

## NOTICE OF RIGHTS AND OBLIGATIONS

**DEBTS OWED THE UNITED STATES GOVERNMENT:** The law requires that the Department of Veteran Affairs (VA) collect debts owed the government. VA is required to offset future payments owed you to apply to this debt. Any current or future VA payments or other payments made under any law administered by VA may be withheld.

**NOTE:** *Whenever this letter states you have a period of time to take some action or to notify us, the period of time begins to run from the date appearing on the front of this letter.*

**RIGHT TO DISPUTE THE EXISTENCE OR AMOUNT OF THE DEBT:** If you tell us in writing within 30 days that you believe that you do not owe this debt or that the amount is incorrect, we will not withhold any current or future payments until we confirm that you do owe this debt and the amount is correct or we determine that the delay required to resolve the dispute will jeopardize our ability to collect the full amount of the debt. You should explain to the extent that you can, why you believe you do not owe the debt or why the amount is incorrect.

**COMPROMISE:** Governed by [31 U.S.C. § 3711](#), a compromise is an offer and acceptance of a partial payment in settlement and full satisfaction of the offeror's indebtedness as it exists at the time the offer is made. It is a final settlement, binding on the parties to the compromise, unless procured by fraud, misrepresentation of a material fact or mutual mistake of fact.

**ADMINISTRATIVE COST OF COLLECTION FEES:** The monthly administrative cost of collection fee will not be added to your debt if, within 30 days, full payment is received or an acceptable repayment plan is worked out. Other costs of collection may also be added to the debt if additional actions become necessary.

**PENALTY CHARGES:** The monthly penalty charge will not be added to your debt if, within 90 days, full payment of the debt is received or an acceptable repayment plan is worked out. If an acceptable repayment plan is agreed upon and you default on that agreement, we will begin assessing a penalty charge 90 days after the default.

# *Notice to Customers Making Payment by Check*

---

## **Implementation of Paper Check Conversion Over-the-Counter (PCC OTC)**

Any checks submitted to the Agent Cashier at VA Financial Service Center in Austin, TX, will be deposited in the Treasury using the PCC OTC system. Checks submitted for payment will be processed as an electronic fund transfer. While most checks will be deposited using PCC OTC, we retain the option of depositing checks in the traditional manner.

When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as early as the same day we receive your payment, and you will not receive your check back from your financial institution.

Privacy Act – A Privacy Act Statement required by 5 U.S.C. § 552a(e)(3) stating our authority for soliciting and collecting the information from your check, and explaining the purposes and routine uses which will be made of your check information, is available from our internet site at: <https://www.pccotc.gov/pccotc/index.htm>, or call toll free at 1-866-945-7920 (local number (Delaware) 302-324-6442, Military DSN 510-428-6824 (option 4, option 5, option 4) )to obtain a copy by mail. Furnishing the check information is voluntary, but a decision not to do so may require you to make payment by some other method.