



PROGRAM DISCLOSURE STATEMENT

About Us and Program Purpose: West Elmwood NeighborWorks HomeOwnership Center (WENHOC) is a nonprofit, HUD approved comprehensive housing counseling agency. We provide free education workshops and a full spectrum of housing counseling services including: pre-purchase, landlord, non-delinquency post-purchase, rental and foreclosure prevention. We serve all clients regardless of income, race, color, religion/creed, sex, national origin, age, familial status, disability, sexual orientation or 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 Counselors Roles and Responsibilities:

Counselor's Roles and Responsibilities	Client's Roles and Responsibilities
<ul style="list-style-type: none"> • Reviewing your housing goal and your finances; which include your income, debts, assets, and credit history. • 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 that will help you manage your debt, expenses, and savings. • Your counselor is not responsible for achieving your household goal, but will provide guidance and education in support of your goal. • Neither your counselor nor WENHOC employees, agents, nor directors may provide legal advice. 	<ul style="list-style-type: none"> • 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 phone calls, providing requested paperwork in a timely manner. • Notifying WENHOC or your counselor when changing housing goal. • Attending educational workshop(s) (i.e. Pre-purchase counseling workshops) as recommended. • Retaining an attorney if seeking legal advice and/or representation in matters such as foreclosure or bankruptcy protection.
<p>(initials) _____ Termination of Services: Failure to work cooperatively with your housing counselor and/or WENHOC with result in the discontinuation of counseling services. This includes, but is not limited to, missing three consecutive appointments.</p>	

Agency Conduct: No WENHOC employee, officer, director, contractor, 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 client.

Agency Relationships: WENHOC has financial affiliations or professional affiliations with HUD, NeighborWorks America, USDA Rural Development, State of Rhode Island, Housing Network of RI, RI Housing, banking and lending institutions including but not limited to; Coastway Community Bank, CoreLogic Credco, Bank of America, Santander, TD Bank. As a housing counseling program participant, you are not obligated to use the products and services of WENHOC or our industry partners.

Alternative Services, Programs, and Products & Client freedom of Choice: WENHOC has a first-time homebuyer program developed in partnership with but not limited to; Coastway Community Bank, Bank of RI, Bank Newport, Santander and TD Bank. However, you are not obligated to participate in this or other WENHOC programs and services while you are receiving housing counseling from our agency. You may consider seeking alternative products and services from entities including Federal Housing Administration (FHA) for first time homebuyer loan programs, RI Housing or other. Client is not obligated to purchase a home from WENHOC in order to receive pre-purchase counseling services. WENHOC routinely partners with financial institutions and may receive a counseling fee from a mortgage lender. You are entitled to choose whatever real estate professionals, lenders, and lending products that best meet your needs.

Referrals and Community Resources: You will be provided a community resource list which outlines the county and regional services available to meet a variety of needs, including utilities assistance, emergency shelter, transitional housing, food banks, and legal assistance. This list also identifies alternative agencies that provide services, programs, or products identical to those offered by WENHOC and its exclusive partners and affiliations.

_____ (initials) Privacy Policy: I/WE acknowledge that I/We received a copy of WEHHOC's Privacy Policy.

Errors and Omissions and Disclaimer of Liability: I/We agree WENHOC, its 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 WENHOC counseling; and I/WE hereby release and waive all claims of action against WENHOC 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 of the law.

Quality Assurance: In order to assess client satisfaction and in compliance with grant funding requirements, WENHOC 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 WENHOC grantors such as HUD or NeighborWorks America.

Print Name: _____ Date: _____

Sign Name: _____ Date: _____

_____ Date: _____
Counselors Signature:





CONFLICT OF INTEREST STATEMENT

Section1. GENERAL REQUIREMENTS: No staff member shall use his or her position or the knowledge gained therefore, in such a manner that a conflict between the interest of the Corporation or any of its affiliates or subsidiaries and his or her personal interest, financial or material arises.

Each staff member has a duty to place the interest of the Corporation foremost in any dealings involving the Corporation and has a continuing responsibility to comply with the requirements of this policy.

If a Staff member has any financial or material interest in a proposed transaction with the Corporation in the form of a personal financial or material interest in the transaction or in any business or organization involved in the transaction, or holds a position as trustee, director, or officer in any such business or organization, he or she must make full disclosure of such interest before any discussion or negotiation of such transaction.

Any Staff member who is aware of a personal, potential conflict of interest with respect to any matter coming before the Corporation shall not be present for any discussion of a vote in connection with the matter. The final decision in these matters is made by the Board of Directors.

