Counseling Agreement, Privacy Policy, and Conflict of Interest Disclosure Statement

1. I understand that Fifth Ward CRC provides foreclosure mitigation counseling after which I will receive a written action plan consisting of recommendations for handling my finances, possibly including referrals to other housing agencies as appropriate.

2. I understand that Fifth Ward CRC receives Congressional funds through the National Foreclosure Mitigation Counseling (NFMC) program and, as such, is required to share some of my personal information with NFMC program administrators or their agents for purposes of program monitoring, compliance and evaluation.

3. I give permission for Fifth Ward CRC program administrators and/or their agents to follow-up with me within the next 3 years from the last date of counseling services received for the purposes of program evaluation.

4. I acknowledge that I have received a copy of Fifth Ward CRC Privacy Policy.

5. I may be referred to other housing services of the organization or another agency or agencies as appropriate that may be able 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.

6. A counselor may answer questions and provide information, but not give legal advice. If I want legal advice, I will be referred for appropriate assistance.
7. By signing this application, I certify that the information given to the Fifth Ward CRC household income, net family assets and all allowances and deductions are accurate and complete to the best of my knowledge or belief. The information solicited on this application by the Fifth Ward CRC in order to ensure that Federal Laws prohibiting discrimination against tenants and applications on the basis of race, color, national origin, religion, sex, family status, age, and handicap are compiled with. You are not required to furnish this information but are encouraged to do so. This information will not be used to discriminate against you in any way.

8. I understand that Fifth Ward CRC provides information and education on numerous loan products and housing programs and I further understand that the housing counseling I receive from Fifth Ward CRC in no way obligates me to choose any of these particular loan products or housing programs.

DATA BECOMES THE PROPERTY OF THE AFFILIATE AGENCY.

ALL documents copied during the screening process by the Housing Counselor to identify the housing need or problem shall become the property of the Fifth Ward CRC. Such documents shall include but not be limited to the following: pay stubs, bank statements, tax returns and W2’s, correspondence, social security cards, driver’s license, property tax statements, warranty deed, financial documentation, social security documentation, etc.

Client Initials ____________

Co Client Initials ____________
Counselor Follow Up and Response Time

It is the policy of the agency to return phone calls to clients within 4 business days except in the case of extreme emergencies or counseling staff is out of the office for an extended period of time.

1. I acknowledge that Fifth Ward CRC does not and cannot guarantee any results or outcomes with the lender. The final outcome is the decision between the lender and me/us.

2. The housing counselor will help me to complete the paperwork to be submitted by myself to the mortgage company. I acknowledge that I am responsible for submitting all required documentation directly to the lender.

3. I will provide Fifth Ward CRC a copy of the information submitted to the mortgage company for their records.

4. The lender will follow up directly with me/us. I agree to contact the lender weekly for file updates.

5. I further acknowledge that I will follow up with Fifth Ward CRC upon notice of a decision or communication from the lender to keep them updated.

Privacy Policy

Fifth Ward CRC is committed to assuring the privacy of individuals and/or families who have contacted us for assistance. We realize that the concerns you bring to us are highly personal in nature. We assure you that all information shared both orally and in writing will be managed within legal and ethical considerations. Your “nonpublic personal information,” such as your total debt information, income, living expenses and personal information concerning your financial circumstances, will be provided to creditors, program monitors, and others only with your authorization and signature on the Foreclosure Mitigation Counseling Agreement. We may also use anonymous
aggregated case file information for the purpose of evaluating our services, gathering valuable research information and designing future programs.

**Types of information that we gather about you**

- Information we receive from you orally, on applications or other 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, payment history, parties to transactions and credit card usage; and
- Information we receive from a credit reporting agency, such as your credit history.

**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), that is, direct us not to make those disclosures.

2. If you choose to “opt-out”, we will not be able to answer questions from your creditors. If at any time, you wish to change your decision with regard to your “opt-out”, you may call us at (phone number) and do so.

**Release of your 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 your creditors or third parties where we have determined that it would be helpful to you, would aid us in counseling you, or is a requirement of grant awards which make our services possible.

2. We may also disclose any nonpublic personal information about you or former customers to anyone as permitted by law (e.g., if we are compelled by legal process.)
3. Within the organization, 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 guard your nonpublic personal information.

**Conflict of Interest Disclosure Statement**

**Agency / Individual Disclosure:**

As a HUD approved affiliate member agency, I am required by the Housing and Urban Development’s Handbook 7610.1 Rev-5, to make a full disclosure of any and all actual and potential conflicts of interest. The purpose of such disclosures is to allow you to make fully informed decisions about the services and agencies I may refer you to during the course of counseling sessions I will conduct with you.

