

## HOMEOWNER ASSISTANCE FUND

### COLLABORATION AGREEMENT

COLLABORATION AGREEMENT made this \_\_\_\_\_ (“Agreement Date”) between \_\_\_\_\_ (“Servicer”) and the Commonwealth of Virginia acting by and through Virginia Housing Development Authority (“Program Administrator”).

#### BACKGROUND

1. Pursuant to Section 3206 of the American Rescue Plan Act of 2021, Congress established in the Department of the Treasury and funded a Homeowner Assistance Fund (“HAF”) to mitigate financial hardships associated with the coronavirus pandemic by providing appropriated funds to eligible entities for, among other purposes preventing homeowner mortgage delinquencies, defaults, and foreclosures through “qualified expenses” related to mortgages and housing, which include financial assistance to allow a homeowner to reinstate a mortgage or to pay other housing-related costs related to a period of forbearance, delinquency, or default.
2. Program Administrator is a participating agency for the distribution of certain of the HAF funds and has adopted a Mortgage Assistance Program to guide such distribution of funds.
3. Servicer services residential mortgage loans of borrowers who are delinquent or in default, forbearance or deferral and who may be eligible for the receipt of HAF funds from the Program Administrator.
4. Program Administrator and Servicer desire to cooperate to facilitate the timely distribution of HAF funds to Servicer for the account of eligible borrowers to enable the borrower to cure outstanding arrearages and cause the reinstatement of the mortgage loan or to pay other housing-related costs related to a period of forbearance, delinquency, or default assistance, in accordance with the principles and processes outlined in this Agreement.

## UNDERSTANDINGS

Program Administrator and Servicer acknowledge and agree that:

1. As between Servicer and Program Administrator, Program Administrator has sole responsibility to determine whether a borrower is eligible for HAF funds and, if so, for how much and for what purpose(s).
2. As between Servicer and Program Administrator, Servicer has sole responsibility to administer and service the mortgage loan as to which a borrower may be eligible for HAF funds, including to determine the amounts of either any outstanding arrearages that the borrower may owe on a mortgage loan in order to reinstate the mortgage loan or to enable the borrower to pay other housing related costs related to a period of forbearance, delinquency, or default.
3. Servicer administers and services any such mortgage loan in accordance with applicable law, a third-party servicing agreement, applicable insurance policies, and potentially other contractual requirements. Nothing in this Agreement is intended to require, or will require, Servicer to violate or breach these requirements.
4. Program Administrator may contact Servicer, or Servicer, with proper authorization from the borrower, may contact Program Administrator, about the potential availability of HAF funds to cure a particular borrower's arrearages or to pay other housing-related costs related to a period of forbearance, delinquency, or default.
5. Subject to the receipt of an executed "Borrower Consent Form" in the form attached to this Agreement as Exhibit A ("Borrower Consent Form") authorizing Servicer to share with Program Administrator information about the status of borrower's mortgage loan, Servicer will share such information with Program Administrator through a mutually agreeable form of common data file, or other mutually-agreed upon format. Program Administrator in turn will evaluate such information, determine if the borrower is eligible for HAF funds and, if so, for how much and for what purposes(s) and share such determinations with the borrower and Servicer.
6. If the amount of approved HAF funds is insufficient to cure any arrearage or pay other outstanding amounts due under the mortgage loan, Program Administrator may consult with the borrower to discuss borrower's willingness and ability, either directly or through other third parties, to supplement the available HAF funds to cure such arrearage or pay other outstanding amounts due under the mortgage loan and Program Administrator will notify Servicer accordingly.

