CalVECHS USER AGREEMENT
CONDITIONS FOR RELEASE OF CRIMINAL OFFENDER RECORD INFORMATION

Qualified Entity Name

Qualified Entity Address

City, State, and ZIP Code

ORI # (If existing authorized agency. If new, the Department of Justice (DOJ) will provide the ORI #)

Point of Contact (Agency Head or Custodian of Records)

Point of Contact Phone Number

Point of Contact Email Address

I. PURPOSE

The purpose of the CalVECHS User Agreement is to grant access to criminal offender record information (CORI) to the qualified entity. The qualified entity uses this access to request fingerprint-based CORI for screening individuals, both current and prospective employees and volunteers, who may have unsupervised access to children, the elderly, individuals with disabilities, or individuals for whom the qualified entity provides care. The qualified entity can be a public, private, for-profit, or not-for-profit entity operating within the State of California.

Fingerprint-based CORI requests must be explicitly required or allowed by law. The applying qualified entity is seeking fingerprint-based CORI to ensure the security of (check all that apply):

Children (persons less than 18 years old)	**Elderly** (persons 60 years or older)	**Individuals with Disabilities** (persons with physical or mental impairment that substantially limits one or more major life activities)
☐	☐	☐

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Every qualified entity, whether new or existing, must provide a brief description of their intended purpose to receive CORI. This description should include details about the services they offer and the individuals or clients they serve.

Enter the law(s) requiring or allowing the receipt of CORI, if known:

II. THE PARTIES AGREE AS FOLLOWS:

DOJ will:

1. Provide the qualified entity CORI in response to their fingerprint-based requests.
2. Offer support to the qualified entity in understanding and interpreting CORI.
3. Work to ensure the completeness and accuracy of CORI.
4. Conduct audits to ensure compliance with this CalVECHS User Agreement, state and federal laws, and the Federal Bureau of Investigation's (FBI) *CJIS Security Policy*.
5. Cease providing CORI to the qualified entity if this Agreement is violated or if the qualified entity is suspected of violating it.

The qualified entity will:

1. Abide by the terms and conditions identified in this CalVECHS User Agreement.
2. Comply with all state and federal laws, regulations, policies, and procedures. This includes standards set by the state, DOJ, and the FBI's *CJIS Security Policy* regarding the receipt, use, and dissemination of CORI.
3. Use CORI to assess the eligibility of applicants. Determine if current or prospective applicants have been convicted of, or arrested and presently awaiting trial for a crime that bears upon their fitness to have supervisory or disciplinary power over children, the elderly, or individuals with disabilities in accordance with the National Child Protection Act/Volunteers for Children Act (NCPA/VCA).
4. Obtain a completed and signed CalVECHS Waiver Agreement (BCIA 9018) annually from every applicant for whom the qualified entity submits a request for CORI. Retain the Waiver Agreement for a minimum of three years or until a successful compliance audit has been assessed by DOJ.
5. Ensure that the appropriate federal legislation, “NCPA/VCA,” is entered in the “Type of License/ Certification/Permit OR Working Title” field of the Request for Live Scan Service (BCIA 8016VECHS).

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6. Inform applicants of their rights, including obtaining a copy of their background screening report, challenging its accuracy, and seeking a determination on the validity of their challenge before a final decision is made by the reviewing qualified entity regarding the applicant's suitability for a license, employment, or volunteer position. Challenge and/or appeal procedures are referenced in California Penal Code section 11120 et seq. and title 28, Code of Federal Regulations, section 16.30 et seq.
7. Allow DOJ to conduct audits to ensure compliance with this CalVECHS User Agreement.

This CalVECHS User Agreement commences on the date the last signature is obtained below and continues until terminated by either party. This CalVECHS User Agreement may be terminated sooner by one or both parties upon 30-days written notice or immediately upon violation of the terms of the Agreement.

Entering into this Agreement is voluntary; however, failure to complete this CalVECHS User Agreement may result in denial of request.

QUALIFIED ENTITY

_____
Agency Representative and Title (Please Print or Type)

_____
Signature of Agency Representative

_____
Date

CALIFORNIA DEPARTMENT OF JUSTICE

_____
Representative - Staff Services Manager, CJIS Division

_____
Signature of Staff Services Manager, CJIS Division

_____
Date