



# Washington County Community Development Agency



## Homeownership Program Disclosure Statement

*NOTE: If you have impairment, disability, language barrier, or otherwise require an alternative means of completing this form or accessing information about housing counseling, please communicate with your Homeownership Specialist about arranging alternative accommodations.*

The Washington County Community Development Agency (CDA) provides this full disclosure of any potential and actual conflicts of interest so that you are in a position to make fully informed decisions.

The CDA is a HUD-approved housing counseling agency. We serve all clients without regard of race, color, religion, creed, sex, national origin, age, marital status, familial status, disability, public assistance status, sexual orientation, gender identity, or local human rights commission activity. We administer our programs in conformity with local, state, and federal antidiscrimination laws, including the federal Fair Housing Act (42 USC 3600, et seq.), title VIII of the Civil Rights Act, as well as the Human Rights Act.

The powers and duties of the CDA are regulated by State Law, primarily in Chapter 469. The CDA can purchase, lease, or sell land and buildings, undertake redevelopment projects or rehabilitation programs, issue a variety of bonds, construct, own and manage housing development projects, and administer a variety of federal or state housing and/or community development related programs relating to rent assistance, pollution clean-up, or neighborhood revitalization programs.

### **Homeownership Program Description of Services:**

Home Buyer Counseling: In depth guidance designed to prepare clients for successful mortgage application as well as to develop a plan to meet each client's goals based on the specifics of their situation.

Home Buyer Education: A course designed to educate on the steps of buying a home.

Foreclosure Counseling: To help clients understand the foreclosure timeline and their mortgage options based on the client's needs.

Refinance Counseling: To help clients understand the cost of the loan they are trying to refinance into.

Financial Wellness: In depth, comprehensive program designed to increase successful homeownership and household stability through intensive financial empowerment and homeowner training.

Closing Cost and Down Payment Assistance: A program designed to help clients fulfill the entry cost requirements to home buying.

Reverse Mortgage Counseling: Assist senior by explaining how reverse mortgages work and their implications, the appropriateness of a reverse mortgage for your personal and financial situation, and possible financial alternatives to reverse mortgages.

Referrals and Community Resources: You may be provided referral information regarding local and regional services available to meet a variety of needs. You may consider seeking alternative products and services from other entities including the Federal Housing Administration (FHA) for first-time homebuyer loan programs, Family Means for credit and financial counseling, and the Minnesota Homeownership Center for alternative housing counseling agencies.

### **Clients who participate in the Homeownership Programs, please note:**

The CDA is funded through a variety of sources to support its mission. These funding sources include the US Department of Housing and Urban Development (HUD), Minnesota Housing Finance Agency, Family Housing Fund, Greater Minnesota Housing Fund, Metropolitan Council, Minnesota Homeownership Center, and other public and private organizations including Wells Fargo, and Fannie Mae.

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## Homeownership Program Disclosure Statement (cont.)

For foreclosure prevention purposes, the CDA may receive financial support from Wells Fargo and Fannie Mae regardless of the assistance outcome. As a housing counseling program participant, you are not obligated to use the products and services offered by the CDA or its exclusive funders or partners in order to participate in any of the CDA's programs, including housing counseling services. Implementation of any suggestions or information received, participation in programs, or utilization of services provided by or referred by the CDA or their partners are the client's own responsibility and based on decisions made of their own free will and choice.

### Quality Assurance:

In order to assess client satisfaction and in compliance with grant funding requirements, the CDA, or a partner of the CDA, may contact you during or after the completion of your housing counseling service. You may be requested to complete a survey asking you to evaluate your client experience. Your survey data may be confidentially shared with the CDA's funders such as HUD, Minnesota Homeownership Center, or Minnesota Housing Finance Agency.

