



Louisiana State Police CJIS Vendor Agreement

1. Purpose

This agreement intends to facilitate compliance with the Criminal Justice Information Services (CJIS) Security Policy and the requirements established by the Louisiana State Police (LSP) for vendors providing services to Criminal Justice Agencies (CJAs) in Louisiana. The Louisiana State Police is designated as the CJIS Systems Agency (CSA) for Louisiana, and as such is responsible for ensuring all entities, public or private, protect Criminal Justice Information (CJI) accordingly. The LSP provides (1. fingerprint-based background checks and (2. audit applications and services, to ensure vendor personnel information and CJI system compliance information is available to CJAs within Louisiana. This Agreement, along with these applications and services allows the LSP to share record check and audit results with the Louisiana CJAs to ensure CJIS Security Policy compliance. An additional benefit is the reduction of cost and burden to vendors and Louisiana CJAs for CJIS compliance.

2. Policy

As CSA, the LSP administers, operates, and maintains the Louisiana Law Enforcement Telecommunication System (LLETS) pursuant to both Louisiana Statutes and the LLETS and National Crime Information Center (NCIC) User Agreements. Additionally, the LSP enforces the requirements of the CJIS Security Policy to ensure compliance from protecting CJI, including, but not limited to, personnel security and formal audits. Formal audits may include but are not limited to, examination and verification of policies, procedures, protocols, processes, rules, forms, records, physical environment, storage, and systems associated with CJI.

Definitions:

Access to Criminal Justice Information — The physical or logical (electronic) ability, right, or privilege to view, modify, or make use of CJI.

CJIS Security Policy — The CJIS Security Policy contains information security requirements, guidelines, and agreements reflecting the will of law enforcement and criminal justice agencies for protecting the sources, transmission, storage, and generation of Criminal Justice Information (CJI). The CJIS Security Policy integrates presidential directives, federal laws, FBI directives and the criminal justice community's APB decisions along with nationally recognized guidance from the National Institute of Standards and Technology.

CJIS Systems Agency (CSA) — A duly authorized, state, federal, international, tribal, or territorial criminal justice agency on the CJIS network providing statewide (or equivalent) service to its criminal justice users with respect to the CJIS from various systems managed by the FBI CJIS Division. The LSP is the CSA for Louisiana

Criminal Justice Agency (CJA) — The courts, a governmental agency, or any subunit of a governmental agency which performs the administration of criminal justice pursuant to a statute or executive order and which allocates a substantial part of its annual budget to the administration of criminal justice. State and Federal Inspectors General Offices are included.

Criminal Justice Information (CJI) — Criminal Justice Information is the abstract term used to refer to all of the FBI and the LSP CJIS provided data necessary for criminal justice agencies to perform their mission and enforce the laws, including but not limited to: biometric, identity history, person, organization, property (when accompanied by any personally identifiable information), and case/incident history data.

Criminal Justice Information Services Division (FBI CJIS or CJIS) — The FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJI to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies.

Direct Access — (1) Having the authority to access systems managed by the FBI CJIS Division, whether by manual or automated methods, not requiring the assistance of, or intervention by, any other party or agency. (2) Having the authority to query or update national databases maintained by the FBI CJIS Division including national queries and updates automatically or manually generated by the CSA.

Indirect Access – Having the authority to access systems containing CJI without providing the user the ability to conduct transactional activities (the capability to query or update) on state and national systems (e.g. CJIS Systems Agency (CSA), State Identification Bureau (SIB), or national repositories).

Shared CJIS System – An outsourced, individual computer system which contains CJI, and which provides access/service to multiple CJAs. Examples include cloud storage systems and regionalized Computer-Aided Dispatch (CAD) systems.

Subcontractor – a business or person that carries functions in support of or proximity to CJI, that is contracted by a vendor (see below).

Vendor – A private contractor or company, with a current and active contract to provide services to a criminal justice agency that requires, or in performance of work provides access to CJI.

Vendor Administrator — The person designated at the vendor organization who is the vendor's primary point of contact to the LSP. The Vendor Administrator is; responsible for ensuring vendor employee screening information is provided to the LSP in a timely manner; is the vendor contact for vendor employee matters (e.g. approvals, denials, subsequent arrest notifications); is responsible for security matters; and is responsible for any required vendor audits.

