

GREAT FUTURES START HERE.



Events Volunteer Application Packet

THANK YOU for your interest in becoming a volunteer with the Boys & Girls Clubs of Martin County! We look forward to learning more about you and feel confident that this will be a rewarding experience for both you and the youth we serve.

The process for becoming an approved volunteer is as follows:

- Complete the events volunteer application form.
- Read and sign the confidentiality form.
- Read and sign the waiver agreement and statement.
- Complete the background screen request form.
- Read and sign the clearinghouse privacy policy form.
- Turn in all completed forms in one of the following ways:
 - Drop off to the Administrative Office in Hobe Sound (11900 SE Federal Highway)
 - Email to Vanessa McMillan at VMcMillan@bgcmartin.org
 - Mail to: Boys & Girls Clubs of Martin County

Attn: Vanessa McMillan
P.O. Box 910
Hobe Sound FL 33475

- Fax to: +(772) 218-0018

Attn: Vanessa McMillan

Completion of a Level I background screening is required for all one-time event volunteers. If you wish to volunteer at our Club sites when youth are present or for more than one event, a Level II background screening will be required. Please contact our HR department to schedule fingerprinting. Once approved, you will be notified.



EVENTS VOLUNTEER APPLICATION FORM

Please ensure all writing is printed and legible.

Last Name		First Name		Middle Name	
Current Address:	Street	City	State	Zip Code	
Other Addresses, last 5 years:	Street	City	State	Zip Code	
Other Addresses, last 5 years:	Street	City	State	Zip Code	
Home Telephone Number		Cell Phone Number		Email address	
Current Employer or former employer, if retired*		Work Number		Education Level High School ☐ College ☐ Graduate School ☐ Other ☐	
*Many employers provide grants to non-profits for employee and retirees volunteer hours					
Previous/current volunteer experience					
Referral Source					
Reference (#1) Name:		Phone #:		Reference (#2) Name:	
Email:		Relationship & Years Known:		Email:	

*Please be sure to notify your references that our HR department will be in touch.

 Full-time Resident OR Seasonal Resident Which months are you in Florida?

I CERTIFY THAT ALL STATEMENTS ON THIS APPLICATION ARE TRUE AND HEREBY AUTHORIZE INVESTIGATION OF ALL STATEMENTS CONTAINED IN THIS APPLICATION. I FURTHER UNDERSTAND THAT VOLUNTEERING WILL BE CONDITIONAL UPON INITIAL AND CONTINUAL SATISFACTORY BACKGROUND SCREEN RESULTS.

Signature of Applicant _____ Date _____

CONFIDENTIALITY AND NON-DISPARAGEMENT AGREEMENT FOR VOLUNTEERS (4 Pages)

The purpose of this Confidentiality and Non-Disparagement Agreement (this "Agreement") is to set forth the understanding of the Volunteers of the Boys & Girls Clubs of Martin County, Inc. (the "Clubs") with respect to **confidentiality of activities, materials and information from the Clubs**

I, _____ (Volunteer Name), enter into this Agreement as of _____, 2025.
My consideration for entering into this Agreement is my volunteerism or continued volunteerism with the Clubs.

1. I Will Maintain the Confidentiality of Confidential Information.

A. Confidential Information. In the course of my volunteerism with the Clubs, I may have access to, be trusted or become acquainted with, and/or may acquire, knowledge of various confidential, trade secret and/or proprietary information of the Clubs that is of a personal nature to the Clubs' clients or that provides the Clubs or its clients with a competitive advantage (or that could be used to the Clubs' disadvantage by a competitor), that is not generally known by people not employed or associated with the Clubs and that could not easily be learned or determined by someone outside the Clubs (collectively, "Confidential Information"). Confidential Information includes, but is not limited to, all non-public information whatever its nature and form and whether obtained orally, by observation, from written materials or any other media, including, but not limited to, human resource information, payroll, donor information and identities, technical data, know-how, research, business practices, agreement terms, services, employees, volunteers, Directors, suppliers, clients, technology or other strategic partners, markets, software, developments, processes, marketing, finances, notes, analyses or studies and all tangible and intangible embodiments thereof of any kind whatsoever.

