

# Debt Management Program Package



# Client Disclosure

Consumer Credit Counseling Service of the Miami Valley (CCCS) has over 30 years of experience in helping people with financial problems. Our role is to provide you with information and alternatives to make informed decisions to reach your financial goals. CCCS provides a variety of services such as Financial Counseling and Education, Housing Counseling Services, and Education, and Debt Management Programs. You are under no obligation to use other services or referrals offered. Please let us know if you are limited in English proficiency or otherwise in need of a professional interpreter and CCCS will provide one at no cost for your counseling session.

In order to assist you, it is essential that you provide us with information that is accurate and as complete as possible. CCCS will complete a written budget analysis that will examine your financial situation, examine factors that may be the cause of problems, review housing status, and explore all alternatives for developing a reasonable plan for resolving them. For many people we counsel, the budget and personalized action plan provide all the advice needed to handle their financial situation.

In some situations, especially if there is significant credit card or other unsecured debts, clients may find that enrolling in an alternative payment schedule such as a Debt Management Plan (DMP) is the best option for them to reach their financial goals. Participation in a DMP may have some bearing on the establishment of future credit. Some creditors may report accounts current within three months after establishing a DMP, others may reflect "slow pay," or a designation that you are on a program. Financial counseling does not automatically guarantee you will qualify for a Debt Management Program.

If you decide that a Debt Management Program (DMP) is a viable option to resolve financial difficulties, CCCS has a one-time set-up fee of \$30 and a reasonable monthly fee of \$25. CCCS does not charge a fee for financial counseling and the U.S. Department of Housing and Urban Development (HUD) or other housing grants provide funding for our housing counseling services. Fees comply with applicable federal/state laws and are an invaluable source of income that allows us to continue to service the community. Since creditors have a financial interest in having debts repaid in a DMP, most are willing to contribute. A significant portion of funding (up to fifteen percent of payments) comes from voluntary creditor contributions who participate in DMPs.

CCCS does not deny access to services due to the inability to pay fees. We make services available and affordable. Fees may be reduced or waived based on financial ability to pay. Documentation must be provided verifying these criteria.

CCCS is a member of the National Foundation for Credit Counseling (NFCC) and is also accredited by the Council on Accreditation (COA). The Consumer Credit Counselor/Educator conducting or supervising this session has been trained and certified in accordance with the NFCC standards, and while the counselor has expertise in helping those with financial problems, they cannot provide you with legal advice. The NFCC has high standards for quality credit counseling and financial education, and this agency complies with those standards. No employee, officer, or volunteer will undertake any action that might result in, or create the appearance of, administering counseling operations for personal or private gain. CCCS does not pay or receive fees or other consideration for referrals. As a non-profit agency, we are organized and operate in accordance with Section 501 (c)(3) of the Internal Revenue Code.

CCCS is committed to assuring the privacy of those who have contacted us for assistance. All information shared both orally and in writing is managed within legal and ethical considerations. Personal information such as income, living expenses, debts, assets, employment, and credit report information regarding your financial circumstances will be provided to creditors/lenders that need this information in order for us to assist you, only with your specific signed authorization. We may use aggregate case file information for monitoring and evaluating our services, but this does not disclose information in any manner that would personally identify you. We maintain physical, electronic, and procedural safeguards that comply with federal regulation to guard your nonpublic personal information. In the event of a quality of service review, an on-site visit, or investigation of a complaint, HUD in connection with its oversight function may request from CCCS the disclosure of client information from counseling or debtor education programs.

We strive for a healthy two-way exchange of information and are committed to providing an environment in which you can express any concerns. Upon request or at the initiation of an informal complaint or formal grievance, we will provide you with a copy of our Grievance Policy and Procedure. This process provides a means for achieving a timely resolution of your concern.

