under the law and that it will also constitute a material breach of any agreement between the undersigned entity and the Owner of the subject Project and that either the Owner or the New Jersey Housing and Mortgage Finance Agency, at its option, may declare all such Contracts associated with the subject Project void and unenforceable.

The undersigned entity authorizes the New Jersey Housing and Mortgage Finance Agency to verify any answer(s) contained herein, to investigate the background and credit worthiness of the undersigned entity and to enlist the aid of third parties including State police checks which may be completed by the New Jersey Housing and Mortgage Finance Agency in its investigative process. The undersigned entity further authorizes the New Jersey Housing and Mortgage Finance Agency to disclose any of the foregoing information and any information discovered in any investigation pursuant to this certification to any party which has entered or is entering into any Contract with the undersigned entity in connection with the subject Project.

**COMPANY NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**NAME (PRINT):** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared \_\_\_\_\_, who, I am satisfied is the person named in the within instrument and who, being duly sworn upon his/her oath has executed the same as his/her voluntary act and deed.

\_\_\_\_\_  
Notary Public

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**  
**NEW JERSEY FORECLOSURE MEDIATION ASSISTANCE PROGRAM**  
**SOURCE DISCLOSURE CERTIFICATION FORM**  
**EXHIBIT C**

**CONTRACTOR:**

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this certification on behalf of the Contractor.

The Contractor submits this Certification in response to the referenced Contract issued by New Jersey Housing and Mortgage Finance Agency, in accordance with the requirements of Executive Order 129 and Public Law 2005, Chapter 92.

**Instructions:**

**List every location where services will be performed by the Contractor and all Subcontractors.**

If any of the services cannot be performed within the United States, the Contractor shall state, with specificity, the reason why the services cannot be so performed. Attach additional page(s) if necessary.

<b>Contractor and/or Subcontractor</b>	<b>Description of Services</b>	<b>Performance Location(s)</b>	<b>If applicable, reason why services cannot be performed in the United States</b>
--	--------------------------------	--------------------------------	--

Any changes to the information set forth in this Certification during the term of any Contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Contractor to the HMFA.

The Director shall determine whether sufficient justification has been provided by the Contractor to form the basis of his/her certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

I understand that if, after award of a Contract to the Contractor, it is determined that the Contractor has shifted services, unless declared by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the HMFA, the Contractor shall be deemed in breach of Contract, which Contract will be subject to termination for cause.

---

**I certify that, to the best of my knowledge, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

### NEW JERSEY FORECLOSURE MEDIATION ASSISTANCE PROGRAM

#### VENDOR CODE OF ETHICS EXHIBIT D

The New Jersey Housing and Mortgage Finance Agency (“HMFA”) considers the maintenance of public trust and confidence essential to its proper functioning, and accordingly has adopted this Code of Ethics for Vendors. Vendors who do business with HMFA must avoid all situations where proprietary or financial interests, or the opportunity for financial gain, could lead to favored treatment for any organization or individual. Vendors must also avoid circumstances and conduct which may not constitute actual wrongdoing, or a conflict of interest, but might nevertheless appear questionable to the general public, thus compromising the integrity of the HMFA.

This Code is based upon the principles established in Executive Order 189 (Kean, 1988); ethical standards established by the HMFA pursuant to N.J.A.C. 5-80-18.8, and laws governing the Executive Commission on Ethical Standards, N.J.S.A. 52:13D-12 et seq., which, while not strictly applicable to Contractors, provides general guidance in this area. Also, this code has been established pursuant to the authority embodied in N.J.S.A. 55:14K-1 et seq., and for good cause.

This Code of Ethics will be made part of each Request for Proposal (RFP) issued by the HMFA and will be attached to every Contract and agreement to which HMFA and, to the extent feasible, to all those parties anticipating doing business with the HMFA.

No person shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any HMFA member or employee or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13 (i), of any such member or employee, or to any partnership, firm, or corporation with which such member, employee or member of their immediate family is employed or associated, or in which such member or employee has an interest within the meaning of N.J.S.A. 52:13D-13 (g).

Note: This section would permit an HMFA officer or employee to accept food or refreshment of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example, coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional material of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

No person may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, Contract or other agreement, express or implied, or sell any interest in such person to, any HMFA member employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the HMFA. No person may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment Contract or other agreement, express or implied, or sell any interest in such person to any individual, firm or entity with which such member or employee is employed or associated or has an interest within the meaning of N.J.S.A. 52:13D-13 (g). Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the member or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

No person shall influence, or attempt to influence or cause to be influenced, any HMFA member or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said member or employee.

No person shall cause or influence, or attempt to cause or influence, any HMFA member or employee to use, or attempt to use, his/her official position to secure unwarranted privileges or advantages for the person or any other individual or entity.

All persons shall report to the Attorney General of New Jersey and the Executive Commission on Ethical Standards the solicitation of such persons of any fee, commission, compensation, gift, gratuity or other thing of value by an HMFA member or employee. Any questions as to what is or is not acceptable or what constitutes proper conduct for an HMFA officer or employee should be referred to the HMFA Ethics Liaison Officer or his/her designee.

