



Florida Department of Law Enforcement  
Criminal Justice Information Services Division  
User Services Bureau

## **VECHS USER AGREEMENT**

**Volunteer & Employee Criminal History System (VECHS)**  
for Criminal History Record Checks by a Qualified Entity  
under the National Child Protection Act of 1993, as amended,  
and Section 943.0542, Florida Statutes

### **I. Parties to Agreement**

This Agreement, entered into by the Florida Department of Law Enforcement (hereinafter referred to as FDLE), an agency of the State of Florida, with headquarters in Tallahassee, Florida, and \_\_\_\_\_, (hereinafter referred to as User), located at \_\_\_\_\_, is intended to set forth the terms and conditions under which criminal history background checks authorized by the National Child Protection Act of 1993, as amended, (hereafter referred to as the NCPA), and as implemented by Section 943.0542, Florida Statutes, (F.S.), shall be conducted.

- A. 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 participate in similar multi-state and federal criminal history records systems pursuant to subsection 943.05(2), F.S.;
- B. FDLE and its user agencies are subject to and must comply with pertinent state and federal regulations relating to the receipt, 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., 28 C.F.R. Part 20);
- C. User is a public, private, for profit, or not-for-profit entity operating within the State of Florida and is authorized to submit fingerprint cards and review resultant criminal history records as part of the screening process for its current and/or prospective employees and volunteers (which classes of persons shall be understood for purposes of this Agreement to include contractors and vendors who have or may have unsupervised access to the children, disabled, or elderly persons for whom User provides care), pursuant to section 943.0542, F.S., and the NCPA, and forms the legal basis for User's access to criminal history record information derived from the systems of the U.S. Department of Justice; and
- D. User is desirous of obtaining and FDLE is required and willing to provide such services so long as proper reimbursement is made and all applicable federal and state laws, rules, and regulations are strictly complied with.

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 reference and made a part hereof, FDLE and User agree as follows:

II. Service, Compliance, and Processing

A. FDLE agrees to:

1. Assist User concerning the privacy and security requirements imposed by state and federal laws, and regulations; provide User with copies of all relevant laws, rules, and or regulations as well as updates as they occur; offer periodic training for User's personnel;
2. 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; and
3. 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. Submit requests to FDLE for criminal history background checks pursuant to this agreement only for User's current and prospective Florida employees and volunteers, for whom User is not already required to obtain state and national (Level 2) criminal history background checks under any other state or federal statutory provision. User shall continue to comply with all other such statutory provisions for all applicable persons;
2. Determine whether the current or prospective employee or volunteer has been convicted of, or is under pending indictment for, a crime that bears upon his or her fitness to have access to or contact with children, the elderly, or individuals with disabilities;
3. Obtain a completed and signed Waiver Agreement and Statement form (provided by FDLE) from every current or prospective employee and volunteer, for whom User submits a request for a criminal history background check to FDLE. (The signed Waiver Agreement and Statement allows the release of state and national criminal history record information to the qualified entity.) The Waiver Agreement and Statement must include the following: (a) the person's name, address, and date of birth that appear on a valid identification document (as defined at 18 U.S.C. section 1028); (b) an indication of whether the person has or has not been convicted of a crime, and, if convicted, a description of the crime and the particulars of the conviction; (c) a notification to the person that User may request a criminal history background check on the person as authorized by section 943.0542, F.S., and the NCPA; (d) a notification to the person of his or her rights as explained in paragraph 12 below; and (e) a notification to the person that, prior to the completion of the background check, User may choose to deny him or her unsupervised access to a

person to whom User provides care. User shall retain the original of every Waiver Agreement and Statement and provide FDLE with a copy thereof;

