

# **MISSISSIPPI HOME CORPORATION HOME SAVER PROGRAM SERVICER ENROLLMENT**

We encourage your company's active participation in Mississippi Home Corporation (MHC) Home Saver program. Our program includes an efficient on-line application process for homeowners which can be found at [www.mshomesaver.com](http://www.mshomesaver.com). We will require a single point of contact within your organization to insure an effective flow of communication is established. We will also require the name for any Company you service or sub-service. Please add their information to the HHF002 form.

When a payment is sent to you on behalf of the eligible homeowners, we will send you a separate transmittal advice that will include the following items:

- Primary Homeowner name
- Property Address
- Loan Number
- Last four digits of the primary homeowner's social security number
- A unique identifier

We will be using the Common Data File that has been implemented to assist the Housing agencies and servicers with the supporting documentation on each file. It is expected that you will assist us with any reporting requirements that may be placed upon us by the U.S. Department of Treasury with regard to ensuring that homeowner payments are credited to the appropriate homeowner accounts and various other reporting requirements are fulfilled as we receive more final details from Treasury. Servicers will execute and comply with all terms of the Servicer Participation Agreement. All parties, including the servicer and MHC will also agree to act in accordance with any and all applicable laws that may govern the use of funds that are being given by the U.S. Department of Treasury.

**MISSISSIPPI HOME CORPORATION  
HOME SAVER PROGRAM**

**SERVICER CONTACT INFORMATION**

Please provide us with details of the dedicated primary and secondary contact for the Home Saver program including all of the information below:

**Primary contact**

Name \_\_\_\_\_ Title \_\_\_\_\_

Area of Responsibility \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Office Hours \_\_\_\_\_

**Secondary contact**

Name \_\_\_\_\_ Title \_\_\_\_\_

Area of  
Responsibility \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Office Hours \_\_\_\_\_

**Company you service for**

Company Name \_\_\_\_\_ Acronym \_\_\_\_\_

Company Name \_\_\_\_\_ Acronym \_\_\_\_\_

Company Name \_\_\_\_\_ Acronym \_\_\_\_\_

Company Name \_\_\_\_\_ Acronym \_\_\_\_\_

Company Name \_\_\_\_\_ Acronym \_\_\_\_\_

Company Name \_\_\_\_\_ Acronym \_\_\_\_\_

Return to [Melissa.West@mshc.com](mailto:Melissa.West@mshc.com) and [Melinda.turner@mshc.com](mailto:Melinda.turner@mshc.com)

**INSTRUCTIONS FOR COMPLETING THE AUTHORIZATION AGREEMENT  
FOR AUTOMATIC DEPOSIT**

PLEASE TYPE ALL INFORMATION ON THE AUTHORIZATION

SECTION 1

- A. Enter one of the following characters to indicate the type of transaction:  
“ADD” indicates a new authorization  
“CHANGE” indicates a change to an existing authorization  
“DELETE” indicates a request for termination of direct deposit
- B. Enter the complete name and address of the public office or entity to receive direct deposit.
- C. Enter your Federal Tax Identification of your office or agency

SECTION 2

- A. Enter the name and address of the ACH member financial institution authorized to conduct transaction.
- B. Enter the financial institution’s Transit Routing/ABA number in the spaces provided. This is a nine-digit number that is shown on your check.
- C. Enter the account number to which the Electronic Funds Transfer (EFT) transactions are to be credited. If less than 17 characters are needed, begin at the left margin and leave any unused spaces blank. “X” the type of account to which funds are to be deposited.

This authorization form must be signed and dated by the financial officer authorized to conduct banking transactions for said provider.

Email the signed authorization form (Page 2) to [Melissa.west@mshc.com](mailto:Melissa.west@mshc.com) or [Melinda.turner@mshc.com](mailto:Melinda.turner@mshc.com) and mail the original to:

MISSISSIPPI HOME CORPORATION  
Home Saver Program  
735 Riverside Drive  
Jackson, MS 39202

MHC will be using Hancock Bank Trust Department to serve as fiscal agent and make all Payments.

# AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSITS

**DIRECTIONS**

- To sign up for Electronic Funds Transfer, please TYPE or PRINT the information requested in Sections 1 and 2. Sign, date and return it to Melissa West, Mississippi Home Corporation (MHC) at 735 Riverside Dr. Jackson, MS 39202-1166.
- Any account changes must be reported to MHC ten (10) days prior to actual change.
- Payee must keep MHC informed of any address changes in order to receive important information about benefits and to remain qualified for payments.

**Section 1 – Entity to Receive Direct Deposit**

|   |                              |                                 |                                 |  |  |  |  |  |  |  |  |  |  |
|---|------------------------------|---------------------------------|---------------------------------|--|--|--|--|--|--|--|--|--|--|
| TYPE OF TRANSACTION   | <input type="checkbox"/> ADD | <input type="checkbox"/> CHANGE | <input type="checkbox"/> DELETE |  |  |  |  |  |  |  |  |  |  |
| NAME OF COMPANY _____   | TELEPHONE _____              |                                 |                                 |  |  |  |  |  |  |  |  |  |  |
| STREET ADDRESS _____  | CITY _____                   | STATE _____                     | ZIP _____                       |  |  |  |  |  |  |  |  |  |  |
| <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td> </tr> </table> |                              |                                 |                                 |  |  |  |  |  |  |  |  |  |  |
|   |                              |                                 |                                 |  |  |  |  |  |  |  |  |  |  |
| FEDERAL TAX ID  |                              |                                 |                                 |  |  |  |  |  |  |  |  |  |  |

**Section 2 – Financial Institution Authorized to Conduct Transaction**

|  |                                  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|----------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| FINANCIAL INSTITUTION _____  | TELEPHONE _____                  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| STREET ADDRESS _____   | CITY _____ STATE _____ ZIP _____ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  |                                  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| TRANSIT ROUTING NUMBER   |                                  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  |                                  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ACCOUNT NUMBER AT ABOVE INSTITUTION  |                                  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>TYPE OF ACCOUNT</b><br><input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS   |                                  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

Whereby we authorize MHC's fiscal agent, Hancock Bank to initiate credit entries to our account in the financial institution identified. We additionally authorize the financial institution to credit the same to our account.

This authority is to remain in effect until revoked by us in writing to MHC.

|                    |                |
|--------------------|----------------|
| _____<br>Signature | _____<br>Title |
| _____<br>Type Name | _____<br>Date  |

|                         |                               |                              |                          |
|-------------------------|-------------------------------|------------------------------|--------------------------|
| <b>For MHC use only</b> | _____<br><b>Date Received</b> | _____<br><b>Date Entered</b> | _____<br><b>Initials</b> |
|-------------------------|-------------------------------|------------------------------|--------------------------|

**Hardest Hit Fund Agreement**  
**between**  
**MISSISSIPPI HOME CORPORATION**  
**and \_\_\_\_\_**

**This Hardest Hit Fund Agreement (“Agreement”) is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Mississippi Home Corporation (“MHC”) and \_\_\_\_\_ (“Servicer”), and MHC and Servicer hereby agree to the following relating to MHC’s Hardest Hit Fund program (“HHF”):**

1. MHC is solely responsible for the selection and determination of qualification of borrowers to receive HHF funding; a Servicer will not be involved in the selection but may, with pre-authorization from MHC, refer borrowers for consideration. Servicer is not permitted to otherwise market or qualify borrowers for HHF.
2. Servicer shall establish specific points of contact for HHF cases for MHC. This includes call center and email provisions for both MHC and its agents (such as HUD-approved counseling agencies). MHC will also establish points of contact for Servicer.
3. Upon notification from MHC to the Servicer in writing that a borrower has been approved for HHF and acceptance by the Servicer of the transaction, the Servicer shall not initiate the foreclosure process or conduct a foreclosure sale.
4. All communication that includes a borrower’s Nonpublic Personal Information (as hereinafter defined) between MHC and Servicer shall 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, each party to this Agreement agrees that it 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" shall mean 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.

