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ORDINANCE NO. 2024-01
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY ORDINANCE
AUTHORIZING AND DIRECTING THE MAYOR AND PRESIDENT OF COUNCIL
TO ENTER INTO A DELINQUENT DEBT COLLECTION AGREEMENT
WITH THE OHIO ATTORNEY GENERAL FOR THE COLLECTION OF UNPAID
AND DELINQUENT RECEIVABLE DEBTS OWED TO THE VILLAGE**

WHEREAS, the Ohio Attorney General has a program to assist municipalities pursuant to Ohio Revised Code 131.02 with collection of delinquent debt owed to a political subdivision; and

WHEREAS, Mayfield Village wishes to enter into a Delinquent Debt Collection Agreement with the Ohio Attorney General's Office for such services and believes that it will be in the best interest of the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Mayor and President of Council are hereby authorized and directed to enter into a Delinquent Debt Collection Agreement with the Ohio Attorney General in a form substantially similar to that attached hereto and incorporated herein as Exhibit "A".

SECTION 2. A certified copy of this Ordinance shall be provided to the Ohio Attorney General's Office.

SECTION 3. Council finds and determines that all formal actions of this Council relating to the adoption of this Ordinance have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety, and welfare of the residents of Mayfield Village, Ohio, for the reason that it is necessary to engage in the timely collection of outstanding debts owed to the Village immediately and forthwith. It shall, therefore, take effect immediately upon

the passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.



STEPHEN SCHUTT, Council President

First Reading: January 22, 2024

Second Reading: February 19, 2024

Third Reading: March 18, 2024

PASSED: March 18, 2024



BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:



DIANE A. CALTA,
Director of Law

ATTEST: 
MARY E. BETSA, MMC,
Clerk of Council



**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND**

I. PARTIES

1.1. THIS DELINQUENT DEBT COLLECTION AGREEMENT (this “Agreement”) is between the Ohio Attorney General (hereinafter “Attorney General”) and (Political Subdivision”), collectively referenced herein as the “Parties.”

II. PURPOSE

2.1. The Political Subdivision has requested that the Attorney General undertake, and the Attorney General agrees to undertake, the collection of delinquent debt owed to the Political Subdivision, pursuant to Ohio Revised Code (“O.R.C.”) § 131.02. This Agreement sets forth the rights, duties and obligations of the Parties and the amounts to be charged, collected and allocated between the Political Subdivision and Attorney General. This Agreement will become effective in ten business days once fully executed (“Effective Date”).

III. CERTIFICATION OF DEBT

3.1. The Parties agree that this Agreement shall apply to amounts owed to Political Subdivision that meet the criteria specified on the attached Exhibit “A” (hereinafter the “Debt”). The Parties may, from time to time, change the categories of debt to be certified to the Attorney General by amending Exhibit “A” pursuant to the discretion of the Section Chief of the Collections Enforcement Section of the Attorney General and of the Political Subdivision. Such changes to the categories of debt identified on Exhibit “A” shall not be construed as an amendment or termination of this Agreement.

3.2. Political Subdivision hereby warrants that all Debts certified to the Attorney General for collection pursuant to this Agreement are or will be legally due and owing to Political Subdivision at the time of certification.

3.3. Political Subdivision hereby warrants that it has complied or will comply with all conditions precedent to the legality of certifying the Debt for collection prior to certifying the Debt to Attorney General pursuant to this Agreement.

3.4. Political Subdivision hereby warrants that it has obtained the approval of any person or entity whose approval is required as a condition to entering into this Agreement. True and correct copies of any such approvals shall be attached hereto as Exhibit "B."

3.5. Political Subdivision shall identify and itemize the amounts owed in any bills or mailings issued to the debtors prior to certifying the Debt pursuant to this Agreement. Such itemization shall separately identify penalties, fees, costs and interest, if any, added to the principal balance of the amounts owed. For all Debt certified under this Agreement, Political Subdivision shall maintain account records documenting the principal balance of the amounts owed, as well as any penalties, fees, costs and interest, from the date such debt becomes due and owing to Political Subdivision until the debt is paid in full, resolved or written off as specified herein.

