

CCCS of Southern Oregon, Inc.
Location in Medford
STATEMENT OF COUNSELING SERVICES

Please read the following statements carefully so that you will understand the procedures for the counseling session. **INITIAL THE BOX** next to each statement to indicate understanding of that provision.

(For simplification the singular is used even when the plural may apply.)

I understand the agency will provide a free confidential comprehensive personal money management interview. I also understand that I am responsible to give the agency accurate information, to the best of my abilities, regarding all income, expenses, and debt.

I understand that the interview will be conducted by a certified consumer credit counselor or qualified professional counselor. All action plans, not conducted by a certified consumer credit counselor, will be reviewed by a certified consumer credit counselor.

I understand that in the event I am dissatisfied; I can utilize the Complaint Resolution Process. A copy of process is available on request.

I understand that most of the agency's funding comes from creditors participating in Debt Management Plans. Since creditors have a financial interest in getting paid, they are sometimes willing to make a contribution (up to 15 percent of each payment received) to help fund the agency. However, my accounts with my creditors will always be credited with one hundred percent (100%) of the amount I pay through the agency. CCCS will work with all my creditors regardless of whether they contribute to the agency.

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 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 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, if I qualify, in the agency's Debt Management Plan. (Receipt of the financial counseling services does not automatically guarantee that I can participate in the agency's Debt Management Plan.) A small monthly fee of not more than \$35, a setup fee of up to \$25 (for Oregon residents only), and a one-time education fee of \$15 (for Oregon residents) \$40 (for California residents) is asked of each client. All fees are voluntary and participation is not denied to clients who indicate that they cannot or prefer not to pay.
- c.) Under the Debt Management Plan the agency serves as a neutral third party in negotiating with creditors to liquidate financial obligations. The agency provides counseling on managing secured debt, but only includes unsecured debt on a Debt Management Plan.
- d.) My participation in a debt management repayment program may change information on my credit report. *If my credit report reflects that I 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.* Although CCCS does not report to credit reporting agencies, I understand that creditors may report that I am on a debt repayment plan, and I am not paying as originally agreed although they have accepted the reduced payment.
- e.) I am aware that debts I would repay through a debt management plan may be able to be discharged through bankruptcy. Counselors cannot provide legal advice.
- f.) I will be referred to the other services of the organization, another agency or agencies as appropriate that may be able to assist with particular problems that have been identified. I have the right to use or reject the suggested referrals.

At some time in the future, I understand my information may be used for confidential research. My situation may be discussed with an outside source and/or a neutral third party may contact me to request an evaluation of the agency's services.

Client Signature

Counselor Signature

Client Signature

Date



PRIVACY POLICY

Our agency is committed to assuring 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 concerning your financial circumstances, will be provided to creditors and, possibly others with your specific authorization. We may also use aggregated 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 situations, your information may be released to appropriate individuals or agencies **ONLY UPON YOUR WRITTEN REQUEST OR when our staff has been served by a valid subpoena.**

The following PRIVACY PRACTICES detail circumstances under which we will release your information to a third party:

1. We do not disclose any non-public personal information about our customers or former customers to anyone, except as permitted by law.
2. We may compile data and aggregate information that you give to us, but this information may not be disclosed in a manner that would personally identify you in any way.
3. We may disclose some or all of the information that we collect, as described below, to creditors, or third parties that you have authorized who need this information in order for us to assist you after a counseling session.
4. We may disclose all of the information that we collect, as described below, to creditors and related financial institutions that need this information in order to put you on a debt management program (DMP).
5. We restrict access to non-public 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 non-public personal information.
6. We collect non-public personal information about you from the following sources:
 - Information we received from you on our applications or other forms you provide;
 - Information about your transactions with us, your creditors, or others; and
 - Information we receive from a credit reporting agency.
7. We may disclose the following kinds of non-public personal information about you:
 - Information we receive from you 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.

RELEASE: I hereby authorize this Credit Counseling Agency to release all non-public information it obtains about me to (1) my creditors and (2) any third parties necessary to resolve the matter(s) discussed during my counseling session. I further RELEASE and authorize all my creditors to provide non-public information about me to this Credit Counseling Agency.

Client Name _____ Signature _____ Date _____
(Please Print)

Client Name _____ Signature _____ Date _____
(Please Print)