CITY OF REYNOLDSBURG

FINANCE COMMITTEE - BARTH COTNER
MONDAY MAY 22, 2017

COMMITTEE MEETING: IMMEDIATELY FOLLOWING THE SERVICE COMMITTEE MEETING

PLACE: COUNCIL CHAMBERS
7232 E. MAIN ST, REYNOLDSBURG, OH 43068

President:	DOUG JOSEPH
Ward Members:	Ward I – Stephen M. Cicak Ward II – Brett Luzader Ward III – Marshall Spalding Ward IV - Mel Clemens
At Large Members:	Barth R. Cotner Chris Long Dan Skinner, Esq.

COMMITTEES:

Community Development:	Chmn Skinner, Spalding, Cicak, Clemens
Safety:	Chmn Long, Cicak, Clemens, Spalding
Service:	Chmn Luzader, Clemens, Spalding, Cicak
Finance:	Chmn Cotner, Long, Luzader, Skinner

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Agenda is subject to amendment by Committee/Council at the time of the meeting.

All meetings of the Council shall be held in accordance with the general laws of Ohio pertaining to requirements for open meetings of public bodies.

If you wish to speak before City Council concerning a specific topic on the agenda, or about a specific topic not on the agenda, please complete a “Speaker Form” and give to the Clerk of Council. Forms are located in the wooden box on one of the bench seats in the atrium. Copies of the Rules of Discussion are available next to the wooden box.

April Beggerow
Clerk of Council

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes
    a. Finance Committee – Committee Meeting – May 8, 2017
4. Discussion
    a. ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST. - Parks & Recreation Department.

    b. ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE PARKS & RECREATION DEPARTMENT AND DECLARING AN EMERGENCY.

    c. AN ORDINANCE TO AMEND SECTIONS 190.01, 190.03 AND 190.04 OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO, IN ORDER TO INCREASE THE CITY INCOME TAX BY ONE PERCENT (1.0%) FROM THE CURRENT RATE OF ONE AND ONE-HALF PERCENT (1.5%) TO A RATE OF TWO AND ONE-HALF PERCENT (2.5%), BEGINNING JULY 1, 2017, AND DECLARING AN EMERGENCY.

    d. ORDINANCE TO APPROVE PAYMENT OF SERVICES PERFORMED PRIOR TO THE AUDITOR’S CERTIFICATION OF AVAILABILITY OF FUNDS AND DECLARING AN EMERGENCY.

    e. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH VERIFIED VOLUNTEERS (By Sterling Talent Solutions). (First Reading 5/08/2017).

    f. ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY’S FIXED ASSET LIST. -- Computer Department. (Second Reading 5/08/2017).

g. ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST. - Service Department. (Second Reading 5/08/2017).

Meeting Night Additions

h. MOTION TO AUTHORIZE THE CITY ATTORNEY TO APPLY FOR THE OHIO ATTORNEY GENERAL'S 2017-2018 VOCA/SVAA GRANT.

CITY OF REYNOLDSBURG

FINANCE COMMITTEE - BARTH COTNER
MONDAY MAY 8, 2017

COMMITTEE MEETING: IMMEDIATELY FOLLOWING THE PREVIOUS MEETING

PLACE: COUNCIL CHAMBERS
7232 E. MAIN ST, REYNOLDSBURG, OH 43068

1. Call to Order

   PRESENT: Cotner, Long, Skinner, Luzader, Joseph
   ABSENT:

2. Approval of Agenda

   Agenda stands approved.

3. Approval of Minutes

   a. Finance Committee – Committee Meeting – April 24, 2017

   Agenda stands approved.

4. Discussion

   a. Ordinance Authorizing Mayor to Enter into an Agreement with Verified Volunteers (By Sterling Talent Solutions).

   Mrs. Boller: Thank you. This is just an ordinance for us to do background checks for our Parks & Rec. Currently we pay about $41.95 per volunteer per coaching activity so if you coach 4 sports, we run 4 background checks for you in a year. This company will do 1 background check an monitor the entire year for about $35.00 a year. So it is a considerable savings.

   Mr. Long: I understand what they're proposing to do, how do they monitor the people?

   Mrs. Boller: We put in the coach's information, its is run through the national search including the surrounding counties that one lives in and the national sex offender database so that no one has anything that we wouldn't want around the children.

   Mr. Long: So one sport or a dozen sports, this company has monitored and continues to monitor throughout the year the individuals background to make sure that in between sports something doesn't happen.

   Mrs. Boller: Correct, because that has happened.

Mr. Cotner: How did we come across this Verified Volunteers? Other Communities?

Mrs. Boller: Chris Skidmore was approached by this company. We get calls by various vendors all the time and we are actually looking into different background checks for our employees as well because we're hoping to get something that does monitoring like that because things change all the time and most of those companies can get very quick access and let us know and get us updated.

Mr. Cotner: It seems like a good program and common sense. Do we know other communities nearby that are using this program? Do we know much about their background?

Mayor McCloud: We can get a list of other communities that they have.

Mr. Hood: I reviewed the contract Mr. Cotner and the databases that they access are the same ones that we always use. So although they have the routine monitoring that we don't enjoy with our previous contractor, the databases that they search and select are the same.

Mr. Cotner: It seems like a common sense idea.

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 5/8/2017 8:00 PM**
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Skinner, Luzader	

b. Ordinance Authorizing Mayor to Purchase One Booster Variable Speed Pumping System; Appropriating the Funds Therefore; and Declaring an Emergency. (First Reading 4/24/2017).

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 5/8/2017 8:00 PM**
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Skinner, Luzader	

c. Ordinance Authorizing City Auditor to Remove Equipment from the City's Fixed Asset List. -- Computer Department. (First Reading 4/24/2017).

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 5/8/2017 8:00 PM**
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Cotner, Long, Skinner, Luzader	

d. Ordinance Authorizing City Auditor to Remove Equipment from the City's Fixed Asset List. - Service Department. (First Reading 4/24/2017).

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 5/8/2017 8:00 PM**
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Cotner, Long, Skinner, Luzader	

e. Ordinance to Amend Ordinance 94-12 Passed December 17, 2012 that Waives Competitive Bidding for Various Exempted Contracts and Expenditures Over $10,000. (Second Reading 4/24/2017).

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 5/8/2017 8:00 PM**
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Skinner, Luzader	

f. Ordinance Authorizing and Directing the Clerk of Council to Certify Grass and Weed Cutting Costs (2016) for Collection by the Franklin County Auditor. (Second Reading 4/24/2017).

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 5/8/2017 8:00 PM**
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Brett Luzader, Ward II	
AYES:	Cotner, Long, Skinner, Luzader	

g. Ordinance Authorizing and Directing the Clerk of Council to Certify Grass and Weed Cutting Costs (2016) for Collection by the Licking County Auditor. (Second Reading 4/24/2017).

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 5/8/2017 8:00 PM**
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Brett Luzader, Ward II	
AYES:	Cotner, Long, Skinner, Luzader	

Parks & Recreation Dept.

Donna Bauman
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6879 Phone

ORDINANCE REQUEST

DATE: **May 22, 2017**

TO: **Finance Committee**

RE: **Ordinance Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List. - Parks & Recreation Department.**

The Parks & Recreation Department would like authorization from City Council to remove the following items from the Fixed Asset list. These items are no longer operational and/or needed by the department.

1057	1994 Chevy Pick-Up
699	Ryan 18" Sod Cutter
1526	Turfco Edger
1025	Giant vac push blower
2041	Lawnboy 21" mower
1170	Tilt deck trailer
1669	Gas powered air compressor and tank

Parks & Recreation Dept.

Donna Bauman
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6879 Phone

ORDINANCE REQUEST

DATE: **May 22, 2017**

TO: **Finance Committee**

RE: ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE PARKS & RECREATION DEPARTMENT AND DECLARING AN EMERGENCY.

Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Request Council appropriate $7,736 from the unappropriated General Fund to Account 110.340.5303, Community Events.

These funds are carryover funds from the 2016 Farmers' Market (sponsorship and market fees).

Requesting emergency passage to apply to 2017 expenses.

<u>Mayor's Office</u>
Brad McCloud
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE: **May 22, 2017**

TO: **Finance Committee**

RE: *AN ORDINANCE TO AMEND SECTIONS 190.01, 190.03 AND 190.04 OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO, IN ORDER TO INCREASE THE CITY INCOME TAX BY ONE PERCENT (1.0%) FROM THE CURRENT RATE OF ONE AND ONE-HALF PERCENT (1.5%) TO A RATE OF TWO AND ONE-HALF PERCENT (2.5%), BEGINNING JULY 1, 2017, AND DECLARING AN EMERGENCY.*

Emergency/Suspension: Emergency

Reason For Emergency: Immediate preservation of the public peace, health, or safety

Statement of necessity: the immediate effectiveness of this Ordinance is necessary to provide funds in order to adequately carry out necessary municipal functions and to meet increasing costs and other financial obligations of the City.

This is the Income Tax Oridinance as approved by the voters. We are just waiting for the final certification by Franklin County for adoption. Deadline for Fairfield and Licking Counties to provide their certifications to Franklin County is May 23rd.

Passed: __________, 2017

ORDINANCE NO. __________

AN ORDINANCE TO AMEND SECTIONS 190.01, 190.03 AND 190.04 OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO, IN ORDER TO INCREASE THE CITY INCOME TAX BY ONE PERCENT (1.0%) FROM THE CURRENT RATE OF ONE AND ONE-HALF PERCENT (1.5%) TO A RATE OF TWO AND ONE-HALF PERCENT (2.5%), BEGINNING JULY 1, 2017, AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Reynoldsburg, Fairfield, Franklin and Licking Counties, Ohio, that:

Section 1. Section 190.01 of the Codified Ordinances of the City of Reynoldsburg, Ohio, is hereby amended to read as follows:

*"**190.01 AUTHORITY TO LEVY TAX; PURPOSE OF TAX.***

(A) To provide funds for the purposes of general Municipal operations, maintenance, new equipment and capital improvements, including, but not limited to, the payment of debt service charges on related securities and the costs related to a Municipal recreation complex, the City of Reynoldsburg ("City") hereby levies an annual municipal income tax on income, qualifying wages, commissions and other compensation, and on net profits as hereinafter provided.

(B)(1) The annual tax is levied at a rate of two and one-half percent (2.5%) on and after July 1, 2017; prior to July 1, 2017, the annual tax is levied at a rate of one and one-half percent (1.5%). The tax is levied at a uniform rate on all persons residing in or earning or receiving income in the City. The tax is levied on income, qualifying wages, commissions and other compensation, and on net profits as hereinafter provided in Section 190.03 of this chapter and other sections as they may apply.

(2) The monies collected under the provisions of this chapter shall be deposited into the following Funds in the following order and such Funds shall be disbursed for the following purposes and in the following order:

(a) Such part thereof as shall be necessary to defray all costs of collecting and administering the taxes levied by this chapter, including any amounts to be paid to any person or governmental agency under any contract for the administration of such taxes, and the cost of administering the Department of Taxation and enforcing the provisions thereof shall be deposited into the Income

Attachment: Income Tax Adjustment (1764 : Income Tax Ordinance)

Tax Revenue Fund. Zero percent (0%) of the monies collected shall remain in the Income Tax Revenue Fund of the City to be put into the City's Contingency Reserve.

After providing for the requirements in division (a) monies shall be deposited and disbursed for the following purposes and in the following order:

(b)(i) Eighty-four percent (84%) of the monies collected shall be deposited into the General Fund of the City to be reappropriated by Council for any lawful purpose.

(ii) Fourteen percent (14%) of the monies collected shall be deposited into the General Debt Retirement Fund to be used for general debt retirement.

(iii) Two percent (2%) of the monies collected shall be deposited into the Capital Improvement Fund which shall be used to defray all or part of the costs of legal improvements as determined by Council.

All monies already deposited into the City's Contingency Reserve residing in the Income Tax Fund shall be expended only upon a legislative transfer to the General Fund. Such transfers shall be solely for the purpose of making revenue available for expenditures necessary to continue basic City services due to a natural disaster or other catastrophic occurrence.

(C) The tax on income and the withholding tax established by Chapter 190 are authorized by Article XVIII, Section 3 of the Ohio Constitution. The tax is levied in accordance with, and is intended to be consistent with, the provisions and limitations of Ohio Revised Code 718 (ORC 718). This Chapter 190 is effective for tax years beginning on or after January 1, 2016. Municipal taxable years beginning on or before December 31, 2015 are subject to Chapter 191, and any amendments thereto, and rules and regulations, and any amendments thereto, as they existed before January 1, 2016."

Section 2. Section 190.03 of the Codified Ordinances of the City of Reynoldsburg, Ohio is hereby amended to read as follows:

*"**190.03 IMPOSITION OF TAX***

Beginning July 1, 2017, the income tax levied by the City is levied at a rate of two and one-half percent (2.5%) on the Municipal Taxable Income of every person residing in and/or earning and/or receiving income in the City. Prior to July 1, 2017, the income tax levied by the City is levied at a rate of one and one-half percent (1.5%) on the Municipal Taxable Income of every person residing in and/or earning and/or receiving income in the City.

Individuals.

(A) For residents of the City, the income tax levied herein shall be on all income, salaries, qualifying wages, commissions, and other compensation from whatever source earned or received by the resident, including the resident's distributive share of the net profit of pass-through entities owned directly or indirectly by the resident and any net profit of the resident. This is further detailed in the definition of income (Section 190.02(C)(16)).

