**About Us and Program Purpose:** The mission of [AGENCY] is to [mission statement]. [AGENCY] is a nonprofit, HUD-approved housing counseling agency. We provide free housing counseling and education services, including [LIST SERVICES, e.g. Mortgage Delinquency & Default Resolution Counseling, Pre-purchase Counseling, Rental Housing Counseling, as well as Financial, Budgeting, & Credit Repair and Pre-purchase Homebuyer Education Workshops]. We serve all clients regardless of income, race, color, religion/creed, sex, national origin, age, family status, disability, or sexual orientation/gender identity. We administer our programs in conformity with local, state, and federal anti-discrimination laws, including the federal Fair Housing Act (42 USC 3600, et seq.). **As a housing counseling program participant, please affirm your roles and responsibilities along with the following disclosures and initial, sign, and date the form on the following page.**

**Client and Counselor Roles and Responsibilities:**

|  |  |
| --- | --- |
| Counselor’s Roles & Responsibilities | Client’s Roles & Responsibilities |
| * Reviewing your housing goal and your finances
* Preparing a Client Action Plan that lists the steps that you and your counselor will take in order to achieve your housing goal.
* Preparing a household budget.
* 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 agency employees, agents, or directors may provide legal advice.
 | * Completing the steps assigned to you in your Client Action Plan.
* Providing accurate information about your income, debts, expenses, credit, and employment.
* Attending meetings, returning calls, providing requested paperwork in a timely manner.
* Notifying your counselor when changing a housing goal.
* Attending educational workshops as recommended.
* Retaining an attorney if seeking legal advice and/or representation in matters such as foreclosure or bankruptcy protection.
 |
| **Termination of Services: Failure to work cooperatively with housing counselor and/or [AGENCY] will result in the discontinuation of counseling services. This includes, but is not limited to, missing three consecutive appointments.** **INITIALS: \_\_\_\_\_ / \_\_\_\_\_** |

**Agency Conduct**: No [AGENCY] employee, volunteer, or agent shall undertake any action that might result in, or create the appearance of, administering counseling operations for personal or private gain, provide preferential treatment for any person or organization, or engage in conduct that will compromise our agency’s compliance with federal regulations and our commitment to serving the best interests of our clients.

**Agency Relationship**: [AGENCY] has financial affiliation with HUD, [LIST OTHER FUNDERS]. As a housing counseling program participant, you are not obligated to use the products and services of [AGENCY] or our industry partners.

**Data Sharing with Third Parties:** I/we give [AGENCY] authorization to share my information with HUD and the Housing Partnership Network, [AGENCY] HUD Housing Counseling Program intermediary. **INITIALS \_\_\_\_\_ / \_\_\_\_\_**

\*If your privacy policy includes a disclosure about data sharing with third parties, it does not need to be repeated so you can delete this section

**Alternative Services, Programs, and Products & Client Freedom of Choice:** In the interest of full disclosure, [AGENCY] also provides [LIST RELEVANT SERVICES, e.g. mortgage lending, real estate, etc.]. As a housing counseling client, you are not obligated to participate in any of these services. You are entitled to choose whatever services and/or products best meet your needs. We may provide information on alternative services, programs, and products available to you, if applicable and known by our staff.

**Referrals and Community Resources**: You will be provided a community resource list which outlines regional services available to meet a variety of needs, including utility assistance, food banks, and legal aid assistance, among others. This list also identifies alternative agencies that provide services, programs, or products identical to those offered by [AGENCY].

**Privacy Policy**: I/we acknowledge that I/we received a copy of [AGENCY]’s Privacy Policy. **INITIALS \_\_\_\_\_ / \_\_\_\_\_**

**Home Inspection**: I/we acknowledge that I/we received a copy of ‘For Your Protection: Get a Home Inspection’ and ’10 Important Questions to Ask Your Home Inspector’. **INITIALS \_\_\_\_\_ / \_\_\_\_\_**

**Errors and Omissions and Disclaimer of Liability**: I/we agree that [AGENCY], its employees, agents, and directors are not liable for any claims and causes of actions arising from errors or omissions by such parties, or related to my participation in [AGENCY] counseling; and I hereby release and waive all claims of action against [AGENCY] and its 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 all 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. Please note that representatives of [AGENCY] do not provide tax or legal advice and that you should consult your tax advisor or attorney for such guidance.

**Quality Assurance**: In order to assess client satisfaction and in compliance with grant funding requirements, [AGENCY] or one of its partners, 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 [AGENCY] grantors such as HUD. By signing this Disclosure Statement I give [AGENCY] authorization to share my information with HUD and other third parties, as applicable.

**I/we acknowledge that I/we received, reviewed, and agree to** [AGENCY]**’s Program Disclosures.**

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**Name 1 Signature Date Name 2 Signature Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Counselor Signature Date**

**If acceptance of Program Disclosure Form is taken by phone:**

Counselor’s signature above acknowledges that this Program Disclosure Form was read to client and client has verbally agreed to [AGENCY]’s Program Disclosures. A hard copy of the disclosure was sent to the client on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.