

**HOMEOWNER ASSISTANCE FUND
SERVICER AGREEMENT**

HOMEOWNER ASSISTANCE FUND SERVICER AGREEMENT (“Agreement”) is made this _____ (“Agreement Date”) between _____ (“Servicer”) and **BLN Emergency Management, LLC** (“Program Administrator”).

I. BACKGROUND

1. Pursuant to Section 3206 of the American Rescue Plan Act of 2021 (the “Act”), Congress established in the U.S. Department of the Treasury and funded a Homeowner Assistance Fund (“HAF”) to mitigate financial hardships associated with the coronavirus pandemic by providing 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 has been contracted by the Indiana Housing and Community Development Authority (IHCDA) to administer HAF funds in accordance with the Homeowner Assistance Fund Program Manual and the Act.
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 on behalf of IHCDA. Servicer must provide accurate information to the Program Administrator.
4. Program Administrator and Servicer desire to cooperate to facilitate the timely distribution of HAF funds to Servicer on behalf of accounts of eligible borrowers to enable the borrowers to cure outstanding arrearages and cause the reinstatement of mortgage loans 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.

II. GENERAL UNDERSTANDINGS

Program Administrator and Servicer acknowledge and agree that:

1. As between Servicer and Program Administrator, the Program Administrator and IHCDA are responsible for determining whether a borrower is eligible for HAF funds and, if eligible, the amount and for the purpose(s) for which the borrower is eligible to receive.

2. As between Servicer and Program Administrator, the Servicer is responsible for administering and servicing the mortgage loan that is delinquent or in default, in forbearance or deferral, for which the borrower may be eligible to receive HAF funds. The Servicer's responsibilities will include accurately determining the amount of any outstanding arrearages that the borrower may owe for that mortgage loan in order to reinstate the mortgage loan or the amount needed to enable the borrower to pay other housing related costs related to a period of forbearance, delinquency, or default.
3. Servicer must administer and service 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 agreements.
4. Program Administrator may contact Servicer, or Servicer, with proper authorization from the borrower, may contact Program Administrator, regarding 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 "Third Party Authorization" in the form attached to this Agreement as Exhibit A ("Third Party Authorization"), 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, to determine if the borrower is eligible for HAF funds and, if eligible, the amount and for the purpose(s) for which the borrower is eligible to receive and share any such determination with the borrower and the Servicer.
6. If the amount of HAF funds approved 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 HAF funds approved 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 Program Administrator agree that time is of the essence in receiving documentation from the Servicer so that the Program Administrator can make a determination regarding a borrower's eligibility for HAF, the subsequent distribution of HAF funds by the Program Administrator and the application of HAF funds to the borrower's account by the Servicer. Timely application by Servicer of sufficient HAF funds and other supplementary funds for the account of the borrower will be governed by applicable law. Time is also of the essence in the Servicer providing documentation demonstrating that the funds have been applied to a borrower's account, when requested.

9. All communication that includes borrower's "Nonpublic Personal Information" between Program Administrator and Servicer will be made 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.

10. 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.
11. 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 Third Party Authorization.
12. Eligible Activities and allowable uses of HAF funds:
 - A. **Mortgage Reinstatement:** For qualifying homeowners, whose financial hardship has caused, or contributed to, an accumulated mortgage delinquency (including lender forbearance) that they cannot pay, but whose monthly mortgage payment is otherwise affordable based on the homeowner's current monthly household income (excluding unemployment insurance benefits), IHEDA may provide assistance to bring the homeowners' mortgage or related expenses current. The housing obligations listed below are eligible uses of these funds:
 - a. Existing first mortgage lien loan payment (principal and interest), escrow shortages
 - b. Homeowner's association fees, condominium association fees or common charges, including for lien extinguishment.
 - c. Homeowner's hazard, flood and/or mortgage insurance
 - d. Delinquent property taxes
 - e. De minimis lender-assessed fees
 - B. **Mortgage Monthly Payment Assistance:** For qualifying homeowners, whose monthly mortgage payments are unaffordable based on their current household income, IHEDA may provide temporary monthly assistance to cover the homeowner's first mortgage payment and related expenses. IHEDA will make no more than six (6) months of monthly mortgage payments directly to the lender, and payments to the county treasurer or local taxing authority, condominium/homeowners' association, and homeowner's insurance as due while IHEDA is making these monthly payments. The housing obligations listed below are eligible uses of these funds:
 - a. Existing first mortgage lien loan payment (principal and interest), escrow shortages.
 - b. Homeowner's association fees, condominium association fees or common charges, including for lien extinguishment.
 - c. Homeowner's hazard, flood and/or mortgage insurance
 - d. Delinquent property taxes
 - e. De minimis lender-assessed fees

