

# CIVIL AGENCY USER AGREEMENT

between the

**LOUISIANA STATE POLICE (LSP)**

**Bureau of Criminal Identification and Information (Bureau)**

hereinafter shall be known as "LSP Bureau"

and

## I. Agency Information

Agency Authorized Recipient (Agency Name)

Government Agency

Yes  No

Applicant Type

Physical Address

Originating Agency Identifier (ORI)

City

State

ZIP Code

### Outsourcing

Is your agency outsourcing any functions that may allow contractor access to Criminal History Record Information (CHRI)? Examples of outsourcing include, but are not limited to, performing information technology (IT) services, storage and/or destruction of criminal history record results, making fitness recommendations for employment or Licensing and obtaining missing dispositions.  Yes  No  
If yes, provide contractor name, phone and email address below.

### Noncriminal Agency Coordinator (NAC)

Authorized Personnel's Full Name and Title (Individual authorized to request and receive Criminal History Record Information (CHRI) on behalf of the agency.

Phone Number

FAX Number

NAC's Email Address

### Local Agency Security Officer (LASO)

Authorized Personnel's Full Name and Title (This individual is the primary Information Security contact between the Agency, the Bureau and Office of Technology Services (OTS))

Phone Number

FAX Number

LASO's Email Address

A request for

## ACCESS AND RECEIPT OF CRIMINAL HISTORY RECORD INFORMATION

The Agency listed on page 1 shall be hereinafter referred to as the "Agency."

### II. Purpose

This Agreement is established to provide Criminal History Record Information (CHRI) to the Agency requesting fingerprint/name-based criminal background checks for the purpose of employment, licensing and/or volunteer placement.

Pursuant to Title 34 USC 40316 access and receipt of fingerprint-based criminal history background checks must be explicitly authorized by federal law or a state statute approved by the U.S. Attorney General; and only individuals identified to be fingerprint background checked in such law or the authorizing statute may be fingerprinted. Name-based background checks must be authorized by Louisiana law.

The Agency is seeking background checks for the following purpose(s):

### III. Background Check Information

What is the purpose of the background check? Provide details: (i.e. job(s), responsibilities and customers/clients served).

Provide federal or state law(s) authorizing the criminal background check purpose(s).

#### IV. The Parties Agree As Follows

The LSP BOI will:

1. Provide the Agency with CHRI in response to fingerprint-based or name-based background checks for civil purposes as allowed by state statute and federal law.
2. Provide the Agency with assistance in interpreting CHRI; however, the LSP Bureau will not provide advice or opinions on an individual's eligibility based on the CHRI.
3. Strive to ensure the completeness and accuracy of the CHRI.
4. Conduct audits of the agency to ensure compliance with this Agreement.
5. Restrict access and receipt of CHRI by the Agency if the LSP Bureau determines the Agency or its directors, officers, agents, or employees have violated the terms of this Agreement.

The Agency will:

1. Comply with state and federal laws, rules, regulations, procedures, and policies, including, but not limited to, the most current version of the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy and the Louisiana Noncriminal Justice Agency Guide regarding the access, use, and dissemination of CHRI.
2. Only use CHRI for the purpose requested as stated in the Louisiana Noncriminal Justice Agency Guide.
3. Obtain and retain any required documents mandated by state or federal law for the purpose of submitting and processing a fingerprint-based CHRI background check for each individual request.
4. Establish the necessary security and management controls for the security and confidentiality of CHRI received in accordance with the most current version of the FBI CJIS Security Policy and Louisiana Noncriminal Justice Agency Guide. This includes, but is not limited to,:
  - a. Designating a Noncriminal Agency Coordinator (NAC) who will act as liaison between the Agency and LSP Bureau. The NAC will receive audit information from the LSP Bureau and serve as the onsite contact person during audits.
  - b. Designating a Local Agency Security Officer (LASO) who is responsible for ensuring compliance with the terms of this Agreement and state and federal laws, rules, regulations, procedures, and policies regarding access, use, and dissemination of CHRI.
  - c. Ensuring its officers, employees, agents, and any other persons associated with the Agency who have access to CHRI, have received security awareness training.
  - d. Ensuring its officers, employees, agents, and any other persons associated with the Agency, abide by all state and federal laws, rules, regulations, procedures, and policies regarding access, use, and dissemination of CHRI; including, but not limited to, any LSP Bureau system(s) approved for use by the Agency for the access, receipt, and retention of CHRI. Additionally, the Agency acknowledges and understands that the use of this system provides for tracking and monitoring of computer access and location-specific variables, as authorized by federal and state laws, rules, regulations, procedures, and policies, including, but not limited to, the most current version of the FBI CJIS Security Policy and Louisiana Noncriminal Justice Agency Guide as it pertains to CHRI. Tracking and monitoring is to ensure the use, storage, dissemination, and processing of CHRI is completed in an appropriate environment and limited to authorized personnel.

