

2569 US 23 S ♦ Alpena, MI 49707 989-358-4627 ♦ FAX 989-354-5909

#### Dear Homeowner:

Thank you for your interest in the Northeast Michigan Community Service Agency, Inc., (NEMCSA) Foreclosure Services Program. Our agency is a Department of Housing and Urban Development (HUD) and Michigan State Housing Development Authority (MSHDA) approved agency and can therefore provide these services to you free of charge. However, this requires us to obtain some necessary information in order to provide services to you.

Enclosed you will find an "Applicant Checklist." This form lists documents that you will need to collect and make copies to be returned to our office for review (originals will not be accepted.)

Also included in this packet are required documents that need to be completed by you, coapplicant if applicable, signed and dated (incomplete documents will slow down the process). Documents enclosed that must be completed and returned are:

- Household Profile Complete all three pages
- Counseling Agreement and Release of Information
- ➤ NEMCSA Release of Information
- Program Disclosure
- Budget Planner
- Credit Report Release
- Client/Educator Agreement Agency staff will sign and copies provided to client.
- ➤ Hold Harmless Agreement
- Client Action Plan
- Hardship Letter

Northeast Michigan Community Service Agency (NEMCSA) obtains these documents to determine your eligibility within our Foreclosure Services Program and for services through MSHDA and other possible assistance programs. Information is also reviewed by NEMCSA staff prior to appointments being scheduled in order to ensure that relevant education and options are based on each client's individual needs. Once our agency receives your documents and completed forms we will be able to contact you to schedule an appointment.

Information can be returned to the above address, fax to 989-354-5909 or scanned and emailed to me at foreclosure@nemcsa.org. If you have any questions regarding these forms or documents, please contact me at 989-358-4627.

I look forward to working with you.

Sincerely,

Ashley Gagnon Financial Coach







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## **Applicant Checklist**

In addition to the completed forms, we will need **copies** of the following information:

	Mortgage documents Property Deed
	Your most recent monthly mortgage statement showing monthly mortgage payment and escrow ounts, interest rate, mortgage payoff balance, escrow balances, etc.;
	All pertinent correspondence you have received from your mortgage lender if you are either being
thr	eatened with foreclosure on your mortgage or if you are in the process of renegotiating your
mo	ortgage loan;
	Your most recent tax bill
	A copy of your credit report dated within 60 days
	Most recent household bills (Electric, water, gas, cell phone, cable, insurance, etc)
	Copy of the Social Security Card for all adult household members
	Income information:
	<ul> <li>Pay stubs for your last four (4) pay periods;</li> </ul>
	<ul> <li>Social Security Benefit Award Letters (Retirement / Disability);</li> </ul>
	<ul> <li>SSI Benefit Award Letters (Retirement / Disability);</li> </ul>
	<ul> <li>Child Support Statements from the Friend of the Court (if applicable);</li> </ul>
	<ul> <li>Unemployment Award Letter (showing current benefit information);</li> </ul>
	<ul> <li>Workman's Compensation Awards / Decision Letters;</li> </ul>

When all of your information has been received, we will use that information to determine your: (1) income over the next 12 months, (2) average monthly income, (3) current debt, and (4) mortgage loan capacity.

Any other household income information.

Department of Human Services Eligibility Determination Letters; If you are self-employed: Year to Date Profit & Loss Statement

We understand that we are requesting a lot of information from you and that it may require a considerable amount of your time to collect and consolidate this material. Please be assured that our request is based on our experience in working with many mortgage lenders.

Our goal is to do the very best job we can to help you achieve your goals. We will work with you as quickly as possible, but please understand we cannot proceed without complete information. We will not be able to schedule an appointment unless we receive all the required documents.