B. My Use of Confidential Information. During my volunteerism with the Clubs, and at all times thereafter, I shall not in any manner, either directly or indirectly, (1) use any part of the Confidential Information except to provide services to the Clubs, or (2) divulge, disclose, distribute, reproduce or communicate to any person or organization any of the Confidential Information without the prior written consent of the Clubs; provided, however, that I may disclose the Confidential Information as may be required by law or court process, provided that I provide the Clubs reasonable prior notice to allow the Clubs sufficient time to obtain a protective order to prevent disclosure of the Confidential Information, or take other appropriate action.

C. I will Protect the Confidential Information. I will take all steps reasonably necessary and/or requested by the Clubs to ensure that the Confidential Information is kept confidential pursuant to this Agreement. I will comply with all applicable published and communicated policies, procedures and practices that the Clubs has established and may establish from time to time with regard to the Confidential Information. I will not, directly or indirectly, reproduce, permit reproduction of, remove and/or permit removal from the Clubs' premises of, any Confidential Information, except as necessary within the scope of my volunteerism with the Clubs.

D. The Clubs Owns the Confidential Information. I acknowledge and agree that the Confidential Information, and all copies and manifestations of the same, are, and shall remain at all times, the exclusive property of the Clubs and/or its clients and clients.

E. I Acknowledge the Value of the Confidential Information. I acknowledge and agree that the Confidential Information is a special and unique asset of the Clubs, created and/or obtained by the Clubs at time and/or expense, from which the Clubs may or do derive independent economic value from the Confidential Information not being generally known to third parties.

F. My Return of Confidential Information and Other Property. I will, immediately upon the Clubs' request, and immediately upon termination of my volunteerism with the Clubs, for any reason or for no reason (and regardless of who is the terminating party), return to the Clubs: (i) all copies and manifestations of Confidential Information that I may have or have access to; (ii) all documents, other materials and equipment provided by the Clubs; and (iii) all documents and materials that I have prepared during my volunteerism with the Clubs.

G. Notice to My Future Volunteer Agencies. Following the termination of my volunteerism with the Clubs, for any reason or for no reason (and regardless of who is the terminating party), the Clubs shall have the right to: (i) inform each of my future volunteer agencies and engagees in writing of the existence of this Agreement and (ii) provide such volunteer agencies and engagees with a copy of this Agreement.

2. Non-Disparagement. At all times following the execution of this Agreement, I agree to refrain from communicating with third parties in any manner whatsoever that is detrimental to the interests of the Clubs or disparaging the Clubs and its services, employees, volunteers, Directors, suppliers or clients to third parties in any utterance, writing, or other form of communication to communicate with reference to the Clubs only in truthful, favorable and respectful terms.

3. I Have No Other Conflicting Obligations. I hereby represent, warrant and covenant to the Clubs that I am not bound, nor will I become bound, by any contract, agreement, covenant or other obligation that may or does prevent me in any manner from performing pursuant to this Agreement. I have not and shall not, at any time, improperly use or disclose any proprietary information or trade secrets of any former or current employer or other person or entity with which I have any agreement or duty to keep in confidence information acquired by me, if any. I shall not bring onto the Clubs' premises any unpublished document or proprietary information belonging to such employer, person or entity unless consented to in writing by such employer, person or entity. I represent and warrant to the Clubs that the Results (as defined below) or any part thereof does not and will not infringe any patent rights, copyright, trade secret right, or other proprietary right of any third party.

