



July 27, 2021

The Honorable Janet Yellen
Secretary, U.S. Department of the Treasury

Transmitted via Email

Dear Secretary Yellen:

On behalf of the National Council of State Housing Agencies¹ and the Housing Policy Council,² thank you for your efforts to date to help the housing market return to normalcy, while ensuring homeowners who continue to need assistance to stay in their homes have access to targeted support. The Homeowner Assistance Fund (HAF), enacted as part of the American Rescue Plan, is one such targeted program.

Mortgage servicers and state agencies that will administer the HAF program share the Treasury's objective to efficiently utilize federal funds to provide assistance to borrowers in need. Many of our members worked with the Obama Administration's Treasury Department in the aftermath of the Great Recession to implement the Hardest Hit Fund (HHF) program, which is the predecessor to the HAF. After a challenging start-up period, the HHF was a resounding success, resulting in significantly lower foreclosures than would have occurred otherwise and generating billions in savings for local governments and housing system participants.³

¹ NCSHA represents the nation's state housing finance agencies. As a nonprofit, nonpartisan organization, none of NCSHA's activities related to federal legislation or regulation are funded by organizations that are prohibited by law from engaging in lobbying or related activities.

² The Housing Policy Council is a trade association comprised of the leading national mortgage lenders and servicers, mortgage and title insurers, and technology and data companies. HPC advocates for the mortgage and housing marketplace interests of its members in legislative, regulatory, and judicial forums.

³ Moulton, Stephanie, Yung Chun, Stephanie Pierce, Holly Holtzen, Roberto G. Quercia, and Sarah Riley, "Does Temporary Mortgage Assistance for Unemployed Homeowners Reduce Longer Term Mortgage Default? An Analysis of the Hardest Hit Fund Program," October 30, 2020.

In implementing the HHF, state housing agencies and mortgage servicers learned that, while some programmatic variation among states is to be expected in light of differing state-specific homeownership needs, a common national program infrastructure is essential. Specifically, the Obama Administration's Treasury Department developed a Common Data File and a Servicer Agreement template that applied to all state HHF programs. Both were central to the HHF's ultimate success. Our organizations each recommended the Biden-Harris Administration do the same for the HAF.

Today, we are pleased to share complete, detailed proposed templates for a Common Data File (attached to the email), Program Administrator-Servicer Cooperation Agreement for the HAF (enclosed), and Third-Party Authorization for the program (enclosed). States are using these templates now as they reach out to servicers and launch pilot programs.

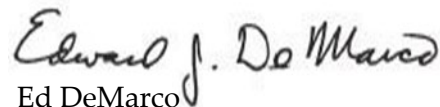
Each of these work products is the result of many hours of analysis, discussion, and compromise among mortgage servicers and state housing agencies. Each should substantially inform and accelerate Treasury's development of program components that are essential for the timely launch and successful execution of the HAF. We ask that you incorporate these model documents and practices into your HAF materials and guidance for program administrators, either as a requirement or as a "best practice," to promote and reinforce the benefits of standardized processes and practices across the country. We look forward to working with Treasury and other administration staff to refine the details, as appropriate. Time is of the essence.

Finally, we urge you to publish as soon as possible the long-awaited HAF program guidance and application templates states need to submit their HAF program plans to Treasury, as the department's rules require. While some states have submitted plans and begun pilot programs, almost all are operating under considerable uncertainty and a growing sense of urgency. We are concerned the delay in getting states the basic information they need to meet Treasury's planning requirements is an increasing risk factor for the HAF's timely launch around the country. With speedy action by the department, that risk can be mitigated.

Regards,



Stockton Williams
Executive Director
National Council of
State Housing Finance Agencies



Ed DeMarco
President
Housing Policy Council

HOMEOWNER ASSISTANCE FUND
COLLABORATION AGREEMENT TEMPLATE

(July 13, 2021)

COLLABORATION AGREEMENT made this _____ (“Agreement Date”) between _____ (“Servicer”) and the State of [name of state] acting by and through [name of Program Administrator] (“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. 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 (d) 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 Borrower Consent Form.
12. *(This Section is reserved to lay out specifics about the allowable uses of HAF program funds under each of the Program Administrator's HAF programs.)*
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 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.
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 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 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 (\$XX), 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.
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. Initially, the Servicer Point of Contact is:

Name:

Phone:

Email:
20. Initially, the Program Administrator Point of Contact is:

Name:

Phone:

Email:
21. 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.