# Client Rights

## As a client of CCCS, you have the right to:

1. Be treated with respect and dignity.
2. Receive service in a manner that does not influence you and that protects your right to self-determination.
3. Receive timely response to your request for services and an explanation if we are unable to provide services to you.
4. Receive written information on the hours in which your specific program services are available to you.
5. Consent to and participate in the development of any decisions, goals, or plans regarding the services provided to you.
6. Refuse any advice, suggestions, recommendations, or services offered.
7. Request a review of your file or records.
8. Terminate your involvement with our organization at any time with full explanation of the consequences of such action.
9. Be treated confidentially, with exceptions based on your permission or court order.
10. Receive services regardless of race, color, age, sex, religion, national origin, ancestry, handicap, disability and veteran or military status in an environment free from restrictive behavior management interventions.
11. Receive written information regarding rules, behavioral expectations and other factors that could result in discharge or termination.
12. Receive basic information about how to process complaints, grievances, or appeals.

# Important Reminders

## Payments are due by Midnight the 20<sup>th</sup> of each month

1. Money order, cashier's check, ACH (eligible for enrollment after third payment).
  - *Cash, personal checks, internet banking, and bill payment services cannot be accepted.*
2. After-hours drop box location the north side of the building 660 S Main St, Dayton.
3. Late payments will be applied with the next CCCS disbursement to creditors.
4. Missed payments – Creditors may resume fees and remove CCCS status.
  - *Contact CCCS – A review session may be of assistance.*
  - *Repeated partial or missed payments can lead to termination.*
5. Contact CCCS prior to making alternate payment arrangements with creditors.
6. Extra funds: Please include a note showing the amount and any special instructions.

## Difficulty with Creditors

1. Inform your creditors that you have entered the Debt Management Program.
  - *They are looking for information on first payment and amount.*
  - *It usually takes three consecutive payments for your creditors to adjust your accounts.*
2. Delinquency letters and fees appearing on statements should be forward to CCCS.

## Account Updates

1. Notify CCCS of personal information changes; such as address, telephone number, email address, employment/income.
2. Compare statements to original worksheet to verify creditors are adjusting interest rates and fees for program participation.
  - *Send CCCS copies of any who have not done so after the third consecutive payment.*
3. Send copies of current creditor statements/bills every six months for balance updates.
  - *Our system does not calculate your interest in the balance we show.*
4. Notify CCCS of final "Pay-Off" account balances as soon as possible.
5. Contact the creditor to verify a zero balance when you receive a "Paid in Full" letter from CCCS.
  - *Contact CCCS if there is a balance remaining.*
6. Keep the original for your records and send a copy of all accounts reflecting zero balance for your file.
7. For accounting purposes pay accounts off through CCCS disbursements.

**New Credit:** Before applying for a car loan, home loan, or refinancing, please contact CCCS for the necessary approval and documents needed. Counselors need 24-48 hours' notice for reference letter and payment history request.

**Workshops/Education:** All CCCS clients are encouraged to attend our educational programs for the skills needed to ensure a successful Debt Management Program. If you have not already done so, contact CCCS to register today.

# Client Guidelines

Client Name: \_\_\_\_\_ Counselor: \_\_\_\_\_

We are pleased that we have been able to place you on our Debt Management Program (DMP). We will be available to help as much as possible. DMP's serve a dual role, both helping the consumer repay unsecured debts and assisting creditors to receive the funds owed to them. Your cooperation in the following guidelines will help insure that we keep both you and your creditors happy.

1. Your Debt Management Program will begin, and your creditors will be notified by mail once we have received your first monthly payment.
2. For the first month only, payment is due by the \_\_\_\_\_ of the month. This allows us time to gain approval from your creditors. Please ensure that your first payment only includes the one time set up fee.

**Total Due: \$** \_\_\_\_\_

3. All future payments must be **in our office by the \_\_\_\_\_ of each month**. Please note that any payments received after the 20th will not be distributed until the following disbursement. This amount may be subject to change based on the creditor's response.

**Total Due: \$** \_\_\_\_\_

4. Payments are to be payable to: **Consumer Credit Counseling Service or CCCS** in the form of **money orders, cashier checks or electronic transfer** and should be mailed along with any correspondence to:

**Consumer Credit Counseling Service  
130 West Second St., Suite 1420  
Dayton OH 45402**

Payments may be brought into the office at the above location between 8:00 a.m. and 5:00 p.m.