This code is intended to augment, not to replace, existing administrative orders and the current HMFA Code of Ethics.

*HMFA* is defined as the New Jersey Housing and Mortgage Finance Agency.

*Immediate Family* is defined as a person's spouse, child, parent, or sibling residing in the same household. N.J.S.A. 52:13D-13 (i).

*Vendor* is defined as any general Contractor, Subcontractor, consultant, person, firm, corporation or organization engaged in or seeking to do business with the HMFA.

This is to acknowledge that I received and read the New Jersey Housing and Mortgage Finance Agency's Vendor Code of Ethics, and I understand the terms of the Vendor Code of Ethics.

\_\_\_\_\_  
Name of Firm (Please print or type)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer's Name (Please print or type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

**NEW JERSEY FORECLOSURE MEDIATION ASSISTANCE PROGRAM**

**FEE SCHEDULE & AFFIRMATION  
EXHIBIT E**

The FMAP allows for three (3) levels of counseling (See below requirements). Level A must have occurred in order to perform Level B and/or Level C counseling; however, Level B does not have to occur in order to perform and bill for Level C. Total billing cannot exceed \$600. New Jersey Housing and Mortgage Finance Agency reserves the right to request additional documentation to justify payments, if deemed necessary.

**Level A = (Compensation: \$150 per completed service and documentation)**

Applicant Intake: Collect intake information such as client's name, address, demographic information, lender/loan information and reason for delinquency. Intake must be on file for audit and/or payment purposes.

Initial Mediation Review: Determine whether Client meets the seven (7) initial requirements, set forth by the NJ Superior Court, to request mediation. Copy of checklist along with supporting documentation must be kept on file for audit and/or payment purposes.

Action Plan: Develop a written action plan of follow-up activities for the client, based on information gathered in the Intake and Budget Development phases on Level A. Action Plan must be kept on file for audit and/or payment purposes.

**Level B = (Compensation: \$300 per completed service and documentation)**

Measurable Action: Implementation of the Action plan that results in preparation for mediation (including workout and mediation form preparation) or a modification negotiation. Required documentation for payment includes: e-mail, mail or fax between counselor and lender, copy of mediation request and proof of outcomes, including but not limited to a successful mediation or unsuccessful result after Action Plan implementation.

**Level C = (Compensation: \$150 per completed service and documentation)**

Post Mediation Consultation/Transition Assistance: Identify and strategize alternative courses of action including transition assistance, short sale or cash for keys. Required documentation for payment includes communication with regard to transition and/or notes describing actions taken.

**ACCEPT**

**DECLINE**

**FEE SCHEDULE & AFFIRMATION**  
**EXHIBIT E (Cont.)**

**Although, an Applicant may request one or more regions, the counties that comprise a region may not be altered or amended in any way. Applicants must be able to provide services in all counties included in the defined regions.**

Please provide a check in the box next to the region(s) in which you are requesting:

Region Number	Regions	Service to the Region
1.	Bergen, Hudson, Passaic and Sussex	
2.	Essex, Morris, Union and Warren	
3.	Hunterdon Middlesex and Somerset	
4.	Mercer, Monmouth and Ocean	
5.	Burlington, Camden and Gloucester	
6.	Atlantic, Cape May, Cumberland and Salem	

Signature of the Applicant attests that the Applicant has read, understands, and agrees to all terms, conditions, and specifications set forth in the Request for Qualifications (RFQ) including all addenda. Furthermore, signature by the Applicant signifies that the RFQ and the responsive submission constitutes a Contract immediately upon notice of acceptance of the submission by the New Jersey Housing and Mortgage Finance Agency for any and all of the services requested and for the length of time indicated in the Request for Qualifications. Failure to accept the Contract within the time period indicated or failure to hold prices or to meet any other terms and conditions as defined in the Request for Qualifications during the term of the Contract, shall constitute a breach and may result in suspension or debarment from further HMFA bidding.

\_\_\_\_\_  
 Name of Firm (Please print or type)

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Phone Number

\_\_\_\_\_  
 Fax Number

\_\_\_\_\_  
 Name (Please print or type)

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 E-mail

\_\_\_\_\_  
 Date

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

**REQUEST FOR QUALIFICATIONS  
FOR  
COUNSELING SERVICES FOR**

**NEW JERSEY FORECLOSURE MEDIATION PROGRAM**

**RECORD CERTIFICATION FORM  
EXHIBIT H**

**COMPANY:**

I hereby certify and say:

Information and reports shall be provided as and when required by the New Jersey Housing and Mortgage Finance Agency.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## ADDENDUM TO FMAP APPLICATION CONTRACT

As a response to the Coronavirus outbreak, the New Jersey Housing and Mortgage Finance Agency (“HMFA”) is hereby amending existing contracts by adding temporary additional services to the Foreclosure Mediation Assistance Program (FMAP). The Performance Period for the services defined in this this Amendment begins with the Governor’s Announcement launching this expansion on March 19, 2020 and will go on until further notice at the discretion of HMFA.