### Northeast Michigan Community Service Agency Financial Empowerment Housing Education Program Household Profile

Section I – Must be completed	Section I – Must be completed by client and co-client						
Client Name (First, Middle Initial, La				Da	te of Birth :		
Street Address (do not use PO Box	):	City:		St	ate:	Z	Zip:
Home or Cell Phone Number:	Email Addre	ess:		_	<b>ender:</b> 1ale □ F	emal	le  Other
Years/months on current job:	Marital Status  Married  Widowed		Divorced	Di: Ve	sabled: eteran: grant Farm Wo		☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No
Current Housing Situation:  Own Rent Homeless Living with Family			u a First-Time Homeowner? s	ye	ars?  Yes	□ N	
Do you consider yourself the Head of I ☐ Yes ☐ No	Household:	Total Number of Household Dependents:			☐ I live in a rural area☐ Do not live in a rural area		
Based on current household sele-	ct appropria	te answ	er:				
English Proficient No  If not English, preferred language:	t English Profic	eient _			Hispanic or La Not-Hispanic Choose not to	or Lat	
Single Race: American Indian/Alaskan Native Asian Black/African American Native Hawaiian/Pacific Islander White Choose Not to Respond	☐ Asian <u>and</u> ☐ Black/Afrid	<u>I</u> White can Amer Indian/Al tiple Race		an Am	nerican	Sir Fe Ma Ma Ma Tw	of Household Type: Ingle adult Ingle adult Ingle adult Ingle parent In
Education:  ☐ Doctoral or Professional Degree ☐ Master's Degree ☐ Bachelor's Degree	☐ Associ ☐ Some ☐ Vocatio	College, I	Not Completed		GED   High School [   No High Scho		
Co-Client Name (First, Middle Initia	l, Last):			Da	ate of Birth:		
Street Address (do not use PO Box	):	City:		St	ate:	Z	Zip:
Home or Cell Phone Number:	Email Addre			M		emal	le 🗌
Years/months on current job:	Marital Status ☐ Married ☐ Widowed		Choose not to respond:	Ve Mi	sabled: eteran: grant Farm Wo		☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No
Current Housing Situation:  Own Rent Homeless Living with Famil	у		a First-Time Homeowner?  No	Ha ye:	Have you been a homeowner within the last three years? ☐ Yes ☐ No		
Based on current household sele-	ct appropria	te answ	er:				
•	ot English Profi	cient _			Hispanic or La	or Lat	
If not English, preferred language:  Single Race: American Indian/Alaskan Native Asian Black/African American Native Hawaiian/Pacific Islander White Choose Not to Respond	☐ Asian <u>and</u> ☐ Black/Afric	<u>I</u> White can Amer Indian/Al tiple Rac		an Am	Choose not to	resp	ond
Education:  ☐ Doctoral or Professional Degree ☐ Master's Degree ☐ Bachelor's Degree	☐ Associ	College, Î	Not Completed		GED   High School [   No High Scho		

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Section II – Current Homeowner(s) ONLY						
Do you currently have a MSHDA Morto  ☐ Yes ☐ No	jage?		Have you re ☐ Yes ☐		Step Forwar	d Assistance?
Name of Originating Lender (if availab	le):				nber (if availa	ble):
Name of Current Servicer (if available	):		Loan number assigned by Servicer:			
When did you purchase your home?		Have you lived If not, list previ			at least two y	ears?  Yes  No
Does your name appear on:  Property Deed Mortgag	je 🔲 l	Land Contract	Total Month	ıly Payr	ment (includi	ng Taxes & Insurance):
Select type of loan product:    Fixed rate currently under 8%   Fixed rate currently 8% or greater   ARM currently under 8%   ARM currently at 8% or greater   Fixed rate currently under 8% as a result of loan	n in last six months	☐ Fixed rate currently under 8% as a result of loan modification in last six ☐ Fixed rate currently 8% or greater as a result of loan modification in last months ☐ ARM currently under 8% as a result of loan modification in last six mon ☐ ARM currently at 8% or greater as a result of loan modification in last s		esult of loan modification in last six oan modification in last six months.		
If type of loan is an ARM, has the inter ☐ Yes ☐ No	est rate	already reset?	Do you ☐ Yes		second mor	tgage?
Current status of Loan:         ☐ Current         ☐ 30-60 days late       ☐ 91-120 days late         ☐ 61-90 days late       ☐ 120 + days late	ate [	Have you filed bar past two years? □ Yes □ No			ast 6 months:	
Is your mortgage delinquent?  Yes No If yes, amount delinquent?	□ Ý	/our property taxe ∕es	delinquent?		? No	
Select primary reason for default:  Reduction in income Poor budget management skills Loss of income	☐ M ☐ In	ncrease in Loan Paym ledical Issues ncrease in Expenses		☐ Divor ☐ Death	ness Venture Fa ce/Separation n of Family Mem	ober
What was the date (month/year) of the delinquent mortgage or land contract			Do you feel that you have recovered from the situation?  ☐Yes ☐No			
Have you been notified of a date for a Sherriff's Sale?  ☐ Yes ☐ No			Has there been a Sherriff's Sale of this property?  Yes No If yes, what is/was the date of the Sherriff's Sale?			
Are you currently working with an attorney regarding the delinquency of your mortgage, property taxes or land contract?  Yes No			If yes, please provide attorney name and contact information?			
If available, please provide the following information for the mortgage servicer or land contract holder that you make your payments to:						
Address:	City:			State	:	Zip:
Phone:	Fax:			Emai	l:	

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Section III – Must be completed by client.						
Enter <b>ALL</b> sources of income for adult members of the household (18 year olds not in High School). <b>Income sources include:</b> Wages, Worker's Comp, Veteran Benefits, Unemployment, SSI, Social Security Benefits, Retirement, Public Assistance, Military, Child Support and Alimony.						
	Total Monthly Inc	come:	\$			
Enter <b>ALL</b> total monthly debt for adult members of the household (18 year olds not in High School). Include Credit Cards, Automobile Loan, Mortgage, Student Loans, Child Support, Alimony, etc.						
Total Monthly Debt: \$						
Based on your housing needs/goals do yo discriminated against?  Yes No	ou believe you have been		Do you beli Predatory L		n a victim of	
What is the main purpose for contacting of	our agency:					
☐ Homelessness Assistance ☐ Home Maintenance and Financial Management	☐ Rental Topics ☐ Reverse Mortgage		☐ Purchase/Ho ☐ Resolving/Pr		elinquency or Default	
How did you learn about MSHDA's Housin	ng Education Program?					
☐ MSHDA Outreach ☐ HUD Outreach ☐ Agency Outreach	☐ Another Person ☐ Lender ☐ Another Agency		□ Otl			
Are you interested in obtaining information  Mortgage Products and Down Payment As  Yes No		Vould y ender? ☐ Yes	_	referred to a MSI	IDA approved	
Section IV – <u>Must</u> be signed and dated	d by client and co-client.					
Client Printed Name	Signa	iture			ate	
Co-Client Printed Name	Signa	iture		D	ate	
	Section V – For Agend	y Use				
	Agency Name:		Ager	ncy Phone Number:		
	Agency Staff Name:		Received by A	gency (Intake Date):	Unique Client ID #:	