4. Enforcement Costs and Fees. I agree if any legal proceedings are brought for the enforcement of this Agreement, in addition to any other relief to which the successful or prevailing party may be entitled, the successful or prevailing party will be entitled to recover attorneys' fees, investigative fees, administrative fees billed by such party's attorneys, court costs and all expenses, including, without limitation, all fees, taxes, costs and expenses incident to arbitration, appellate, and post-judgment proceedings, incurred by the successful or prevailing party in that action or proceeding. Solely for purposes of determining whether I or the Clubs will be responsible for paying such amounts, I agree that the Clubs shall be deemed the prevailing party in any suit, action or legal proceeding in which the Clubs proves by a preponderance of evidence that I have either: (A) violated, breached, or threatened to breach this Agreement; and/or (B) retained any of the property which I am required by this Agreement to return to the Clubs.

5. Certain Legal Effects of this Agreement.

A. Any Claim I May Have Against the Clubs is Not a Defense to Enforcement. The existence of any claim or cause of action I might have against the Clubs predicated on this Agreement or otherwise, will not constitute a defense to the enforcement by the Clubs or its clients or clients of this Agreement.

B. Enforcement of this Agreement by the Clubs is Necessary and Reasonable. I acknowledge and agree that the enforcement of this Agreement by the Clubs is necessary to ensure the preservation, protection and continuity of the business, clients, Confidential Information, and goodwill of the Clubs. I acknowledge and agree that the length and scope of the terms and restrictions contained in this Agreement are fair and reasonable and not the result of overreaching, duress or coercion of any kind. I further acknowledge and agree that my full, uninhibited and faithful observance of this Agreement will not cause me any undue hardship, financial or otherwise, and that enforcement of this Agreement will not impair my ability to obtain volunteerism commensurate with my abilities and on terms fully acceptable to me, or to otherwise obtain income required for the comfortable support of me and my family, and the satisfaction of the needs of my creditors.

C. Each Provision of this Agreement Can Be Read Independently and Can Be Enforced to the Fulllest Extent Possible. I agree that if any provision of this Agreement is contrary to, prohibited by, or deemed invalid under, any applicable law, rule or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder of this Agreement will not be so invalidated, and will be given full force and effect so far as possible. Furthermore, if any provision of this Agreement may be construed to have more than one meaning, and one meaning would make the provision invalid or otherwise voidable or unenforceable, while another meaning would make the provision valid and enforceable, the provision will have the meaning which makes it valid and enforceable.

D. Restrictions. In the event that any court finally holds that any of the restrictions or other provisions contained in this Agreement constitute an unreasonable restriction upon me, I agree that the provisions of this Agreement will not be rendered void, but will apply as to their time and territory or to such other extent as such court may judicially determine or indicate constitutes a reasonable restriction.

E. Equitable Relief. I acknowledge that damages at law would be an inadequate remedy for any breach or threatened breach of this Agreement by me. Therefore, in the event of a breach or threatened breach by me of this Agreement, the Clubs shall be entitled, in addition to all other rights or remedies, to an injunction restraining such breach, without being required to show any actual damage or to post an injunction bond, and/or a decree of specific performance, and/or any other equitable remedy.

6. Miscellaneous.

A. Only Written Amendments to this Agreement Are Permitted. I agree that the provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only by a writing signed by both an authorized representative of the Clubs and me, and making specific reference to this Agreement.

B. Assignment of Rights and Obligations Under this Agreement. The Clubs may assign its rights and/or obligations pursuant to this Agreement without my prior written consent.

C. Jurisdiction and Venue For any Legal Action Will Be in Martin County, Florida. I acknowledge that a substantial portion of negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Martin County, Florida, and that, therefore, I irrevocably and unconditionally (i) agree that any suit, action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Florida in Palm Beach County, or the court of the United States, Southern District of Florida, (ii) consent to the jurisdiction of each such court in any such suit, action or proceeding, (iii) waive any objection which I may have to the laying of venue of any such suit, action or proceeding in any of such courts, and (iv) agree that service of any court paper may be effected on any party in any manner as may be provided under applicable laws or court rules in said state.

D. This Agreement is Governed by the Laws of Florida. I agree that this Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard for the principles of conflicts of law.