(B) For nonresidents, all income, salaries, qualifying wages, commissions, and other compensation from whatever source earned or received by the nonresident for work done, services performed or rendered, or activities conducted in the municipal corporation, including any net profit of the nonresident, but excluding the nonresident's distributive share of the net profit or loss of only pass-through entities owned directly or indirectly by the nonresident.

(C) For residents and nonresidents, income can be reduced to "Municipal Taxable Income" as defined in Section 190.02(C)(21). Exemptions which may apply are specified in Section 190.02(C)(12).

Refundable credit for Nonqualified Deferred Compensation Plan.

(D)(1) As used in this division:

(a) "Nonqualified deferred compensation plan" means a compensation plan described in Section 3121(v)(2)(C) of the Internal Revenue Code.

(b) "Qualifying loss" means the amount of compensation attributable to a taxpayer's nonqualified deferred compensation plan, less the receipt of money and property attributable to distributions from the nonqualified deferred compensation plan. Full loss is sustained if no distribution of money and property is made by the nonqualified deferred compensation plan. The taxpayer sustains a qualifying loss only in the taxable year in which the taxpayer receives the final distribution of money and property pursuant to that nonqualified deferred compensation plan.

(c)(i) "Qualifying tax rate" means the applicable tax rate for the taxable year for the which the taxpayer paid income tax to the City with respect to any portion of the total amount of compensation the payment of which is deferred pursuant to a nonqualified deferred compensation plan.

(ii) If different tax rates applied for different taxable years, then the "qualifying tax rate" is a weighted average of those different tax rates. The weighted average shall be based upon the tax paid to the City each year with respect to the nonqualified deferred compensation plan.

(d) "Refundable credit" means the amount of the City income tax that was paid on the non-distributed portion, if any, of a nonqualified deferred compensation plan.

(2) If, in addition to the City, a taxpayer has paid tax to other municipal corporations with respect to the nonqualified deferred compensation plan, the amount of the credit that a taxpayer may claim from each municipal corporation shall be calculated on the basis of each municipal corporation's proportionate share of the total municipal corporation income tax paid by the taxpayer to all municipal corporations with respect to the nonqualified deferred compensation plan.

(3) In no case shall the amount of the credit allowed under this section exceed the cumulative income tax that a taxpayer has paid to the City for all taxable years with respect to the nonqualified deferred compensation plan.

(4) The credit allowed under this division is allowed only to the extent the taxpayer's qualifying loss is attributable to:

(a) The insolvency or bankruptcy of the employer who had established the nonqualified deferred compensation plan; or

(b) The employee's failure or inability to satisfy all of the employer's terms and conditions necessary to receive the nonqualified deferred compensation.

Domicile.

(E)(1)(a) An individual is presumed to be domiciled in the City for all or part of a taxable year if the individual was domiciled in the City on the last day of the immediately preceding taxable year or if the Tax Administrator reasonably concludes that the individual is domiciled in the City for all or part of the taxable year.

(b) An individual may rebut the presumption of domicile described in division (E)(1)(a) of this section if the individual establishes by a preponderance of the evidence that the individual was not domiciled in the City for all or part of the taxable year.

(2) For the purpose of determining whether an individual is domiciled in the City for all or part of a taxable year, factors that may be considered include, but are not limited to, the following:

(a) The individual's domicile in other taxable years;

(b) The location at which the individual is registered to vote;

(c) The address on the individual's driver's license;

(d) The location of real estate for which the individual claimed a property tax exemption or reduction allowed on the basis of the individual's residence or domicile;

(e) The location and value of abodes owned or leased by the individual;

(f) Declarations, written or oral, made by the individual regarding the individual's residency;

(g) The primary location at which the individual is employed.

(h) The location of educational institutions attended by the individual's dependents as defined in Section 152 of the Internal Revenue Code, to the extent that tuition paid to such educational institution is based on the residency of the individual or the individual's spouse in the municipal corporation where the educational institution is located;

(i) The number of contact periods the individual has with the City. For the purposes of this division, an individual has one "contact period" with the City if the individual is away overnight from the individual's abode located outside of the City and while away overnight from that abode spends at least some portion, however minimal, of each of two consecutive days in the City.

(3) All additional applicable factors are provided in the Rules and Regulations.

Businesses.

(F) This division applies to any taxpayer engaged in a business or profession in the City, unless the taxpayer is an individual who resides in the City or the taxpayer is an electric company, combined company, or telephone company that is subject to and required to file reports under Chapter 5745. of the ORC.

(1) Except as otherwise provided in division (F)(2) of this section, net profit from a business or profession conducted both within and without the boundaries of the City shall be considered as having a taxable situs in the City for purposes of municipal income taxation in the same proportion as the average ratio of the following:

(a) The average original cost of the real property and tangible personal property owned or used by the taxpayer in the business or profession in the City during the taxable period to the average original cost of all of the real and tangible personal property owned or used by the taxpayer in the business or profession during the same period, wherever situated.

As used in the preceding paragraph, tangible personal or real property shall include property rented or leased by the taxpayer and the value of such property shall be determined by multiplying the annual rental thereon by eight;

(b) Wages, salaries, and other compensation paid during the taxable period to individuals employed in the business or profession for services

performed in the City to wages, salaries, and other compensation paid during the same period to individuals employed in the business or profession, wherever the individual's services are performed, excluding compensation from which taxes are not required to be withheld under Section 190.04(C);

(c) Total gross receipts of the business or profession from sales and rentals made and services performed during the taxable period in the City to total gross receipts of the business or profession during the same period from sales, rentals, and services, wherever made or performed.

(2)(a) If the apportionment factors described in division (F)(1) of this section do not fairly represent the extent of a taxpayer's business activity in the City, the taxpayer may request, or the Tax Administrator of the City may require, that the taxpayer use, with respect to all or any portion of the income of the taxpayer, an alternative apportionment method involving one or more of the following:

(i) Separate accounting;

(ii) The exclusion of one or more of the factors;

(iii) The inclusion of one or more additional factors that would provide for a more fair apportionment of the income of the taxpayer to the municipal corporation;

(iv) A modification of one or more of the factors.

(b) A taxpayer request to use an alternative apportionment method shall be in writing and shall accompany a tax return, timely filed appeal of an assessment, or timely filed amended tax return. The taxpayer may use the requested alternative method unless the Tax Administrator denies the request in an assessment issued within the period prescribed by Section 190.12(A).

(c) The Tax Administrator may require a taxpayer to use an alternative apportionment method as described in division (F)(2)(a) of this section, but only by issuing an assessment to the taxpayer within the period prescribed by Section 190.12(A).

(d) Nothing in division (F)(2) of this section nullifies or otherwise affects any alternative apportionment arrangement approved by the Tax Administrator or otherwise agreed upon by both the Tax Administrator and taxpayer before January 1, 2016.

(3) As used in division (F)(1)(b) of this section, "wages, salaries, and other compensation" includes only wages, salaries, or other compensation paid to an employee for services performed at any of the following locations:

(a) A location that is owned, controlled, or used by, rented to, or under the possession of one of the following:

(i) The employer;

(ii) A vendor, customer, client, or patient of the employer, or a related member of such a vendor, customer, client, or patient;

(iii) A vendor, customer, client, or patient of a person described in (F)(3)(a)(ii) of this section, or a related member of such a vendor, customer, client, or patient.

(b) Any location at which a trial, appeal, hearing, investigation, inquiry, review, court-martial, or similar administrative, judicial, or legislative matter or proceeding is being conducted, provided that the compensation is paid for services performed for, or on behalf of, the employer or that the employee's presence at the location directly or indirectly benefits the employer;

(c) Any other location, if the Tax Administrator determines that the employer directed the employee to perform the services at the other location in lieu of a location described in division (F) (3)(a) or (b) of this section solely in order to avoid or reduce the employer's municipal income tax liability. If the Tax Administrator makes such a determination, the employer may dispute the determination by establishing, by a preponderance of the evidence, that the Tax Administrator's determination was unreasonable.

(4) For the purposes of division (F)(1)(c) of this section, receipts from sales and rentals made and services performed shall be sitused to a municipal corporation as follows:

(a) Gross receipts from the sale of tangible personal property shall be sitused to the municipal corporation in which the sale originated. For the purposes of this division, a sale of property originates in the City if, regardless of where title passes, the property meets any of the following criteria:

(i) The property is shipped to or delivered within the City from a stock of goods located within the City.

(ii) The property is delivered within the City from a location outside the City, provided the taxpayer is regularly engaged through its own employees in the solicitation or promotion of sales within the City and the sales result from such solicitation or promotion.

(iii) The property is shipped from a place within the City to purchasers outside the City, provided that the taxpayer is not, through its own employees, regularly engaged in the solicitation or promotion of sales at the place where delivery is made.

(b) Gross receipts from the sale of services shall be sitused to the City to the extent that such services are performed in the City.

(c) To the extent included in income, gross receipts from the sale of real property located in the City shall be sitused to the City.

(d) To the extent included in income, gross receipts from rents and royalties from real property located in the City shall be sitused to the City.

(e) Gross receipts from rents and royalties from tangible personal property shall be sitused to the City based upon the extent to which the tangible personal property is used in the City.

(5) The net profit received by an individual taxpayer from the rental of real estate owned directly by the individual, or by a disregarded entity owned by the individual, shall be subject to the City's tax only if the property generating the net profit is located in the City or if the individual taxpayer that receives the net profit is a resident of the City. The City shall allow such taxpayers to elect to use separate accounting for the purpose of calculating net profit sitused under this division to the municipal corporation in which the property is located.

(6)(a) Commissions received by a real estate agent or broker relating to the sale, purchase, or lease of real estate shall be sitused to the municipal corporation in which the real estate is located. Net profit reported by the real estate agent or broker shall be allocated to the City, if applicable, based upon the ratio of the commissions the agent or broker received from the sale, purchase, or lease of real estate located in the City to the commissions received from the sale, purchase, or lease of real estate everywhere in the taxable year.

(b) An individual who is a resident of the City shall report the individual's net profit from all real estate activity on the individual's annual tax return for the City. The individual may claim a credit for taxes the individual paid on such net profit to another municipal corporation to the extent that such a credit is allowed under the City's income tax ordinance.

(7) When calculating the ratios described in division (F)(1) of this section for the purposes of that division or division (F)(2) of this section, the owner of a disregarded entity shall include in the owner's ratios the property, payroll, and gross receipts of such disregarded entity.

(8) Left intentionally blank.

(9) Left intentionally blank."

Section 3. Section 190.04 of the Codified Ordinances of the City of Reynoldsburg, Ohio, is hereby amended to read as follows:

"190.04 COLLECTION AT SOURCE

<u>Withholding provisions.</u>

(A) Each employer, agent of an employer, or other payer located or doing business in the City shall withhold an income tax from the qualifying wages earned and/or received by each employee in the City. Except for qualifying wages for which withholding is not required under Section 190.03 or division (B)(4) or (6) of this section, the tax shall be withheld at the rate specified in Section 190.01 of this chapter; beginning July 1, 2017, this rate is two and one-half percent (2.5%), and prior to July 1, 2017, this rate is one and one-half percent (1.5%). An employer, agent of an employer, or other payer shall deduct and withhold the tax from qualifying wages on the date that the employer, agent, or other payer directly, indirectly, or constructively pays the qualifying wages to, or credits the qualifying wages to the benefit of, the employee.

(B)(1) Except as provided in division (B)(2) of this section, an employer, agent of an employer, or other payer shall remit to the Tax Administrator of the City the greater of the income taxes deducted and withheld or the income taxes required to be deducted and withheld by the employer, agent, or other payer according to the following schedule:

(a) Taxes required to be deducted and withheld shall be remitted monthly to the Tax Administrator if the total taxes deducted and withheld or required to be deducted and withheld by the employer, agent, or other payer on behalf of the City in the preceding calendar year exceeded $2,399, or if the total amount of taxes deducted and withheld or required to be deducted and withheld on behalf of the City in any month of the preceding calendar quarter exceeded $200.

Payment under division (B)(1)(a) of this section shall be made so that the payment is received by the Tax Administrator not later than 15 days after the last day of each month for which the tax was withheld.

(b) Any employer, agent of an employer, or other payer not required to make payments under division (B)(1)(a) of this section of taxes required to be deducted and withheld shall make quarterly payments to the Tax Administrator not later than the 15th day of the month following the end of each calendar quarter.

(c) Notwithstanding the provisions of division (B)(1)(a) and (b) of this section, taxes required to be deducted and withheld shall be remitted semi-monthly to the Tax Administrator if the total taxes deducted and withheld or required to be deducted and withheld on behalf of the City in the preceding calendar year exceeded $11,999, or if in any month of the preceding calendar year exceeded $1,000. Payment under division (B)(1)(c) of this section shall be made so that the payment is received by the Tax Administrator not later than one of the following: i) if the taxes were deducted and withheld or required to be deducted and withheld during the first fifteen days of a month, the third banking day after the fifteenth day of that month; (ii) if the taxes were deducted and withheld or required to be deducted and withheld after the fifteenth day of a

month and before the first day of the immediately following month, the third banking day after the last day of the month.