### Errors and Omissions and Disclaimer of Liability:

I/we agree the CDA, CDA employees, agents, and directors are not liable for any claims and causes of action arising from errors or omissions by such parties, or related to my participation in the CDA's counseling; and hereby release and waive all claims of action against the CDA and their affiliates. I have read this document, understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of liability to the greatest extent allowed by law. If any provision of this document is unenforceable, it shall be modified to the extent necessary to make the provision valid and binding, and the remainder of this document shall remain enforceable to the full extent allowed by law.

I understand the information I have been given above. I understand I may receive information on the services provided by the CDA and alternative services and programs. I am under no obligation to utilize any of these services. By signing below, I/we acknowledge that I/we have received, reviewed, and agree to the Washington County CDA's program disclosure notice.

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Client's Signature/ Date

Client's Signature/ Date

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*Please print* Client's Name(s)

If Program Disclosure was given verbally:

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Homeownership Specialist Signature and Date Disclosure Given



## Washington County Community Development Agency Combined Privacy Act Notice and Tennesen Warning

We at Washington County CDA value your trust and are committed to the responsible management, use and protection of personal information. This notice describes our policy regarding collection and disclosure of personal information. The following programs are funded in part by state, federal and local agencies:

- Financial Wellness Homeownership Counseling;
- Homebuyer Education (Home Stretch);
- Homebuyer Counseling;
- Home Equity Conversion Mortgage (HECM)/Reverse Mortgage Counseling;
- Refinance Counseling;
- Foreclosure Counseling.

These agencies receive the information described below.

### **Social Security Numbers**

The Privacy Act of 1974 makes it unlawful for any federal, state, or local government agency to deny your participation in the above referenced programs if you refuse to provide your social security number. If you do not voluntarily provide your social security number, services to you may be more limited, but you will continue to be eligible to receive the services we can provide without a social security number.

### **Other Private Data**

Under Minnesota Statutes, your name and address may be public data. All other information we may ask about you is categorized as private data on individuals. Agreeing to share your public data is mandatory for participation in the above referenced programs. Sharing your private data is not mandatory for participation in the program. However, if you do not provide private information (such as income, debts, and assets) services to you may be more limited.

We collect private data for the purposes of service delivery, program management, compliance, monitoring, research, and program evaluation.

We collect your private information from the following sources:

- Information we receive from you on applications or other forms,
- Information about your transactions with us, and
- Information we receive from a consumer credit reporting agency.

We may disclose private information about you which may include your name, address, Social Security number, employer, assets, debts, income, credit bureau reports, your credit history and your creditworthiness.

We may disclose your private information to the following entities or their representatives identified below or to other entities properly authorized under law to review it.

- Staff at this organization and its partners operating in this program who need it to work on your case;
- Staff of the HECAT funders: Minnesota Housing Finance Agency, Family Housing Fund, Greater Minnesota Housing Fund, and the Minnesota Homeownership Center;
- Staff of the United States Department of Housing and Urban Development (HUD);
- Staff of the Homeownership Capacity funder: Minnesota Housing Finance Agency.



# Washington County Community Development Agency



## Combined Privacy Act Notice and Tennesen Warning (cont.)

By signing below you agree to allow us to collect and share information as described above; please indicate your approval with your signature, below.

\_\_\_\_\_  
Client Signature Date

\_\_\_\_\_  
Client Signature Date

**Verbal acknowledgement is acceptable if information was provided to client in non-face-to-face session.**  
 The undersigned verifies that verbal authorization for release of above confidential information has been given. The client was fully informed of the information contained in this document and understood its nature and intended use of the released information.

\_\_\_\_\_  
 Client Name Homeownership Advisor/Coach's Signature Date

**NOTE:** A copy of this notice with Homeownership Advisor/Coach's signature has been mailed to the client.



# Washington County Community Development Agency Homeownership Program Counselor & Homeowner Agreement



The Washington County CDA provides a free and confidential counseling service to future homebuyers and current homeowners who want to refinance or are at risk of foreclosure.

The Washington County CDA and its counselors agree to provide professional counseling services to \_\_\_\_\_  
(homeowner's name).