- e. Establishing and implementing minimum screening requirements as required by CJIS Security Policy for its officers, employees, agents, and any other persons associated with the Agency who have access to CHRI. No individual may be granted access by the Agency when a felony conviction of any kind exists, unless explicitly approved by the LSP Bureau or CJIS System Officer (CSO).
  - f. Restricting access to physical or electronic CHRI to authorized personnel. Physical copies shall be maintained in a controlled, secure environment, such as in a locked cabinet in a room not accessible to all staff and visitors. When a physically secured location cannot be met, electronic media shall be protected with encryption that meets the most current FBI CJIS Security Policy.
  - g. Disseminating CHRI only when authorized by state or federal law approved by the U.S. Attorney General.
  - h. Ensuring the Agency establishes incident response policy and procedures, including an operational incident handling capability for agency information systems, whether physical or electronic. The Agency shall track, document, and promptly report a security incident of physical or electronic CHRI to the LSP Bureau Information Security Officer (ISO) who shall report the incident to the Louisiana CJIS ISO, Local Agency Security Officer, appropriate Agency officials, and/or local authorities.
  - i. Establishing and implementing policy and procedures for CHRI media protection, including, but not limited to, storage and access, media transport, electronic CHRI sanitization, and physical disposal.
5. Notify individuals of their right to update, challenge, or correct any discrepancies within his or her CHRI, and the Agency providing direction on how to do so.
  6. Retain supporting documentation for a minimum of three years from the time CHRI results are returned for audit purposes. Documentation, including but not limited to, Authorization Forms that support the Agency's purpose for requesting the individual to complete a background check coincides with an authorized purpose in state or federal law. The LSP Bureau recognizes the Agency may have a document retention policy that requires a time period greater than three years.
  7. Allow the LSP Bureau to conduct on-site audits to ensure compliance with the terms of this Agreement.
  8. Immediately notify the LSP Bureau of any changes to sections I and III provided in this Agreement. If access is no longer needed nor authorized by applicable state or federal law, rule, regulation, procedure or policy, the Agency must immediately notify the LSP Bureau to terminate access.
  9. Maintain and keep current a list of all Agency employees with digital or physical access to CHRI and their purpose for access.
  10. The Agency agrees to pay all applicable State and Federal fees on all transactions processed by the LSP Bureau or the FBI from any civil scan device within said Agency.

## **V. Criminal History Record Information Limitations**

The Agency understands CHRI results have the following limitations:

1. The LSP Bureau retains identification records for the State of Louisiana only. Criminal record background checks completed through the FBI are forwarded by request through the LSP Bureau on behalf of the Agency.
2. CHRI is compiled from information submitted to the LSP Bureau from agencies tasked with criminal justice functions. Although the LSP Bureau makes reasonable efforts to ensure all information is submitted as required by law, the LSP Bureau is not responsible for incorrect or missing CHRI.
3. CHRI is constantly being updated as new CHRI is submitted to the LSP Bureau. CHRI is only valid as of the date and time the record check was completed.
4. The LSP Bureau encourages the reporting of all felonies, misdemeanors and arrests under local ordinances that substantially correspond to a violation of state law.
5. The LSP Bureau Repository contains only arrest events resulting from a fingerprint submission at time of arrest. Arrests for which a summons was issued will not appear in the Repository.

## **VI. Entire Agreement**

This Agreement is the complete and exclusive statement of the agreement between the Parties with respect to the subject matter thereof, and supercedes all prior negotiations, representations, proposals and other communications between the Parties either oral or written. The Agreement may only be amended by a written document signed by the Parties, by and through their duly authorized representatives.

## **VII. Term and Termination**

This Agreement is effective when signed by the Parties, by and through their duly authorized representatives, and shall remain in effect until terminated as hereinafter set forth. Either Party may terminate this Agreement for any reason; provided that at least 14 days advance written notice of termination is given to the non-terminating Party by the terminating Party. Either Party may immediately terminate this Agreement without advance written notice if either party, including any of its officers, employees, agents and any other persons associated with either Party, violates any applicable state or federal law, rule, regulation, procedure or policy. If access is no longer needed nor authorized by applicable state or federal law, rule, regulation, procedure or policy, the Agency must immediately notify the LSP Bureau to terminate access. The LSP Bureau may immediately terminate Agency access when an applicable state or federal law, rule, regulation, procedure or policy no longer allows for Agency access.

## **VIII. Indemnity & Hold Harmless**

The Agency agrees to indemnify and hold harmless the LSP Bureau, its Secretary and employees from and against any and all claims, demands, actions, suits and proceedings by others; against all liability to others, including but not limited to any liability for damages by reason or any cause of actions whatsoever, or against any loss, cost, expense, damage resulting there from, arising out of or involving any negligence on the part of the Agency in the exercise or enjoyment of this Agreement. The Agency realizes that the LSP Bureau does not warrant the accuracy of the computerized information.

**IX. Agency Approval**

The "Agency Representative" must have the authority to commit the Agency to the above security and audit requirements, typically the head of the organization or the relevant unit, rather than the contact (listed on page one) who will have access to CHRI results.

Agency Name <input type="text"/>	
Printed or Typed Authorized Agency Representative Name <input type="text"/>	Title <input type="text"/>
Signature of Authorized Agency Representative	Date <input type="text"/>
<b>X. LSP Bureau Approval</b>	
Signature of LSP Bureau Chief Administrator	Date <input type="text"/>
Captain Adam Albright	
<b>Submit completed Agreement via email to:</b> LSP.BCII.NCJA@la.gov	<b>Mail:</b> Louisiana State Police Bureau of Criminal Identification and Information Attn: Security and Access Section 7919 Independence Blvd. A-6 Baton Rouge, LA 70806