



## **Homeowner Assistance Fund (HAF)**

### **Administration Plan/Guide**

**Submitted to the US Treasury**

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**This Administration Plan/Guide provides an overview of the process by which the South Dakota Housing Development Authority (SDHDA) will help South Dakotans who are struggling with their housing expenses. The reader should use the entire Administration Plan/Guide including Frequently Asked Questions and Exhibits to understand the depth of the assistance being provided. This document is intended to be a working document which may need to be revised from time-to-time as South Dakota returns to normal following the most unprecedented national and international pandemic. SDHDA has learned that not only have South Dakotans been affected physically but also financially. SDHDA is honored to be part of the recovery process.**

## TABLE OF CONTENTS

<b>PURPOSE OF THE HOMEOWNER ASSISTANCE FUND.....</b>	<b>5</b>
<b>PROGRAM GOAL.....</b>	<b>5</b>
<b>SIZE OF PROGRAM.....</b>	<b>5</b>
<b>DEFINITIONS .....</b>	<b>5</b>
100% of the Area Median Income.....	5
100% of the US Area Median Income.....	5
150% of the Area Median Income.....	5
Conforming Loan Limit.....	5
Dwelling .....	6
Eligible Homeowners.....	6
Eligible Property Types.....	7
Increase in Living Expenses .....	7
Loss or Reduction of Income .....	8
Mortgage.....	8
Program Partners .....	8
Intake Process .....	9
Qualified Expenses .....	11
Qualified Financial Hardship .....	12
Socially Disadvantaged Individuals .....	12
<b>HOMEOWNER NEEDS AND COMMUNITY ENGAGEMENT .....</b>	<b>14</b>
Targeting:.....	15
<b>PROGRAM DESIGN.....</b>	<b>16</b>
Assistance Type: .....	16
Program Launch: .....	17
Program Duration:.....	17
Maximum Per Household Assistance: .....	17
Income Determinations: .....	17
Payment of the Homeowner Assistance Fund:.....	20
Required Application Documents:.....	21
Program Leverage with Other Financial Resources: .....	21
Program Exclusions: .....	22
<b>PREFORMACE GOALS.....</b>	<b>22</b>
Marketing and Outreach:.....	23
Quality Control (QC):.....	24
<b>READINESS TIMELINE .....</b>	<b>24</b>
<b>BUDGET.....</b>	<b>26</b>
<b>EXIHIBT A - FREQUENTLY ASKED QUESTIONS (FAQ).....</b>	<b>27</b>
Q1. How do I know if I am eligible to receive assistance?.....	27
Q2. Do I need to apply again if I previously received mortgage relief from South Dakota Cares Housing Assistance Program (SDCHAP)? .....	28
Q3. Do I have to have been impacted by COVID-19 to be eligible for this program?.....	28
Q4. Where do I start?.....	28
Q5. Can I apply using my smartphone?.....	29
Q6. What happens after I submit my application? .....	29
Q7. What happens if I lose my tokenized email?.....	29

Q8. Are unemployment benefits counted as household income?.....	29
Q9. What housing statuses are eligible for assistance?.....	30
Q10. Will I have to pay back the money I receive?.....	30
Q11. What jurisdiction do you cover?.....	30
Q12. I need help applying. What are my options?.....	30
Q13. I don't know when I will start earning income or when I will be sustainable again. Will I still qualify? .....	30
Q14. How much assistance can I receive? .....	30
Q15. If I have already paid my mortgage payment; can I get reimbursed? .....	31
Q16. Are stimulus checks in March and December 2020 or March 2021 counted as household income? .....	31
Q17. I am not past-due yet but I have been furloughed or laid off. I know I will not be able to make my payment next month. Should I apply? .....	31
Q18. My payment is due today, can payment be made today? .....	31
Q19. How is payment made? .....	31
Q20. What happens if I don't have a phone where I can be reached for a follow-up?.....	31
Q21. What documents do I need to provide? .....	31
Q22. What if I don't have all the required documentation?.....	32
Q23. I am out of work and cannot reach my employer. How do I prove my loss or reduction of income? .....	32
Q24. Why does the government need to track my ethnicity or race? .....	32
Q25. Will you cover late fees? .....	32
Q26. Will you negotiate with my mortgage servicers or utility company?.....	32
Q27. Can I request assistance with my mortgage and my utilities in the same application? .....	32
Q28. Is lot rent eligible?.....	32
Q29. Can I apply for assistance for chattel mortgage payments associated with manufactured home financing?.....	32
Q30. Can I apply for assistance for a contract for deed payments?.....	33
Q31. I am participating in a mortgage forbearance program, am I eligible to apply? .....	33
Q32. Will you pay the entire amount of the mortgage payment that is due? .....	33
Q33. If I don't need help making mortgage payments, can I still apply for help with unpaid utility bills?.....	33
Q34. I am in a rent-to-own agreement, am I eligible for assistance? .....	33
Q35. If I've already received assistance, can I seek additional assistance?.....	33
Q36. Can I make advance house payments?.....	33
Q37. I am current on my mortgage but my real estate or property taxes are past due. Can I qualify for assistance? .....	34
Q38. When do you look at income for income limit (area median income) purposes?.....	34
<b>EXHIBIT B - QUALIFYING HOUSEHOLD INCOME LIMITS .....</b>	<b>35</b>
100% AREA MEDIAN INCOME .....	35
150% AREA MEDIAN INCOME .....	36
<b>EXHIBIT C – FORMS.....</b>	<b>37</b>
APPLICANT ATTESTATION – GENERAL.....	37
APPLICANT ATTESTATION – ZERO INCOME.....	38
BORROWER(S) CONSENT / THIRD PARTY AUTHORIZATION .....	40
BORROWER(S) MORTGAGE .....	43
BORROWER(S) PROMISSORY NOTE.....	49
MH RETENTION AGREEMENT (PERSONAL PROPERTY).....	51
NO HELP LETTER (SAMPLE).....	54
PROGRAM SERVICES CONTRACT .....	55
SERVICER COLLABORATION AGREEMENT.....	64
SUB-RECIPIENT AGREEMENT .....	68
<b>EXHIBIT D - HERO APPROVED EDUCATION AND COUNSELING PROVIDERS .....</b>	<b>82</b>

**EXHIBIT E – SAMPLE REPORTS – SDHDA..... 84**

    2021 SOUTH DAKOTA CARES HOUSING ASSISTANCE PROGRAM (SDCHAP)..... 84

    2020 SOUTH DAKOTA CARES HOUSING ASSISTANCE PROGRAM (SDCHAP)..... 87

**EXHIBIT F - TERM SHEETS ..... 89**

    MORTGAGE ASSISTANCE PROGRAM ..... 89

    UTILITY AND INTERNET ASSISTANCE PROGRAM..... 90

**EXHIBIT G - MARKETING AND OUTREACH SAMPLES..... 91**

**EXHIBIT H - PROGRAM MANAGER POSITION..... 94**

**EXHIBIT I - PUBLIC MEETING AND COMMENT PERIOD..... 95**

## **PURPOSE OF THE HOMEOWNER ASSISTANCE FUND**

The HAF program was established under Section 3206 of the American Rescue Plan Act of 2021 (“the ARP”) to mitigate financial hardships associated with the coronavirus pandemic by providing funds to eligible entities for the purpose of preventing homeowner mortgage delinquencies, defaults, foreclosures, loss of utilities or home energy services, and displacements of homeowners experiencing financial hardship after January 21, 2020 through qualified expenses related to mortgages and housing.

## **PROGRAM GOAL**

To provide financial assistance to South Dakota eligible homeowners to eliminate or reduce past due payments associated with homeownership.

## **SIZE OF PROGRAM**

South Dakota will utilize up to \$50,000,000 for this program which includes up to 15% for administrative and planning costs and 5% for counseling or education efforts. The Secretary of the Treasury has created a special set-aside for Tribal areas which are not included in the \$50,000,000.

## **DEFINITIONS**

**100% of the Area Median Income:** Two times the income limit for very low-income families, for the relevant household size, as published by the Department of Housing and Urban Development (HUD) in accordance with 42 U.S.C. 1437a(b)(2) for purposes of the HAF. The South Dakota Housing Development Authority (SDHDA) will use, for income limit purposes, two times the income limit for very low-income (50% Area Median Income) families or US Area Median Income, whichever is greater (see Exhibit B).

**100% of the US Area Median Income:** The median income of the United States, as published by HUD for purposes of the HAF.

**150% of the Area Median Income:** Three times the income limit for very low-income families, for the relevant household size, as published by HUD in accordance with 42 U.S.C. 1437a(b)(2) for purposes of the HAF. SDHDA is allowed to utilize up to 40% of the HAF funding for household at or below 150% AMI. SDHDA will prioritize this 40% of HAF funds for homeowners who are determined to be Socially Disadvantaged.

**Conforming Loan Limit:** The applicable limitation governing the maximum original principal obligation of a mortgage secured by a single-family residence, a mortgage secured by a 2-family residence, a mortgage secured by a 3-family residence, or a mortgage secured by a 4-family residence, as determined and adjusted annually under section 302(b)(2) of

the Federal National Mortgage Association Charter Act (12 U.S.C. 1717(b)(2)) and section 305(a)(2) of the Federal Home Loan Mortgage Corporation Act (12 U.S.C. 1454(a)(2)). The Conforming Loan Limits for South Dakota for the last thirteen years were:

2022	\$647,200
2021	\$548,250
2020	\$510,400
2019	\$484,350
2018	\$453,100
2017	\$424,100
2008 – 2016	\$417,000

**Dwelling:** any building, structure, or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more individuals.

**Eligible Homeowners:** Homeowners are eligible to receive amounts allocated for HAF if they meet the following requirements:

- Be a South Dakota resident – can be documented with a driver’s license, State Identification Card, tribally-issued ID, Passport, utility bills and/or lease agreement indicating location of their residence.
- Homeowner must have experienced a Qualified Financial Hardship after January 21, 2020 (including a hardship that began before January 21, 2020, but continued after that date)
- Homeowner must meet the Homeowner Income Eligibility Requirements.
- Homeowner applicant must own and occupy not more than one property.
- Homeowner must attest that they experienced a financial hardship after January 21, 2020. The attestation must describe the nature of the financial hardship. (for example, job loss, reduction in income, or increased costs due to healthcare or the need to care for a family member) (see Exhibit C).
- Homeowners who have previously filed for bankruptcy but who are no longer in bankruptcy must provide proof of court ordered “discharge” or “dismissal.”

- Homeowner must complete and sign an on-line application form, affidavit and a 3rd party authorization, if applicable.
- Homeowner agrees to provide all necessary documentation to satisfy program guidelines with timeframes established by SDHDA, including certification of Socially Disadvantaged status, as applicable.
- If applicable, the unpaid principal balance of the homeowner's first mortgage was, at the time of origination, was not greater than the Conforming Loan Limit in effect at the time of origination.
- Co-owners are not permitted to separately apply for HAF.
- Homeowners that have a reverse mortgage who are delinquent on property taxes or other mortgage related fees.

**Eligible Property Types:** Must have legal ownership which includes only the following:

- Structure must be owned by a "natural person" (i.e., LLP, LP or LLC do not qualify);
- Homeowners who have transferred their ownership right into non-incorporated, Living Trusts are eligible;
- Single-family (attached or detached) properties;
- Condominium units;
- 1 to 4-unit properties where the homeowner is living in one of the units as their primary residence;
- Manufactured homes permanently affixed to real property and taxed as real estate;
- Mobile homes not permanently affixed to real property (see Exhibit C);
- Vacant or abandoned properties, 2nd homes, Investment properties, homes with damage and/or insurance claims that impact occupancy are not eligible;

Occupancy will be determined based on a self-certification and additional documentation to be provided by the homeowner, which may include a utility bill, property tax bill, tax return, deed, or any government issued

document that includes name and address. No single property may receive more than the Maximum per Household Assistance.

**Increase in Living Expenses:** Increase in out-of-pocket household expenses such as, medical expenses, inadequate medical insurance, increase in household size, costs to reconnect utility services directly related to the coronavirus pandemic after January 21, 2020.

**Loss or Reduction of Income:** Temporary or permanent loss of earned income documented after January 21, 2020.

**Mortgage:** any credit transaction-- (A) that is secured by a mortgage, deed of trust, or other consensual security interest on a principal residence of a borrower that is (i) a 1- to 4-unit dwelling, or (ii) residential real property that includes a 1- to 4-unit dwelling; and (B) the unpaid principal balance of which was, at the time of origination, not more than the Conforming Loan Limit.

**Program Partners:** SDHDA will continue to work with the Program Partners listed below. In addition, the application software is currently being revamped to incorporate the new program requirement and enhance the application process, gathering of documentation and assist in determining eligibility.

Each partner agency will be able to receive a portion of funding initially and continue on reimbursement basis. Database of households receiving assistance will be available for all agencies to cross reference and ensure there is no duplication of funding.

Program Partners will be paid for their staffing costs and operating expenses to be funded with the 15 percent administration requested.

At this time, SDHDA is working with the following agencies to ensure smooth transition and process between all agencies.

- Helpline Center, Statewide  
<https://www.helplinecenter.org/2-1-1-community-resources>
- Interlakes Community Action Program, Madison  
<https://www.interlakescap.com>
- Rural Office of Community Services, Wagner  
<https://www.rocsinc.org>
- Consumer Credit Counseling Service - Lutheran Social Services, Sioux Falls

<https://www.lsssd.org>

- GROW SD, Sisseton  
<https://www.growsd.org>
- Western South Dakota Community Action, Rapid City  
<https://www.wsdca.org>
- Mazaska Owecaso Otipi Financial, Pine Ridge  
<http://mazaskacdfi.org>
- Neighborworks Dakota Home Resources, Deadwood  
<https://www.neighborworksdhr.org>
- Pennington County Health and Human Services, Rapid City  
<https://www.pennco.org/hhs>
- *Lakota Funds, Kyle*  
<https://lakotafunds.org>
- *Codington County Welfare, Watertown*  
<https://www.codington.org/welfare/>
- South Dakota Housing Development Authority, Pierre  
[www.sdhda.org](http://www.sdhda.org)

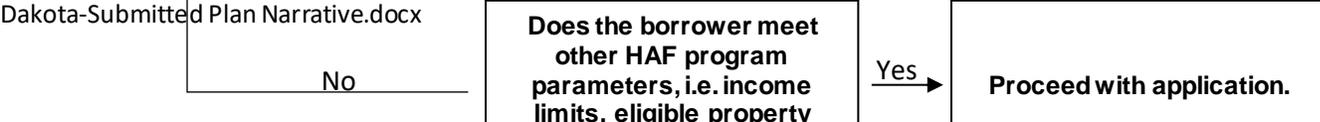
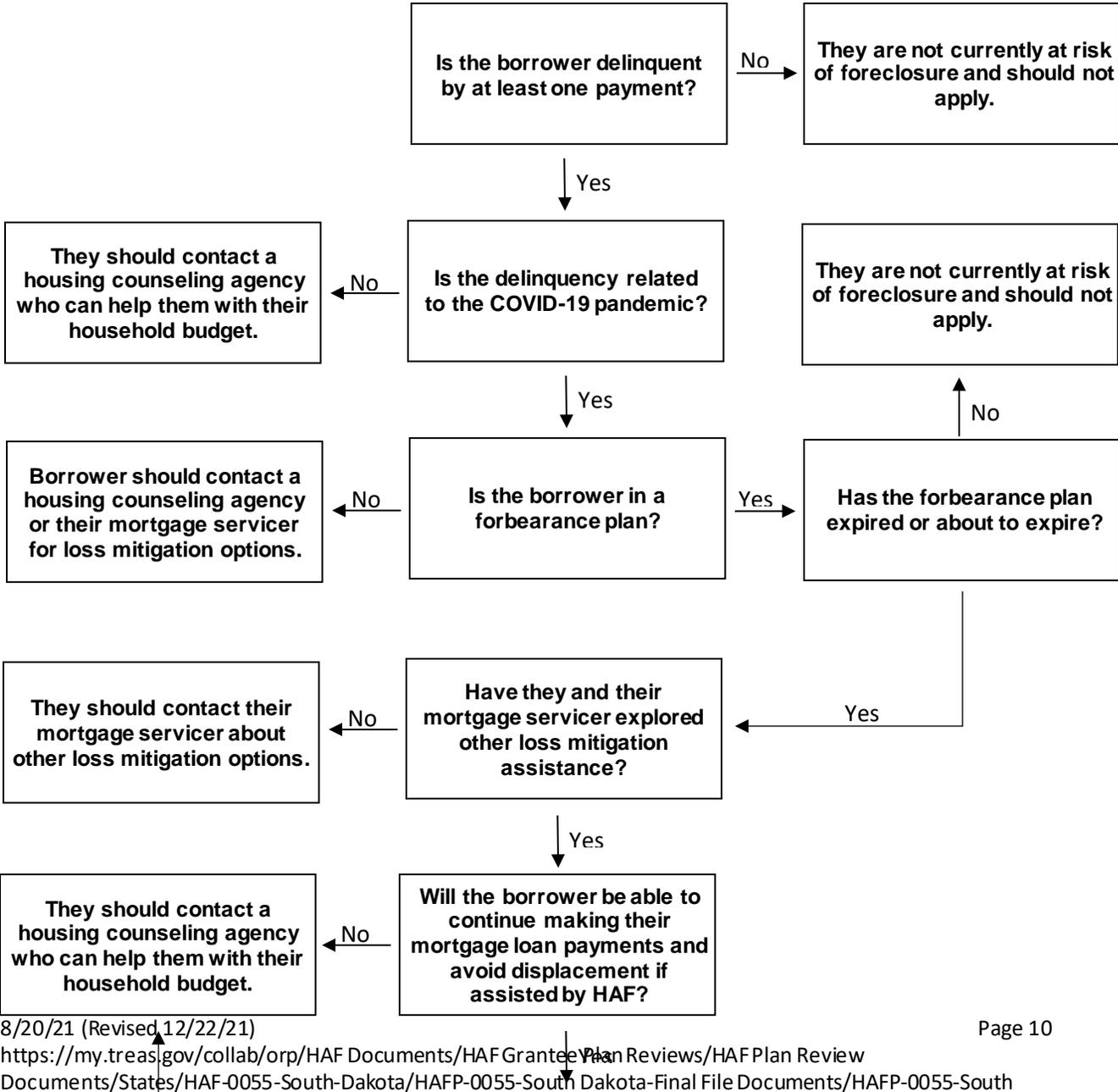
SDHDA will execute a HAF Program Partner Sub Recipient Agreement (see Exhibit C).

Funding administered by SDHDA and Program Partners can be utilized for all geographic areas of South Dakota. All Program Partners will need to take steps to avoid providing assistance to any household that is duplicative of other federal, state or local assistance. In general, confirmation will be required that any homeowner unit that is the subject of an application for assistance has not already received assistance from other programs or agencies.

Within the application, applicants are asked if they have applied for or received additional financial assistance from another agency. Program Partners need to follow up with the agency listed to verify which expenses may have been paid or will be paid. Program Partners are encouraged to access additional resources or program information they may have access to document duplication of assistance has not occurred.

The on-line system that Program Partners use includes adequate space for notes used in determining applicant's eligibility and status and action taken.

**Intake Process:** Instead of having just one point of entry, the borrower can enter the initial process through four different avenues. An initial assessment can be provided by a Program Partner, a housing counseling agency, by calling the Helpline Center or their mortgage servicer. Most borrowers will enter through their mortgage servicer. See the chart on the following page.





**Qualified Expenses:** Expenses that are for the purpose of preventing homeowner mortgage delinquencies, homeowner mortgage defaults, homeowner mortgage foreclosures, homeowner loss of utilities or home energy services, and displacements of homeowners experiencing financial hardship (not incurred/billed prior to January 21, 2020):

1. Existing first mortgage lien loan payment (principal and interest), escrow shortages, late fees, and servicer corporate advances;
2. Subordinate mortgage lien payment (P&I) and/or principal reduction or payoff of a non-profit/government second lien. If subordinate mortgage lien is non-amortizing (single payment, due-on-sale, etc.) then it must have been recorded and originated after January 21, 2020 for one of the purposes listed above;
3. 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;
4. Payment assistance for:
  - a. homeowner's utilities, including electric, gas, home energy (including firewood and home heating oil), water and wastewater; if arrearages not otherwise covered from another source of funds;
  - b. homeowner's internet service, including broadband internet access that was used for remote learning or remote working, if arrearages were not otherwise covered from another source of funds;
  - c. homeowner's insurance, flood insurance, and mortgage insurance;
  - d. homeowner's association fees or liens, condominium association fees, or common charges, and similar costs payable under a unit occupancy agreement by a resident member/shareholder in cooperative housing development;
  - e. down-payment assistance loans provided by nonprofit or government entities; and
  - f. appropriate mortgage loan late fees.
5. Payment assistance for delinquent property taxes to prevent homeowner tax foreclosures. For this purpose, delinquent property taxes are considered delinquent when due and not when assessed. Taxes assessed prior to 2019 are not eligible for reimbursement;
6. Measures to prevent homeowner displacement, such as home repairs to maintain the habitability of a home, including the

reasonable addition of habitable space to alleviate overcrowding, or assistance to enable households to receive clear title to their properties;

7. Counseling or educational efforts by housing counseling agencies approved by HUD or a tribal government, or agencies approved by SDHDA's Homeownership Education Resource Organization (HERO) (see Exhibit D), or by other legal services, targeted to related foreclosure prevention or displacement;
8. Reimbursement of funds expended by a state, local government, or entity during the period beginning on January 21, 2020, and ending on the date that the first funds are disbursed by the HAF participant under the HAF, for a qualified expense;
9. Planning, community engagement, needs assessment, and administrative expenses related to the HAF participant's disbursement of HAF funds for qualified expenses, in an aggregate amount not to exceed 15% of the funding from the HAF received by the HAF participant; and
10. Manufactured/mobile home loan monthly payment (P&I) and lot rent (through the Emergency Rental Assistance), if applicable.
11. Arrearages of qualified expenses may be eligible for purposes of HAF regardless of the date they were incurred, including if they arose before January 2020.