**The Springfield office cannot accept payments.**

5. Please **print your name, address and your CCCS account number** on your payment. This will insure proper posting of your payment. Contact our office if you are unable to make your payment.
6. Our services are made possible by the assessment of a one time \$30 set-up fee and a reasonable monthly fee of \$25 to cover administrative costs. Estimated program fees for 60 months are \$1,530. DMP fees comply with applicable federal/ state laws and are an invaluable source of income that allows us to continue to service the community. CCCS offers a variety of educational programs to assist clients with money management, budgeting and the proper use of credit to ensure long-term financial independence. In extreme hardship, fees may be reduced or waived. CCCS does not deny access to services due to the ability to pay fees. We make services available and affordable.
7. We request that you **update our balance information with copies of your statements quarterly**. This becomes very important when an account is close to paying off and our balances do not reflect finance charges. You will also want to maintain payments during the initial enrollment process and contact your creditors to change the due date to the end of the month for our disbursement.
8. Because of reduced payments to the creditors that are still adding finance charge, you may note some balances **may not** be declining as fast as they are with creditors who stop or reduce finance charges. Once smaller accounts are paid off, the payments to these creditors will be increased. **Each creditor has their own policy in regard to adding finance charge or late fees. Please verify those listed on your worksheet are being adjusted properly.**

9. Monthly status reports of payments made through the debt management program are accessible daily on our website at [HomeOwnershipDayton.Org/CCCS](http://HomeOwnershipDayton.Org/CCCS) You will need your client id and personal pin number to access your report. For those without internet access, CCCS will provide a quarterly status report. It is your ongoing responsibility to monitor creditor statements with our status report and inform us of any discrepancies in payments applied. CCCS staff is available to address any problems you may encounter with your creditors.
10. Please **advise us of any changes** that occur. It is important for the success of your program to remain informed and responsible for the accounts on your DMP. We need to know as soon as possible when an account is transferred, has a new address or is assigned a new number. We also request that you advise us of any change in your employment or address. Those moving outside of our service area may need to transfer their account to an accredited agency in that location.
11. Finance charges, fees, insurance or penalties imposed by creditors may increase the overall indebtedness as well as the length of time required to fully pay the creditors listed on the DMP. CCCS encourages you to cancel your credit insurance and increase the amount of your monthly payment as your financial situation improves. Increasing the DMP payment will have a favorable impact on these charges, reducing the amount of time estimated to achieve completion of the DMP.
12. We cannot guarantee that all creditors will accept our program. In the event of a rejection, we will do all we can to negotiate an agreeable payment.
13. CCCS receives funding by voluntary contributions from creditors supporting our program. Since creditors have a financial interest in getting paid, most are willing to make contributions to help fund our agency. These contributions are usually calculated as a percentage of the payments (max 15%) that you make through your DMP. Your accounts with your creditors are not affected by this contribution. We also receive a limited amount of funding from United Way. Regardless of donation all creditors are treated with fairness and equality.
14. Information gathered in your file at the credit bureau during the Debt Management Program may have some bearing on the establishment of future credit. Some creditors will begin to report your account current within two to three months after establishing a Debt Management Program, others may reflect a "slow pay", or a designation that you are on our program. A special arrangement has been made with a number of national creditors to assist CCCS Graduates in reestablishing credit. We will at your request, provide you with a letter of completion to help you in reestablishing your credit. CCCS does not report directly to the credit bureaus.
15. Our phone numbers are as follows:
 

Dayton	937.643.2227	800.377.2432
Springfield	937.325.2898	
Website	<a href="http://HomeOwnershipDayton.Org/CCCS">HomeOwnershipDayton.Org/CCCS</a>	

Please feel free to contact us with any questions.