However, because Staff members are recruited from low to moderate income neighborhoods, they will not necessarily be excluded or denied participation in Corporation programs and initiatives solely because of their status as a Staff member. Once they consider the possibility, or determine they might participate in a particular program or initiative, they must excuse themselves from all discussions and/or oversight or involvement on any item related to that particular program or initiative. They must also comply with any approval, special authorizations or waiver requirements of any program or initiative funding source. In no event, and under no circumstances, will they be granted preferential treatment or advantage over other program or initiative vendors, participants, enrollees, tenants, purchasers or sellers.

Section2. PURPOSE: The purpose of this Conflict of Interest Policy is to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a staff member of the Corporation. The policy is intended to supplement but not replace any applicable Federal, State or local laws governing conflicts of interest applicable to nonprofit and charitable corporations.

Section3. INTEREST PERSON: Any staff member, who has a direct or indirect financial or material interest, as defined below, is an Interested Person.

Section4. FINANCIAL or MATERIAL INTEREST: A person has a Financial or Material Interest if the person has, directly or indirectly, through business, investment or family (a) and ownership or investment interest in any entity with which the Corporation has a transaction or arrangement,(b) a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or(c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature or (d) participating in, enrolled in, rental of, purchase or acquisition of any corporate project, initiative or undertaking. A financial or Material Interest is not necessarily a conflict of interest. A person who has a Financial or Material Interest may have a conflict of interest only if the appropriate board or committee decides that a conflict of interest exists.

Section5. DUTY TO DISCLOSE: In connection with any actual or possible conflict of interest, an Interest Person must disclose the existence and nature of his/her Financial or Material Interest and must be given the opportunity to disclose all material facts to the Board of Directors.

Section6. DETERMINATION OF A CONFLICT OF INTEREST: After disclosure of the Financial or Material Interest and all material facts, and after any discussion with the Interested Person, he/she shall await a final decision while the determination of a conflict of interest is discussed and voted upon by the Board of Directors. After exercising due diligence, the board or committee, if appropriate, shall determine whether the Corporation and obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest. If a more advantageous or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the board or committee shall determine by a majority vote of the disinterested directors whether the transaction is fair and reasonable to the Corporation, and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination. The minutes of the board and/all committees with board delegated powers shall record the names of all the persons participating in the meeting, a summary of the discussion, including any proposed alternative arrangements, and a record of any votes taken in connection with the final determination.

To be considered fair and reasonable and to avail itself of the rebut-able presumption of reasonableness under the IRS's excess transaction regime, 26U.S.C. 4958, fair and reasonable requires that the Corporation use comparability data, meaning that the Corporation has looked at similar transactions by at least three or more similar entities. A fair and reasonable transaction is generally an arms- length transaction.

Section7. ANNUAL STATEMENTS: Each Staff member, shall annually sign a statement which affirms that such person (a) has received a copy of the conflict of interest policy, (b) has read and understands the policy, (c) has agreed to comply with the policy, and (d) understands that the Corporation is a charitable organization and that in order to maintain its federal tax-exemption, it must engage primarily In activities which accomplish one or more of its tax-exempt purposes.

Section8. PERIODIAC REVIEWS: To ensure that the Corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews of the conflict of interest policy and requirements shall be conducted.

VERIFICATION of RECEIPT of POLICY:

Client Name (print): _____

Client Signature: _____ Date: _____

Client (2) Name (print): _____

Client (2) Signature: _____ Date: _____

Counselor's Name (print): _____

Counselor's Signature: _____ Date: _____





Privacy Policy

West Elmwood Housing Development Corporation (WENHOC) is committed to assuring the privacy of individuals and/or families who have contacted us for assistance. We realize that the concerns you bring us are of a highly personal nature and we assure you that all information shared, both orally and in writing, will be managed with confidentiality, and to legal and ethical standards. Your “nonpublic personal information” such as total debt information, income, living expenses and personal information concerning your financial circumstances, may be provided to creditors, program monitors, and others only with your authorization and signature on the “Authorization to Release Information” form. We may also use anonymous aggregated case file information for the purpose of evaluating our services, gathering valuable research information and designing future programming.

Types of information that we gather about you

- Information we receive from you orally, on applications or other program related 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(s), payment history, credit card usage, and parties to transactions.
- Information we receive from a credit reporting agency such as your credit report and/or score.

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.
- 2) If you choose to “opt-out”, we will not be able to answer questions from third parties, such as your creditors. If at any time you wish to change your decision regarding an “opt-out”, you may do so by submitting a written request to our office.

