

Wyoming Homeowner
Assistance Fund Program
VISIT [DFS.WYO.GOV/HAF](https://dfs.wyo.gov/haf)



Wyoming Homeowner Assistance Fund Program

Servicer Participation Package

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Program Summary

The Wyoming Homeowner Assistance Fund (HAF) Program is dedicated to helping Wyoming homeowners who have been financially impacted by COVID-19 and meet income eligibility criteria to stay in their homes safely. The Wyoming Department of Family Services (DFS) is the primary administrative agency for this program. When the program opens, HAF assistance will be available for eligible Wyoming homeowners who have one (1) or more of the following:

- 1) Delinquent first mortgage payment(s) on their primary residence;
- 2) Past due utilities, property taxes, homeowners insurance, and homeowners association dues; and/or
- 3) Forward mortgage payments (up to 3 consecutive months).

This **one-time grant** will allow up to \$17,000.00 per household towards mortgage payment, utilities, property tax, homeowner insurance and homeowners association dues arrearages, and up to 3 consecutive months of forward mortgage payments with arrearages being a priority.

Please note: The WY HAF Program will only send verification emails for delinquency amount verification.

If you have borrowers who could benefit from this assistance, please refer them to the HAF Program website.

<https://dfs.wyo.gov/assistance-programs/home-utilities-energy-assistance/homeowner-assistance/>

Once a borrower applies and is determined eligible, the following will occur:

- 1) Notification will be sent via email to the servicer to verify mortgage information;
- 2) Payment will be made to the servicer after completion of WOLFS enrollment; and
- 3) Servicer will return payment confirmation details and status of the loan.

The next few pages will detail the documents and information exchanged between the HAF program and Servicer.

Workflow Map

The Workflow Map is the process by which the HAF program will communicate with the Servicer. The workflow shows the process that begins when the homeowner submits an application to the point the Servicer is paid. This map also includes what information will be shared back and forth between the HAF Program and the Servicer.

Data Exchange

A data exchange email for each servicer is required to be sent to Liberty Smith at liberty.smith@wyo.gov. Data will be exchanged between the HAF Program and the Servicer through a secure email. The following process will occur:

- Case data will be sent to Servicer through an email;
- Servicer sends verified loan account data through email; and
- Servicer sends payment confirmation data through email.
- Note: Please provide the email address you would like all HAF correspondence to go through.

Verification Data Exchanged

Once a homeowner submits an application, the HAF Program will reach out to the Servicer and provide the following information pertaining to the applicant:

Case #	Applicant Name	Loan Account Number	Property Address	Delinquency Amount

A signed Third Party Authorization form will also be attached.

Once the Servicer receives this information, the HAF Program will need the following information confirmed and returned via email by the Servicer:

Verified Delinquency Amount	Verified Loan Status (possible values: loss mitigation, foreclosure, paid in full, delinquent, current, sale of property etc.,)	Remit to Address	Is it ok to proceed with the application if the Loan is in Foreclosure (Y, N, Not Applicable)?	Verification Comments

Is this loan a Conforming loan? Yes or No?*	Origination Date	Original Loan Amount	Loan Type (examples: FHA, VA, USDA, Private label securities, Portfolio loan, GSE, N/A etc.)

***PLEASE NOTE:** The WY HAF Program does not approve applicants with non-conforming loans. Please be sure your determination of this loan being conforming or non-conforming is true and accurate.

Payment Confirmation Data Exchanged

The following information will be included in the payment description made to the Servicer on behalf of the homeowner:

- Account number (loan number, property tax ID, etc.)
- WY HAF Call Center Phone Number
- Applicants Last Name (if character limit allows)

