



AGREEMENT FOR COUNSELING SERVICES

Please read the following statements carefully so that you will understand the procedures for the counseling session. For simplification the singular is used even when the plural may apply.

- I understand that Financial Pathways of the Piedmont (hereafter referred to as “Agency”) will provide a confidential comprehensive personal money management interview.
- I understand that the interview will be conducted by a certified consumer credit counselor or qualified professional counselor. All recommendations not made by a certified consumer credit counselor, will be reviewed by a certified consumer credit counselor.
- I understand that in the event that I am dissatisfied, I can utilize the Complaint Resolution Process.
- I hold the Agency, its employees, agents and volunteers harmless from any claim, suit, action or demand of my creditors, myself or any other person resulting from any advice or counseling.

I will be given a written assessment outlining a suggested client action plan which will be based on the following options:

- A. I will handle any financial concerns on my own.
 - B. I may choose to enroll in the Agency’s Debt Management Plan (DMP). I understand there will be fees associated with setting up and maintaining a DMP. In the event that the counselor suggests a DMP, I will receive complete details of the operations, requirements, and responsibilities. Under the DMP, the Agency serves as a neutral third party in negotiating with the creditors to liquidate financial obligations. While the Agency seeks to negotiate repayment terms advantageous to my credit rating, the Agency has no responsibility or obligation for any past, present, or future credit rating I receive.
 - C. A counselor may answer questions about bankruptcy, but not give legal advice. If I want legal advice, I will be referred for appropriate assistance. While an attorney can make a recommendation to file bankruptcy, it is a personal choice based on individual circumstances. I will inform the Agency of the decision if I file bankruptcy.
 - D. I will be referred to the other services of the organization or another agency or agencies as appropriate that may be able to assist with particular problems that have been identified.
- I authorize the Agency to disclose financial information, including, but not limited to income, debts, assets, and etc. to any creditor or other party listed by me or identified by my counselor, and to gather whatever financial information the Agency deems necessary from the creditors and other pertinent agencies working on my behalf.
 - I understand that the non-profit receives its funding from a variety of sources, community, clients, creditors, government, etc. There is a \$30.00 fee for my initial counseling session but I will not be denied service due to inability to pay. I also understand that there is a one time \$25 set up fee if I enroll in the Debt Management Program and a monthly fee of up to \$35.00 for my continued participation.
 - At some time in the future, a neutral third party may contact me to request a confidential evaluation of the service.

Non-Discrimination Policy

Our Agency serves all members of the community. We do not engage in the practices of discrimination in the selection and participation of clients in our programs or service with respect to ability to pay, race, religion, color, gender, sexual preference, national origin, or handicap.

Notice to Clients Who Desire a Debt Management Plan

Our Debt Management Plans are voluntary programs that serve the dual role of helping you repay your debts and helping creditors to receive the money owed them. A portion of our funding comes from voluntary contributions from creditors who participate in Debt Management Plans (“DMP’s”). Since creditors have a financial interest in getting paid, most are willing to make a contribution to help fund our Agency. These contributions are usually calculated as a percentage of payment you make through your DMP – up to fifteen percent (15%) of each payment received. However, your accounts with your creditors should always be credited with one hundred percent (100%) of the amount you pay through us and we will work with all your creditors regardless of whether they contribute to our Agency. With respect to your credit history, understand that your participation in the DMP may affect your credit report either favorably or unfavorably according to your creditor’s policies with respect to the DMP and your payment history prior to and during the DMP. Your participation in the DMP may therefore change information, which is already on your credit report. If your credit report reflects that you have paid creditors as agreed in the past, a Debt Management Plan could have a negative impact on a credit worthiness decision by a potential creditor, landlord, or employer in the future. In addition, creditors may report that you are on a Debt Management Plan and are not paying as originally agreed, although they have accepted the reduced payment. You should also be aware that debts to creditors you repay through the plan may be able to be discharged through bankruptcy. Counselors cannot provide legal advice.

Client Rights and Complaint Resolution Process

We pledge that our clients have the right:

- To prompt counseling services for managing money based on their financial situation.
- To treatment with dignity and respect.
- To be actively involved in a comprehensive assessment of their financial situation
- To express dissatisfaction through a complaint resolution process.
- To discontinue their relationship with our Agency at any time.
- To ask questions and to have their concerns addressed.

We are committed to providing you with high quality professional services. However if you are not satisfied with the services provided or if you want to make a complaint we ask that you follow these guidelines.

- **Step One:** Try to resolve the issue with the staff member involved, giving him or her specific information about your complaint.
- **Step Two:** If Step One is not possible or the issue is not resolved to your satisfaction, write to: **Counseling Supervisor, CCCS, 7820 North Point Blvd. Suite 100, Winston Salem, NC 27106**
- **Step Three:** The Counselor Supervisor may request a meeting with you (phone or face to face) or seek more information from a staff person. The agency will respond within 15 days.
- **Step Four:** If your issue is still unresolved, you may appeal by writing directly to the Chief Executive Officer. **Write to: President, CCCS, 7820 North Point Blvd. Suite 100, Winston-Salem, NC 27106.** After additional fact finding, the Chief Executive Officer will provide a written concluding decision to you within 15 days.



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(Continued)

I have received a copy, read, and understand the information provided to me, including:

- Client Bill of Rights
- Privacy Policy
- Funding Disclosure, Dual Role Disclosure, DMP Duration Disclosure
- Fee Disclosure
- Grievance Procedure

I authorize Financial Pathways (hereafter referred to as "the Agency") to release any information I share with Agency, including my financial information, with the following entities:

- My creditors and their agents, for purposes of addressing the matters discussed with the Agency;
- State, federal, or non-profit entities that provide funding to support the Agency's efforts, for purposes of grant compliance, monitoring, and program evaluation;
- Credit reporting agencies (i.e., Experian, TransUnion, or Equifax) for purposes of obtaining a credit report on my behalf or for program evaluation.

In an effort to evaluate our programs, the Agency will be evaluating credit reports for a selected group of clients. The credit report will not impact my credit score. I agree to allow the Agency to contact me to discuss my progress on an annual basis even after I have completed the program. I authorize the Agency to pull credit reports with FICO scores in my name in the next month, and then three more times in the next 36 months based on the date signed below. I understand that I will not receive a copy of this credit report but it will be retained on file at the Agency office for use only by agency staff.

I understand that this authorization will remain in effect until I revoke or modify it, and that this revocation or modification may occur at any time by contacting the Agency at **7820 North Point Blvd. Suite 100, Winston Salem, NC 27106.**

Client's Name: _____

Counselor: _____

Client's Signature: _____

Date: _____

Date: _____

May the Agency or the National Foundation for Credit Counseling contact you for purposes of monitoring and evaluating the program?

YES _____

NO _____

Please note: Participation in this follow-up is strictly voluntary and is not required in order to provide you with services.