Funding from the HAF may not be used for any use other than those provided for in this section. SDHDA encourages participants to avoid using HAF funds in a manner that replaces other loss-mitigation resources that would otherwise be available.

**Qualified Financial Hardship:** A material reduction in income or material increase in living expenses associated with the coronavirus pandemic that has created or increased a risk of mortgage delinquency, mortgage default, foreclosure, loss of utilities or home energy services, or displacement for a homeowner.

**Socially Disadvantaged Individuals:** Individuals whose ability to purchase or own a home has been impaired due to diminished access to credit on reasonable terms as compared to others in comparable economic circumstances, based on disparities in homeownership rates in the HAF participant's jurisdiction as documented by the U.S. Census. The impairment must stem from circumstances beyond their control. Indicators of impairment under this definition may include being a (1) member of a

group that has been subjected to racial or ethnic prejudice or cultural bias within American society, (2) resident of a majority-minority Census tract; (3) individual 3 with limited English proficiency; (4) resident of a U.S. territory, Indian reservation, or Hawaiian Home Land, or (5) individual who lives in a persistent-poverty county, meaning any county that has had 20% or more of its population living in poverty over the past 30 years as measured by the three most recent decennial censuses.

If Program Partners know that a certain population in their jurisdiction is disproportionately affected by COVID-19 impacts, such as loss or reduction of income, or may have high levels of need, they are asked to assist in conducting targeted outreach and marketing to those groups. Such groups may include people and communities of color, refugee populations, immigrants, LGBT populations, and people with disabilities. Targeted outreach may include cooperating with community-based organizations and service providers that work with these groups to inform them of the assistance available and the intake process. Information can be shared via social media and posting informational materials at bus stops, food banks, public housing authorities, city offices, social service and employment offices, schools, community and healthcare facilities, libraries, local churches, major employers, clinics, utility companies and other areas where hard-to-reach populations may live.

Program Partners will encounter applicants who speak different languages, have disabilities, and have different degrees of access to and comfort using technology. Hard-to-reach populations may require special accommodations to make sure they are aware of the available assistance and know how to apply.

For people with limited English proficiency (LEP), the Helpline Center will assist with providing translators.

SDHDA and Program Partners will work to ensure that the intake process is available and accessible to a wide range of people, and that eligible households are aware of the available assistance. This means taking into consideration the needs of people who may not have access to the internet, may not speak English, may have disabilities, or may not initially trust government programs.

The table on the following page lists some methods that Program Partners may consider to ensure their intake processes are fully available and accessible.

TO REACH PEOPLE WHO...	OUTREACH AND INTAKE METHODS
<b>Do not have access to the internet</b>	<p>Advertise on radio, in newspapers, on public transportation, and in other locations people frequent, such as grocery stores, churches, schools, and medical offices.</p> <p>Make program materials available at community centers and community-based organizations' offices.</p> <p>Applicants are able to submit applications through Program Partners and via phone.</p> <p>Applicants can call SDHDA, 211, Program Partners, legal aid and community-based organizations to receive program information and instructions on how to apply for assistance.</p> <p>Mail program information directly to households through utility or tax bills.</p>
<b>Have limited English proficiency</b>	<p>Provide information to organizations that represent or work with LEP populations such as refugees and immigrants. Accommodate applicants with language translation as requested.</p>
<b>Have disabilities</b>	<p>Provide information about the program to Centers for Independent Living and other service providers working with people with disabilities.</p> <p>Make on-line materials 504 compliant so they can be read with a screen reader.</p> <p>Use TTY lines to accommodate people with hearing impairments.</p>

## HOMEOWNER NEEDS AND COMMUNITY ENGAGEMENT

South Dakota's population is currently at 885,000. Data on a rural state such as South Dakota is extremely hard to compile. Data sources used for this administrative plan/guide includes information compiled from the US Census, Mortgage Bankers Association, South Dakota Department of Health, Federal Reserve Bank of Atlanta calculations using Black Knights McDash Flash daily mortgage performance data (available with a two-day lag time), South Dakota

Housing Development Authority's master servicer and from South Dakota Housing Development Authority's own loan portfolio.

According to the US Census, 84.6% of the South Dakota population is White and 17.1% are minority (Black, American Indian, Asian, Hispanic or Latino).

Recent South Dakota Department of Health reports show the breakdown by Race/Ethnicity of those South Dakotans affected by COVID-19.

RACE/ETHNICITY	# OF CASES	% OF CASES
White	93,308	75%
Native American	14,280	11%
Unknown	5,622	5%
Hispanic	4,723	4%
Black	2,852	2%
Other	1,758	1%
Asian/Pacific Islander	1,699	1%

The above chart also reflects that 19% of South Dakotans affected by COVID-19 are minority (Native American, Hispanic, Black, Asian/Pacific Islander or other) which is in relationship to the 17.1% minority population in South Dakota.

South Dakota boasts a 67.9% homeownership rate which is higher than the national average of 63.9%.

According to the Mortgage Bankers Association – National Delinquency Survey Q1 2021 there are approximately 64,754 loans serviced by different servicers in the state. 3.75% of loans are delinquent compared to the national average of 6.12%. 0.80% are 30 days delinquent, 0.35% are 60 days delinquent and 2.59% are 90+ days delinquent. Loans in foreclosure, considering the current foreclosure moratorium is 0.29% compared to the national average of 0.54%.

In January 2021, performance data from Black Knight, Inc, (collected from mortgage servicers) and the 2011-2015 American Community Survey provided by the U.S. Department of Housing and Urban Development and the 2014-2018 American Community Survey was collected and analyzed. Those results indicated that out of the 24 counties, 11.4% were minority households. Of all households 19.8% had incomes at 50% Area Median Income and 37.4% had an income at 80% Area Median Income. There were 749 homeownership loans in forbearance with only 474 loans delinquent.

SDHDA has contracted with a master servicer for SDHDA's First-time Homebuyer program. The master servicer reports that of the 10,614 active loans, 826 are currently delinquent. Of those delinquent loans, 543 are in forbearance or 66%.

**Targeting:** Not less than 60% of amounts made available to each HAF participant must be used for qualified expenses that assist homeowners having incomes equal to or less than 100% of the area median income or equal to or less than 100% of the median income for the United States, whichever is greater.

The remaining amount to be eligible Socially Disadvantaged Eligible Homeowners with incomes equal to or less than 150% Area Median Income.

## **PROGRAM DESIGN**

The program design is being modeled after the current program called South Dakota Cares Housing Assistance Program (SDCHAP). SDHDA will begin helping those borrowers that are coming out a forbearance or have never taken advantage of mortgage relief in the past. Over \$1.4 million has been dispersed for mortgage payments with South Dakota's Coronavirus Relief Funds (CRF) administered by SDHDA as the South Dakota Cares Housing Assistance Program (SDCHAP). The SDCHAP program began in October, 2020. Emphasis of the HAF funding will be placed on preventing and curing mortgage delinquencies in South Dakota with priorities to those Socially Disadvantaged.

With 17.1% of the residents in South Dakota being within the minority population, only 12.10% are in an owner-occupied status. Over 57% of South Dakota's residents have incomes of 80% or below. Most of the program targeting will be through marketing and outreach efforts. Meeting the targeted goal requirements should not be an issue however SDHDA will not be able to control who contacts our 211 Helpline Center.

SDHDA will concentrate on its own portfolio of 3,500 First-time Homebuyers that are delinquent or destined for foreclosure, first. We will then look at over 10,533 loans that are being serviced by SDHDA's master servicer. With this portfolio, approximately 61.75% of the loans are at or below 80% Area Median Income.

SDHDA has a history of success with its ability to help both renters and homeowners. Evidence of this can be found with the 2020 South Dakota Cares Housing Assistance Program (SDCHAP). More than 4,200 applications were received and \$6.1 million was approved out of the \$9,000,000 available. Funds were used for delinquent rental payments, delinquent mortgage payments and utilities. These funds were dispersed within a very short timeline from October through December, 2020 (see Exhibit E).

Additionally, over 3,790 applications have been received for a total of \$6.2 million for the Emergency Rental Assistance Program (ERA Phase 1 & 2) and SDCHAP since January 1 2021 (see Exhibit E).

**Assistance Type:** The mortgage assistance will be structured as a 0% interest loan, no monthly payment and due on the earlier of (1) the date the mortgaged property is sold or transferred by Mortgagor, whether voluntarily or involuntarily or by operation of law; (2) the date a default occurs under the first Mortgage; (3) the date the mortgaged property ceases to be the principal residence of Mortgagor; or (4) the date the debt evidenced by the first Mortgage is refinanced, all payable according to the terms of said Note and this Mortgage.

The Utility Assistance and Internet Assistance will be structured as a non-recourse grant.

**Program Launch:** The program launch date will tentatively be January 1, 2022 subject to the US Treasury's approval.

**Program Duration:** Program will end September 30, 2026 *(as stated in the Financial Assistance Agreement between the U.S. Department of the Treasury and the South Dakota Housing Development Authority dated April 23, 2021)* or until funds are fully expended, whichever comes first.

**Maximum Per Household Assistance:** The maximum per household assistance is \$25,000 per household for Mortgage Assistance. This will include principal, interest, taxes, mortgage insurance, hazard insurance, flood insurance, late fees and applicable homeowner association fees. Disbursement to mortgage/housing lender/servicer may include up to the next three scheduled monthly payments if funds are available not to exceed the per household limit (see Exhibit F).

Up to \$300 per month per household for past due Utility Assistance, dating back to January 20, 2020 with no more than \$5,000 total (including Internet Assistance) to be paid. Assistance prioritized to prevent utility shut-off or restore utilities (see Exhibit F).

A flat \$50/month per household for Internet Assistance (to be included in the \$5,000 maximum) (see Exhibit F). Additionally, preference would be to limit a one-time advance, per household however exception may be granted for multiple advances.

**Income Determinations:** Homeowners must have incomes equal to or less than 150% of the Area median Income. With respect to each household applying for assistance, Program Partners will use HUD's definition of "annual income" in 24 CFR 5.609 or use adjusted gross income as defined for purposes of reporting on Internal Revenue Service (IRS) Form 1040 series for individual federal annual income tax purposes.

Two approaches for income verification are permissible: (1) the applicants most recent IRS tax return, or (2) the household may provide a written attestation as to household income together with supporting documentation such as paystubs, W-

2s or other wage statements, IRS Form 1099s, tax filings, depository institution statements demonstrating regular income, or an attestation from an employer (see Exhibit C).

As noted above, Program Partners have the option of measuring household income using total household income for the previous year or using the current monthly income. In cases where the household has already prepared and submitted an IRS tax return, the Form 1040 tax return may be used as documentation of household income for that year. If desired, Program Partners can request both the return and the tax forms used to establish the household's income for tax purposes, such as its W2 statement(s) and any 1099 forms. In cases where a tax return is not available, these same tax forms may provide documentation of annual income.

The aforementioned approaches have the advantage of utilizing official forms authorized by the Treasury Department for purposes of calculating income tax. While certain forms of income—such as welfare payments—are not considered taxable income and will not be reported on a tax form, the receipt of such payment may itself be considered a way to verify income, as such benefits are typically provided only to households with incomes below the maximum eligibility limits.

If households are required to provide supporting documentation for purposes of income determination, Treasury encourages HAF participants to avoid establishing documentation requirements that are likely to be barriers to participation for eligible households, including those with irregular incomes such as from a small business.

If the household's monthly income is used to determine eligibility, the Program Partner should review the gross monthly income information provided at the time of application and extrapolate over a 12-month period to determine whether households are within income limits. For example, if the applicant provides income information for two months, the Program Partner should multiply it by six to determine the annual amount. If a household qualifies based on monthly income, the Program Partner must redetermine the household income eligibility every three months for the duration of assistance.

HUD calculates Area Median Income (AMI) on the basis of the number of individuals in a household. A household applying for the HAF may be a family that shares all expenses, or it may be comprised of unrelated adults who may or may not share expenses but who live in the same household. Income eligibility for a household will be determined by combining incomes of any adults listed on the mortgage.

In determining household income, all household members age 18 and older must be identified in the application and documentation of their income or lack thereof must be reported.

Program Partners must have a reasonable basis under the circumstances for determining income. Except as discussed prior, this generally requires a written attestation from the applicant as to household income and also documentation available to the applicant to support the determination of income.

Under limited circumstances, a Program Partner may waive or make exception to documentation requirements by relying on a written attestation from the applicant without further documentation of household income (see Exhibit C). Program Partners have discretion to provide waivers or exceptions to this documentation requirement to accommodate disabilities, extenuating circumstances related to the pandemic, or a lack of technological access. In these cases, the Program Partner is still responsible for making the required determination regarding the applicant's household income and documenting that determination.

To the extent that a household's income, or a portion thereof, is not verifiable due to the impact of COVID-19 (for example, because a place of employment has closed) or has been received in cash, or if the household has no qualifying income, Program Partners may accept a written attestation from the applicant regarding household income. If such a written attestation without further documentation is relied on, the Program Partner must re-evaluate household income for such household every three months.

In appropriate cases, attestation from a Program Partner or other professionals with knowledge of a household's circumstances may be sufficient to certify that an applicant's household income qualifies for assistance.

The following sources can be used to assist in establishing income eligibility:

- If employed, obtain pay stubs for the prior four weeks. Pay stubs should be the most recent and just prior to the date the household is seeking assistance. If a household has inconsistent income, for example, they work varied hours, obtaining additional pay stubs is recommended. If a household is unable to provide pay stubs, third party verification from the employer is acceptable and should be clearly documented in the household file.
- Documentation of income from the operation of a business or profession, including direct payments for services or self-employment including for self-employed individuals; for documentation of gig jobs, such as driving for Lyft or Uber, photos of payment information within those apps may be used as proof of income.
- Bank statements
- Documentation of unemployment benefits or job loss

- Letter from employer indicating reduced pay
- Documentation of Social Security or public assistance, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts
- Documentation of public assistance benefits
- Documentation of child support, alimony, or foster care payments
- Attestations or self-certification can serve as an efficient option for cases in which other documents are not available

To qualify for HAF assistance, a household must either have qualified for unemployment benefits or have experienced a loss or reduction of income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the novel coronavirus disease (COVID-19) outbreak, which the applicant shall attest in writing.

Program Partners will need to choose how applicants will document qualification for unemployment benefits. Program Partners can coordinate with state unemployment agency to verify an applicant's receipt of unemployment benefits. But receipt of unemployment benefits is not required, only eligibility for receipt; not all individuals who qualify for unemployment benefits apply for or receive them. Thus, Program Partners may want to include a determination of eligibility for unemployment benefits in the application process that does not exclude individuals who have not received assistance. Such determination could be made using a state's eligibility requirements for unemployment benefits along with an attestation from the application attesting to their employment situation.

As an alternative to documenting qualification for unemployment benefits, Program Partners may document that a household has experienced a loss or reduction of income, incurred significant costs, or experienced other financial hardship due directly or indirectly to COVID-19. Loss or reduction of income should be documented using the approaches for documenting income discussed above, though states will also need to verify that the loss or reduction of income is related directly or indirectly to COVID-19.

The balance of this section focuses on options for Program Partners to document significant costs or financial hardship related to COVID-19. In general, a flexible approach to determining COVID-related costs and hardship may be advisable, so long as Program Partners document and verify information provided by applicants to the extent feasible.

In addition to obtaining an attestation in writing from applicants, Program Partners must require applicants to document that they have experienced a reduction in

income, incurred significant costs, or experienced other financial hardship due directly or indirectly to COVID-19 which threatens the household's ability to pay the costs of the mortgage.

**Payment of the Homeowner Assistance Fund:** HAF assistance will be made directly to mortgage lender/servicer, manufactured/mobile home lender/park (lot fees), county treasurer or local taxing authority, condominium association, utility provider, internet and/or broadband service providers. Again, preference would be to limit a one-time advance per household however exception may be granted for multiple advances.

SDHDA will disburse the amount quoted by the lender/servicer; any discrepancies to be resolved by the homeowner and lender/servicer.

If homeowner's past due amount exceeds the Maximum Per Household Assistance, homeowner may pay the difference.

**Required Application Documents:** To apply, households may apply on-line at [www.sdhda.org](http://www.sdhda.org) or by visiting one of the Program Partners. Below are additional documents which may be requested.

- SD Cares Application (on-line). Applications for assistance will not be processed until all eligibility and verification documentation is provided. Applicants have 30 days from the time of application or when requested by the Program Partners to provide such documentation or the assistance request will be "Withdrawn/Abandon".
- Borrower(s) Consent Form / Third Party Authorization (TPA) (if applicable) (see Exhibit C)
- Qualifying hardship attestation and supporting from homeowner certifying and identifying the eligible hardship and that it occurred after January 21, 2020 documentation as required
- Mortgage Statement for each lien
- Mobile home loan statement and/or lot rental agreement (if applicable)
- Most recent monthly utility bill(s)
- Photo ID
- Social Security Number card or as shown on legal document, such as federal tax return

- Income documentation; W2's, paystubs, previous years' tax returns or alternative income documents as applicable
- Applicant must provide each payee's contact and account information if not listed on monthly statement
- A copy of a "No Help" letter or similar documentation (see Exhibit C for sample) that would prove that other loss-mitigation resources were explored

**Program Leverage with Other Financial Resources:** The Program Partner will, to the extent feasible, ensure that financial assistance provided to an eligible household is not duplicative of any other Federal, state or local financial assistance.

The following are some potential methods for verifying whether a household has received financial assistance from other sources:

The on-line application allows Program Partners the ability to see what financial assistance has previously been provided. Tribal communities will have a separate application process but a database will be created to import applicant information from several different databases. This database will be used to cross reference financial assistance from several different organizations. Applicant information will be cross referenced on several identifying factors such as name of head of household, household address, landlord name and timeframe for which assistance was provided.

Agencies that administer mortgage resources have been informed of the HAF. These agencies are available to assist with outreach efforts and while ensuring there is no duplication of benefits.

During the application process, applicants are also asked to certify and attest that they are not receiving other federally funded assistance or is not receiving assistance that applies to the same month's payment. In the application, the applicant is asked to specify the forms of assistance that may possibility be a duplication of assistance, and to certify that they are not receiving assistance from any of those sources over the period of time for which they are currently requesting assistance. The self-certification includes legal language that explains penalties associated with misrepresenting assistance a household has received and states that assistance may be required to be returned to the HAF should duplicative assistance be identified.

**Program Exclusions:** At this time properties being financed on a contract for deed, where the property owners of record, are not the applicants, are not eligible for HAF financing.

## PREFORMACE GOALS

As outlined in the Budget section of this plan, SDHDA will be helping as many as 1,800 households in the next five years. SDHDA has based its projections and performance goals on the best data available that being the Mortgage Bankers Association – National Delinquency Survey Q1 2021. In that survey, 2.59% of the 64,754 loans are seriously delinquent and another 0.29 are currently in foreclosure which equals approximately 1,677 loans ( $64,754 \times 2.88\% = 1,865$ ).

According to the US Treasury survey data provided 6/14/21, there are 1,115 FHA loans in forbearance, 347 USDA Rural Development loans in forbearance and another 412 VA loans for a total of 1,874 loans. Minorities represent 14% of the loans in forbearance in that survey.

SDHDA will measure performance by evaluating the following:

- The speed by which an applicant receives assistance through the program, from receipt of full application to disbursement of funds (or denial of application, if applicable). Note that submission of documentation does not constitute a full application until all required documentation has been received. If the submitted documentation does not constitute a full application, three attempts will be made to contact the borrower;
- The number and percentage of applicants that receive assistance through the program (versus the number and percentage denied assistance);
- The number of households served and the dollar amount of HAF assistance provided for mortgage loans;
- The percentage of funds awarded to socially disadvantaged homeowners;
- Effectiveness at serving households at or below 100% AMI, 80% AMI, and 50% AMI, respectively.

**Marketing and Outreach:** Marketing of the financial assistance will be done by contacting county welfare offices, public housing authorities, local governments, community action programs, planning districts, 211 Helpline Center, housing counseling agencies, mortgage loan servicers and SDHDA (see Exhibit G).

For South Dakota to expend funds in a timely manner, it is important to conduct outreach to potential applicants to ensure they know where and how to apply and to have user-friendly intake processes to accept applications. The intake process has been designed to accommodate the needs and preferences of a wide range of users, including households without access to the internet, people with disabilities or language barriers.

South Dakota's intake process creates efficiencies for application review, processing payments and checking for duplication of assistance. In addition, applicants will be able to request multiple types of assistance over a period of time by using the one application and providing additional documentation.

The SD Cares application is an on-line application. For households who may not have access to a computer, tablet or smart phone, applicants can call 211 or any Program Partner for assistance.