### What to expect:

The counselor will help you:

- Provide you with factual information; review your housing goal and your finances; which include your income, debts, assets and credit history.
- Prepare an action plan in a timely manner that lists the steps that you and your Homeownership Counselor will take in order to achieve your housing goal.
- Prepare a household budget that will help you manage your debt, expenses, and savings.
- Presentation of reasonable options available based on your current situation.
- Your counselor is not responsible for achieving your housing goal, but will provide guidance and education in support of your goal.
- Neither your counselor nor CDA, employees, agents, contractors, or directors may provide legal advice.
- Offer referrals to needed resources.
- Provide services confidentially, honestly and respectfully.

### Homeowner Commitment

You understand that in order for the counselor to provide you with the best service possible, you agree to:

- Provide honest, accurate and complete information about your income, debts, expenses, credit and employment.
- Provide all necessary documentation and complete action plan steps within the timeframe requested.
- Attending meetings, returning calls, and promptly providing requested paperwork.
- Notify CDA or the counselor immediately, preferably 24 hours before a scheduled appointment, if you will be unable to attend an appointment.
- Arrive on time for appointments. You understand that if you are late for an appointment, the appointment will still end at the scheduled time and the counselor may need to reschedule.
- Contact the counselor about any changes in your situation or your housing situation and goal immediately.
- Attending educational workshops (i.e. Homebuyer Education) as recommended
- Retaining an attorney if seeking legal advice and/or representations in matters such as foreclosure or bankruptcy protection.

**Termination of Services:** Failure to work cooperatively with your counselor and/or CDA will result in discontinuation of counseling services. This includes but is not limited to, missing three consecutive appointments

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Counselor's Signature

\_\_\_\_\_  
Date

# Washington County Community Development Agency

## Homeownership Program



### Authorization for Release of Information

7645 Currell Boulevard, Woodbury, MN 55125-2256  
Phone: (651) 458-0936 Fax: (651) 458-1696



I/We hereby authorize **Washington County Community Development Agency** (WCCDA; Federal Tax ID No. 41-xxx8079), its agents or assigns to verify my/our past and present employment earnings, records, past and present employment status, bank accounts, obligations, and all other financial matters that are needed to process my/our application.

I/We authorize WCCDA, its agents or assignees to order a consumer credit report from CoreLogic Credco at no cost for the first two credit reports. I/We understand that I/We will pay the CoreLogic Credco fee for any subsequent reports, which is currently \$24.25 per person per report. I/we authorize WCCDA to verify other credit information, including past and present mortgages and contracts-for-deed. I/We also give my/our consent to contact my/our accountant, tax preparer, or the Internal Revenue Service, in the event my/our tax returns are needed to verify any reported income.

I/We further authorize WCCDA to exchange information with all pertinent parties to assist me in identifying my options. "Pertinent parties" shall include, but are not limited to, attorneys, loan originators, my/our lender or mortgage servicer(s), and the owner of my/our existing mortgage loan(s) (such as Fannie Mae or Freddie Mac), and the U.S. Department of Housing and Urban Development. It is understood that a photocopy of this form will also serve as authorization.

The information WCCDA, its agents or assigns obtains is to be used in the processing of my/our application for WCCDA's Homeownership Program, I further allow WCCDA to contact my mortgage lender for a period of up to 36 months from the date of this application to inquire about the status of my/our mortgage, allowing Program staff to track the long-term effects of the program.

**Applicant Name** (*please print*): \_\_\_\_\_

Social Security Number: \_\_\_\_\_

**Co-Applicant Name** (*please print*): \_\_\_\_\_

Social Security Number: \_\_\_\_\_

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

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

**Applicant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Co-Applicant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Loan No:** \_\_\_\_\_ **Loan No:** \_\_\_\_\_

WCCDA Counselors: Dana Slimmer and Portia Jackson  
WCCDA Tax ID: 41-xxx8079