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### Northeast Michigan Community Service Agency Financial Empowerment HOUSING EDUCATION PROGRAM AGREEMENT and RELEASE OF INFORMATION

In signing this agreement and release, I/We agree to actively participate in the Housing Education Services being offered by this agency. I/We understand:

- 1. A referral to other services of the organization or another agency (as appropriate) may be made to assist with particular concerns that have been identified. I understand that I am not obligated to use any of the services offered to me.
- 2. That this agency receives funds through MSHDA and HUD and as such, is required to share some of my personal information with program administrators or their agents for purposes of program monitoring, compliance and evaluation.
- 3. That a counselor may answer questions and provide information but cannot give legal advice. If I want legal advice, I will be referred to an attorney for appropriate assistance.
- 4. That this agency may provide information on numerous housing programs and loan products and I further understand that the housing services received from this agency in no way obligates me/us to choose any of their particular housing programs or loan products.

For Pre-Purchase Education Ser	vices only:	
	2564), (2) Ten Important Q	s provided me/us with (1) For Your Protection Questions to Ask a Home Inspector, and (3) -747-F-96-002)
information, mortgage, credit burea	its agents, employees, or aff au and personal information	filiates to request and obtain income and asset n pertinent to the housing counseling received. Itatives from mortgage, attorney, collection and
<b>CONSENT:</b> Failure to sign this co counseling program benefits.	nsent form may result in d	denial of program assistance or termination of
Client's Printed Name:	Client's Signature:	Date Signed:
Client's Printed Name:	Client's Signature:	Date Signed:
Client's Current Address:	City:	Zip Code:
To be completed by Counselor:		
Agency Name:		Agency Phone Number:
Northeast Michigan Community Ser	vice Agency	989-358-4653
Counselor Name:	Counselor Signatur	re: Date Signed:





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### RELEASE OF INFORMATION & FORECLOSURE INTERVENTION ASSISTANCE AGREEMENT

#### **Release of Information**

In signing this consent form, I am authorizing Northeast Michigan Community Service Agency, Inc., and its employees to request and obtain income and asset information, mortgage, credit bureau and personal information pertinent to achieving my housing goals. I further allow Northeast Michigan Community Service Agency, Inc staff to discuss my foreclosure and credit situation with representatives from related agencies, mortgage, collections and credit bureau companies.

I understand that the information I share regarding my personal and financial situation will be treated with confidentiality and that no information will be shared with persons or agencies not directly affiliated with resolution of this problem.

### Foreclosure Intervention Assistance Agreement

I understand that this is a mortgage foreclosure education program and that <u>financial assistance is in no way promised or guaranteed.</u> Northeast Michigan Community Service Agency, Inc., will assist me in my efforts to avoid foreclosure by offering the following:

- Education
- Advocacy
- Referral

### I acknowledge that

- I may be referred to other housing services of the organization or another agency as appropriate. I understand that I am not obligated to use the services offered.
- I understand that an educator cannot give legal advice. If I want legal advice, I will be referred to an attorney for appropriate assistance.

I agree to participate in all mutually agreed upon sessions. I understand that participation in this program is voluntary, but that my <u>active</u> participation is the key to getting results. In addition, I understand that as a condition of my receipt of such services, I will be expected to do the following:

- > Be on time for all appointments (more than 10 min late will result in a rescheduling)
- Provide all necessary documentation in a timely manner
- Update the educator about any changes to my situation
- Promptly update the educator about <u>any</u> lender documentation

I recognize that regular failure to complete these tasks will result in my case being closed and any assistance that has been agreed upon being cancelled.

Printed Name	Signature	Date
Printed Name	Signature	Date





Effective: April 14, 2003 Amended: November 11, 2005 Revised: February 2014

Revised: January 2021

## **Notice of Privacy Practices**

Northeast Michigan Community Service Agency, Inc.



THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED BY NORTHEAST MICHIGAN COMMUNITY SERVICE AGENCY, INC. (NEMCSA), AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

Please review it carefully. If you have any questions about this notice, please contact the Corporate Compliance Officer.