C. **Mortgage Monthly Assistance with Reinstatement:** For qualifying homeowners, whose financial hardship has caused, or contributed to, an accumulated mortgage delinquency (including lender forbearance) that they cannot pay, and whose mortgage payments or related expenses are unaffordable based on their current household income, IHCD may provide assistance to bring the homeowner's mortgage current, followed by temporary monthly assistance to cover the homeowner's first mortgage payments or related expenses. IHCD will make no more than six (6) months of monthly mortgage payments directly to the lender under the monthly assistance program, and payments to the county treasurer or local taxing authority, condominium/homeowners' association, and homeowner's insurance as due while IHCD is making these monthly payments. The housing obligations listed below are eligible uses of these funds:

- a. Existing first mortgage lien loan payment (principal and interest), escrow shortages.
- b. Homeowner's association fees, condominium association fees or common charges, including for lien extinguishment.
- c. Homeowner's hazard, flood and/or mortgage insurance
- d. Delinquent property taxes
- e. De minimis lender-assessed fees

13. 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.
14. Program Administrator is responsible for reviewing the 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. Unless the Servicer was involved in the fraud and/or provided inaccurate information or confirmed documentation that was not accurate.
15. 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.
16. Where applicable, Program Administrator will provide at least thirty (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.

17. Should Servicer receive more funds than required to cover arrearages or meet monthly payment obligations from the 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 in accordance with the policy described in IHCD's HAF Return of Funds Policy, attached as Exhibit B.
18. 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.
19. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent via E-mail to the following addresses, unless otherwise specifically advised.

A. Initially, the Servicer Point of Contact is:

Name:

Phone:

Email:

B. Initially, the Program Administrator Point of Contact is:

Name: Samantha E. DeWester

Phone: 317-435-0696

Email: sdewester@b-l-n.com

20. 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.

III. THIRD-PARTY BENEFICIARY

Nothing in this Agreement shall be construed as creating any rights for any third-party beneficiaries to enforce any provision of this Agreement, except for the United States Department of the Treasury ("Treasury") and the Indiana Housing and Community

Development Authority (“IHCD”). This Agreement has been entered into by the Program Administrator on behalf of IHCD, the recipient of HAF funds for the State of Indiana. Both the Servicer and the Program Administrator have a duty to perform its obligations set forth to ensure that HAF is being administered in compliance with Treasury and in a manner to carry out the purpose of the program in a timely and efficient manner. As a third-party beneficiary, IHCD may directly enforce any provision contained in this Agreement.

IV. FUNDING CANCELLATION

When the Executive Director of IHCD, the Director of the State Budget Agency or the Secretary of Treasury makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, the Agreement shall be canceled. Such determination by the Executive Director of IHCD, the Director of State Budget Agency or the Secretary of Treasury that funds are not appropriated or otherwise available shall be final and conclusive.

V. FALSE STATEMENTS

The Servicer understands that false statements or claims made in connection with this Agreement may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

VI. DEBARMENT AND SUSPENSION

The Servicer certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any Federal department or agency or any agency or political subdivision of the State of Indiana.

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Agreement by accessing the electronic signature tool in Adobe to electronically submit this Agreement. I understand that my signing and submitting this Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Agreement in this fashion I am affirming to the truth of the information contained therein and my authority to bind the Servicer.

IN WITNESS WHEREOF, Participant and the Servicer have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective seals, duly attested, to be hereunto affixed, all as of the day, month and year first above written.

PROGRAM ADMINISTRATOR:

BLN Emergency Management, LLC

By:  _____

Tom Longest

Chief Operating Officer

MORTGAGE SERVICER:

Servicer Name:

By: _____

Servicer Official:

Title:

EXHIBIT A

Third Party Authorization

HOMEOWNER ASSISTANCE FUND

Third-Party Authorization

“I” and “My” means and refers to individually and collectively the undersigned Borrower and Co-Borrower(s).

