CRIMINAL JUSTICE INFORMATION SERVICES (CJIS)
SYSTEMS USER AGREEMENT

The FBI CJIS Division provides state-of-the-art identification and information services to the local, state, federal, and the international criminal justice community, as well as the noncriminal justice community, for licensing and employment purposes. These services are administered and maintained by the FBI CJIS Division and managed in cooperation with the CJIS Systems Agency (CSA) and its administrator for CJIS data, the CJIS Systems Officer (CSO). The CJIS Systems information includes, but is not limited to: the Interstate Identification Index (III); National Crime Information Center (NCIC); Uniform Crime Reporting (UCR), whether summary or incident-based reporting to the National Incident-Based Reporting System (NIBRS); the Integrated Automated Fingerprint Identification System (IAFIS); and the National Instant Criminal Background Check System (NICS).

The FBI CJIS Division provides the following services to its users:

- operational, technical, and investigative assistance;

- telecommunication lines to state and federal interfaces;

- legal and legislative review of matters pertaining to all CJIS Systems, and other related services;

- timely information on all aspects of all CJIS Systems and other related programs by means of operating manuals, code manuals, technical and operational updates, various newsletters, frequently asked questions, and other relevant documents;

- training assistance and up-to-date materials provided to each CSO, NICS Point of Contact (POC), Compact Officer, State Administrator, and other appropriate personnel;

- ongoing assistance to Systems' users through meetings and briefings with the CSO, State Administrators, Compact Officers, and NICS Points of Contact to discuss operational and policy issues;

- an Advisory Process through which users have input as to the policies and procedures governing the operation of CJIS programs;

- a National Crime Prevention and Privacy Compact Administrative Office through which states can submit issues concerning the noncriminal justice use of the III System;

- annual NICS POC Conference;

- audit; and

- staff research assistance.

The purpose behind a designated CSO is to unify responsibility for Systems user discipline and to ensure adherence to Systems procedures and policies within each state/territory and by each federal user. This agreement outlines the responsibilities of each CSO as they relate to all CJIS Systems and other related CJIS administered programs. These individuals are ultimately responsible for planning necessary hardware, software, funding, and training for access to all CJIS Systems.

To ensure continued access as set forth above, the CSA agrees to adhere to all applicable CJIS policies including, but not limited to, the following:

1. The signatory state will provide fingerprints that meet submission criteria for all qualifying arrests. In addition, states will make their records available for interstate exchange for criminal justice and other authorized purposes unless restricted by state law and, when applicable, continue to move toward participation in the III and the National Fingerprint File, upon ratification of the National Crime Prevention and Privacy Compact.

2. Appropriate and reasonable quality assurance procedures, e.g., hit confirmation, record timeliness, validation, etc., must be in place to ensure that only complete, accurate, and valid information is maintained in the CJIS administered systems.

3. Biannual file synchronization of all information entered into the III by participating states.

4. Security - Each agency is responsible for appropriate security measures as applicable to physical security of terminals and telecommunication lines; personnel security to include background screening requirements; technical security to protect against unauthorized use; data security to include III use, dissemination, and logging; and actual security of criminal history records. Additionally, each CSO must ensure that all agencies establish an information security structure that provides for an Information Security Officer.

5. Audit - Each agency shall be responsible for complying with all audit requirements for CJIS Systems. Each CSO is responsible for completing a triennial audit of all agencies with access to CJIS Systems through the CSO's lines.

6. Training - Each agency shall be responsible for training requirements, including compliance with operator training mandates.

7. Integrity of the Systems in accordance with FBI CJIS Division/state/federal policies. Computer incident reporting is required.

Additionally, where applicable, the following documents are incorporated by reference and made part of this agreement:
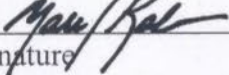
- *Bylaws for the CJIS Advisory Policy Board and Working Groups*;

- *CJIS Security Policy* to include all elements of the *NCIC Computerized Criminal History Program Background, Concept and Policy;*

- *Interstate Identification Index Operational and Technical Manual, National Fingerprint File Operations Plan, NCIC 2000 Operating Manual, UCR Handbook-NIBRS Edition*, and *National Incident-Based Reporting System Volumes 1, 2,* and *4;*

- National Crime Prevention and Privacy Compact, 42 U.S.C. §14611-616;

- NCIC Standards and UCR Standards, as recommended by the CJIS Advisory Policy Board;

- The National Fingerprint File Program Qualification Requirements;

- *Title 28, Code of Federal Regulations*, Parts 20, 25, and 9;

- Other relevant documents, to include: *NCIC Technical and Operational Updates, CJIS Information Letters, NICS User Manual*, NICS Interface Control Document; and

- Applicable federal and state laws and regulations.

ACKNOWLEDGMENT AND CERTIFICATION

As a CSO, I hereby acknowledge the duties and responsibilities as set out in this agreement. I acknowledge that these duties and responsibilities have been developed and approved by CJIS Systems users to ensure the reliability, confidentiality, completeness, and accuracy of all information contained in, or obtained by means of, the CJIS Systems. I further acknowledge that failure to comply with these duties and responsibilities may subject my state/agency; other federal, state, and local criminal justice users; and approved noncriminal justice users with System access via the CSA, whether direct or indirect, to various sanctions as approved by the Director of the FBI, which may include the termination of CJIS services.

I hereby certify that I am familiar with all applicable documents that are made part of this agreement and to all applicable federal and state laws and regulations relevant to the receipt and dissemination of documents provided through the CJIS Systems.

This agreement is a formal expression of the purpose and intent of both parties and is effective when signed. It may be amended by the deletion or modification of any provision contained therein, or by the addition of new provisions, after written concurrence of both parties. Because the "Acknowledgment and Certification" is being executed by the CSO in both an individual and representative capacity, this agreement will remain in effect after the CSO vacates his/her position, or until an affirmative action is initiated to amend or rescind its provisions, or pursuant to an action approved by the Director of the FBI. This agreement does not confer, grant, or authorize any rights, privileges, or obligations to any third party.
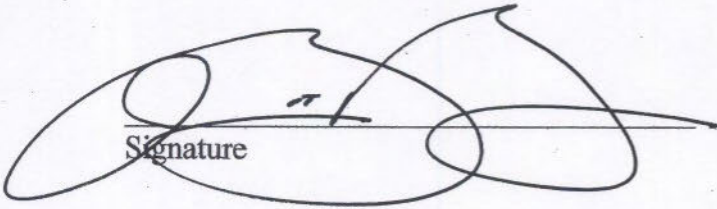
*_____
Signature

Mark J. Kahanic, Section Chief
Printed Name

CJIS Systems Officer or CJIS WAN Official
Title

11/16/04
Date

CONCURRENCE OF CSA HEAD:

Signature _____

Unit Chief, Law Enforcement Support Ctr.
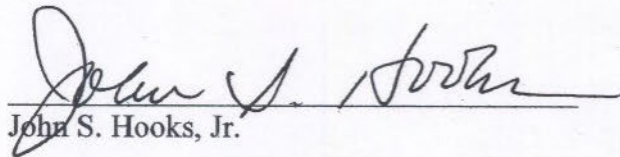Title

J. Scott Blackman, Unit Chief
Printed Name

11/16/04
Date

FBI CJIS DIVISION:

John S. Hooks, Jr.

Acting Assistant Director in Charge, CJIS Division
Title   Date

* The FBI Designated Federal Employee should be notified when a CSO vacates his/her position. The name and telephone number of the Acting CSO, and when known, the name and telephone number of the new CSO should be provided.

Revised: 03/15/2004

MARK KAHANIC
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