5. Where possible, there will be a defined automated and secure process to submit borrowers to the Servicer for workout consideration. There will be no cost of use for Servicer to access.
6. All HHF programs will be conducted in accordance with the program descriptions and requirements detailed in the attached Standardized Program term sheet(s), which may be amended from time-to-time. Any amendment to the Standardized Program term sheet(s) must receive approval from MHC and Servicer. It is the Servicer's responsibility to obtain investor and mortgage insurer approval if required.
7. Servicer may reject a particular transaction between the borrower and MHC for a limited set of reasons including fraud, bankruptcy restrictions, foreclosure status and prior history with the borrower. Servicer must provide documentation to MHC of the reason for rejection upon request by MHC within 10 business days of the request.
8. Upon first payment under the HHF program, Servicer will waive late charges and non-sufficient fund fees from the date borrower received his or her first unemployment payment, and will not charge a late charge or non-sufficient fund fee during the HHF program or workout option. All advances to the borrower by the Servicer, such as foreclosure, attorney or bankruptcy costs and fees, are payable by the borrower or investor.
9. Participation in the HHF program is voluntary and either party may terminate the Agreement without cause on 30 days written notice. A Servicer may choose to participate in one HHF program but not another.
10. MHC or its third-party partners assisting in the intake function (non-profit counselors) must secure written authorization from each borrower to share information ("Authorization"). Servicer must receive a copy of the Authorization prior to the initial communication or any data sharing with MHC.
11. For unemployment assistance, program funds will only be applied towards PITI (principal, interest, taxes and insurance); for reinstatement programs, funds may also be applied to attorney's fees, property inspection fees, escrow shortage and/or delinquent property taxes, one year of standard homeowner's insurance if forced place insurance has been invoked, and other fees and expenses if they are deemed an advance on behalf of the homeowner by the Servicer. Servicers will not apply HHF funds to HOA payments unless HOA payments have been escrowed and are included in the borrower's monthly PITIA payment.
12. Non-escrowed loans will not be required to become escrowed for unemployment assistance; borrower or MHC (at MHC's sole discretion) will be responsible for payment of non-escrowed property-related expenses (e.g., property taxes and insurance).
13. Servicer is responsible for timely application of MHC funds; Servicer will hold the borrower harmless if payments are not applied timely after receipt of funds from MHC. Servicer agrees to provide reports to document that funds were applied.
14. MHC is responsible for continuing eligibility of the borrower for its HHF 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 should notify the MHC of any ongoing legal action against a borrower or if it has evidence that the property is non-owner occupied.
16. Servicer shall notify MHC of any changes in monthly payment amount at least 30 calendar days prior to the change.
17. Where possible, MHC will provide at least 30 days notice before it will cease borrower payments to allow the Servicer time to evaluate the borrower for other loss mitigation options.
18. Servicer agrees that it is not authorized or empowered to determine and/or communicate to the homeowner eligibility for HHF programs. MHC agrees that it is not authorized or empowered to determine and/or communicate to the homeowner eligibility for foreclosure prevention programs of the Servicer. MHC retains sole authority for its program eligibility determination and communication to the homeowner and Servicer.

19. All covenants and agreements contained by or on behalf of Servicer shall bind Servicer's successors and assigns and shall inure to the benefit of MHC and its successors and assigns. Servicer shall not, however, have the right to assign Servicer's rights under this Agreement or any interest therein, without the prior written consent of MHC.
20. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.
21. This Agreement will be governed by and construed in accordance with federal law and the laws of the State of Mississippi, without regard to its conflict of laws principles.
22. *Servicer represents that is a state- or federally-regulated financial institution and covenants that, if it ceases to be a state- or federally-regulated financial institution, this Agreement will immediately be subject to termination by MHC*
23. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Accepted and Agreed:**

By: \_\_\_\_\_  
**MISSISSIPPI HOME CORPORATION**

**Name:**  
**Title:**

By: \_\_\_\_\_  
**Servicer:**  
**Name:**  
**Title:**