



Florida Department of Law Enforcement

Criminal Justice Information Services  
CRIMINAL HISTORY RECORD CHECK

USER AGREEMENT FOR NON-CRIMINAL JUSTICE PURPOSES

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FLORIDA  
DEPARTMENT OF  
LAW ENFORCEMENT

**CUSTOMER/AGENCY NAME:** DEPARTMENT OF JUVENILE JUSTICE

I. This agreement, entered into between the Florida Department of Law Enforcement (hereinafter referred to as FDLE), an agency of the state of Florida with headquarters in Tallahassee, Florida and Department of Juvenile Justice (hereinafter referred to as the User), located at 2737 Centerview Drive, Suite 3400, Tallahassee, FL 32399, recites that:

- 1) FDLE has established and maintains intrastate systems for the collection, compilation, and dissemination of state criminal history records and information in accordance with subsection 943.05(2), F.S. and, additionally, is authorized and does in fact participate in federal and interstate criminal history records systems pursuant to Section 943.051, F.S.
- 2) FDLE and its user agencies are subject to and must comply with pertinent state and federal regulations relating to the obtaining, use, and dissemination of records and record information derived from the systems of FDLE and the United States Department of Justice (Chapter 943, F.S., Chapter 11C-6, F.A.C., Title 28, Part 20 C.F.R.).
- 3) User is an agency of the state of Florida, established by law and required/authorized to submit fingerprint impressions and review resultant criminal history records as part of the screening process for purposes of state employment, licensing, permitting, granting access, registration, or certification pursuant to Sections **984, 985 and 435** which statute(s) has/have been approved by the U.S. Department of Justice pursuant to Public Law 92-544, 86 Stat. 1115 and 28 C.F.R. Section 20.33, and form(s) the legal basis for User's access to criminal history record information derived from the systems of the U.S. Department of Justice. The following ORIGINATING (ORI) number(s) have been assigned as identifier(s) and will be used for the approved submissions: **FL921940Z**
- 4) User is required to obtain and FDLE is required and willing to provide such services as long as proper reimbursement is made and strict compliance with all applicable federal and state laws, rules, and regulations is observed.

II. Now, therefore, in light of the foregoing representations and the promises, conditions, terms, and other valuable considerations more fully set forth hereinafter or incorporated by references and made a part hereof, the FDLE and User do mutually agree as follows:

- 1) FDLE agrees to:
  - A) Assist User concerning the privacy and security requirements imposed by regulations, state, and federal laws.
  - B) Provide User with such state criminal history records and information as reported to, processed, and contained in its systems and legally available to the User.

- C) 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.

2) User agrees to:

- A) Provide FDLE with properly executed applicant fingerprint submissions.
- B) Keep all records necessary to facilitate a security audit by FDLE and to cooperate in such audits as FDLE or other authorities may deem necessary. Records which may be subject to audit are criminal history records and notification that an individual has no criminal history, internal policies and procedures articulating the provisions for physical and personnel security, and an executed copy of this user agreement.
- C) As determined by type of criminal history request and method of submission, reimburse FDLE in a timely fashion, in accordance with Section 943.053(3)(b), Florida Statutes, upon proper presentation of billing for state services rendered. If user contracts with an authorized and properly registered third-party service provider or livescan vendor for electronic submission of fingerprint-based criminal history requests, FDLE will collect payment for state services rendered directly from such service provider or vendor upon submission of each criminal history request.
- D) As determined by type of criminal history request and method of submission, reimburse the Federal Bureau of Investigation in a timely fashion, via FDLE, upon proper presentation of billing for federal services rendered. If user contracts with an authorized and properly registered third-party service provider or livescan vendor for electronic submission of fingerprint-based criminal history requests, FDLE will collect payment for federal services rendered directly from such service provider or vendor upon submission of each criminal history request.
- E) As applicable, maintain adequate records and monitor allocated funds for payment of services under this agreement.
- F) Ensure that the appropriate personnel are informed that the use of criminal history records and information derived from processed applicant fingerprint submissions are restricted and that such information should not be discussed with others or released to others except as specified in this agreement. The employees or volunteers should be informed that inappropriate release of non-Florida criminal history information is prohibited under pertinent federal regulations (28 C.F.R. Part 20), which are reflected in state law under Section 943.054, F.S. See Florida Attorney General's Opinion 99-1. Florida criminal history information should be used only for the purpose stated in the request. See Section 943.053(4), F.S., Section 435.09, F.S., and Rule Chapter 11-C, F.A.C.
- G) Promptly advise FDLE of any violations of this agreement.

III. Retention of Applicant Fingerprints:

- 1) FDLE shall enter and retain in the Automated Fingerprint Identification System (AFIS) the applicant fingerprints submitted for state and national criminal history checks, by agencies having specific statutory authorization, to participate in the Applicant Fingerprint Retention and Notification Program (AFRNP) for current and prospective employees, contractors, volunteers, and persons seeking to be licensed or certified.

