



Fair Housing Advocates of Northern California

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FHANC DISCLOSURE STATEMENTS

1. Services Provided. FHANC provides the following services: mortgage default and delinquency counseling and education, including foreclosure prevention and loan modification counseling; pre-purchase education and counseling; and fair housing counseling and education.
2. No Obligation to Utilize Services. The services offered by FHANC, its affiliates, directors, employees, partners, or volunteers, may also be offered by other providers. You are under no obligation to utilize any of FHANC's services, including housing counseling.
3. Scope of Services and/or Representation. FHANC will communicate the specific services FHANC can provide to you in your case (i.e.: the limited scope of assistance/ representation offered), which may also be memorialized in a separate agreement (Limited Scope Retainer Agreement or Homeowner Services Agreement). FHANC does not guarantee that it will be able to advise or assist you with any other issue now or in the future; however, if FHANC does agree to assist you on another matter, FHANC will communicate to you the scope of that assistance, which may also be memorialized in a separate agreement.
4. Confidentiality. FHANC staff will maintain client confidentiality, including ensuring that your files are securely stored. FHANC collects and stores personal information from clients and reports on the number, type, and resolution of all of housing counseling cases to many of its grant funders, including the U.S. Department of Housing and Urban Development (HUD). However, FHANC will not disclose your personal information to any third parties, other than as required by grant funders or as permitted by law, without your authorization.
5. Client Responsibilities. To access FHANC's services, you must agree to:
 - a) Fully cooperate with FHANC staff and FHANC's requests;
 - b) Maintain regular contact with FHANC as is necessary for FHANC to provide services;
 - c) Notify FHANC when other people, including opposing parties, contact you about your case;
 - d) Attend, on time, all appointments, meetings, relevant court dates, and/or settlement conferences;
 - e) Notify FHANC of any information that is pertinent to your case, including changes to your address or telephone number, plans to leave town which might interfere with any appointments or availability, or changes in your situation which may impact your case;
 - f) Provide FHANC with complete information and documentation necessary for FHANC to adequately investigate your matter and provide services to you, including assisting FHANC to locate persons who may provide or corroborate relevant or helpful information;
 - g) Maintain all documents related to your case; and
 - h) Treat all FHANC staff and volunteers with respect, courtesy, and kindness in all interactions.

6. FHANC's Responsibilities. FHANC will:
 - a) Keep you informed about the status of your case;
 - b) Keep all sensitive information provided by you confidential (except from other FHANC staff that may be working on the case), unless you expressly or impliedly authorize FHANC to disclose it;
 - c) Exercise due professional care;
 - d) Consult with you before making any significant decisions about your case;
 - e) Convey all settlement or resolution offers to you; and
 - f) Not agree to any outcome, settlement, or resolution on your behalf without your consent.
7. Services Free of Charge. FHANC will not charge you for any FHANC staff hours expended on your case.
8. Termination of Services. FHANC's assistance will automatically terminate at the completion of the services offered by FHANC to address your issue. Prior to automatic termination of services, you may terminate services at any time, for any reason. FHANC may also terminate the provision of services if:
 - a) You fail to meet "Client Responsibilities" as set forth in this Disclosure;
 - b) You fail to cooperate with reasonable requests from FHANC staff;
 - c) You treat FHANC staff or volunteers in a disrespectful, harassing, or discriminatory manner;
 - d) FHANC believes a proposed resolution or settlement is reasonable in light of the facts and the law, but you disagree;
 - e) FHANC determines that insufficient legal grounds exist to continue a court case, administrative complaint, appeal, or other intervention on your behalf;
 - f) FHANC determines that the course of action that you want to pursue is outside the scope of FHANC's mission and/or outside the scope of services that FHANC provides;
 - g) A conflict of interest is discovered or arises which makes it inappropriate for FHANC to continue assisting you; or
 - h) Further assistance/representation is not feasible due to limited agency resources.
9. Conflicts of Interest. FHANC strives to avoid real and/or apparent conflicts of interest. FHANC does not have a financial interest in, or receive compensation for, referrals to or from other businesses, including lenders, brokers, realtors, appraisers, builders, or sales agents. FHANC prohibits the solicitation and/or acceptance of gifts or gratuities for personal benefit by employees, directors, Board members, contractors, and volunteers.

As a HUD-approved Housing Counseling Agency, FHANC is required to fully disclose any and all actual or potential conflicts of interest. FHANC may receive financial support in the form of competitive grants and/or donations for its Foreclosure Prevention or Pre-purchase programs from lending institutions. Members of FHANC's Board of Directors may be employed by the financial services industry and/or lending institutions.
10. Record Retention Policy. When FHANC closes your file, all original documents that were furnished by you shall be returned upon your request. FHANC shall maintain relevant records pertaining to your case for five (5) years from the date of case closing, after which time the file may be destroyed.
11. No Guarantee of Successful Outcome. FHANC cannot and does not promise a successful outcome in your case.