



## CONSUMER CREDIT COUNSELING SERVICE

*Of West Georgia / East Alabama,  
A program of The Family Center of Columbus, Inc.*

Welcome! We understand that you are here because you are currently in bankruptcy proceedings and are required to complete a **Personal Financial Management Instructional Course** before the bankruptcy can be discharged.

This agency has over twenty years of experience helping people with financial problems. Our role is not to be judgmental, but to provide assistance. At the conclusion of this course, you will be provided with a certificate that you will need to prove you have taken the required education.

This agency is a member of the National Foundation for Credit Counseling ("NFCC"). The NFCC has high standards for quality credit counseling and financial education, and this agency complies with those standards. In addition, this agency is accredited by the Council on Accreditation ("COA"), an independent third-party organization that reviews and monitors entities that provide social services. We are a non-profit agency. We are organized and operate in accordance with Section 501(c)(3) of the Internal Revenue Code.

The consumer credit counselor conducting the education course has been trained and certified in accordance with the NFCC standards, and while he/she has expertise in helping those with financial problems, he/she cannot provide you with legal advice. This course is designed to help improve your personal financial management skills so that you may make better money decisions in the future. It is not intended to take the place of a consultation with an attorney regarding any bankruptcy proceedings, your legal rights and options. Once you have completed the course, we will provide you with a certificate of course completion.

To help cover the cost of providing this session to you, this agency charges fees based on your ability to pay utilizing a sliding fee scale, your gross income compared to federal poverty guidelines, and the number of persons in your household. The maximum fee an individual can be charged is \$50. In certain circumstances, you may be able to have this fee waived, as services may be provided without regard to your ability to pay.

A separate schedule of course dates, times, and locations will be provided to you prior to enrollment.

This agency receives funding in the form of grants from private foundations, state and federal governmental units, the United Way, and credit grantors. We do not pay or receive fees or other considerations for the referral of debtor students to or by this organization.

**I have read and understand the disclosures made above.**

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

**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CCCS of West Georgia / East Alabama,**  
a program of The Family Center of Columbus, Inc.  
P. O. Box 1825, Columbus, GA 31902

**Credit Counseling Authorization and Release**

I have received a copy, read, and understand the following disclosures and information regarding counseling services:

- Client Bill of Rights
- Statement of Services
- Complaint Resolution Process
- Non-Discrimination Policy
- Privacy Policy
- Pre-Bankruptcy Counseling Disclosure
- Foreclosure Mitigation Counseling Disclosure
- Fees for Services

**Releases:**

I hereby authorize CCCS of West Georgia / East Alabama 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 agency.

I, by my signature below, authorize Consumer Credit Counseling Service of West Georgia / East Alabama ("CCCS"), a program of The Family Center, to obtain a copy of my credit report on my behalf. I understand that CCCS may utilize [www.annualcreditreport.com](http://www.annualcreditreport.com) to obtain my free credit report, if I am eligible. The cost of receiving a printed copy of the free credit report will be \$3.00 per report.

I understand that CCCS is only providing this information at my request for financial counseling and educational purposes only. I understand that CCCS does not report or disclose any information regarding my financial situation to credit reporting agencies. CCCS has no responsibility or obligation for any past, present, or future credit ratings I receive. I release CCCS, The Family Center, and its employees, officers, and agents harmless from any claim, suit, action, or demand of us or any other person arising from the financial counseling session herewith presented.

I understand that a counselor will review my credit report and answer any questions on how to read the information contained in the credit report. I understand that a counselor does not give legal advice but can offer referrals for appropriate assistance. Any information discussed at my appointment is strictly confidential. I understand that if I have specific questions regarding any incorrect information contained in my credit report, I must contact the credit reporting agencies shown on the credit report. I authorize CCCS to maintain a copy of my report on file for up to two years, but that the contents of my credit report will be used by CCCS only for the purposes of providing services to me.

If I participate in a Debt Management Plan (DMP) with CCCS, I authorize CCCS to maintain a copy of the credit report in my confidential file for any future questions I may have or for internal use in the provision of DMP services. If I participate in foreclosure mitigation counseling, I give permission for the National Foreclosure Mitigation Counseling (NFMC) program administrators and/or their agents to pull my credit report up to two additional times between now and June 30, 2012 and to give authorization for NFMC program administrators and/or their agents to follow-up with me between now and June 30, 2012 for the purposes of program evaluation.

