

Statement of Counseling Services

Please read the following statements carefully and initial the line next to each statement to indicate understanding of that provision. For simplification, the singular is used when the plural may apply.

_____ I understand the agency will provide a confidential comprehensive personal money management interview.

_____ I understand the interview will be conducted by a CCCS Counselor certified by the NFCC.

_____ I understand there may be a counseling fee of \$ _____. Additionally, there may be charges for other agency services. Fee schedules are posted in each CCCS office. I am aware that CCCS has a fee waiver policy for which I may apply. I understand the fee waiver policy and forms are on the website at www.gotdebt.org/bc.php

_____ I will be given a written assessment outlining a suggested Action Plan which will be based on the following options:

- a) I may choose to enroll in the agency's Debt Solver Program™ (DSP).
- b) I will handle any financial concerns on my own.
- c) I will be referred to the other services of the organization or other agency or agencies as appropriate that may be able to assist with particular problems that have been identified.

_____ I will provide CCCS with a true and accurate accounting of my financial condition to the best of my knowledge, and will disclose all credit obligations.

_____ I agree to hold CCCS, its employees, agents, volunteers, officers, and directors harmless from any claim, suit, action or demand of my creditors, myself, or any other person resulting from advice or counseling.

_____ Nothing herein shall apply to actions or claims under the provisions of the United States Bankruptcy Code, 11 U.S.C. § 101 et seq.

_____ I authorize any collection agency, law enforcement or prosecuting agency to release any and all information in its files to CCCS until I revoke authorization directly to that agency, in writing.

_____ I authorize CCCS to obtain my credit report(s) and/or score for the purpose of financial counseling and review. This information will be used to ensure accuracy of information and credit obligations. I understand this may appear as an inquiry on my credit report file and could possibly have an adverse effect on my credit. I also understand the credit bureaus will require me to purchase their consumer report prior to any dispute.

_____ I authorize CCCS to provide a copy of my pre-filing certificate to my attorney via fax/email.

_____ I affirm that the individual receiving this information and/or counseling is the individual identified below.

_____ I have received a copy of the agency's *Best Practices, Client Grievance Procedure, Disclosures and the Privacy Policy*.

Client Signature

Client Signature

Date

Counselor Signature

Identification #1 Type _____ Number _____ State _____ Expires _____

Identification #2 Type _____ Number _____ State _____ Expires _____

Client ID: _____



Privacy Policy for Consumers

Our agency is committed to ensuring the privacy of individuals and/or families who have contacted us for assistance. We assure you that all information shared both orally and in writing will be managed within legal and ethical considerations. Your “personal financial information”, such as your total debt information, income, living expenses, and personal information regarding your financial circumstances will be provided to creditors, and possibly others with your specific authorization.

We may also use aggregate case file information for the purpose of evaluating our services, gathering valuable research information and designing future programs. Your anonymity will be maintained through the use of your client number or by using aggregate data in all circumstances.

In all other situations, your information may be released to appropriate individuals or agencies ONLY UPON YOUR WRITTEN REQUEST or when our agency has been served by a valid subpoena.

Consumer Credit Counseling Service will provide notice of our privacy policy annually, as long as you maintain an ongoing relationship with us. You can also review our internet privacy policy on our web site at www.gotdebt.org or contact us for a copy at 800-540-2227.

Disclosures

Our Debt Solver Program (DSP) serves the dual role of helping the client repay their debts and helping creditors receive the money owed them.

Some of our funding comes from voluntary contributions from creditors who participate in the DSP. Since the 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 payments you make through the DSP –up to 10 percent (10%) of each payment received. However, your account 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 creditors regardless of whether or not they contribute to our agency.

In order for Consumer Credit Counseling Service to provide its services, CCCS may be obligated to furnish certain information concerning your financial condition to creditors or other organizations or individuals.

Your participation in a DSP will not change anything which is already on your credit report. However, if your credit report reflects that you have paid creditors as agreed in the past, a debt management program could have a negative impact on a creditworthiness decision by a potential creditor, landlord, or employer in the future.

In addition, creditors may report that you are on a debt management program 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 DSP may be able to be discharged through bankruptcy. Counselors cannot provide legal advice.

Creditors may, in some cases, make concessions on money owed to them according to their company policy. CCCS has made no claim or statements, real or implied, that would misrepresent our influence regarding concessions.



Agreement with Client
Debt Solver Program™ (DSP) *Client ID:* _____

This agreement, dated _____, is between _____ and Consumer Credit Counseling Service of Ventura County, Inc. (AKA: CCCS of Santa Clara & Ventura).

By signing this agreement, the client accepts CCCS's arrangements and authorizes CCCS to set up and carry out a Debt Solver Program (DSP) between the client and his creditors.

