**AGREEMENT**
**FOR NATIONAL WEBCHECK®**
**PROGRAM SERVICES AND EQUIPMENT**

This Agreement ("Agreement") between the Ohio Attorney General ("Attorney General"), which oversees the Bureau of Criminal Identification and Investigation ("BCI"), and _____ ("Agency") is effective on the latest date of signature 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 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 BCI. This Agreement sets forth the terms and conditions under which Agency may obtain and disseminate criminal background check information 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, 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. Attorney General shall submit invoices to Agency as follows:
Agency:_____
Address:_____
_____
Attn: _____



AGO Contract #: ____

C. Absent more specific requirements provided by the Attorney General, the Attorney General will issue a monthly invoice to Agency and payments shall be made pursuant to this Section. Agency understands that failure to pay the Attorney General the appropriate criminal background check fees within 30 days after an invoice is issued by the Attorney General may result in termination of access to WebCheck services. Agency also understands that a fee of $35.00 may be charged to the Agency to reinstate access to WebCheck services after the delinquent account is paid in full.

D. If payment is not received within 75 days after an invoice is issued, Agency shall be in default and the Attorney General may exercise all legal rights and remedies as set forth in Paragraph X below. Interest owed for such non-payment of fees shall accrue at the rate set forth in Ohio Revised Code Sections 131.02, 5703.47, and 126.30 as applicable.

E. Agency shall pay the following fees for criminal background checks:

   a. The fee set forth in Ohio Administrative Code 109:5-1-01, as it may be amended from time to time, for a background check of BCI records; and
   b. $24.00 for a background check of FBI records.

F. The Attorney General may increase the fees charged for background checks of BCI and/or FBI records at any time prior to Agency conducting a background check, and upon notice to Agency.

## IV. Restrictions on Dissemination of WebCheck Information

A. The parties acknowledge 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. 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.

B. Agency understands 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 background BCI

check must be completed for every individual requiring a background check for employment purposes.

C. Agency understands 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 access to 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

Agency agrees that unauthorized use of computerized criminal history information is in violation of state and/or federal law and can lead to criminal charges. If Agency is a non-criminal justice agency, Agency acknowledges 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 VIII below. Inappropriate use or dissemination of computerized criminal history information will result in termination of Agency's access to WebCheck services. Further, Agency understands 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 latest date of signature below. Either party may terminate this Agreement for any reason after providing three (3) days written notice to the other party. Otherwise, this Agreement will terminate three (3) years from the effective date.

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 this Agreement shall be made in writing using the addresses set forth below.

## XII. Entire Agreement

This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

## XIII. Facsimile Signatures

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

*Remainder of page intentionally left blank*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**AGENCY**

By: _____

Name: _____

Title: _____

Date:_____

Address: _____

_____

_____

E-mail: _____

Telephone: _____

FAX: _____

FED TAX ID NO: _____

AGENCY ID NO: _____

Type: □ Government □ Non-Government
□ Other _____

**OHIO ATTORNEY GENERAL**

By: _____

Steven M. Raubenolt

Deputy Superintendent, BCI

Date:_____

BCI
Attn: Civilian Quality Assurance
PO Box 365
London, OH 43140

E-mail: NationalWebcheck@ohioattorneygeneral.gov

Telephone: _____(740) 845 – 2113_____

FAX: _____(866) 239 – 1937_____

**If your Agency operates more than one National WebCheck 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:**_____

**E-mail address:** _____

**Address:**_____

**City, State, Zip Code:**_____

**Contact Name:**_____

**Phone Number:**_____

**E-mail address:** _____

**Address:**_____

**City, State, Zip Code:**_____

**Contact Name:**_____

**Phone Number:**_____

**E-mail address:** _____

**Address:**_____

**City, State, Zip Code:**_____

**Contact Name:**_____

**Phone Number:**_____

**E-mail address:** _____

**Address:**_____

**City, State, Zip Code:**_____