3.0 Louisiana State Police Responsibilities

As the CSA for Louisiana, the LSP provides connectivity to state and national CJIS systems, and operational support for CJIS access. The LSP is responsible for ensuring CJIS compliance within Louisiana for public and private entities that perform and support the administration of criminal justice, including vendors. The LSP established and maintains the Vendor Vetting Program as a single source for Louisiana CJAs to fulfill initial vendor compliance requirements identified within the CJIS Security Policy. The LSP will allow 60-90 days for the vetting process.

The LSP provides access to CJIS Online to allow vendors and CJAs to track and maintain initial audit and vendor employee security requirements. The LSP shall assign a Louisiana only ORI for vendor tracking within CJIS Online. The LSP shall provide an executed copy of the LSP-CJIS Vendor Agreement Acknowledgment to the Vendor. Upon initial approval by the Vendor Review Committee, the LSP shall notify the Vendor Administrator and provide instructions for fingerprint submission.

3.1 Fingerprint-based Background Check

All employees with responsibilities for configuring systems and networks with direct access to CJI, as well as employees with physical and/or logical access to CJI must undergo fingerprint-based background checks. This may include the same type of support as are fingerprinted within the law enforcement agency including, but not limited to, human resources staff, janitorial staff, and facility maintenance personnel.

The LSP shall receive, process, adjudicate, and post results of vendor personnel fingerprints submitted in accordance with this agreement. CJA's shall access the results to determine if access should be granted to vendor personnel. As per the CJIS Security Policy, the LSP is the final approval authority for Louisiana.

3.1.1 CJA Background Checks

As each CJA is responsible for its compliance with the CJIS Security Policy, Louisiana CJAs may elect to perform a separate fingerprint-based check on vendor personnel, in addition to, or in place of the review completed by the LSP under this agreement. The CJA may review additional records beyond fingerprint check results.

3.2 Audits

The LSP shall conduct an initial audit of the Vendor's CJIS related application and services prior to granting Vendor approval. As the delivery of services by the Vendor may vary by client, the LSP reserves the authority to determine whether shared Vendor CJI systems are audited overall, inclusive of the Vendor and all of its contracted CJAs, or separately, auditing the Vendor and each CJA individually. The LSP shall provide the Vendor with a list of non-compliant issues and suggested corrective actions based on the findings of the initial audit. Upon satisfaction of the Louisiana CJIS ISO, the LSP shall notify the Vendor of approval.

3.2.1 External Audits - Lieu of an LSP Audit

The LSP may accept audits provided by a CSA from another state in lieu of performing an audit as required in section 3.2

3.2.2 Sanctions for Noncompliance

The LSP may sanction vendors and CJAs for failure to comply with the policies referenced in this document. Noncompliant vendors and CJAs shall work collaboratively to develop and report mitigation plans and timelines to achieve compliance. The LSP reserves the right to revoke vendor and CJA access for failure to comply with CJIS Security Policy requirements and LLETS policies.

3.2.3 Onsite Security Review

The LSP reserves the right to conduct an on-site physical security review of the Vendor's facilities housing CJI.

4. Vendor Responsibilities:

The Vendor shall comply with all applicable statutes, policies, rules, and regulations governing access to CJI. The Vendor shall appoint a Vendor Administrator to act as a single point of contact with the LSP regarding all matters relating to the establishment and maintenance of compliance with CJIS policies and this Agreement.

4.1 Incorporated Standards

The following documents and regulations are hereby incorporated into this Agreement for all Vendors with access to CJI:

- CJIS Security Policy
- Title 28, Code of Federal Regulations, Part 20 (relevant standards).

The Vendor shall comply with these statutory and policy requirements related to the applications and services provided to Louisiana CJAs.

Additionally, the following documents are hereby incorporated into this Agreement for vendors with direct access to CJI:

- NCIC Operating Manual
- LLETS Operating Manual
- Interstate Identification Index / National Fingerprint File Operational and Technical Manual

Vendors with direct access to CJI shall comply with the requirements of this Agreement and all incorporated requirements of these documents related to applications and services provided to Louisiana CJAs.

Vendors providing services identified as Criminal Intelligence applications shall comply with Title 28, Code of Federal Regulations, Part 23.

4.2 Enrollment

For the purposes of enrollment, the Vendor shall submit the following to the Louisiana CJIS Vendor Vetting Program:

- The LSP Vendor Sponsorship Form, signed by the CJA and the Vendor Administrator
- This Agreement, completed and signed by the Vendor CEO (or designee) and the Vendor Administrator.

The LSP shall notify the Vendor upon receipt and acceptance of the enrollment documents.