3.5.1 In regards to income tax Debt, Political Subdivision hereby warrants that procedures outlined in R.C. 718.18 were complied with, and that notice to such income tax debtors was provided by certified mail. Within this notice, there must be an indication that this debt will be referred for collection by federal and state tax refund offset.

3.6. Political Subdivision shall make all account records related to the Debt fully available to specified Attorney General personnel in order for the Attorney General to actively identify and pursue collection activities. Political Subdivision shall retain account records related to the Debt so long as the Debt remains outstanding, or until the Debt is resolved or written off as specified herein.

3.7. Political Subdivision agrees and shall forward all payments received on certified Debt to the Attorney General. In the event that Political Subdivision accepts a debtor's payment on Debt certified to the Attorney General, Political Subdivision agrees to promptly notify the Attorney General of the details of the payment, including date, amount, remitter, check or instrument number and forward the payment to the Attorney General.

3.8. In the event that any debtor owing Debt certified to the Attorney General files bankruptcy or other insolvency proceeding, Political Subdivision shall immediately notify the Attorney General of such filing. The Attorney General may cease all collection efforts with regard to such Debt. Political Subdivision remains exclusively and solely responsible for protecting its interest in bankruptcy & other insolvency proceedings. Upon notice that Debt certified to the Attorney General is subject to bankruptcy or other insolvency proceeding, the Attorney General may close the affected accounts and such accounts shall no longer be considered to be certified to the Attorney General. Other insolvency proceeding may include but is not limited to receivership or foreclosure.

IV. ALLOCATION OF FEES AND COLLECTION COSTS

4.1 The client may choose for each account certified to the Attorney General to bear interest (hereinafter "AGI") at the annual rate established by the Tax Commissioner under O.R.C. § 5703.47. Upon recovery AGI is paid to Political Subdivision, not to Attorney General. AGI may be waived, either by Political Subdivision or the Attorney General. Political Subdivision also has discretion to request that AGI not be assessed as an additional obligation of debtors. If this request is indicated, the cost of AGI will not be added to the Debt. The AGI is in place of any separate accruing interest of the Political Subdivision on the Debt once certified to the Attorney General.

4.2 Pursuant to O.R.C. § 131.02, the Attorney General is authorized to deduct the

Attorney General's collection cost from all amounts collected, calculated upon all certified amounts recovered, plus interest and fees accruing from the date of certification to Attorney General. Attorney General collection costs may be waived, either by the Attorney General or jointly by the Political Subdivision and the Attorney General. The Parties agree that the Attorney General will pass all Attorney General collection costs on to the debtor as an additional obligation of debtor. The Attorney General collection cost is 10% pursuant to O.R.C. § 109.08.

4.3 The Attorney General may also hire third party vendors to collect claims for Political Subdivision and to pay such third party vendors for their services ("TPV Fees") from funds collected by them. The Attorney General will assign debt to TPVs in accordance with an established assignment strategy. TPV fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all TPV Fees on to debtors as an additional obligation of the debtors.

4.4 The Attorney General may appoint special counsel to collect claims for Political Subdivision and to pay such special counsel for their services ("Special Counsel Fees") from funds collected by them. The Attorney General will assign Debt to Special Counsel in accordance with an established assignment strategy. Special Counsel Fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all Special Counsel Fees on to debtors as an additional obligation of the debtors.

4.5 Political Subdivision may execute a different Service Level Agreement for each category of debt certified pursuant to this Agreement, and each Service Level Agreement shall be attached as additional pages of Exhibit "C."

4.6 Political Subdivision may change or terminate the Service Level Agreement(s) attached hereto as Exhibit "C" upon appropriate written notice as specified therein, and any change or termination of the Service Level Agreement(s) shall not be construed as an amendment or termination of this Agreement.

V. DISBURSEMENT PROCESS/PAYMENT OF COLLECTION COSTS

5.1 On a weekly basis the Attorney General shall disburse to the Political Subdivision the full amounts collected on the Debt minus any applicable collection costs or fees as outlined herein. The Political Subdivision and Attorney General shall have the authority to settle or compromise any account in the Debt which is agreed upon by the Political Subdivision and Attorney General as payment in full based on the best interests of the Parties. At the time of the Attorney General's disbursement to the Political Subdivision, the Political Subdivision will receive the amount collected minus the Attorney General's collection costs and any applicable TPV Fees or Special Counsel Fees pursuant to this Agreement.

5.2 The Parties agree that court cases and judgment liens shall not be dismissed or deemed satisfied without the Political Subdivision's consent that all the fees have been paid by the debtor liable for costs under the court case and/or judgment lien.

5.3 Disbursements to the Political Subdivision of amounts due hereunder may be made via state check or by Automated Clearing House ("ACH") deposit, at the Attorney General's discretion. Political Subdivision acknowledges that the Attorney General prefers to remit all payments by ACH deposit, and Political Subdivision agrees to execute an ACH payment authorization in accordance with the form attached hereto as Exhibit "D" within thirty (30) days after the Effective Date of this Agreement.

VI. CERTIFICATION AND CANCELLATION OF DEBT

6.1 Political Subdivision will certify only Debt to the Attorney General which is past due and final, in accordance with O.R.C. § 131.02(A). O.R.C. § 131.02 provides that the Attorney General and Political Subdivision may determine an appropriate time beyond the regular 45-day requirement to certify delinquent debt. Such exceptions may be made as the Attorney General and the Political Subdivision mutually agree are appropriate.

6.2 The Parties acknowledge and agree that O.R.C. §131.02 empowers the Attorney General to, with the consent of the chief officer of an entity reporting a debt, cancel the debt or cause the same to be canceled. O.R.C. § 131.02(F)(2) provides a general statute of limitations of forty (40) years from the date of certification to collect claims. O.R.C. § 131.02(F)(1) allows the Attorney General to cancel uncollectible claims earlier, with the approval of the Political Subdivision. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision. If no preference is indicated, the write off period will be ten (10) years after the date of certification. Exceptions revising the write off period for specified claims or categories of debt may be agreed to by the Attorney General and the Political Subdivision as amendments to the Service Level Agreement, and such amendments shall not be construed as an amendment or termination of this Agreement.

VII. CONFIDENTIALITY

7.1 Any confidential debtor information made available to Attorney General in the course of performance of this Agreement shall be used only for the purpose of carrying out the provisions of this Agreement pursuant to the Attorney General's statutory obligations. Additionally, the Attorney General shall not sell any debtor information to any third parties.

VIII. LIABILITY

8.1 Each Party shall be responsible for its own acts and omissions and those of its officers, employees and agents.

IX. CHOICE OF LAW

9.1. This Agreement is made and entered into in the State of Ohio and shall be governed and construed in accordance with the laws of Ohio. Any legal action or proceeding related to this Agreement shall be brought in Franklin County, Ohio, and the Parties irrevocably consent to jurisdiction and venue in Franklin County, Ohio.

X. COMPLIANCE WITH LAW

10.1. The Parties, in the execution of their respective duties and obligations under this Agreement, agree to comply with all applicable federal, Ohio and local laws, rules, regulations and ordinances.

XI. RELATIONSHIP OF THE PARTIES

11.1. It is fully understood and agreed that a Party's personnel shall not at any time, or for any purpose, be considered as agents, servants, or employees of the other Party.

11.2. Except as expressly provided herein, neither Party shall have the right to bind or obligate the other Party in any manner without the other Party's prior written consent.

XII. MODIFICATION

12.1. This Agreement constitutes the entire agreement between the Parties, and any changes or modifications to this Agreement shall be made and agreed to by the Parties in writing.

XIII. TERMINATION/EXPIRATION

13.1. Either party may terminate this Agreement for any reason by giving written notice, at least forty-five (45) days in advance of the date of termination, to the other Party via e-mail, facsimile transmission, mail, certified mail or personal delivery to the other Party's signatory to this Agreement.

13.2. If there is pending litigation in connection with any Debt, termination shall not be effective until the Attorney General terminates the legal representation in the litigation matter. The Attorney General shall be compensated for Debt collected and received prior to termination. The Parties agree to cooperate so as to effectuate a speedy and efficient transfer of the work to Political Subdivision.

XIV. SIGNATURES

14.1. The Parties may submit their signatures to the Agreement in counterparts, which taken together will constitute a valid enforceable Agreement. Facsimile or copied signatures shall be considered valid and enforceable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, as of the day and year last written below.

ACCEPTED AND APPROVED:

_____ Date _____

OHIO ATTORNEY GENERAL
DAVE YOST

By: _____ Date _____
Lucas Ward
Section Chief

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND**

EXHIBIT "A"

The Parties agree that the following categories of debt may be certified to the Attorney General. All debt must be final.

Examples of Categories of Debt to be certified:

- (a) Statutory fees as assessed by a Political Subdivision;
- (b) Civil court costs; and
- (c) Criminal court costs so long as the defendant is not incarcerated on the date the debt is certified.
- (d) Debt must be declared final with no chance of appeal or no future changes to the amount of the debt sent to the Attorney General for collection purposes.
- (e) Debt from a school system must be as a result of a contractual agreement.
- (f) Debt must be less than 10 years old.
- (g) Debt must be over \$100 per debtor.

Examples of Categories of Debt NOT to be certified:

- (a) Debt that has a small balance.
- (b) Debt that is against a juvenile.
- (c) Debt against a presently incarcerated individual.
- (d) Debt that is involved in a bankruptcy, rental or foreclosure action.
- (e) Debt from any type of utility.
- (f) Debt resulting from code enforcement violations.
- (g) Debt that results from a red light camera violation/citation.

PLEASE NOTE: THE ATTORNEY GENERAL'S OFFICE RESERVES THE RIGHT TO DECLINE ACCEPTANCE OF ACCOUNTS BASED ON QUANTITY, VALUE, OR DEBT TYPE. ADDITIONALLY, THE AGO RESERVES THE RIGHT TO CHANGE WHAT DEBTS MAY BE ACCEPTED AT ANY TIME.

**PLEASE LIST THE TYPE OF DEBTS YOU WILL BE CERTIFYING TO THE
ATTORNEY GENERAL'S OFFICE:**

A large, empty rectangular box with a thin black border, intended for the user to list the types of debts they will be certifying to the Attorney General's Office.

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND**

EXHIBIT "B"

The Delinquent Debt Collection Agreement Between the Ohio Attorney General and

, executed by _____,

, on _____, is hereby ratified and approved.

POLITICAL SUBDIVISION AUTHORITY (I.E. COUNTY COMMISSIONERS, COUNCIL)

Date

Date

Date

POLITICAL SUBDIVISION LEGAL AUTHORITY (I.E. PROSECUTOR, LAW DIRECTOR)

Date

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND**

**EXHIBIT "C"
SERVICE LEVEL AGREEMENT**

The following Service Level Agreement is made between the Attorney General of Ohio, Collections Enforcement Section (“AGO”) and (“CLIENT”), collectively referenced herein as the “Parties”. CLIENT authorizes and the Parties to this Service Level Agreement agree to the following **(if no line is checked, the Parties’ agreement is indicated by asterisk, which is the default agreement):**

- | | | |
|----------------------------------|-------|--|
| Attorney General Interest | _____ | AGO is granted the authority to add AGI to the |
| (AGI) | | amount owed by the debtor to be paid to the client (see section IV (4.1) of the Debt Collection Agreement. |
| AGI | _____ | AGO is NOT granted the authority to add AGI to the amount owed by the debtor to be paid to the client. |
| Write Off Period: | _____ | 10 years* |
| | _____ | Years (insert number of years less than 10) |

Either Party may terminate this Service Level Agreement for any reason by giving written notice, at least forty-five (45) days in advance of the date of termination to the other Party, via e-mail, facsimile transmission, regular U.S. mail, certified mail or personal delivery to the other Party’s signatory to this Agreement. Regardless of the termination of this agreement, CLIENT is still legally obligated to certify its outstanding Debt pursuant to the Delinquent Debt Collection Agreement between the Parties, until that Agreement is separately terminated. This Service Level Agreement shall remain and continue in full force and effect unless modified or terminated in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Service Level Agreement to be executed, as of the day and year last written below.

ACCEPTED AND APPROVED:

Date

OHIO ATTORNEY GENERAL
DAVE YOST

By: _____
Lucas Ward
Section Chief

Date



DAVE YOST

OHIO ATTORNEY GENERAL

Collections Enforcement
150 East Gay St., 21st fl.
Columbus, Ohio 43215
Email: LGC@OhioAttorneyGeneral.gov
614 466-4510

Client Information Questionnaire

Welcome to The Ohio Attorney General's Office, Collections Enforcement Section.

We are very excited about the opportunity to serve your collection needs. Please assist us by completing and returning this form, so we can better understand your collection needs and expectations. Thanks for considering the Ohio Attorney General's Office as a business partner.

1. What type of debt would you like us to collect for you? Please list and describe.
2. Would you like our office to charge interest (Attorney General Interest or "AGI") on your accounts? The AGI would begin accruing upon certification of the debt to our office and would replace any interest that would otherwise accrue on the account. The interest would be paid to you when the balance is paid in full by the debtor.
3. Do you currently use a third party collection vendor? What collection efforts have been made on your accounts before they will be referred to the Attorney General's Office for collection?
4. Do you have the ability to transfer data via FTP (File Transfer Protocol)?
5. Do you have IT personnel to assist with the certification process or do you contract with an IT vendor? Please provide the name; email address and phone number of your internal IT contact personnel or external IT vendor.
6. After the Attorney General's internal collection efforts have been exhausted, do you want our office to send your accounts out to outside collection vendor that the Attorney General's office contracts with for additional collections?
7. After the Attorney General's internal collection efforts have been exhausted, do you want our office to send your accounts to a private attorney ("special counsel") that the Attorney General's office contracts with for additional collections?
8. Will the accounts you will be certifying to us have liens or judgments on them?
9. Will any of the accounts you will be sending the Attorney General's Office for collection purposes involve restitution?

10. Will the court have held drivers licenses or have active warrants on any of the accounts you will be sending to the AGO for collection?
11. Are you interested in the Attorney General's collection section using the Department of Taxation's state tax refund offset program to capture additional payment for your debt?
12. Are you interested in the Attorney General's collection section using the Ohio Lottery offset program to capture payment of your debt?
13. If so, both offset programs require that you provide us with social security numbers for your debtors. Can you provide social security numbers on your debt to be certified?
14. Are you interested in ONLY using our office to capture state tax refunds and lottery offsets to collect your debt with no other active collections on your accounts?
15. Do you have the ability to accept payments from the Attorney General's office electronically (i.e. ACH)?
16. What is your anticipated timeline for turning your debt portfolio over to us for collections?
17. Are there any special concerns or issues with respect to the debt portfolio you would ask us to collect?
18. Finally, please provide your name, e-mail address and telephone number so we may contact you for further discussion.

Please return this form to Jennifer Zap at: Jennifer.Zap@ohioattorneygeneral.gov, or for questions call 330-884-7519.

**Ohio Attorney General
Collections Enforcement Section**

I (we) hereby authorize the Ohio Attorney General's Office to initiate entries to my (our) checking/savings accounts at the financial institution listed below, and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until Ohio Attorney General's Office is notified by me (us) in writing to cancel it in such time as to afford the Ohio Attorney General's Office and the Treasurer of State of Ohio a reasonable opportunity to act on it.

Client Information

| | | | |
|----------------|----------------------|----------|----------------------|
| Client Name | <input type="text"/> | | |
| Client Address | <input type="text"/> | | |
| City | <input type="text"/> | State | <input type="text"/> |
| | | Zip Code | <input type="text"/> |

Accounting Contact Information

| | | | |
|--------------|----------------------|--------------|----------------------|
| Name | <input type="text"/> | Name | <input type="text"/> |
| email | <input type="text"/> | email | <input type="text"/> |
| Phone Number | <input type="text"/> | Phone Number | <input type="text"/> |

Financial Institution Information

| | | | |
|-------------------------------|----------------------|----------|----------------------|
| Financial Institution Name | <input type="text"/> | | |
| Financial Institution Address | <input type="text"/> | | |
| City | <input type="text"/> | State | <input type="text"/> |
| | | Zip Code | <input type="text"/> |

| | |
|--------------------------------------|----------------------|
| Financial Institution Account Type | <input type="text"/> |
| Financial Institution Routing Number | <input type="text"/> |
| Financial Institution Account Number | <input type="text"/> |

These numbers are located on the bottom of your check as follows:

| | |
|-----------------------|-----------------------|
| 1234456789 | 123456789101112 |
| <i>Routing Number</i> | <i>Account Number</i> |

| | | | |
|--------------------------------|----------------------|------|----------------------|
| Signature of Authorized Signer | <input type="text"/> | Date | <input type="text"/> |
|--------------------------------|----------------------|------|----------------------|



Local Government Debt Collections Business Rules

- **Account Certifications**
 - Certification files are completed by the client using the Local Government Collections (LGC) Template – MS Excel format.
 - Certification files are to be submitted to the Attorney General’s Office (AGO) securely using FTPS (Secure File Transfer Protocol).
 - The client will need to have internet access to certify accounts to the AGO and to access the ClientView and Compass software to monitor their payments and accounts.
 - All debt must be final with a minimum principal amount of \$100.00
 - The AGO reserves the right to decline accounts based on volume, monetary amount or debt type.

- **Examples of Categories of Debt to be certified:**
 - Statutory fees as assessed by a Political Subdivision;
 - Civil court costs; and
 - Criminal court costs so long as the defendant is not incarcerated on the date the debt is certified.
 - Debt must be declared final with no chance of appeal or no future changes to the amount of the debt sent to the Attorney General for collection purposes.
 - Debt from a school system must be as a result of a contractual agreement.

- **Examples of Categories of Debt NOT to be certified:**
 - Debt that is against a juvenile.
 - Debt against a presently incarcerated individual.
 - Debt that is involved in a bankruptcy, rental or foreclosure action.
 - Debt from any type of utility.
 - Debt resulting from code enforcement violations.

- **Life of a Debt**

- Debt will be worked by the AGO in-house local debt collectors up to 150 days or longer if a payment plan has been setup with the debtor and debtor remains in compliance. The AGO will confirm debtor contact information, send out a series of automated collection letters and make a series of collection calls to the debtor. Pursuant to O.R.C. §131.02, the AGO will assess a 10% fee to each account (AG collection fee) and the cost will be passed to the debtor. The 10% AGO fee will be taken from each payment made on an account.
- Upon mutual agreement, accounts can be assigned to an external vendor (Third Party Vendor) for additional collection efforts lasting up to 180 days subsequent to the AGO collection efforts. The 180 days may be extended if debtor is on a payment plan and in compliance. In addition to the AGO collection fee, an additional fee would be added to the account for this service and the cost will be passed to the debtor.
- Upon mutual agreement, external private attorneys (Special Counsel) can be assigned the debt for up to two years. In addition to the AGO collection fee, an additional fee would be added to the account for this service and the cost passed to the debtor.
- On any accounts where the debtor's driver's license is being held by a court or there is an active warrant, the AGO will only accept sure funds (money order, certified check etc.) for payment of the debt. The AGO will then notify the client of the payment in full by the debtor.
- If social security numbers of the debtor are provided, the debt may also be subject to a possible state income tax refund capture and/or lottery offset for up to the full amount owed, including interest, subject to O.R.C. §§ 5747.12 and 3770.073. If the debtor owes money to the Ohio Department of Taxation or any state entity, any Ohio tax refund capture or Ohio lottery capture will be paid to those debts first.
- The client may choose on their Memorandum of Understanding to only use the AGO to attempt to intercept their debtors' state income tax refund but not engage in active collection of their accounts. In this case, it will be necessary for the AGO to send out one letter to the debtor upon the certification of the account explaining that we are attempting to take any state income tax refund due them. If the debtor contacts the AGO to make payment in full, the AGO will take the payment and notify the client.
- Local debt will not be combined with any state debt owed for collection purposes.

- The AGO collection process is driven by the AGO account number assigned to that debt. AGO collection letters and collection phone calls are made relative to that specific account number. If a debtor owes debt to multiple local jurisdictions, payment will be accepted according to the account number he/she is responding to as the result an AGO letter or an AGO phone call.
 - Clients may request, and the Attorney General may consider, on a case by case basis, alternative collection strategies (i.e. timeframes) on how the client's debt portfolio is collected.
 - The AGO will not file liens or judgments or release any previously filed liens or judgments on any debt certified for collections.
- **Archive or Write off of Debts**
 - Client may choose to write off debt by their indication on their Service Level Agreement.
 - Accounts can also be closed and returned to client upon request.
- **Payment Processing and Accounting Issues:**
 - Collections payments to the client will be remitted weekly, via ACH.
 - Clients can view the payment reports that correlate with their weekly ACH payment on the AGO's Compass website.
 - Collections paid with certified funds (i.e. cashier's check, money order) will be paid to the client the following week. Collections paid with a personal check are held eight business days and paid the week following the release of the eight day hold.
- **Direct Payments:**
 - Please make sure that you are referring any debtor wanting to make a payment on an account for which we are collecting to us. The debtors can be instructed to call us at 888-871-8838 or pay by internet at www.OhioAttorneyGeneral.gov/business/pay. Their payment can also be mailed to: Ohio Attorney General P.O. Box 89471, Cleveland, Ohio 44101-6471. They will need to include their Attorney General Account number to ensure that the payment is being posted to their account.

- If on the rare occasion you inadvertently accept a payment on an account we are collecting on, please send the payment the check or money order received from the debtor directly to our accounting section with the account number on it to:

**Ohio Attorney General Collections Enforcement
Accounting Section
150 East Gay St., 20th Floor
Columbus, Ohio 43215**

- Referring any debtor to us to make a payment helps us keep our records clean and easy to audit. It will also prevent us from intercepting someone's state income tax refund erroneously, such as when a payment taken by your office has not been noted on our system. If your staff does take a payment from a debtor, kindly let us know immediately and forward the payment to us for processing. If we intercept their state tax refund and issue payment to you causing an overpayment on the account, we will contact you and request that you refund the amount back to the debtor.

- **Reversals**

- Occasionally, there may be payments made to you by our office that need to be reversed. This happens because, after the payment was issued to you, it came to our attention that the debtor's check had non-sufficient funds, there was a posting error or an alleged fraudulent payment. We do hold personal checks for eight days before posting them to an account to allow for this but, occasionally, we are not informed by the bank until after the eight days have passed and you have been sent the payment.
- When a payment made to you needs to be reversed, our system subtracts the amount of the payment to be reversed from the next payment to be made to you. Because our system is automated there is no way to let you know that one of the payments made to you needs to be reversed.
- However, you are able to identify accounts that have a reversal by viewing your ClientView payment report.

Note:

1. A payment for an internet personal check will be indicated with the code of IPC.
2. A payment for an internet personal check that was reversed will be indicated with the code EIPC (See Reports Section below).

- **Reports**

- Compass software provides access to electronic reports, documents and scanned images relative to your accounts both in PDF or TXT format.
- Full debt inventory is available at the request of a unit supervisor or manager.
- Monthly archive reports and bi-annual write-off reports are provided upon request.
- All clients will have access to ClientView software to view their account data and notes placed by the collectors.

**Please contact Jennifer Zap at Jennifer.Zap@ohioattorneygeneral.gov.
Direct: 330-884-7519**