Northeast Michigan Community Service Agency, (NEMCSA) is committed to safeguarding all information including history, records and discussion regarding NEMCSA employees and the individuals we serve. We are required by law to protect the privacy of your medical and any other personal identifiable information we have about you on file as part of your affiliation with NEMCSA. We understand that this information is personal, and it is important to you that we keep it confidential. NEMCSA is committed to the practices and procedures we have established to protect and keep confidential the information we obtain from you. This notice applies to all NEMCSA employees, staff, trainees, contractors, and other personnel, any member of a volunteer group that is authorized to assist you while receiving health care or other services at NEMCSA; as well as our business associates. This notice will tell you about the ways NEMCSA may use and disclose personal identifiable information, including health, information about you. This notice also describes your rights and certain obligations we have regarding the use and disclosure of your information.

#### Uses and Disclosures:

#### How we may use and disclose information about you:

The following categories describe different ways that we may use or disclose information about you without your written authorization. For each category, we will explain what we mean and try to give some examples.

**Treatment:** We may use your information to coordinate health care and related services. It will also be used to consult or refer between one or more of your providers. For example, if you are participating in the Care Management or MI Choice Waiver Program, we may disclose to your physician what services you are receiving.

Payment: Generally, we may use and disclose information about your health so we can administer claims, which includes reimbursement of incurred expenses for treatment and services you receive from a health provider. For example, we may disclose to your doctor whether you are eligible for Medicaid coverage.

Health Care Operations: We may use and disclose information about you for quality assessment and improvement, insurance activities, case management, legal services, and auditing functions. These uses and disclosures are necessary to make sure our participants are receiving quality services. For example, we may use information about you to refer you to other programs for beneficial services and for program auditing purposes.

**Informational Purposes:** NEMCSA may use your personal information to give you helpful information such as program benefit updates and consumer protection information. We may also use your information to contact you for appointment reminders.

Public Health Risks: As required by law, we may disclose information about you to public health authorities that receive information to: prevent or control disease, injury, or disability; report births and deaths, report child or adult abuse or neglect; and notify a person who may be at risk for contracting or spreading a disease or condition.

Individuals Involved in Your Care of Payment for Your Care: When appropriate, we may share health information with a person who is involved in your medical care or payment for your care, such as your family or a close friend. We also may notify your family about your location or general condition or disclose such information to an entity assisting in a disaster relief effort or for facility directories.

Oversignt Activities: We may disclose information about you to an agency for activities authorized by law. Examples of these activities include the following: audits, investigations, and inspections. These activities are necessary for the government to monitor the health care system, government programs, and entities subject to civil rights laws.

**Research:** Under certain circumstances, we may use information about you for program research purposes subject to conditions.

As Required by Law: We will disclose health information when required to do so by international, federal, state, or local law.

**Data Breach Notification Purposes:** We may use or disclose your protected health information to provide legally required notices of unauthorized access to or disclosure of your health information.

To Avert a Serious Threat to Health or Safety: Although it is not our practice, we may use and disclose information about you when necessary to help prevent a serious threat to the health and safety of you or others. Any disclosure, however, would only be to someone able to help prevent the threat. Military and Veterans: If you are a member of the armed forces, we may release information about you as required by military command authorities.

**Workers' Compensation:** We may release health information for workers' compensation or similar programs. These programs provide benefits for work-related injuries or illness.

Lawsuits and Disputes: If you are involved in a lawsuit or dispute, we may disclose information in response to a court or administrative order. We also may disclose information in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute. We will make reasonable attempts to tell you about the request.

Law Enforcement: We may release information about you if asked to do so by a law enforcement official in response to a court order, subpoena, warrant, summons or similar process. We may also release information about you to law enforcement or other governmental authorities to protect us against fraud or other illegal activities.

Coroners, Medical Examiners and Funeral Directors: We may release information about you to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine cause of death. We may also release information about you to funeral directors as necessary to carry out their duties.

### Your written authorization is required for other uses and disclosures:

The following uses and disclosures of your information will be made only with your written authorization: Uses and disclosures for marketing purposes; and Disclosures that constitute a sale of your information.

Uses and Disclosures of Information about you with your consent: Other uses and disclosures of information about you that are not described in this notice, or are not otherwise permitted by law, will be made only with your written authorization.

Your Rights Regarding Personal Information about you: (Including Health Information): You have the following rights regarding the information we maintain about you:

**Right to Revoke Authorization:** At any time, you may revoke your authorization that allows us to use or disclose personal information that is not otherwise covered by this notice or allowed under state or federal law. Requests should be in writing and can only pertain to future disclosures.

**Right to Request Restrictions:** You have a right to request a restriction on the information about you that we disclose for treatment, payment, or health care operations. You also have the right to request a limit on the information we disclose about you to someone who is involved in your care or the payment of your care, like a family member. For example, you could ask that we not use or disclose information about a health concern you have. We will carefully consider all requests, but we are not required to agree to your requested restriction or limitation.

Your request must be in writing and tell us: the information you want to limit; whether you want to limit our use, disclosure, or both; and to whom you want the limits to apply (for example, disclosures to your spouse).