E. Headings in this Agreement are for Convenience Only. The headings contained in this Agreement are for convenience only. The headings are not considered a part of this Agreement and will not limit or affect in any way the meaning or interpretation of this Agreement.

F. Survival. All covenants, agreements, representations and warranties made by me in this Agreement or otherwise made by me in writing pursuant to this Agreement shall survive the execution and delivery of this Agreement and the expiration or termination of my volunteerism with the Clubs, for any reason or for no reason (and regardless of who is the terminating party).

G. Waivers. If the Clubs ever fails to require, or delays requiring, my performance of any provision of this Agreement, even if known, such failure or delay will not affect the Clubs' right to require performance of that provision, or to exercise any of its rights, powers or remedies pursuant to this Agreement. Any waiver by the Clubs of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement.

H. Remedies are Non-Exclusive and Cumulative. Each remedy provided to either the Clubs or me pursuant to this Agreement is intended not to be exclusive of any other remedy available to the Clubs or me pursuant to this Agreement and shall be in addition to every other remedy available to the Clubs or me. No single or partial exercise by either the Clubs or me of any right, power or remedy provided pursuant to this Agreement shall disallow or preclude any additional exercise of such right, power or remedy by such party.

I. Preparation of Agreement. This Agreement shall not be construed more strongly against the Clubs despite the Clubs' responsibility for its preparation.

J. ADVICE OF COUNSEL. THE CLUBS AND I EACH ACKNOWLEDGE THAT IT HAS BEEN ADVISED BY ITS OWN COUNSEL WITH RESPECT TO THE TRANSACTION GOVERNED BY THIS AGREEMENT, AND SPECIFICALLY WITH RESPECT TO THE TERMS OF SECTION 6(K), WHICH CONCERNS THE WAIVER OF EACH PARTY'S RIGHT TO TRIAL BY JURY.

K. JURY WAIVER. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. THE CLUBS AND I EACH HEREBY IRREVOCABLY WAIVE ANY RIGHT WE MAY HAVE TO A TRIAL BY JURY. EITHER I OR THE CLUBS MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE CLUBS AND I OF THE WAIVER OF EACH OF OUR RIGHTS TO TRIAL BY JURY. NEITHER THE CLUBS NOR I HAVE MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. THE CLUBS AND I EACH HAVE READ AND UNDERSTAND THE EFFECT OF THIS JURY WAIVER PROVISION.

L. This Agreement Is Our Entire Understanding. This Agreement represents the entire understanding and agreement between the Clubs and me with respect to its subject matter and supersedes all other negotiations, understandings and representations (if any) made by and between the Clubs and me regarding the same. Nothing in this Agreement shall be construed as a contract for my volunteerism, or a guarantee of my volunteerism, with the Clubs.

Volunteer Signature

Print Name

Accepted by Boys & Girls Clubs of Martin County, Inc.

Signature

Vanessa McMillan

Print Name

Volunteer Engagement Specialist

Title

WAIVER AGREEMENT AND STATEMENT

for Criminal History Record Checks

Pursuant to the National Child Protection Act of 1993, as amended, and section 943.0542, Florida Statutes, this form must be completed and signed by every current or prospective employee, volunteer, and contractor/vendor, for whom criminal history records are requested by a qualified entity under these laws.

I hereby authorize Boys & Girls Clubs of Martin County (**Qualified Entity**) to request information from various Federal, State, and other agencies which maintain records concerning my past activities related to my driving, criminal, civil and other experiences. I understand that I would be able to receive any national criminal history record that may pertain to me directly from First Advantage Background Services Corp. ("First Advantage"), P.O. Box 105292, Atlanta, GA 30348, 1-800-845-6004 and that I could then freely disclose any such information to whomever I chose. By signing this Waiver Agreement, it is my intent to authorize the dissemination of any national criminal history record that may pertain to me to the Qualified Entity with which I am or am seeking to be employed or to serve as a volunteer, pursuant to the National Child Protection Act of 1993, as amended, and Section 943.0542, Florida Statutes.