# Debt Management Program (DMP) Agreement for Services

Client Name (s): \_\_\_\_\_ Effective Month/Year: \_\_\_\_\_

I hereby authorize Consumer Credit Counseling Service (CCCS), a program of The HomeOwnership Center, a non-profit agency, its employees, agents and volunteers to counsel and advise us on its money management and budgeting pertaining to our financial situation. I hereby hold CCCS, its employees, officers, directors, agents and volunteers harmless from any claim, suit, action or demand of our creditors, ourselves or any other person arising from any action or inaction taken by agency or my creditors, in connection with any services rendered by CCCS for me. Furthermore, I understand that bankruptcy may be an alternative. CCCS does not give legal advice but may recommend we seek legal counsel. Nothing herein shall apply to actions or claims under the provisions of the United States Bankruptcy Code, 11 U.S.C. § 101 et seq. For simplification, the singular is used even when the plural may apply. I freely volunteer to abide by the provisions of this agreement, which are as follows:

I hereby consent to and authorize CCCS, a non-profit agency, its employees, agents and volunteers:

1. To make necessary arrangements with my creditors to aid in the repayment of unsecured debts. All associated attachments including Income Statement, Budget Analysis, and Enumeration of Debts including balance and payment schedule, Action Plan pages are incorporated herein as part of this agreement by reference. The term of this Release of Information and Agreement for Services is 60 months barring unforeseen developments or the duration of the DMP and becomes effective on the date that I sign it and make a payment to CCCS.
2. To communicate with my creditors, asset holders and others for the purpose of obtaining information about my accounts, including, but not limited to verifying balances, payments, interest rates and fees charged.
3. To disclose any information concerning my financial condition and status, including but not limited to income, debts, credits, earnings, assets and residential and work addresses to creditors listed by me unless otherwise required by law.
4. To combine my funds disbursement with other clients being served; to use a third party to transfer my funds and to receive/send information about my account to/from my creditors.

I further agree:

1. To abide by CCCS program guidelines and that I am responsible for disclosing accurate information, to the best of my knowledge, about all of my creditors and sources of income.
2. Payment amounts are based on the total debt owed as disclosed by the client. Your counselor will notify you if payment amounts change upon verification of debt totals. For the first month only, I agree to deposit with CCCS \$ \_\_\_\_\_ which includes a \$30 one time set-up fee, by the \_\_\_\_\_ of the month my DMP is to begin. All future monthly payments of \$ \_\_\_\_\_, includes a \$25 monthly service fee, and will be paid by the \_\_\_\_\_ of each month. Estimated program fees for 60 months are \$1530. I agree to make all deposits payable to Consumer Credit Counseling (CCCS) by money order, certified check, bank check or electronic transfer. I understand that CCCS will not accept cash, personal checks or internet bill payment services.
3. That all of my credit/charge cards have been closed or destroyed and I am fully aware that the creditor(s) has the right to close the account(s). I agree to destroy all cards associated with the lines of credit on the Debt List. I further understand and agree that I will not apply for, nor will I ask anyone for more credit or assume any new debts without agency approval.
4. That CCCS acting as my agent in negotiating arrangements with my creditors is free to exercise its own judgment in making such arrangements; may provide full financial information to creditors involved; and shall not be responsible or liable for any action taken by my creditors. I understand that creditors may assess finance charges or fees that may increase the total indebtedness and that CCCS has no responsibility or obligation for my past, present, or future credit.

I understand that:

1. This agreement can be terminated immediately by CCCS if it is found that I have provided any false information to CCCS, or if I have paid creditors on my own, or if fail to comply with any other provisions, terms, or conditions of this agreement. CCCS reserves the right to discontinue my DMP if I fail to make two monthly deposits in full or repeatedly make partial payments. Creditors reserve the right to discontinue any concessions when payments are not made as agreed.
2. I understand that I can terminate this agreement for any reason by providing written notice to CCCS. If CCCS or I terminate this agreement, any money left in my account will be paid to my creditors, unless otherwise required by law. I understand that if my program is terminated CCCS will inform me in writing, and notify my creditors providing them with my name, account number and reason.
3. CCCS in its discretion may make changes to this agreement including increases in monthly service charges, by giving me thirty (30) days notice.
4. I understand that my records are protected by federal, state, and local regulations governing confidentiality of client records and cannot be disclosed without my written consent unless otherwise provided for in the regulations.