(2) If the employer, agent of an employer, or other payer is required to make payments electronically for the purpose of paying federal taxes withheld on payments to employees under Section 6302. of the Internal Revenue Code, 26 C.F.R. 31.6302-1, or any other federal statute or regulation, the payment shall be made by electronic funds transfer to the Tax Administrator of all taxes deducted and withheld on behalf of the City. The payment of tax by electronic funds transfer under this division does not affect an employer's, agent's, or other payer's obligation to file any return as required under this section.

(3) An employer, agent of an employer, or other payer shall make and file a return showing the amount of tax withheld by the employer, agent, or other payer from the qualifying wages of each employee and remitted to the Tax Administrator. A return filed by an employer, agent, or other payer under this division shall be accepted by the Tax Administrator and the City as the return required of a non-resident employee whose sole income subject to the tax under this chapter is the qualifying wages reported by the employee's employer, agent of an employer, or other payer.

(4) An employer, agent of an employer, or other payer is not required to withhold the City income tax with respect to an individual's disqualifying disposition of an incentive stock option if, at the time of the disqualifying disposition, the individual is not an employee of either the corporation with respect to whose stock the option has been issued or of such corporation's successor entity.

(5)(a) An employee is not relieved from liability for a tax by the failure of the employer, agent of an employer, or other payer to withhold the tax as required under this chapter or by the employer's, agent's, or other payer's exemption from the requirement to withhold the tax.

(b) The failure of an employer, agent of an employer, or other payer to remit to the City the tax withheld relieves the employee from liability for that tax unless the employee colluded with the employer, agent, or other payer in connection with the failure to remit the tax withheld.

(6) Compensation deferred before June 26, 2003, is not subject to the City income tax or income tax withholding requirement to the extent the deferred compensation does not constitute qualifying wages at the time the deferred compensation is paid or distributed.

(7) Each employer, agent of an employer, or other payer required to withhold taxes is liable for the payment of that amount required to be withheld, whether or not such taxes have been withheld, and such amount shall be deemed to be held in

trust for the City until such time as the withheld amount is remitted to the Tax Administrator.

(8) On or before the last day of February of each year, an employer shall file a withholding reconciliation return with the Tax Administrator listing:

(a) The names, addresses, and social security numbers of all employees from whose qualifying wages tax was withheld or should have been withheld for the City during the preceding calendar year;

(b) The amount of tax withheld, if any, from each such employee, the total amount of qualifying wages paid to such employee during the preceding calendar year;

(c) The name of every other municipal corporation for which tax was withheld or should have been withheld from such employee during the preceding calendar year;

(d) Any other information required for federal income tax reporting purposes on Internal Revenue Service form W-2 or its equivalent form with respect to such employee;

(e) Other information as may be required by the Tax Administrator.

(9) The officer or the employee of the employer, agent of an employer, or other payer with control or direct supervision of or charged with the responsibility for withholding the tax or filing the reports and making payments as required by this section, shall be personally liable for a failure to file a report or pay the tax due as required by this section. The dissolution of an employer, agent of an employer, or other payer does not discharge the officer's or employee's liability for a failure of the employer, agent of an employer, or other payer to file returns or pay any tax due.

(10) An employer is required to deduct and withhold the City income tax on tips and gratuities received by the employer's employees and constituting qualifying wages, but only to the extent that the tips and gratuities are under the employer's control. For the purposes of this division, a tip or gratuity is under the employer's control if the tip or gratuity is paid by the customer to the employer for subsequent remittance to the employee, or if the customer pays the tip or gratuity by credit card, debit card, or other electronic means.

(11) The Tax Administrator shall consider any tax withheld by an employer at the request of an employee, when such tax is not otherwise required to be withheld by this chapter, to be tax required to be withheld and remitted for the purposes of this section

Occasional Entrant - Withholding.

(C)(1) As used in this division:

(a) "Employer" includes a person that is a related member to or of an employer.

(b) "Fixed location" means a permanent place of doing business in this state, such as an office, warehouse, storefront, or similar location owned or controlled by an employer.

(c) "Principal place of work" means the fixed location to which an employee is required to report for employment duties on a regular and ordinary basis. If the employee is not required to report for employment duties on a regular and ordinary basis to a fixed location, "principal place of work" means the worksite location in this state to which the employee is required to report for employment duties on a regular and ordinary basis. If the employee is not required to report for employment duties on a regular and ordinary basis to a fixed location or worksite location, "principal place of work" means the location in this state at which the employee spends the greatest number of days in a calendar year performing services for or on behalf of the employee's employer.

If there is not a single municipal corporation in which the employee spent the "greatest number of days in a calendar year" performing services for or on behalf of the employer, but instead there are two or more municipal corporations in which the employee spent an identical number of days that is greater than the number of days the employee spent in any other municipal corporation, the employer shall allocate any of the employee's qualifying wages subject to division (C)(2)(a)(i) of this section among those two or more municipal corporations. The allocation shall be made using any fair and reasonable method, including, but not limited to, an equal allocation among such municipal corporations or an allocation based upon the time spent or sales made by the employee in each such municipal corporation. A municipal corporation to which qualifying wages are allocated under this division shall be the employee's "principal place of work" with respect to those qualifying wages for the purposes of this section.

For the purposes of this division, the location at which an employee spends a particular day shall be determined in accordance with division (C)(2)(b) of this section, except that "location" shall be substituted for "municipal corporation" wherever "municipal corporation" appears in that division.

(d) "Professional athlete" means an athlete who performs services in a professional athletic event for wages or other remuneration.

(e) "Professional entertainer" means a person who performs services in the professional performing arts for wages or other remuneration on a per-event basis.

(f) "Public figure" means a person of prominence who performs services at discrete events, such as speeches, public appearances, or similar events, for wages or other remuneration on a per-event basis.

(g) "Worksite location" means a construction site or other temporary worksite in this state at which the employer provides services for more than 20 days during the calendar year. "Worksite location" does not include the home of an employee.

(2)(a) Subject to divisions (C)(3), (5), (6), and (7) of this section, an employer is not required to withhold the City income tax on qualifying wages paid to an employee for the performance of personal services in the City if the employee performed such services in the City on 20 or fewer days in a calendar year, unless one of the following conditions applies:

(i) The employee's principal place of work is located in the City.

(ii) The employee performed services at one or more presumed worksite locations in the City. For the purposes of this division, "presumed worksite location" means a construction site or other temporary worksite in the City at which the employer provides or provided services that can reasonably be, or would have been, expected by the employer to last more than 20 days in a calendar year. Services can "reasonably be expected by the employer to last more than 20 days" if either of the following applies at the time the services commence:

(a) The nature of the services is such that it will require more than 20 days of the services to complete the services;

(b) The agreement between the employer and its customer to perform services at a location requires the employer to perform the services at the location for more than 20 days.

(iii) The employee is a resident of the City and has requested that the employer withhold tax from the employee's qualifying wages as provided in Section 190.04.

(iv) The employee is a professional athlete, professional entertainer, or public figure, and the qualifying wages are paid for the performance of services in the employee's capacity as a professional athlete, professional entertainer, or public figure.

(b) For the purposes of division (C)(2)(a) of this section, an employee shall be considered to have spent a day performing services in the City only if the employee spent more time performing services for or on behalf of the employer in the City than in any other municipal corporation on that day. For the purposes of determining the amount of time an employee spent in a particular location, the time spent performing one or more of the following activities shall be considered to have been spent at the employee's principal place of work:

(i) Traveling to the location at which the employee will first perform services for the employer for the day;

(ii) Traveling from a location at which the employee was performing services for the employer to any other location;

(iii) Traveling from any location to another location in order to pick up or load, for the purpose of transportation or delivery, property that has been purchased, sold, assembled, fabricated, repaired, refurbished, processed, remanufactured, or improved by the employee's employer;

(iv) Transporting or delivering property described in division (C)(2)(b)(iii) of this section, provided that, upon delivery of the property, the employee does not temporarily or permanently affix the property to real estate owned, used, or controlled by a person other than the employee's employer;

(v) Traveling from the location at which the employee makes the employee's final delivery or pick-up for the day to either the employee's principal place of work or a location at which the employee will not perform services for the employer.

(3) If the principal place of work of an employee is located in another Ohio municipal corporation that imposes an income tax, the exception from withholding requirements described in division (C)(2)(a) of this section shall apply only if, with respect to the employee's qualifying wages described in that division, the employer withholds and remits tax on such qualifying wages to that municipal corporation.

(4)(a) Except as provided in division (C)(4)(b) of this section, if, during a calendar year, the number of days an employee spends performing personal services in the City exceeds the 20-day threshold, the employer shall withhold and remit tax to the City for any subsequent days in that calendar year on which the employer pays qualifying wages to the employee for personal services performed in the City.

(b) An employer required to begin withholding tax for the City under division (C)(4)(a) of this section may elect to withhold tax for the City for the first 20 days on which the employer paid qualifying wages to the employee for personal services performed in the City.

(5) If an employer's fixed location is the City and the employer qualifies as a small employer as defined in Section 190.02, the employer shall withhold municipal income tax on all of the employee's qualifying wages for a taxable year and remit that tax only to the City, regardless of the number of days which the employee worked outside the corporate boundaries of the City.

To determine whether an employer qualifies as a small employer for a taxable year, the employer will be required to provide the Tax Administrator with the employer's federal income tax return for the preceding taxable year.

(6) Divisions (C)(2)(a) and (4) of this section shall not apply to the extent that a Tax Administrator and an employer enter into an agreement regarding the manner in which the employer shall comply with the requirements of Section 190.04."

Section 4. Effective July 1, 2017, Sections 190.01, 190.03 and 190.04 of the Codified Ordinances of the City of Reynoldsburg, Ohio, as they have heretofore existed, are hereby repealed and Sections 190.01, 190.03 and 190.04 as set forth herein shall become effective. Provided, however, that no provision of this Ordinance, including the repeal of Sections 190.01, 190.03 and 190.04 of the Codified Ordinances of the City of Reynoldsburg, Ohio, as they have heretofore existed, shall in any way affect any rights or obligations of the City, any taxpayer, or any other person, official or entity, with respect to the one percent and one and one-half percent municipal income taxes authorized by predecessor Sections 190.01, 190.03 and 190.04.

Section 5. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with the law.

Section 6. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and for the further reason that the immediate effectiveness of this Ordinance is necessary to provide funds in order to adequately carry out necessary municipal functions and to meet increasing costs and other financial obligations of the City; wherefore; this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

Passed: _________________, 2017

Attest: ______________________________ ______________________________

Clerk of Council — *President of Council*
April Beggerow — *Doug Joseph*

Approved: ______________________________ *Date: ___________________, 2017*

Mayor
Brad McCloud

Attachment: Income Tax Adjustment (1764 : Income Tax Ordinance)

I, April Beggerow, Clerk of Council, City of Reynoldsburg, Ohio, do hereby certify the foregoing to be a true and correct copy of Ordinance No. _____-17 as passed by Council of said City on the _____ day of ______________, 2017 and as recorded in the Record of Proceedings of said Council.

____

April Beggerow, Clerk of Council

Filed with Mayor: _________________, 2017

Published: _________________, 2017

Service Department

Bill Sampson
7232 E. Main Street
Reynoldsburg OH 43068
614-322-6884 Phone

ORDINANCE REQUEST

DATE: **May 22, 2017**

TO: **Finance Committee**

RE: ORDINANCE TO APPROVE PAYMENT OF SERVICES PERFORMED PRIOR TO THE AUDITOR'S CERTIFICATION OF AVAILABILITY OF FUNDS AND DECLARING AN EMERGENCY

Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Statement of necessity: ORC 5705.41(D) requires that this ordinance be passed within thirty days of its presentation to City Council

Vendor	City of Columbus
Description	April 2017 Sewer Charges
Invoice Date	May 2, 2017
Invoice Number	NA
Amount	$24,453.27
Purchase Order No.	2017-1047
Account	720.736.5378

AUDITOR'S CERTIFICATION

"Then and Now"

Section 5705.41(D) of the Ohio Revised Code states that, when a purchase of goods and services is made prior to the Auditor's certification of available funds, the Auditor shall prepare a certificate stating that funds were available at the time of the purchase and are still available at the time of receipt of the invoice for such purchase. The certificate shall be presented to City Council for its consideration of approval. Resulting legislation shall be passed within 30 days from receipt of the Auditor's certificate.

I do hereby certify that the amount of $ 24,453.27 has been appropriated and was available in the treasury at the date of purchase 5/2/17 and is still available as of 5/11/17 for the following purchase:

Purchase Order 2017-1047

Vendor City of Columbus

Invoice No. N/A

Date of Invoice 5/2/17

Description April 2017 Sewer Charges

Account 720.736.5378

Richard Horn

City Auditor

5/11/17

Date

THE CITY OF COLUMBUS
ANDREW J. GINTHER, MAYOR
DEPARTMENT OF PUBLIC UTILITIES

910 Dublin Rd
Columbus, OH 43215-1169

Customer Service Inquiries
Monday-Friday 7:00 AM - 6:00 PM
(614) 645-8276
http://utilities.columbus.gov/

Account Summary — SEWER and W

Account Number	53192-1139390	
Customer Name	CITY OF REYNOLDSBURG	
Service Address	7232 MAIN ST	
Service Period	03/31/2017 to 04/30/2017	
Bill Date	05/02/2017	
Previous Balance		$664,849.86
Payment Received		$664,849.86
Balance Forward		$0.00
New Charges Due	**05/30/2017**	**$386,475.09**
Total Amount Due		**$386,475.09**

New charges due 05/30/2017. A 10% penalty may be added if not paid by this date. This date does not extend the due date for any past due billing charges.