I understand that, until the criminal history background check is completed, you may choose to deny me unsupervised access to children, the elderly, or individuals with disabilities. I further understand that, upon request, you will provide me a copy of the criminal history background report, if any, you receive on me and that I am entitled to challenge the accuracy and completeness of any information contained in any such report. I may obtain a prompt determination as to the validity of my challenge before you make a final decision about my status as an employee, volunteer, contractor, or subcontractor.

Have you ever been convicted/plead nolo contendere to a crime or had adjudication withheld? ☐ Yes ☐ No

Are you currently awaiting trial, sentencing or other disposition of a criminal charge? ☐ Yes ☐ No

If the answer to either question is yes, please explain (state the date, type of crime, place of occurrence, disposition):

I authorize you to release my criminal history records, if any, to other qualified entities. ☐ Yes ☐ No

Conviction of a crime will not necessarily disqualify you for a volunteer opportunity. Each conviction will be judged on its own merit with respect to time and volunteer relatedness.

Signature: _____

Date: _____

Printed Name: _____

Address: _____

TO BE COMPLETED BY QUALIFIED ENTITY:

Entity Name: Boys & Girls Clubs of Martin County

Address: P.O. Box 910, Hobe Sound, Florida 33475

Telephone: 772-545-1255

ORIGINAL - MUST BE RETAINED BY QUALIFIED ENTITY



Care Provider Background Screening Clearinghouse Background Screening Request Form

You have applied for a position with a health care and/or service provider regulated by a specified agency in the Care Provider Background Screening Clearinghouse (Clearinghouse) that requires a fingerprint-based background check. As a health care and/or service provider regulated by a specified agency in the Clearinghouse we may conduct a search for an existing background screening result or submit a new background screening request through the Clearinghouse results website on your behalf.

In order to complete the search and/or background screening request we must collect the following information. This information is required by the Clearinghouse, the Florida Department of Law Enforcement, and the Federal Bureau of Investigation.

Please provide the following information:

Applicant Information

*First Name: _____
Middle Name: _____
*Last Name: _____
Aliases: _____
*SSN: _____
*Date of Birth: _____
*Place of Birth: _____

Demographics

*Sex: _____
*Race: _____
*Hair Color: _____
*Eye Color: _____
*Height: _____
*Weight: _____

Contact Information

*Address Line 1: _____
Address Line 2: _____
*City: _____
*State: _____
*Zip: _____
County: _____
Prior States: _____
Email: _____
Phone: _____

*Denotes Required Fields

Prior States: refers only to **states** where you have lived during the past 5 years, other than Florida



PRIVACY POLICY ACKNOWLEDGEMENT FORM

I acknowledge that I have received a copy of the privacy policies from the Florida Department of Law Enforcement and the Federal Bureau of Investigation, which describe the exchange of information where criminal record results will become part of the Care Provider Background Screening Clearinghouse.

I understand and agree that I will read and comply with the guidelines contained in the privacy policies.

Volunteer Name (Printed)

Volunteer Signature

Date

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

NOTICE FOR APPLICANTS SUBMITTING FINGERPRINTS WHERE CRIMINAL RECORD RESULTS WILL BECOME PART OF THE CARE PROVIDER BACKGROUND SCREENING CLEARINGHOUSE

NOTICE OF:

- **SHARING OF CRIMINAL HISTORY RECORD INFORMATION WITH SPECIFIED AGENCIES,**
- **RETENTION OF FINGERPRINTS,**
- **PRIVACY POLICY, AND**
- **RIGHT TO CHALLENGE AN INCORRECT CRIMINAL HISTORY RECORD**