Right to an Electronic Copy of Electronic Medical Records: If your protected health information is maintained in an electronic format (known as an electronic medical record or an electronic health record), you have a right to request that an electronic copy of your record be given to you or transmitted to another individual or entity. We will make reasonable efforts to provide access to your information in the format requested, if it is readily producible in such form or format. If it is not available in the form/format of your request, it will be provided in either our standard electronic format or a readable hard copy format. We may charge you a reasonable, cost-based fee for the labor associated with this request.

**Right to Get Notice of a Breach:** You have the right to be notified upon a breach of any of your unsecured protected or health information.

**Right to Request Confidential Communication:** You have the right to request an alternative means or location for receiving communications of your identifiable, health or otherwise, information by means other than those that NEMCSA typically employs. For example, you can ask that we only contact you at work or by mail. Your request should be in writing. We will not ask you the reason for your request and we will accommodate, to the extent possible, all reasonable requests. Your request must specify how or where you wish to be contacted.

Right to Inspect and Copy: Except in certain circumstances, NEMCSA will provide individuals the right to review and obtain a copy of their individually identifiable, health or otherwise, information contained in a designated record set. Usually this includes medical and billing records but does not include psychotherapy notes, information compiled for legal proceedings, laboratory results to which the Clinical Laboratory Improvement Act (CLIA) prohibits access or information held by certain research laboratories. To inspect and copy individually identifiable, health or otherwise, information about you, submit your request in writing. One request per 12-month period will be provided at no cost. A cost-based fee for the copying, mailing, and other supplies may be charged for additional requested copies. We may deny your request to inspect and copy in certain very limited circumstances. If you are denied access to your information, you may request that the denial be reviewed.

**Right to Amend:** If you believe the information, we have about you is incorrect or incomplete, you may ask us to amend the information. You must provide a reason that supports your request. You have the right to request an amendment for as long as the information is kept by us. We may deny your request if it is not in writing or does not include a reason to support the request.

We may also deny your request if the information was not created by us, is accurate or complete as is, or is not part of the health information you would be permitted to inspect or copy.

**Right to Request an Accounting:** You have the right to request an accounting of disclosures of information we have made about you without your authorization. This right applies to disclosures for purposes other than for treatment, payment, health care operations, or as otherwise permitted or required by law. You have a right to request an accounting of any disclosures that occurred after April 13, 2003. The first disclosure list you request within a 12-month period is free. For any additional requests, we may charge you for the cost of providing the list.

Right to a Copy of this Notice: You have the right to obtain a paper copy of this Notice at any time. You may request a paper copy of this Notice by contacting your NEMCSA program representative, the NEMCSA HR Department or NEMCSA's Corporate Compliance Officer at <a href="mailto:privacyofficer@nemcsa.org">privacyofficer@nemcsa.org</a>. You may also obtain a copy of this Notice from our website at <a href="https://www.nemcsa.org">www.nemcsa.org</a>.

**Right to Restrict Disclosures to Your Health Plan:** You have the right to restrict disclosure of information to your health plan and pay out of pocket in full for the time or service provided.

Other Duties Regarding Personal Information (Including Health Information) About You: We are required by law to: Maintain the privacy of your personal information; provide you with notice of our legal duties and health information privacy practices; and abide by the terms of this Notice. NEMCSA will make reasonable efforts to not use, disclose, or request more than the minimum amount of information necessary to accomplish the intended purpose.

Changes to This Notice: NEMCSA reserves the right to change this Notice. We reserve the right to apply the changes to any personal information received or maintained by NEMCSA prior to that date as well as any information we receive in the future. The Notice will contain on the first page, in the top left corner, the effective date. If a privacy practice is changed, a revised version will be available at <a href="https://www.nemcsa.org">www.nemcsa.org</a>.

**To File a Complaint:** If you believe that your privacy rights have been violated, you may complain to NEMCSA in care of the following office: NEMCSA Corporate Compliance Officer, 2375 Gordon Rd., Alpena, MI 49707; (989) 358-4600. All complaints must be in writing. You may also file a complaint with the Secretary of the U.S. Dept. of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Avenue S.W., Washington, D.C. 20201.

NEMCSA will not retaliate against you for filing a complaint.

#### Addendum: Additional Notice to Consumers of Homeless Services

The Michigan State Homeless Management Information System (MSHMIS) was developed to meet a data collection requirement made by the U.S. Congress to the Dept. of Housing and Urban Development (HUD) in order to get a more accurate count of individuals who are homeless and to identify the need for services by those individuals. NEMCSA works with the State of Michigan in meeting this need and, therefore, participates in the Michigan Coalition Against Homelessness, which administers the MSHMIS database. With your permission, we share information with other agencies that also use the MSHMIS database to better understand the number of individuals who need services from more than one agency. This also helps us make referrals more easily and enables us to develop more efficient and new programs. We collect information only when appropriate to provide services, manage our organization or as required by law. Your record will only be shared if you give your permission to do so. You have the right to request that your name be entered in the system as "anonymous". You cannot and will not be denied services that you would otherwise qualify for if you choose not to share information. Please note that even if you do not want to share your information with other agencies or have your actual name entered into the system, we must still report some information to the central data collection system. There are provisions to protect your name and privacy. If you have questions regarding NEMCSA's privacy practices, or the MSHMIS database, contact the agency's Corporate Compliance Officer at (989) 358-4674 or privacyofficer@nemcsa.org.

