

STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor Kathy Blumenfeld, Secretary Susan Brown, Division Administrator

WISCONSIN HELP FOR HOMEOWNERS (WHH) HOMEOWNER ASSISTANCE FUND (HAF) PARTICIPATION AGREEMENT BETWEEN THE STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION DIVISION OF ENERGY,

HOUSING AND COMMUNITY RESOURCES

AND

| VENDOR NAME | |
|-------------|--|

Through funding provided under Section 3206 of the American Rescue Plan Act of 2021, the State of Wisconsin has developed a plan to assist income eligible homeowners within the State of Wisconsin who have experienced a financial hardship as of January 21, 2020 due to the coronavirus. The program is expected to last until 9/30/2026.

The State of Wisconsin through its third-party partners will accept and process applications from homeowners within the State of Wisconsin. Applicant eligibility and expense eligibility will be determined in accordance with the Wisconsin Homeowner Assistance Fund and Need Assessment Plan WHH Draft.

This Participation Agreement is required for the program and entered into by and between the State of Wisconsin, Department of Administration, Division of Energy, Housing and Community Resources hereinafter the "Division" and the above-named vendor, under the following terms:

1. Definitions

- a) Division means the Division of Energy, Housing and Community Resources.
- b) WHH means the Wisconsin Help for Homeowners Program.
- c) <u>WHH payment</u> includes public and/or private utilities, internet/broadband, reverse mortgage payments, property taxes, insurance, lot rent, property/flood insurance, and HOA and/or maintenance fees. WHH payment does not include payments for mortgages (excluding reverse mortgage).
- d) Vendor means any private or public entity providing and or supplying the service listed under 1(c).

2. The Division agrees to do the following:

- a) Provide funds for WHH HAF.
- b) Assign a supplier number/business code to each Vendor after this agreement is signed.
- c) Issue to the vendor a single check or Automated Clearing House (ACH) payment that includes benefits for all WHH eligible households.

3. The Vendor agrees to the following:

- a) WHH payments may not be applied to outstanding debts that were due prior to January 21, 2020.
- b) To post all payments to customer accounts within 3-5 business days.
- c) Should the Vendor receive more funds than needed from the WHH Program on the account of any particular customer, or if the Vendor receives a WHH payment in error, Vendor shall remit the surplus funds back to the Division within thirty (30) days of receiving the funds.
- d) Funds may not be used to pay any expenses that are being paid in full by any other source for the same period. Vendor agrees to return any funds to the Division that are considered a duplication of benefit within 30 days of becoming aware of the duplication.

4. Length of Agreement

a) This agreement is in effect from the date both parties have executed it as indicated by their respective Designated Official's signature until terminated as described in the 'Termination' section or at the earlier of the following: expiration of the HAF program 9/30/2026 or when all WHH HAF program funds are exhausted.

5. Termination

Either the Division or the Vendor may terminate this contract by giving the other party at least ten days written notice.

6. Participation Agreement

- a) It is understood and agreed that the entire agreement between the parties is contained herein.
- b) This participation agreement applies to all WHH participating homeowners who purchase, subscribe, and/or lease services or benefits provided by the Vendor.
- c) This agreement supersedes all previous commitments, promises, representations either oral or written, between the parties relating to the subject matter hereof.
- d) The person signing this Agreement, on behalf of the Vendor, certifies and attests that they have full and complete authority to bind the Vendor, on whose behalf they are executing this document.

By typing my name in the provided field, I indicate that I am the person named, and this entry is the legal equivalent of a manual/handwritten signature. I further understand that I may print the document and sign by hand. Only one agreement per Vendor is required.

| Vendor Name: | | |
|---------------------------|-------------|--|
| Name and Title | | |
| Signature | Date | |
| DEHCR Designated Official | | |
| Name and Title | | |
| Signature | Date | |

Wisconsin Help for Homeowners Program (WHH) Vendor Payment Return Policy

- 1. <u>Vendor Payments</u> All WHH payments made to a Vendor shall be applied to unpaid amounts not due prior to January 21, 2020. WHH payments that are incorrectly paid, exceed unpaid amounts, or are duplicative in nature, shall be returned to the Division within 30 days of receipt. Credit balances shall be returned to the Division.
- 2. Vendors shall notify the Division Representative Tamra Fabian at 608-261-7747 or tamra.fabian@wisconsin.gov prior to the return of payment.
- 3. Return of funds shall be payable to the Department of Administration and mailed to the following address and must include the borrower's name, property address, reason for the return, and reference the WHH program.

State of Wisconsin DEHCR- Fiscal 101 East Wilson Street PO Box 7970 Madison, WI 53707

WISCONSIN HELP FOR HOMEOWNERS HOMEOWNER ASSISTANCE FUND PROGRAM

| Vendor Name (payment is issued in this name) | | | | | |
|---|------------------------------|--------|--------------------|--|--|
| Primary Contact (Individual signing this agreement) | Primary Contact Phone | Custon | ner Service Phone* | | |
| Primary Fax | Primary Contact E-mail | | | | |
| Primary Contact Address | City | State | Zip | | |
| Payment/Check Contact | Payment/Check Contact Phone | | | | |
| Payment/Check Fax | Payment/Check Contact E-mail | | | | |
| Payment/Check Contact Address | City | State | Zip | | |

All payments to Vendor will be disbursed using the Automated Clearing House (ACH)* or paper check. Vendor agrees to provide ACH instructions (DOA-6456) that are true, accurate and complete and we may rely on them as such. Servicer acknowledges that any incorrect, incomplete or missing information in Vendor's instructions may cause delays in disbursing funds. Additionally, it is Vendor's responsibility to communicate to the Division, in writing, of any changes to the ACH information whenever necessary.

Required Documents:

- 1. Completed and signed Participation Agreement (attached).
- 2. Completed DOA-6460 New Supplier Form (attached).
- 3. Completed DOA-6456 Authorization for Electronic Deposit form (attached).
- 4. Completed W-9 Request for Taxpayer Identification Number (TIN) Certification.

Upon receipt of the above documents, the Participation Agreement will be signed electronically by the State's identified contact and a fully executed copy of the agreement shall be sent to the Vendor. **No payments will be issued without the required documents.**

^{*}Appears on customer notices