This notice is to inform you that when you submit a set of fingerprints to the Florida Department of Law Enforcement (FDLE) for the purpose of conducting a search for any Florida and national criminal history records that may pertain to you, the results of that search will be returned to the Care Provider Background Screening Clearinghouse. By submitting fingerprints, you are authorizing the dissemination of any state and national criminal history record that may pertain to you to the Specified Agency or Agencies from which you are seeking approval to be employed, licensed, work under contract, or to serve as a volunteer, pursuant to the National Child Protection Act of 1993, as amended, and Section 943.0542, Florida Statutes. "Specified agency" means the Department of Health, the Department of Children and Family Services, the Division of Vocational Rehabilitation within the Department of Education, the Agency for Health Care Administration, the Department of Elder Affairs, the Department of Juvenile Justice, and the Agency for Persons with Disabilities when these agencies are conducting state and national criminal history background screening on persons who provide care for children or persons who are elderly or disabled. The fingerprints submitted will be retained by FDLE and the Clearinghouse will be notified if FDLE receives Florida arrest information on you.

Your Social Security Number (SSN) is needed to keep records accurate because other people may have the same name and birth date. Disclosure of your SSN is imperative for the performance of the Clearinghouse agencies' duties in distinguishing your identity from that of other persons whose identification information may be the same as or similar to yours.

Licensing and employing agencies are allowed to release a copy of the state and national criminal record information to a person who requests a copy of his or her own record if the identification of the record was based on submission of the person's fingerprints. Therefore, if you wish to review your record, you may request that the agency that is screening the record provide you with a copy. After you have reviewed the criminal history record, if you believe it is incomplete or inaccurate, you may conduct a personal review as provided in s. 943.056, F.S., and Rule 11C8.001, F.A.C. If national information is believed to be in error, the FBI should be contacted at 304-625-2000. You can receive any national criminal history record that may pertain to you directly from the FBI, pursuant to 28 CFR Sections 16.30-16.34. You have the right to obtain a prompt determination as to the validity of your challenge before a final decision is made about your status as an employee, volunteer, contractor, or subcontractor.

Until the criminal history background check is completed, you may be denied unsupervised access to children, the elderly, or persons with disabilities.

The FBI's Privacy Statement follows on a separate page and contains additional information.

Privacy Act Statement

This privacy act statement is located on the back of the [FD-258 fingerprint card](#).

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

As of 03/30/2018

NONCRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS

As an applicant who is the subject of a national fingerprint-based criminal history record check for a noncriminal justice purpose (such as an application for employment or a license, an immigration or naturalization matter, security clearance, or adoption), you have certain rights which are discussed below. All notices must be provided to you in writing.¹ These obligations are pursuant to the Privacy Act of 1974, Title 5, United States Code (U.S.C.) Section 552a, and Title 28 Code of Federal Regulations (CFR), 50.12, among other authorities.

- You must be provided an adequate written FBI Privacy Act Statement (dated 2013 or later) when you submit your fingerprints and associated personal information. This Privacy Act Statement must explain the authority for collecting your fingerprints and associated information and whether your fingerprints and associated information will be searched, shared, or retained.²
- You must be advised in writing of the procedures for obtaining a change, correction, or update of your FBI criminal history record as set forth at 28 CFR 16.34.
- You must be provided the opportunity to complete or challenge the accuracy of the information in your FBI criminal history record (if you have such a record).
- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on information in the FBI criminal history record.
- If agency policy permits, the officials may provide you with a copy of your FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at <https://www.fbi.gov/services/cjis/identity-history-summary-checks> and <https://www.edo.cjis.gov>.
- If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI by submitting a request via <https://www.edo.cjis.gov>. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR 16.30 through 16.34.)
- You have the right to expect that officials receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.³

¹ Written notification includes electronic notification, but excludes oral notification.

² <https://www.fbi.gov/services/cjis/compact-council/privacy-act-statement>

³ See 5 U.S.C. 552a(b); 28 U.S.C. 534(b); 34 U.S.C. § 40316 (formerly cited as 42 U.S.C. § 14616), Article IV(c); 28 CFR 20.21(c), 20.33(d) and 906.2(d).