Since South Dakota has multiple administrators of a statewide program, the creation of a single portal for accepting applications is beneficial. Below are additional ways in which the HAF will be marketed:

- SDHDA and Program Partners are encouraged to “provide outreach to and coordination with local court systems, local financial institutions, local offices of legal aid, organizations serving communities of color, and other applicable entities or organizations to increase awareness” of the program.
- SDHDA will also advertise available assistance “in both a newspaper of general circulation, social media and public service announcements”.
- Provide basic information about the application process, such as how much assistance is available, what information and documentation are required to apply, how long the process to apply and receive assistance may take, and how program staff will communicate with applicants after an application is submitted.
- Allow applicants to submit documentation in multiple formats and in different ways, such as by completing a web-based form via smartphone or on-line, uploading documents from a computer, or submitting a photo of required documents with a smartphone.
- To reduce time spent emailing or calling applicants, messaging and communication with applicants can be handled through the application portal. Applicants can access their application dashboard for application status and Program Partner messages; to check the status of an application or payment disbursements, or to report problems with payments.
- Due to documentation and confirmation of COVID-19 impact, applications will only be accepted by the household.

**Quality Control (QC):** SDHDA will be hiring a Program Manager whose main responsibility will be to monitor program regulatory requirements and maintain program consistency (see Exhibit H).

## READINESS TIMELINE

Community input is always welcome and valued. Input or ideas on how to distribute HAF funds was solicited. The public was invited to provide input and comments on the HAF Administration Plan/Guide in the following manner:

**June 16 through June 28, 2021:** SDHDA invites the public and stakeholders to review the HAF Administration Plan/Guide and provide written comments to:

South Dakota Housing Development Authority  
Attn: Brent  
3060 East Elizabeth  
P.O. Box 1237  
Pierre, SD 57501

A public notice was published in all of the South Dakota daily newspaper (see Exhibit I).

**June 23, 2021:** SDHDA conducted a public hearing at 9:00 AM CST via Zoom on the HAF Administration Plan/Guide, to accommodate those who prefer to make verbal comments (see Exhibit I).

**June 30, 2021:** HAF Administration Plan/Guide to the U.S. Department of the Treasury (extended to July 31, 2021 by U.S. Department of the Treasury).

**July 31, 2021:** HAF Administration Plan/Guide to the U.S. Department of the Treasury (extended to August 20, 2021 by U.S. Department of the Treasury).

**August 20, 2021:** HAF Administration Plan/Guide to the U.S. Department of the Treasury.

**October 8, 2021:** Phone conversation regarding the HAF plan was held

**November 1, 2021:** Email received from U.S. Department of the Treasury requesting additional information and some clarity to the plan.

**December 6, 2021:** Additional questions were answered and submitted to the U.S. Department of the Treasury.

**December 20, 2021:** Phone conversation regarding additional questions were answered by staff.

**December 22, 2021:** Email received from U.S. Department of the Treasury requesting additional information and some clarity to 4 questions in the plan.

**December 27, 2021:** Additional questions were submitted to the U.S. Department of the Treasury along with the updated HAF plan dated 12/22/21.

**December 27 through December 31, 2021:** U.S. Department of the Treasury approval granted.

**January 15, 2022:** Begin to take on-line applications.

In addition to public input, the HAF draft plan has been available on SDHDA's website since June 23, 2021. SDHDA staff has participated in regular (3+ weekly) discussions with other state HFAs and HAF grantees via virtual meetings and calls coordinated by the National Council of State Housing Agencies (NCSHA) to discuss ways to implement consistent programs across the country.

**BUDGET**

Treasury Award..... \$50,000,000

Reimbursement for funds to SDHDA (January 21, 2020 to present) \* ..... - \$250,000

Mortgage Assistance Program:

Mortgage Payments (P&I)..... \$32,657,000

HOA Fees (less than 500 projects)..... \$250,000

RE Taxes (\$1,600 / year X 2 years X 1,800)..... \$5,700,000

Insurances (\$1,950 X 2 X 1,800)..... \$7,000,000

Total Mortgage Assistance (\$25,000 X 1,800) \*\* ..... - \$45,607,000

Utility and Internet Assistance Program:

Utility (3% of the Direct Funding)..... \$1,350,000

Internet/Broadband (2% of the Direct Funding)..... \$900,000

Total Utility and Internet Assistance ..... - \$2,250,000

Administrative Costs:

Program Partners (6 hours X \$50 per hour X 1,800)..... \$540,000

Counseling (4 hours X \$50 per hour X 1,800)..... \$360,000

Program Manager (\$35 per hour X 2,080 X 5 years)..... \$364,000

SDHDA Staff (\$75 X 1,800)..... \$135,000

Marketing and Outreach (\$110 X 1,800)..... \$198,000

Software Support (\$25,000 X 5 years)..... \$125,000

Equipment ..... \$15,000

Legal Services ..... \$100,000

Audit..... \$30,000

Miscellaneous ..... \$26,000

Total Administrative Costs (3.79%)..... - \$1,893,000

Award Remaining - 0 -

\* SDHDA funding previously utilized to financially assist homeowners impacted by COVID -19

\*\* Based on Mortgage Bankers Association – National Delinquency Survey Q1 2021, 64,754 X 2.88% (2.59% serious delinquent plus 0.29% currently delinquent) = 1,865 loans

## **EXHIBIT A - FREQUENTLY ASKED QUESTIONS (FAQ)**

South Dakota Housing Development Authority and Program Partners are working to assist South Dakotans who have been impacted by COVID-19 and the related economic crisis. The funding is provided to South Dakota through the Homeowner Assistance Fund (HAF) program and was established under Section 3206 of the American Rescue Plan Act of 2021 (“the ARP”) to mitigate financial hardships associated with the coronavirus pandemic by providing funds to eligible entities for the purpose of preventing homeowner mortgage delinquencies, defaults, foreclosures, loss of utilities or home energy services, and displacements of homeowners experiencing financial hardship after January 21, 2020 through qualified expenses related to mortgages and housing.

If you are unable to pay mortgage, property insurance on your home, or utilities because of the pandemic, short-term financial assistance may be available. The following is a list of frequently asked questions that may help you decide if HAF can help you.

### **Q1. How do I know if I am eligible to receive assistance?**

To be eligible, a household must:

- Be a South Dakota resident – can be documented with a driver’s license, utility bills and/or lease agreement indicating location of their residence.
- Homeowner must have experienced a Qualified Financial Hardship after January 21, 2020.
- Homeowner must have owned the home on or before January 21, 2020 and currently occupy the property as their primary residence.
- Homeowner must meet the Homeowner Income Eligibility Requirements.
- Homeowner applicant must own and occupy not more than one property.
- Homeowner must attest that they experienced a financial hardship after January 21, 2020. The attestation must describe the nature of the financial hardship. (for example, job loss, reduction in income, or increased costs due to healthcare or the need to care for a family member).
- Homeowners who have previously filed for bankruptcy but who are no longer in bankruptcy must provide proof of court ordered “discharge” or “dismissal.”

- Homeowner must complete and sign an on-line application form, affidavit and a 3rd party authorization, if applicable.
- Homeowner agrees to provide all necessary documentation to satisfy program guidelines with timeframes established by SDHDA, including certification of Socially Disadvantaged status, as applicable.
- If applicable, the unpaid principal balance of the homeowner's first mortgage was, at the time of origination, was not greater than the Conforming Loan Limit in effect at the time of origination.
- Co-owners are not permitted to separately apply for HAF.
- Homeowners that have a reverse mortgage who are delinquent on property taxes or other mortgage related fees.

**Q2. Do I need to apply again if I previously received mortgage relief from South Dakota Cares Housing Assistance Program (SDCHAP)?**

Yes. You will need to submit a new on-line application if you first received assistance in 2020 or 2021. If you have received assistance in 2021 through SDCHAP, please do not submit another application for additional assistance. Instead, please refer to your tokenized email and contact the agency who processed your 2021 application and they will assist you with requesting HAF financial assistance.

**Q3. Do I have to have been impacted by COVID-19 to be eligible for this program?**

Yes. You must demonstrate negative economic or financial hardship due directly or indirectly to the coronavirus outbreak.

**Q4. Where do I start?**

Program Partners across South Dakota are available to help households complete an application and provide financial assistance. Once determined eligible, you will be asked to complete the full application and will be expected to submit required documentation before assistance is provided.

SDHDA is partnering with the following agencies to assist households, process applications and disburse financial assistance. Applicants will complete the on-line SD Cares application that can be found on the following websites:

- Helpline Center, Statewide  
<https://www.helplinecenter.org/2-1-1-community-resources>
- Interlakes Community Action Program, Madison  
<https://www.interlakescap.com>
- Rural Office of Community Services, Wagner

<https://www.rocsinc.org>

- Consumer Credit Counseling Service - Lutheran Social Services, Sioux Falls  
<https://www.lsssd.org>
- GROW SD, Sisseton  
<https://www.growsd.org>
- Western South Dakota Community Action, Rapid City  
<https://www.wsdca.org>
- Mazaska Owecaso Otipi Financial, Pine Ridge  
<http://mazaskacdfi.org>
- Neighborworks Dakota Home Resources, Deadwood  
<https://www.neighborworksdkhr.org>
- Pennington County Health and Human Services, Rapid City  
<https://www.pennco.org/hhs>
- *Lakota Funds, Kyle*  
<https://lakotafunds.org>
- *Codington County Welfare, Watertown*  
<https://www.codington.org/welfare/>
- South Dakota Housing Development Authority, Pierre  
[www.sdhda.org](http://www.sdhda.org)

**Q5. Can I apply using my smartphone?**

Yes, you can access and complete the application via your smartphone and upload pictures of the required documentation.

**Q6. What happens after I submit my application?**

You will receive an email indicating that your application has been received. This tokenized email will be your access to your application so it is very important that you do not lose this email. You will use this tokenized email to log back into the application, upload documents, to check status and communicate with your case manager.

Upon submission, your application will be assigned to one of the Program Partners and they will be in contact with you for any additional documents or information that may be necessary.

**Q7. What happens if I lose my tokenized email?**

If you are unable to find your tokenized email you will need to contact the Helpline Center at 211. The Helpline Center will be able to resend your email.

**Q8. Are unemployment benefits counted as household income?**

Yes, all unemployment benefits, including any pandemic unemployment assistance for COVID-19, should be included as income.

**Q9. What housing statuses are eligible for assistance?**

Housing statuses eligible for assistance include being at risk of losing your home or whose forbearance is about to expire.

Households that are literally homeless without a nighttime residence are not eligible. Households in such a circumstance should seek alternative resources such as Emergency Solutions Grants (ESG) funding - <https://www.sdhda.org/social-programs/emergency-solutions-grants-program> or by contacting 211 Helpline Center - <https://www.helplinecenter.org/>.

**Q10. Will I have to pay back the money I receive?**

Yes. The mortgage assistance will be structured as a 0% interest loan, no monthly payment and due on the earlier of (1) the date the mortgaged property is sold or transferred by Mortgagor, whether voluntarily or involuntarily or by operation of law; (2) the date a default occurs under the first Mortgage; (3) the date the mortgaged property ceases to be the principal residence of Mortgagor; or (4) the date the debt evidenced by the first Mortgage is refinanced, all payable according to the terms of said Note and this Mortgage.

The Utility and Internet assistance is a non-recourse grant.

**Q11. What jurisdiction do you cover?**

Assistance can be provided in all South Dakota counties. Keep in mind there may be a separate Tribal set-aside for Tribal areas.

**Q12. I need help applying. What are my options?**

Applications can be submitted electronically. If you need assistance in applying, simply dial 211 for the Helpline Center and they will assist you with the process.

Upon review of your application, staff will ask you to supply any additional documentation that is needed. The Program Partners, local public housing authorities, utility companies, libraries, your landlord, churches, and local government offices may be able to assist you with scanning and submitting documentation via email. All documents must include the applicant's name.

**Q13. I don't know when I will start earning income or when I will be sustainable again. Will I still qualify?**

Yes. Homeowners must affirm that they reasonably believe, based on the reinstatement and the homeowner's current financial circumstances, that homeowners will be able to continue making mortgage loan payments and avoid displacement.

**Q14. How much assistance can I receive?**

The maximum per household assistance is \$25,000 per household for Mortgage Assistance. This will include principal, interest, taxes, mortgage insurance, hazard insurance, flood insurance, late fees and applicable homeowner association fees. Disbursement to mortgage/housing lender/servicer may include up to the next three scheduled monthly payments if funds are available not to exceed the per household limit.

Up to \$300 per month per household for past due Utility Assistance, dating back to January 20, 2020 with no more than \$5,000 total (including Internet Assistance) to be paid. Assistance prioritized to prevent utility shut-off or restore utilities.

A flat \$50/month per household for Internet Assistance (to be included in the \$5,000 maximum). Additionally, preference would be to limit a one-time advance, per household however exception may be granted for multiple advances.

**Q15. If I have already paid my mortgage payment; can I get reimbursed?**

No, we cannot use the funds for reimbursement. The payment must be made for an amount actually owed.

**Q16. Are stimulus checks in March and December 2020 or March 2021 counted as household income?**

No, household stimulus checks are not included in calculation of income.

**Q17. I am not past-due yet but I have been furloughed or laid off. I know I will not be able to make my payment next month. Should I apply?**

Yes. However, borrowers must be delinquent by at least one payment, including any payments during a forbearance period.

**Q18. My payment is due today, can payment be made today?**

No. Application review and processing may take up to 15-20 days or longer. Applicant and payee will be notified upon payment approval and issuance. Payments may take an additional 10-15 days to arrive.

**Q19. How is payment made?**

Payments will be sent via check directly to the mortgage servicers and/or utility or internet providers. Payment should arrive within 10-15 days after notification of an approved application

**Q20. What happens if I don't have a phone where I can be reached for a follow-up?**

All applicants must be accessible by either phone or email. You may provide a release of information to authorize communication with a representative of yours that has an active phone number or email.

**Q21. What documents do I need to provide?**

Applicants may be asked to supply tax returns, a mortgage loan statement, or utilities due, proof of income (or lack of income), a state- or tribally-issued ID, and release of information.

**Q22. What if I don't have all the required documentation?**

You can submit an application without attaching all the required documentation. However, this will most likely lengthen the application review process. Applicants will be contacted to request missing information or additional documentation.

**Q23. I am out of work and cannot reach my employer. How do I prove my loss or reduction of income?**

A letter from your previous employer is the preferred documentation. In its absence, you can supply other documentation you believe demonstrates your loss or reduction of income. In the absence of proof of income or loss or reduction of income, you may be required to sign an Applicant Attestation – Zero Income form.

**Q24. Why does the government need to track my ethnicity or race?**

This is requested by the Federal Government to ensure our compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. If you do not wish to furnish the information, please check the appropriate box.

**Q25. Will you cover late fees?**

Yes. Mortgage assistance can cover non-excessive late fees that were incurred January 21, 2020 or thereafter, and are the result of COVID-19.

**Q26. Will you negotiate with my mortgage servicers or utility company?**

No. SDHDA and the Program Partners do not act as an intermediary between servicers or utility providers. Consider contacting the State Bar of South Dakota <http://statebarofsouthdakota.com> for legal assistance.

**Q27. Can I request assistance with my mortgage and my utilities in the same application?**

Yes. Households will only complete one application for all assistance requested.

**Q28. Is lot rent eligible?**

No, not from HAF funds, however payment for lot rent for manufactured homes may be considered for the Emergency Rental Assistance (ERA) program. Your Program Partner will review your eligibility for assistance from ERA. A lot rental verification or copy of the rental agreement is required prior for any payment being made from ERA.

**Q29. Can I apply for assistance for chattel mortgage payments associated with manufactured home financing?**

If the home is the applicant's primary residence, assistance can be provided with submission of the appropriate documentation of ownership.

**Q30. Can I apply for assistance for a contract for deed payments?**

No. Where the property owners of record are not the applicants, HAF funds cannot be used. Contract for deed payments may be considered for the Emergency Rental Assistance (ERA) program.

**Q31. I am participating in a mortgage forbearance program, am I eligible to apply?**

Maybe. If you are currently in a forbearance program, that has not expired, there is no risk of foreclosure so you would not be eligible to apply.

However, if the forbearance period has expired or will soon expire and you have been denied COVID-19 loss mitigation assistance to resolve the amount you were delinquent when the forbearance period expired, then yes you would be eligible to apply for assistance.

You are encouraged to contact your mortgage servicer to determine when your forbearance period ends, discuss how to resolve the delinquent payments at the end of the forbearance period and discuss whether you would qualify for a COVID-19 loss mitigation option.

**Q32. Will you pay the entire amount of the mortgage payment that is due?**

Yes, HAF funding can be used for principal, interest, taxes and insurances (PITI) and homeowners association fees, if applicable. Assistance may also be provided for utilities and internet expenses.

**Q33. If I don't need help making mortgage payments, can I still apply for help with unpaid utility bills?**

Yes. HAF can be used to help you catch up on unpaid utility bills up to program limits.

**Q34. I am in a rent-to-own agreement, am I eligible for assistance?**

8/20/21 (Revised 12/22/21)

Page 35

No. Because there is not an ownership interest in the unit, you are not eligible. Rent payments such as rent-to-own and mobile home lot rent, may be eligible through the Emergency Rental Assistance (ERA) program.

**Q35. If I've already received assistance, can I seek additional assistance?**

Possibly, but you must submit a request through your Program Partner for additional assistance. another application to be considered for additional assistance. Additional assistance may be approved when continued need is demonstrated and eligibility has been re-determined. Eligibility for additional assistance is subject to the availability of remaining funds. Keep in mind there is a \$25,000 limit on amount of HAF funds per household used for mortgage assistance.

**Q36. Can I make advance house payments?**

Assuming you qualify, up to three payments in advance could be included in your HAF request.

**Q37. I am current on my mortgage but my real estate or property taxes are past due. Can I qualify for assistance?**

Yes. However, keep in mind, for this purpose, real estate or property taxes are considered "delinquent" when due and not when assessed. Real estate or property taxes due prior to 2020 are not eligible.

**Q38. When do you look at income for income limit (area median income) purposes?**

On June 1, 2021 the income limits changed. If you are submitting a new application, the income limits dated June 1, 2021 will be used.

## EXHIBIT B - QUALIFYING HOUSEHOLD INCOME LIMITS

### 100% AREA MEDIAN INCOME

County Name	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8+ Person
Aurora	79,900	79,900	79,900	79,900	79,900	83,900	89,700	95,450
Bon Homme	79,900	79,900	79,900	79,900	79,900	82,950	88,700	94,400
Brookings	79,900	79,900	79,900	86,100	93,000	99,900	106,800	113,700
Brown	79,900	79,900	79,900	80,200	86,650	93,050	99,450	105,900
Campbell	79,900	79,900	79,900	79,900	79,900	84,000	89,800	95,600
Clay	79,900	79,900	79,900	80,000	86,400	92,800	99,200	105,600
Codington	79,900	79,900	79,900	79,900	84,250	90,500	96,750	103,000
Davison	79,900	79,900	79,900	79,900	79,900	83,650	89,450	95,200
Deuel	79,900	79,900	79,900	79,900	79,900	84,700	90,550	96,400
Douglas	79,900	79,900	79,900	79,900	80,600	86,550	92,550	98,500
Edmunds	79,900	79,900	79,900	81,900	88,500	95,050	101,600	108,150
Faulk	79,900	79,900	79,900	82,700	89,350	95,950	102,550	109,200
Grant	79,900	79,900	79,900	79,900	79,900	84,350	90,150	96,000
Hamlin	79,900	79,900	79,900	79,900	79,900	84,350	90,150	96,000
Hand	79,900	79,900	79,900	79,900	82,200	88,300	94,400	100,500
Hanson	79,900	79,900	79,900	79,900	86,000	92,350	98,750	105,100
Harding	79,900	79,900	79,900	79,900	79,900	82,850	88,550	94,250
Hughes	79,900	79,900	86,700	96,300	104,050	111,750	119,450	127,150
Hutchinson	79,900	79,900	79,900	79,900	79,900	84,800	90,650	96,500
Hyde	79,900	79,900	79,900	79,900	85,650	92,000	98,350	104,700
Kingsbury	79,900	79,900	79,900	79,900	79,900	85,150	91,050	96,900
Lake	79,900	79,900	79,900	81,700	88,250	94,800	101,350	107,850
Lawrence	79,900	79,900	79,900	79,900	81,450	87,500	93,500	99,550
Lincoln	79,900	79,900	79,900	82,500	89,100	95,700	102,300	108,900
McCook	79,900	79,900	79,900	82,500	89,100	95,700	102,300	108,900
Marshall	79,900	79,900	79,900	79,900	81,900	87,950	94,000	100,100
Meade	79,900	79,900	79,900	79,900	79,900	85,750	91,650	97,550
Minnehaha	79,900	79,900	79,900	82,500	89,100	95,700	102,300	108,900
Moody	79,900	79,900	79,900	79,900	81,450	87,500	93,500	99,550
Pennington	79,900	79,900	79,900	79,900	82,450	88,550	94,650	100,750
Perkins	79,900	79,900	79,900	79,900	79,900	83,200	88,950	94,650
Sanborn	79,900	79,900	79,900	79,900	79,900	83,550	89,300	95,050
Stanley	79,900	79,900	79,900	79,900	86,300	92,700	99,100	105,500
Sully	79,900	79,900	79,900	82,400	89,000	95,600	102,200	108,800
Turner	79,900	79,900	79,900	82,500	89,100	95,700	102,300	108,900
Union	79,900	79,900	79,900	79,900	79,900	85,050	90,900	96,800
Yankton	79,900	79,900	79,900	79,900	79,900	83,550	89,300	95,050
All Other Counties	79,900	79,900	79,900	79,900	79,900	81,350	86,950	92,550

\* Income Limits are the greater of 2 times the very low-income limit (50%) or the US Area Median Income (\$79,900) whichever is greater.