“Borrower” and “Co-Borrower” means and refers to the individual borrower(s) referenced in the Note and Mortgage, who occupy the primary residence encumbered by the Mortgage.

“Servicer” means the first mortgage lender/servicer identified below.

“Third Party” means individually and collectively third parties associated with the Servicer and persons and entities involved in the administration of the Homeowner Assistance Fund ("HAF") (including their employees, contractors, subcontractors, agents, successors, and assigns) and persons identified below.

I authorize the Servicer and any Third Party to obtain, share, release, discuss, and otherwise provide to and disclose to each other my personal information contained in or related to my mortgage loans, insurance policies, associated premiums, taxes, and other 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 activities of the Borrower and Co-Borrower. I also understand and consent to the disclosure of my personal information and terms related to any applications, agreements, or other communications related to the administration or monitoring of the Homeowner Assistance Fund by the Servicer, the Indiana Housing and Community Development Authority (“IHCD”) and the U.S. Department of the Treasury or its agents in connection with its responsibilities under the American Rescue Plan Act of 2021.

The Servicer and any Third party involved with administering the Homeowner Assistance Fund is authorized to take any such steps as it may deem reasonable to verify the identity of any Third Parties or other designated representative(s) authorized to act on behalf of me that are listed below, but have no responsibility to verify the identity of any such Third Party or Third Parties.

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

- A HUD-approved housing counselor, HAF representative or other authorized third party may work directly with the Borrower and Co-Borrower's lender/mortgage servicer.
- The Borrower and Co-Borrower (s) can visit <https://www.hud.gov/findacounselor> to identify a HUD-approved housing counseling agency.
- However, beware of anyone who asks for a fee in exchange for counseling services or for the modification of a delinquent loan.

All borrowers must sign this Third-Party Authorization. This Third-Party Authorization is not revocable except as otherwise required by applicable law.

First Mortgage Lender/Servicer Name

[Account][Loan] Number

Property Address:

Third Parties:

[Counseling Agency]

[Agency Contact Name and Phone Number]

[IHEDA]

[IHEDA Contact Name and Phone Number]

[Other Third Party]

_ [Third Party Contact Name and Phone Number]

_ [Other Third Party]

_ [Third Party Contact Name and Phone Number]

The following are optional:

Second Mortgage Lender/Servicer Name:

Phone Number: _____

Hazard Insurance Company:

Policy Number: _____

Phone Number: _____

Condominium/ Homeowners Association (if applicable):

Phone Number: _____

City/Town/County Taxing Authorities:

Phone Number: _____

Required Borrower Information and Authorizations:

Name of Borrower:

Employer: _____ Phone Number: _____

Name of Co-Borrower:

Employer: _____ Phone Number: _____

Name of Co-Borrower:

Employer: _____ Phone Number: _____

Name of Co- Borrower:

Employer: _____ Phone Number: _____

Borrower's Attorney: _____ **Phone Number:** _____

Other designated representative(s) authorized to act on behalf of Borrower/Co-Borrower (s):

Name: _____ Phone Number(s) _____

Relationship: _____

Name: _____ Phone Number(s) _____

Relationship: _____

Name: _____ Phone Number(s) _____

Relationship: _____

Other: _____

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

Borrower

Co-Borrower

Printed Name

Printed Name

Signature

Signature

Date

Date



Additional Co-Borrower

Printed Name

Signature

Date

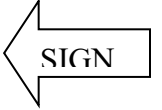


Additional Co-Borrower

Printed Name

Signature

Date



Additional Co-Borrower

Printed Name

Signature

Date



Additional Co-Borrower

Printed Name

Signature

Date



Revised 12/29/2021

EXHIBIT B

IHCDA Homeowner Assistance Fund (HAF) Return of Funds Policy

HHF Program	Allowed Overage Up To	How To Apply
R – Reinstatement	\$1,500.00	First - apply to escrow if short Second - apply to Principal Last – Return to State
U – Monthly	\$250.00	First - apply to escrow if short Second - apply to Principal Last – Return to State