PROGRAM ADMINISTRATOR:

SERVICER:

Program Administrator Name

Servicer Name

By: _____

By: _____

Program Administrator Official

Servicer Official

Title

Title

EXHIBIT A

Borrower Consent Form

HOMEOWNER ASSISTANCE FUND

Third Party Authorization

“I” and “My” means and refers to individually and collectively the undersigned Owner and Co-Owner (if any), and any non-owner borrower identified below.

“Servicer” means the first mortgage lender/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 Servicer or State HFA to the U.S. Department of the Treasury or their agents in connection with their responsibilities under the American Rescue Plan Act of 2021.

The Servicer and any Third Party is authorized to take such steps as it may deem reasonable to verify the identity of a Third Party, but has no responsibility or liability to verify the identity of such Third Party. The Servicer 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 servicer.
- 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.

All owners and non-owner borrowers should sign this Third Party Authorization. This Third Party Authorization is not revocable except as otherwise required by applicable law.

First Mortgage Lender/Servicer Name
Property Address: _____

[Account][Loan] Number

THIRD PARTIES:

[Counseling Agency]

[Agency Contact Name and Phone Number]

[State HFA Entity]

[State HFA 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 Association (if applicable): _____
Phone Number: _____



City/Town/County Taxing Authorities: _____
Phone Number _____

Name of Owner: _____

Employer: _____
Phone Number _____

Name of Owner: _____

Employer: _____
Phone Number _____

Name of Non-Owner Borrower: _____

Employer: _____
Phone Number _____

Name of Non-Owner Borrower: _____

Employer: _____
Phone Number _____

Owner's Attorney: _____
Phone Number: _____

Other Designated Representative(s) authorized to act on behalf of Owner:

Name(s) and Telephone Number(s): _____

Relationship: _____
Relationship: _____
Relationship: _____

Other _____

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

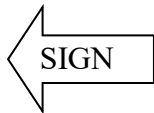
Owner

Co-Owner

Printed Name

Signature

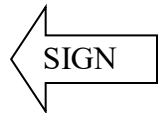
Date



Printed Name

Signature

Date



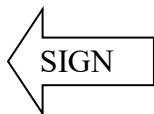
Additional Co-Owner

Additional Co-Owner

Printed Name

Signature

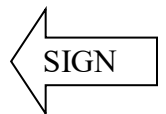
Date



Printed Name

Signature

Date



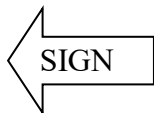
Non-Owner Borrower

Additional Non-Owner Borrower

Printed Name

Signature

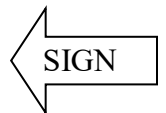
Date



Printed Name

Signature

Date





State Service Date Unique ID Program Type Record Type

Data from servicer to state for quarterly status reporting

Client Designation	Corporate Advances for Reinstatement	Total Escrow Advances for Reinstatement	Escrow Advances for Reinstatement Delinquent Taxes	Escrow Advances for Reinstatement Delinquent Insurance	Escrow Advances for Reinstatement Forced Place Insurance	PDF Record ID	Loan Status	Loan Status Date	MHA Program Flag
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FHA (Federal to State)					
Underwriting Detail					
Gross monthly income	Income Type	Property Value	Current Borrower Credit Score	Owner Occupied Verified (Y/N)	Monthly Gross Expenses

Process Related Fields				GMI (Government Monitoring Information)						
Process Related Fields				GMI (Government Monitoring Information)						
Maximum PB Assistance Available	HEP Withdrawn	Principal Reduction Schedule	Borrower Chose not to furnish	Borrower Race	Borrower Ethnicity	Borrower Sex	Co-Borrower chose not to furnish	Co-Borrower Race	Co-Borrower Ethnicity	Co-Borrower Sex