Messages

If you have an outside remote, check it with your inside meter. If they do not read the same, call (614) 645-8276. To report sewer basement back-ups and sewer overflows call (614) 645-7102.

Meter Reading Details

Service Period 03/31/2017 to 04/30/2017 — 30 Days

Service Type	Meter Serial Number	Current Reading	*	Previous Reading	Mult.	Usage	Units
SRDQ	1139390	72032	A	132892	1	72032	CCF

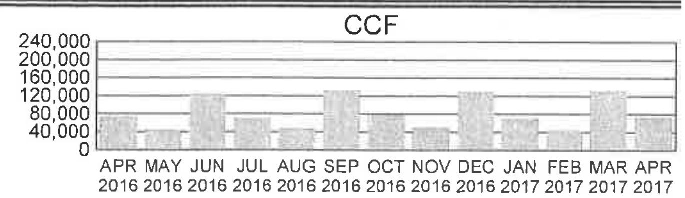
APPROVED FOR PAYMENT 7/
PO# 131 # 59,437.
A/C# 740.7375 378
DEPT HEAD [signature]

Detail of New Charges

CLEAN RIVER FUND	19572.000 ERU		$39,339.72
SEWER SERV CHARGE			$12.10
SEWER USAGE	72032.000 CCF	@ 4.5400000	$327,025.28
CLEAN RIVER FUND	9999.000 ERU		$20,097.99
New Charges Total			$386,475.09

Usage History	Average CCF
Current Month	1.0667
Previous Month	6.8387
One Year Ago	4.1667

12.1 +
327,025.28 +
327,037.38 *
327,037.38 +
302,584.11 −
24,453.27 *



Return this portion with your payment.

THE CITY OF COLUMBUS
ANDREW J. GINTHER, MAYOR
DEPARTMENT OF PUBLIC UTILITIES

910 Dublin Rd
Columbus, OH 43215-1169

SEWER and WATER	
Account Number	53192-1139390
Service Address	7232 MAIN ST
Total Amount Due by 05/30/2017	**$386,475.09**
Amount Enclosed	**$**

☐ Please check the box to indicate phone number, mailing, or email address changes listed on the reverse side.

COL0503A *** 7000004841 00.0024.0014 4539/1
ALL FOR AADC 430

CITY OF REYNOLDSBURG
7232 MAIN ST
REYNOLDSBURG OH 43068-2014

MAKE CHECKS PAYABLE TO:

COLUMBUS - CITY TREASURER
SEWER AND WATER SERVICES
PO BOX 182882
COLUMBUS, OH 43218-2882

00005319211393901050320170038647509 5

Ship To
City of Reynoldsburg-Water Plant
1615 Truro Avenue
REYNOLDSBURG, OH 43068

Bill To
City of Reynoldsburg-Water Plant
1615 Truro Avenue
REYNOLDSBURG, OH 43068

Purchase Or
No. 2017-00001047

DATE 05/11/2017

VENDOR 3073 - COLUMBUS CITY TREASURER

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

REYNOLDSBURG OHIO

Contact
COLUMBUS CITY TREASURER
CITY AUDITOR'S OFFICE
90 W BROAD ST
ROOM 109

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE **1 of 1**
ORIGINATOR: Water Superintendent

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	Columbus Contract - Monthly Sewer Bill 720.736.5378 - Columbus Contract 2,100,000.00	2,100,000.0000	$2,100,000.00
			TOTAL DUE	$2,100,000.00

AUDITOR'S CERTIFICATE
I certify that funds for the above encumbrance have been appropriated and are in the treasury free from any obligation.

Richard E Harris

Special Instructions

Ship To

City of Reynoldsburg-Water Plant
1615 Truro Avenue
REYNOLDSBURG, OH 43068

Bill To

City of Reynoldsburg-Water Plant
1615 Truro Avenue
REYNOLDSBURG, OH 43068

Purchase Order
No. 2017-00000067

DATE 01/05/2017

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

VENDOR 3114 - COLUMBUS CITY TREASURER

Reprint Purchase Order

REYNOLDSBURG OHIO

Contact

COLUMBUS CITY TREASURER
WATER & SEWER SERVICES
P O BOX 182882
COLUMBUS, OH 43218-2882

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE **1 of 1**
ORIGINATOR: Mike Root

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	STATUS	UNIT COST	TOTAL COST
1.0000	Each	Columbus Contract 720.736.5378 - Columbus Contract 2,000,000.00	Open	2,000,000.0000	$2,000,000.00

Total Cost	**$2,000,000.00**
Amount Voided	**$0.00**
Amount Expensed	**$1,697,415.89**
Amount Encumbered	**$302,584.11**
Amount Discounted	**$0.00**
Amount Remaining	**$302,584.11**

TOTAL DUE $2,000,000.00

AUDITOR'S CERTIFICATE
I certify that funds for the above encumbrance have been appropriated and are in the treasury free from any obligation.

Richard E Harris

Special Instructions

Human Resources Dept.

Sandra Boller
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6868 Phone

ORDINANCE REQUEST

DATE: May 22, 2017

TO: Finance Committee

RE: ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH VERIFIED VOLUNTEERS (BY STERLING TALENT SOLUTIONS). (First Reading 5/08/2017).

Request authorization for the Mayor to enter into a contract with Verified Volunteers and waive competitive bidding. (See attached)

Verified Volunteers & Sterling Talent Solutions Set-Up Form

Getting started is easy!

1. Completing this form is the next step in setting up your volunteer and/or employment screening accounts.
2. Please complete this Credentialing & Account Information Application, End User Certification, and Service Agreement.
   - You may fill in most of this form in your browser by clicking on the form fields. (You may need to download Adobe Acrobat Reader version 5 or later at: http://get.adobe.com/reader)
3. Have an authorized user physically fill in and sign the signature blocks at the end of the Credentialing & Account Information Application, at the end of the End User Certification, and the top and bottom of the Service Agreement. 4 physical signatures in total. These signature fields are identified within the document by red "Sign Here" flags.
4. Have an authorized user physically initial pages 17 & 19. The initial fields are identified by red "Sign Here" flags.
5. Send the completed agreements (we do not need the Notice to Consumers) to Verified Volunteers for activation via one of the two methods below:

- Email to: newaccounts@verifiedvolunteers.com or
- Fax to: 855-326-1862

Fax Cover Sheet (only fill out if returning document via fax)

Send To	From
Email or Fax	Organization
# of Pages	Phone

In the event we need to contact you, please provide the following contact information.

Phone	Best time to be reached

Your Checklist:

(make sure you complete all of the below before submitting)

- ✓ I filled out the Credentialing and Account Information form.
- ✓ I checked off the Permissible Purpose sections (B & C).
- ✓ I completed the Bank Reference and Trade Reference section (D).
- ✓ I entered my Organization Name at the top of the End User Agreement.
- ✓ I physically signed the 4 red signature blocks in the forms.
- ✓ I have attached proof of my 501c3 exempt status.

Questions?

Contact Verified Volunteers toll free at: 1-855-326-1860

Upon our receipt of the completed and signed Agreement, you will be contacted if additional information is needed to establish your account.

We look forward to building a community of Verified Volunteers.

Credentialing and Account Information

Verified Volunteers by Sterling Talent Solutions | Sterling Talent Solutions

Section A: Organization Information

Legal Name of Organization

DBA (Other Names You Do Business By)

Legal Street Address (No PO Boxes)

City / State / ZIP

Phone (xxx) xxx-xxxx

Fax (xxx) xxx-xxxx

Organization's Website URL

Billing Contact

Email

Billing Address

City / State / ZIP

Phone (xxx) xxx-xxxx

Fax (xxx) xxx-xxxx

Years in Business

Years

Months

If organization has been in business for one year or less, two of the following must be obtained and attached to application: (1) copy of utility bill or telephone bill in the business name, (2) copy of lease or proof of property ownership, (3) copy of bank statement addressed to the end user, (4) proof of commercial insurance

Section B: Permissible Purpose for Access to Verified Volunteers Background Checks

- ☐ For volunteer screening purposes
- ☐ For other permissible purpose (please describe)

Section C: Permissible Purpose for Access to Sterling Talent Solutions Background Checks

- ☐ For employment screening purposes
- ☐ For tenant screening purposes
- ☐ For student screening purposes
- ☐ For other permissible purpose (please describe)

Credentialing and Account Information

Verified Volunteers by Sterling Talent Solutions

Sterling Talent Solutions

Section D: References

Bank Reference

Name

Phone

Address

City

State

ZIP

Contact Name

Date Account Opened

We need this information for credentialing purposes to ensure you are a bona fide entity. The information entered here is not associated in any way with your payment to Verified Volunteers.

Trade Reference

Name

Phone

Address

City

State

ZIP

Contact Name

Doing Business Since

A trade reference is any vendor or business you regularly pay for services.

Section E: Primary Authorized User Information for your Verified Volunteers Account

Primary Authorized User Name

Title

Contact Phone (xxx) xxx-xxxx

Fax (xxx) xxx-xxxx

Email

Requested Username/Login (alpha/numeric, 6-20 characters, case sensitive)

To learn more, contact:

1-855-326-1860 (Option 1) info@verifiedvolunteers.com

Credentialing and Account Information

Verified Volunteers by Sterling Talent Solutions

Sterling Talent Solutions

Section F: Additional Authorized User(s) Information for your Verified Volunteers Account

Additional Authorized User Name

Title

Phone (xxx) xxx-xxxx

Email

Requested Username/Login (alpha/numeric, 6-20 characters, case sensitive)

Additional Authorized User Name

Title

Phone (xxx) xxx-xxxx

Email

Requested Username/Login (alpha/numeric, 6-20 characters, case sensitive)

Section G: Primary Authorized User Information for your Employee (Sterling Talent Solutions) Account

Leave blank if not signing up for employee screening or if the primary user for your employee (Sterling) account is the same as the primary user you listed for your Verified Volunteers account.

Primary Authorized User Name

Title

Contact Phone (xxx) xxx-xxxx

Email

Requested Username/Login (alpha/numeric, 6-20 characters, case sensitive)

Credentialing and Account Information

Verified Volunteers by Sterling Talent Solutions

Sterling Talent Solutions

Section H: Additional Authorized User(s) Information for your Employee (Sterling) Account

Leave blank if not signing up for employee screening or if the additional authorized users for your employee (Sterling) account are the same as the additional authorized users you listed for your Verified Volunteers account.

Additional Authorized User Name	Title

Phone (xxx) xxx-xxxx	Email

Requested Username/Login (alpha/numeric, 6-20 characters, case sensitive)

Additional Authorized User Name	Title

Phone (xxx) xxx-xxxx	Email

Requested Username/Login (alpha/numeric, 6-20 characters, case sensitive)

Verified Volunteers & Sterling Talent Solutions Set-Up Form

Verified Volunteers by Sterling Talent Solutions

Sterling Talent Solutions

Section I: Additional Information

Organization Information

1. Organization name to be listed on Verified Volunteers badge

2. Number of volunteers: Number to be screened annually:

3. Number of employees (if applicable): Number to be screened annually (if applicable):

4. ◯ Yes, please send me an email notification when the report is complete. Please direct these emails to the following email address:

◯ Only send me an email notification when a report is designated "Consider." Please direct these emails to the following email address:

◯ No, I do not need email notifications at this time.

Volunteer Payment Options for Background Checks

	Complete Package		
Volunteers Pays (fill in the percentage)			
Organization Pays (fill in the percentage)			
Total	100%	100%	100%
	☐ Volunteer is asked to make a contribution to help offset the cost of the check †	☐ Volunteer is asked to make a contribution to help offset the cost of the check †	☐ Volunteer is asked to make a contribution to help offset the cost of the check †

Volunteer Payment Options for Repository Fees

	Complete Package		
Volunteers Pays (fill in the percentage)			
Organization Pays (fill in the percentage)			
Total	100%	100%	100%
	☐ Volunteer is asked to make a contribution to help offset the cost of the check †	☐ Volunteer is asked to make a contribution to help offset the cost of the check †	☐ Volunteer is asked to make a contribution to help offset the cost of the check †

† If Volunteer pays 100% of the background check, contribution question will not be asked even if it is set to Yes. If the contribution flag is Yes and the Organization is paying any portion of the check, then the contribution question will be asked and the amount that may be contributed is displayed (up to, but not exceeding the total cost of the background check).

Verified Volunteers & Sterling Talent Solutions Set-Up Form

Verified Volunteers by Sterling Talent Solutions

Sterling Talent Solutions

Section J: Credit Reports (only if ordering Credit Reports)

Do you have an Investigation License?
(If Yes, please provide a copy with this application)

○ Yes ○ No

Estimated number of credit reports you will order monthly:

Do you already have a credit reporting software package?

○ Yes ○ No

If Yes, what is the name?:

Does your industry require a business license?
(If Yes, please provide a copy with this application)

○ Yes ○ No

If ordering credit reports and operating out of a residence, please attach a copy of a Yellow Page listing in the organization name or a phone bill.

Letter of Intent for Credit Reports: Please provide a separate letter of intent on organization letterhead that must be signed by an officer or authorized manager.

The letter must include the following:
1. Nature of business
2. Its intended use for the service
3. Anticipated monthly volume
4. Intent on whether it anticipates its access to be primarily local, regional, or national.

