

MEMORANDUM OF UNDERSTANDING

Community Resource Referral Relationship

Between SERV Inc. and a HUD-Approved Housing Counseling Agency

SERV Inc.	Participating Agency
servincorporated.com	Agency Name: _____
icd@servincorporated.com	HUD Approval No.: _____
	Primary Contact: _____
	Email: _____

1. Purpose

This Letter of Understanding (Agreement) establishes a community resource referral relationship between SERV Inc. and the Participating Agency identified above. The purpose of this Agreement is to document the nature of the relationship between the parties, define the scope of referrals, confirm the absence of financial consideration, and support the Participating Agency's compliance with the community resource requirements of 24 CFR Part 214.

This Agreement is not a contract for services, a subgrant agreement, or a formal partnership. It is a written record of an established working relationship maintained for compliance and coordination purposes.

2. Nature of the Relationship

The parties agree and acknowledge the following:

1. SERV Inc. is a private consumer membership organization. SERV is not a HUD-approved housing counseling agency, not a law firm, and not a legal services provider. SERV does not provide housing counseling services as defined under 24 CFR Part 214.
2. The Participating Agency is a HUD-approved housing counseling agency operating under the requirements of 24 CFR Part 214. Nothing in this Agreement modifies or supersedes the Participating Agency's obligations under that framework.
3. The relationship established by this Agreement is that of a community resource referral relationship. The Participating Agency may refer clients to SERV Inc. when those clients present needs that fall outside the scope of services the Participating Agency offers or has sufficient resources to provide, consistent with 24 CFR 214.303(e).
4. SERV Inc. is not a subcontractor, affiliate, or agent of the Participating Agency. The Participating Agency is not responsible for the services SERV Inc. provides to referred clients or for the terms of any membership agreement between SERV Inc. and those clients.

3. Scope of SERV Inc. Services

SERV Inc. provides the following services to enrolled members, which are the basis for referrals under this Agreement:

5. Independent review of mortgage servicing records, payment histories, and account statements for errors, misapplied payments, and unauthorized fee assessments.
6. Documentation of potential regulatory violations under RESPA, TILA, FDCPA, and FCRA for use by members in communications with servicers, attorneys, or regulatory bodies.
7. Preparation and submission support for Qualified Written Requests and formal dispute correspondence to mortgage servicers.
8. Member education and ongoing advocacy support for homeowners navigating foreclosure timelines, loss mitigation impasses, or contested loan modification denials.

SERV Inc. does not originate, service, underwrite, or modify mortgage loans. SERV Inc. does not negotiate settlements on behalf of members or provide legal representation in any capacity.

4. No Financial Consideration

The parties expressly agree that:

9. No financial consideration of any kind passes between SERV Inc. and the Participating Agency in connection with client referrals made under this Agreement.
10. SERV Inc. does not pay referral fees, commissions, or any other compensation to the Participating Agency or its employees, officers, or contractors for referring clients.
11. The Participating Agency does not pay fees or compensation to SERV Inc. for being listed as a community resource or for receiving referred clients.
12. SERV Inc.'s fees are paid directly by enrolled members and are not contingent on any mortgage outcome, referral source, or agency relationship.

5. Conflict of Interest Compliance

SERV Inc. represents and warrants that:

13. SERV Inc. has no financial interest in any referred client's mortgage, property, or loan transaction.
14. SERV Inc. does not serve as a collection agent, servicer representative, or affiliate of any lender, mortgage servicer, or real estate entity.
15. SERV Inc. does not receive compensation from lenders, servicers, brokers, builders, or real estate professionals in connection with its services to members.
16. The referral relationship established by this Agreement does not create a real or apparent conflict of interest for the Participating Agency under 24 CFR 214.303(f).

The Participating Agency may disclose this referral relationship to clients as a non-industry community resource referral consistent with 24 CFR 214.303(g). No additional conflict of interest disclosure is required solely by virtue of a referral to a non-industry community resource organization.

6. Client Rights and Voluntary Participation

Referrals made under this Agreement are voluntary. No client of the Participating Agency is obligated to contact, enroll with, or use the services of SERV Inc. as a condition of receiving housing counseling services from the Participating Agency.

SERV Inc. will not represent to any referred client that the referral constitutes an endorsement, recommendation, or guarantee of services by the Participating Agency or by HUD.

7. Term and Termination

This Agreement becomes effective on the date both parties have signed below and remains in effect for one year from that date. It renews automatically for successive one-year terms unless either party provides written notice of termination at least 30 days before the end of any term.

Either party may terminate this Agreement at any time without cause by providing 30 days written notice to the other party. Termination does not affect any obligations already existing between SERV Inc. and clients referred prior to the termination date.

8. Modifications

Any modification to this Agreement must be made in writing and signed by authorized representatives of both parties. Verbal modifications are not binding.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the community resource referral relationship described herein. It supersedes any prior oral or written communications between the parties on the same subject.

10. Signatures

By signing below, the authorized representatives of both parties acknowledge that they have read, understood, and agreed to the terms of this Letter of Understanding.

Authorized Representative, SERV Inc.

Authorized Representative, Participating Agency

Printed Name and Title

Printed Name and Title

Date

Date

This document is intended for retention in the Participating Agency's community resource compliance file. Questions regarding this Agreement may be directed to icd@servincorporated.com.