**Fifth Ward CRC** certifies that the staff and volunteers who will provide foreclosure intervention counseling under the NFMC Program have no conflicts of interest due to relationships with servicers, real estate agencies, mortgage lenders and/or other entities who may stand to benefit from particular counseling outcomes.

The types of services provided by **Fifth Ward CRC** are: budget counseling, credit counseling, credit report evaluation, debt management, financial literacy, foreclosure counseling, homebuyer’s club, life skills, loss mitigation counseling, pre purchase counseling, post purchase counseling, and rental issues.

The **Fifth Ward CRC** prohibits the following actions in order to prevent a conflict of interest in the provision of its housing counseling and education services.
The **Fifth Ward CRC** will ensure and monitor that the agency, its staff, or any member of their immediate family must not take any action that may result in, or create the appearance of: administering the housing counseling program 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 HUD program requirements, or to serve the best interests of its clients.

Individuals, directors, employees, or family members of the Affiliate Agency may not accept a fee or any other consideration for referring a client to mortgage lenders, brokers, builders, real estate sales agents, or brokers.

A director, employee, officer, contractor, or agent of Mission of Peace shall not refer clients to mortgage lenders, brokers, builders, or real estate sales agents 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.

A 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 Mission of Peace, or with whom he or she is negotiating future employment, may not have a direct interest in the client as a landlord, broker, or creditor, or originate, have a financial interest in, service, or underwrite a mortgage on the client’s property, own or purchase a property that the client seeks to rent or purchase, or serve as a collection agent for the client’s mortgage lender, landlord, or creditor.
I have read and received a copy of the **Fifth Ward CRC Counseling** Agreement, Privacy Policy, and Conflict of Interest Policy Statement.

________________________________________
Client Signature

Date

________________________________________
Co Client Signature

Date

________________________________________
Counselor Signature

Date
Date: ________________  File Number: ________________

First Name __________ MI __________ Last Name __________

_________ -_________ __________ / ______/ __________ _________
Social Security Number Birth Date Age

____________________________________________
____________________________________________
Address

____________________________________________
City State Zip Code

Length of Time at Present Address: _________________

Home Phone: (    ) _________ Mobile: (    ) _________

Email: _______________________________________

Best Hours to Reach: ____________________________

Are you a US Citizen:  Yes  No  Alien #: _________________________

If no, are you a permanent resident?  Yes  No
Race (please circle):
White, not of Hispanic origin  Hispanic  American Indian/Alaskan Native
Black, not of Hispanic origin  Asian/Pacific Islander
Native Hawaiian/Pacific Islander  Other ________________________________

Marital Status (please circle):
Single  Married  Divorced  Separated  Widow

Gender (please circle):  Male  Female  Disabled:  Yes  No

Household Type:
Single Adult  Married without Children  Married with Children
Two or more unrelated adults  Female-headed single parent
Male-headed single parent  Other ________________________________

Family/Household Size: _____

How many dependents (other than those listed by any co-borrower)? _____

What ages are they? ____,_____,____,____,____,____
List everyone living in the household including Client. Proof of income for all adults in the household must be provided as part of this application.

<table>
<thead>
<tr>
<th>Name</th>
<th>Age</th>
<th>Date of Birth</th>
<th>Relationship To Client</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Annual Family or Household Income: $_________________

Referred to agency by (circle all that applies):

- Print Advertisement
- Bank
- TV
- Walk In
- Flyer
- Staff/Board Member
- Radio
- Realtor
- Government
- Family/Friend
- Internet
- Agency Referral
- 211
- Other ________________________________

If you were referred by a Bank or Realtor, which one:

__________________________________________
Primary Client Employment

Primary Employer

______________________________

Length of Employment          Title of Position

Phone: (    ) _______---__________

(Please Circle): Part Time Full Time Commission Self Employed

Gross Income: $________________

Is this amount paid   ___ Weekly   ___ Bi-Weekly

Primary Client Secondary Employment

Employer

______________________________

Length of Employment          Title of Position

Phone: (    ) _______---__________

(Please Circle): Part Time Full Time Commission Self Employed
Gross Income: $__________________________

Is this amount paid ___ Weekly ___ Bi-Weekly

Co-Client

First Name ____________________________ MI __________ Last Name ____________________________

