



**Lower 9th Ward Neighborhood Empowerment
Network Association (NENA)**

**Disclosure to Client for HUD Housing Counseling Services
Effective January 1, 2021**

Services Offered

A) Pre-Purchase Counseling

NENA provides one-on-one counseling designed to meet the specific needs of clients to meet their goals. The client's unique situation will be discussed and the action plan is created to outline appropriate steps to take. Many students in our workshops are referred by agencies that require pre-purchase counseling in addition to workshops. Pre-purchase counseling usually requires that we pull at least one credit report. Each counselor will provide regular routine follow up with the client as needed until the case has reached a resolution as detailed in the client action plan or the client has withdrawn from counseling. We charge the cost of the credit report currently \$12.50 per individual. The cost of pre-purchase counseling is \$37.50.

B) Pre-Purchase Homebuyer Education Workshops (First Time Homebuyer Class)

Our homebuyer workshop is a 12-hour course taken over 6 weeknights via video conferencing technology. Topics include The Lending Process, Searching for your Dream home, The role of the REALTOR®, The Home Inspection, The Title Company, Closing and more. The tuition is \$75. Students may attend any class a second time for free. The monthly fair housing session is free and we occasionally conduct other free home buyer workshops.

C) Financial, Budgeting, and Credit Workshops (Financial Literacy Class)

These workshops are designed to help our client at any stage of their financial development. Topics include Banking, Financial Products, Insurance, Financial planning, investments and more. These workshops are combination instruction, online education, homework and follow-up. The tuition is \$75. Students may attend any class a second time for free.

These workshops have cohorts of 7-12 participants who attend four sessions through the month and have regular check-ins after to ensure they are utilizing better money habits. The following is our curriculum:

D) Mortgage Delinquency and Default Resolution Counseling

This type of counseling addresses a delinquency and default. The counselor prepares a budget with the client to determine if the client could complete a repayment plan. The counselor then may submit a request for a forbearance package from the lender. The possible outcomes are a

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workout plan, loan modification, or pre-foreclosure sale. They may also receive information about either Short Sales or dation en paiement (a Louisiana term similar to a deed in lieu) if that information is needed or desired by the client. Counselors who do default counseling must be capable of reaching loss mitigation departments and negotiating on behalf of the client for the solutions described above under Mortgage Default Counseling. BENI's counselors also work with loss mitigation departments on behalf of our clients. There is no charge by NENA for this type of counseling.

Relationships with Industry Partners

Our agency has no financial or exclusive relationships with specific industry partners such as lenders, realty companies, builders, state housing finance agency, and intermediaries and their affiliates or branches. NENA invites guest speakers such as real estate agents, lenders, appraisers, inspectors, and other professionals that charge a fee for their services. NENA does not pay or charge speakers unless disclosed here. From time-to-time, vendors sponsor events at NENA. NENA has a relationship with the U.S. Department of Housing and Urban Development and is an independent HUD-approved housing counseling agency and does not have any affiliate relationships. You are not required to use the services of any guest speaker, affiliate, vendor, or sponsor.

Conflict of Interest

- (1) No NENA counselor, director, employee, officer, contractor, or agent of a participating agency shall engage in activities that create a real or apparent conflict of interest. Such a conflict would arise if the director, employee, officer, contractor, agent, his or her spouse, child, general partner, or organization in which he or she serves as employee (other than with the participating counseling agency), or with whom he or she is negotiating future employment, has a direct interest in the client as a landlord, broker, or creditor, or originates, has a financial interest in, services, or underwrites a mortgage on the client's property, owns or purchases a property that the client seeks to rent or purchase, or serves as a collection agent for the client's mortgage lender, landlord, or creditor.
- (2) No NENA counselor, director, employee, officer, contractor, or agent of a participating agency shall not refer clients to mortgage lenders, brokers, builders, or real estate sales agents or brokers in which the officer, employee, director, his or her spouse, child, or general partner has a financial interest, neither may they acquire the client's property from the trustee in bankruptcy or accept a fee or any other consideration for referring a client to mortgage lenders, brokers, builders, or real estate sales agents or brokers.
- (3) Every NENA counselor, director, employee, officer, contractor, or agent of a participating agency or any member of his or her immediate family shall avoid any action that might result in, or create the appearance of, administering the housing counseling operation for personal or private gain; providing preferential treatment to any organization or person; or undertaking any action that might compromise the agency's ability to ensure compliance with the requirements of this part and to serve the best interests of its clients.