Credentialing and Account Information

Verified Volunteers by Sterling Talent Solutions

Sterling Talent Solutions

Authorization

I/We certify that I/We will use the credit information/consumer/investigative report for no other purpose other than what is stated in the Permissible Purpose/Appropriate Use Section on this application and for the type of business listed on this application. I/We will not resell the report to any third party. I/We understand that if my/our system is used improperly by company personnel, or if my/our access codes are made available to any unauthorized personnel due to carelessness on the part of any employee of my/our company, I/We may be held responsible for financial losses, fees or monetary charges that may be incurred and that my/our access privilege may be terminated.

I agree that a fax or photocopy of this authorization is to be considered and accepted with the same authority as the original. The person signing must be authorized by your organization to sign on its behalf. Please print this form out and physically sign the document in the Signature box.

☐ I am attaching a copy of our 501c3 tax exempt status.

☐ I agree to the terms and conditions of this agreement.

Physical Signature	Date mm/dd/yyyy
Authorized By (Print or Type Name)	**Title**
Phone (xxx) xxx-xxxx	**Email**

End User Certification

Verified Volunteers by Sterling Talent Solutions

Sterling Talent Solutions

In compliance with the Federal Fair Credit Reporting Act, as amended (the "FCRA"),

"End User" hereby certifies to Verified Volunteers that it understands and will comply with End User's obligations under the FCRA, as set forth below.

1. End User certifies that all of its orders for information products from Verified Volunteers shall be made, and the resulting reports shall be used, for the following Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq., permissible purposes only:
   a. Section 604(a)(2). As instructed by the consumer in writing.
   b. b) Section 604(a)(3)(B). For employment/volunteer purposes including evaluating a consumer for employment/volunteering, promotion, reassignment, or retention as an employee/volunteer, where the consumer has given prior written permission.

2. End User, unless End User elects to utilize Verified Volunteers' Electronic Signature product, will ensure that prior to procurement or causing the procurement of a consumer report or investigative consumer report (collectively the "report") for employment/volunteer purposes as required by law:
   a. A clear and conspicuous disclosure has been made in writing to the consumer prior to the report being procured or caused to be procured, in a document that consists of only the disclosure that a consumer report will be obtained for employment/volunteer purposes. This disclosure will satisfy all requirements identified in the Fair Credit Reporting Act, as well as any applicable state or local laws; and
   b. The consumer has authorized in writing the procurement of the report by the End User.

3. Further, End User, unless End User elects to utilize Verified Volunteers' Electronic Signature product, will additionally ensure that prior to procurement or causing the procurement of an investigative consumer report for employment/volunteer purposes as required by law:
   a. A clear and conspicuous disclosure has been made in writing to the consumer prior to the report being procured or caused to be procured, in a document that consists of only the disclosure as set forth in 2a) above, and that an investigative consumer report including information as to the consumer's character, general reputation, personal characteristics and/or mode of living will be obtained for employment/volunteer purposes; and
   b. Such disclosure contains a statement advising the consumer of his/her right to request a complete and accurate statement regarding the nature and scope of the requested investigative consumer report and his/her right to request a copy of the rights of the consumer under the FCRA, a copy of which is attached hereto ("Summary of Consumer Rights"). If the consumer makes such a request in a reasonable amount of time, End User agrees to provide the name and address of the outside agency to whom requests for any of these reports has been made. This information shall be provided no later than five days after the date on which the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.

4. Additionally, to the extent End User is requesting Verified Volunteers to provide iCORI information, End User also affirms that:
   a. End User notified the consumer in writing of, and received permission via a separate authorization for Verified Volunteers to obtain and provide CORI information to End User;
   b. End User is in compliance with all federal and state credit reporting statutes;
   c. End User will not misuse any CORI information provided in violation of federal or state equal employment opportunity laws or regulations; and
   d. End User will provide Verified Volunteers with a statement of the annual salary of the position for which the subject is screened.

5. Additionally to the extent End User requests any reports covered by the California Investigative Consumer Reporting Agencies Act ("ICRA"), California Civil Code Sections 1786 et seq., and/or the Consumer Credit Reporting Agencies Act ("CCRAA"), California Code Sections 1785.1, et seq., which require consent from the consumer. End User also affirms that:
   a. it will request and use information products solely for permissible purpose(s) identified under California Civil Code Sections 1785.11 and 1786.12; and
   b. it will provide a clear and conspicuous disclosure in writing to the consumer, which discloses solely:
      i. that an investigative Information Products may be obtained;
      ii. the permissible purpose of the investigative Information Products;
      iii. the End User's name, mailing address, website address, and toll-free telephone number;
      iv. that the report will include information on the consumer's character, general reputation, personal characteristics, and mode of living;
      v. the nature and scope of the investigation to be performed, including a summary of the provisions of California Civil Code Section 1786.22;
      vi. the consumer's right to inspect Verified Volunteers' files about the subject by providing proper identification and Verified Volunteers will provide the subject with trained personnel and explanation of any codes to help understand those files; and
      vii. a box that the consumer may check to request a copy of the report and if the consumer checks that box, a copy of the report will be sent to the consumer within three business days after End User receives the report, along with the name, address, and telephone number of the person at End User who issued the report and how to contact him/her.
   c. End User also certifies that under all applicable circumstances, it will comply with California Civil Code Sections 1785.20 and 1786.40 if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the Information Product, informing the consumer in writing of the End User's name, address, and telephone number, and provide the consumer of a written notice of his/her rights under the ICRA and CCRAA.
   d. End User also will comply with all other requirements under applicable California law, including, but not limited to, any statutes, regulations, and rules governing the procurement, use and/or disclosure of any information producers, including, but not limited to, the ICRA and CCRAA.

End User Certification

Verified Volunteers by Sterling Talent Solutions

Sterling Talent Solutions

Notice to Users of Consumer Reports: Obligations of Users under the FCRA

6. In using a report for employment/volunteer purposes, before taking any adverse action based in whole or in part on the report, the End User shall provide to the consumer or authorize Verified Volunteers on behalf of the End User to provide to the consumer to whom the report relates:
   a. A copy of the report; and
   b. A copy of the Summary of Consumer Rights and any applicable state summary of rights; and
   c. Provide the individual with a reasonable opportunity of time to correct any erroneous information contained in the report (and provide Verified Volunteers' name and contact information) and if the individual is ultimately disqualified, provide an Adverse Action letter, including the statutorily required notices identified in Section 615 of the Fair Credit Reporting Act.

End User confirms that it must inform Verified Volunteers if any requested report is not to be used for employment/volunteer purposes.

End User confirms that it will not use the information contained in a report in violation of any applicable federal, state or local equal employment opportunity or other law, rule, regulation, code or guideline, including, but not limited to the Fair Credit Reporting Act and Title VII of the Civil Rights Act of 1964. End User accepts full responsibility for complying with all such laws and using the information products it receives from Verified Volunteers in a legally acceptable fashion. To that end, End User agrees to comply with and provide all statutorily required notices in Section 615 of the Fair Credit Reporting Act or other state laws when using information products. End User accepts full responsibility for any and all consequences of use and/or dissemination of those products

End User agrees to have reasonable procedures for the fair and equitable use of background information and to secure the confidentiality of private information. End User agrees to take precautionary measures to protect the security and dissemination of all consumer report or investigative consumer report information including, for example, restricting terminal access, utilizing passwords to restrict access to terminal devices, and securing access to, dissemination and destruction of electronic and hard copy reports.

As a condition of entering into this Agreement, End User certifies that it has in place reasonable procedures designed to comply with all applicable local, state, and federal laws. End User also certifies that it will retain any information it receives from Verified Volunteers for a period of five years from the date the report was received, and will make such reports available to Verified Volunteers upon request. This certification is incorporated into and made part of the Agreement, if applicable.

End User understands that the credit bureaus require specific written approval before the following persons, entities and/or businesses may obtain credit reports: private detectives, private detective agencies, private investigative companies, bail bondsmen, attorneys, law firms, credit counseling firms, security services, members of the media, resellers, financial counseling firms, credit repair clinics, pawn shops (except companies that do only Title pawn), check cashing companies (except companies that do only loans, no check cashing), genealogical or heir research firms, dating services, massage or tattoo services, business that operate out of an apartment, individuals seeking information for their own private use, adult entertainment services of any kind, companies that locate missing children, companies that handle third party repossession, companies seeking information in connection with time shares, subscription companies, individuals involved in spiritual counseling or persons or entities that are not an End User or decision maker.

End User also confirms that while it might provide Verified Volunteers with copies of consent forms or related documents in order to provide Verified Volunteers with information necessary to provide its services, Verified Volunteers is not required to maintain copies of such documents and any obligations to retain such documents under federal or state law remain solely with End User. However, should End User elect to utilize Verified Volunteers' Electronic Signature product, Verified Volunteers will maintain electronic copies of consent forms. End User agrees to indemnify and hold harmless Verified Volunteers, its predecessors, successors and assigns, and their current and former officers, directors, volunteers, agents and independent contractors, both individually and in their official capacities from any liability and attorneys' fees incurred due to End User's violation of any of the terms of this Certification or failure to comply with applicable law.

End User also confirms that information obtained through a Social Security Number trace will not be used directly to disqualify employees/volunteers from employment or volunteering or from continued volunteerism.

End User also confirms that it shall not use Social Security Number trace results in any way, directly or indirectly, for the purpose of making employment decisions. End user will not resell this data or use it for marketing purposes. End User also confirms that it will not use Social Security Number trace information in any way that would violate the privacy obligations or any other terms and provisions of the Gramm-Leach-Bliley Act (15 U.S.C 6801 et seq.) or the Federal Drivers Privacy Protection Act (18 U.S.C. Section 2721 et seq.) or any other similar state or local statute, rule or regulation.

End User hereby acknowledges receipt of the Summary of Consumer Rights and receipt of "Notice to Users of Consumer Reports: Obligations of Users under the FCRA", also attached hereto.

Authorized Signature	Date mm/dd/yyyy
Organization/End User	**Name/Title**

Notice to Users of Consumer Reports: Obligations of Users under the FCRA

All users of consumer reports must comply with all applicable regulations, including regulations promulgated after this notice was first prescribed in 2004. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

The Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Bureau of Consumer Financial Protection's website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Bureau's website. Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. .OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

1. As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
2. As instructed by the consumer in writing. Section 604(a)(2)
3. For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
4. For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
5. For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
6. When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
7. To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
8. To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
9. For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
10. For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

End User Certification

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Sterling Talent Solutions

Notice to Users of Consumer Reports: Obligations of Users under the FCRA

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identify theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Consumer Financial Protection Bureau and the banking and credit union regulators. The Consumer Financial Protection Bureau regulations will be available at www.consumerfinance.gov/learnmore/.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Consumer Financial Protection Bureau, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Consumer Financial Protection Bureau regulations may be found at www.consumerfinance.gov/learnmore/.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the Consumer Financial Protection Bureau. Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If the information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2). The procedures for investigative consumer reports and volunteer misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation.
- This must be made in a written statement that is mailed or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

Notice to Users of Consumer Reports: Obligations of Users under the FCRA

V. SPECIAL PROCEDURES FOR EMPLOYMENT INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an volunteer or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the volunteer if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) -- the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or a permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 614(d). This practice is known as "prescreening" and typically involves obtaining a list of consumers from a CRA who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral. The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report.
- The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the Consumer Financial Protection Bureau has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

1. Disclose the identity of the end-user to the source CRA.
2. Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
3. Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
   - the identify of all end-users;
   - certifications from all users of each purpose for which reports will be used; and
   - certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The Consumer Financial Protection Bureau website, www.consumerfinance.gov/learnmore, has more information about the FCRA.