___-___-______ ________/______/_______
Social Security Number Birth Date

Address ____________________________________________

City ____________________________ State _________ Zip Code __________

Length of Time at Present Address: _________________

Home Phone: (___)______-______ Mobile: (___)______-______

Work Phone: (___)______-______

Email: ________________________________
Race (please circle):
White, not of Hispanic origin     Hispanic     American Indian/Alaskan Native
Black, not of Hispanic origin     Asian/Pacific Islander
Native Hawaiian/Pacific Islander Other ________________________________

Marital Status (Please Circle):
Single    Married    Divorced    Separated    Widow

Gender (Please Circle):  Male    Female    Disabled: Yes    No

How many dependents? _____

Co Client Employment

_____________________________________________________________________

Primary Employer

_____________________________________________________________________
Length of Employment        Title of Position

Phone: (       ) _______ --- ____________

(Please Circle):    Part Time    Full Time    Commission    Self Employed

Gross Income: $___________________________
Is this amount paid  ___ Weekly  ___ Bi-Weekly

Name of Originating Lender ________________________________

Original Loan Number _____________________________

Name of Current Loan Servicer __________________________

Loan Number Assigned by Servicer __________________________

Second Mortgage or Home Equity Line of Credit  Yes  No

Name of Second Lender ________________________________

Loan Number of Second Mortgage or Home Equity Line of Credit

_________________________

Total Monthly First Mortgage Payment ______________________

Second Mortgage Payment Amount _________________________

Current Credit Score ______

Source of Credit Score (Please circle):

Trans Union  Equifax  Experian  Tri-merge Report

Type of Loan Product for Primary Lender:

Fixed Rate currently under 8%  Fixed Rate currently 8% or greater

Fixed Rate currently 8% or greater

ARM currently under 8%  Arm currently 8% or greater

Arm currently 8% or greater

Hybrid Arm (2/28 or 3/27)  Option ARM  Interest Only (Yes or No)

Option ARM  Interest Only (Yes or No)

VA Fixed rate  FHA Fixed Rate  FHA ARM  VA Arm

VA Arm
Privately held (Yes or No) Other Unknown

Seeking counseling for Primary Mortgage Yes No
Seeking counseling for Second Mortgage Yes No
Seeking counseling for property taxes Yes No
If loan is an ARM of any kind, has the interest rate reset? Yes No

Primary reason for current default on mortgage (please circle all that apply):
Reduction in income Poor budget management skills
Loss of income Medical issues Increase in expense Divorce or Separation Death of family member Business Venture failed
Increase in loan payment Other ________________________________

Current Loan Status:
Current 30 - 60 days late 61- 90 days late 91 – 120 days late
120+ days late Unknown or Unsure

Did anyone offer to help modify your mortgage, either directly, through advertising, or by any other means such as a flyer? Yes No