**NOTE:** If you have an impairment, disability, language barrier, or otherwise require an alternative means of completing this form or accessing information about our housing counseling program, please inform our housing counselor program staff so alternative accommodations may be arranged.

Agency Description and Program Purpose: Northeast Michigan Community Service Agency (NEMCSA) is a nonprofit, HUD-approved comprehensive housing counseling agency. We provide education workshops, and a full spectrum of housing counseling including pre-purchase, foreclosure prevention, and rental counseling. 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 R	oles and Responsibilities:
Counselor's Roles and Responsibilities	Client's Roles and Responsibilities
Reviewing your housing goals 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 housing goal, but will provide guidance and education in support of your goal.  Neither your counselor nor NEMCSA employees, agents, nor directors may provide legal advice.	<ul> <li>Completing the steps assigned to you in your Client Action Plan.</li> <li>Providing accurate information about your income, debts, expenses, credit, and employment.</li> <li>Attending meetings, returning calls, providing requested paperwork in a timely manner.</li> <li>Notifying NEMCSA or your counselor when changing housing goal.</li> <li>Attending educational workshop(s) (i.e. prepurchase counseling workshop) as recommended.</li> <li>Retaining an attorney if seeking legal advice and/or representation in matters such as foreclosure or bankruptcy protection.</li> </ul>

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

**Agency Conduct:** No NEMCSA 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 clients.

**Agency Relationships:** NEMCSA has financial affiliation (if funded by HUD) or professional affiliations (if not funded by HUD) with HUD, NeighborWorks America, USDA Rural Development, the State of Michigan, and MSHDA, As a housing counseling program participant, you are not obligated to use the products and services of NEMCSA or our industry partners.

Alternative Services, Programs, and Products & Client Freedom of Choice: You are not obligated to participate in this or other NEMCSA programs and services while you are receiving housing counseling from our agency. You may consider seeking alternative products and services from entities including the



Federal Housing Administration (FHA) for first-time homebuyer loan programs, and Northwest Michigan Community Action Agency or Community Home Solutions for other first-time homebuyer programs. 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 aid assistance. This list also identifies alternative agencies that provide services, programs, or products identical to those offered by NEMCSA. **Privacy Policy:** I/we acknowledge that I/we received a copy of NEMCSA Privacy Policy.

\_\_\_\_\_/\_ Initials

Errors and Omissions and Disclaimer of Liability: I/we agree NEMCSA, 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 NEMCSA counseling; and I hereby release and waive all claims of action against NEMCSA 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.

**Quality Assurance:** In order to assess client satisfaction and in compliance with grant funding requirements, NEMCSA, 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 NEMCSA grantors such as HUD or MSHDA.

I/we acknowledge that I/we received, reviewed, and agree to NEMCSA's Program Disclosures.

Client Printed Name	Signature	Date
o-Client Printed Name	Signature	Date
For Agency Use Only:		
For Agency Use Only:  Agency Name:	Agency	y Phone Number:
		y Phone Number: 358-4627







### **Credit Report Authorization**

This letter authorizes Northeast Michigan Community Service Agency, Inc. (NEMCSA) to release my credit history and obtain information regarding my past or present employment or income, bank accounts, and outstanding credit accounts (mortgages, auto loans, personal loans, and any other asset balances).

I understand that under the Right to Financial Privacy Act of 1978, 12 U.S.G. 3401, et seq., NEMCSA is authorized to access my financial records held by financial institutions in connection with the consideration or administration of assistance to me. I also understand that any financial records involving my personal information will not be disclosed or released by NEMCSA to another agency or department or used for another purpose without my consent except as required or permitted by law.

Client First, Middle, Last Name (Print)	Client First, Middle, Last Name (Print)
Social Security Number	Social Security Number
Date of Birth	Date of Birth
Street Address	Street Address
City, State, Zip	City, State, Zip
. ,	to Northeast Michigan Community Service Agency, nis authorization is valid for one year from date below.
Client Signature	Client Signature
 Date	 Date







### **Client/Educator Agreement**

Northeast Michigan Community Service Agency, Inc. agrees to provide the following services:

- Review of your current budget and spending patterns
- Analysis of the mortgage default, including the amount and cause of default
- Presentation and explanation of reasonable options that may be available
- Assistance communicating with the mortgage servicer
- Explanation of the foreclosure process
- Identification of possible assistance resources
- Referrals to other agencies as appropriate
- Confidentiality, honesty, respect, and professionalism in all services

You as homeowners understand and agree to the following terms of service:

- that Northeast Michigan Community Service Agency, Inc. is providing a free service, and agree not to hold Northeast Michigan Community Service Agency, Inc. or our educator liable for the outcome
- to maintain contact with your lender and to relay all conversations to your educator
- to always provide honest and complete information to your educator, whether verbally or in writing
- to provide all necessary documentation and follow-up information within the timeframe requested
- to be on time for appointments and understand that if you are late for an appointment, the appointment may be cancelled and rescheduled
- to contact your educator about any changes in your situation immediately
- to treat the educator with honesty, respect, and professionalism at all times
- that threats, disrespect, and dishonesty will immediately cause your file to be closed
- that breaking this agreement may cause the organization to sever its service assistance with you

