



## Housing Counseling Program Disclosure

Purpose of Housing Counseling. I/We understand that the purpose of the housing counseling program is to provide one-on-one counseling to help clients fix problems that prevent affordable mortgage financing. The counselor will analyze the mortgage default, and explain the collection and foreclosure process. The counselor will also assist client in communicating with the mortgage servicer and other creditors. The counselor will analyze clients financial and credit situation, identify those barriers preventing them from obtaining affordable mortgage financing, and develop a plan to remove those barriers. The counselor will also provide assistance in debt-load management with the preparation of a monthly and manageable budget plan. I/We further understand that it will not be the responsibility of the counselor to fix the problem for me/us but rather to provide guidance and education to empower me/us in fixing those issues preventing affordable mortgage financing.

Eligible Criteria. I/We understand that the counseling agency provides housing counseling assistance to clients whose problems can be resolved in 24 months or less. I/We understand that if it is determined my/our issues will take longer than 24 months to fix, I will be referred to a long-term housing counseling program.

Homeownership Education Classes. I/We understand that as part of the housing counseling program, I/We will be required to attend group homeownership education classes.

Client's Responsibility. I/We understand that it is our responsibility to work in conjunction with the counseling process and that failure to cooperate will result in the discontinuation of my counseling program. This includes but is not limited to missing three consecutive appointments.

Disclosures. I/We understand First Home Alliance is committed to offering clients a variety of product choices. I/We further understand that First Home Alliance has a Homebuyer Education and Counseling Agreement with Bank of America. I/We understand there is **no obligation** to use Bank of America's loan products or programs; and that counseling services are not contingent on use of any particular product or service. I/We understand that I/We have the right to accept or decline services or products from any First Home Alliance referral.

Client Choices I/We understand First Home Alliance is committed to offering clients a variety of product choices I/We understand there is no obligation to use products or services of First Home Alliance or its partners. I/We understand that I/We are free to choose a product or abstain from doing so, and that receiving housing counseling services from the agency is not contingent on the use of any product or service.

Alternative Services, Programs and Products. First Home Alliance Counselors, as appropriate, refers clients to other community service organizations such as: Prince William County's Office of Housing and Community Development which include financial counseling, homeownership education, voucher programs (Section 8), adult and child care programs, homeless intervention



and other housing assistance; the Northern Virginia Urban League and Hispanic Committee of Virginia. Clients are provided with a community resource list which outlines emergency shelter programs, financial assistance, transitional housing information, free medical assistance as well as other programs and resources offered in Prince William County and the surrounding region. We also additionally refer clients to Wells Fargo, Chase, Bank of America and other lenders.

This is to acknowledge that I have received, reviewed, and understand First Home Alliance's Housing Counseling Program Disclosure.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Counselor

\_\_\_\_\_  
Date



## Privacy Policy and Practices

We at the Housing Counseling Agency value your trust and are committed to the responsible management, use and protection of personal information. This notice describes our policy regarding the collection and disclosure of personal information. Personal information, as used in this notice, means information that identifies an individual personally and is not otherwise publicly available information. It includes personal financial information such as credit history, income, employment history, financial assets, bank account information and financial debts. It also includes your social security number and other information that you have provided us on any applications or forms that you have completed.

### Information We Collect

We collect personal information to support our housing counseling program and to aid you in shopping for and obtaining a home mortgage from a conventional lender. We collect personal information about you from the following sources:

- Information that we receive from you on applications or other forms,
- Information about your transactions with us, our affiliates or others,
- Information we receive from a consumer reporting agency, and
- Information that we receive from personal and employment references.

### Information We Disclose

We may disclose the following kinds of personal information about you:

- Information we receive from you on applications or other forms, such as your name, address, social security number, employer, occupation, assets, debts and income;
- Information about your transactions with us, our affiliates or others, such as your account balance, payment history and parties to your transactions; and
- Information we receive from a consumer reporting agency, such as your credit bureau reports, your credit history and your creditworthiness.

### To Whom Do We Disclose

We may disclose your personal information to the following types of unaffiliated third parties:

- Financial service providers, such as companies engaged in providing home mortgage or home equity loans,
- Others, such as nonprofit organizations involved in community development, but only for program review, auditing, research and oversight purposes.