4. Use only fingerprint cards provided by FDLE specifically designed for use with requests for criminal history record checks under the NCPA; provide FDLE 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; and indicate either "NCPA/VCA VOLUNTEER" or NCPA/VCA EMPLOYEE" in the "reason fingerprinted" block of each fingerprint card submitted. (VCA refers to Volunteers for Children Act);
5. 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. Examples of records that may be subject to audit are criminal history 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 User Agreement with FDLE;
6. **\*\*IF ENTITY IS PRIVATE, FOR PROFIT OR NOT FOR PROFIT\*\*** - Pay for services provided by FDLE and the Federal Bureau of Investigation (FBI) in accordance with rule 11C-6.004, F.A.C., with the submission of fingerprint cards;
7. **\*\*IF ENTITY IS A GOVERNMENTAL AGENCY\*\*** - If set up on a billing account with FDLE for services requested pursuant to this agreement, reimburse FDLE, in a timely fashion, in accordance with rule 11C-6.004, F.A.C., upon proper presentation of billing for state services rendered and reimburse the FBI, in a timely fashion via FDLE, upon proper presentation of billing for federal services rendered. If not on a billing account, User shall pay for services provided by FDLE and the FBI in accordance with rule 11C-6.004, F.A.C., with the submission of fingerprint cards and requests for criminal history background checks;
8. **\*\*IF ENTITY IS A GOVERNMENTAL AGENCY\*\*** - Maintain adequate records and monitor allocate funds for payment of services under this agreement;
9. Insure that the appropriate personnel know to keep the information obtained under this agreement in a secure place and to use it only for the screening as outlined in this agreement;
10. Promptly advise FDLE of any violations of this agreement;
11. Share criminal history information with other qualified entities only after confirming with FDLE 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
12. 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, and of the

person's 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 FDLE, regarding Florida records, at FDLE, Attn: USB/VECHS Unit, P.O. Box 1489, Tallahassee, Florida 32302-1489, (850) 410-8324, 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 the department.

### III. Privacy and Security

- A. User shall use criminal history record information acquired hereunder only to screen User's Florida current and/or prospective 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 of 1993, as amended, and section 943.0542, F.S. If User is a governmental agency, such records may additionally 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 entity 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 systems 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 FDLE for the applicable current or prospective employee or volunteer. (VCA represents Volunteers for Children Act);
- 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 which is or is likely to be out-of-date and, in any event, if criminal activity is pertinent to and considered at the time of an employee or volunteer's service, a current computerized criminal history must be requested and relied upon;
- F. User may destroy criminal history records when they are no longer needed. The original Waiver Agreement and Statement form must be retained by User for as long as the employee or volunteer is working for User, or for five years, whichever is longer.

Destruction must be accomplished in a way so that the information cannot be retrieved; for example, the records may be shredded;

- G. 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 insure 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; and
- H. **\*\*IF ENTITY IS SUBJECT TO THE PUBLIC RECORDS ACT\*\*** - If User is subject to the Public Records Act, chapter 119, F.S., User shall, upon receipt of any request, pursuant to the public records law, for a processed fingerprint card or criminal history record, transmit the request, along with the involved fingerprint card 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 card, 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 that 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 entity or used for a purpose other than that specified in the statute authorizing the request, section 943.0542, F.S.

#### IV. 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 a violation of this agreement which might jeopardize Florida's access to federal 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.

Section 943.053(4), F.S., provides that criminal history record information received from (FDLE) "shall be used only for the purpose stated in the request." National criminal history information received from the FBI is made confidential by federal law and regulation. Section 815.04(3)(b), F.S., prohibits, as a third-degree felony, the willful and knowing disclosure of data from a computer system, without authorization, which data is made confidential by law.

#### V. Miscellaneous

##### A. User agrees that

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

2. User is legally authorized to operate its business or other entity within the State of Florida;
  3. User has complied and will continue to comply with all requirements to properly operate its business or other entity within the State of Florida; and
  4. User shall promptly notify FDLE upon any change to the above, including but not limited to name, address, and status as a business or other entity operating in Florida.
- B. This agreement supersedes any previous agreements concerning the NCPA of 1993, as amended, and/or section 943.0542, F.S.;
- C. This agreement may be amended by FDLE as needed, to comply with state or federal laws or regulations, or administrative needs of FDLE; and
- D. This agreement is binding upon all User employees, agents, officers, representatives, volunteers, contractors, vendors, successors in interest, beneficiaries, subsidiaries, and assigns.

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

NAME OF USER ENTITY \_\_\_\_\_

ENTITY HEAD \_\_\_\_\_ TITLE \_\_\_\_\_  
(PLEASE PRINT)

ENTITY HEAD \_\_\_\_\_  
(SIGNATURE)

DATE \_\_\_\_\_

WITNESS \_\_\_\_\_ TITLE \_\_\_\_\_

FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE)

BY \_\_\_\_\_ TITLE \_\_\_\_\_

DATE \_\_\_\_\_

WITNESS \_\_\_\_\_ TITLE \_\_\_\_\_

VECHS