## 150% AREA MEDIAN INCOME

County Name	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8+ Person
Aurora	79,900	86,800	97,650	108,450	117,150	125,850	134,500	143,200
Bon Homme	79,900	85,800	96,550	107,250	115,850	124,450	133,000	141,600
Brookings	90,450	103,350	116,250	129,150	139,500	149,850	160,150	170,500
Brown	84,250	96,250	108,300	120,300	129,950	139,550	149,200	158,800
Campbell	79,900	86,900	97,750	108,600	117,300	126,000	134,700	143,400
Clay	84,000	96,000	108,000	120,000	129,600	139,200	148,800	158,400
Codington	81,900	93,600	105,300	117,000	126,400	135,750	145,100	154,450
Davison	79,900	86,550	97,350	108,150	116,850	125,500	134,150	142,800
Deuel	79,900	87,600	98,550	109,500	118,300	127,050	135,800	144,550
Douglas	79,900	89,550	100,750	111,900	120,900	129,850	138,800	147,750
Edmunds	86,000	98,300	110,600	122,850	132,700	142,550	152,350	162,200
Faulk	86,850	99,250	111,650	124,050	134,000	143,900	153,850	163,750
Grant	79,900	87,250	98,150	109,050	117,800	126,500	135,250	143,950
Hamlin	79,900	87,250	98,150	109,050	117,800	126,500	135,250	143,950
Hand	79,950	91,350	102,750	114,150	123,300	132,450	141,550	150,700
Hanson	83,600	95,550	107,500	119,400	129,000	138,550	148,100	157,650
Harding	79,900	85,700	96,400	107,100	115,700	124,250	132,850	141,400
Hughes	101,150	115,600	130,050	144,450	156,050	167,600	179,150	190,700
Hutchinson	79,900	87,750	98,700	109,650	118,450	127,200	136,000	144,750
Hyde	83,300	95,200	107,100	118,950	128,500	138,000	147,500	157,050
Kingsbury	79,900	88,100	99,100	110,100	118,950	127,750	136,550	145,350
Lake	85,800	98,050	110,300	122,550	132,400	142,200	152,000	161,800
Lawrence	79,900	90,500	101,800	113,100	122,150	131,200	140,250	149,300
Lincoln	86,650	99,000	111,400	123,750	133,650	143,550	153,450	163,350
McCook	86,650	99,000	111,400	123,750	133,650	143,550	153,450	163,350
Marshall	79,900	91,000	102,350	113,700	122,800	131,900	141,000	150,100
Meade	79,900	88,700	99,800	110,850	119,750	128,600	137,500	146,350
Minnehaha	86,650	99,000	111,400	123,750	133,650	143,550	153,450	163,350
Moody	79,900	90,500	101,800	113,100	122,150	131,200	140,250	149,300
Pennington	80,150	91,600	103,050	114,450	123,650	132,800	141,950	151,100
Perkins	79,900	86,050	96,800	107,550	116,200	124,800	133,400	142,000
Sanborn	79,900	86,400	97,200	108,000	116,650	125,300	133,950	142,600
Stanley	83,900	95,900	107,900	119,850	129,450	139,050	148,650	158,250
Sully	86,550	98,900	111,250	123,600	133,500	143,400	153,300	163,200
Turner	86,650	99,000	111,400	123,750	133,650	143,550	153,450	163,350
Union	79,900	88,000	99,000	109,950	118,750	127,550	136,350	145,150
Yankton	79,900	86,400	97,200	108,000	116,650	125,300	133,950	142,600
All Other Counties	79,900	84,150	94,650	105,150	113,600	122,000	130,400	138,800

\* Income Limits are the greater of 3 times the very low-income limit (50%) or the US Area Median Income (\$79,900) whichever is greater.

**EXHIBIT C – FORMS**

**APPLICANT ATTESTATION – GENERAL**



**APPLICANT  
ATTESTATION  
(General)**

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Property Address

Applicant Statement regarding:

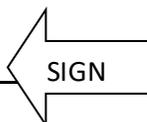
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Certification:

I hereby certify under penalties provided by law that the information provided is true and complete. I understand and agree that if I make false statements, I may be held responsible to repay South Dakota Housing Development Authority the full amount of any benefits received improperly, plus any interest charges.

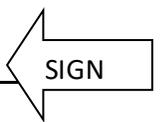
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature



\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature



Date

Date

**APPLICANT ATTESTATION – ZERO INCOME**



**APPLICANT  
ATTESTATION  
(Zero Income)**

When applicants for the Homeowner Assistance Fund (HAF), indicate their household has zero income, the applicant and each adult member of their household are required to complete this form. This form will provide additional information that is necessary to process your application and verify your eligibility for assistance. In your application, you reported that you earned Zero income for at least one month after January 21, 2020.

**Applicant Information**

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Property Address

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone Number

Please complete this section if you reported Zero income on your Homeowner Assistance Fund (HAF) application.

I certify that for the months listed below for 2020 and/or 2021 and/or 2022, I did not receive any income (please list each month where you had Zero income):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify that during the months listed above, I DID NOT receive income from any of the following sources on the next page:

**APPLICANT ATTESTATION – ZERO INCOME** (continued)

1. Employment by any private or public employer;
2. Unemployment compensation benefits;
3. Social Security benefits;
4. Any type of annuity benefits;
5. Public assistance;
6. Child support;
7. Pension or veteran's benefits;
8. Maternity or other leave benefits;
9. Money from friends, relatives, or aid organizations on a regular basis;
10. Income from any other source.

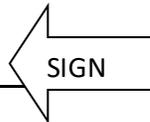
Certification:

I hereby certify under penalties provided by law that the information provided is true and complete. I understand and agree that if I make false statements, I may be held responsible to repay South Dakota Housing Development Authority the full amount of any benefits received improperly, plus any interest charges.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

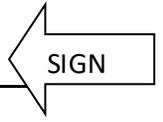
\_\_\_\_\_  
Date



\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## BORROWER(S) CONSENT / THIRD PARTY AUTHORIZATION



## BORROWER(S) CONSENT THIRD PARTY AUTHORIZATION

### HOMEOWNER ASSISTANCE FUND (HAF)

“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, sub contractors, 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

---

Account Number

Property Address: \_\_\_\_\_

**BORROWER(S) CONSENT FORM / THIRD PARTY AUTHORIZATION** (continued)

THIRD PARTIES:

\_\_\_\_\_  
Counseling Agency

\_\_\_\_\_  
Contact Name Phone Number

\_\_\_\_\_  
South Dakota Housing Development Authority

\_\_\_\_\_  
Contact Name Phone Number  
605-773-3181

\_\_\_\_\_  
Other Third Party

\_\_\_\_\_  
Contact Name Phone Number

**The following are optional:**

\_\_\_\_\_  
Second Mortgage Lender/Servicer Name

\_\_\_\_\_  
Account Number Phone Number

\_\_\_\_\_  
Hazard Insurance Company

\_\_\_\_\_  
Policy Number Phone Number

\_\_\_\_\_  
Condominium Association (if applicable)

\_\_\_\_\_  
Contact Name Phone Number

\_\_\_\_\_  
County Taxing Authority

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Name of Owner

\_\_\_\_\_  
Employer Phone Number

\_\_\_\_\_  
Name of Owner

\_\_\_\_\_  
Employer Phone Number

\_\_\_\_\_  
Owner's Attorney

\_\_\_\_\_  
Contact Phone Number

\_\_\_\_\_  
Other Designated Representative(s)

\_\_\_\_\_  
Relationship Phone Number

\_\_\_\_\_  
Other

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Other

\_\_\_\_\_  
Phone Number

Other \_\_\_\_\_

Phone Number \_\_\_\_\_

**BORROWER(S) CONSENT FORM / THIRD PARTY AUTHORIZATION** (continued)

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

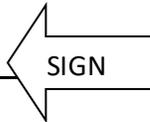
Owner

Co-Owner

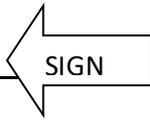
Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_



Signature \_\_\_\_\_



Date \_\_\_\_\_

Date \_\_\_\_\_

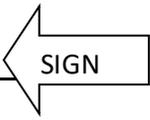
Additional Co-Owner

Additional Co-Owner

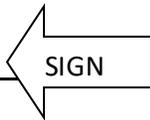
Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_



Signature \_\_\_\_\_



Date \_\_\_\_\_

Date \_\_\_\_\_

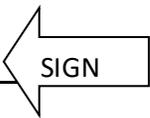
Co-Signer

Additional Co-Owner

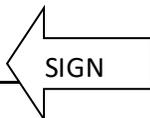
Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_



Signature \_\_\_\_\_



Date \_\_\_\_\_

Date \_\_\_\_\_

## BORROWER(S) MORTGAGE

Prepared By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## MORTGAGE AND SECURITY AGREEMENT ONE HUNDRED EIGHTY DAY REDEMPTION (Due on Sale)

### HOMEOWNER ASSISTANCE FUND (HAF)

THIS MORTGAGE ("Mortgage") is made this \_\_\_\_\_ day of \_\_\_\_\_, **2022** by \_\_\_\_\_ (hereafter referred to as the "Mortgagor(s)"), to SOUTH DAKOTA HOUSING DEVELOPMENT AUTHORITY, a public body politic and corporate of the State of South Dakota, created and existing pursuant to the South Dakota Housing Development Authority Act, SDCL Chapter 11-11, having its principal office and post office address at 3060 E. Elizabeth Street and P.O. Box 1237, Pierre, South Dakota 57501-1237 (hereinafter referred to as "Mortgagee" or as "SDHDA").

WITNESSETH, that, in consideration of the sum of **up to Twenty-Five Thousand Dollars and 00/100 Cents (\$25,000.00)**, in hand paid to the Mortgagor, and for other good and valuable consideration, the receipt and sufficiency of which sum and consideration is hereby acknowledged, the Mortgagor does hereby mortgage, bargain, sell and grant a security interest in and convey unto the Mortgagee, its successors and assigns, forever, all the tract(s) or parcel(s) of land (hereinafter referred to as "Land") located in the County of \_\_\_\_\_ and State of South Dakota, described in Exhibit A attached hereto and by this reference made a part hereof, together with all the rents, issues, profits, proceeds, and all other interests now and hereafter pertaining to the Land or any improvement or fixture thereon (all of the foregoing, together with the Land, are hereinafter referred to as "Mortgaged Property");

TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee, its successors and assigns, forever.

PROVIDED, NONETHELESS, that the Mortgagor (i) shall pay to the Mortgagee, which sum shall be due and payable on the maturity date of \_\_\_\_\_, \_\_\_\_\_ if not sooner paid, the sum of **up to Twenty-Five Thousand Dollars and 00/100 Cents (\$25,000.00)**, premium, if any, and interest thereon, in accordance with the terms of that certain Promissory Note (hereinafter referred to as "Note") of Mortgagor of even date herewith payable, to the order of the Mortgagee, which Note is payable according to its terms, and (ii) shall also pay all other sums, as may be payable by the Mortgagor to the Mortgagee in accordance with this Mortgage or the payment of which may now or hereafter be secured by this Mortgage.

## **BORROWER(S) MORTGAGE (continued)**

Mortgagor further warrants and covenants that the Mortgagee shall quietly enjoy and possess the Mortgaged Property; that the Mortgagor will warrant and defend the title to the Mortgaged Property against all claims, whether now existing or hereafter arising; and that all buildings, improvements and fixtures now or hereafter located on the Land are, or will be, located entirely within the boundaries of the Land. The foregoing warranties and all warranties and covenants contained in any other written document or agreement incorporated herein shall survive foreclosure of this Mortgage and shall run with the Land.

### **THE PARTIES AGREE THAT THE PROVISIONS OF THE ONE HUNDRED EIGHTY DAY REDEMPTION MORTGAGE ACT GOVERN THIS MORTGAGE.**

The Mortgagor further covenants and agrees as follows:

1. PAYMENT OF INDEBTEDNESS AND COMPLIANCE WITH OTHER AGREEMENTS. The Mortgagor will pay promptly when due the Promissory Note and all other Indebtedness, at the stated maturity date or dates, or earlier in the event of acceleration. The Mortgagor will promptly and faithfully observe all of their obligations and will permit or suffer no default or event of default to occur, under this Mortgage, the Promissory Note secured hereby, filed and of record in the office of the Register of Deeds, of \_\_\_\_\_ County, South Dakota, of even date herewith between Mortgagor and Mortgagee, and any other agreement now in effect or hereafter made between the Mortgagor and the Mortgagee with respect to the transaction evidenced by the Note and this Mortgage. The provisions of the Note and the Agreements itemized in this paragraph 1 are hereby incorporated by reference into this Mortgage, as fully as if set forth at length and in detail herein.

2. COMPLIANCE WITH LAWS. The improvements made and to be made up on the Land above described and together with all plans and specifications comply with all municipal ordinances and with all rules of the applicable fire rating or inspection organization, bureau, association or office which are now or may hereafter become applicable.

3. USE OF MORTGAGED PROPERTY. Mortgagor will use the Mortgaged Property for the Mortgagor's principal residence.

Mortgagor will not permit or suffer the use of any of the Mortgaged Property for any purpose other than the use for which the same is intended at the time of execution of this Mortgage which purpose is set forth above. The Mortgagor will keep the buildings and other improvements now or hereafter erected on the Land in good repair and condition, ordinary depreciation excepted. The Mortgagor will not commit or permit waste, will not permit the Mortgaged Property to become or be operated as a nuisance, and will not alter the design or structural character of any building now or hereafter erected on the Land without the prior written consent of the Mortgagee, will not do any act or thing which would unduly impair or depreciate the value of the Mortgaged Property, and will not abandon the Mortgaged Property. The Mortgagor will not remove from the Land any fixture included in the Mortgaged Property unless the same is immediately replaced with like property, also subject to the lien and security interest of this Mortgage, of at least equal value and utility. The Mortgagor will comply with all present and future laws, ordinances, regulations and requirements of any governmental body applicable to the Mortgaged Property and to the occupancy and operation thereof.

4. MORTGAGOR'S DUTY TO PAY TAXES. The Mortgagor will pay, before a fine or penalty might attach for nonpayment thereof, all taxes and assessments and all other charges whatsoever levied upon or assessed, placed or made against the mortgaged property.

5. INSURANCE. At its own expense, the Mortgagor will keep the improvements now existing or hereafter erected on the Mortgaged Property insured against loss by fire and such other hazards, casualties, and contingencies as may be required from time to time by the Mortgagee. The Mortgaged

Property must be insured by a company which is rated not less than "B+" by A.M. Best Company, and the coverage must be for no less than the full amount of all mortgage indebtedness. Such policy shall be

## **BORROWER(S) MORTGAGE** (continued)

endorsed with standard Mortgagee clause with loss payable to the Mortgagee, shall have a replacement cost endorsement, and shall be deposited with the Mortgagee.

6. NO SALE OR LEASE. It is hereby expressly agreed by Mortgagor that Mortgagor shall not sell, lease, or otherwise encumber the Mortgaged Property or permit the assumption of this Mortgage without the express written consent of Mortgagee, by its Authorized Officer, which consent will only be given in cases of a grant of easements, licenses or rights-of-way over, under or upon the Mortgaged Property which, in the opinion of the Mortgagee, do not destroy or diminish its usefulness for the purpose intended.

If the Mortgage Property is sold without the express prior written consent of the Mortgagee, the outstanding principal balance may at the option of the Mortgagee be declared immediately due and payable upon sixty (60) days notice to the Mortgagor, and this Mortgage foreclosed as provided in the South Dakota One Hundred Eighty Day Redemption Mortgage Act.

7. NO DISCRIMINATION. So long as this Mortgage and the Note secured hereby are held by the South Dakota Housing Development Authority, Mortgagor will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the Mortgaged Property on the basis of race, creed, color, religion, sex, handicap or familial status.

8. PREPAYMENT. The Note provides that the Indebtedness may be partially or fully prepaid at any time without paying any prepayment charge.

9. EVENTS OF DEFAULT. Each of the following occurrences shall constitute an event of default, hereunder (herein called an "Event of Default"):

- (a) The Mortgagor shall fail to pay the Note in accordance with its terms or shall fail to perform or observe any of the covenants or commitments contained in this Mortgage which are stated in paragraph 1, or in any other agreement incorporated herein, and such failure shall continue for thirty (30) calendar days (or with respect to other agreements incorporated herein, such failure shall not be cured within the number of days specified therein if specified therein);
- (b) Any warranty of title made by the Mortgagor in this Mortgage shall be breached or broken;
- (c) Any representation or warranty by the Mortgagor in any of the Agreements identified or referred to in paragraph 1 or in any financial statements or reports submitted to the Mortgagee by or on behalf of the Mortgagor shall prove false or materially misleading;

10. ACCELERATION; FORECLOSURE. Upon the occurrence of any Event of Default or at any time thereafter until such Event of Default is cured to the written satisfaction of the Mortgagee, the Mortgagee may, at its option, upon twenty days notice to the Mortgagor, exercise one or more of the following rights and remedies available to it:

- (a) The Mortgagee may declare immediately due and payable all Indebtedness secured by this Mortgage, and the same shall thereupon be immediately due and payable, without notice or demand; and
- (b) The Mortgagee may (and is hereby authorized and empowered to) foreclose this Mortgage by action or advertisement, pursuant to the statutes of the State of South Dakota, power being expressly granted to sell the Mortgaged Property at public auction (with the option

being granted to the Mortgagee to set forth conditions to such sale including covenants of the Mortgagor contained herein or documents referred to herein relating to the use of the Mortgaged Property) and convey the same to the purchaser in fee simple (with or without such conditions or restrictive covenants) and, out of the proceeds arising from such sale, to pay all Indebtedness secured hereby with interest, and all legal costs and charges of such

## **BORROWER(S) MORTGAGE (continued)**

foreclosure and attorney's fees as permitted by statute, which costs, charges and fees the Mortgagor agrees to pay.

11. NOTICES. Except as otherwise provided herein, whenever any approval or notice on behalf of the Mortgagee is required under this Mortgage or whenever any action on behalf of the Mortgagee is required or permitted, the Executive Director of the Mortgagee shall have the power and right to approve, give notice or act on behalf of the Mortgagee. Any notice from the Mortgagee to the Mortgagor under this Mortgage shall be deemed to have been given by the Mortgagee and received by the Mortgagor, when mailed by certified mail by the Mortgagee to the Mortgagor at the following address:

\_\_\_\_\_, or at such other address as the Mortgagor may designate to the Mortgagee, by certified mail received by the Mortgagee at 3060 E. Elizabeth Street, P.O. Box 1237, Pierre, South Dakota 57501-1237, or such other address as the Mortgagee may designate by written notice.

12. GOVERNING LAW; SEVERABILITY. This Mortgage shall be governed by the laws of the State of South Dakota. In the event that any provision or clause of this Mortgage conflicts with applicable law, such conflict shall not affect any other provision of this Mortgage which can be given effect without the conflicting provisions, and to this end, the provisions of the Mortgage are declared to be severable.

13. MISCELLANEOUS RIGHTS OF MORTGAGEE. Any personal property remaining upon the Mortgaged Property, after the Mortgaged Property has been possessed or occupied by the Mortgagee or its agent following foreclosure of this Mortgage, or under any deed in lieu of foreclosure, shall be conclusively presumed to have been abandoned by the Mortgagor, and Mortgagor covenants that Mortgagor will upon written request of Mortgagee execute a warranty bill of sale transferring title to such personal property to Mortgagee. In the event Mortgagor should abandon the Mortgaged Property during any period of redemption following foreclosure, the Mortgagee may apply to the Circuit Court for an Order reducing the redemption period to not less than 60 days.

14. Mortgagor and Mortgagee agree to execute and deliver any instruments in writing necessary to carry out any agreement, term, condition or assurance in this Mortgage whenever occasion shall arise and reasonably request for such instruments shall be made.

15. Mortgagor hereby relinquishes all of Mortgagor's rights of homestead in same Land and warrants that Mortgagor is the owner in fee of same Land.

16. This Mortgage shall be governed, as applicable, by tribal law, the laws of the United States, and the laws of the State of South Dakota.

IN WITNESS WHEREOF, the Mortgagor(s) accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Mortgagor(s) and recorded with this Mortgage the day and year first above written.

