

## 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 the understanding of that provision. For simplification, the singular is used even when the plural may apply.*

\_\_\_\_\_ I understand Consumer Credit Counseling Service of Middle Georgia, Inc., dba Consumer Credit Counseling Service of the Central Savannah River Area (CSRA) (hereinafter referred to as CCCS) will provide a confidential comprehensive personal money management interview.

\_\_\_\_\_ I understand that the interview will be conducted by an NFCC certified consumer credit counselor or qualified professional credit counselor. All action plans not conducted by an NFCC certified consumer credit counselor will be reviewed by an NFCC certified consumer credit counselor. All interviews required by the provisions of the United States Bankruptcy Code, 11 U.S.C. Sec. 101 et seq. will be conducted by an NFCC certified consumer credit counselor. I further understand that the receipt of financial counseling does not guarantee participation in the Debt Management Plan services.

\_\_\_\_\_ I understand that the Debt Management Plan (DMP) serves the dual role of helping me repay my debts and helping creditors collect the money owed them. Most of CCCS' funding comes from voluntary contributions from creditors who participate in the DMP. Since creditors have a financial interest in getting paid, most are willing to make a contribution to help fund CCCS. Their contributions are usually calculated as a percentage of payments I would make through a DMP – up to fifteen percent (15%) of each payment made to the creditor. I further understand that my accounts with my creditors are to be credited with one hundred percent (100%) of the amount I pay through CCCS and that CCCS will work with all of my creditors regardless of whether they contribute or not.

\_\_\_\_\_ I understand that I will be charged \$\_\_\_\_\_ for the initial analysis of my situation, and if I choose to enter a Debt Management Plan through CCCS, I will be charged a monthly fee equal to 6 ½ percent of my monthly payment (not to exceed \$40 per month). I understand that service will not be denied based on undue hardship creating an inability to pay and CCCS may not require a voluntary contribution from a consumer for a service provided by CCCS to the consumer. CCCS has made no attempt to offer or solicit the sale of any other product or service in connection with their outlined service provision.

\_\_\_\_\_ I will be given a written assessment outlining a suggested action plan, which will be based on the following options:

- A. I will handle any financial concerns on my own, without use of a Debt Management Plan.
- B. I understand that credit counseling services are not suitable for all consumers and I may request information about other ways, including bankruptcy, to deal with indebtedness, and,
- C. A counselor may answer questions about bankruptcy, but not give legal advice. If CCCS suggests consulting an attorney, I understand that it is for the purpose of obtaining legal advice and not specifically a recommendation to file bankruptcy. While an attorney can make a recommendation to file bankruptcy, it is a personal choice based on individual circumstances. Because of the possible appearance of a conflict of interest, CCCS will not recommend a specific attorney. I will inform CCCS of the decision if I file bankruptcy.
- D. If I choose to enter into a negotiated Debt Management Plan, CCCS serves as a neutral third party in negotiating with creditors to liquidate financial obligations. While CCCS may obtain a credit report, CCCS has no responsibility or obligation for any past, present or future credit rating I receive. If I choose to utilize a Debt Management Plan, I will receive complete details of requirements, responsibilities and payments outlined.
- E. While my debt analysis will include consideration of payment of secured loans, I understand that the credit counseling services offered by CCCS do not include secured debt, such as mortgages, car/boat loans, most student loans, child support or alimony payments.

\_\_\_\_\_ I understand that in the event I am dissatisfied, I will follow the Complaint Resolution Process on page two (2) of the Statement of Counseling Services. I further understand that if I am a resident of South Carolina, I may contact South Carolina Department of Consumer Affairs at 1-800-922-1594 (toll free in S.C.) or (803) 734-4200.

\_\_\_\_\_ At some time in the future, my information may be used for confidential research and/or a neutral third party may contact me to request an evaluation of the agency's services.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Counselor

\_\_\_\_\_  
Co-Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant current address and telephone number

## Statement of Counseling Services, Page Two

### **Client Rights and Responsibilities**

Clients have the right to:

- Prompt counseling services for managing money based on their financial situation
- Fair and equitable treatment including the right to receive services in a non-discriminatory manner; the consistent enforcement of program rules and expectations; and the freedom to express and practice religious and spiritual beliefs.
- 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 ask questions and to have concerns addressed.
- To request an in-house review of their service plan.
- To refuse any service and to be informed about the consequences of such refusal.

Clients are responsible for:

- Providing relevant, honest and complete information as a basis for receiving services.
- Actively participating in service decisions.
- Asking questions when uncertain

### **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, request a complaint/grievance form from any staff member or write or call Nicole Caldwell at CCCS, P. O. Box 31, Macon, GA 31202 / (478) 745-6197 / (800) 446-7123 requesting a complaint/grievance form. Complete and return the complaint/grievance form to Ms. Caldwell.
- Step Three     CCCS 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 W. Patrick Boisclair, the Chief Executive Officer at CCCS. After additional fact finding, this individual will provide a concluding decision to you within 15 days.

\* If you are a resident of South Carolina and you have any complaints about the services received, you may contact South Carolina Department of Consumer Affairs at 1-800-922-1594 (toll-free in S.C.) or (803) 734-4200.

### **Non-Discrimination Policy**

CCCS 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, age, national origin, handicap, or financial status.

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