7. If the amount of approved HAF funds is sufficient to cure any arrearage or pay other outstanding amounts due under the mortgage loan, either alone or in combination with any other funds payable by or on behalf of borrower, Program Administrator and Servicer will cooperate to facilitate the timely distribution of HAF funds by Program Administrator to Servicer for the account of the borrower and the timely application by Servicer of such funds (and any other funds paid by or on behalf of borrower) to the account of the borrower, in accordance with applicable law and servicer's standard policies and procedures for handling mortgage payments.
8. Both Servicer and Administrator agree that time is of the essence in Program Administrator's determination of a borrower's eligibility for HAF and the subsequent distribution and application of HAF funds. Timely application by Servicer of sufficient HAF funds and other supplementary funds for the account of the borrower is governed by applicable law.
9. Subject to the receipt of an executed "Authorization Agreement for Automatic Deposits" in the form attached to the Agreement as Exhibit B, authorizing Program Administrator to initiate credits to the financial institution indicated, the Program Administrator will remit approved HAF funds to the Servicer within a timely manner. The servicer will immediately return funds to the Program Administrator upon request for any credit entries that are determined to be in error.
10. All communication that includes borrower's "Nonpublic Personal Information" between Program Administrator and Servicer will be through encrypted email, secure loan port or other similar secure electronic delivery system. In accordance with HUD, privacy, telemarketing, and information security laws, regulations, and guidelines, Program Administrator and Servicer will maintain or implement appropriate measures designed to (a) ensure the security and confidentiality of any Nonpublic Personal Information it receives from the other party, including, without limitation, appointing a manager or group to coordinate compliance with the confidentiality obligations herein, (b) protect against any anticipated threats or hazards to the security or integrity of such information, including, without limitation, implementing necessary screening and background checks for individuals that may access or use the Nonpublic Personal Information as permitted by this Agreement, (c) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to the subject of such information, (d) ensure the proper disposal of all Nonpublic Personal Information received from the other party upon the termination of this Agreement for any reason, unless the information is required to be retained for legal or regulatory record retention

purposes, (e) treat the Nonpublic Personal Information with at least the same degree of care that it uses to protect its own confidential and proprietary information of a similar nature but with no less than a reasonable degree of care, and (f) implement or utilize appropriate technological safeguards that are at least in compliance with the Gramm-Leach Bliley Act as well as any generally recognized industry standards. For the purposes of this Agreement, the term "Nonpublic Personal Information" is any information received from or provided by the other party which pertains to or identifies an individual, such as a name, postal address, e-mail or IP address, facsimile or phone number, mother's maiden name, social security or identification number, transactional, employment, or financial data, medical or health records, personal, gender, political, profile, account, and password information.

11. Execution of this Agreement is voluntary and either party may terminate this Agreement without cause with 30 days written notice. A Servicer may choose to participate in one or more HAF programs.
12. Program Administrator or its third-party partners assisting in the intake function must secure written authorization from each borrower to share information. Servicer must receive a copy of the signed Borrower Consent Form.
13. Allowable uses of Virginia Mortgage Relief Program funds by Servicer are:
  - (i) first mortgage lien loan payment (principal, interest, taxes and insurance (PITI)), escrow shortages, and servicer corporate advances,
  - (ii) subordinate mortgage lien payment (principal and interest),
  - (iii) attached or unattached manufactured / mobile home loan monthly payment (principal and interest),
  - (iv) homeowner's association fees, condominium association fees or common charges, including for a lien extinguishment;
  - (v) homeowner's hazard, flood, and / or mortgage insurance, and
  - (vi) delinquent real estate property taxes.
14. Servicer and Program Administrator may agree for the provision of reports and other information in mutually agreeable form and content relating to the subject of this Agreement.
15. Program Administrator is responsible for continuing eligibility of the borrower for its HAF program and any related fraud detection. Servicer will not be required to repay amounts applied to a borrower's loan if that borrower is later determined to be ineligible.
16. Servicer will conduct any transfer of servicing rights pertaining to mortgage loans covered under this Agreement in accordance with Regulation X

implementing the Real Estate Settlement Procedures Act.

17. Where applicable, Program Administrator will provide at least 30 days' notice to Servicer before it will cease, reduce or otherwise vary borrower payments from that previously disclosed to Servicer in order to allow Servicer time to evaluate the borrower for other loss mitigation options.
18. Should Servicer receive more funds than needed from Program Administrator or the account of any particular borrower, Servicer will remit the surplus funds back to Program Administrator within thirty (30) days of receiving the funds. If the surplus funds are equal to or less than the borrower's one month's payment, Servicer does not need to remit the funds back to the Program Administrator, but instead, will apply those funds to reduce that borrower's outstanding loan principal.
19. Servicer and Program Administrator each will establish a specific point of contact for HAF cases and HAF program matters ("Servicer Point of Contact" and "Program Administrator Point of Contact", respectively), whom they may change from time to time at their discretion.
20. Initially, the Servicer Point of Contact is:  
Name:  
Phone:  
Email:
21. Initially, the Program Administrator Point of Contact is:  
Name: VMRP Servicer Exchange  
Helpdesk  
Phone: (804) 456-4830  
Email: [vmrphelp@iemjira.atlassian.net](mailto:vmrphelp@iemjira.atlassian.net)
22. Servicer is not authorized or empowered to determine and/or communicate to the homeowner eligibility for HAF foreclosure prevention programs. Program Administrator is not authorized or empowered to determine and/or communicate to the homeowner eligibility for foreclosure prevention programs of Servicer. Program Administrator retains sole authority for its program eligibility determination and communication to the homeowner and Servicer. Servicer will communicate with borrowers and Program Administrator regarding loan modification and other Servicer-driven approvals.