We may also disclose personal information about you to third parties as permitted by law. Prior to sharing personal information with unaffiliated third parties, except as described in this policy, we will give you an opportunity to direct that such information not be disclosed.



Confidentiality and Security

We restrict access to personal information about you to those of our employees who need to know that information to provide products and services to you and to help them do their jobs, including underwriting and servicing of loans, making loan decisions, aiding you in obtaining loans from others, and financial counseling. We maintain physical and electronic security procedures to safeguard the confidentiality and integrity of personal information in our possession and to guard against unauthorized access. We use locked files, user authentication and detection software to protect your information. Our safeguards comply with federal regulations to guard your personal information.

Directing Us Not to Make Disclosures to Unaffiliated Third Parties

If you prefer that we not disclose personal information about you to unaffiliated third parties, you may opt out of those disclosures, that is, you may direct us not to make those disclosures (other than disclosures permitted by law).

- If you wish to opt out of disclosures to unaffiliated third parties other than nonprofit organizations involved in community development, you may check Box 1 on the attached Privacy Choices Form.
• If you wish to opt out of disclosures to nonprofit organizations involved in community development that are used only for program review, auditing, research and oversight purposes, you may check Box 2 on the attached Privacy Choices Form.

PRIVACY CHOICES FORM

If you want to opt out, that is direct us not to make disclosures about your personal information (other than disclosures permitted by law) as described in this notice, check the box or boxes below to indicate your privacy choices. Then send this form to the address listed below.

- [ ] Box 1 - Limit disclosure of personal information about me to unaffiliated third parties other than nonprofit organizations involved in community development.
[ ] Box 2 - Limit disclosure of personal information about me to nonprofit organizations involved in community development that are used only for program review, auditing, research and oversight purposes.

Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Signature: \_\_\_\_\_

If you have checked any of the boxes above, please mail this form in a stamped envelope to our agency:

Please allow approximately 30 days from our receipt of your Privacy Choices Form for it to become effective. Your privacy instructions and any previous privacy instructions will remain in effect until you request a change.



**Client/Counselor Agreement**

(Client)

I/We, \_\_\_\_\_ am/are electing to participate in First Home Alliance's counseling and guidance program, which includes the following services:

- Development of a spending plan
- Analysis of the mortgage default, including the amount and cause
- Presentation and explanation of reasonable options available to the homeowner
- Assistance communicating with the mortgage servicer and other creditors
- Timely completion of promised action
- Explanation of collection and foreclosure process
- Identification of assistance resources
- Referrals to needed resources

I/We understand the Counselor will provide these services with confidentiality, honesty, respect and professionalism. I/We further understand in accordance with Housing of Urban Development (HUD) requirements clients files will be retained for a minimum of three (3) years.

I/We \_\_\_\_\_ understand and agree to abide by the following Terms of Service:

- (a) Client will provide honest and complete information to my/our counselor, whether verbally or in writing.
- (b) Client will provide all necessary documentation and follow-up information within the timeframe requested.
- (c) Client will be on time for appointments and understands that all appointments will end at the scheduled time, even if the Client is tardy.
- (d) Client will call within six (6) hours prior to a scheduled appointment if he/she is unable to attend.
- (e) Client will contact their designated Counselor immediately about any changes in their situation immediately.
- (f) Client will seek Financial Literacy Training.

I/We understand the Counselor will provide these services with confidentiality, honesty, respect and professionalism. I/We further understand in accordance with Housing of Urban Development (HUD) requirements clients files will be retained for a minimum of three (3) years.

I/We further understand if I/we do not abide by the above terms, First Home Alliance may discontinue services. Additionally, First Home Alliance reserves the right to terminate services for the following reasons: (1) the client meets their housing need/resolves the problem; (2) First Home Alliance determines further counseling will not meet the client's housing need or resolve the client's housing problem; (3) First Home Alliance attempts to, but is unable to, locate the client; (4) the client does not follow the agreed-upon action plan; (5) the client otherwise terminates housing counseling; or (6) The client fails to appear for housing counseling appointments.

This is to acknowledge that I have received, reviewed, and understand First Home Alliance's **Client/Counselor Agreement.**

Client _____	Date _____
_____	_____
Client _____	Date _____
_____	_____
Counselor _____	Date _____
_____	_____