4.3 Fingerprinting

The Vendor, including subcontractors, shall submit fingerprints for each Vendor/subcontractor employee with access to CJI. The Vendor is responsible for all applicable fingerprint processing fees. The state and federal fingerprint based background check fee is \$39.25, per employee.

4.4 Audits

The Vendor shall provide audit information requested by the LSP in a complete and timely manner. Audits may be conducted onsite, remotely, or electronically at the LSP's discretion.

4.5 CJIS Security Awareness Training

The Vendor shall ensure all Vendor and subcontractor employees with access to CJI, complete required CJIS security awareness training using CJIS Online within six months of assignment, and remain current in training certification as required, biennial recertification at the time of this Agreement, for the duration of the employee's access to CJI while under the Vendor or subcontractor's employ.

4.6 Other Agreements

The Vendor may have multiple CJIS related contracts with Louisiana CJAs. All Vendor contracts for CJIS related services and applications shall incorporate the CJIS Security Policy Security Addendum. Additionally, the LSP reserves the right to execute additional agreements to supplement this Agreement. Any additional agreement shall be available for CJA and FBI review.

4.7 Vendor Administrator Responsibilities

The Vendor Administrator shall serve as the primary point of contact for CJIS compliance issues for the Vendor, including potential audits. Vendor Administrator duties may be delegated to subject matter experts or designees within the Vendor company.

4.7.1 The Vendor Administrator shall:

1. Ensure the required documentation is submitted to the LSP for enrollment
2. Ensure all Vendor employees with access to CJI are:
 - a. Properly screened, i.e., fingerprints are submitted to the LSP
 - b. Enrolled in CJIS Online, trained within 6 months of assignment, and remain current in security awareness training
 - c. Notified of CJIS security and confidentiality requirements, i.e., sign the CJIS Security Addendum Certification page
3. Upload Vendor Employee Security Addendum certification pages into CJIS Online

4. Notify the LSP immediately regarding any changes to Vendor employee status, including but not limited to
 - a. separation from Vendor employment,
 - b. reassignment to other non-CJIS related duties, or
 - c. any arrests occurring after an initial employee approval by the LSP.

5. Criminal Justice Agency

This Agreement remains separate from all contracts between CJIS vendors and CJAs. Issues that may arise between vendors and CJAs shall be resolved between the contracted parties.

Pursuant to their LLETS User Agreements, the CJAs are responsible for using the vendor's services in compliance with the CJIS Security Policy. Compliance shall be dependent upon the CJA's individual use of and access to CJI via the contracted services.

LSP-CJIS VENDOR AGREEMENT ACKNOWLEDGMENT

The Vendor, supporting CJIS systems within the state of Louisiana, hereby acknowledges the responsibilities as set out in this document as well as those documents incorporated by reference. The Vendor also agrees to comply with all state and federal statutes and regulations as may apply, and to access Criminal Justice Information for criminal justice purposes only.

The Vendor acknowledges these responsibilities have been developed and approved by the LSP and/or the FBI in order to ensure the security, reliability, confidentiality, completeness, and accuracy of all records contained in or obtained by means of CJIS systems. The Vendor acknowledges a failure to comply with these responsibilities could subject the LSP, CJA and this Vendor to various sanctions as recommended by the FBI CJIS Advisory Policy Board (APB) and/or the respective Directors of the LSP and/or the FBI.

To preserve the integrity of LLETS, the LSP reserves the right to suspend service to the CJA, Vendor, connected system, or an individual system user when the security or dissemination requirements are violated. The LSP may terminate services immediately if a violation is discovered. The LSP may reinstate service upon receipt of satisfactory assurance that violation(s) have been corrected.

This agreement remains separate from all contracts between the Vendor and CJAs. Issues which may arise between the Vendor and the CJA shall be resolved between the contract parties.

IN WITNESS WHEREOF, the parties hereto caused this agreement to be executed by the proper officers and officials. This agreement shall become effective upon the date signed.

Business Name	
Address	

Description of Product and/or Service with access to CJI being Purchased:

Has this product and/or service been successfully implemented in other states? If so, list them.
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Has the company ever completed a state or federally issued audit?

If so, has the company ever been denied the ability to do business in any state or for a federal entity due to the findings of that audit? If so, please explain.

Vendor CEO or Designee

Date

Vendor Administrator

Date

LSP CSO or Designee

Date

Once signed, return this document to LSP.VendorVetting@la.gov.