

Authorization for Services

Since 1964, Consumer Credit Counseling Service of Greater Atlanta (CCCS) has served as a critical community safety net for individuals and families experiencing financial difficulties. To ensure you have the information you need to make an informed choice about your options, this Authorization for Services (AFS) outlines important information you need to know about our organization and our services.

- We are a non-profit agency, organized and operating in accordance with Section 501(c)(3) of the Internal Revenue Code.
- We are a member of the National Foundation for Credit Counseling (NFCC) and comply with the NFCC's high standards for quality credit counseling and financial education.
- We are accredited by the Council on Accreditation, an independent third-party organization that reviews and monitors entities that provide social services.
- The counselor conducting or supervising your counseling session has been trained and certified in accordance with NFCC standards.
- We need you to provide complete and accurate information to conduct your counseling session. By using our services, you authorize us to contact specific creditors, including mortgage companies, to secure portions of this information. In addition, you authorize CCCS to obtain credit reports in your name from credit reporting agencies as we deem appropriate. This extends to all types of counseling sessions, Debt Management Plans (DMP), and work done after the completion of services to verify information or evaluate your results. When we obtain your credit report, an inquiry may appear on your report as a result, but you agree that CCCS has no responsibility for the credit rating you receive.
- You agree to hold CCCS harmless from any claim, suit, action or demand by any creditor or person arising out of, or connected with, its advice or counseling, or the establishment and the administration of a DMP, except in the case of willful misconduct or gross negligence by CCCS. Nothing herein shall apply to actions or claims under the provision of United States Bankruptcy Code, 11 U.S.C. Sec. 101 et seq.
- We will keep the information that you provide and that we gather during your counseling session strictly confidential. We will not disclose any of your personally-identifiable information either orally or in writing to anyone, except (a) as required to provide services for you; or (b) as you direct us in writing to provide; or (c) as required by law, such as in response to a subpoena.
- We receive funding from entities that support financial counseling such as the United Way, private and corporate foundations, state and federal governmental units, and creditors. A significant portion of our funding comes from voluntary contributions from creditors who participate in the Debt Management Plans we administer for our clients. Since creditors have a financial interest in having debts repaid, most are willing to make a contribution to help fund the overall services of this agency. These contributions are usually calculated as a percentage of payments that are made through a DMP. Additional information on how a DMP works is provided below.
- We will compile data and aggregate information that you give us for research, quality assurance and reporting purposes, but none of your information will be disclosed outside our organization in a manner that would personally identify you. If we use a third party to assist us in this process, they will be bound by the same duty to protect your information.
- Our role is not to be judgmental, but to provide assistance. Our counselors have expertise in helping those with financial problems, but cannot provide you with legal advice as they are not lawyers.

Budget, Credit and Housing Counseling

Our budget, credit and housing counseling helps consumers understand their current financial situation, evaluate options, establish priorities and set a clear course of action to meet their goals. By using any of these services, you:

- Authorize CCCS, its employees and agents, to analyze your financial situation, discuss factors that may be the cause of your problems, explore your options for developing a reasonable plan for dealing with them and provide a confidential written assessment outlining a suggested action plan.
- Agree that any decision to follow or implement a counselor's recommendations will be yours.
- Understand that you are not required to use a DMP in order to receive services.
- Understand that this counseling will be provided at no charge to you.

Bankruptcy Counseling

If you are considering bankruptcy, you are required by law to receive counseling before you may file a petition with the court. To assist you, we will:

- Perform an analysis of your financial situation and discuss the factors that may be the cause of your problems.
- Explore with you the options for addressing your situation. We will explain alternatives other than bankruptcy that may resolve your situation. However, our counseling is not intended to take the place of a consultation with an attorney to explore your legal rights and options.
- Provide you, at the conclusion of your counseling session, a pre-bankruptcy counseling certificate that you will need should you decide to file for bankruptcy. The counseling and the corresponding Certificate of Credit Counseling are valid for up to 180 days from the date the counseling occurred.
- Not disclose or provide any information about your counseling session to a credit reporting agency.
- Charge you a fee of \$50 to cover our costs. In limited circumstances, you may be eligible to have this fee waived.

Debt Management Plan (DMP)

One option for consumers struggling with debt is a DMP. In the event that CCCS recommends a DMP and that you choose to enroll in a DMP, you:

- Authorize CCCS to act on your behalf in order to assist you in repaying your unsecured debt.
- Understand, that in certain circumstances, a DMP may have a negative effect on your credit report.
- Understand that as a nonprofit organization, CCCS receives funding from creditors who participate in DMPs. These contributions are usually calculated as a percentage of payments clients make through a DMP; however, your accounts will always be credited with one hundred percent (100%) of the amount you pay creditors through a DMP, and CCCS will work with all of your creditors regardless of whether they contribute to CCCS.
- May be required to pay a monthly fee, and/or charged a file set-up fee, based upon your state of residence.
- Understand that all deposits sent to CCCS for distribution to your creditors will be deposited in a federally-insured bank account, and this account may or may not be an interest-bearing account. CCCS will be entitled to retain any such interest.
- Agree to continue reviewing your creditor statements and CCCS statements while enrolled in your DMP and to notify CCCS of any errors within 60 days.
- Understand that you have the right to schedule an appointment in one of CCCS' branch offices to review records the agency maintains on your DMP account.

Client

Date

Client

Date