---

**Mortgagor**

---

**Mortgagor**



(SEAL)

\_\_\_\_\_  
Notary Public, State of South Dakota

My Commission Expires: \_\_\_\_\_

**BORROWER(S) MORTGAGE** (continued)

**EXHIBIT A TO THE MORTGAGE**

The said real property is situated within the State of South Dakota County of \_\_\_\_\_ and is legally described as follows:

## BORROWER(S) PROMISSORY NOTE



## PROMISSORY NOTE (Due on Sale)

### HOMEOWNER ASSISTANCE FUND (HAF)

PROPERTY ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

FOR VALUE RECEIVED, THE UNDERSIGNED (the "Mortgagor(s)" JOINTLY AND SEVERALLY PROMISE TO PAY to the order of South Dakota Housing Development Authority, with an address at 3060 East Elizabeth Street, P.O. Box 1237, Pierre, South Dakota, 57501-1237, Pierre, South Dakota, 57501-1237 (hereinafter referred to as "SDHDA") the principal sum of **up to Twenty-Five Thousand Dollars and 00/100 Cents (\$25,000.00)**, ("Loan Amount") from the date hereof on the unpaid balance. No monthly principal or interest payments are required. The annual rate of interest is zero percent (0%).

- A. All unpaid Principal amount of the loan shall only be due and payable on the earlier of the following dates (the "Due Date"):
1. The date the Mortgaged Property is sold or transferred by the Mortgagor, whether voluntarily or involuntarily or by operation of law;
  2. The date a default occurs under the terms of any loan secured by a lien to which the Mortgage and Security Agreement is subordinate (the "First Loan");
  3. The date the Mortgaged Property ceases to be the principal residence of the Mortgagor.
  4. The date the debt evidenced by the first Mortgage is refinanced, all payable according to the terms of said Note and this Mortgage.
- B. This Note is secured by a Mortgage of even date upon the principal residence (Residence) of the Mortgagor.
- C. The obligation of the undersigned to make repayment of the Loan Amount, as evidenced by this Note, is secured by all existing and future security agreements and interests which are contained in security agreements, real estate mortgages, contract assignments, and any other loan documents between the undersigned and SDHDA, or the holder or endorser or guarantor of this Note, and payment may be accelerated according to any of such documents, upon a condition of default existing therein. The undersigned agree that the holder of this Note may, without notice or demand, set off against any credit balance or other money now or hereafter owed the undersigned by the holder, any sum owed pursuant to this Note.
- D. This Note may be partially or fully prepaid at any time without paying any prepayment charge.
- E. If the undersigned breaches any of the covenants or agreements contained in this Promissory Note, or in the mortgage referred to in paragraph B above, the Loan Amount shall become immediately due and payable without notice at the option of the holder of this Note, and thereupon the undersigned agrees to pay all costs of collection, including a reasonable attorney's fee. A failure to exercise this

option shall not constitute a waiver of the right to declare the sum due and payable at once at any other subsequent time.

**BORROWER(S) PROMISSORY NOTE** (continued)

- F. In the event that Mortgagor were to sell their Residence without the prior written consent of SDHDA, or contrary to any of the Loan Documents entered into by Borrower simultaneously herewith, then the Loan Balance shall also be immediately due and payable to SDHDA

Without affecting the liability of any maker, endorser, surety or guarantor, the holder may, without notice, renew or extend the time for payment, accept partial payments, release or impair any collateral which is security for the payment of the undersigned's obligations, as evidenced by this note, or agree not to sue any party liable. Any maker, endorser, surety or guarantor further agrees that the holder is not required to first resort for payment to any collateral.

Presentment, demand, protest, notice, and diligence in bringing suit against any party are hereby waived by all persons signatory hereto, either as makers, endorsers, sureties, or guarantors.

- G. This Promissory Note shall be governed, as applicable, by tribal law, the laws of the United States, and the laws of the State of South Dakota.

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

**MH RETENTION AGREEMENT (PERSONAL PROPERTY)**



**RETENTION AGREEMENT  
(PERSONAL PROPERTY)  
(Due on Sale)**

**HOMEOWNER ASSISTANCE FUND (HAF)**

The undersigned, \_\_\_\_\_, (“Owner”), is the owner of certain personal property located at \_\_\_\_\_ City of \_\_\_\_\_, County of \_\_\_\_\_, South Dakota, and more particularly described in Exhibit A attached hereto and incorporated herein for all purposes (the “Property”). For value received, the adequacy and sufficiency of which are hereby acknowledged, Owner does hereby impress the Property with the following restrictions:

For purposes of these restrictions, the following terms have meaning indicated:

“Lender” means South Dakota Housing Development Authority (SDHDA), P.O. Box 1237, Pierre, SD 57501.

“HAF” means the Homeowner Assistance Fund.

“HAF Loan” means the amount funded in association with the HAF program as prescribed by the applicable rules and regulations.

1. SDHDA is to be given notice of any sale or refinancing of the Property that occurs prior to the end of the events stated in the Promissory Note dated \_\_\_\_\_.
2. This instrument and these restrictions are subordinate to the rights and liens, if any, under any valid outstanding or personal lien, currently of record. The obligation to repay the HAF Loan shall terminate after any foreclosure and/or repossession.
3. Owner understands and agrees that this instrument shall be governed by the laws of the State of South Dakota and that venue for any action to enforce the provisions of this instrument shall be in \_\_\_\_\_ County.
4. Owner understands and agrees that the existence of this instrument shall be noted on the certificate of title for the Property as authorized and permitted under the laws and regulations of the State of South Dakota in which the Property is registered and licensed from time to time.

\_\_\_\_\_  
Mortgagor Date

\_\_\_\_\_  
Mortgagor Date



**MH RETENTION AGREEMENT (PERSONAL PROPERTY) (continued)**

**EXHIBIT A TO THE RETENTION AGREEMENT (PERSONAL PROPERTY)**

The said personal property is situated within the State of South Dakota County of \_\_\_\_\_ and is legally described as follows (Insert legal description of personal property: VIN number, location, etc.)

## NO HELP LETTER (SAMPLE)

Date

Borrower Name(s)  
Address  
City, State and Zip

RE: Loss Mitigation

Dear Borrower(s):

Your COVID-19 Forbearance has expired or will expire soon. Mortgage Servicer has reviewed your loan for loss mitigation options. Your loan currently does not qualify for loss mitigation or you have exhausted all help available through your loan insurer.

To prevent foreclosure on your loan and to see if you qualify for the Homeowner Assistance Fund (HAF) please contact the Help Line Center at 211 or <https://www.helplinecenter.org/2-1-1-community-resources> if you have any further questions or concerns.

Sincerely,

Mortgage Servicer  
Loss Mitigation Specialist  
Phone Number  
Email Address

**PROGRAM SERVICES CONTRACT**



**PROGRAM SERVICES CONTRACT**

**HOMEOWNER ASSISTANCE FUND (HAF)**

This Program Services Contract (the "Agreement") is made and entered into this day \_\_\_\_\_ of \_\_\_\_\_, 2022, by and between the South Dakota Housing Development Authority, an independent public instrumentality of the State of South Dakota established under South Dakota Codified Law § 11-11-10, of 3060 East Elizabeth Street, Pierre, South Dakota, (the "Authority") and \_\_\_\_\_, a South Dakota non-profit corporation, of \_\_\_\_\_, South Dakota (the "Consultant").

WHEREAS, pursuant to the American Rescue Plan (H.R. 1319), the Authority has received an allocation of \$50 Million in funding from the U.S. Department of the Treasury ("Treasury") to be used on a statewide basis to assist homeowners in mitigating financial hardships associated with the coronavirus pandemic including the prevention of mortgage delinquencies, defaults, foreclosures, loss of utilities or home energy services, and displacement of homeowners experiencing financial hardship after January 21, 2020, through qualified expenses related to mortgages and housing (the "Homeowner Assistance Fund" or "HAF" program); and

WHEREAS, the Authority may, in its discretion, further allocate the HAF funds Authority received or retain such contractors as may be necessary to operate the HAF as outlined in applicable Treasury guidance; and

WHEREAS, the Authority seeks the Consultant's program services to support Authority's provision of assistance to individuals and families through the HAF program.

NOW THEREFORE, the Authority and the Consultant hereby enter into this Agreement for the provision of program services in consideration of and pursuant to the terms and conditions set forth herein.

1. Program Services. The Consultant shall provide program services to support the HAF program as more fully set out in the Scope of Work attached hereto as Exhibit A and hereby incorporated by reference.
2. Term of Services. The Consultant's services under this Agreement shall commence on December 22, 2021, and end on September 30, 2025, unless sooner terminated pursuant to the terms hereof.
3. Payments and Contract Amount. The services to be performed by the Consultant under this Agreement are as follows:
  - Software modification and ongoing reporting and updates .....\$ \_\_\_\_\_
  - Call center staff to assist with call .....\$ \_\_\_\_\_ per month
  - Administrative staff for program administration .....\$ \_\_\_\_\_ per month

- Two housing specialists to assist callers with completing applications and problem-solving issues - \$\_\_\_\_\_ per month

The TOTAL CONTRACT AMOUNT is an amount not to exceed \$\_\_\_\_\_.

**PROGRAM SERVICES CONTRACT** (continued)

The Authority shall make payment for services upon satisfactory completion of the services. Payment shall be made pursuant to itemized monthly invoices. Payment shall be made consistent with SDCL Chapter 5-26.

4. Tax Identification Number. The Consultant shall provide the Authority with its Employer Identification Number or Social Security Number upon execution of this Agreement.
5. Hold Harmless/Indemnification. The Consultant shall indemnify and hold the Authority, the State of South Dakota, and their officers, agents, and employees, harmless from and against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services hereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of the Authority or the State, its officers, agents, or employees. The Consultant's obligations under this provision shall survive termination of this Agreement.
6. Insurance. Before beginning work under this Agreement, the Consultant shall furnish the Authority with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. The Consultant, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits listed below. In the event of a substantial change in insurance, issuance of a new policy, cancellation, or nonrenewal of the policy, the Consultant shall provide immediate notice to the Authority and provide a new certificate of insurance showing continuous coverage in the amounts required. The Consultant shall furnish copies of insurance policies if requested by the Authority.

A. Commercial General Liability Insurance:

The Consultant shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

The Consultant agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00.

C. Business Automobile Liability Insurance:

The Consultant shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$500,000.00 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

D. Worker's Compensation Insurance:

The Consultant shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

7. Independent Contractor/No Use of Authority Property. While performing services hereunder, the Consultant is an independent contractor and not an officer, agent, or employee of the Authority or the State of South Dakota. The Consultant shall not use Authority equipment, supplies, or facilities.

## **PROGRAM SERVICES CONTRACT (continued)**

8. Report of Injuries. The Consultant agrees to report to the Authority any event encountered in the course of performance of this Agreement which results in injury to a person or property or which may otherwise subject the Consultant or the Authority to liability. The Consultant shall report any such event to the Authority immediately upon discovery.

The Consultant's obligation under this section shall only be to report the occurrence of any event to the Authority and to make any other report provided for by their duties or applicable law. The Consultant's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the Authority under this section shall not excuse or satisfy any obligation of the Consultant to report any event to law enforcement or other entities under the requirements of any applicable law.

9. Termination. This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Consultant breaches any of the terms or conditions hereof, this Agreement may be terminated by the Authority at any time with or without notice, in which case the Authority may (i) reduce any payments due to the Consultant at the time of termination to cover any additional costs to the Authority due to the Consultant's breach, (ii) take over the work, and (iii) contract with another party to complete the work under this Agreement. If, after the Authority terminates for a breach by the Consultant, it is determined that the Consultant was not at fault, then the Consultant shall be paid for eligible services rendered and expenses incurred up to the date of termination.
10. Funding. This Agreement depends upon the continued availability of federal HAF funds. If the federal government changes the requirements of its HAF funding, the HAF funds become unavailable by operation of law, the HAF funds available to the Authority are reduced for any reason, or there are any other changes in federal or South Dakota law that limit the Authority's receipt or use of HAF funds, then this Agreement may be terminated by the Authority in its sole discretion. Termination for any of these reasons is not a default by the Authority nor does it give rise to a claim against the Authority.
11. Assignment and Amendment. This Agreement may not be assigned without the express prior written consent of the Authority. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.
12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
13. Compliance with Applicable Law. The Consultant shall comply with, and shall be responsible for obtaining current information with respect to, all federal, state and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to HAF and

the provision of services pursuant to this Agreement. Specifically, but without limitation, the Consultant shall abide by all applicable provisions of the following:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et. seq.);
- B. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686);
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794);
- D. Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et. seq.);
- E. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et. seq.);
- F. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended;

## **PROGRAM SERVICES CONTRACT (continued)**

- G. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970(P.L. 91-616), as amended;
  - H. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended;
  - I. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et. seq.);
  - J. The Civil Rights Restoration Act of 1987;
  - K. The Drug-Free Workplace Act of 1988 (41 U.S.C. 702);
  - L. The Buy America Act (49 U.S.C. 5323 (j));
  - M. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328);
  - N. Executive Order 11246 Equal Employment Opportunity;
  - O. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708);
  - P. Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387);
  - Q. Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180);
  - R. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352);
  - S. New Restrictions on Lobbying (31 C.F.R. Part 21).
14. Subcontractors. The Consultant shall not use subcontractors to perform the services described herein without the express prior written consent of the Authority. The Consultant shall include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the Authority, and to provide insurance coverage for the benefit of the Authority in a manner consistent with this Agreement. The Consultant shall cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits, and requirements and shall adopt such review and inspection procedures as are necessary to assure such compliance.
15. No Waiver. The approval by the Authority of any services or deliverables furnished by the Consultant shall not in any way relieve the Consultant of its responsibility for the professional and technical accuracy and adequacy of its work. The Authority's review, approval, acceptance, or payment for any of the Consultant's services or deliverables herein shall not be construed to operate as a waiver of any of the Authority's rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to the Authority caused by the Consultant's performance or failure to perform under this Agreement.

16. Consultant's Representations and Warranties. The Consultant represents and warrants that:
- A. The Consultant is an entity duly organized, validly existing, and in good standing under the laws of its state of organization and has all requisite power and authority to execute, deliver, and perform its obligations under this Agreement;
  - B. The execution, delivery, and performance of this Agreement has been duly authorized by the Consultant and no approval, authorization, or consent of any governmental or regulatory agency is required to be obtained in order for the Consultant to enter into this Agreement and perform its obligations under this Agreement;

### **PROGRAM SERVICES CONTRACT (continued)**

- C. The Consultant is duly authorized to conduct business in and is in good standing in each jurisdiction in which the Consultant shall conduct business in connection with this Agreement;
  - D. The Consultant has obtained all licenses, certifications, permits, and authorizations necessary to perform the services under this Agreement and currently is in good standing with all regulatory agencies that regulate any and all aspects of the Consultant's performance of the services. The Consultant shall maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense.
17. Confidentiality of Information. For the purpose of this Agreement, "Authority Proprietary Information" shall include all information disclosed to the Consultant by the Authority. The following provisions govern Authority Proprietary Information:
- A. The Consultant acknowledges that it shall have a duty to not disclose any Authority Proprietary Information to any third person for any reason without the express written permission of an Authority officer or employee with authority to authorize the disclosure. The Consultant shall not: (i) disclose any Authority Proprietary Information to any third person unless otherwise specifically allowed under this Agreement; (ii) make any use of Authority Proprietary Information except to exercise rights and perform obligations under this Agreement; (iii) make Authority Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. The Consultant is held to the same standard of care in guarding Authority Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and the standard of care shall be no less than holding Authority Proprietary Information in the strictest confidence. The Consultant shall protect confidentiality of the Authority's information from the time of receipt to the time that such information is either returned to the Authority or destroyed to the extent that it cannot be recalled or reproduced. Authority Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to the Consultant; (ii) was known to the Consultant without restriction at the time of disclosure from the Authority; (iii) is disclosed with the prior written approval of Authority officers or employees having

authority to disclose such information; (iv) was independently developed by the Consultant without the benefit or influence of the Authority's Proprietary Information; (v) becomes known to the Consultant without restriction from a source not connected to the Authority or the State of South Dakota. Authority's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the Authority or the State of South Dakota provides services of any kind. The Consultant acknowledges that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable, and the Consultant shall immediately notify the Authority of any disclosure of Proprietary Information, whether intentional or inadvertent. The Parties mutually agree that neither of them shall disclose the contents of the Agreement except as required by applicable law or as necessary to carry out the terms of the Agreement or to enforce that party's rights under this Agreement. The Consultant acknowledges that the Authority and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws, and it is therefore not a breach of this Agreement for the Authority to take any action that the Authority reasonably believes is necessary to

### **PROGRAM SERVICES CONTRACT (continued)**

comply with the South Dakota open records or open meetings laws, including but not limited to posting this Agreement on an official State of South Dakota website.

- B. The Consultant shall not, and shall not attempt to, read, review, monitor, or any data, documents, records, files (private or public), databases, communications, research trails, cookies, hard drives, servers, backup tapes or other back up mechanisms or facilities, on any Authority computer that is not specifically related to the performance of services under this Agreement.
  - C. The Consultant shall enforce the terms of this Confidentiality provision to its fullest extent. In the event that an employee, agent, or subcontractor has or is suspected to have violated the terms of this confidentiality provision, the Consultant shall remove such employee, agent, or subcontractor from performing work under this Agreement and immediately notify the Authority of the violation or suspected violation.
18. Sharing of Consultant Information. The Consultant acknowledges that the Authority shares general information, including performance information, about the Consultant with and among other State of South Dakota agencies upon request of such agencies for the purpose of making determinations of the risk involved with potential, subsequent grant awards and for other purposes. The Consultant expressly consents and agrees to such sharing and use by the Authority and other State of South Dakota agencies.
19. Certification regarding Debarment, Suspension, or Ineligibility. The Consultant certifies that neither the Consultant nor any of its principals are presently debarred, suspended, ineligible, or voluntarily excluded from participating in transactions by the federal government or any state or local government department or agency, and neither the Consultant nor any of its principals are currently subject to a debarment or suspension proceeding. The Consultant shall immediately notify the Authority if during the term of this Agreement the Consultant or its principals become subject to debarment, suspension, or ineligibility from participating in transactions by the federal government or by any state or local government department or agency.

20. Notices. Any notices or communications required or permitted to be given under this Agreement shall be in writing and either (i) personally delivered, (ii) mailed by prepaid registered or certified mail, (iii) sent by overnight courier, or (iv) transmitted by facsimile or electronic mail transmission, to the party to whom such notice or communication is directed at the mailing address or at the regularly monitored facsimile number or electronic mail address of such party as follows:

To the Authority:  
South Dakota Housing Development Authority  
Attn: Lorraine Polak, Executive Director  
PO Box 1237  
Pierre, SD. 57501  
Fax: (605) 773-7092  
Email: Lorraine@sdhda.org

## **PROGRAM SERVICES CONTRACT (continued)**

To Consultant:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_-\_\_\_\_  
Email: \_\_\_\_\_@\_\_\_\_\_

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) four (4) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) business day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is faxed or sent electronically, provided that the sender has received a confirmation of such fax or electronic transmission. A party may, for purposes of this Agreement, change its address, fax number, email address, or the person to whom a notice or other communication is marked to the attention of, by giving written notice of such change to the other party pursuant to this section.

21. Safe Driving for Work Policy. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), and Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), respectively, the Consultant is encouraged to adopt and enforce employment policies regarding on-the-job seat belt usage and bans on text messaging while driving.
22. Severability. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, the invalidity or unenforceability of any other provision of this Agreement shall not be affected, and there shall be added automatically, as part of this Agreement, a provision as similar in terms as may be valid and enforceable, if possible.
23. Entire Agreement. All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this

Agreement, and except as specifically provided herein, this Agreement, including Exhibit A hereto, constitutes the entire agreement with respect to the subject matter hereof.

In Witness Whereof, the parties signify their agreement effective the date above first written by the signatures affixed below.

\_\_\_\_\_  
(CONSULTANT)

By \_\_\_\_\_ Date

Its \_\_\_\_\_

**SOUTH DAKOTA HOUSING DEVELOPMENT AUTHORITY**

By \_\_\_\_\_ Date

Its Executive Director \_\_\_\_\_

## PROGRAM SERVICES CONTRACT (continued)

### Exhibit A to Program Services Contract

#### Program Services Contract Scope of Work

The Consultant shall provide all staff necessary for Housing Assistance Fund (“HAF”) program support in the following areas:

1. Interaction with the Public
  - In-person, email, and telephonic interaction with potential applicants to answer questions, pre-screen eligibility, or refer to alternate assistance sources, including tribal allocation agencies under the coordinated processing procedures outlined below;
  - Assistance to applicants to facilitate completion of applications;
  - Public awareness activities through the Consultant’s established media and public information channels to highlight the HAF program;
  - Interaction with local units of government, housing and/or homelessness commissions, and other non-profit organizations to support the HAF program.
2. Application Processing
  - Accept completed applications and supporting documentation from applicants for review;
  - Analyze applications and supporting documentation for eligibility in accordance with applicable HAF requirements and guidelines, requirements set forth by the Authority, and federal and state fair housing laws and regulations;
  - **[Contact landlords, mortgage servicers, utility providers, and others as needed to verify applicant eligibility and establish payment processes;]**
  - Recommend payment of individual applications to the Authority, which shall pay awards on behalf of the individual. The Consultant is not expected to, and shall not, handle payments on behalf of individuals under the Agreement.
  - Establish data privacy and security requirements to protect information collected during the application process. The Consultant shall provide the Authority a copy of its data privacy and security requirements within thirty (30) days of execution of the Agreement.
3. Software maintenance, modification, and reporting.
  - The scope of work for software maintenance with any modifications and any future reporting requirements is yet to be determined.
4. Reporting
  - Track application statistics, such as total number of applications, number approved and denied, payment status, etc. and provide reporting to the Authority on a weekly basis;
  - Provide a final summary of applications and accounting for HAF contract funds at the conclusion of the Agreement.