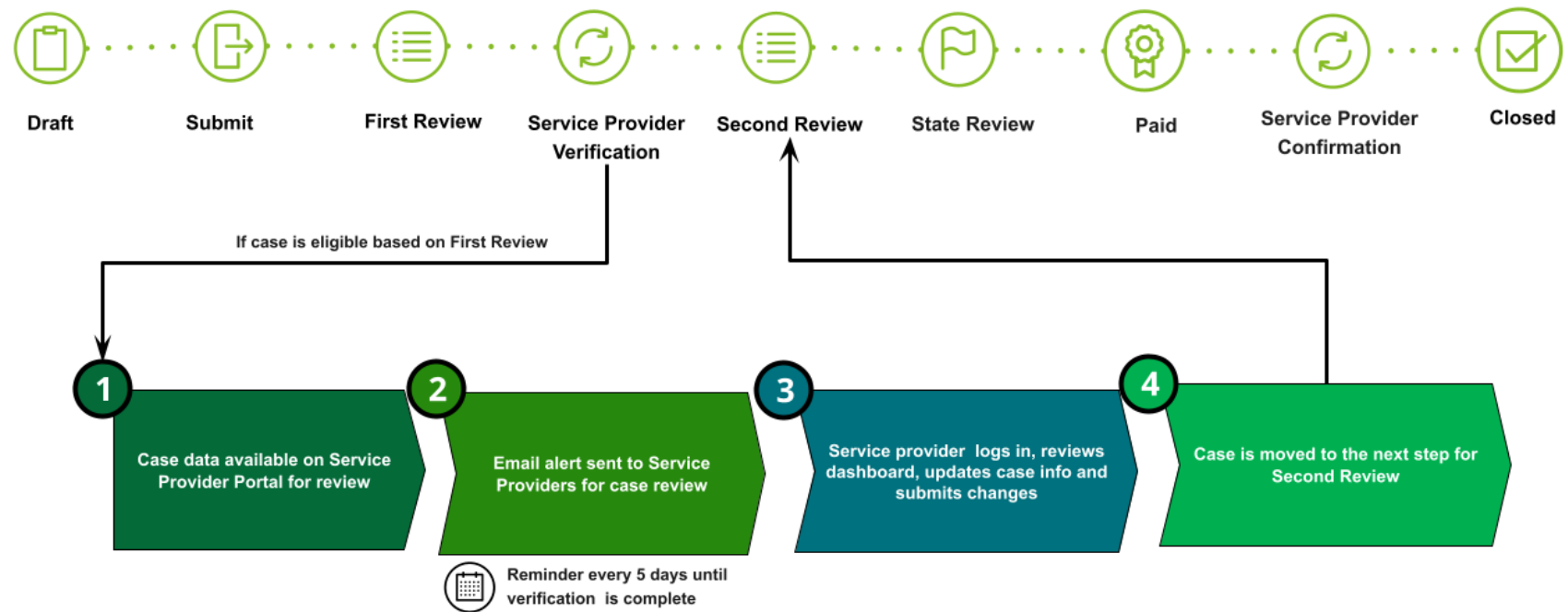
The following table will be sent as an email to serve as payment remittance:

Case #	Applicant Name	Loan Account Number	Property Address	Delinquency Amount	Check/EFT #	Payment Amount

Once the Servicer receives the payment and the remittance email, the HAF Program will need the following confirmation data returned in the table provided:

