



Statement of Counseling Services

Please read the following statements carefully so that you will understand the procedures for the counseling session. Initial the line 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 confidential comprehensive personal money management interview.
- ☐ I understand that a certified consumer credit counselor or qualified professional counselor will conduct the interview. All action plans not conducted by a certified consumer credit counselor will be reviewed by a certified consumer credit counselor.
- ☐ I understand that I have been provided with the Client Bill of Rights, Non-Discrimination Policy and the Complaint Resolution Process. I also understand that in the event I am dissatisfied, I can utilize the Complaint Resolution Process (side two).
- ☐ 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. Sec. 101 et seq.
- ☐ I understand there is a one-time fee of \$50 per individual/\$75 per couple for bankruptcy counseling and a one-time fee of \$125 for reverse mortgage counseling. In certain circumstances, you may be eligible to have this fee waived. Services will be provided regardless of the ability to pay.
- ☐ I understand that most of the agency's funding comes from voluntary contributions from creditors who participate in the Debt Management Plan (DMP). 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 by each creditor as a percentage of the payment (up to 15%) you make through your DMP. However, your accounts with your creditors will 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.
- ☐ 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). Our DMP serves a dual role of helping you pay your debts and helping the creditors to receive the money owed to them. CCCS' DMP is used for unsecured debts only.
 - c) Under the Debt Management Plan, the agency serves as a neutral third party in negotiating with creditors to liquidate financial obligations. The monthly fee for the Debt Management Plan is 7.5% of total monthly disbursement, not to exceed \$40 a month (GA resident); \$10 per creditor, not to exceed \$50 a month (SC resident). The agency has no responsibility for any past, present, or future credit rating I receive; in certain circumstances, a Debt Management Plan may affect my credit rating negatively. In the event that the counselor suggests a Debt Management Plan, I will receive complete details of the administration, requirements, and responsibilities.
 - d) 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.
 - e) 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.

☐ At some time in the future, my information may be used in the aggregate form for confidential research and/or a neutral third party may contact me to request an evaluation of the agency's services. HUD is a participating agency where required information will be disclosed.

☐ Receipt of financial counseling services does not automatically guarantee participation in a Debt Management Plan.

☐ As a client you are not obligated to receive any other services offered by the agency or its exclusive partners.

Client Signature

Counselor

Client Signature

Date

☐ For the purpose of phone counseling, this document has been read to the client by a certified counselor and the client agrees.

Statement of Counseling Services, Side two

Client Bill of Rights

We pledge that our clients have the right,

- To prompt counseling services for managing money based on their financial situation;
- To receive dignity and respect;
- To be actively involved in a comprehensive assessment of their financial situation including an appropriate action plan;
- To express dissatisfaction through a Complaint Resolution Process;
- To discontinue their relationship with our agency at any time;
- To ask questions and to have concerns addressed.

Complaint Resolution Process

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 or call the staff member's departmental supervisor at (912) 691-2227.
- Step Three: Agency 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 in writing directly to the President of CCCS of the Savannah Area, Inc., 7505 Waters Ave., Suite C-11, Savannah GA 31406. After additional fact finding, this individual will provide a concluding decision to you within 15 days.

Consumers may contact the South Carolina Department of Community Affairs at (803) 734-4200 or toll free at 1-800-922-1594 if the consumer has complaints about the credit counseling services received.

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 services with respect to age, race, religion, color, gender, sexual preference, national origin, or handicap.

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 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 under which we will release your information to a third party:

1. We do not disclose any nonpublic 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 who need this information in order to put you on a Debt Management Plan (DMP).
5. 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.
6. We collect nonpublic 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 nonpublic 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 of my creditors to provide non-public information about me to this Credit Counseling Agency.

Client Signature _____

Date _____

Client Signature _____

Date _____

☐ This document has been read to the client by a certified counselor for purpose of a phone counseling session and client agrees.