Although HAF can provide financial assistance for households residing in all geographical areas of South Dakota, the Consultant shall work exclusively with applicants residing within the area it previously served through its collateral programming (its “Service Territory”).

## **PROGRAM SERVICES CONTRACT** (continued)

The Consultant's staff providing services to applicants or analyzing applications under the Agreement shall:

- Have prior experience providing housing-related services to the public;
- Have working knowledge of federal and state fair housing laws and regulations;
- Have working knowledge of basic accounting principles;
- Receive instruction as to maintaining the confidentiality of applicant financial information, which information should be disclosed only as necessary to assess applications or coordinate payments to qualified third party payees on behalf of the applicant.

The Consultant's staff providing management services or staff oversight under the Agreement shall, in addition to the requirements for staff above, also:

- Have prior experience with federal grant compliance.

### **Coordinated Processing Procedures for Tribal Communities**

If the Consultant's Service Territory includes a county listed below (a "Coordinated Processing County") special procedures are required to ensure coordinated use of federal funds. Therefore, if the Consultant receives an application for HAF support from an individual or household from a Coordinated Processing County who (a) resides within the boundaries of an established Native American reservation; (b) resides on non-reservation land specifically identified as held in trust by the United States government; or (c) during the course of the application voluntarily identifies himself, herself, or a household member as an enrolled member of a federally recognized Native American tribe, the following procedures shall apply:

First, the Consultant shall contact the appropriate tribal allocation agency to determine whether the applicant may be eligible for assistance under the tribal community's HAF allocation. Second, if the applicant is eligible, the Consultant shall facilitate an orderly transition of the application to the tribal allocation agency, which shall thereafter process the application and act as applicant's payor of first resort. Third, if the applicant is not eligible for assistance from the tribal allocation agency, the Consultant shall proceed to process the application under eligibility criteria established pursuant to the Agreement. The Consultant shall not refuse to accept an application or recommend denial of assistance under the HAF program to an otherwise qualified individual or household on a basis that would constitute a violation of applicable federal or state fair housing laws.

#### *Counties Requiring Coordinated Application Processing:*

Bennett, Jackson, Oglala Lakota, Dewey, Ziebach, Buffalo, Hyde, Hughes, Moody, Lyman, Stanley, Todd, Mellette, Tripp, Marshall, Day, Codington, Grant, Roberts, Corson and Charles Mix.

## SERVICER COLLABORATION AGREEMENT



## SERVICER COLLABORATION AGREEMENT

HOMEOWNER ASSISTANCE FUND (HAF)

COLLABORATION AGREEMENT made this \_\_\_\_\_ (“Agreement Date”) between \_\_\_\_\_ (“Servicer”) and the South Dakota Housing Development Authority (“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

### **SERVICER COLLABORATION AGREEMENT (continued)**

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 is 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

## **SERVICER COLLABORATION AGREEMENT (continued)**

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. Provide funds to eliminate or reduce past due payments and other delinquent amounts, including payments under a forbearance plan, on forward mortgages, or loans secured by manufactured homes.

This will include principal, interest, taxes, mortgage insurance, hazard insurance, flood insurance and applicable homeowner association fees. HAF Funds may be used to bring account fully current, with no remaining delinquent amounts, and to repay amounts advanced by the lender or servicer on the borrower's behalf.

HAF funds will be used only to supplement other loss mitigation options offered by the servicer under investor requirements or where, without HAF funds, the homeowner would not qualify for that loss mitigation option

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.

**SERVICER COLLABORATION AGREEMENT (continued)**

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.

\_\_\_\_\_  
(SERVICERUB-RECIPIENT)

By \_\_\_\_\_  
Date

Its \_\_\_\_\_

**SOUTH DAKOTA HOUSING DEVELOPMENT AUTHORITY**

By \_\_\_\_\_  
Date

Its Executive Director \_\_\_\_\_

Borrower(s) Consent / Third Party Authorization form attached

# SUB-RECIPIENT AGREEMENT



## SUB RECIPIENT AGREEMENT

HOMEOWNER ASSISTANCE FUND (HAF)

Between

\_\_\_\_\_  
Sub-Recipient Name

South Dakota Housing Development Authority  
3060 East Elizabeth  
P.O. Box 1237  
Pierre, SD 57501  
Referred to as the "Authority"

\_\_\_\_\_  
Sub-Recipient Address

The Authority and Sub-Recipient hereby enter into this agreement (the "Agreement" hereinafter) for a grant award of Federal financial assistance to Sub-Recipient.

### A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

#### 1. FEDERAL AWARD IDENTIFICATION

Information for the Federal Award Identification, as described in 2 C.F.R. 200.331(a) may be inserted below or may be included in an attached Addendum A and, if attached, is incorporated herein. In the event of a change in the award or funding source, the information inserted below or included in Addendum A may be revised to correspond to such change. Sub-Recipient's consent shall not be required for the revision regarding award or funding source and the revision shall not be subject to the requirements for an amendment to this Agreement. In the event of a revision, the Authority shall provide updated information at least annually.

- a. Sub-Recipient's name (which must match the name associated with its DUNS number): \_\_\_\_\_
- b. Sub-Recipient's DUNS number and unique entity identifier: \_\_\_\_\_
- c. Federal Award Identification Number (FAIN): HAF - \_\_\_\_\_
- d. Federal Award Date (date on which the Authority executed award agreement): January 1, 2022
- e. Sub-award Period of Performance: January, 1 2022 to September 30, 2025
- f. Amount of federal funds obligated to Sub-Recipient by this Agreement: \$ \_\_\_\_\_
- g. Total amount of federal funds obligated to Sub-Recipient: \$ \_\_\_\_\_
- h. Total amount of the federal award committed to Sub-Recipient: \$ \_\_\_\_\_
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows:

The Homeowner Assistance Fund makes available \$50 million to mitigate financial hardships associated with the coronavirus pandemic by assisting South Dakota homeowners in order to prevent homeowner mortgage delinquencies, defaults, foreclosures, loss of utilities or home energy

services, and displacement of homeowners experiencing financial hardship after January 21, 2020, through qualified expenses related to mortgages and housing. Grantees use the funds to provide assistance to eligible homeowners through the development and adoption of a specific plan for the

## **SUB-RECIPIENT AGREEMENT** (continued)

use of the Homeowner Assistance Fund.

- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

Federal Awarding Agency – U.S. Department of the Treasury (“Treasury”)  
Pass-Through Entity – South Dakota Housing Development Authority  
Awarding Official – Lorraine Polak, Executive Director, P.O. Box 1237 Pierre, SD 57501, 605-773-3181

- k. CFDA No(s) and Name(s): 21.023 – U.S. Treasury Homeowner Assistance Fund

- l. Is the grant award for research and development (R&D)? YES \_\_\_\_\_ NO  X

- m. Indirect Cost Rate for federal award: **[Insert]**

### 2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This Agreement shall be effective on **[June 1, 2021]** and shall end on **[September 30, 2025]**, unless sooner terminated pursuant to the terms hereof.

### 3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

- a. Sub-Recipient shall undertake and complete the work or performance described as:

- i. Implementing a homeowner assistance fund (HAF) program to assist homeowners in mitigating financial hardships associated with the coronavirus pandemic including the prevention of mortgage delinquencies, defaults, foreclosures, loss of utilities or home energy services, and displacement of homeowners experiencing financial hardship after January 21, 2020, through qualified expenses related to mortgages and housing. Such costs shall only be incurred for the period that begins on **[January 21, 2020,]** and ends on **[September 30, 2025.]**
- ii. In implementing HAF, Sub-Recipient agrees as follows:
- Sub-Recipient shall comply with all terms, provisions, and guidance found in Sub-Recipient Scope of Work attached as Addendum A and incorporated herein as if set forth in full;
  - Sub-Recipient shall at all times administer the HAF funds in compliance with all applicable Treasury guidance and frequently asked questions (FAQs) governing the federal award.
  - Sub-Recipient shall track its administrative charges and submit an invoice to the Authority on no less than a monthly basis. Sub-Recipient shall bill staff time in increments of fifteen (15) minutes at the rate of fifty dollars (\$50.00) per hour of actual staff time spent on the HAF program;
  - Although HAF can provide financial assistance for households residing in all geographical areas of South Dakota, for purposes of this Agreement Sub-Recipient agrees it shall work exclusively with applicants residing within the area it previously served through its collateral programming (its “Service Territory”).
  - Additionally, as South Dakota’s tribal communities received separate allocations of Emergency Rental Assistance funds directly from the U.S. Treasury Department, Sub-Recipient acknowledges if its Service Territory includes a county listed below (a

“Coordinated Processing County”) special procedures are required to ensure coordinated use of federal funds. Therefore, if Sub-Recipient receives an application for HAF support from an individual or household from a Coordinated Processing County who (a) resides within the boundaries of an established Native American reservation; (b) resides on non-reservation land specifically identified as held in trust

**SUB-RECIPIENT AGREEMENT (continued)**

by the United States government; or (c) during the course of the application voluntarily identifies himself, herself, or a household member as an enrolled member of a federally recognized Native American tribe, the following procedure applies:

First, Sub-Recipient shall contact the appropriate tribal allocation agency to determine whether the applicant may be eligible for assistance under the tribal community’s HAF allocation. Second, if the applicant is eligible, Sub-Recipient shall facilitate an orderly transition of the application to the tribal allocation agency, which shall thereafter process the application and act as applicant’s payor of first resort. Third, if the applicant is not eligible for assistance from the tribal allocation agency, Sub-Recipient shall proceed to process the application under eligibility criteria established pursuant to this Agreement. Sub-Recipient shall not deny assistance under the HAF program to an otherwise qualified individual or household on a basis that would constitute a violation of applicable federal or state fair housing laws.

*Counties Requiring Coordinated Application Processing:*

Bennett, Jackson, Oglala Lakota, Dewey, Ziebach, Buffalo, Hyde, Hughes, Moody, Lyman, Stanley, Todd, Mellette, Tripp, Marshall, Day, Codington, Grant, Roberts, Corson, Charles Mix

- b. If the Authority shall undertake or complete any work or performance under this Agreement, it is described as follows:
  - i. The Authority has received an allocation of \$50 million in funding on a statewide basis to support the HAF program. Conditioned on the availability of funds and consistent with currently applicable U.S. Treasury guidance, the Authority shall make a series of payments beginning upon execution of this Agreement to enable Sub-Recipient to implement the HAF program. The Authority has in turn allocated to Sub-Recipient a portion of this funding, with the TOTAL CONTRACT AMOUNT for Sub-Recipient not to exceed \$\_\_\_\_\_. **[Of this total contract amount, the Authority shall advance an initial tranche of \$\_\_\_\_\_ to Sub-Recipient within three (3) days of execution of this Agreement. Further tranches shall be advanced at the Authority’s discretion based on the need for services in Sub-Recipient’s area of operation.]**
  - ii. The Authority agrees to pay Sub-Recipient’s direct administrative charges, provided the maximum amount paid for Sub-Recipient’s services shall be no more than fifteen percent (15%) of the aggregate amount of funds Sub-Recipient has awarded to individuals through the HAF program.

**4. BASIS FOR SUB-AWARD AMOUNTS:**

This grant is made for the purpose of providing emergency rental and utility assistance to individuals affected by the coronavirus public health emergency.

Amount provided by the Authority is	\$ _____
Amount matched by Sub-Recipient	\$ 0.00
Total Grant Amount	\$ _____

**5. RISK ASSESSMENTS, MONITORING AND REMEDIES**

- a. Risk assessments shall be ongoing throughout the project period. Sub-Recipient agrees to allow the Authority to monitor Sub-Recipient and its activities to ensure compliance with HAF program requirements, to identify any deficiencies in the administration and performance of the award, and to facilitate the administration and performance of the award. At the discretion of the Authority, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal

#### **SUB-RECIPIENT AGREEMENT (continued)**

monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied. Sub-Recipient agrees to facilitate the monitoring process.

- b. Sub-Recipient acknowledges that the requirements and conditions under the HAF award may change as a result of the risk assessment/monitoring process, and Sub-Recipient agrees to comply with any such changes.
- c. In the event of noncompliance or failure to perform under the HAF award, the Authority shall have the power to apply remedies, including but not limited to: temporary withholding of payments, disallowances, suspension or termination of the HAF award, suspension of other federal awards

received by Sub-Recipient, debarment, or other remedies including civil and/or criminal penalties as appropriate. The various rights, powers, options, elections, and remedies of the Authority provided in this Agreement shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities

allowed the Authority by law, and shall in no way affect or impair the right of the Authority to pursue any other contractual, equitable, or legal remedy to which the Authority may be entitled. The election by the Authority of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

#### **6. RETENTION AND INSPECTION OF RECORDS:**

- a. Sub-Recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient administration of the HAF award, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the Authority. Sub-Recipient shall retain such records for a period of five (5) years after the date of the submission of the final expenditure report.

If any litigation, claim, or audit is started before the expiration of the five-year period, Sub-Recipient shall retain the records until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The five- (5-) year retention period may be extended by the Authority upon written notice to Sub-Recipient. Records for real property and equipment acquired with Federal funds must be retained for five (5) years after final disposition. When records are transferred to or maintained by the Treasury or the Authority, the five- (5-) year retention requirement is not applicable to Sub-Recipient. In the event Sub-Recipient must report HAF program income after the period of performance, the retention period for the records pertaining to such income shall start from the end of Sub-Recipient's fiscal year in which the program income is earned.

- b. The Authority, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of Sub-Recipient for purposes of interview and discussion related to the records, books, papers and documents. Authority Proprietary Information, which shall include all information disclosed to Sub-Recipient by the Authority, shall be retained in Sub-Recipient's secondary and backup systems and shall remain fully subject to the obligations of

confidentiality stated herein until such information is erased or destroyed in accordance with Sub-Recipient's established record retention policies.

- c. All payments to Sub-Recipient by the Authority are subject to site review and audit as prescribed and carried out by the Authority. Any overpayment under this Agreement shall be returned to the Authority within thirty (30) days after written notification by the Authority to Sub-Recipient.

## 7. AUDIT REQUIREMENTS:

- a. If Sub-Recipient expends \$750,000 or more in federal awards during Sub-Recipient's fiscal year, Sub-Recipient must have an audit conducted in accordance with 2 C.F.R. Part 200, Subpart F-

### **SUB-RECIPIENT AGREEMENT (continued)**

Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the South Dakota Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit  
A-133 Coordinator  
427 South Chapelle  
% 500 East Capitol  
Pierre, SD 57501-5070

If Sub-Recipient expends less than \$750,000 during any Sub-Recipient fiscal year, the Authority may perform a more limited program or performance audit related to achievement of the HAF objectives, eligibility of services or costs, and adherence to the provisions of this Agreement.

Audits shall be completed and filed with the South Dakota Department of Legislative Audit by the end of the sixth month following end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 C.F.P. Part 200, Subpart F, Sub-Recipient shall resolve all interim audit findings to the satisfaction of the auditor. Sub-Recipient shall facilitate and aid any such reviews, examinations, agreed upon procedures, etc., the Authority or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, shall result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, administrative costs may be disallowed, and/or awards may be suspended, until the audit is completely resolved.

Sub-Recipient shall be responsible for payment of any and all audit exceptions that are identified by the Authority. The Authority may conduct an agreed upon procedures engagement as an audit strategy. Sub-Recipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the Authority.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of Sub-Recipient must be made available if needed and upon request at Sub-Recipient's regular place of business for audit by personnel authorized by the Authority. The Authority and/or federal agency has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

## 8. SUB-RECIPIENT ATTESTATION

- a. By signing this Agreement, Sub-Recipient attests to the following requirements as set forth in SDCL 1-56-10:

(A) A conflict of interest policy is enforced within Sub-Recipient's organization;

- (B) The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on Sub-Recipient's website;
- (C) An effective internal control system is employed by Sub-Recipient's organization; and
- (D) If applicable, Sub-Recipient is in compliance with the federal Single Audit Act, in compliance with SDCL 4-11-2.1, and audits are displayed on Sub-Recipient's website.

Sub-Recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the Authority and resolved to its satisfaction prior to signing this Agreement.

- b. Sub-Recipient shall disclose to the Authority, in writing, any conflicts of interest that exist under Sub-Recipient's conflict of interest policy. The Authority may publicly post any disclosed conflicts

#### **SUB-RECIPIENT AGREEMENT** (continued)

of interest along with this Agreement on the State of South Dakota's OpenSD website.

- c. In the event of a revision to Sub-Recipient's conflict of interest policy, Sub-Recipient shall immediately provide the Authority with a copy of the revised conflict of interest policy. Sub-Recipient understands that any revision in its conflict of interest policy may result in a change in the monitoring or other performance requirements under this Agreement, and Sub-Recipient expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the Authority.

#### 9. CLOSEOUT

- a. For purposes of this Agreement, "Date of Completion" shall mean the date when this Agreement expires pursuant to its terms or is terminated in accordance with paragraph 12. Within thirty (30) days of the Date of Completion, Sub-Recipient shall submit a final financial report to the Authority. Within the limits of the HAF sub-award amount, the Authority may make upward or downward cost adjustments on the basis of the information contained in the final financial report. This Agreement's obligations shall remain in force until the final financial report is reviewed and approved by the Authority.
- b. At the time of submission of the final financial report, Sub-Recipient shall refund to the Authority any unexpended funds or unobligated (unencumbered) cash advances associated with the HAF sub-award. All outstanding obligations (encumbered funds) that have not been paid as of the Date of Completion must be liquidated prior to the submission of the final financial report. Whether or not audits were conducted during the Agreement term, a final financial and compliance audit may be initiated up to five (5) years after the date the Authority approves the final financial report. If either the final financial report or the final audit discloses an overpayment to Sub-Recipient, the Authority may, at its option, either require Sub-Recipient to repay the overpayment to the Authority or deduct the amount of overpayment from monies due Sub-Recipient under this Agreement or under any other agreement between Sub-Recipient and the Authority. Sub-Recipient shall provide, along with the final financial report, a written accounting of property acquired with HAF sub-award funds or received from the Authority in connection with the sub-award, if any.

#### B. STANDARD CLAUSES

#### 10. ASSURANCE REQUIREMENTS:

Sub-Recipient agrees to abide by all applicable provisions of the following, including all applicable implementing regulations: Byrd Anti Lobbying Amendment (31 U.S.C. 1352); Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180); Drug-Free Workplace (31 C.F.R. Part 20); Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60; Title VI of the Civil Rights Act of 1964 (42

U.S.C. §§ 2000d et. seq.); Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et. seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); Title IX of the Education Amendments of 1972; Drug Abuse Office and Treatment Act of 1972; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101 et. seq.); Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§12101 et. seq.); Pro-Children Act of 1994; Hatch Act; Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended; Clean Air Act; Federal Water Pollution Control Act; Charitable Choice Provisions and Regulations; Equal Treatment for Faith-Based Religions (28 C.F.R. Part 38); Violence Against Women Reauthorization Act of 2013; and American Recovery and Reinvestment Act of 2009, as applicable; New Restrictions on Lobbying (21 C.F.R. Part 21); U.S. Treasury Emergency Rental Assistance 2 Program; any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statutes which may apply to the award.

11. COST PRINCIPLES:

**SUB-RECIPIENT AGREEMENT** (continued)

Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as set forth in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than provisions as Treasury may determine are inapplicable to HAF awards and subject to such exceptions as may be otherwise provided by Treasury.

12. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event Sub-Recipient breaches any of the terms or conditions hereof, this Agreement may be terminated by the Authority for cause at any time, with or without notice. Upon termination of this Agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

13. FUNDING:

This Agreement depends upon the continued availability of federal funds. If for any reason the HAF funds subject to this sub-award become unavailable by operation of law or a reduction for any reason in the HAF funds available to the Authority, this Agreement shall be terminated by the Authority. Termination for any of these reasons is not a default by the Authority nor does it give rise to a claim against the Authority.

14. ASSIGNMENT AND AMENDMENT:

This Agreement may not be assigned without the express prior written consent of the Authority. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

15. CONTROLLING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision that would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

16. SUPERCESSION:

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement, including Addendum A hereto, constitutes the entire agreement with respect to the subject matter hereof.

17. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, the validity or enforceability of any other provision of this Agreement shall not be affected, and in lieu of such invalid or unenforceable provision there shall be added automatically, as part of this Agreement, a provision as similar in terms as may be valid and enforceable, if possible.

18. NOTICE:

Any notices or communications required or permitted to be given under this Agreement shall be in writing and either (i) personally delivered, (ii) mailed by prepaid registered or certified mail, (iii) sent by overnight courier, or (iv) transmitted by facsimile or electronic mail transmission, to the party to whom such notice or communication is directed at the mailing address or at the regularly monitored facsimile number or electronic mail address of such party as follows:

**SUB-RECIPIENT AGREEMENT (continued)**

To the Authority:  
South Dakota Housing Development Authority  
Attn: Lorraine Polak, Executive Director  
PO Box 1237  
Pierre, SD. 57501  
Fax: (605) 773-7092  
Email: Lorraine@sdhda.org

To Sub-Recipient:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_ - \_\_\_\_  
Email: \_\_\_\_\_@\_\_\_\_\_

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) four (4) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) business day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is faxed or sent electronically, provided that the sender has received a confirmation of such fax or electronic transmission. A party may, for purposes of this Agreement, change its address, fax number, email address, or the person to whom a notice or other communication is marked to the attention of, by giving written notice of such change to the other party pursuant to this section.