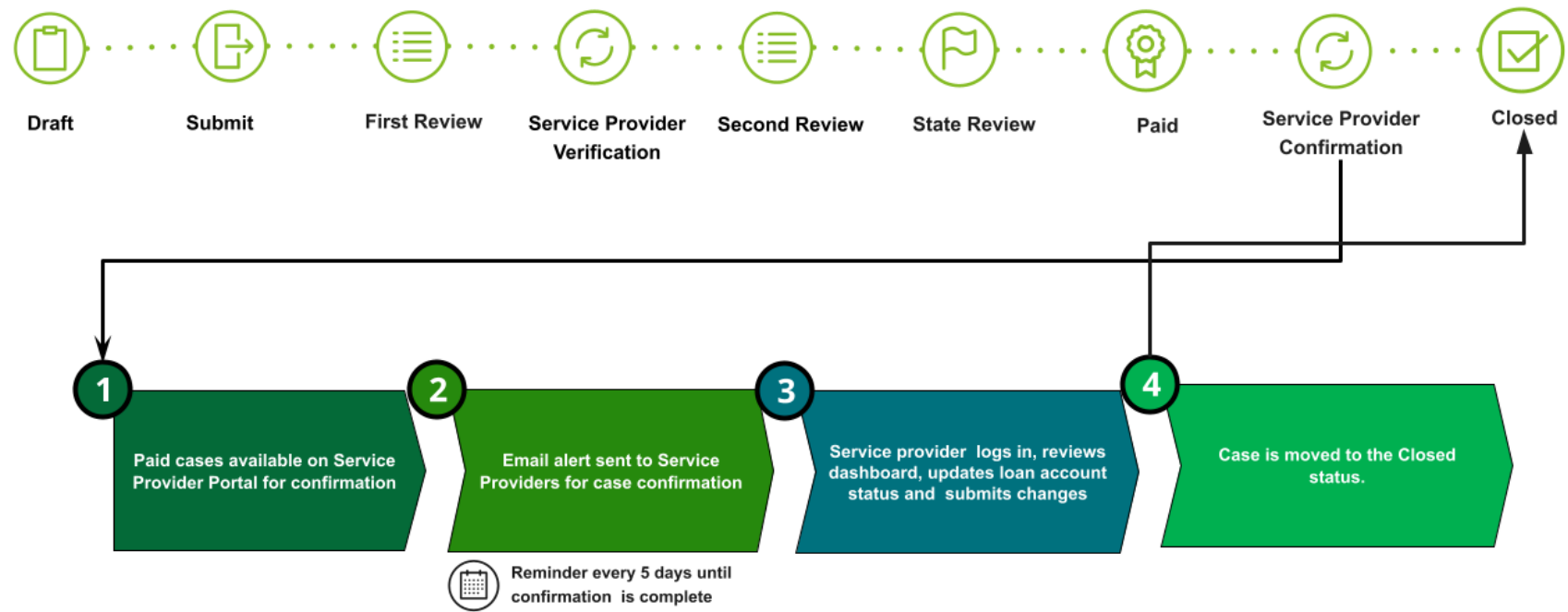
Loan Account Number	Loan Status (i.e. loss mitigation, foreclosure, current, sale of property)	Comments

Homeowner Assistance – Case Lifecycle – Service Provider Verification



Note: Same flow can be leveraged for File Exchange and Email options

Homeowner Assistance – Case Lifecycle – Service Provider Confirmation



Note: Same flow can be leveraged for File Exchange and Email options

How to enroll as a State of Wyoming Vendor

The HAF Program is using the State of Wyoming Auditor's system, WOLFS, for payments. As a result, the Servicer needs to be enrolled in WOLFS to be able to receive payments. The following steps will need to be completed if the Servicer is not already enrolled in WOLFS.

- Required Documentation
 - Completed IRS W-9 Form (must be most current version of this form) –
*Note: This can be a **COPY***
 - If the vendor is requesting to receive payment via EFT, an **ORIGINAL** voided check or bank letter with **ORIGINAL, WET** signature is required. Please indicate whether the account is a checking or savings account.

- What to do with documentation
 - E-mail IRS W-9 to DFS Fiscal at DFS-Vendorforms@wyo.gov
 - Any banking information needs to be **ORIGINAL**; therefore, hard copies through the mail are required. Please send to:
DFS Fiscal - General Accounting
2300 Capitol Avenue, 3rd Floor
Cheyenne, WY 82002

- Processing Time
 - DFS Fiscal – General Accounting will process all requests within two business days from the time received.
 - State Auditor's Office (SAO) Processing – This processing time is determined by the SAO (approximately less than 1 week)

- Returned/Rejected Vendor Requests
 - If DFS Fiscal – General Accounting or the SAO identifies incomplete or incorrect documentation, DFS Fiscal will reach out to the vendor who submitted the request to re-submit updated documentation.

- Questions
 - Please contact DFS-Vendorforms@wyo.gov or Bobbi Stecklein at 307-777-5363

Sample Third Party Authorization

The below document will be sent via email from the HAF Program to the Servicer during the Verification Data Exchanged step of the Workflow Process. The document will be in PDF format and include the homeowner's signature.

The homeowner/applicant will fill out and sign this form during the application process. The purpose of this sample form is for the Servicer to gain familiarity with what will be submitted upon application completion.

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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, 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 Department of Family Services 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.