Citations for FCRA Sections in the US Code, 15 U.S.C. § 1681 et seq.:

Section 603	Section 609	Section 618	Section 626	15 U.S.C. 1681c-1	15 U.S.C. 1681j	15 U.S.C. 1681r	15 U.S.C. 1681x
Section 604	Section 610	Section 619	Section 627	15 U.S.C. 1681c-2	15 U.S.C. 1681k	15 U.S.C. 1681s	15 U.S.C. 1681y
Section 605	Section 611	Section 620	Section 628	15 U.S.C. 1681d	15 U.S.C. 1681l	15 U.S.C. 1681s-1	
Section 605A	Section 612	Section 621	Section 629	15 U.S.C. 1681e	15 U.S.C. 1681m	15 U.S.C. 1681s-2	
Section 605B	Section 613	Section 622	15 U.S.C. 1681	15 U.S.C. 1681f	15 U.S.C. 1681n	15 U.S.C. 1681t	
Section 606	Section 614	Section 623	15 U.S.C. 1681a	15 U.S.C. 1681g	15 U.S.C. 1681o	15 U.S.C. 1681u	
Section 607	Section 615	Section 624	15 U.S.C. 1681b	15 U.S.C. 1681h	15 U.S.C. 1681p	15 U.S.C. 1681v	
Section 608	Section 616	Section 625	15 U.S.C. 1681c	15 U.S.C. 1681i	15 U.S.C. 1681q	15 U.S.C. 1681w	

Para informacion en espanol, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

End User Certification

Verified Volunteers

Sterling Talent Solutions

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

  In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1. a. Banks, savings associations, and credit unions with total assets of over $10 billion and their affiliates.	a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552
b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:	b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above	
a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street Suite 3450 Houston, TX 77010-9050
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act	b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations	c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal Credit Unions	d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590
4. Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street SW Washington, DC 20423
5. Creditors Subject to Packers and Stockyards Act	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F St NE Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive Mclean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357

Service Agreement

Verified Volunteers by Sterling Talent Solutions

Sterling Talent Solutions

Service Agreement

Verified Volunteers, a division of Sterling Infosystems Inc. ("Verified Volunteers"), and the client named below ("Client") agree that Verified Volunteers shall make available to Client volunteer and pre-employment screening services ("Services") subject to this Service Agreement ("Agreement"). The Effective Date of this Agreement is as set forth below Verified Volunteers' signature. In consideration of the mutual obligations set forth in this Agreement, each party agrees to the terms and conditions below and represents that this Agreement is executed by its duly authorized representative:

	Verified Volunteers		
		Client:	
Signature:		Signature:	
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	

1. **Services**
   a. Verified Volunteers shall make available to Client the services listed on Attachment A attached hereto at the prices set forth on such Attachment. Verified Volunteers and Client agree that Client's orders for background checks hereunder are expected to commence on or about __________ (the "Commencement Date"). Any twelve (12) month period starting on the Commencement Date or anniversary thereof is referred to as a "Contract Year".
   b. The initial term of this Agreement shall commence on the Effective Date or such other date as the parties may agree in writing, and continue for a term of thirty-six (36) months after the Commencement Date. Thereafter this Agreement shall automatically renew for additional twelve (12) month terms unless either party gives notice of its intent not to renew at least thirty (30) days prior to the end of the initial term or renewal term, as applicable; provided that Verified Volunteers shall not commence the provision of Services until Client has completed and executed the End User Certification and Credentialing Application in the form determined by Verified Volunteers, the terms of which are incorporated by reference herein, and the Credentialing Application has been approved. The initial term and any renewal period constitute "the Term" of this Agreement.
   c. During the Term, Verified Volunteers shall be Client's exclusive provider of volunteer screening services, including without limitation verifications and motor vehicle and criminal background searches.

2. **Invoicing and Payment**
   a. Verified Volunteers will invoice Client monthly and payment shall be due within thirty (30) days of the date of invoice. A late payment charge equal to the lesser of 1½% per month or the highest lawful rate may be applied to any outstanding balances until paid.
   b. Verified Volunteers reserves the right to revise its pricing for Services upon thirty (30) days written notice. In addition, Client acknowledges that Verified Volunteers' pricing on Attachment A is based on Client's projected annual volume (which may be measured in number of volunteers screened and/or the amounts payable to Verified Volunteers) as set forth on such Attachment. In the event Client's actual volume, by one or more measure on Attachment A, as of the end of a Contract Year is less than 90% of such projected volume, Verified Volunteers may revise its pricing upon written notice to Client. Notwithstanding the foregoing, in the event state or local government fees payable by Sterling in connection with the provision of Services increase during the Term, Verified Volunteers may pass along such price increase to Client upon notice.
   c. Client will pay any applicable taxes relating to this Agreement, other than taxes based on Verified Volunteers' income and franchise-related taxes.

3. **Restrictions on Use**
   a. Client will obtain and use any Consumer Report or Investigative Consumer Report, as those terms are defined in the Fair Credit Reporting Act ("FCRA"), solely for the purpose(s) designated by the Client in the Credentialing Application and in accordance with the End User Certification signed by the Client. Client will not provide any part of the Services to others, whether directly or indirectly, through incorporation in a database, report or otherwise.

      Client will use the Services only in compliance with all applicable local, state, federal and international laws, rules, regulations or requirements, including, but not limited to the FCRA and the Fair and Accurate Credit Transactions Act ("FACTA") and applicable state and local laws and regulations.

4. **Confidentiality**
   a. Client shall not disclose any background screening reports provided by Verified Volunteers hereunder except as permitted by this Agreement or required by law, provided that Client is not prohibited from disclosing such report to the subject of such report.
   b. Each party ("Recipient") will treat all information provided by the other party ("Discloser") that Discloser designates in writing to be confidential in the same manner as Recipient treats its own confidential information. Discloser represents and warrants that it has all necessary legal rights, title, consents and authority to disclose such confidential information to Recipient. Confidential information shall not include information that (i) is or becomes a part of the public domain through no act or omission of Recipient; (ii) was in Recipient's lawful possession prior to Discloser's disclosure to Recipient; (iii) is lawfully disclosed to Recipient by a third party with the right to disclose such information and without restriction on such disclosure; or (iv) is independently developed by Recipient without use of or reference to the confidential information. Client shall not disclose the negotiated pricing or terms of this Agreement to any third party.

Attachment: Verified Volunteers (1741 : Contract with Verified Volunteers)

Service Agreement

5. **Disclaimers**
   a. Client acknowledges that the depth of information collected by Verified Volunteers varies among sources and Verified Volunteers cannot act as an insurer or guarantor of the accuracy, reliability or completeness of the data. Client shall be responsible for determining that its use of the Services complies with all applicable federal, state or local laws, rules or regulations, including but not limited to FCRA and FACTA.
   B. EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, ALL SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, (1) VERIFIED VOLUNTEERS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND (2) VERIFIED VOLUNTEERS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE AND DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING AVAILABILITY OF A SERVICE, SERVICE LEVELS OR PERFORMANCE.

6. **Limitation of Liability**
   A. NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
   B. EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE TOTAL AMOUNT PAID AND PAYABLE BY CLIENT HEREUNDER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LOSS, DAMAGE, INJURY, CLAIM, COST OR EXPENSE OCCURRED.
   c. Notwithstanding anything to the contrary, the exclusions and limitations set forth in Section 6a and Section 6b above shall not apply with respect to breach of Section 3 or 4.

7. **Termination**
   a. Verified Volunteers may immediately suspend Services, in whole or in part, under this Agreement without notice (i) upon Client's failure to pay amounts when due, (ii) if Client files bankruptcy or reorganization or fails to discharge an involuntary petition within sixty (60) days after filing date, or (iii) if Verified Volunteers reasonably believes that its provision, or Client's use, of the Services shall violate the FCRA or other applicable law. In the event of material breach of this Agreement by Client or Verified Volunteers, the non-breaching party may terminate this Agreement if such breach is not cured within forty-five (45) days of written notice of breach; provided that if such breach is not capable of being cured the non-breaching party may terminate this Agreement upon written notice.
   b. The provisions set forth in Sections 4, 5, 6, 7.b, 8 and 9 will survive the termination of this Agreement.

8. **Choice of Law; Disputes**
   a. This Agreement is governed by and construed in accordance with the laws of the State of New York, without regard to choice of law provisions. Any disputes arising out of this Agreement that cannot be resolved by the parties will be brought in state or federal court located in New York County, New York.

9. **Miscellaneous**
   a. This Agreement, addenda, exhibits and/or schedules (including the End User Certification and Credentialing Application) constitute the entire agreement between Verified Volunteers and Client regarding the Services. All prior agreements, both oral and written, between the parties on the matters contained in this Agreement are expressly cancelled and superseded by this Agreement. In no event shall any terms or conditions included on any form of Client purchase order apply to the relationship between Verified Volunteers and Client hereunder, unless such terms are expressly agreed to by the parties in writing. Any amendments of or waivers relating to this Agreement must be in writing signed by the party, or parties, to be charged therewith.
   b. This Agreement binds and inures to the benefit of the parties and their successors and permitted assigns, except that neither party may assign this Agreement without the prior written consent of the other party; however, Verified Volunteers may assign the Agreement to any of its affiliated companies or in connection with a merger or consolidation involving Verified Volunteers (so long as the assignment is to the newly merged or consolidated entity) or the sale of substantially all of Verified Volunteers' assets (so long as the assignment is to the acquirer of such assets).
   c. Verified Volunteers may reach out directly to volunteers to assist them in the ordering process, and may, on occasion, communicate with volunteers to promote those elements of our platform that build out the Verified Volunteers community, including, but not limited to, our Fast-Pass sharing and recruiting elements.

Service Agreement

Verified Volunteers by Sterling Talent Solutions

Sterling Talent Solutions

Attachment A: Verified Volunteers Product & Service Pricing

For Volunteers

Expected Annual Spend (in $) per Contract Year :

Expected Annual Volume (in number of volunteers screened) per Contract Year :

CLIENT INITIAL :

NEW ORDER SERVICES	BASE PRICE
Complete Package	$33
Social Security Trace	
Nationwide Criminal Database Search with primary source validation	
Department of Justice National Sex Offender Registry (DRU Sjodin/NSOPW)	
Government Sanctions/Watch List (OFAC)	
County/state searches from last seven year's address history (based on SSN Trace)	
Arrest Direct Database Search with primary source validation	
Alias/maiden name searches across the above (based on SSN Trace)	
Monthly Updates using the Nationwide Database Search (for the first year)	
Advanced Package	
Social Security Trace	
Nationwide Criminal Database Search with primary source validation	
Department of Justice National Sex Offender Registry (Dru Sjodin/NSOPW)	
Government Sanctions/Watch List (OFAC)	
Current County/state of residence	
Monthly Updates using the Nationwide Database Search (for the first year)	
A la Carte Items	
Managed Adverse Action - Optional	$4
One Time Activation/Implementation/Training Fee	$500

NOTE: Pricing excludes fees charged by state, county and motor vehicle repositories.

To learn more, contact:

1-855-326-1860 (Option 1) info@verifiedvolunteers.com

Attachment A: Our Products & Services

For Volunteers

FAST-PASS / SHARED SERVICES	BASE PRICE
Fast-Pass Shared Criminal Packages	FREE

REBATES	REBATE
Rebates from Fast-Pass Sharing by Volunteers with Other Organizations*	up to $4.00

*Received when your organization has paid for a portion of the original background check and the volunteer has purchased the Fast-Pass (unlimited sharing subscription). Rebates of $2.00 are given for the first two shares marked "Eligible" by other organizations.

Service Agreement

Verified Volunteers by Sterling Talent Solutions

Sterling Talent Solutions

Attachment A: Our Products & Services

For Employee Applicants

Expected Annual Spend (in $) per Contract Year :

Expected Annual Volume (in number of employees screened) per Contract Year :

CLIENT INITIAL :

NEW ORDER SERVICES	BASE PRICE

NOTE: Pricing excludes any fees charged by state, county, and motor vehicle repositories, and employment and education vendor providers.

Signatures

VERIFIED VOLUNTEERS			
		Organization Name:	
Date:		Date:	
Signature:		Signature:	
Printed Name:		Printed Name:	
Printed Title:		Printed Title:	

*Please note that all facsimile signatures are acceptable as binding.

Police Department
James O'Neill
7240 E. Main Street
Reynoldsburg OHIO 43068
614-322-6947 Phone

ORDINANCE REQUEST

DATE: **May 22, 2017**

TO: **Finance Committee**

RE: ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST. (Second Reading 5/08/2017).

The following items are no longer in use or functioning and need to be removed from the fixed asset list:

Computer
Fixed Asset
Disposal List

MANUFACTURER	MODEL	Serial Number	ASSET TAG (Red)	ASSET TAG (Blue)
DELL	Optiplex 740	GGGXQD1	01898	C00129
DELL	XPS M1210	J1S1HC1	02221	C00245
PANASONIC	CF-51	CF-51ABLDAKM	02138	C00089
PANASONIC	CF-30	CF-30FCS75AM	02253	none
PANASONIC	CF-29	CF-29NBLGZBM	02176	C00246
PANASONIC	CF-30	CF-30FCS75AM	02254	C00249

Service Department

Bill Sampson
7232 E. Main Street
Reynoldsburg OH 43068
614-322-6884 Phone

ORDINANCE REQUEST

DATE: **May 22, 2017**

TO: **Finance Committee**

RE: ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST. (Second Reading 5/08/2017).

The Building Department requests the following items be removed from the Fixed Asset List and be auctioned off.

Asset Tag# 2055 (Unit 104) 2003 GMC Sonoma 1GTCS14H638259448

Asset Tag# 2056 (Unit 106) 2003 GMC Sonoma 1GTCS14H438224861

Building Department
City Of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

MEMORANDUM

Date: April 12, 2017
To: Reynoldsburg City Council Members
Re: Resolution to remove two vehicles from the asset list

The Building Department asks for approval to remove two vehicles from the asset list and auction them off on (govdeals.com). These two trucks were recently replaced with SUV's and no longer have a useful purpose for the city. We recently started using GovDeals (essentially eBay for government) to properly remove and repurpose vehicles, equipment, furniture, etc. from our asset list. This on line auction site is strictly for government agencies to list on but anyone can bid on the items. This nationally used site has been very profitable for many agencies that would have simply scraped old stuff. On their web site are many success stories from agencies near and far that have been using this auction for several years.

City Attorney's Office

Jed Hood
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

MOTION REQUEST

DATE:	**May 22, 2017**
TO:	**Finance Committee**
RE:	**Motion to Authorize the City Attorney to Apply for the Ohio Attorney Generals 2017-2018 VOCA/SVAA Grant.**

Please see attached information. The grant materials are due back to the AG's office by June 1, 2017.