19. SUB CONTRACTORS/SUB-RECIPIENTS:

Sub-Recipient shall not use subcontractors or other sub-recipients to perform work under this Agreement without the express prior written consent from the Authority. The Authority reserves the right to complete a risk assessment on any proposed subcontractor or sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

Sub-Recipient shall include provisions in its subcontracts or subgrants requiring its subcontractors and sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the Authority,

and to provide insurance coverage for the benefit of the Authority in a manner consistent with this Agreement. Sub-Recipient shall cause its subcontractors, sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and shall adopt such review and inspection procedures as are necessary to assure such compliance. The Authority, at its option, may require the vetting of any subcontractors and sub-recipients. Sub-Recipient shall assist in this process as requested by the Authority.

#### 20. CONFLICTS OF INTEREST:

Sub-Recipient shall maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318 and SDCL Chapter 5-18A. Sub-Recipient shall establish safeguards to prohibit any employee of Sub-Recipient or any other person associated with Sub-Recipient from using his or her position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or for personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest shall be disclosed in writing by Sub-Recipient to the Authority in accordance with 2 C.F.R. § 200.112, and such conflict shall be permitted only if approved in writing by the Authority. In the event of a conflict of interest, Sub-Recipient shall be bound by the conflict of interest resolution process set forth in SDCL 5-18A-17 through 5-18A-17.6.

#### 21. TERMS:

By accepting this Agreement, Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the Authority

#### **SUB-RECIPIENT AGREEMENT** (continued)

shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination by the Authority.

#### 22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Sub-Recipient certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, otherwise ineligible, or voluntarily excluded from participation in this sub-award by any federal department or any state or local government department or agency, and neither Sub-Recipient nor any of its principals are currently subject to a debarment or suspension proceeding. Sub-Recipient shall immediately notify the Authority if during the term of this Agreement Sub-Recipient or its principals become subject to debarment, suspension, or ineligibility from participating in transactions by the federal government or any state or local government department or agency.

#### C. AGENCY OR GRANT SPECIFIC CLAUSES

#### 23. NO DUPLICATION OF FUNDING:

Sub-Recipient separately represents and warrants that it shall not use funds received under this Agreement for expenditures for which Sub-Recipient receives reimbursement from another source of funds including, but not limited to, other federal programs. Sub-Recipient shall repay to the Authority any such amount expended hereunder unless it can demonstrate such amount could still be expended on other eligible expenses under this Agreement.

#### 24. COMPLIANCE WITH ERA2 GUIDANCE:

Sub-Recipient understands that further guidance concerning the authorized uses of federal HAF funds may become available from time-to-time due to the emergency nature of the federal program funding. Sub-Recipient therefore expressly agrees to be bound by the terms of any additional guidance the Authority may provide, without further amendment of this Agreement, provided the Authority distributes such guidance to Sub-Recipient.

#### 25. ADDITIONAL DOCUMENTS:

8/20/21 (Revised 12/22/21)

Page 82

<https://my.treas.gov/collab/orp/HAF Documents/HAF Grantee Plan Reviews/HAF Plan Review>

Documents/States/HAF-0055-South-Dakota/HAFP-0055-South Dakota-Final File Documents/HAFP-0055-South Dakota-Submitted Plan Narrative.docx

To the extent further instruments, documents, or amendments may in the Authority's discretion become necessary either to achieve the purposes of this Agreement or to ensure Sub-Recipient's performance of its obligations herein, Sub-Recipient agrees it shall execute such additional instruments, documents, or amendments at the Authority's request.

26. AUTHORITY ASSISTANCE:

The Authority shall provide technical assistance regarding the Authority's rules, regulations, and policies to Sub-Recipient and to assist in the correction of problem areas identified by the Authority's monitoring activities.

27. JOINT DRAFTING:

The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

28. PROPERTY MANAGEMENT STANDARDS:

Sub-Recipient shall observe federal government uniform standards governing the utilization of property whose cost was charged to a project supported by a federal grant.

**SUB-RECIPIENT AGREEMENT** (continued)

29. LICENSING AND STANDARD COMPLIANCE:

Sub-Recipient shall comply in full with all licensing and other standards required by federal, state, county, city or tribal statute, regulation, or ordinance in which the service and/or care is provided for the duration of this agreement. Sub-Recipient shall maintain effective internal controls in managing the federal award. Liability resulting from Sub-Recipient's noncompliance with licensing and other standards required by federal, state, county, city or tribal statute, regulation, or ordinance, or from Sub-Recipient's failure to ensure the safety of all individuals served, is assumed entirely by Sub-Recipient.

30. WORK PRODUCT:

Sub-Recipient hereby acknowledges and agrees that all reports, plans, specifications, technical data, drawings, software system programs and documentation, procedures, files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, Authority proprietary information, Authority data, end user data, Personal Health Information as defined in 45 C.F.R. 160.103, and all information contained therein provided to the Authority by Sub-Recipient in connection with its performance of service under this Agreement shall belong to and is the property of the Authority and shall not be used in any way by Sub-Recipient without the written consent of the Authority.

Paper, reports, forms software programs, source codes and other materials that are a part of the work under this Agreement shall not be copyrighted by Sub-Recipient without prior written approval of the Authority. In the unlikely event that any copyright with respect to materials used as part of the work under this Agreement does not fully belong to the Authority, the Authority nonetheless reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, any such work for government purposes.

Sub-Recipient shall return all information received from the Authority to the Authority's custody upon the end of the term of this Agreement, unless otherwise agreed in a writing signed by both parties.

### 31. HOLD HARMLESS:

Sub-Recipient shall hold harmless and indemnify the Authority, the State of South Dakota, its officers, agents, and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder; provided, however, that Sub-Recipient shall not be responsible for and shall not be required to defend against claims or damages arising solely from errors or omissions of the Authority or the State, or its and their officers, agents, or employees.

### 32. INSURANCE:

Before beginning work under this Agreement, Sub-Recipient shall furnish the Authority with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. Sub-Recipient, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits listed below. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, Sub-Recipient shall provide immediate notice to the Authority and provide a new certificate of insurance showing continuous coverage in the amounts required. Sub-Recipient shall furnish copies of insurance policies if requested by the Authority.

#### (A) Commercial General Liability Insurance:

Sub-Recipient shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

#### (B) Business Automobile Liability Insurance:

### **SUB-RECIPIENT AGREEMENT** (continued)

Sub-Recipient shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$500,000.00 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

#### (C) Worker's Compensation Insurance:

Sub-Recipient shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

### 33. CONFIDENTIALITY OF INFORMATION:

For the purpose of this Agreement, "Authority Proprietary Information" shall include all information disclosed to Sub-Recipient by the Authority. Sub-Recipient acknowledges that it shall have a duty to not disclose any Authority Proprietary Information to any third person for any reason without the express written permission of an Authority officer or employee with authority to authorize the disclosure. Sub Recipient shall not: (i) disclose any Authority Proprietary Information to any third person unless otherwise specifically allowed under this Agreement; (ii) make any use of Authority Proprietary Information except to exercise rights and perform obligations under this Agreement; (iii) make Authority Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. Sub-Recipient is held to the same standard of care in guarding Authority Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and the standard of care shall be no less than holding Authority Proprietary Information in the strictest confidence. Sub-Recipient shall protect confidentiality of the Authority's information from the time of receipt to the time that such information is either returned to the Authority or destroyed to the extent that it cannot be recalled or reproduced. Authority Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Sub-Recipient; (ii) was known to Sub-Recipient without restriction at the time of disclosure from the

Authority; (iii) is disclosed with the prior written approval of Authority officers or employees having authority to disclose such information; (iv) was independently developed by Sub-Recipient without the benefit or influence of the Authority's Proprietary Information; (v) becomes known to Sub-Recipient without restriction from a source not connected to the Authority or the State of South Dakota. Authority's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the Authority or the State of South Dakota provides services of any kind. Sub-Recipient acknowledges that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable, and Sub-Recipient shall immediately notify the Authority of any disclosure of Proprietary Information, whether intentional or inadvertent. The Parties mutually agree that neither of them shall disclose the contents of the Agreement except as required by applicable law or as necessary to carry out the terms of the Agreement or to enforce that party's rights under this Agreement. Sub-Recipient acknowledges that the Authority and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws, and it is therefore not a breach of this Agreement for the Authority to take any action that the Authority reasonably believes is necessary to comply with the South Dakota open records or open meetings laws, including but not limited to posting this Agreement on an official State of South Dakota website.

34. SHARING OF SUB-RECIPIENT INFORMATION

Sub-Recipient acknowledges that the Authority shares general information, including performance information, about Sub-Recipient with and among other State of South Dakota agencies upon request of such agencies for the purpose of making determinations of the risk involved with potential, Sub sequent grant awards and for other purposes. Sub-Recipient expressly consents and agrees to such sharing and use by the Authority and other State of South Dakota agencies.

**SUB-RECIPIENT AGREEMENT** (continued)

35. SAFE DRIVING FOR WORK POLICY

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), and Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), respectively, Sub-Recipient is encouraged to adopt and enforce employment policies regarding on-the-job seat belt usage and bans on text messaging while driving.

D. AUTHORIZED SIGNATURES:

\_\_\_\_\_  
(SUB-RECIPIENT)

By \_\_\_\_\_  
Date

Its \_\_\_\_\_

**SOUTH DAKOTA HOUSING DEVELOPMENT AUTHORITY**

By \_\_\_\_\_ Date

Its Executive Director \_\_\_\_\_

## SUB-RECIPIENT AGREEMENT (continued)

### Addendum A to Sub-Recipient Agreement

#### Homeowner Assistance Fund Program

#### Sub-Recipient Agreement Scope of Work

Sub-Recipient shall provide all staff necessary for HAF program support in the following areas:

##### 5. Interaction with the Public

- In-person, email, and telephonic interaction with potential applicants to answer questions, pre-screen eligibility, or refer to alternate assistance sources, including tribal housing authorities under the coordinated processing procedures outlined in the Sub-Recipient Agreement;
- Assistance to applicants to facilitate completion of applications;
- Public awareness activities through Sub-Recipient's established media and public information channels to highlight the HAF program;
- Interaction with local units of government, housing and/or homelessness commissions, and other non-profit organizations to support the HAF program.

##### 6. Application Processing

- Accept completed applications and supporting documentation from applicants for review;
- Analyze applications and supporting documentation for eligibility in accordance with applicable HAF requirements and guidelines, requirements set forth by the Authority, and federal and state fair housing laws and regulations;
- **[Contact landlords, mortgage servicers, utility providers, and others as needed to verify applicant eligibility and establish payment processes;]**
- Establish data privacy and security requirements to protect information collected during the application process. Sub-Recipient shall provide the Authority a copy of its data privacy and security requirements within thirty (30) days of execution of the Agreement.

##### 7. Fiscal Operations

- Accept and account for grant funds from the Authority for purposes of providing program services under the Agreement;
- **[Process payments on behalf of eligible applicants to landlords, mortgage servicers, utility providers, and other qualified third parties;]**
- Return all unused program funds to the Authority at the conclusion of the Agreement.

##### 8. Reporting

- Track application statistics, such as total number of applications, number approved and denied, payment status, etc. and provide reporting to the Authority on a weekly basis;
- Provide a final summary of applications and accounting for HAF sub-award funds at the conclusion of the Agreement.

Sub-Recipient's staff providing services to applicants or analyzing applications under the Agreement shall:

- Have prior experience providing housing-related services to the public;
- Have working knowledge of federal and state fair housing laws and regulations;

**SUB-RECIPIENT AGREEMENT** (continued)

- Have working knowledge of basic accounting principles;
- Receive instruction as to maintaining the confidentiality of applicant financial information, which information should be disclosed only as necessary to assess applications or to coordinate payments to qualified third party payees on behalf of the applicant.

Sub-Recipient's staff providing management services or staff oversight under the Agreement shall, in addition to the requirements for staff above, also:

- Have prior experience with federal grant compliance.

## EXHIBIT D - HERO APPROVED EDUCATION AND COUNSELING PROVIDERS

The following is a list of HERO's current partners and their contact information or you may refer to the interactive map on the HERO website at [www.sdhomebuyer.org](http://www.sdhomebuyer.org) to find each service provider's specific coverage areas.

### **CHEYENNE RIVER HOUSING AUTHORITY (CRHA)**

P.O. Box 480  
Eagle Butte, SD 57825  
805-984-4285

[www.crhanetwork.org](http://www.crhanetwork.org)

### **CONSUMER CREDIT COUNSELING SERVICE OF THE BLACK HILLS (CCCS-BH) \***

2310 North Maple  
Rapid City, SD 57701  
805-348-4550 / 800-588-6815

[www.cccsbh.com](http://www.cccsbh.com)

### **CONSUMER CREDIT COUNSELING SERVICE – LUTHERAN SOCIAL SERVICES (CCCS-LSS) \***

705 East 41st Street, Suite 100  
Sioux Falls, SD 57105-6025  
805-330-2700 / 888-258-2227

[www.lsssd.org](http://www.lsssd.org)

### **FOUR BANDS COMMUNITY FUND, INC.**

101 South Main Street  
P.O. Box 932  
Eagle Butte, SD 57825  
805-984-3687

[www.fourbands.org](http://www.fourbands.org)

### **HOMES ARE POSSIBLE, INC. (HAPI)**

320 South Main Street  
Aberdeen, SD 57401  
805-225-4274

[www.homesarepossible.org](http://www.homesarepossible.org)

### **JAMES VALLEY HOUSING, INC.**

1718 Dakota Avenue South  
Huron, SD 57350  
805-554-0181

[www.jamesvalleyhousing.org](http://www.jamesvalleyhousing.org)

### **LAKOTA FUNDS**

P.O. Box 340  
Kyle, SD 57752  
805-455-2500

[www.lakotafunds.org](http://www.lakotafunds.org)

**EXHIBIT D - HERO APPROVED EDUCATION AND COUNSELING PROVIDERS**  
(continued)

**MAZASKA OWECA SO OTIPI FINANCIAL, INC.**

P.O. Box 1996  
Pine Ridge, SD 57770  
605-867-1018  
[www.mazaskacdfi.org](http://www.mazaskacdfi.org)

**NEIGHBORWORKS® DAKOTA HOME RESOURCES (NEIGHBORWORKS® DHR) \***

795 Main Street  
Deadwood, SD 57732  
605-578-1401  
[www.neighborworksdhr.org](http://www.neighborworksdhr.org)

**NORTHEAST SOUTH DAKOTA COMMUNITY ACTION PROGRAM (NESDCAP) \***

104 Ash Street East  
Sisseton, SD 57262  
605-698-7654 / 888-202-4855  
[www.growsd.org](http://www.growsd.org)

**OGLALA SIOUX TRIBE PARTNERSHIP FOR HOUSING, INC.**

P.O. Box 3001  
Pine Ridge, SD 57770  
605-867-1555  
[www.ostpartnershipforhousing.org](http://www.ostpartnershipforhousing.org)

**SIOUX EMPIRE HOUSING PARTNERSHIP (SEHP) \***

200 North Phillips Ave., Suite 200  
Sioux Falls, SD 57104  
605-339-0942  
[www.siouxempirehousing.org](http://www.siouxempirehousing.org)

**THUNDER VALLEY COMMUNITY DEVELOPMENT CORPORATION**

P.O. Box 290  
Porcupine, SD 57772  
605-455-2700  
[www.thundervalley.org](http://www.thundervalley.org)

**T YAMNI-SISSETON WAPHPETON HOUSING AUTHORITY**

605 Lydia Goodsell Street  
Sisseton, SD 57262  
605-698-3901 x21  
[www.swo-nsn.gov/departments/housing-department/homebuyers-program/](http://www.swo-nsn.gov/departments/housing-department/homebuyers-program/)

\*Designates HUD approved counseling agency



## EXHIBIT E – SAMPLE REPORTS – SDHDA

8/20/21 (Revised 12/22/21)

Page 92

<https://my.treas.gov/collab/orp/HAF Documents/HAF Grantee Plan Reviews/HAF Plan Review Documents/States/HAF-0055-South-Dakota/HAFP-0055-South Dakota-Final File Documents/HAFP-0055-South Dakota-Submitted Plan Narrative.docx>

**2021 SOUTH DAKOTA CARES HOUSING ASSISTANCE PROGRAM (SDCHAP)  
2021 SOUTH DAKOTA CARES ASSISTANCE PROGRAM (SDCAP) (continued)**



# 2021 SD Cares Housing Assistance Program

Last Updated: 7/23/2021 9:00:18 AM MST

# of Applications

**3,791**

# of Open Applications

**1,150**

## Assistance Requested:

Rent:

**\$2,081,545.59**

Mortgage:

**\$1,049,595.14**

Utilities:

**\$373,663.82**

## Emergency Rental Assistance 2 Funding Approved

**\$915,412.82**

Rent:

**\$841,956.90**

Utilities:

**\$73,455.92**

Remaining Funds - **\$135,884,587.18**

## Emergency Rental Assistance 1 Funding Approved

**\$4,441,173.99**

Rent:

**\$4,115,634.67**

Utilities:

**\$325,539.32**

Remaining Funds - **\$175,558,826.01**

## CARES ACT (2020) Funding Approved

**\$792,361.41**

Rent:

**\$205,056.02**

Mortgage:

**\$502,134.00**

Utilities:

**\$85,171.39**

Remaining Funds - **\$2,115,209.03**

Assistance Provided in 2020 (through CARES ACT funding)- **\$6,092,429.56**

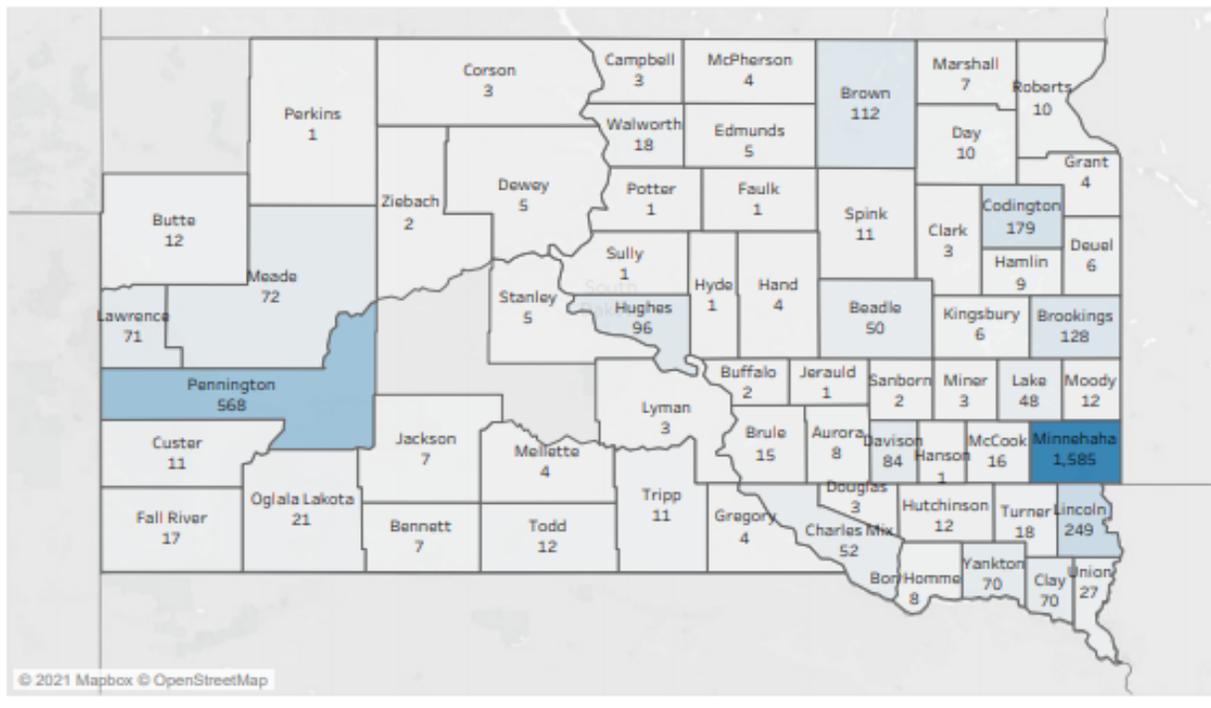
Assistance Provided in 2021- **\$6,164,665.19**

