

Addendum E to the Basic Trading Partner Agreement

APPLICATION FOR MORTGAGE LOAN BENEFITS WEB SUBMISSION

1.0 PURPOSE

This attachment to the Basic Trading Partner Agreement provides additional detail on the use of electronic data interchange (EDI) by Rural Development (RD) and the Trading Partner in lieu of paper Form 1980-20, Rural Housing Guarantee Report of Loss.

2.0 IMPLEMENTATION

Trading Partner will electronically transmit mortgage loss claims to RD using the Guaranteed Rural Housing Lender Interactive Network Connection (GRH LINC) input screen in accordance with specifications provided in RD's Lender User Guide beginning on the date provided by RD when a copy of the completed Addendum E is received and processed by RD. Unless otherwise notified by RD, after this beginning date Trading Partner may cease the general practice of mailing Form 1980-20 to RD field offices. Claim payments will be based on information present in the electronic claim and may be required to be supplemented by paper documentation.

3.0 TERMS AND CONDITIONS

- 3.1 Trading Partner will comply with all RD filing requirements specified in the current version of RD Lender User Guide and related guidance, especially with regard to information accuracy, completeness and filing time requirements.
- 3.2 Warning: Section 1001 of Title 18, United States Code provides: "Whoever, in any matter within the jurisdiction of any Department or Agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."
- 3.3 Access to the mortgage loss claim input screen is dependent upon an eAuthentication account with Level 2 Access. Level 2 Access requires specific employees of the Trading Partner to prove their identity in person with a current State Driver's License, State Photo ID, US Passport or US Military ID. Trading Partner agrees to immediately notify RD if the specific employees terminate employment or in the event of any loss, theft or unauthorized disclosure or use of any user identification number or password. Individual user identification numbers and passwords may not be transferred between employees and Trading Partner shall ensure that such transfers do not occur.
- 3.4 Claims are considered received on the date they are submitted.
- 3.5 This Agreement authorizes RD to pay approved claims electronically, provided that the holder of the mortgage submits all information required by Standard Form 3881, ACH Vendor/Miscellaneous Payment Enrollment Form, to an address stipulated by RD within a sufficient time span to establish the Automated Clearing House (ACH) payment mechanism. Claims payments will be based on accurate information present in the electronic claim, supplemented by paper documentation when requested.
- 3.6 Trading Partner agrees to maintain documentation that substantiates the claim for six years.

3.7 Trading Partner agrees to provide supporting documentation when notified a claim has been selected for review or is suspended for review. Supporting documentation must be made available in the timeframes requested. If Trading Partner does not comply timely with a request for documents, then the loss claim may be denied or reduced according to RD regulations and RD will no longer accept electronically filed loss claims from the Trading Partner upon notice by RD.

4.0 FORCE MAJEURE

None of the parties in this agreement will be liable for failure to properly conduct EDI in the event of war, accident, riot, fire, flood, epidemic, power outage, labor dispute, act of God, act of public enemy, malfunction or inappropriate design of hardware or software, or any other cause beyond such party's control. If, in RD's judgment, standard business cannot be conducted by EDI, RD will, at its discretion and upon notice to the Trading Partner, return to paper-based systems for processing mortgage loss claims.

Representing: (Trading Partner)

Representing: Rural Development

Signature: _____
Printed Name: _____
Title: _____

Donna Chism
Chief, Guaranteed Loan Branch

Date: _____

Date: _____

Trading Partner:

Rural Development Contact:

Complete Legal Name _____
Security Administrator:
Name _____
E-mail _____
Telephone _____
Fax _____
EAuthentication ID _____

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