

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, explain the collection and foreclosure process, also assist client in communicating with the mortgage servicer and other creditors, analyze clients financial and credit situation, identify those barriers preventing them from obtaining affordable mortgage financing, and develop a plan to remove those barriers, 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.

<u>Eligible Criteria.</u> I/We understand that the counseling agency provides housing counseling assistance to clients whose problems can be resolved in 24 months or less; if it is determined that my/our issues will take longer than 24 months to fix, I/We 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.

<u>Client's Responsibility</u>. 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/our 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; has a Homebuyer Education and Counseling Agreement with Bank of America, 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 have the right to accept or decline services or products from any *First Home Alliance* referral.

<u>Client Choices</u>. I/We understand *First Home Alliance* is committed to offering clients a variety of product choices, there is no obligation to use products or services of *First Home Alliance* or its partners; 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.

<u>Alternative Services, Programs and Products.</u> *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.

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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, Bank of America, SunTrust, 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 |

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First Home Alliance Privacy Policy

First Home Alliance is committed to assuring the privacy of individuals and/or families who have contacted us for assistance. We realize that the concerns you bring to us are highly personal in nature. We assure you that all information shared both orally and in writing will be managed within legal and ethical considerations. Your "nonpublic personal information," such as your total debt information, income, living expenses and personal information concerning your financial circumstances, will be provided to creditors, program monitors and others, only with your authorization and signature on the Foreclosure Mitigation Counseling Agreement. We may also use anonymous aggregated case file information for the purpose of evaluating our services, gathering valuable research information and designing future programs.

Types of information that we gather about you

• Information we receive from you orally, on applications or other forms, such as your name, address, social security number, assets, and income;

• Information about your transactions with us, your creditors, or others, such as your account balance, payment history, parties to transactions and credit card usage; and

• Information we receive from a credit reporting agency, such as your credit history.

You may opt-out of certain disclosures

1. You have the opportunity to "opt-out" of disclosures of your nonpublic personal information to third parties (such as your creditors), that is, direct us not to make those disclosures.

2. If you choose to "opt-out", we will not be able to answer questions from your creditors. If at any time, you wish to change your decision with regard to your "opt-out", you may call us at (703)580-8838 and do so.

Release of your information to third parties

1. So long as you have not opted-out, we may disclose some or all of the information that we collect, as described above, to your creditors or third parties where we have determined that it would be helpful to you, would aid us in counseling you, or is a requirement of grant awards which make our services possible.

2. We may also disclose any nonpublic personal information about you or former customers to anyone as permitted by law (e.g., if we are compelled by legal process).

3. Within the organization, we restrict access to nonpublic personal information about you to those employees who need to know that information to provide services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



Foreclosure Mitigation & Housing Counseling Agreement

1. I/We understand that *First Home Alliance* provides foreclosure mitigation counseling after which I will receive a written action plan consisting of recommendations for handling my finances, possibly including referrals to other housing agencies as appropriate.

2. I/We understand that *First Home Alliance* receives Congressional funds through the National Foreclosure Mitigation Counseling (NFMC) program and funds from other entities such as the U.S. Dept of Housing and Urban Development, Virginia Housing Development Authority (VHDA), local governments, foundations, etc, and is required to share some demographic and program required information/data with NFMC & other funders or their agents.

3. The information/data shared with funders is for purposes of program monitoring and auditing, compliance, and follow up with me within the next three years for the purposes of program evaluation and compliance.

4. I/We acknowledge that I have received a copy of *First Home Alliance's* Privacy Policy.

5. I/We may be referred to other housing services of the organization or another agency or agencies as appropriate that may be able to assist with particular concerns that have been identified. I understand that I am not obligated to use any of the services offered to me.

6. A counselor may answer questions and provide information, but not legal advice. If I want legal advice, I will be referred for appropriate assistance.

7. I/We understand that *First Home Alliance* provides information and education on numerous loan products and that the housing counseling I/We receive from *First Home Alliance* in no way obligates me to choose any of these particular loan products or housing programs.

8. I/We acknowledge that *First Home Alliance* will submit client-level information to the Data Collection System for the NFMC grant and Counselor Max database.

9. I/We understand that NFMC and other funders will open files to be reviewed for program monitoring and compliance purposes.

10. I/We understand that NFMC and other funders will conduct follow-up with the client related to program evaluation and compliance.

ACCEPTED AND AGREED:

Date _____

By:

Date

| FIDCT | HUME | ALLIAN | ICE |
|--------------|-------|--------|-----|
| FINDI | IIUNE | ALLIAN | |

By: _____

Date ____

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Service Fee Schedule (2017)

| Services: | Fee: | |
|---|---------------------------|--|
| Foreclosure Prevention and Default Counseling [fee is waived] | (FREE) | |
| VA (VHDA) Homebuyer Education Class & One-on-One Counseling | (FREE) | |
| MD & DC Homebuyer Education Class & One-on-One Counseling | (\$50/household) | |
| Online Homebuyer Education Class – Provided by eHome America | (\$99/household) | |
| FHA's Back to Work Counseling | (\$125/hours up to \$250) | |
| Refinance Counseling (Non-Delinquency/Non-Foreclosure) | (\$125/hours up to \$250) | |
| Reverse Mortgage Certification Counseling: Coming Soon | (\$125/hour up to \$375) | |
| *Credit Reports: Tri-merge report with scores required for all coun | seling (\$20/person) | |

*Process payment via online voucher or bring certified funds. Personal checks are not accepted.

If you have any questions, please do not hesitate to call or email us.

Sincerely, The First Home Alliance Team