**Total Assistance Provided by SD Cares- \$12,257,094.75**

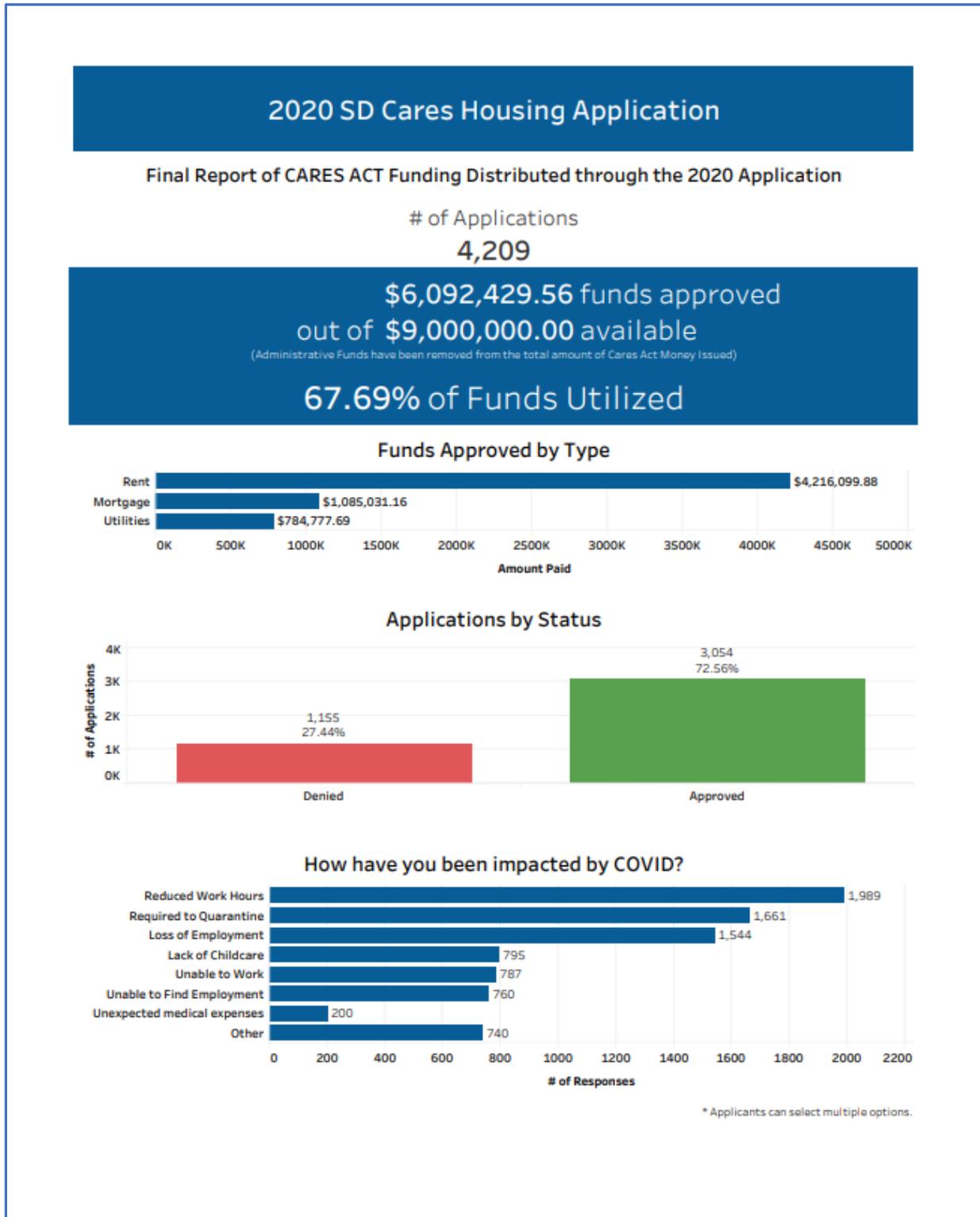
2021 SOUTH DAKOTA CARES ASSISTANCE PROGRAM (SDCAP) (continued)

Aurora	8	Hyde	1
Beadle	50	Jackson	7
Bennett	7	Jerauld	1
Bon Homme	8	Kingsbury	6
Brookings	128	Lake	48
Brown	112	Lawrence	71
Brule	15	Lincoln	249
Buffalo	2	Lyman	3
Butte	12	Marshall	7
Campbell	3	McCook	16
Charles Mix	52	McPherson	4
Clark	3	Meade	72
Clay	70	Mellette	4
Codington	179	Miner	3
Corson	3	Minnehaha	1,585
Custer	11	Moody	12
Davison	84	Oglala Lakota	21
Day	10	Pennington	568
Deuel	6	Perkins	1
Dewey	5	Potter	1
Douglas	3	Roberts	10
Edmunds	5	Sanborn	2
Fall River	17	Spink	11
Faulk	1	Stanley	5
Grant	4	Sully	1
Gregory	4	Todd	12
Hamlin	9	Tripp	11
Hand	4	Turner	18
Hanson	1	Union	27
Hughes	96	Walworth	18
Hutchinson	12	Yankton	70
		Ziebach	2

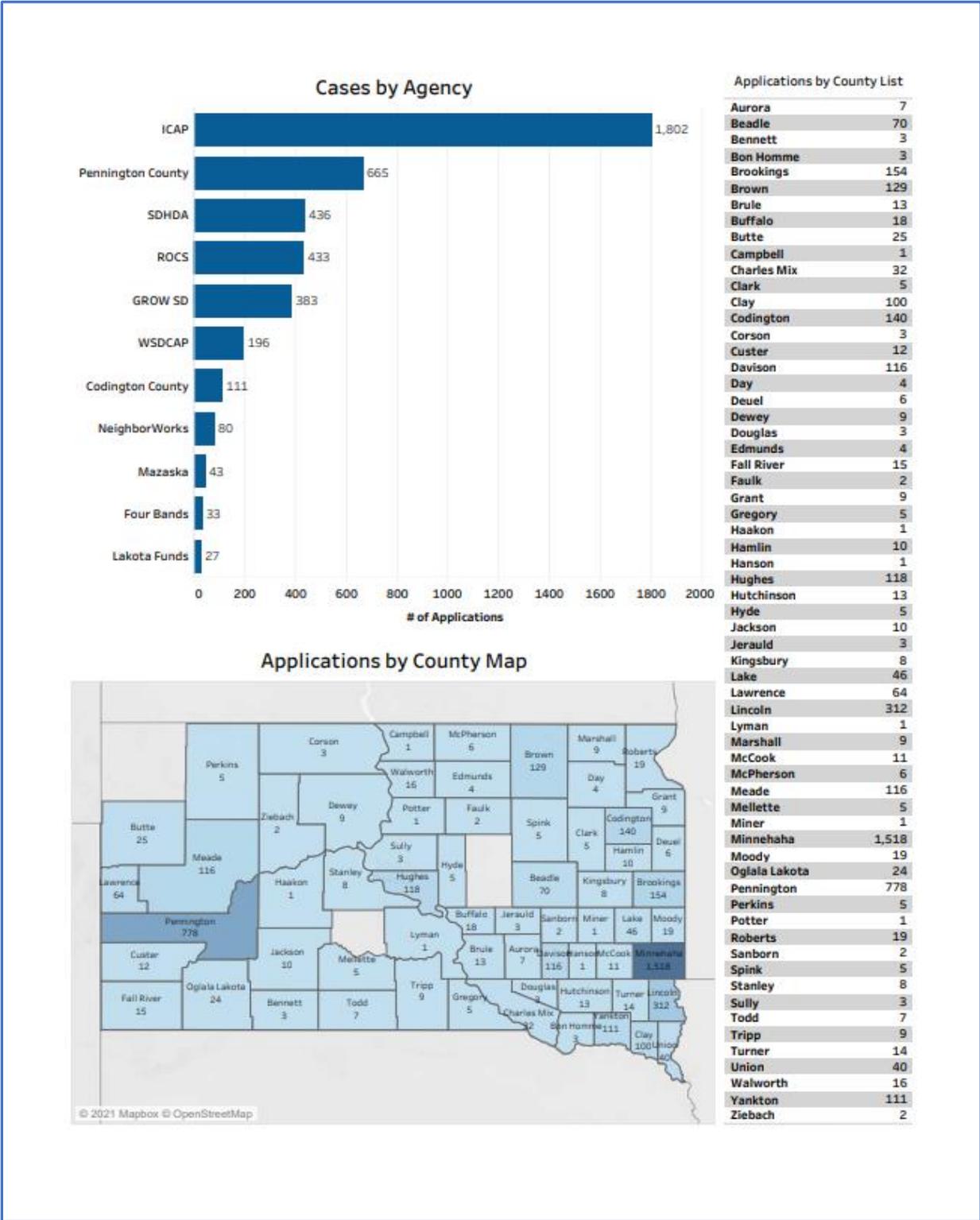
Tribal communities have also received federal funding for Emergency Rental Assistance (ERA). This chart only includes applicants applying for ERA through SD Housing Development Authority.



# 2020 SOUTH DAKOTA CARES HOUSING ASSISTANCE PROGRAM (SDCHAP)



**2020 SOUTH DAKOTA CARES ASSISTANCE PROGRAM (SDCAP) (continued)**



Criteria	Terms
<b><u>Brief description</u></b>	<p>Provide funds to eliminate or reduce past due payments and other delinquent amounts, including payments under a forbearance plan, on forward mortgages or loans secured by manufactured homes on a permanent foundation.</p> <p>This will include principal, interest, taxes, mortgage insurance, hazard insurance, flood insurance and applicable homeowner association fees. HAF Funds may be used to bring account fully current, with no remaining delinquent amounts, and to repay amounts advanced by the lender or servicer on the borrower's behalf.</p> <p>HAF funds will be used to supplement other loss mitigation options offered by the servicer under investor requirements or where, without HAF funds, the homeowner would not qualify for that loss mitigation option.</p>
<b><u>Maximum amount of assistance per homeowner</u></b>	Each Homeowner will be eligible for up to \$25,000 through this program to be used only for the homeowner's primary residence.
<b><u>Homeowner eligibility criteria and documentation requirements</u></b>	Same as General Eligibility Requirements plus homeowner must have ability to resume any required regular payments after account is reinstated.
<b><u>Loan eligibility criteria specific to the program</u></b>	Delinquent by at least one payment, including any payments during a forbearance period.
<b><u>Form of assistance</u></b>	Assistance will be structured as a 0% interest loan, no monthly payment and due on the earlier of (1) the date the mortgaged property is sold or transferred by Mortgagor, whether voluntarily or involuntarily or by operation of law; (2) the date a default occurs under the first Mortgage; (3) the date the mortgaged property ceases to be the principal residence of Mortgagor; or (4) the date the debt evidenced by the first Mortgage is refinanced, all payable according to the terms of said Note and th is Mortgage.

<b><u>Payment requirements</u></b>	Payments may be made directly to the lender or servicer, as appropriate.
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**EXHIBIT F - TERM SHEETS**

**MORTGAGE ASSISTANCE PROGRAM**

## UTILITY AND INTERNET ASSISTANCE PROGRAM

CRITERIA	TERMS
<p><b><u>Brief description</u></b></p>	<p>Provide funds to resolve delinquent payments for utility and/or internet access services.</p> <p>HAF funds may be used to pay delinquent amounts in full, including interest or reasonably required legal fees, under circumstances in which a delinquency threatens access to utility or internet services. The assistance provided must bring the homeowner’s account current.</p> <p>Funds may be used to pay prospective charges for up to three months following approval if the homeowner is unable to make such payments and (i) funds are not available from other utility assistance programs to cover these amounts and (ii) the homeowner indicates the financial ability to resume making such payments after the initial 90-day period.”</p>
<p><b><u>Maximum amount of assistance per homeowner</u></b></p>	<p>Up to \$300 per month per household for past due Utility Assistance, dating back to January 20, 2020 with no more than \$5,000 total (including Internet Assistance) to be paid. Assistance prioritized to prevent utility shut-off or restore utilities.</p> <p>A flat \$50/month per household for Internet Assistance (to be included in the \$5,000 maximum) Additionally, preference would be to limit a one-time advance, per household however exception may be granted for multiple advances.</p>
<p><b><u>Homeowner eligibility criteria and documentation requirements</u></b></p>	<p>Same as General Eligibility Requirements plus the homeowner is at least one installment payment in arrears on one or more of the following: utilities, such as electric, gas, home energy, and water OR internet service, including broadband internet access service. Assistance sufficient to resolve the delinquency should not be available from other utility assistance programs and, without HAF assistance, the homeowner is likely to lose services.</p>
<p><b><u>Loan eligibility criteria specific to the program</u></b></p>	<p>N/A</p>
<p><b><u>Form of assistance</u></b></p>	<p>Assistance will be structured as a non-recourse grant.</p>

**Payment requirements**

Funds will be paid directly to the utility provider, internet provider, or other applicable third-party authorized to collect eligible charges

## EXHIBIT G - MARKETING AND OUTREACH SAMPLES





# HAVING TROUBLE PAYING YOUR MORTGAGE?

You may be eligible for temporary mortgage and utility assistance.

Recently, Treasury provided funding to assist South Dakota residents with emergency mortgage assistance. If you have been financially impacted due to COVID-19, the SD CARES Housing Assistance Program (SDCHAP) may provide temporary mortgage or utility assistance.

Assistance provided is not a loan and does not have to be paid back. Payment is made directly to the landlord or utility provider on the applicant's behalf. Funding amount is based on need.

Funds can also be used to cover mortgage and utility arrears due on or after March 13, 2020.

### DO I QUALIFY?

- Be a homeowner;
- Have income at or below 100% of AMI for your respective county;
- Be directly or indirectly affected by Covid-19;
- Owe past due mortgage or utilities or unable to pay current housing expenses

### AGENCIES PARTICIPATING

- Helpline Center
- Codrington County Welfare
- Grow South Dakota
- Inter-Lakes Community Action Partnership
- Lakota Funds
- Lutheran Social Services
- Mazaska Owecaso Otipi Financial
- NeighborWorks Dakota Home Resources
- Pennington County Health & Human Services
- Rural Office of Community Services, Inc.
- Western SD Community Action

### HOW TO APPLY

Apply today: [sdcareshousingassistance.com](https://sdcareshousingassistance.com)

Verify eligibility requirements and begin the application process.

### DOCUMENTATION NEEDED

- Photo ID (Driver's License or State/Tribally Issued ID)
- Copy of mortgage note
- Proof of Income
- Documentation proving COVID-19 related financial hardship
- Other if requested



## HAVE QUESTIONS:

Helpline Center @ 211 | SDHDA @ 800.540.4241



**EXHIBIT G – MARKETING AND OUTREACH SAMPLES** (continued)

## SD CARES HOUSING ASSISTANCE PROGRAM – HOMEOWNERS

South Dakota Housing Development Authority with local partner agencies are providing emergency housing and utility assistance for South Dakota residents through Federal COVID Stimulus funds. If you have been financially impacted due to COVID-19, the SD CARES Housing Assistance Program may provide temporary housing or utility assistance for South Dakota residents who meet all of the following criteria:

- Households income qualify based on county of residence. Refer to the following links for income limits based on the type of assistance requested, you must fall below the income level listed for your county and household size: [Homeowner Income Guidelines](#)
- Have one or more individuals in the household who has qualified for unemployment benefits, experienced a reduction in household income, incurred significant costs or experienced other financial hardship due directly or indirectly to the coronavirus outbreak.
- Have one or more individuals in the household that have a past due utility bill or mortgage statement or are able to prove that they are at risk of experiencing homelessness or housing instability.

**Step 1: Review The Frequently Asked Questions For Eligibility**

**Step 2: Apply For Assistance**

**FREQUENTLY ASKED QUESTIONS**

[LEARN MORE](#)

**APPLY FOR ASSISTANCE**

[LEARN MORE](#)

**EXHIBIT G – MARKETING AND OUTREACH SAMPLES (continued)**



The banner features three house icons at the top left: a white house with a dollar sign, a white house with a plug, and a red house with a dollar sign and a hand. To the right, the text reads: "HAVING TROUBLE PAYING YOUR MORTGAGE? You may be eligible for temporary mortgage and utility assistance if you have been financially impacted by COVID-19." Below this, a dark blue bar contains the text "FIND OUT IF YOU MAY BE ELIGIBLE AT SDcaresHousingAssistance.com" and a laptop icon. The bottom section features the South Dakota Housing Development Authority logo on the left and the text "HAVE QUESTIONS: SDHDA @ 800.540.4241 | Helpline Center @ 211" on the right, with a small house icon in the bottom right corner.

**HAVING TROUBLE PAYING YOUR MORTGAGE?**  
You may be eligible for temporary mortgage and utility assistance if you have been financially impacted by COVID-19.

**FIND OUT IF YOU MAY BE ELIGIBLE AT**  
SDcaresHousingAssistance.com

**HAVE QUESTIONS:**  
SDHDA @ 800.540.4241 | Helpline Center @ 211

**SOUTH DAKOTA HOUSING DEVELOPMENT AUTHORITY**

## EXHIBIT H - PROGRAM MANAGER POSITION

### PROGRAM MANAGER SOUTH DAKOTA HOUSING DEVELOPMENT AUTHORITY

**DESCRIPTION:** Primarily responsible for the administration of federally funded housing assistance programs created by the COVID-19 pandemic which includes the SD CARES Housing Assistance Program, the Emergency Rental Assistance Program and the Homeowner Assistance Fund. The Program Manager is responsible for and oversees the day-to-day operations of the federal programs, working closely with SDHDA's Executive Team and partner agencies. The Program Manager is responsible for interpreting federal regulations, creating program processes and procedures, marketing available programs and reporting on program outcomes. This position is considered full-time permanent and will be administering one-time funding that is anticipated to be available until September 2026.]

**QUALIFICATIONS:** The candidate must possess an innovative mindset and analytical skills; be able to communicate professionally and concisely, both orally and in writing; and be able to outline, organize and establish priorities in a time sensitive environment. Experience with administration of federal programs and knowledge of mortgage financing are desired. The candidate must have a bachelor's degree in finance, accounting, business, real estate, or a related field and/or a combination of related education and experience which provides the requisite knowledge, skills, and abilities. Strong PC skills are required, including database and spreadsheets. Individual should be a self-starter with a high degree of initiative and the ability to work independently and in teams.

**LOCATION:** Pierre, SD (limited in-state and out-of-state travel)

**STARTING WAGE:** \$23.87 TO \$27.54 per hour. SDHDA offers paid employee health insurance plus ten paid holidays, generous vacation leave accrual, and medical, dental, vision, and other benefits.

**CLOSING DATE:** Monday, May 31, 2021 by 5:00 PM (CT). Apply in writing with cover letter and resume to: Lorraine Polak, Executive Director, South Dakota Housing Development Authority, PO Box 1237, Pierre, SD 57501-1237; or email to [lorraine@sdhda.org](mailto:lorraine@sdhda.org).

Veterans' Preference Eligible

EQUAL OPPORTUNITY EMPLOYER

## EXHIBIT I - PUBLIC MEETING AND COMMENT PERIOD

### Notice of Public Meeting and Comment Period Housing and Community Development Programs Homeowner Assistance Fund

South Dakota Housing Development Authority (SDHDA), in partnership with the Governor's Office of Economic Development (GOED), is conducting a public meeting and comment period to solicit comments regarding the drafts of the Amended 2020-2021 HOME Program Allocation Plan, Amended 2020-2021 Housing Trust Fund Allocation Plan, Amended 2020-2021 Housing Tax Credit Qualified Allocation Plan and 2020 Consolidated Plan Annual Performance Report.

The housing allocation plans are being amended to allow SDHDA, the ability to provide emergency funding for housing developers experiencing financial difficulty due to the rapidly increasing construction costs.

Annually, SDHDA provides the general public an opportunity to review and comment on the Consolidated Plan Annual Performance Report (APR). The APR documents program accomplishments of the U.S. Housing and Urban Development Housing and Community Development Programs.

In addition, SDHDA is conducting a comment period to solicit comments on the Homeowner Assistance Fund (HAF) Plan. The purpose of the HAF, provided by the American Rescue Plan Act, is to provide financial assistance to prevent mortgage delinquencies and defaults, foreclosures, loss of utilities or home energy services, and displacement of homeowners experiencing financial hardship after January 21, 2020.

The intention of the public meeting and comment periods is to provide information, obtain citizens' views, and address any questions regarding the programs and allocation plans listed above.

The public meeting will be held on June 23, 2021 at 9 a.m. Central Time. The meeting will be available via Skype for Business. Be sure to download the application onto your device in plenty of time prior to joining the meeting. You can also join by phone using the number listed below.

Join by Phone: 844.773.7615

Conference ID: 816794

And

Join by desktop or tablet: <https://meet.sdhda.org/chas/67vt0wc7>

Interested persons unable to attend the public meeting may submit written comments to SDHDA, attention Chas Olson, PO Box 1237, Pierre, SD 57501, by fax (605) 773-5154 or by emailing to [chas@sdhda.org](mailto:chas@sdhda.org). All comments on the drafts of the Housing and Community Development Program Plans are due by July 15, 2021, at 5 p.m. Central Time.

Written comments regarding the Homeowner Assistance Fund should be directed to Brent Adney, PO Box 1237, Pierre, SD 57501, by fax (605) 773-5154 or by emailing to [brent@sdhda.org](mailto:brent@sdhda.org). All comments on the draft of the Housing Assistance Fund Plan are due by June 28, 2021, at 5 p.m. Central Time.

Information on the above programs and copies of the current plans may be obtained without charge by calling (605) 773-3181 or by visiting [www.sdhda.org](http://www.sdhda.org).

## EXHIBIT I - PUBLIC MEETING AND COMMENT PERIOD

(continued)

South Dakota Housing Development Authority (SDHDA) does not discriminate against any person because of race, creed, color, religion, sex, handicap, familial status, or national origin.

Reasonable accommodations, including the provision of informational material in an alternative format, will be provided for qualified individuals with disabilities upon request. This agency, to the maximum extent possible, holds all meetings in facilities that are physically accessible to persons with disabilities. Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact Andy Fuhrman, SDHDA's 504 Coordinator, at 800-540-4241 at least five calendar days prior to the meeting. If you are hearing impaired, please contact Relay South Dakota by dialing 711.