23. The Servicer is required to provide an alphabetical abbreviation that represents the servicer's name for use in the common data file (CDF) to transmit loan level details of individual borrowers. (Six characters maximum)

Servicer Abbreviation:

PROGRAM ADMINISTRATOR:

Virginia Housing Development Authority

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

Program Administrator Official

Title

SERVICER:

Servicer Name

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

Servicer Official

Title

EXHIBIT A  
Homeowner Consent Form  
**Third Party Authorization**

“I” and “My” means and refers to the undersigned Authorized Owner identified below.

“Servicer” means the first and second mortgage lender/servicer, local tax authority, condominium/homeowner association, insurance, or utility company/servicer identified below.

“Third Party” means individually and collectively the third parties (including their employees, contractors, subcontractors, agents, successor, and assigns) identified below.

I authorize the Servicer and any Third Party to obtain, share, release, discuss, and otherwise provide to and with each other and with my public and non-public personal information contained in or related to my mortgage loans, insurance policies and associated premiums, tax and homeowner payment obligations. This information may include (but is not limited to) the name, address, telephone number, social security number, credit score, credit report, income, government monitoring information, loss mitigation application status, account balances, program eligibility, and payment activity of the owner and non-owner borrower. I also understand and consent to the disclosure of my personal information and the terms of any applications, agreements, or other communications under Homeowner Assistance Fund Programs by the Servicer or the State Housing Finance Agency to the U.S. Department of the Treasury or their agents in connection with their responsibilities under the American Rescue Plan Act of 2021.

I certify that I am an authorized owner of the property and occupy the dwelling as my primary residence. If applicable, I acknowledge that I am responsible for notifying the other co-owners of the property regarding my participation in the Virginia Mortgage Relief Program (VMRP), and that the Virginia Mortgage Relief Program (VMRP) and its agents are not responsible or liable if I fail to comply in notifying the other co-owners of my participation in the program.

The Provider and any Third Party is authorized to take such steps as it may deem reasonable to verify the identity of a Third Party, and has no responsibility or liability to verify the identity of such Third Party. The Provider also has no responsibility or liability for what a Third Party does with such information.

Before signing this Third-Party Authorization, beware of foreclosure rescue scams.

- A HUD-approved housing counselor, HFA representative or other authorized third party may work directly with the owner’s lender/mortgage, and/or other housing related provider.
- The owner can visit <https://www.hud.gov/findacounselor> to identify a HUD-approved housing counseling agency.
- Beware of anyone who asks for a fee in exchange for a counseling service or modification of a delinquent loan or housing-related debt.

The authorized owner must sign this Third-Party Authorization. This Third-Party Authorization is not revocable except as otherwise required by applicable law.