MIKE DEWINE
★ OHIO ATTORNEY GENERAL ★

History of VOCA and SVAA

The Victims of Crime Act (VOCA) was passed by Congress and signed into law by President Reagan on October 12, 1984, and establishes within the U. S. Treasury an account known as the Crime Victims' Fund. Millions of dollars are deposited annually into the fund from criminal fines, penalties, forfeited bail bonds, and special assessments collected by the federal government. Crime Victims' Fund dollars have always come from offenders convicted of federal crimes, not from taxpayers.

The VOCA Formula Grant Program provides federal funding to support victim assistance and compensation programs such as those which benefit victims by providing training for professionals who work with victims, by developing projects to enhance victims' rights and services, and by undertaking public education and awareness activities on behalf of crime victims. The yearly grant amount awarded to each state includes a base amount of $500,000 and additional funds based on the state's population. States apply each year for the federal grant and then award VOCA Victim Assistance funds to eligible public and nonprofit organizations. The Attorney General's Office has been designated as the administrator of the Crime Victims Assistance Grant in Ohio.

The State Victims Assistance Act (SVAA) was passed by the Ohio Legislature and signed into law in 1984, and establishes the Crime Victim Services Section (CVS) of the Ohio Attorney General's Office (OAG). CVS administers the Crime Victims Fund, made up of court costs paid by offenders, driver's license reinstatement fees, and federal grant monies to provide compensation to innocent victims of violent crime who have suffered an unrecoverable economic loss as a result of their victimization, and also administers VOCA and SVAA grants. The guidelines, eligibility requirements, and application process for VOCA and SVAA grants are very similar. This application may be used for either or both types of grants, and differences between the two programs will be highlighted throughout these guidelines.

The U. S. Department of Justice, Office of Justice Programs, Office for Victims of Crime has issued guidelines and rules to implement the grant provisions of VOCA. In the following sections, those federal guidelines have been integrated with administrative guidelines adopted by OAG and guidelines for SVAA grants. All applications will be reviewed by OAG staff. Recommendations regarding all applications and funding levels will be made to the Attorney General, who approves all final VOCA and SVAA grant awards. A Letter of Determination and a Grant Award and Acceptance form will be mailed to grant recipients after decisions are made.

Period of Funding

VOCA and SVAA funds will be awarded for the **2016-2017** period beginning on or after **October 1, 2016 and ending September 30, 2017.** Only expenses incurred within the grant period are eligible to be paid with 2016-2017 funds. VOCA funds are paid by reimbursement to grant recipients. **All payments will be issued upon receipt/verification of monthly financial reports due by the 15th of each month. This**

process will continue throughout the grant cycle. SVAA funds are disbursed quarterly in advance.

Eligibility

In order to be eligible for VOCA or SVAA grants, a victim assistance program must be operated by either a public agency or a private nonprofit organization; direct service to victims of crime must be a core component of the organization's mission and operations. This includes organizations such as rape crisis centers, domestic violence shelters, child abuse treatment facilities, and community-based victim service organizations. However, serving crime victims need not be an organization's sole purpose. Eligible organizations may also include:

- Criminal justice agencies: state and local law enforcement, prosecutor's offices, courts, and probation and paroling authorities, among others, are eligible to receive funding. Federal agencies are not eligible. Grants made to law enforcement agencies must be used for direct services to victims. Normal law enforcement activities aimed at prosecution or crime reduction are not eligible for grant funding.
- Faith-based organizations: these must ensure that services are offered to all victims regardless of religious affiliation and that the receipt of services is not contingent upon participation in a religious activity or event. Additional eligibility requirements of faith-based organizations may be found in later portions of this application.
- Hospitals and emergency medical facilities that officer crisis counseling, support groups, or other types of direct, immediate victim services: in-patient treatment facilities are not eligible, except for emergency, short-term nursing home shelter for elder abuse victims for whom no other safe, short-term residence is available.
- Others: state and local public agencies such as mental health service organizations, legal services agencies, and public housing authorities that have components specifically designed to serve crime victims.

General Eligibility Provisions

In addition to the statutory provisions of VOCA, these general program provisions have been prepared by the Office for Victims of Crime and OAG. Eligible victim service providers should review this section carefully in order to assure program compliance.

1. The organization must utilize volunteers in providing services unless a compelling reason exists not to. Compelling reasons may include statutory or contractual provisions concerning liability or confidentiality of counselor/victim information, which bars using volunteers for certain positions, or the inability to recruit and maintain volunteers after a sustained and aggressive effort. A waiver must be obtained from OAG.
2. The organization must provide services to victims of federal crimes on the same basis as victims of state or local crimes.

3 The organization must promote, within the community, coordinated public and private efforts to aid crime victims. Coordination may include, but is not limited to, serving on state, federal, local, or Native American task forces, commissions, working groups, coalitions, or multi-disciplinary teams. Coordination efforts also include developing written agreements that contribute to better and more comprehensive services to crime victims.

4 The organization must assist victims in seeking Victims of Crime Compensation benefits, including maintaining a supply of Compensation brochures and applications, establishing procedures to identify clients who may be eligible for Compensation, ensuring that all VOCA-funded staff are familiar with the Compensation program, assisting clients with the application process, and checking on claim status. The organization must also provide services beyond compensation assistance and referral.

5 The organization must provide VOCA-supported services at no charge to victims. Any deviation from this provision requires prior approval from the Ohio Attorney General's Office.

6 The organization must comply with the applicable provisions of VOCA, the Program Guidelines, and the requirements of the OJP Financial Guide, effective edition (www.ojp.gov/financialguide), which includes maintaining appropriate programmatic and financial records that fully disclose the amount and disposition of VOCA funds received. This includes financial documentation for disbursements, daily time and attendance records specifying time devoted to allowable VOCA victim services, client files, the portion of the project supplied by other sources of revenue, job descriptions, contracts for services, and other records which facilitate an effective audit.

7 The organization must maintain confidentiality of client information as required by federal and state law.

8 The organization must be able to demonstrate a record of providing effective services to crime victims. This includes having the support and approval of its services by the community, a history of providing direct services in a cost-effective manner, and financial support from other sources. Those programs that have not yet demonstrated a record of providing services may be eligible to receive VOCA funding, if they can demonstrate that at least 25 percent of their financial support comes from other sources besides VOCA. It is important that organizations have a variety of funding sources besides VOCA funding in order to ensure their financial stability.

9 The organization must maintain statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability, within the timetable established by the Ohio Attorney General's Office; and must permit reasonable access to its books, documents, papers, and records to determine whether the subrecipient is complying with applicable civil rights laws. This requirement is waived when providing a service, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the victim.

10 The organization must abide by any additional eligibility or service criteria as established by the Ohio Attorney General's Office, including submitting statistical and programmatic information on the use and impact of VOCA funds, as requested by the Ohio Attorney General's Office.

11 To be eligible to receive VOCA funds, organizations must be operated by public or nonprofit organization, or a combination of such organizations, and provide services to crime victims.

12 Programs receiving VOCA funds must follow certain procedures regarding the confidentiality of research information, details of which can be found in later portions of this application.

13 Programs receiving VOCA funds must meet matching requirements, details of which can be found in later portions of this application.

Private Non-Profit Agencies

In addition to the requirements above, private non-profit agencies must also meet the following criteria:

The organization must have obtained Articles of Incorporation certifying that the agency is registered with the Ohio Secretary of State as a private non-profit agency.

Priority Programs and Funding Underserved Victim Populations

VOCA

Under VOCA, priority shall be given to victims of sexual assault, domestic violence, and child abuse. Thus, a minimum of 10% of each federal fiscal year's grant (30% total) will be allocated to each of these categories of crime victims.

The Ohio Attorney General's Office defines a priority program as one whose principal mission is to offer comprehensive specialized services tailored to the needs of one or more of the three priority categories of victims. An additional 10% of each VOCA grant will be allocated to victims of violent crime (other than "priority" category victims) who were previously "underserved." These underserved victims may include, but are not limited to, victims of violent federal crimes, survivors of homicide victims, or victims of assault, robbery, gang violence, hate crimes, intoxicated drivers, and elder abuse.

SVAA

Pursuant to R.C. 109.91(C)(2), financial aid to crime victim assistance programs shall be based upon the following priorities.

- Programs in existence on July 1, 1985 shall be given first priority.
- Programs established after July 1, 1985 or new programs proposing to offer the broadest range of services and referrals to the community shall be given second priority. Experience and expertise in providing quality services, financial stability, and compliance with administrative requirements are taken into account.
- Other qualified programs shall be given last priority.

Allowable and Unallowable Services, Activities, & Costs

Throughout the history of VOCA and SVAA, Congress and the Ohio Legislature have provided guidance on the types of direct services for which they intend the grants to be used. Generally, only direct service to crime victims and the necessary administration and coordination of such services is allowable. Additionally, there are some expenses that are not allowable under a VOCA or SVAA grant regardless of their benefit to crime victims. Some are listed here.

Unallowable expenses:

- Activities related exclusively to crime prevention. Grant funds may be used to support outreach such as presentations in the community as long as they are designed specifically to identify crime victims and provide or refer them to needed services.
- Political activity, lobbying or advocacy on behalf of legislation, administrative reform, or improving the criminal justice system, whether conducted directly or indirectly
- Activities directed at prosecuting an offender and/or improving the criminal justice system's effectiveness and efficiency, such as witness notification and management activities and expert testimony at a trial. Prosecutor-based victim/witness assistance programs that provide both victim services and witness notification services may receive funding support only for that portion of the program that provides direct services to crime victims. In addition, victim witness protection costs and subsequent lodging and meal expenses are considered part of the criminal justice agency's responsibility and cannot be supported with VOCA funds.
- Fundraising activities
- Indirect organizational costs such as the costs of liability insurance on buildings, capital improvements, security guards, property losses and expenses, real estate purchases, mortgage payments, and construction.
- Reimbursement to victims for expenses incurred as a result of a crime such as insurance deductibles, replacement of stolen property, funeral expenses, lost wages, and medical bills.
- Research and studies, except for project evaluation
- Victim assistance grant funds cannot support medical costs resulting from a victimization, except for forensic medical examinations for sexual assault victims.
- Salaries, fees, and reimbursable expenses associated with administrators, board members, executive directors, consultants, coordinators and other individuals unless these expenses are incurred while providing direct services to crime victims.
- Services for which the provider intends to bill Medicaid or any other federal institution or program. Medicaid may not be billed for work funded by VOCA

- Costs of fines and penalties resulting from violations of, or failure of the organization to comply with federal, state, and local laws and regulations except when incurred as a result of compliance with specific provisions of an award or instructions in writing from the awarding agency. (2 C.F.R. 230 Appendix B paragraph 16)
- Contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening. The term “contingency reserve” excludes self-insurance reserves (see 2 C.F.R. 230 Appendix B, paragraphs 8.g.(.3) and 22.a(2)(d)); pension funds (see 2 C.F.R. 230 Appendix B, paragraph 8.i); and reserves for normal severance pay (see 2 C.F.R. 230 Appendix B, paragraph 8.k.)
- Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable. (2 C.F.R. 230 Appendix B paragraph 14)
- Overtime, extra-pay shift, and multi-shift premiums are only allowable with the prior approval of the awarding agency. (2 C.F.R. 230 Appendix B paragraph 8.f)
- No federal funds may be used as matching funds. (2 C.F.R. 230 Appendix A (A)(2)(f))
- Gift cards or gas cards, even if for victims
- Other items as determined by the awarding agency (OAG)

Allowable Expenses

A non-exhaustive list of some examples:

- Services that immediately respond to the emotional and physical needs (excluding medical care) of crime victims such as crisis intervention, accompaniment to hospitals for medical examinations, hotline counseling, emergency food, clothing, transportation, and shelter, and other emergency services that are intended to restore the victims' sense of security. Also allowable is emergency legal assistance, such as filing restraining orders and obtaining emergency custody/visitation rights when such actions are directly connected to family violence cases and are taken to ensure the health and safety of the victim
- Services that are directed to the needs of the victims who participate in the criminal justice process. These services may include advocacy on behalf of crime victims; accompaniment to criminal justice offices and court; transportation to court; child care or respite care to enable to a victim to attend court; notification of victims regarding trial dates, case disposition information, and parole consideration procedures; and assistance with victim impact statements.
- Services and activities that assist the primary and secondary victims of crime in understanding the dynamics of victimization and in stabilizing their lives after a victimization, such as short-term counseling, group treatment, and therapy. “Therapy” refers to intensive professional

psychological/psychiatric treatment for individuals, couples, and family members related to counseling to provide emotional support in crises arising from the occurrence of crime. This includes the evaluation of mental health needs, as well as the actual delivery of psychotherapy.