- 2) Such applicant fingerprints shall be submitted in an acceptable digitized format for entry into AFIS, and shall be retained in the AFRNP database, in such a manner as to be distinct from the criminal history record database.
- 3) Agencies submitting applicant fingerprints in accordance with the authorizing statute shall notify individual applicants of the requirements of participation in the AFRNP.
- 4) When the subject of fingerprints submitted for retention under this program is identified with fingerprints from an incoming Florida arrest, as confirmed by fingerprint comparison, FDLE shall advise the agency which submitted the applicant fingerprints of the arrest in writing (or other manner prescribed by FDLE). Arrests made in other states or by the federal government will not result in notification, as access to these arrests is restricted by federal law. The information on arrests for these applicants in other states and by the federal government is available only upon a fingerprint submission to FDLE which will be forwarded to the Federal Bureau of Investigation. Additionally, while it is not expected to be a frequent occurrence, it should be understood that if the submitted fingerprints for an applicant were of sub-standard quality or if the fingerprints submitted on an arrested individual were of sub-standard quality, the identification of these persons as the same may not occur and an arrest notification may not be made. Additionally, until the arrest fingerprint submission is received by FDLE, FDLE will have no way to identify the arrested person as the individual retained in AFRNP.
- 5) The annual fee for participation in the AFRNP shall be \$6 per individual record retained. The initial entry of an applicant's fingerprints into the AFRNP database must be accompanied by a state and national criminal history records check. There is no additional fee for the first year of participation in the program. For each succeeding year, beginning at a future date specified by FDLE, the \$6 per record annual fee will be charged. The governmental agency will be notified that the fee will be charged at least one year prior to the first invoice. Governmental agencies will be billed for this fee annually in advance on the anniversary of the individual applicant's initial entry into the program.
- 6) Prior to the payment of any individual retention fee, the agency may inform FDLE in writing (or other manner prescribed by FDLE) of any person with retained fingerprints who is no longer employed, licensed, certified, or otherwise associated with the agency in order that such person may be removed from the AFRNP database. With respect to any person previously entered in the database for which FDLE does not receive notification of removal within two days prior to the anniversary date of the entry (i.e., the billing date), the annual fee must be paid.

#### IV. Privacy and Security:

- 1) User shall use criminal history records acquired hereunder only for the purpose of screening applicants to determine their suitability for employment, licensing, permitting, granting access, registration, certification or volunteering as specified under the statute enabling User to receive criminal history record information or in judicial or administrative hearings associated with one of the enumerated purposes.
- 2) User shall not co-mingle criminal history records with public records.
- 3) User shall not duplicate and/or disseminate criminal history records acquired hereunder for use outside of User agency except as authorized by state and federal law. Sharing of criminal history records with other related agencies of the state of Florida is permitted by the FBI provided that:
  - A) The other related agency is authorized to receive criminal history record information derived from the systems of the U.S. Department of Justice in the manner specified at paragraph I.(3) of the Agreement;

- B) The applicant fingerprints submitted to FDLE lists the authorizing statute for each agency receiving such (directly or as shared) information in the "reason fingerprinted" block of the submission; and
  - C) The requesting agency and related agency have concurrent regulatory responsibilities and have a unity of purpose with respect to the use of criminal history record information.
- 4) 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.
  - 5) User shall not use or rely upon a criminal history record or information which is or is likely to be out-of-date. If criminal activity is pertinent to and considered at time of record screening (whether initial or renewal), a current computerized criminal history must be requested and relied upon.

Sealed or expunged record information may not, under any conditions, be shared with or disseminated to any agency not authorized by state statute to receive such information.

- 6) User shall destroy criminal history records in accordance with applicable laws, rules and regulations.
- 7) 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, and shall take such further steps as are necessary to ensure that the records are accessible only to those of its employees who have been instructed in their proper use and handling and have a need to examine such records.
- 8) User shall, upon receipt of any request, pursuant to the public records law, for a processed fingerprint submission or criminal history record, transmit the request, along with the involved fingerprint submission and criminal history record, to the Florida Department of Law Enforcement, Attention: User Services Bureau. FDLE will prepare copies of the involved documents, obliterating any state or federal data which is not available for dissemination under the Florida public records law, and return all documents to the User for response to the requester. However, a processed submission, or photocopy of same, may be provided to a law enforcement agency for fingerprint identification purposes, if so requested. User shall not release any criminal history information which is made exempt from public records disclosure by law. In particular, record information derived from the U.S. Department of Justice shall not be disseminated outside the User agency or used for a purpose other than that specified in the statute authorizing the request, except as expressly provided herein.

#### Provisions Incorporated

User shall be bound by applicable federal and state laws, federal regulations, and rules of FDLE dealing with criminal history information to the same extent that User would be if such provisions were fully set out herein. (Refer to Title 28, Chapter 1, Part 20, C.F.R., Chapter 943, F.S., and Chapter 11C-6, F.A.C.).

#### Termination

Either FDLE or User may suspend the performance of services under this agreement when, in the reasonable estimation of FDLE or User, the other party has breached any material term of the agreement. Furthermore, upon FDLE becoming aware of violations of this agreement which jeopardize Florida's access to national criminal history information, FDLE shall have the option of suspending services under this agreement pending resolution of the problem. 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 shall be deemed a breach of a material term of the agreement. This agreement is also terminable upon the same grounds and upon the occurrence or non-occurrence of such events that operate to suspend, annul, or void any other long-term contract entered into by a state agency.

This agreement supersedes any previous agreements, and may with notice to User be amended or superseded by FDLE as needed to comply with state or federal laws or regulations or administrative needs of FDLE.

**IN WITNESS HEREOF**, the parties hereto have caused this agreement to be executed by the proper officers and officials.

**NAME OF USER AGENCY** Florida Department of Juvenile Justice

**AGENCY HEAD** Frank Peterman, Jr. **TITLE** Secretary  
(PLEASE PRINT) (PLEASE PRINT)

**AGENCY HEAD** *Frank Peterman, Jr.*  
(SIGNATURE)

**DATE** 9/21/10

**WITNESS** *John J. Park* **TITLE** General Counsel

**DATE** 9/21/2010

**FLORIDA DEPARTMENT OF LAW ENFORCEMENT**

**BY** *Martha Wright* **TITLE** Bureau Chief

**WITNESS** *[Signature]* **TITLE** omcm

**DATE** 9-29-10