Release of 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 the Housing Network of Rhode Island or to other third parties or instances where we have determined that it would be helpful to you, aid us in providing housing counseling services to you, or is a requirement of grant awards which make these services possible.
- 2) We may also disclose any “nonpublic personal information” about you to anyone as permitted by law such as when compelled to do so by legal process.
- 3) Within (insert organization’s name), 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 ensure confidentiality and security of your “nonpublic personal information”

Client Signature

Date

Client Signature

Date

West Elmwood NeighborWorks® HomeOwnership Center
224 Dexter Street, Providence. RI 02907
Tel- 401-453-3220
Fax- 401-453-3222

A NeighborWorks® America Member Agency



AUTHORIZATION TO OBTAIN/RELEASE CREDIT REPORT INFORMATION

I hereby authorize West Elmwood NeighborWorks HomeOwnership Center (counseling agency) hereinafter "WENHOC" to: **(Please initial)**

- _____ I/We agreed to pay \$21.00 (per person) for a tri-merge report (Transunion, Experian, Equifax) upfront to WENHOC to cover the cost of credit the report. (if applicable)
- _____ I/We authorize WENHOC/counselor to speak or share financial information on my/our behalf.
- _____ I/We understand and agree that my/our information will be used for the purpose of evaluating mortgage options and/or overall financial analysis.
- _____ I/We authorize WENHOC/counselor to release credit report or other financial information, that I have supplied in connections with such analysis.
- _____ I/We authorize WENHOC/counselor to obtain my/our credit information stored at one or more credit repositories (Transunion, Experian, Equifax).
- _____ I/We acknowledge this will appear on my credit bureau report as an inquiry.
- _____ I/We understand the Credit Bureau Repositories (Transunion, Experian, Equifax) will NOT allow a copy of this report to be given to me personally, but I/we may request a copy from the repositories.
- _____ I/We understand that WENHOC does not guarantee the accuracy of the information reported on the credit report, nor the analysis done by the counselor.
- _____ I/We agree that any disputes regarding the accuracy or completeness if said information will be directed to the source repository (Transunion, Experian, Equifax).

I fully understand and have agreed to the above mentioned terms. I understand that I/we may revoke my consent to these disclosures at any time by notifying WENHOC in writing.

_____ Print Name:

_____ Print Name:

_____ Social Security Number:

_____ Social Security Number:

_____ Driver's License Number:

_____ Driver's License Number:

_____ Date of Birth:

_____ Date of Birth:

_____ Address:

_____ Address:

_____ Client's Signature:

_____ Client's Signature:

_____ Counselors Signature:

_____ Date:





Client's Name: _____

Client's Address: _____

Authorization to Release Information

Dear Sir/Madam:

I/We are currently working with West Elmwood NeighborWorks Homeownership Center.

I/We hereby authorize you to release the Purchase and Sales and/or Uniform Residential Loan Application and/or Closing Disclosure to West Elmwood NeighborWorks Homeownership Center at their request.

I/We authorize you to discuss my personal information with any housing counselor working at West Elmwood NeighborWorks Homeownership Center.

I/We understand that I may revoke my consent to these disclosures by notifying West Elmwood NeighborWorks Homeownership Center Insert in writing at any time.

Client's Name (Printed)

Client's Name (Printed)

Client's Signature
Date

Client's Signature

_____/_____/_____
Last 4 digits of SS # DOB

_____/_____/_____
Last 4 digits of SS # DOB

Counselor's Name (Printed)

Counselor's Name (Printed)

Counselor's Signature
Date

Counselor's Signature





PHOTOGRAPH/VIDEO RELEASE AUTHORIZATION

Event: _____

I grant to WEHDC, its representatives and employees the right to take photographs and/or videos of me in connection with the above identified subject. I authorize WEHDC, its assigns and transferees to copyright, use and publish the same in print and or electronically.

I agree that WEHDC may use such photograph/video of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and web content.

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FORMA DE PERMISO PARA FOTOGRAFIAS / VIDEOS

Evento: _____

Concedo a WEHDC, a sus representantes y a los empleados la derecha de tomar las fotografías y/o los videos de mí con respecto al tema arriba identificado. Autorizo WEHDC, su asigna y los transferidos al copyright, uso y publica igual en la impresión y o electrónicamente. Convengo que WEHDC puede utilizar tal fotografía/vídeo de mí con o sin mi nombre y para cualquier propósito legal, incluyendo por ejemplo los propósitos tales como la publicidad, ilustración,

- YES, I give permission to release photograph and/or video to WEH**
- SI, doy el permiso para divulgar fotos y/o videos**

- NO, I do not give permission to release photograph and/or video to WEH**
- NO, le doy permiso para divulgar mi fotos y/o videos**

Print Name

Signature

Nombre

Firma

DATE: Dia _____