Were you guaranteed a loan modification or asked to do any of the following: pay a fee, sign a contract, redirect mortgage payments, sign over title to your property, or stop making loan payments? Yes No
<table>
<thead>
<tr>
<th>Category</th>
<th>Budget Amount</th>
<th>Crisis Budget Amount</th>
<th>Amount Verified</th>
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</thead>
<tbody>
<tr>
<td><strong>Income:</strong></td>
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<tr>
<td>Wages and Bonuses</td>
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<tr>
<td>Interest Income</td>
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<tr>
<td>Investment Income</td>
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<tr>
<td>Miscellaneous Income</td>
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<tr>
<td>Income Subtotal</td>
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<tr>
<td><strong>Expenses:</strong></td>
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<tr>
<td><strong>Home:</strong></td>
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<tr>
<td>Primary Mortgage</td>
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<td>Second Mortgage/Home Equity Line of</td>
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<td>Credit</td>
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<td>Homeowners Insurance</td>
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<tr>
<td>Property Taxes</td>
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<tr>
<td>Maintenance/HOA Dues</td>
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<td><strong>Utilities:</strong></td>
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<td>Electricity</td>
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<tr>
<td>Water and Sewer</td>
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<tr>
<td>Natural Gas or Oil</td>
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<tr>
<td>Telephone Land Line</td>
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<td>Cell Phone</td>
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<tr>
<td><strong>Food:</strong></td>
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<tr>
<td>Groceries</td>
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<tr>
<td>Eating Out, Lunches, Snacks</td>
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<tr>
<td><strong>Family Obligations:</strong></td>
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<tr>
<td>Child Support/Alimony</td>
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<tr>
<td>Day Care, Babysitting</td>
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<tr>
<td><strong>Health and Medical:</strong></td>
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<tr>
<td>Insurance (medical, dental, vision)</td>
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<tr>
<td>Out-of-Pocket Medical Expenses</td>
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<tr>
<td>Co Payments</td>
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<tr>
<td>Prescriptions/Medications</td>
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<tr>
<td>Category</td>
<td>Budget Amount</td>
<td>Crisis Budget Amount</td>
<td>Amount Verified</td>
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<tr>
<td><strong>Transportation:</strong></td>
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<tr>
<td>Car Payment #1</td>
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<tr>
<td>Car Payment #2</td>
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<tr>
<td>Gasoline/Oil</td>
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<tr>
<td>Auto Repairs/Maintenance/Fees</td>
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<tr>
<td>Auto Insurance</td>
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<tr>
<td>Other (tolls, bus, subway, taxi)</td>
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<tr>
<td><strong>Debt Payments:</strong></td>
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<td>Credit Card</td>
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<td>Credit Card</td>
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<td>Credit Card</td>
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<td>Student Loan</td>
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<tr>
<td>Personal Loans</td>
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<tr>
<td><strong>Entertainment/Recreation:</strong></td>
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<tr>
<td>Cable TV</td>
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<tr>
<td>Computer Expense</td>
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<td>Internet</td>
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<tr>
<td><strong>Investments and Savings:</strong></td>
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<td>401(K)or IRA</td>
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<tr>
<td>Stocks/Bonds/Mutual Funds</td>
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<tr>
<td>College Fund</td>
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<tr>
<td>Savings</td>
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<tr>
<td><strong>Miscellaneous:</strong></td>
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<tr>
<td>Toiletries, Household Products</td>
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<tr>
<td>Judgments</td>
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<tr>
<td>Wage Garnishments/Liens</td>
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<td>Other</td>
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<tr>
<td>Other</td>
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<tr>
<td>Total Investments and Expenses</td>
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<tr>
<td><strong>Surplus/Shortage</strong> (Spendable income minus expenses &amp; investments)</td>
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</tbody>
</table>
I/We certify that the information listed on the budget is accurate to the best of my knowledge. I have provided the agency with supporting documents for the items contained on the budget.

________________________________________    __________________________
Client Signature                                            Date

________________________________________    __________________________
Co Client Signature                                         Date

________________________________________    __________________________
Counselor Signature                                         Date
### Third Party Authorization Form

**BY SIGNING THIS FORM, I AUTHORIZE THE FOLLOWING:**

I authorize Mission of Peace and their representatives to share the following information regarding my family and me. I understand that this information is for the purpose of assessing our needs for housing, utility assistance, food, counseling and/or other services.

The information may consist of the following:

- My financial situation, to include the amount of my income, and any savings of money and/or food stamps I may have. This information may also include debts I owe for utilities, rent, etc.
- Identifying and/or historical information regarding myself and members of my household.

**I UNDERSTAND THAT:**

- The partner agencies have signed agreements to treat my information in a professional and confidential manner.
- The partner agencies may share non-identifying information about the people they serve with other parties working to end homelessness.
• The release of my information does not guarantee that I will receive assistance, and my refusal to authorize the use of my information does not disqualify me from receiving assistance.

• This authorization will remain in effect for twenty four months unless I revoke it in writing, and I may revoke authorization at any time by signing a written statement.

• If I revoke my authorization, all information about me already in the database will remain.

_________________________________________  ______________
Client Signature                         Date

_________________________________________  ______________
Co-Client Signature                     Date

_________________________________________  ______________
Counselor Signature                    Date

Other Housing Counseling Specialists for Fifth Ward CRC

Counselor Name  ________________________________  ______________
                                            Date

Counselor Name  ________________________________  ______________
                                            Date

Counselor Name  ________________________________  ______________
                                            Date
Counselor Name: ___________________________ ___________________________ Date

Counselor Name: ___________________________ ___________________________ Date

**Client Action Plan**

Date: ___________________________ File Number: ___________________________

Name: ________________________________________________________________

Lender/Servicer/Municipality: _____________________________________________

Mode of Counseling: Face to Face Telephone Internet

State briefly why client is delinquent or in danger of becoming delinquent (check all that apply):

- [ ] Loss of Income
- [ ] Underemployed
- [ ] Increase in Expenses
- [ ] Illness
- [ ] Unemployed
- [ ] Bankruptcy
- [ ] Other (please explain) _____________________________________________

Assessment of Property (if applicable)