Homeowner	Date	
Homeowner	Date	
Educator	Date	







### **Hold Harmless Agreement**

The undersigned parties (clients) a	•	
nome, land, real property in mattel Address:	r of state and federal taxes and lega	il implications. Property
Address.		
City:	State:	Zip:
approval of any loss mitigation opt Community Service Agency, Inc. (N much below, that the financial coa servicer/investor approval of a mod refinance, or any other loss mitigat presented to the client is to assist t process but in no way should precl	nave been no guarantees or promise tion made to them by the financial contents. It has been explained to the ch can make no warranties implied of dification, sale, forbearance, deed-intion alternative. Any information that the client in making an informed decontent the client from seeking profess at the client do both. It will ultimate	oach or Northeast Michigan nem, and they agree to as or otherwise as to the n-lieu, repayment plan, at the financial coach has cision in the loss mitigation ional legal as well as tax
Waiver of Liability and Hold Harmle	CKNOWLEGE AND REPRESENT THA ess Agreement, understand it and si ntations, statements or inducement de;	gn if voluntarily as my/our own
• , , ,	rs of age, and fully competent; and I, deration fully intending to be bound	
Client Printed Name:		
Signature:	Date:	
Client Printed Name:		
Signature:	Date:	





# MONTHLY BUDGET

DATE:			
DATE:			

INCOME	<b>PLANNED</b>	<b>ACTUAL</b>
Wages		
Child Support		
Social Security/SSI/Disability		
Food Stamps/FIA income		
Other Income		
TOTAL MONTHLY INCOME		
FIXED EXPENSES	PLANNED	ACTUAL
Housing ~ Rent/Mortgage		
Car Loan		
Student Loan		
Personal Loan		
Child Support		
Savings		
Other Fixed Expense		
TOTAL MONTHLY FIXED EXPENSES		
FLEXIBLE EXPENSES	PLANNED	ACTUAL
Food ~ Groceries, Eating Out, Lunches		
Natural Gas/Propane		
Electric		
Trash Removal		
Telephone		
Cell Phone		
Automobile Gas, Oil, Antifreeze		
Auto Repair, Maintenance		
Laundry/Dry Cleaning		
Internet		
Dues/Subscriptions		
Money Orders or Cashiers Checks		
Bank or Checking Fees, ATM Fees, Check Cashing Fees		
Rent to Own		
Hair Care		
Nail Care		
Toiletries/Cosmetics		
Cigarettes		
Activities/Going Out		
Cable/Movies/Movie Rental		
Charity/Tithing		
Education		
Pets		
Allowance/Children's Activities		
Other Flexible Expenses		
TOTAL MONTHLY FLEXIBLE EXPENSES		

OCCASIONAL EXPENSES	PLANNED	ACTUAL
Medical		
Dental		
Vision		
Water Bill		
Vacation		
Birthdays		
Gaming / Lottery		
QVC / Home Parties		
Christmas/Holidays		
Insurance		
TOTAL MONTHLY OCCASIONAL EXPENSES		

DEBT REDUCTION EXPENSE	<b>PLANNED</b>	ACTUAL
Credit Card #1		
Credit Card #2		
Credit Card #3		
Credit Card #4		
Credit Card #5		
Other Debt Reducing Expenses		
TOTAL MONTHLY DEBT REDUCING		
EXPENSES		

COMPARE INCOME AND EXPENSES	PLANNED	ACTUAL
TOTAL INCOME FOR THE MONTH	\$	\$
TOTAL EXPENSES FOR THE MONTH	\$	\$
DIFFERENCE ~ GAIN/(LOSS)	\$	\$

# Assets

Checking Account	\$
Savings Account	\$
IRA/401K	\$
Other	\$

# **Client Action Plan**



Agency Name:_	Northeast Michigan Community Service Agency
Agency Phone/F	=ax:
Counselor Nam	<sub>e:</sub> Ashley Gagnon
Counselor Emai	l:_gagnona@nemcsa.org
Date:	

A Client Action Plan (CAP) must be completed by the housing educator in partnership with the client during the first counseling

Client(s) Name:			Client ID No:
List the primary housing g	oal or need:		
☐ Home Purchase	☐Mortgage Difficulties	☐ Property Tax D	ifficulties
Other (must specify):			
Financial Assessment State cash flow, 15% debt to incor	tement: Describe client(s) financine ratio, etc.):	al status relating to housinç	g goals (i.e. positive monthly
List client(s) <i>achievable</i> sh	ort-term goals:	List client(s) achievable	long-term goals
•		•	
•		•	
Briefly describe obstacles underemployment, lack of	or barriers the client is experier savings, etc).	ncing to achieve housing	goals (e.g. poor credit,
Property assessment for F	oreclosure related services:		
General condition of the	property:		
Estimated value of property	erty:		
Positive or negative equ	ity:		