- Services that offer an immediate measure of safety to crime victims such as boarding-up broken windows and replacing or repairing locks, and emergency financial assistance such as for transportation, food, clothing, emergency housing, etc.
- Costs that are necessary and essential to providing direct services such as pro-rated costs of rent, telephone service, transportation costs for victims to receive services, emergency transportation costs that enable a victim to participate in the criminal justice system, and local travel expenses for direct service providers
- Services which assist crime victims with managing practical problems created by the victimization such as acting on behalf of the victim with other service providers, creditors, or employers; helping to recover property retained as evidence; filing for compensation benefits; and helping to apply for public assistance
- Costs that are directly related to providing direct services, such as staff salaries and fringe benefits, including malpractice insurance; advertising costs associated with recruiting personnel and volunteers; and training costs for paid and volunteer staff.
- Mileage is an allowable expense but must incorporate gas, maintenance, etcetera in one established rate. Such expenses are only allowable as part of a single mileage rate of $0.52. Mileage to provide direct services (such as to take a victim to court) should be listed in the ‘travel’ section of the budget. Mileage expenses for training purposes should be built into training costs under the ‘other’ section of the budget.
- Coordination of activities including crisis response teams, computer storage, websites, state-wide victim response.
- For a more exhaustive list of allowable expenses, please refer to the Federal Register, Vol. 81, No. 131, pages 44515-44535. (https://www.federalregister.gov/documents/2016/07/08/2016-16085/victims-of-crime-act-victim-assistance-program)

Other Related Allowables

Some services, activities, and costs may be allowable even though they do not constitute direct service to crime victims. Before being allowed, however, OAG must agree in writing that direct services to crime victims cannot be offered without support for these expenses, that the subrecipient has no other source of support for them, and that only limited amounts of grant funds will be used for these purposes

- Certain staff or volunteer training necessary to providing direct service. Priority should be given to grant-funded staff, and the training must focus on skills development. Grant funds cannot be used for management and administrative training for executive directors, board members, and other individuals that do not provide direct services.

- Indirect Costs not elsewhere identified as unallowable. If the organization has a federally negotiated indirect cost rate, they are permitted to use it. If the organization had a negotiated rate, and it has expired, the organization is not eligible to utilize indirect costs until that rate is active. All other organizations are permitted to use an indirect cost rate of 10% of modified total direct costs. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, and contracts in excess of $25,000.
- Grant funds can be used to purchase materials such as books, training manuals, and videos for direct service providers, within the grant-funded organization, and can support the costs of a trainer for in-service staff development. Staff from other organizations can attend in-service training activities that are held for the subrecipient's staff.
- Grant funds can support costs such as travel, meals, lodging, and registration fees for **paid** staff to attend training within the state. Subrecipients should first look for available training within their immediate geographical area to minimize costs. However, when needed training is unavailable within the immediate geographical area, subrecipients may use grant funds to support training outside of the geographical area with prior approval from the grantor.
- Grant funds may be used to purchase furniture and equipment that provides or enhances direct services to crime victims. Funds cannot support the entire cost of an item that is not used exclusively for victim-related activities. However, grant funds can support a prorated share of such an item. In addition, subrecipients cannot use funds to purchase equipment for another organization or individual to perform a victim-related service. Examples of allowable costs may include; video-recording equipment and players for interviewing children; braille equipment; colposcopes; and equipment and furniture for shelters, work spaces, victim waiting rooms, and children's play areas.
- Subrecipients may use grant funds to purchase or lease vehicles if they can demonstrate that such an expenditure is essential to delivering services to crime victims. Prior approval must be given for all such purchases.
- Grant funds generally should not be used to support contract services. At times, however, it may be necessary for subrecipients to use a portion of the grant to contract for specialized services. Examples of these services include assistance in filing restraining orders or establishing emergency custody/visitation rights (the provider must have a demonstrated history of advocacy on behalf of domestic violence victims); forensic examinations on a sexual assault victim to the extent that other funding sources are unavailable or insufficient; emergency psychological or psychiatric services; or sign and/or interpretation for the deaf or for crime victims whose primary language is not English. Subrecipients are prohibited from using a majority of funds for contracted services, which contain administrative, overhead, and other indirect costs included in the hourly or daily rate.
- Advanced technologies, such as computers to increase a subrecipient's ability to reach and serve crime victims.

- Allowable operating costs include supplies; equipment use fees, when supported with usage logs; printing, photocopying, and postage; brochures which describe available services; and books and other victim-related materials. Grant funds may support administrative time to complete grant-required time and attendance sheets and programmatic documentation, reports, and statistics; administrative time to maintain crime victims' records; and the prorated share of audit costs.
- Supervision of direct service providers, such as in the case of a volunteer coordinator who recruits, trains, and supervises volunteers who provide victim service
- Grant funds may be used to support presentations that are made in schools, community centers, or other public forums, and that are designed to identify crime victims and provide or refer them to needed services. Specifically, activities and costs related to such programs including presentation materials, brochures, and newspaper notices can be supported by grant funds.
- Grant funds may be used for repair or replacement of items that contribute to maintaining a healthy and/or safe environment for crime victims, such as a furnace in a shelter. In the event that a vehicle is purchased with grant funds, related items, such as routine maintenance and repair costs, and automobile insurance are allowable. To be allowable, repair and replacement expenditures must meet the following conditions:
    - The building or vehicle is owned by the subrecipient organization and not rented or leased
    - All other sources of funding have been exhausted
    - There is no available option for providing the service in another location
    - The cost of the repair or replacement is reasonable considering the value of the building or vehicle.
    - The cost of the repair or replacement is prorated among all sources of income

Reporting & Monitoring

VOCA and SVAA recipients are required to maintain appropriate programmatic and financial records that fully disclose the amount and disposition of VOCA and/or SVAA funds received (i.e., daily time and attendance records; the total cost of the project; receipts for expenditures), the portion of the project supplied by other sources, matching funds/sources, and other records which will facilitate an effective audit.

VOCA and SVAA recipients are required to provide a quarterly Outcome Measure Survey (OCM) Report and federal Performance Measure report. The OCM Summary report compiles survey

results received by each program from clients that have been served. This report is due quarterly on the 15th of the month following the close of the quarter.

The federal Performance Measures Report is a statistical report identifying number of individuals accessing services, demographic information and type of services received. This report is to be submitted ~45 days after the close of each quarter.

Finally, VOCA and SVAA recipients are required to register as a vendor with Ohio Shared Services (OSS) to receive grant payments through EFT. The procedure for fulfilling this requirement will be provided in the Fiscal Policies and Procedure Guidelines provided at the time of the award.

Upon request, recipient organizations must allow authorized representatives from the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice and the Ohio Attorney General's Crime Victims Section to examine documents such as, but not limited to:

1. Financial records, reports, and audit reports.
2. Policies and procedures governing the organization and the grant funds.
3. Programmatic records of victim services.
4. Timekeeping records, personnel files of employees that are grant funded, and other supporting documentation for costs supported by the grant funds.

VOCA recipients are required to submit Monthly Financial Reports, due no later than the 15th day of each month. Further, non-profit organizations, institutions of higher education, and governmental agencies that expend $750,000 or more in federal funds per year must have an organization-wide financial and compliance audit as required by the federal Single Audit Act of 1984. This audit must be performed in conformity with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Grantees must submit audit reports within 9 months after the end of the fiscal year.

SVAA recipients must submit Quarterly Financial Reports. All funds from each quarter must be expended, and financial reports must be filed in a timely manner. Failure to expend funds or file reports in a timely manner may result in suspension or termination of the grant award. These report forms are to be completed by sub-recipients no later than 15th of the month ending each quarter (January 15, April 15, July 15, and October 15).

Recipients of both VOCA and SVAA funds must comply with both reporting requirements. Failure to file reports or expend funds in a timely manner may result in the suspension or termination of the grant award.

Nothing in these guidelines precludes the AGO from conducting a site-visit, desk monitoring or other assessment more often than once per year. In certain situations, a contract may be monitored either on-site or through desk monitoring on a regular and frequent basis to assure compliance. These situations may include, but are not limited to:

- A report to the AGO of the mishandling of grant funds;
- A report of the use of grant funds for ineligible activities;
- Discrepancies noted on financial reports

Confidentiality of Research Information

Except as otherwise provided by federal law, no recipient of monies under VOCA shall use or reveal any research or statistical information furnished under this program by any person, and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with VOCA. Such information, and any copy of such information, shall be immune from legal process and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial, legislative, or administrative proceeding. See Section 1407(d) of VOCA, codified at 42 U.S.C. 10604.

These provisions are intended, among other things, to assure the confidentiality of information provided by crime victims to counselors working for victim services programs receiving VOCA funds. Whatever the scope of application given this provision, it is clear there is nothing in VOCA, or its legislative history, to indicate that Congress intended to override or repeal, in effect, a state's existing law governing the disclosure of information, which is supportive of VOCA's fundamental goal of helping crime victims. For example, this provision would not act to override or repeal, in effect, a state's existing law pertaining to the mandatory reporting of suspected child abuse. See Pennhurst State School and Hospital v. Halderman, 451 U.S. 1, 101 S.Ct. 1531, 67 L.Ed.2d 694 (1981).Furthermore, this confidentiality provision should not be interpreted to thwart the legitimate informational needs of public agencies. For example, this provision does not prohibit a domestic violence shelter from acknowledging, in response to an inquiry by a law enforcement agency conducting a missing person investigation, that the person is safe in the shelter. Similarly, this provision does not prohibit access to a victim service project by a federal or state agency seeking to determine whether federal and state funds are being utilized in accordance with funding agreements.

Civil Rights Compliance

As a condition for receiving funding from the Office for Victims of Crime (OVC), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), recipients must comply with applicable federal civil rights laws, including Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d and 28 C.F.R. § 42.201 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 and 28 C.F.R. § 42.501 et seq.; Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 and 28 C.F.R. pt. 54; the Age Discrimination Act of 1975, 42 U.S.C. § 6101 and 28 C.F.R. § 42.700 et seq.; and the Justice Department's Equal Treatment Regulation 28 C.F.R. part 38. Depending on the funding source, a recipient must also comply with the nondiscrimination provisions within the applicable program statutes, which may include the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c) and 28 C.F.R. §42.201 et seq.; the Victims of Crime Act (VOCA) of 1984, 42 U.S.C. 10604; or the Juvenile Justice and Delinquency Prevention (JJDP) Act, Pub. L. No. 93-415, 42 U.S.C. § 5601 et seq. Collectively, these federal laws prohibit a recipient of OJP funding from discriminating either in *employment* (subject to the exemption for certain faith-based organizations discussed below; see "Funding to Faith-based Organizations") or in the *delivery of services or benefits* on the basis of race, color, national origin, sex, religion, or disability. In addition, OJP recipients may not discriminate on the basis of age in the delivery of services or benefits.

Compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, which prohibits recipients from discriminating on the basis or national origin in the delivery of services or benefits, entails taking reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to funded programs or activities. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. To assist recipients in meeting their obligation to serve LEP persons, the Justice Department has published a guidance document, which is available at www.lep.gov. The OJP encourages applicants and recipients to include within their program budgets the costs for providing interpretation and translation services to eligible LEP service populations.

Funding to Faith-Based Organizations

In general, executive orders and regulations require funding organizations to treat

faith-based organizations (FBOs) the same as any other applicant or recipient of DOJ funding, neither favoring nor discriminating against FBOs in making and administering grant awards, and require that FBOs be allowed to retain their independence, autonomy, expression, and religious character when competing for DOJ financial assistance used to support social service programs and participating in the social service programs supported with DOJ financial assistance.

Executive orders and regulations also prohibit recipient FBOs from using Justice Department funding to engage in explicitly religious activities, such as proselytizing, scripture study, or worship. Funded FBOs may, of course, engage in inherently religious activities; however, these activities must be separate in time or location from the federally assisted program. Moreover, funded FBOs must not compel program beneficiaries to participate in explicitly religious activities. Funded faith-based organizations must also not discriminate on the basis of religion in the delivery of services or benefits. Exec. Order No. 13,559, 75 Fed. Reg. 71,319, 71,320 (Nov. 17, 2010).

FBOs may have the option to request, on a case-by-case-basis, an exemption from the program statutes' prohibition against employment discrimination based on religion so that funded FBOs may hire, under certain circumstances, co-religionists. *See* Office of Justice Programs, Other Requirements for OJP Applications, Funding for Faith-Based Organizations, http://www.ojp.usdoj.gov/funding/other_requirements.htm

Match For VOCA Funds

All matching funds are restricted to the uses outlined in the application and must be expended within the grant period. Only services and activities that are VOCA allowable qualify as match. In other words, the same rules and regulations that apply to VOCA funds also apply to matching funds. VOCA recipients must maintain records that clearly show the source, the amount, and the period during which the match was expended. As a condition to receive VOCA funds, programs are required to provide a 20% matching share of the requested project budget. Applicants should commit exactly the 20% required match to the VOCA-funded project. Matching funds may be in the form of either cash contributions or in-kind contributions.

Cash contributions represent an applicant's cash outlay, including non-federal, money contributed by public agencies and institutions, and private organizations and individuals. In-kind contributions represent the value of non-cash contributions provided to the applicant. In-kind contributions may be in the form of charges for real property and nonexpendable personal property and the value of goods and services directly benefiting crime victims, which are specifically identifiable to the project.

Volunteer time may be counted as an in-kind donation and may be used as part of the 20% match. The monetary value of volunteer time is to be counted as $15 per hour. Volunteer services used as match must be documented and supported by methods similar to those used for VOCA funded employees.

The value of donated space may not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in privately owned building in the same locality. Agencies cannot “donate” space to themselves, i.e., if the applicant agency is a county, and the office space used by the project agency is owned by the county the fair market value of that space cannot be used as match.

Matching contributions need not be applied at the exact time or in proportion to the obligation of the federal funds. However, at least half of the match requirement for the year must be reported on or before the organization’s March financial report. If it is not, the March report must contain an explanation and plan for the full amount of the VOCA match to have been met by the end of the funding period. All matching funds must have been realized by the end of the funding period, and failure to report the appropriate match in a timely manner will result in the de-obligation of a corresponding portion of the VOCA award.