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No Client Obligation

There is no obligation to receive, purchase, or use any product or service offered by this agency or any services of its industry partners or other party in exchange for your receiving HUD housing counseling services.

Alternatives

As a condition of our services, and in alignment with meeting our counseling goals, and in compliance with HUD's Housing Counseling Program requirements, we may provide information on alternative services, programs, and products available to you, if applicable and known by our staff.

Housing Counseling Fee Disclosure

Service	Cost
Pre-purchase Counseling	\$37.50
Credit Report at Cost	\$12.50
12- hour Financial Literacy Class	\$75.00
12-hour First-Time Home Buyer Class	\$75.00
All other Public Workshops and Counseling	Free

I have read and received a copy of this disclosure.

Client

Date

Client

Date

This disclosure was conveyed verbally via a virtual session, telephone session, or face-to-face.

Counselor

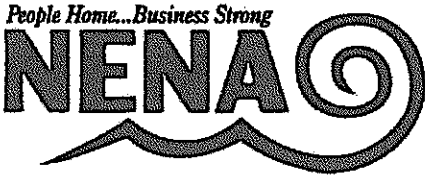
Date

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Third Party Authorization

The undersigned client(s) (collectively known as "the Client") authorizes 9th Ward NENA and certain third parties to share, discuss, and otherwise provide to and with each other public and non-public information contained in or related to the pre-purchase housing counseling or mortgage delinquency of the Client. This information may include, but is not limited to, the name, address, telephone number, social security number, credit score, income, government monitoring information, loss mitigation application status, account balance, program eligibility, and payment activity of the Client.

9th Ward Nena will take reasonable steps to verify the identity of a third party but has no responsibility or liability to verify the identity of such third party. 9th Ward NENA also has no responsibility or liability for what the third party does with such information. Third Party with whom information may be shared include:

- Staff and other persons involved in program administration.
- Community organizations and institutions who approve applications.
- Auditors who perform required audits of this program.
- Authorized personnel of the U.S. Department of Housing and Urban Development
- Local, state, and federal agencies providing funding assistance for you.
- Law enforcement personnel in the case of suspected fraud or other enforcement authorities as required.
- Those persons who you authorize to see it.

This third-party authorization is valid until the servicer until 9th Ward NENA receives a written revocation signed by the Client.

I understand and agree with the terms of this third-party authorization

_____	_____	_____	_____
Client	Date	Client	Date

This authorization was explained via a virtual session, telephone session, or face-to-face.

_____	_____
Counselor	Date

CREDCO CONSUMER AUTHORIZATION AND RELEASE

I hereby authorize CoreLogic Credco, LLC ("CREDCO" or "FAC") to obtain my consumer report/credit information, credit risk scores and other enhancements to my consumer report (hereinafter collectively referred to as "Report") from one or more of the three national credit repositories (Equifax, Experian, or TransUnion) and provide a copy of the Report to my credit counseling agency, American Financial Solutions ("Counselor") for Counselor to provide credit counseling, financial education, and/or housing counseling services. This authorization is intended to comply with a consumer report request as set forth in 15 U.S.C. 1681b(a)(2).

I acknowledge that the Report is provided "AS IS" AND THAT CREDCO MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR A COURSE OF PERFORMANCE WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF THE REPORT OR THAT IT WILL MEET MY NEEDS AND CREDCO EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES.

I recognize that the accuracy, validity or completeness of the Report provided by CREDCO is not guaranteed by CREDCO and I hereby release CREDCO and CREDCO's parent, sister, affiliated companies, successors and assigns and its and their directors, officers, agents, employees and independent contractors (collectively, "CREDCO's Affiliates") from any liability for any negligence in connection with the preparation of the Report and from any loss, damages, expenses, costs or obligations of any kind and nature whatsoever suffered by my resulting directly or indirectly from the inaccuracy, invalidity or incompleteness of the Report.

I covenant not to sue or maintain any claim, cause of action, demand, cross action, counterclaim, third party action or other form of pleading against CREDCO or CREDCO's Affiliates for damages based upon the inaccuracy, invalidity or incompleteness of any Report provided by CREDCO hereunder.

If one or more of the provisions, or a portion of a provision of this document are held for any reason to be invalid, illegal or unenforceable, such invalidity or illegality or unenforceability will not affect any other provisions of this document, and this document will be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

Date: _____

(Signature)

(Print Name)