

## **OHIO BUREAU OF CRIMINAL INVESTIGATION VECHS USER AGREEMENT**

This Ohio Bureau of Criminal Investigation VECHS User Agreement (“Agreement”) is between the Ohio Attorney General, Bureau of Criminal Investigation (“BCI”), and \_\_\_\_\_ (each a “Party” and collectively referred to as the “Parties”) regarding the Volunteer and Employee Criminal History System (“VECHS”) for criminal history record checks by a qualified entity under the National Child Protection Act of 1993, as amended.

WHEREAS, BCI has established and maintains intrastate systems for the collection, compilation, and dissemination of state criminal history records and information in accordance with Ohio Revised Code (“R.C.”) 109.571 and is authorized to and does participate in similar multi-state and federal criminal history record systems pursuant to R.C. 109.571; and

WHEREAS, BCI and its user agencies are subject to and must comply with the pertinent state and federal regulations relating to the receipt, use, and dissemination of records and record information derived from the systems of BCI and the United States Department of Justice (Chapter 943, F.S., Chapter 11C-6, F.A.C., 28 C.F.R. Part 20); and

WHEREAS, User is a public, private, for profit, or not-for-profit entity operating within the State of Ohio that is authorized to submit fingerprint cards and review the resulting criminal history records as part of the screening process for its current and/or prospective employees and volunteers pursuant to R.C. 109.572, 109.574-577, and the National Child Protection Act of 1992, as amended, (“NCPA”); and

WHEREAS, User is desirous of obtaining, and BCI is required and willing to provide, the criminal history record check services described herein as long as proper payment is made for the criminal history record check services as set forth herein, and all applicable federal and state laws, rules, and regulations are strictly followed.

NOW, THEREFORE, in consideration of the foregoing representations and the mutual promises, agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **I. PURPOSE**

This Agreement, entered into by BCI and User, sets forth the terms and conditions under which criminal history background checks authorized by the National Child Protection Act of 1993, as amended, shall be conducted.

### **II. RESPONSIBILITIES OF THE PARTIES**

A. BCI agrees to:

1. Provide User with such state criminal history records and information as reported to, processed by, and contained in its systems and legally available to the User; and
2. Act as an intermediary between User and the United States Department of Justice, securing for the use and benefit of User such federal and multi-state criminal history records or information as may be available to User under federal laws and regulations.

B. User agrees to:

1. Only use the criminal history information obtained pursuant to this Agreement for the specific purposes set forth in this Agreement, and for no other purpose.
2. Submit requests to BCI for criminal history record checks pursuant to this Agreement only for the User's current and prospective Ohio employees and volunteers for whom User is not already required to obtain state and national criminal history record checks under any other state or federal statutory provisions;
3. Obtain a completed National WebCheck Notification (provided by BCI) from every current or prospective employee and volunteer for whom User submits a request for a criminal history record check to BCI. The National WebCheck Notification allows the release of state and national criminal history record information to the User. The National WebCheck Notification waiver indicates a notification to the person that the User may request a criminal history record check on the person authorized by the NCPA, R.C. 109.572 and R.C. 109.574-577.
4. Only use fingerprint cards provided by BCI that are specifically designed for use with requests for criminal history record checks under the NCPA; and provide BCI with a properly completed and executed fingerprint card for each current or prospective employee and volunteer for whom User requests a criminal history record check pursuant to this Agreement indicating NCPA/VCA volunteer or NCPA/VCA employee in the "reason fingerprinted" block of each fingerprint card submitted;
5. Keep all records necessary to facilitate a security audit by BCI and to cooperate in such audits as BCI or other authorities may deem necessary. Examples of records that may be subject to audit include: criminal records, notification that an individual has no criminal history; internal policies and procedures articulating the provisions for physical security; records of all disseminations of criminal history information; and a current, executed VECHS User Agreement with BCI;
6. If User is private, for profit, or not-for-profit, pay for services provided by BCI and the Federal Bureau of Investigation ("FBI") in accordance with Ohio Administrative Code 109:5-1-01 with the submission of fingerprint cards. User shall also maintain adequate records of payment for services under this Agreement;
7. If User is a governmental agency, set up a billing account with BCI for services requested pursuant to Ohio Administrative Code 109:5-1-01, and promptly reimburse BCI in accordance with Ohio Administrative Code 109:5-1-01. If not on a billing account, User shall pay for services provided by BCI and the FBI in accordance with R.C. 109.572, with the submission of fingerprint cards and requests for criminal history background checks. User shall also maintain adequate records of and monitor allocated funds for payment for services under this Agreement;
8. Ensure that the appropriate personnel know to keep the criminal history information obtained under this Agreement in a secure place and to use it only for the screening as outlined in this Agreement;
9. Promptly advise BCI of any violations of this Agreement;
10. Share criminal history information with other qualified entities only after confirming with BCI that the requesting entity has been designated a qualified entity and has signed a user agreement, and only after verifying that the current prospective employee or volunteer has authorized the release of his or her criminal history records, if any, to other qualified entities by a statement on his or her signed waiver. User will respond that it is unable to provide any information to the

requesting entity if the current or prospective employee or volunteer has requested that his or her criminal history record(s) not be released to any other qualified entity; and

11. Notify the current or prospective employee or volunteer of his or her right to obtain a copy of the criminal history records, if any, contained in the report, of the right to challenge the accuracy and completeness of any information contained in any such report, and to obtain a determination as to the validity of such challenge before a final determination regarding the person is made by the qualified entity reviewing the criminal history information.