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# **Client Action Plan**

# PRELIMINARY ACTION STEPS

Steps CLIENT will take to resolve issues identified in this Action Plan:			Target Date		Date Completed
•					
•					
•					
Steps COUNSELOR will take to res	olve issues identified in this Action F	Plan:	Target Da	te	Date Completed
•					
•					
•					
	not able to provide a service such as so ur agency provide referral information to n the client's file.				
Alternative Referrals: If discussion (3) comparable entities discussed.	occurred regarding a for-profit entity suc	ch as len	ders or real esta	ate prof	essionals, list the
Entity	Contact Name	Se	rvice Type	Pl	hone Number
1.	1.	1.		1.	
2.	2.	2.		2.	
3.	3.	3.		3.	
Client Action Plan and the timeline and will maintain contact with my/o	nt steps and housing educator steps necessary to accomplish this plan. If ur housing educator. I/we understan me/us for three consecutive months	we will to d my/ou	take action on t	he obj	ectives outlined
	rovided to client immediately if servi		provided face-t	o-face	or sent to
Client S	ignature		Da	te	
Client S	ignature		Da	ate	
Educate	or Signature			te.	

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## **Client Action Plan**

### **REVISED ACTION STEPS**

(To be completed at subsequent counseling sessions in which new action steps and/or referrals are discussed)

DATE:

Brief o	description of what w	as discussed in the session:			
Revise	ed steps CLIENT will	take to resolve issues identif	ied in this Counseling Session:	Target Date	Date Complete
Davis	ad atoma HOHONO FI	DUCATOR will take to week		Tarrest Date	Data Commission
	ed steps HOUSING El seling Session:	DUCATOR will take to resolve	e issues identified in this	Target Date	Date Complete
progra	ms, legal services, etc		service such as social service prog rral information to local, state and/		
☐ Ye	s 🗌 No				
	ative Referrals: If discumparable entities discumparable		or-profit entity such as lenders or r	eal estate prof	essionals, list the
	Entity	Contact Name	Phone Number	Resour	се Туре
1.		1.	1.	1.	
2.		2.	2.	2.	
3.		3.	3.	3.	
my/ou object chang	r Client Action Plan lives outlined and wi led to inactive if this a y of this document m	and the timeline necessary and the timeline necessary and the mylogency does not have contact	housing educator steps, goals a to accomplish this plan. I/we w /our housing educator. I/we un t with me/us for three consecutioned nediately if counseling is done fater tent within 24 hours.	ill take action nderstand my ve months.	on the revised /our file will be
_		Client Signature		Date	
_		Client Signature		Date	
_		Educator Signature		Date	

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## **Client Action Plan**

**Client Activity Log:** This form or one like it should be used to record all activity that moves the case forward to meet the client's unique housing goals. Your agency may opt to use a client management system. You may want to provide this activity log to your client to use to capture activity when they follow up on their file. Use as many copies of this form as required to record a complete history of the case file.

record a complete history of the case file.							
Date	Start Time	End Time	Phone Contact	Agency Contacted (i.e. DHS, Lender etc.)	Contact Name	Note what transpired during the call	Educator Initials

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2569 US 23 S ♦ Alpena, MI 49707 989-358-4627 ♦ FAX 989-354-5909

### HARDSHIP LETTER TIPS

This document has been designed to assist you with completing a hardship letter to your lender.

You will only need a one page letter to explain your hardship addressed to your Lender.

### The letter should include all of the information requested below:

- Your name
- Your property address, along with your mailing address if different.
- Name of lender
- Your loan number
- Your phone number and best time to reach you.

### Describe your hardship:

For example: I lost my job with ABC Manufactures in July, 2020 and have been unemployed until August, 2021. I am currently working for a new company and will be receiving my first check September, 2021.

### Describe your current financial situation:

For example: My wife continued to work for ABC Inc. and was able to obtain a part-time job with DEF Inc. in July, 2021. I worked odd jobs when available and borrowed money from my grandmother to get by.

### Describe your current goal:

For example: I was able to afford the home when we first purchased it, but since the payment increased due to my adjustable rate mortgage we have not been able to keep up. Our goal is to keep the home and we would like any assistance available.

### Describe the contribution amount you have for the lender:

For example: I am 4 months behind and do not have the full amount owed, however I have saved \$2000 towards a contribution payment. I am hoping that my \$2000 will be acceptable for a down payment on a workout plan.

### Please make sure you sign and date the hardship letter.

If you need further assistance please contact your Financial Coach at 989-358-4627 or by email foreclosure@nemcsa.org







### **HARDSHIP LETTER**

Client(s) Name:			
Property address:			
City:	State:	Zip:	
Name of lender:			
Loan number:			
Phone number:			
Describe your hardship:			
Describe your current financial situation:			
Describe your current goal:			
Describe the contribution amount you ha	ave for the lender if any:		
Client Signature:	_D	ate:	
Client Signature:	D:	ate:	

If you need further assistance please contact your Financial Coach at 989-358-4627 or by email foreclosure@nemcsa.org.