**Applicant**

Print Name: \_\_\_\_\_

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

**Co-Applicant**

Print Name: \_\_\_\_\_

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

This agency is a member of the National Foundation for Credit Counseling ("NFCC"). The NFCC has high standards for quality credit counseling and financial education, and this agency complies with those standards. In addition, this agency is accredited by the Council on Accreditation ("COA"), an independent third-party organization that reviews and monitors entities that provide social services. We are a non-profit agency. We are organized and operate in accordance with Section 501(c)(3) of the Internal Revenue Code.

### **Client Bill of Rights**

*We pledge that our clients have the right:*

To prompt counseling services for money management based on their financial situation.

To treatment with dignity and respect

To be actively involved in a comprehensive assessment of their financial situation including an appropriate financial action plan.

To express dissatisfaction through the Complaint Resolution Process (explained below).

To discontinue their relationship with CCCS at any time.

To ask questions and to have concerns addressed.

### **Statement of Services**

The agency will provide a confidential, comprehensive, personal money management interview. 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.

In the event you are dissatisfied with the services, you can utilize the Complaint Resolution Process.

The agency receives funding in the form of grants, from private foundations, state and federal governmental units, the United Way, and credit grantors. A significant portion of funding comes from voluntary contributions from creditors who participate in a Debt Management Plan (DMP). Since creditors have a financial interest in getting paid, most are willing to make a contribution to help fund this agency. These contributions are usually calculated as a percentage of payments you make through your DMP; up to 15% of each payment received. However, your accounts will always be credited with 100% of the amount you pay through us and we will work with all of your creditors regardless of whether they contribute to this agency.

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

- a) You will handle any financial concerns on your own.
- b) You may choose to enroll in CCCS' Debt Management Plan (DMP). DMP's serve the dual role of helping you repay your debts and helping creditors to receive the money owed to them. In working with your creditors, CCCS does not report any information to the credit reporting bureaus and has no responsibility or obligation for any past, present or future credit rating you receive. In certain circumstances, a DMP may affect your credit negatively. In the event that the counselor suggests a DMP, you will receive complete details of the operations, requirements and responsibilities. Any plan prepared by CCCS cannot result in negative amortization.
- c) A counselor may answer questions about bankruptcy, but not give legal advice. If you need or request legal advice, you will be referred for appropriate assistance. While an attorney can make a recommendation to file bankruptcy, please understand it is a personal choice based on individual circumstances.
- d) You will be referred to additional services offered by The Family Center or another community agency or agencies as appropriate, which may be able to assist with particular problems that have been identified during client interviews.

### **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/her specific information about your complaint.

Step Two: If after Step One, the issue with the staff member is not resolved to your satisfaction; request a grievance form from any staff member at CCCS. Complete and return the grievance form to CCCS.

Step Three: The grievance will be forwarded to the CCCS Program Director. She/he may request a meeting with you (by phone or face-to face) and/or seek more information from a staff person. The CCCS Program Director will respond to your grievance within 3 working days.

Step Four: If your issue is still unresolved, you may appeal in writing directly to the CEO of The Family Center, Lisa Scrivner. After additional fact finding, she will provide a concluding decision to you within 15 days.

### **Non-Discrimination Policy**

CCCS of West Georgia / East Alabama, a program of The Family Center of Columbus, Inc. 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 race, religion, color, gender, national origin, or handicap.

**Privacy Policy:**

**Consumer Credit Counseling Service of West Georgia / East Alabama** 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:**

We do not disclose any nonpublic personal information about our customers to anyone, except as permitted by law. 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. 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. 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).

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.

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.

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.

The following disclosure applies to clients attending a pre-bankruptcy credit counseling session.

**Pre-Bankruptcy Counseling Disclosure**

We understand that you are here because you are experiencing financial problems, and that you may be considering filing bankruptcy and are required to receive "counseling" before you may file.