The client agrees to make their first payment of \$_____, which includes a one-time set-up fee of up to \$50 or correct state fee calculations on _____ or within 90 days of this signed agreement, whichever is less. Thereafter, payment of \$_____ must be in our CCCS main office no later than the ____ of each month. The client agrees that as each creditor is paid in full, those funds will be used by CCCS to increase payments to the remaining creditors.

The client agrees that CCCS may withhold the lesser of 8% or \$35 of dollars deposited. Fees are subject to change. This charge will end when the program is discontinued. The client understands that the success of the DSP depends upon debtor participation. The client agrees to be proactive by monitoring creditor statements and changing creditor due dates if necessary.

The client authorizes CCCS to obtain balances and other information about his and/or her debts or any other information that CCCS needs about the client. The client agrees that CCCS, if necessary, may share with creditors' information concerning address, telephone number, employment, balances, payment history, and other information to secure cooperation of the creditors with the DSP. This permission will be in effect from the date of this signed agreement and revoked per record retention practices.

Payments may be made electronically or by money order or cashiers check made payable to Consumer Credit Counseling Service.

The client understands that a financial obligation is a contractual agreement between the client and the creditor. Participation in the Debt Solver Program™ only provides a method of payment and does not alter the original agreement.

The client understands that they may discontinue their relationship with CCCS, in writing, at any time without cost. CCCS will normally discontinue the program after two missed deposits unless there have been extenuating circumstances approved by CCCS.

Client understands that they may no longer have credit cards in their possession. The cards are to be destroyed or returned to card issuer prior to joining the CCCS Debt Solver Program. Furthermore, the client agrees to not incur any new credit obligations.

CCCS estimates the client will pay off in _____ months. This estimate is determined by information provided by the client during the initial counseling session. However it is in your best interest to pay your debt down faster if possible. By increasing your payment, you can dramatically reduce your pay off time. For more information call 800-540-2227. CCCS may periodically modify balances whenever information is provided by client or creditor.

The client hereby agrees to hold CCCS, its employees, agents, volunteers, officers and directors harmless from any claim, suit, action or demand made by any creditor or any other person which in any manner may arise from any action taken by CCCS or the creditors of the client in connection with any services rendered by CCCS to the client.

Nothing herein shall apply to actions or claims under the provisions of the United States Bankruptcy Code, 11 U.S.C. § 101 et seq.

Client Signature	Client #2 Signature	Date
Counselor Signature, Consumer Credit Counseling Service		Date



Best Practices

This nonprofit community service organization has adopted best practices for debt management plans and debt settlement plans.

1. CCCS counselors receive proper training and are certified to provide financial counseling prior to performing counseling service in California through counselor certification as required by the National Foundation for Credit Counseling (NFCC).
2. CCCS disburses client funds no later than 15 days after receipt of valid and approved funds, or by the next scheduled disbursement date, whichever is the greater amount of time.
3. CCCS transmits client funds utilizing electronic payment processing whenever possible.
4. CCCS must receive client's first deposit within six weeks of signing the DSP agreement and disburses within fifteen days thereafter, pursuant to California law.
5. CCCS reports to the client, at least quarterly or upon client request, the following information:
 - a) Total amount received from the client
 - b) Total amount paid to each creditor
 - c) Estimated balance as provided by client for each debt owed by client
 - d) Any amount paid to CCCS by client
 - e) Any amount held in reserve
6. CCCS provides a description of the Best Practices of the agency and the client grievance no later than the first payment date or upon request.
7. CCCS clients are not required to utilize additional ancillary services.
8. CCCS provides access to DSP service regardless of the client's ability to pay. Any client dissatisfied with the services received may utilize our grievance procedure below.

Any controversy remaining or claim arising relating to this contract or breach thereof shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator may be entered in any court without having jurisdiction thereof.

Complaints related to this agreement may be directed to the California Department of Corporations. This nonprofit community service organization has adopted best practices for debt management plans and debt settlement plans, and a copy will be provided upon request.

Client Grievance Procedure

1. Discuss your concerns with the employee with whom you have had contact.
2. If you are not satisfied with the employee's resolution, you have the right to communicate your concerns with the department manager.
3. Within 10 working days, the client, staff member, and staff member's manager, will discuss the grievance and attempt resolution.
4. In the event the grievance is not resolved to your satisfaction, a written appeal may be made to the CEO. The CEO shall review an appeal and respond within 10 working days of its receipt.

Mission

Consumer Credit Counseling Service of Ventura County, Inc. provides financial counseling solutions of the highest quality and integrity for all consumers.

Vision

We will provide high quality, innovative debt reduction solutions linking clients and creditors and supporting financial literacy. We will also be recognized as a leader in automated program delivery.