(Information on these rights may be obtained by contacting BCI, Identification Division, P.O. Box 365 London, Ohio 43140), or by contacting the FBI, regarding federal/national records, at FBI, Criminal Justice Information Services Division, Attn: SCU, MOD D-2, 1000 Custer Hollow Road, Clarksburg, West Virginia 26306, (304) 625-3878.) A qualified entity that is required by law to apply screening criteria, notwithstanding any right to contest or request an exemption from disqualification, shall apply such screening criteria to the state and national criminal history record information received from either the FBI or BCI.)

### **III. PRIVACY AND SECURITY**

A. User shall use the criminal history record information acquired hereunder only to screen User's current and/or prospective Ohio employees and/or volunteers, and only for purpose(s) of employment and/or determination of suitability for access to children, elderly, or disabled persons, pursuant to the terms of the NCPA, R.C. 109.572, and R.C. 109.574-577. If User is a governmental agency, such records may also be used in administrative hearings associated with one of the enumerated purposes.

B. User shall not commingle criminal history records with other records, whether such other records are public or not.

C. User shall not duplicate and/or disseminate criminal history records acquired hereunder for use outside of User's organization except as authorized by state and federal law. Sharing of criminal history records with other qualified entities is permitted by the FBI provided that:

1. Such other entity is authorized to receive criminal history record information derived from the system of the U.S. Department of Justice in the manner specified herein and User has verified the other entity's qualifying status as required herein; and

2. User properly listed "NCPA/VCA VOLUNTEER" or "NCPA/VCA EMPLOYEE" in the "reason fingerprinted" block of the fingerprint card User submitted to BCI for the applicable current or prospective employee or volunteer.

D. User has been approved to receive criminal history record information pursuant to specific statutory authority and shall not use criminal history record information acquired pursuant to such approval for any other purpose.

E. User shall not use or rely upon a criminal history record or information received pursuant this Agreement for any purpose other than that of the User's original request for the criminal history record or information.

F. User shall not use or rely upon a criminal history record or information which is or is likely to be out-of-date. Current criminal history information must be requested if criminal activity is pertinent to and will be considered at the time of an employee or volunteer's service.

G. User may destroy criminal history records when they are no longer needed. Destruction must be accomplished in a way so that the information cannot be retrieved; for example, the records may be shredded.

H. User shall keep criminal history records acquired hereunder in a secure file, safe or other security device, such as locked file cabinet in an access-controlled area. If the criminal history records are stored in an electronic format, User shall securely store those records to protect against unauthorized access to the criminal history records and the equipment. For all criminal history records in User's possession, User shall take such further steps as are necessary to ensure that the records are accessible only to those of its employees who have been trained in their proper use and handling and have a need to examine such records.

#### **IV. TERM, SUSPENSION AND TERMINATION**

A. This Agreement will be effective on the latest date of signature below, and will expire three years from the effective date.

B. Either BCI or User may suspend or terminate the performance of services under this Agreement upon written notice to the other Party when, in the reasonable estimation of BCI or User, the other Party has breached any material term of this Agreement. Furthermore, upon BCI becoming aware of a violation of this Agreement which might jeopardize Ohio's access to federal criminal history information, Ohio shall have the option of suspending services under this Agreement upon written notification to User, pending resolution of the problem.

C. The violation of any material term of this Agreement or of any substantive requirement or limitation imposed by the federal or state statutes, regulations, or rules referred to in this Agreement by User shall be deemed a material breach of this Agreement subject to immediate termination thereof upon written notice to User.

#### **V. MISCELLANEOUS**

A. User agrees that:

1. User is currently operating a lawful business or other entity within the State of Ohio and with a physical address in Ohio; and

2. User shall promptly notify BCI upon any change to the above, including, but not limited to name, address, and status as a business or other entity operating in Ohio.

B. This Agreement supersedes any previous agreements between the Parties hereto concerning the NCPA.

C. User's responsibilities regarding the privacy and security of the criminal history information under this Agreement shall survive the expiration or earlier termination of this Agreement.

D. This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio.

E. This Agreement may be amended by BCI as needed, to comply with state or federal laws or regulations, or administrative needs of BCI; and

F. This Agreement is binding upon all User employees, agents, officers, representatives, volunteers, contractors, vendors in interest, beneficiaries, subsidiaries, and assigns.

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

**VECHS AGENCY INFORMATION**

**OHIO ATTORNEY GENERAL, BUREAU  
OF CRIMINAL INVESTIGATION**

**Agency:** \_\_\_\_\_

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

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

Beth Owens

**Printed Name:** \_\_\_\_\_

Director of Identification, BCI

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

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

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

BCI

**Contact Name:** \_\_\_\_\_

Attn: State Compact Officer/Director of  
Identification

**Address:** \_\_\_\_\_

PO Box 365  
London, OH 43140

\_\_\_\_\_

E-mail: VECHS@ohioattorneygeneral.gov

\_\_\_\_\_

**E-mail:** \_\_\_\_\_

Telephone: 740-845-2041

**Telephone:** \_\_\_\_\_

FAX: 866-431-4722

**FAX:** \_\_\_\_\_