**I have received copies of the Counseling Disclosure, Privacy Notice and Client Rights. I understand and agree to abide by the CCCS Client Agreement and CCCS Client Guidelines.**

Signature: \_\_\_\_\_

Counselor: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# Release of Information and Privacy Notice

Client Name (s): \_\_\_\_\_

**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, electronically, and in writing will be managed within legal and ethical considerations. We will take precautions to disclose information only to those who have a right to know and will not disclose any of your personal information to third parties without your consent. Your "personal financial information", such as debts, income, living expenses and information concerning your financial circumstances, will be provided to creditors listed by you on the Debt List only while actively participating in the Debt Management Program.

In all other 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 which we will release your information:**

1. We collect nonpublic personal information about you from the following sources:
  - Information we received from you on our worksheet or other forms you provide;
  - Information about your transactions with us, your creditors, or others; and
  - Information we receive from a credit-reporting agency.
2. We restrict access to nonpublic personal information about you to 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.
3. 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 by your client number or by using aggregated data in all circumstances.
4. We do not disclose nonpublic personal information about our customers or former customers, except as permitted by law.
5. 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 in the repayment of your debts.
  - Information we receive on intake such as name, address, social security number, assets, and income;
  - Information about 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 listed by me on the Debt List and (2) any third parties necessary to resolve the matter(s) discussed during my counseling session. I further release and authorize all of my creditors to provide non-public information about me to Consumer Credit Counseling Service of the Miami Valley. The term of this Release of Information is 60 months barring unforeseen developments or the duration of the DMP and becomes effective on the date that I sign it and make a payment to CCCS. I understand that I can terminate this release for any reason by providing written notice to CCCS.**

Signature: \_\_\_\_\_

Counselor: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Counseling Session Evaluation

Consumer Credit Counseling Service of the Miami Valley (CCCS) is committed to providing quality service to our clients. Please take a moment to complete this evaluation and return it to CCCS. Your responses are confidential.

Date: \_\_\_\_\_ Counselor: \_\_\_\_\_

**Ratings: Very Poor: 1 Poor: 2 Fair: 3 Good: 4 Very Good: 5**

**Instructions:** Circle the number that best describes your experience.

- |     |   |   |   |   |   |   |
|-----|---|---|---|---|---|---|
| 1.  | How would you rate your overall satisfaction with CCCS services?  | 1 | 2 | 3 | 4 | 5 |
| 2.  | How would you rate the likelihood of recommending us to others who need our services?   | 1 | 2 | 3 | 4 | 5 |
| 3.  | How would you rate the courtesy of the CCCS staff?  | 1 | 2 | 3 | 4 | 5 |
| 4.  | How would you rate the extent to which our employees treat you with respect and dignity?  | 1 | 2 | 3 | 4 | 5 |
| 5.  | Rate the amount of time it took to arrange an appointment.  | 1 | 2 | 3 | 4 | 5 |
| 6.  | Rate the convenience and accessibility of the location.   | 1 | 2 | 3 | 4 | 5 |
| 7.  | How would you rate the counselor's knowledge and information provided?  | 1 | 2 | 3 | 4 | 5 |
| 8.  | Rate how well the session helped you to fully understand your rights and responsibilities and the consequences of your options. | 1 | 2 | 3 | 4 | 5 |
| 9.  | Do you now have a better understanding of the importance of savings?  | 1 | 2 | 3 | 4 | 5 |
| 10. | Rate how well the session helped you to have a better understanding of your financial situation.                                | 1 | 2 | 3 | 4 | 5 |
| 11. | Did you learn skills you could use to avoid future money problems?  | 1 | 2 | 3 | 4 | 5 |
| 12. | Rate the benefit the session had for you in achieving your financial goals.   | 1 | 2 | 3 | 4 | 5 |

Comments or suggestions for improvement: