

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 098

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE OHIO ATTORNEY GENERAL FOR CERTAIN DELINQUENT DEBT COLLECTION AND TO DELEGATE DISCRETION, IN CONNECTION WITH COLLECTIONS OF EMS BILLINGS, AND DECLARING AN EMERGENCY.**

WHEREAS, from time to time the City, through its billing agent, experiences delinquencies in recovery on its billings for Emergency Medical Services (EMS) billed pursuant to Strongsville Codified Ordinances (SCO) Chapter 254, and mostly in connection with non-residents of the City; and

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

WHEREAS, for these reasons, it would be in the best interest of the City to contract with the Ohio Attorney General for such purpose.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

**Section 1.** That the Mayor be and is hereby authorized and directed to enter into a Delinquent Debt Collection Agreement with the Ohio Attorney General for collection of delinquent EMS billings, substantially in the form attached as Exhibit 1, incorporated herein; and that the Mayor, Fire Chief and Director of Finance shall do and undertake whatever is reasonably necessary to implement same.

**Section 2.** That any funds resulting from the foregoing Agreement shall be paid into the City's Emergency Vehicle Fund.

**Section 3.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety

CITY OF STRONGSVILLE, OHIO  
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and welfare of the City, and for the further reason that the aforesaid Agreement is necessary in order to provide for the continuity of operations of the Emergency Medical Services provided by the City's Fire Department, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

Michael Daymut  
 President of Council

Approved: Thomas Bauer  
 Mayor

Date Passed: May 4, 2015

Date Approved: May 5, 2015

|            | <u>Yea</u>                          | <u>Nay</u>               |
|------------|-------------------------------------|--------------------------|
| Carbone    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Daymut     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| DeMio      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Dooner     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Maloney    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Schonhut   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Southworth | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Attest: Linn Pientka  
 Clerk of Council

ORD. No. 2015-098 Amended: \_\_\_\_\_  
 1st Rdg. 05-04-15 Ref: \_\_\_\_\_  
 2nd Rdg. Suspended Ref: \_\_\_\_\_  
 3rd Rdg. Suspended Ref: \_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: 05-04-15 Defeated: \_\_\_\_\_



**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  
  
CITY OF STRONGSVILLE ("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.

3.6. 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 shall 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 shall 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. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision as to AGI. If no preference is indicated, Attorney General may waive AGI at its discretion, and the addition of AGI to the Debt will increase the debtors' obligation. 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 Upon agreement, 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. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision with respect to the assignment of Debt to TPVs. If no preference is indicated 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 Upon agreement 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. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision with respect to the assignment of Debt to Special Counsel. If no preference is indicated 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 fifteen (15) 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.

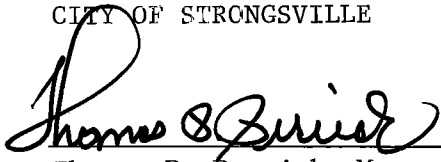
**XIV. SIGNATURES**

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:

CITY OF STRONGSVILLE



Thomas P. Perciak, Mayor

\_\_\_\_\_

Date

OHIO ATTORNEY GENERAL  
MICHAEL DEWINE

By: \_\_\_\_\_

Lisa J. Iannotta  
Section Chief

\_\_\_\_\_

Date



**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 with a minimum principal amount of \$100.00.

**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.

**Examples of Categories of Debt NOT to be certified:**

- (a) Debt that is against a juvenile.
- (b) Debt against a presently incarcerated individual.
- (c) Debt that is involved in a bankruptcy, rental or foreclosure action.
- (d) Debt from any type of utility.
- (e) Debt resulting from code enforcement violations.

**PLEASE NOTE: THE ATTORNEY GENERAL'S OFFICE RESERVES THE RIGHT TO DECLINE ACCEPTANCE OF ACCOUNTS BASED ON QUANTITY, VALUE, OR DEBT TYPE**

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

EMS Delinquent Debt

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

**EXHIBIT "B"**

The Delinquent Debt Collection Agreement Between the Ohio Attorney General and

CITY OF STRONGSVILLE, 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)

*Kenneth A. Kraus*      5/5/15  
Kenneth A. Kraus, 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 (AGI)**  AGO is granted the authority to add AGI to the 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.
- If AGI is to be added**  AGO is granted the authority to waive AGI\*  
 CLIENT and AGO jointly waive AG Interest
- Write Off Period:**  15 years\*  
 \_\_\_\_\_ Years (insert number of years)
- Third Party Vendor:**  AGO will forward uncollected Debt.\*  
 AGO will not forward uncollected Debt.
- Special Counsel:**  AGO will forward uncollected Debt.\*  
 AGO will not forward uncollected Debt.

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:

CITY OF STRONGSVILLE

  
\_\_\_\_\_  
Thomas P. Perciak, Mayor

\_\_\_\_\_ Date

OHIO ATTORNEY GENERAL  
MICHAEL DEWINE

By: \_\_\_\_\_  
Lisa J. Iannotta  
Section Chief

\_\_\_\_\_ Date



**MIKE DEWINE**

★ OHIO ATTORNEY GENERAL ★

Collections Enforcement  
150 East Gay St., 21<sup>st</sup> fl.  
Columbus, Ohio 43215  
Email: [LGC@OhioAttorneyGeneral.gov](mailto: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.

EMS Delinquent Debt

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.

No

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?

No

4. Do you have the ability to transfer data via FTP (File Transfer Protocol)?

Yes

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.

Jake Vizner; [jake.vizner@emsbilling.com](mailto:jake.vizner@emsbilling.com); direct office 336-714-9080

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?

No

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?

No

8. Will the accounts you will be certifying to us have liens or judgments on them?

No

9. Will any of the accounts you will be sending the Attorney General's Office for collection purposes involve restitution?

No

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?

No

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?

Yes

12. Are you interested in the Attorney General's collection section using the Ohio Lottery offset program to capture payment of your debt?

Yes

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?

Yes

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?

Yes

15. Do you have the ability to accept payments from the Attorney General's office electronically (i.e. ACH)?

Yes

16. What is your anticipated timeline for turning your debt portfolio over to us for collections?

September

17. Are there any special concerns or issues with respect to the debt portfolio you would ask us to collect?

No

18. Finally, please provide your name, e-mail address and telephone number so we may contact you for further discussion.

Amanda Richey; amanda.richey@emsbilling.com; direct office 336-714-9097

Please return this form to Jill Reardon at [LGC@OhioAttorneyGeneral.gov](mailto:LGC@OhioAttorneyGeneral.gov), or for questions call 614 466-4510.

**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 Client Address City State Zip Code 

**Accounting Contact Information**

Name Name email email Phone Number Phone Number 

**Financial Institution Information**

Financial Institution Name Financial Institution Address City State Zip Code Financial Institution Account Type Financial Institution Routing Number Financial Institution Account Number 

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

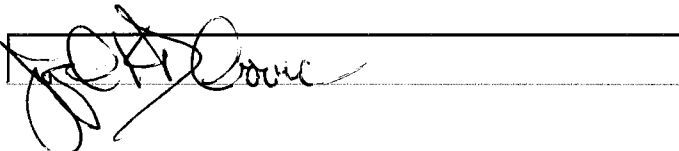
1234456789

Routing Number

12345678910112

Account Number

Signature of Authorized Signer



Date





**Local Government Debt Collection Business Rules**

- **Account Certifications**
  - Made by automated FTP (File Transfer Protocol) or Manual Excel template by the client.
  - The client will need to have internet access to certify accounts to the AGO (Attorney General's Office) 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 to 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 by the debtor.
- 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](http://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 auditable. 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 the accounts that have a reversal by viewing your Client View payment report. For example, a payment for an internet personal check will be indicated with the code IPC. A payment for an internet personal check that was reversed will be indicated with the code EIPC. (See Report Section below)

- **Reporting**

- 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 Jill Reardon at [LGC@OhioAttorneyGeneral.gov](mailto:LGC@OhioAttorneyGeneral.gov).  
Direct: 614 466-4510.**



**Ohio Attorney General Products and Services Standards of Conduct Policy  
User Acknowledgement**

The purpose of this Acknowledgement is to ensure that any individual (the "User") accessing products and services of the Ohio Attorney General ("AGO") (including all AGO network services and data which may include, but is not limited to, FTPS, e-mail, source data, database services, and user account management ("Products and Services")) on AGO electronic networks become familiar with and acknowledge awareness of this Standards of Conduct Policy (the "Policy") when connecting to the AGO network from any host to utilize AGO Products and Services. This Policy is designed to minimize the AGO and the State of Ohio's potential exposure to damages which may result from unauthorized use of AGO Products and Services. Such damages include, but are not limited to, the loss or dissemination of sensitive or confidential data, loss or dissemination of intellectual property, damage to public image, and damage to critical AGO internal systems. Any violation of this Policy may result in immediate termination of User access to any or all AGO Products and Services and notification of the violation to the User's employer signing this Policy in conjunction with the User. **All Users will be held personally responsible and liable, to the fullest extent of the law, for actions in violation of this Policy.**

This Standards of Conduct Policy must be followed at all times. Therefore, all Users shall:

- Utilize AGO's network resources, applications, systems and any information provided therefrom for authorized use only.
- Take reasonable precautions to ensure that the computer used to connect to AGO Products and Services is secure and free of malicious code. Examples of reasonable precautions include, but are not limited to:
  - Endpoint protection (e.g. anti-malware, user controls, etc.),
  - Perimeter protection (e.g. firewall, Host/Network Intrusion Detection System, Host/Network Intrusion Protection System, Demilitarized Zone, Universal Threat Management, etc.),
  - Audit logs,
  - Adequate physical security for data and systems,
  - System monitoring and auditing of the logs,
  - Incident response policy, and
  - Data safeguarding procedures appropriate for the type of data and access.
- Protect against improper access, use, loss alteration or destruction of any AGO data. Examples of this protection include, but are not limited to:
  - Never sharing an account,
  - Reporting if the User has more access than needed,
  - Lock or log out of workstations when not actively using them,
  - Ensure workspaces are set up to prevent passersby from viewing any information,
  - Only using data or access to the data for the express authorized purpose,
  - Preventing the introduction of malicious code,

- Ensuring data is backed up or replicated, and
  - Ensuring data is not copied or does not leave the work environment.
- Promptly notify the AGO if a Security Event has occurred or if suspicion of a Security Event has been identified. A Security Event includes, but is not limited to:
  - Any abnormality in the environment that could lead to a compromise of the system integrity or result in disclosure of data,
  - Hack attempts,
  - Malware,
  - Changes in security infrastructure,
  - System failures,
  - Compromised user accounts, and
  - Lost/stolen laptop or media.
- Promptly notify the AGO of the date of separation if User leaves the employer or if access to AGO networks, applications, systems and/or AGO data is no longer required. Access to AGO Products and Services may be rescinded for failure to provide such notice.
- Create a password in compliance with the AGO password criteria set forth below. The AGO reserves the right to change the password criteria from time to time. Compliance with the AGO password criteria will be enforced via automated password authentication or public/private keys with strong pass-phrases. The AGO password criteria are as follows:
  - Minimum 8 characters,
  - Must include 3 of the 4: a-z, A-Z, 0-9, and special characters,
  - Passwords will require being reset based on level of access at the AGO's discretion,
  - Passwords must be kept securely by the account owner, and never be shared,
  - Passwords must not contain sequences 01, 123, abc, etc.,
  - Passwords must not contain properly spelled dictionary words, and
  - Passwords must not be directly identifiable to the user (e.g. social security number, date of birth, spouse's name, username, etc.).
- Comply with all federal, Ohio and any other applicable law, including, but not limited to: Internal Revenue Service Publication 1075 which is based on United States Code Title 26, Section 6103; Ohio Revised Code Chapter 1347; the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the associated omnibus rule to modify the HIPAA Privacy, Security and Enforcement Rules; and the Health Information Technology for Economic and Clinical Health ("HITECH") Act.
- Comply with all applicable contracts and licenses.

**USER'S UNDERSTANDINGS:**

- User understands that any Users who engage in electronic communications with people or entities in other states or countries, or on other systems or networks, are on notice that they may also be subject to the laws of those other states and countries and the rules and policies of those other systems and networks. Users are responsible for obtaining, understanding, and complying with the laws, rules, policies, contracts, and licenses applicable to their particular uses.

- User understands that the AGO retains the right, and has the capability, among other security measures, to review, audit or monitor the User's directories, files, e-mails (both sent and received), as well as Internet usage to ensure maintenance of system integrity. User also understands that User's access to the Products and Services is subject to termination for breach of this Policy at any point.
- User understands that, among other security measures, the AGO makes backup copies and stores User information. User activities are therefore not private and User content is potentially stored on AGO servers. User also understands that the AGO is subject to public records disclosure and to discovery requests and that User's activities and information may be released pursuant to a public records or discovery request.

**PROHIBITED ACTIVITIES:**

- Users shall not engage in illegal, fraudulent, or malicious conduct on or while accessing any AGO Product or Service.
- Users shall not provide an AGO Product or Service login or password to any person or entity for any reason.
- Not leave a computer unattended that is connected to AGO Products or Services for any period of time unless it is secured in such a way that the computer cannot be accessed by any other individual (e.g. sign-off procedure, password protected screen saver, etc.).
- Users shall not engage in conduct on or while accessing any AGO Product or Service that is beyond the scope of the User's AGO authorized access, including access governed by a Memorandum of Understanding, contract or retention agreement, if applicable, for which AGO access is granted.
- Users shall not monitor or intercept the files or electronic communications of AGO employees or any other third parties.
- Users shall not attempt to test, circumvent, or defeat the security systems of the AGO or any other organization, or access or attempt to access the AGO's or any other organizations' systems without prior authorization from the AGO.
- Users shall not provide anyone access to AGO Products and Services.
- Users shall not provide anyone access to or disseminate any AGO information, regardless of whether or not it is considered confidential or public, and regardless of how the information was obtained.
- Users shall not make paper, electronic, or any other copies of any AGO information, regardless of how the information was obtained, without prior authorization from the AGO.

User Acknowledgement

By signing below, you, as a User, acknowledge that you have read and understood this Policy, and you, the User, agree to comply with the terms of this Policy.

Printed Name of User: John D. Draves Title: Fire Chief

User's Employer: City of Strongsville Contract End Date: until

User's Phone Number: 440-580-3216

Requested Period of Access:  
From: 5-1-2015 To: until

User's Signature: John D. Hayes Date: 5-5-2015  
Account Identity Control Information (1): Agar (mother's maiden name)

The above Account Identity Control Information will be used to identify you in the event that you have lost or do not remember your account ID or password.

Employer Acknowledgement

By signing below, you, as the User's employer, acknowledge that you are a duly authorized representative of the User's employer able to bind the employer to the terms of this Acknowledgement. By signing below, you, as the User's employer, also agree that access by the employer may be rescinded at the discretion of the AGO, with prior notice, if the employer fails to take reasonable precautions, as defined above, to avoid a breach of this Policy and/or to ensure that the employer's Users do not breach this Policy.

Printed Name: Thomas P. Perciak Title: Mayor, City of Strongsville  
Employer's Signature: Thomas P. Perciak Date: May 5, 2015

**Official AGO Use Only:**

AGO ITS Work Order Number: \_\_\_\_\_

AGO Chief Information Officer or Technical Consultant - Security

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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





**Ohio Attorney General Non-Employee Network Access Policy  
Acknowledgement**

This Ohio Attorney General (“AGO”) Non-Employee Network Access Policy Acknowledgement (the “Acknowledgement”) sets forth the policies and procedures for network use by all non-AGO personnel and their employers accessing the AGO’s network (each a “User”). Any violation of this Policy may result in, among other penalties and liabilities, immediate removal of User access to all AGO systems and notification to the User’s employer of the violation. The AGO may temporarily suspend or block a User’s access to an account when it appears reasonably necessary to do so to protect the security of the AGO network or to protect the AGO from liability. **All Users will be held personally responsible and liable, to the fullest extent of the law, for actions in violation of this Policy.**

**I. NETWORK ACCESS POLICY**

In order to comply with Ohio law and to ensure the security and the integrity of the AGO network resources (e.g. routers, switches, servers, workstations, printers, etc.), User shall:

- Acknowledge he/she has been provided with and will comply with the provisions of this Policy;
- Utilize the AGO’s network resources and any information/data provided therefrom for authorized use only;
- Immediately notify the AGO of any proven or suspected unauthorized disclosure or exposure of any AGO data or of information or identity theft;
- Immediately notify the AGO if a Security Event has occurred or if suspicion of a Security Event has been identified. A Security Event includes, but is not limited to:
  - Any abnormality in the environment that could lead to a compromise of the system integrity or result in disclosure of data,
  - Hack attempts,
  - Malware,
  - Changes in security infrastructure,
  - System failures,
  - Compromised user accounts, and
  - Lost/stolen laptop or media.
- Promptly notify the AGO of the date of separation if User leaves the employer or if access to AGO networks, applications, systems and/or AGO data is no longer required. Access to the AGO network may be rescinded for failure to provide such notice;
- Take all reasonable precautions to prevent the dissemination of User’s credentials by any means, including, but not limited to, not sharing the User’s username and password, not writing down the username and password, etc.;
- Create a password in compliance with the AGO password criteria set forth below. The AGO reserves the right to change the password criteria from time to time. Compliance with the AGO password criteria

will be enforced via automated password authentication or public/private keys with strong pass-phrases. The AGO password criteria are as follows:

- Minimum 8 characters,
  - Must include 3 of the 4: a-z, A-Z, 0-9, and special characters,
  - Passwords will require being reset based on level of access at the AGO's discretion,
  - Passwords must be kept securely by the account owner, and never be shared,
  - Passwords must not contain sequences 01, 123, abc, etc.,
  - Passwords must not contain properly spelled dictionary words, and
  - Passwords must not be directly identifiable to the user (e.g. social security number, date of birth, spouse's name, username, etc.).
- Comply with all applicable network or operating system restrictions, whether or not they are built into the operating system or network, and whether or not they can be circumvented by technical means;
  - Comply with all federal, Ohio and any other applicable law, including, but not limited to: Internal Revenue Service Publication 1075 which is based on United States Code Title 26, Section 6103; Ohio Revised Code Chapter 1347; the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the associated omnibus rule to modify the HIPAA Privacy, Security and Enforcement Rules; and the Health information Technology for Economic and Clinical Health ("HITECH") Act; and
  - Comply with all applicable contracts and licenses.

User shall not:

- Move, alter, delete, copy or otherwise change any information/data stored or contained on the AGO network without express, written authorization by the AGO (e.g. a written agreement, scope of work, or approved vendor quotation).
- Leave a computer that is logged into the AGO network unattended for any period of time unless it is secured in such a way that the computer cannot be used by any other individual (e.g. sign-off procedure, password protected screen saver, etc.);
- Make paper, electronic or any other copies or reproductions of any AGO information/data or licensed materials, regardless of how the information/data or materials were obtained, without prior authorization from the AGO;
- Use a username other than the User's own;
- Share any information/data gained through use of AGO networks with anyone outside the AGO without prior authorization from the AGO.

## II. USER'S UNDERSTANDINGS

- User understands that any User who engages in electronic communications with people or entities in other states or countries, or on other systems or networks, are on notice that they may also be subject to the laws of those other states and countries and the rules and policies of those other systems and networks. User is responsible for obtaining, understanding, and complying with the laws, rules, policies, contracts, and licenses applicable to their particular uses.
- User understands that the confidentiality and privileged nature of AGO files and information/data must be respected and protected. User understands that the AGO retains the right, and has the capability,

among other security measures, to review, audit or monitor the User's directories, files, e-mails (both sent and received) to ensure maintenance of information/data integrity. User also understands that the AGO has the right to remove or destroy unauthorized materials found on AGO networks and to terminate User's relationship with the AGO for breach of this Policy.

- User understands that, among other security measures, the AGO makes backup copies and stores User information. User activities are therefore not private and User content is potentially stored on AGO servers. User also understands that the AGO is subject to public records disclosure and to discovery requests and that User's activities and information may be released pursuant to a public records or discovery request.
- User understands that all Users and their employers will be held responsible and liable to the fullest extent of the law for actions while using the AGO's network resources.

User Acknowledgement

By signing below, you, as a User, acknowledge that you have read and understood this Policy, and you, the User, agree to comply with the terms of this Policy.

Printed Name of User: John D. Draves Title: Fire Chief

User's Employer: City of Strongsville Contract End Date: until

User's Phone Number: 440-580-3216

Requested Period of Access:

From: 5-1-2015 To: until

User's Signature: *John D. Draves* Date: 5-5-2015

Account Identity Control Information (1): Agar (mother's maiden name)

Account Identity Control Information (2): Buick Skylark (first car owned)

The above Account Identity Control Information will be used to identify you in the event that you have lost or do not remember your account ID or password.

Employer Acknowledgement

By signing below, you, as the User's employer, acknowledge that you are a duly authorized representative of the User's employer able to bind the employer to the terms of this Acknowledgement. By signing below, you, as the User's employer, also agree that access by the employer may be rescinded at the discretion of the AGO, with prior notice, if the employer fails to take reasonable precautions, as defined above, to avoid a breach of this Policy and/or to ensure that the employer's Users do not breach this Policy.

Printed Name: Thomas P. Perciak Title: Mayor, City of Strongsville

Employer's Signature: *Thomas P. Perciak* Date: May 5, 2015

**Official AGO Use Only:**

**AGO Contract #:** \_\_\_\_\_

**AGO ITS Work Order Number:** \_\_\_\_\_

**AGO Chief Information Officer or Technical Consultant - Security**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

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