- [ ] Excellent $_____________ Estimated Home Value
- [ ] Good
- [ ] Fair
- [ ] Poor
Financial Assessment: (Given the documentation acquired to date such as bills, pay stubs, bank statements, and credit report, state how the client’s delinquency can be resolved)

Income $___________

Expenses $__________

Shortage/Surplus $____________

Counselor Assessment of Client’s Situation
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

Course of action for client to take to resolve delinquency:
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

Steps counselor will take to assist client in resolving the delinquency:
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
Solutions for Client: (Check all that apply)

______ Partial Claim  ______ Referral for Legal Assistance
______ Refinance  ______ Foreclosure
______ Bankruptcy  ______ Deed-in-Lieu
______ Loan Modification  ______ Brought Mortgage Current
______ Making Home Affordable  ______ Other

Follow up Documentation Required: (Check all that apply)

______ Signed Authorization Form  ______ Other ______________________
______ Copy of Bills/Pay Stubs  ______ Additional Documents
______ Bank Statements  ______________________
______ Credit Report  ______________________

Contact information for community referrals which may be able to assist the client:

<table>
<thead>
<tr>
<th>Agency Telephone Number</th>
<th>Agency Name</th>
<th>Assistance Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>(832) 393-5169</td>
<td>Health and Human Services</td>
<td>Financial, Health</td>
</tr>
<tr>
<td>(866) 649-5862</td>
<td>Catholic Charities</td>
<td>Financial, Food</td>
</tr>
<tr>
<td>(713) 393-4701</td>
<td>Community Action Agency</td>
<td>Financial, Health</td>
</tr>
<tr>
<td>(713) 313-7344</td>
<td>Texas Southern Legal Clinic</td>
<td>Legal Advice</td>
</tr>
<tr>
<td>(713) 752-0677</td>
<td>Salvation Army</td>
<td>Financial, Health</td>
</tr>
<tr>
<td>(832) 393-0954</td>
<td>One Stop</td>
<td>Financial</td>
</tr>
<tr>
<td>211</td>
<td>United Way</td>
<td>Financial</td>
</tr>
</tbody>
</table>
Resource Referral (check all boxes for resources client(s) was referred to):

___ Health and Human Services
___ Catholic Charities
___ Community Action Agency
___ Legal Services
___ Salvation Army
___ United Way
___ Food Pantry
___ Utility Assistance
___ Other

Reason for Referral (s)
___ Client in need of food assistance
___ Client in need of monetary assistance
___ Client in need of job training or seeking employment
___ Client in need of legal assistance
___ Client in need of weatherization or energy assistance
___ Client in need of relocation assistance
___ Client in need of medical assistance
___ Other

Hardship Letter
___ Counselor helped client to create the hardship letter to be submitted to the lender/servicer

MHA Application
___ Counselor helped client to complete the MHA application including supporting
Budget Verification

___ Counselor verified all items on clients budget and has supporting documentation in the file.

Action Taken:

☐ Assessed Problem & Solutions  ☐ Budget Developed  ☐ Client to Handle

Acknowledgement of Client Action Plan

I, ______________________________, accept and agree to comply with the Client Action Plan implemented to assist me in the resolution of my housing problem or meeting my housing need. Failure to comply with the Client Action Plan will result in termination of counseling. Termination may occur under any of these conditions:

1. Failure to submit requested documentation no more than 10 working days after initial appointment.
2. Failure to appear-counseling appointment.
3. Failure to follow the agreed upon Client Action Plan.
4. Failure to respond to phone calls or correspondence received by the Affiliate Agency.

Counselor Follow Up and Response Time

It is the policy of the agency to return phone calls to clients within 4 business days except in the case of extreme emergencies or counseling staff is out of the office for an extended period of time.
1. I acknowledge that Affiliate Agency does not and cannot guarantee any results or outcomes with the lender. The final outcome is the decision between the lender and me/us.

2. The housing counselor will help me to complete the paperwork to be submitted by myself to the mortgage company. I acknowledge that I am responsible for submitting all required documentation directly to the lender.

3. I will provide Affiliate Agency a copy of the information submitted to the mortgage company for their records.

4. The lender will follow up directly with me/us. I agree to contact the lender weekly for file updates.

5. I further acknowledge that I will follow up with Affiliate Agency upon notice of a decision or communication from the lender to keep them updated.

Client Signature: _______________________________  Date: __________

Co-Client Signature: _______________________________  Date: __________

Counselor Signature: _______________________________  Date: __________