



TEXAS DEPARTMENT OF PUBLIC SAFETY
CRIME RECORDS SERVICE

SIGNATURE REQUIRED

Please print, sign and mail the signed user agreement and primary user acknowledgement to DPS
(Address at bottom)

All signatures must be signed in blue ink

“Access” is defined as physical access: The ability to receive, view, or discuss the Criminal History Record Information (CHRI) regardless of retrieval method from Texas Department of Public Safety.

Date:

**DPS Criminal History and Fingerprint-based Applicant
Clearinghouse of Texas User Entity Agreement**

1. This document constitutes an agreement between the Texas Department of Public Safety (DPS), Administrator of the Texas Secure Website for Criminal Record History Information, the Fingerprint-based Applicant Clearinghouse of Texas (FACT) and the state criminal history record information repository, and

Entity Name _____
User Contact Name _____
User Agency Address _____
Email (private only,
no group accounts) _____
Phone _____

an authorized agency or qualified entity legislatively authorized to retrieve state and federal criminal history record information (CHRI), hereinafter referred to as the User Entity.

2. This Agreement sets forth the duties and responsibilities of the Department of Public Safety and the User Entity.

3. Under this agreement, the Department of Public Safety agrees to provide and manage access to DPS and Federal Bureau of Investigation criminal history record information via the Secure Website for Criminal History Record Information, the Fingerprint-based Applicant Clearinghouse of Texas and any other method of access to CHRI. The User Entity shall not permit any person or entity, other than the User Entity's authorized employees, to retrieve CHRI under this agreement. The Department of Public Safety will perform a name-based criminal history check, and reserves the right to require a fingerprint-based criminal history check, on authorized employees of the User Entity prior to allowing them to retrieve information.

4. The Department of Public Safety will provide an electronic subscription service to User Entities with access to the FACT to provide notice of updates to CHRI contained within the FACT. The Department of Public Safety will only provide notice of updates if the User Entity is a subscriber to the record. DPS will provide the User Entity with the option to view the updated record, or to unsubscribe if the User Entity is no longer authorized to access CHRI relating to the subject.

5. The User Entity may retrieve CHRI under this agreement only for those purposes permitted by state and federal law. Any use of CHRI retrieved under this agreement shall be limited to those uses permitted by state and federal law.

6. No financial liability will be incurred by the Department of Public Safety by virtue of this agreement beyond monies available to it for the purpose of fulfilling this agreement.

7. The User Entity and its employees shall abide by all present and hereafter enacted state and federal laws, rules and regulations concerning the collection, storage, retrieval, use, destruction, disclosure and dissemination of CHRI. The User Entity shall provide the subject of the CHRI the opportunity to complete, or challenge the accuracy of, the information contained in the state and federal CHRI. The procedures for obtaining a change, correction, or updating of FBI records are set forth in 28 CFR 16.34. The Error Resolution Unit of the Texas Department of Public Safety, Crime Records Service, processes challenges to the completeness or accuracy of DPS records as provided by 37 Texas Administrative Code Section 27.1(d).

8. The User Entity shall be responsible for ensuring that the User Entity and its employees accessing criminal history record information under this agreement are informed of all applicable state and federal laws, rules and regulations concerning the collection, storage, retrieval, use, destruction, disclosure and dissemination of CHRI. The User Entity shall promptly notify the Department of Public Safety of a violation by the User Entity, or by an employee of the User Entity, of any applicable state or federal law, rule or regulation relating to the collection, storage, retrieval, use, destruction, disclosure or dissemination of criminal history record information retrieved under this agreement.

9. The Department of Public Safety reserves the right to immediately suspend service to the User Entity when the Department determines that this agreement or any applicable state or federal law, rule or regulation has been violated by the User Entity or an employee of the User Entity. The Department of Public Safety may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected and measures have been taken to prevent future violations. The Department of Public Safety shall have the authority to inspect and audit the equipment, records and operations of the User Entity to determine compliance with this agreement and all applicable state and federal laws.

10. Either the Department of Public Safety or the User Entity may, upon 30 days written notice, discontinue service. The Department of Public Safety shall not be required to give notice prior to suspending service as stated above in paragraph 9.

11. The User Entity agrees to hold harmless the Texas Department of Public Safety, its Director and employees from and against any and all claims, demands, actions and suits, including but not limited to, any liability for damages by reason of or arising out of any negligence on the part of the User Entity or its employees with regard to the collection, storage, retrieval, use, destruction, disclosure or dissemination of CHRI retrieved under this agreement.

12. Any employee, applicant, volunteer, or volunteer applicant who will be accessing the DPS Criminal History databases or information shall be subject to a criminal history background check. If a felony conviction of any kind exists, access to the system shall be denied. A review of the denial may be requested in extenuating circumstances where the severity of the offense and the time that has passed would support a possible variance. If a record of any other kind exists, systems access shall not be granted until further review of the matter is determined to verify if systems access is appropriate. If the person appears to be a fugitive or appears to have an arrest history without conviction for a felony or serious misdemeanor, the person shall be under review to determine if systems access is appropriate. If, after review, a determination is made that systems access by the person would not be in the public interest, access shall be denied and the User Entity shall be notified in writing of the denial.

13. Any support personnel, contractors, and custodial workers who access CHRI areas shall be subject to a criminal history background check, as described in paragraph #12, unless these individuals are escorted by authorized personnel at all times. Authorized personnel are those persons who have passed a name-based record check or a fingerprint-based check and have been granted access.

14. The criminal history record information accessed under this agreement is sensitive and security measures must be taken to prevent any unauthorized access, use, or dissemination of the information. Any improper access, use, or dissemination of CHRI may result in administrative sanctions including, but not limited to, termination of services and state and federal criminal penalties.

15. The User Entity and its employees accessing criminal history record information under this agreement have read and agree to abide by the Texas Department of Public Safety *Security Policy for Non-criminal Justice Agency Access, Use, and Dissemination of Criminal History Record Information* attached to this agreement and incorporated herein by reference.

In WITNESS WHEREOF, the parties hereto caused this agreement to be executed by the proper officers and officials.

USER ENTITY

Signature of Contact Person: _____

Printed Name of Contact Person: _____

Title: _____

Date: _____

PLEASE MAIL TO:

*DEPARTMENT OF PUBLIC SAFETY
CRIME RECORDS SERVICE
PO BOX 149322
AUSTIN TX 78714-9322*

**OFFICIAL USE ONLY. PLEASE DO NOT
WRITE IN THE BOX BELOW.**

TEXAS DEPARTMENT OF PUBLIC SAFETY

By: _____

Title: _____

Date: _____

Rev. 12/07
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