Verification data for PR						
Verification data for PM						
Modification Program name for calculator input	Unpaid Principal Balance before modification	Capitalized Amount (model input) at time of trial	Remaining Term (if Payment Monthly Remaining)	Monthly Taxes, Insurance, HOA model input at time of trial	Interest Rate before HRF Assistance	Principal and Interest Payment Before Modification

Modification Detail - Provided with the F Record			Program Loan Commitment Fields						
Modification Detail - Provided with the F Record			Program Loan Commitment Fields						
Contributed Amount (model input) at time of perm	Monthly Taxes, Insurance, HOA model input at time of perm	Freddie Mac PMMS 30yr FRM input rate @ NPV Model Run Date at time of perm	Payoff Amount	Payoff Good Through Date	Payoff Pay Down Amount	Payoff Late Fee Amount	Payoff Prepayment Penalty Amount	Loan Indicator	State Contribution

Mandatory All Records	V and Y records	Optional all record types	Service and State Returned Fields	HAF Fields V & Y records Service to State
		Service and State Returned Fields		
		Service and State Returned Fields		
Ending Source	Deferred Balance	WIF Required Principal Forgiveness Amount	SvcR1	SvcR2 SvcR3 SvcR4 SvcR5 StateR1 StateR2 StateR3 StateR4 StateR5 COVID 19 FB - V/N Start Date of COVID 19 FB End Date of COVID 19 FB Post COVID 19 FB Workload COVID 19 Deferred Balance Loan Type2

HOMEOWNER ASSISTANCE FUND
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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.
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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

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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.
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19. Initially, the Servicer Point of Contact is:

Name:

Phone:

Email:
20. Initially, the Program Administrator Point of Contact is:

Name:

Phone:

Email:
21. 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.

PROGRAM ADMINISTRATOR:

SERVICER:

Program Administrator Name

Servicer Name

By: _____

By: _____

Program Administrator Official

Servicer Official

Title

Title

EXHIBIT A

Borrower Consent Form

HOMEOWNER ASSISTANCE FUND

Third Party Authorization

“I” and “My” means and refers to individually and collectively the undersigned Owner and Co-Owner (if any), and any non-owner borrower identified below.

“Servicer” means the first mortgage lender/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 Servicer or State HFA to the U.S. Department of the Treasury or their agents in connection with their responsibilities under the American Rescue Plan Act of 2021.

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- 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.

All owners and non-owner borrowers should sign this Third Party Authorization. This Third Party Authorization is not revocable except as otherwise required by applicable law.

First Mortgage Lender/Servicer Name
Property Address: _____

[Account][Loan] Number

THIRD PARTIES:

[Counseling Agency]

[Agency Contact Name and Phone Number]

[State HFA Entity]

[State HFA 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 Association (if applicable): _____
Phone Number: _____



City/Town/County Taxing Authorities: _____
Phone Number

Name of Owner: _____

Employer: _____
Phone Number

Name of Owner: _____

Employer: _____
Phone Number

Name of Non-Owner Borrower: _____

Employer: _____
Phone Number

Name of Non-Owner Borrower: _____

Employer: _____
Phone Number

Owner's Attorney: _____
Phone Number:

Other Designated Representative(s) authorized to act on behalf of Owner:

Name(s) and Telephone Number(s): _____

Relationship: _____
Relationship: _____
Relationship: _____

Other

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

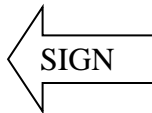
Owner

Co-Owner

Printed Name

Signature

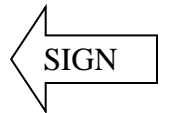
Date



Printed Name

Signature

Date



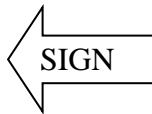
Additional Co-Owner

Additional Co-Owner

Printed Name

Signature

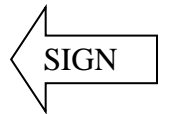
Date



Printed Name

Signature

Date



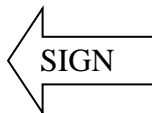
Non-Owner Borrower

Additional Non-Owner Borrower

Printed Name

Signature

Date



Printed Name

Signature

Date