FMAP is a housing counseling mediation assistance program designed to provide housing counselors for homeowners in foreclosure who opt into the New Jersey Judiciary Foreclosure Mediation Program in order to negotiate a sustainable modification or solution with their Lender.

FMAP is now expanded to include counseling services to New Jersey homeowners at risk of foreclosure and renters who may be danger of eviction. The counseling can be provided regardless of household income and can be done remotely.

**Homeowner Qualifications for Foreclosure Mitigation Counseling:** The homeowner must be owner-occupant(s) of a single-family (one-to-four unit) property with a mortgage in default or in danger of default. The homeowner need not already be in foreclosure to qualify for the Program. Tenants, heirs, owners who do not have a mortgage on the subject property, and owners (including investors) who do not live in the subject property will not be eligible to receive counseling through the Program.

**Homeowner Qualifications for Foreclosure Mediation Assistance Program (FMAP):** The property involved in the foreclosure must be the subject of a filed and active residential mortgage foreclosure action. Mediation must be requested within sixty (60) days after service of the summons and compliant unless a court order is entered directing the parties to mediation. The homeowner must be living in the property that is in foreclosure and all borrowers listed on the note must agree to participate in mediation. The homeowner will not qualify if they are in bankruptcy.

**Tenant Qualifications for Rental Housing Counseling:** Renters, particularly those who are contract workers or employed in sectors such as restaurants, bars and other industries hard hit by the COVID-19 crisis are facing severe income reductions or losses. All renters with affordability and/or eviction issues may receive housing counseling.

**Role of the Housing Counselor in Foreclosure Prevention and FMAP Counseling:** The HUD certified housing counselor must have the ability to deliver foreclosure prevention activities including but not limited to: Analysis of the client’s financial situation; evaluation of the current value of the home that is subject to the mortgage; review of options such as lender in-house modifications that may include restructuring or refinancing strategies; and the approval of an action plan by all interested parties. In the case of foreclosure prevention whether or not the homeowner is in foreclosure, the goal is to assist the homeowners in retaining their homes with an affordable mortgage, some instances may require the sale or surrender of the home and a strategy that involves transitioning from homeownership into a rental situation. If the homeowner is in foreclosure and qualifies for Mediation, the counselor will work with the homeowner to prepare for mediation by assisting them with the task of completing the financial forms and documentation required for lender modification consideration. They may assist the homeowner during the scheduled Mediation session but are not required to do so.

**The Role of the Counselor in Rental Counseling:** The housing counselor should be familiar with rental counseling and be able to guide tenants through budget and credit repair, assist with fair housing issues, eviction diversion and transition, if necessary.

**Updated Scope of Service and Fee Schedule:**

The scope of services and fee schedule for FMAP has been amended as follows:

Level of Counseling	Type(s) of Counseling Applied	Scope of Service	Other Levels Required	Fees
Level A	Foreclosure Mitigation Foreclosure Mitigation/Mediation Rental/Landlord Tenant	Intake Collected signed Authorizations Provide Disclosures Share Privacy Policy Develop Budget Create Action Plan	N/A	\$150.00
Level B	Foreclosure Mitigation	Level A Budget Verification Verification of Action Taken Outcome documentation	Level A	\$300.00
Level B1*	Foreclosure Mitigation with Mediation Assistance (FMAP)	Level A and B Prepare the client that is in foreclosure for mediation including but not limited to assistance with mediation request package, communication with Lender and documentation of negotiation outcome	Level A and B	\$100.00
Level C	Transition Assistance	Level A Provide transition assistance to <u>Homeowners</u> Post Mitigation Assistance Post Mediation Assistance	Level A, B and B1 (if applicable)	\$150.00
Level D	Rental Counseling	Level A Guide <u>tenants</u> affected by hardship through financial literacy (budget, credit repair), Fair Housing Rights, Eviction Diversion and Relocation Assistance.	Level A	\$300.00

\*FMAP now requires Level A, B and B1.

Reimbursement for multiple levels of counseling cannot exceed \$700 per client.

**Accepted by:**

\_\_\_\_\_

Agency Name

\_\_\_\_\_

Signature and Title

\_\_\_\_\_

Date

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: <b>TAX REGISTRATION TEST ACCOUNT</b>	TRADE NAME: <b>CLIENT REGISTRATION</b>	
TAXPAYER IDENTIFICATION#: <b>970-097-382/500</b>	SEQUENCE NUMBER: <b>0107330</b>	
ADDRESS: <b>847 ROEBLING AVE TRENTON NJ 08611</b>	ISSUANCE DATE: <b>07/14/04</b>	
EFFECTIVE DATE: <b>01/01/01</b>	<i>John S. Tully</i> Acting Director	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
<b>Taxpayer Name:</b>	TAX REG TEST ACCOUNT
<b>Trade Name:</b>	
<b>Address:</b>	847 ROEBLING AVE TRENTON, NJ 08611
<b>Certificate Number:</b>	1093907
<b>Date of Issuance:</b>	October 14, 2004
<b>For Office Use Only:</b>	
	20041014112823533

**SAMPLE**  
PROVIDED FOR INFORMATIONAL PURPOSES ONLY