

**MEMORANDUM OF UNDERSTANDING
FOR NATIONAL WEBCHECK® OR WEBCHECK 4.0®
PROGRAM SERVICES AND EQUIPMENT**

This Memorandum of Understanding ("Agreement") between the Ohio Attorney General ("Attorney General") and _____ ("Agency") is effective on the date of signature by the Attorney General below, and identifies the terms, conditions, duties, and responsibilities of each party regarding the National WebCheck® ("Webcheck") program and equipment. The Agreement also ensures that the information received from the Attorney General is used appropriately by Agency and within the requirements of the Ohio Revised Code; the Ohio Administrative Code and U.S. Federal laws and regulations.

I. Purpose

Under Ohio law, persons in various occupations and volunteer roles must obtain criminal background checks in order to be eligible for licensing, employment and volunteer activities. Such criminal background checks are available through the Webcheck services administered by the Attorney General, through its Bureau of Criminal Identification and Investigation ("BCI") division. Through this Agreement, the Attorney General sets forth the terms and conditions under which Agency may obtain and disseminate criminal background check information obtainable through Webcheck services.

II. Basic Agency Responsibilities

- A. Agency must procure Webcheck equipment from a vendor that has been certified by BCI as an approved provider and maintain the equipment as directed by the vendor.
- B. Agency agrees to comply with any and all monitoring requests made by the Attorney General in a timely and complete manner.
- C. Agency agrees to comply with any and all training requirements set forth by the Attorney General. Agency's participation in an initial training will be required before Agency will be granted access to the Webcheck services.

III. Agency Responsible for Full and Timely Payment of Fees to Be Charged by Attorney General.

- A. To ensure full and prompt payment, Agency agrees to make fee payments to the Attorney General using commercially reasonable payment methods as directed by the Attorney General. Such methods may include, without limitation, a requirement to make payments via Automated Clearing House ("ACH") or other electronic payment method. Notice of any changes in the required payment methods shall be provided pursuant to Section XI.
- B. Absent more specific requirements provided by the Attorney General, the Attorney General will issue a monthly invoice to Agency and payments may be made by business check or money order. It is understood that failure to pay BCI and FBI criminal background check fees within 30 days after an invoice is issued may result in termination of Webcheck services. It is also understood that a fee of \$35.00 may be charged to the Agency to reinstate Webcheck services after the delinquent account is paid in full.
- C. Agency shall be responsible for the timely payment of fees set by the Superintendent of BCI for criminal history record checks and related services. This includes fees for both BCI and FBI checks as appropriate.

- D. If payment is not received within 45 days of the due date specified in Section B, BCI may certify the account to collections. Interest owed for such payments shall accrue at the rate set forth in Ohio Revised Code Sections 131.02 and 5703.47.
- E. BCI shall charge Agency \$22 for a background check for BCI records and \$24 for a background check of FBI records and \$46 for a background check of BCI and FBI records. BCI may increase the fees charged for background checks of BCI and/or FBI records at any time prior to conducting a background check.

IV. Restrictions on Dissemination of Webcheck Information.

- A. It is understood by both parties that access to computerized criminal history ("CCH") information is governed by both state and federal statutes. Any violation of these statutes and/or the dissemination restrictions set forth in this section will constitute a default for which the Attorney General may immediately terminate Agency's direct and indirect use of and access to Webcheck services.
- B. Dissemination of the FBI CCH must be limited to the following:
 - a. Criminal justice and governmental non-criminal justice agencies.
 - b. Pursuant to 28 USC §534, Pub. L. 92-544, CCH information must not be disseminated to a third party organization.
 - c. The CCH information must not be used for any purpose other than outlined in 28 USC §534, Pub. L. 92-544 or Ohio Revised Code statutes approved by the U.S. Attorney General.
- C. Dissemination of the BCI CCH must be limited to the following:
 - a. The information must not be used for any purpose other than authorized in R.C. 109.572 and related Ohio Revised Code statutes.
 - b. The information may only be released to the individual/organization authorized on the BCI waiver for release of criminal history information. It is not permissible for the Agency to copy and distribute the results of a criminal history background check to multiple organizations.