During the counseling session, we will provide you with information about bankruptcy, its process and possible consequences. We will also consider alternatives to bankruptcy to resolve your problems. It is our view that the purpose of this session is to provide you with information so that YOU may choose the option that you think is best. At the conclusion of this session, you will be provided with a certificate that you will need should you decide to file for bankruptcy. The certificate is valid for up to 180 days from the date the counseling is completed.

The consumer credit counselor conducting or supervising this session has been trained and certified in accordance with the National Foundation for Credit Counseling standards, and while he/she has expertise in helping those with financial problems, he/she cannot provide you with legal advice. In fact, this session is designed to provide you with information and alternatives; it is not intended to take the place of a consultation with an attorney to explore your legal rights and options. Nothing herein shall apply to actions or claims under the provisions of the United States Bankruptcy Code, 11 U.S.C. 101 et seq.

In order to assist you, it is essential that you provide us with information that is as accurate and complete as possible. For that reason, we may ask you to authorize us to access your credit history. Rest assured that the information containing your financial condition and status that you provide during this session is strictly confidential. Such information would include, but is not limited to, income, debts, credit accounts, earnings, assets and employment data. We will not disclose any such information that you provide orally or in writing to anyone, except as authorized by you in writing or as required by law, such as in response to a subpoena.

We may compile data and aggregate information that you give to us, but this information will not be disclosed in any manner that would personally identify you. This agency will not disclose or provide any information about this session to a credit reporting agency. If you should decide to enter into a Debt Management Plan ("DMP") (which will be explained in the course of this session) you will be provided with separate agreement and disclosure forms. CCCS has no responsibility or obligation for any past, present, or future credit rating you receive. A debt management plan and/or bankruptcy can negatively affect your credit report, credit ratings, and ability to secure credit.

To help cover the cost of providing this session to you, this agency charges fees based on your ability to pay utilizing a sliding fee scale, your gross income compared to federal poverty guidelines, and the number of persons in your household. The maximum fee an individual can be charged is \$50. In certain circumstances, you may be able to have this fee waived, as services may be provided without regard to your ability to pay.

The following disclosure applies to clients who own a home and are seeking mortgage delinquency and/or foreclosure prevention counseling. This counseling may be conducted in conjunction with other counseling services provided by the agency.

**Foreclosure Mitigation Counseling Disclosure**

CCCS of West Georgia / East Alabama provides foreclosure mitigation counseling to persons who own a home and due to financial problems are seeking counseling to help prevent mortgage delinquency and/or foreclosure.

As part of this counseling, the agency will provide you with a written action plan consisting of recommendations for handling your finances, possibly including referrals to other housing agencies as appropriate.

CCCS of West Georgia / East Alabama may receive Congressional funds through the National Foreclosure Mitigation Counseling (NFMC) program and as such, will be required to share some of your personal information with NFMC program administrators or their agents for purposes of program monitoring, compliance and evaluation.

You will be requested to give permission for NFMC program administrators and /or their agents to pull your credit report up to two additional times between now and June 30, 2012 and to give authorization for NFMC program administrators and/or their agents to follow-up with you between now and June 30, 2012 for the purposes of program evaluation.

You may be referred to other housing agencies as appropriate that may be able to assist with particular concerns that have been identified. You are not obligated to use any of the services offered to you.

A counselor may answer questions and provide information, but not give legal advice. If you want legal advice, you will be referred for appropriate assistance.

CCCS of West Georgia / East Alabama provides information and education on numerous loan products and housing programs, however, the housing counseling you receive from CCCS in no way obligates you to choose any of these particular loan products or housing programs.

**Fees for Services**

CCCS of West Georgia / East Alabama provides initial and follow-up financial counseling; housing counseling; credit reports consultations; and education courses at no charge to the individuals served.

If clients enroll in a debt management plan (DMP), a monthly administration fee is charged in the amount of 6% of the monthly DMP payment amount, not to exceed \$35 per month.

For clients who receive and/or attend pre-filing bankruptcy credit counseling and pre-discharge bankruptcy debtor education classes are assessed a fee based on income, not to exceed \$50 per person.

Copies of credit reports (accessed through [www.annualcreditreport.com](http://www.annualcreditreport.com)) are provided for a printing fee of \$3.00 per report.