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

First Mortgage Lender/Service Name

[Account][Loan] Number

Property Address

THIRD PARTIES:

State of Wyoming, Department of Family Services (DFS) Wyoming Homeowners Assistance Fund (HAF) Program

Deloitte Consulting, LLP - Contractor for DFS for HAF Program

Housing Counseling Agencies

The following are optional:

Flood/Hazard Insurance Company: _____

Policy Number: _____

Phone Number: _____

Homeowner 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 Applicant: _____

Employer: _____

Phone Number: _____

Name of Non-Owner Applicant: _____

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

Printed Name

Signature

Signature

Date

Date

Additional Co-Owner

Additional Co-Owner

Printed Name

Printed Name

Signature

Signature

Date

Date

Non-Owner Applicant

Additional Non-Owner Applicant

Printed Name

Printed Name

Signature

Signature

Date

Date

Sample Servicer Participation Agreement

If this step is required by the Servicer, the Servicer will need to request this form from Liberty Smith, liberty.smith@wyo.gov. This form is optional.

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SERVICER PARTICIPATION AGREEMENT

SERVICER PARTICIPATION AGREEMENT made this [REDACTED] day of [REDACTED], 2022 (“Agreement Date”) between [REDACTED] (“Servicer”) and the State of Wyoming acting by and through the Wyoming Department of Family Services (“DFS”).

BACKGROUND

1. Pursuant to Section 3206 of the American Rescue Plan Act of 2021, Congress established in the Department of the Treasury and funded the Wyoming Homeowner Assistance Fund (“HAF”) Program 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. DFS is a participating agency for the distribution of certain of the HAF funds and has adopted a Homeowner 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 DFS.
4. DFS 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

DFS and Servicer acknowledge and agree that:

1. As between Servicer and DFS, DFS 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 DFS, 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. DFS may contact Servicer, or Servicer, with proper authorization from the borrower, may contact DFS, 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.
4. Servicer administers and services any such mortgage loan in accordance with applicable law, a third-party servicing agreement, and 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.
5. Subject to the receipt of an executed "Third Party Authorization Form" in the form attached to this Agreement as Exhibit A authorizing Servicer to share with DFS information about the status of borrower's mortgage loan, Servicer will share such information with DFS through a mutually agreeable format. DFS in turn will evaluate such information, determine the final award amount and submit funds to Servicer along award information in mutually agreeable format.
6. If the amount of approved HAF funds is insufficient to cure any arrearage or pay other outstanding amounts due under the mortgage loan, DFS 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 DFS may notify Servicer accordingly.
7. Both Servicer and DFS agree that time is of the essence in DFS'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.
8. All communication that includes borrower's "Nonpublic Personal Information" between DFS and Servicer will be through a secure electronic

delivery system. In accordance with HUD, privacy, telemarketing, and information security laws, regulations, and guidelines, DFS 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.

9. Execution of this Agreement is voluntary and either party may terminate this Agreement without cause with 30 days written notice.
10. DFS 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 Authorization Form.
11. Should Servicer receive funds from DFS in excess of the delinquent amount on the account of any particular borrower, Servicer will remit the surplus funds back to DFS within thirty (30) days of receiving the funds. If the surplus funds are equal to or less than one month's mortgage installment, Servicer does not need to remit the funds back to DFS, but instead, will apply those funds to reduce that borrower's outstanding loan principal.

12. Servicer and DFS each will establish a specific point of contact for HAF cases and HAF program matters (“Servicer Point of Contact” and “DFS Point of Contact”, respectively), whom they may change from time to time at their discretion.

13. Initially, the Servicer Point of Contact is:

Name:

Phone:

Email:

14. Initially, the DFS Point of Contact is:

Name: Liberty Smith

Phone: (307) 777-3737

Email: liberty.smith@wyo.gov

15. Servicer is not authorized or empowered to determine and/or communicate to the homeowner eligibility for the HAF programs. DFS is not authorized or empowered to determine and/or communicate to the homeowner eligibility for foreclosure prevention programs of Servicer. DFS retains sole authority for its program eligibility determination and communication to the homeowner and Servicer. Servicer will communicate with borrowers and DFS regarding loan modification and other Servicer-driven approvals.

16. DFS expressly reserves sovereign or governmental immunity by entering into this Agreement pursuant to Wyo. Stat. § 1-39-104(a) and all defenses to them. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

DFS:

SERVICER:

Liberty Smith, HAF Program Manager

Name and Title