**Other Designated Representative authorized to act on behalf of Owner:**

**Name and Telephone Number:** \_\_\_\_\_

**Relationship:** \_\_\_\_\_

**I UNDERSTAND AND AGREE WITH THE TERMS OF THIS THIRD-PARTY AUTHORIZATION:  
Authorized Owner**

**Printed name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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



REV. MAR 2022



**EXHIBIT B**

**AGREEMENT FOR AUTOMATED CLEARING HOUSE PAYMENTS (DIRECT DEPOSIT)**

Virginia Housing Development Authority Homeowner Assistance Funds

| PAYEE INFORMATION                                                                                                                                                                                                                                                                                                       |  |                                                       |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------|--|
| Name                                                                                                                                                                                                                                                                                                                    |  |                                                       |  |
| Address                                                                                                                                                                                                                                                                                                                 |  |                                                       |  |
| Telephone Number                                                                                                                                                                                                                                                                                                        |  | FEIN/SSN                                              |  |
| E-mail Address                                                                                                                                                                                                                                                                                                          |  |                                                       |  |
| Signature                                                                                                                                                                                                                                                                                                               |  | Date                                                  |  |
| The Payee named above represents that it accepts the terms and conditions contained in this Agreement and authorizes IEM to initiate credits to the financial institution indicated in this Agreement and to initiate, if necessary, debit entries and adjustments for any credit entries made in error to the account. |  |                                                       |  |
| TYPE OF REQUEST                                                                                                                                                                                                                                                                                                         |  |                                                       |  |
| <input type="checkbox"/> New Enrollment to Initiate Payment through ACH Transfer                                                                                                                                                                                                                                        |  | <input type="checkbox"/> Change Financial Institution |  |
| <input type="checkbox"/> Stop Payment through ACH Transfer                                                                                                                                                                                                                                                              |  | <input type="checkbox"/> Change Account Number        |  |
| <b>**IF CHANGING FINANCIAL INSTITUTION OR ACCOUNT NUMBER, PLEASE PROVIDE FORMER ACCOUNT INFORMATION FOR VERIFICATION**</b>                                                                                                                                                                                              |  |                                                       |  |
| FINANCIAL INSTITUTION INFORMATION                                                                                                                                                                                                                                                                                       |  |                                                       |  |
| Name                                                                                                                                                                                                                                                                                                                    |  |                                                       |  |
| Address                                                                                                                                                                                                                                                                                                                 |  |                                                       |  |
| Telephone Number                                                                                                                                                                                                                                                                                                        |  |                                                       |  |
| Account Number                                                                                                                                                                                                                                                                                                          |  | Routing Number                                        |  |
| <b>**PLEASE INCLUDE A VOIDED CHECK WITH THIS FORM**</b>                                                                                                                                                                                                                                                                 |  |                                                       |  |

This Agreement for Automated Clearing House ("ACH") Payments ("Agreement") sets forth the terms and conditions pursuant to which Innovative Emergency Management, Inc. ("IEM"), a Louisiana corporation with a place of business at 2801 Slater Road, Suite 200, Morrisville, North Carolina, 27560-8477 agrees to make payments through ACH transfer to the Payee named above ("Payee"). IEM will initiate payment through ACH transfer to the Payee as follows:

- The ACH transfer will be made only to the financial institution and account number indicated on this form and IEM will rely on said information. The Payee acknowledges that any change in the information must be communicated to IEM in writing at least seven calendar days prior to the effective date of the change. IEM is not responsible for any loss that may arise by reason of mistake or fraud in connection with this information. The Payee is responsible for any loss that may arise due to IEM's reliance.
- This Agreement will neither enlarge nor diminish the respective rights and obligations of any other agreement.
- IEM has the right to adjust future payments if payments previously made to the Payee are found to be duplicative, in excess of requirements, fraudulent, or in error. In the event IEM is unable to adjust payments as set forth in this Agreement, and there is a duplicate payment, overpayment, fraudulent payment, or payment made in error, upon IEM's request, the Payee will promptly cause the return of funds to IEM at its designated originating financial institution.
- IEM is responsible for the payment up to the point when the Payee's financial institution is in control of the transaction. Thereafter, all losses will be borne by the Payee and IEM will have no liability whatsoever. The electronic payments will be deemed made at such time as the Payee's financial institution has control of the transaction.
- In the event that payment is not received by the Payee, the Payee must notify IEM immediately in writing and IEM will have a reasonable period of time in which to make payment. The Payee agrees not to pursue any rights or remedies for default against IEM under any agreement.
- This Agreement is perpetual and may be terminated by either party by providing the other party with 30 days' advance notice in writing. This Agreement may be terminated immediately if IEM determines or suspects that the information provided in this Agreement is inaccurate, fraudulent, or is being used for illegal purposes.
- IN NO EVENT WILL IEM OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER THIS AGREEMENT TO THE PAYEE OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES OR LOST PROFITS OR REVENUES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE; WHETHER OR NOT THE PAYEE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.
- This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of North Carolina without giving effect to its conflict of law provisions to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of North Carolina.
- This Agreement, together with any other documents incorporated by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter.
- Each party will deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") in writing and addressed to the other party at the addresses set forth on the first page of this Agreement (or to such other address that the receiving party may designate from time to time). Each party will deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only upon receipt by the receiving party and if the party giving the Notice has complied with the requirements of this Section.