

**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 County of Cuyahoga, Ohio ("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:

For Agency:

Name: \_\_\_\_\_

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

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

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

BCI & I

Attn: Civilian Quality Assurance

PO Box 365

London, OH 43140

E-mail:

NationalWebcheck@ohioattorneygeneral.gov

COUNTY OF CUYAHOGA, OHIO

BY: Ed Fitzgerald  
Edward FitzGerald, County Executive

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: Robert K. Math

Phone Number: 216.987.6911

Address: 1641 Payne Ave, RM 510

City, State, Zip Code: Cleveland, OH 44114

E-mail: mathr@odjfs.state.oh.us

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

Phone Number: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific  
Instructions on page 3

Name (as shown on your income tax return)

STATE OF OHIO, TREASURER STATE OF OHIO

Business name, if different from above

OHIO ATTORNEY GENERAL'S OFFICE, BCI

Check appropriate box: ☐ Individual/  
Sole proprietor ☐ Corporation ☐ Partnership ☒ Other

GOVERNMENT

☐ Exempt from backup  
withholding

Address (number, street, and apt. or suite no.)

PO BOX 365 1580 ST RT 56 SW

Requester's name and address (optional)

City, state, and ZIP code

LONDON, OHIO 43140

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

Note, if the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-8(a) and 7(e) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

# Certified Search for Unresolved Findings for Recovery



**Dave Yost**  
Ohio Auditor of State

Office of Auditor of State  
88 East Broad Street  
Post Office Box 1140  
Columbus, OH 43216-1140  
(614) 466-4514  
(800) 282-0370

## Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

### Contractor's Information:

**Organization:** Ohio Attorney General's Bureau of Criminal Investigations  
**Date:** 04/04/2013

This search produced the following list of possible matches:

3 Possible matches were found

Name/Organization	Address
Morgan County, Ohio	
Northern Ohio Rural Water Board Members	
Ohio Works First Program, Prevention, Retention and Contingency	

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.