V. Compliance with Civilian Background Check Requirements.

- A. It is understood that Agency must comply with all civilian background check requirements included in Ohio law and the Ohio Civilian Background Check Training Manual published by the Ohio Attorney General. It is understood that an FBI background check does not replace a BCI background check and may be done only when authorized by an approved Pub. L. 92-544 state statute. A BCI check must be completed for every individual requiring a background check for employment purposes.
- B. It is understood by the Agency that failure to adhere to any requirement set forth in this Agreement may result in termination of WebCheck services. It is further understood that additional training and/or a \$35.00 reinstatement fee may be required to restore WebCheck services.

VI. Duty to Maintain Accurate, Auditable Records of Transactions.

The Agency agrees that BCI's Quality Assurance Unit may audit all Webcheck transactions submitted by Agency. The Agency hereby agrees to keep accurate, auditable records of each Webcheck transaction for at least one (1) year following each transaction. The Agency also agrees to allow BCI employees access to this information during normal business hours.

VII. Prohibition against Unauthorized or Inappropriate Use of Webcheck Information.

It is also understood that unauthorized use of computerized criminal history information is in violation of state and/or federal law and can lead to criminal charges. Non-criminal justice agencies are advised that applicants for positions in their organizations may authorize access to their criminal history records for the use of that specific agency only as described in Section VII. below. Inappropriate use or dissemination of computerized criminal history information will result in termination of Agency's Webcheck services. Further, it is understood that misuse or falsification of information transmitted and received through the Webcheck program may result in criminal felony charges being filed.

VIII. Rights and Responsibilities Concerning Employee Access to Webcheck Information.

- A. The Agency shall not permit an individual to access, disseminate or otherwise use Webcheck information if that individual has ever been convicted of:
 - a. A felony; and/or
 - b. Any other crime involving theft, deceit, fraud or other act of moral turpitude.
- B. If Agency is a private, non-government agency, Agency agrees that, prior to permitting an individual to access, disseminate or otherwise use National Webcheck information, Agency shall conduct, at its own expense, a BCI background check on that individual.

IX. Term and Termination

- A. This Agreement will be effective beginning on the date of the signature by the Attorney General's representative below. Either party may terminate this Agreement for any reason after providing three (3) days written notice to the other party.
- B. This Agreement cannot be transferred by Agency. If Agency transfers its equipment to another party, this Agreement will terminate automatically.

X. Default and Immediate Termination.

The Agency's failure to satisfy any of the terms, conditions, duties, and responsibilities set forth in this Agreement shall constitute a default for which the Attorney General may immediately and without notice terminate this Agreement and Agency's use of and access to Webcheck services. The Attorney General shall also have the right to pursue any and all other remedies against Agency for failure to satisfy any of the terms, conditions, duties, and responsibilities set forth in this Agreement.

XI. Communications, Approval and Notices.

Any communications, approvals and notices that must be made to or by the parties pursuant to the terms and conditions shall be made in writing.

The parties indicate their agreement with the above requirements by signing below.

For Ohio Attorney General:

Name: _____

Signature: _____

Title: _____

Date: _____

BCI & I

Attn: Civilian Quality Assurance

PO Box 365

London, OH 43140

E-mail:

NationalWebcheck@ohioattorneygeneral.gov

For Agency:

Name: _____

Signature: _____

Title: _____

Date: _____

Address: _____

E-mail: _____

Telephone: _____

FAX: _____

FED TAX ID NO: _____

AGENCY ID NO: _____

Type: ☐ Government ☐ Non-Government

☐ Other _____

Please specify system type: ☐ National WebCheck (BCI & FBI) ☐ WebCheck 4.0 (BCI only)

If your agency operates more than one National WebCheck or WebCheck 4.0 system under the same agency ID please list the contact person, phone number and address of each location (attach a separate sheet if necessary).

Contact Name: _____

Phone Number: _____

Address: _____

City, State, Zip Code: _____

Contact Name: _____

Phone Number: _____

Address: _____

City, State, Zip Code: _____