

ORI/_____

ACIC System Service Agreement (Indirect Access Agency)

This Agreement is between the Arkansas Crime Information Center, hereinafter referred to as ACIC, and the _____, hereinafter referred to as the Indirect Access Agency. The purpose is to specify the standards and responsibilities of both ACIC and the Indirect Access Agency in the operation and use of ACIC services.

1. Definition

Indirect Access – Having the authority to obtain printed Criminal Justice Information or access to systems containing Criminal Justice Information (CJI) without providing the user the ability to conduct transactional activities through the ACIC System.

2. Access and Use of Information

The ACIC system is restricted to serving the informational needs of governmental criminal justice agencies and others specifically authorized by law. The Indirect Access Agency agrees that the use of information from ACIC system shall be in compliance with state and federal law, as well as, ACIC policies and regulations and FBI CJIS Security Policy.

Access may be granted to noncriminal justice governmental agencies and private contractors pursuant to a specific agreement for the purpose of providing services for the administration of criminal justice. The agreement must comply with the "CJIS Security Policy" and must incorporate the FBI's "Security Addendum". The agreement, and any subsequent modifications to the agreement, must be approved by ACIC prior to execution. The Indirect Access Agency agrees to immediately provide ACIC with a copy of such agreement(s) along with an immediate notice and copy of any future amendments thereto.

ACIC agrees to provide those computerized information services authorized by Arkansas law, plus access to the FBI's National Crime Information Center (NCIC) and the National Law Enforcement Telecommunications System (NLETS), or their successors.

The Indirect Access Agency agrees to abide by ACIC System Regulations, as well as FBI CJIS policies and regulations which are hereby referenced and made a part of this agreement.

The Indirect Access Agency agrees that agencies and officials receiving information from the ACIC system are limited to those that have been assigned an Originating Agency Identifier (ORI) number by the FBI. The ACIC Supervisory Board may also allow other agencies or officials access to information from state controlled databases, when authorized by Arkansas law.

The Indirect Access Agency agrees that information from the ACIC system shall only be used by criminal justice officials, acting in their official capacities, for criminal justice purposes. Any use for non-criminal justice purposes must be authorized by law, under procedures approved by the ACIC Supervisory Board. Information on wanted persons, missing persons, stolen property, hazardous materials, and road and weather conditions may be released to the public, provided ACIC policies are followed. Criminal History, Vehicle Registration, Driver's License or Driver's Record, Gang file, Protection Order, Sex Offender Registrations, Secret Service Protective file, Violent Person file, Known or Suspected Terrorist file, Identity Theft file and administrative message traffic shall not be released to the public. In addition, information provided through JusticeXchange, NPLeX (Pseudoephedrine Logbook), and the Metal Theft Investigative System (LeadsOnLine) information shall not be released to the public. Access to this information is restricted to criminal justice officials acting in their official capacity.

The Indirect Access Agency agrees that criminal history information obtained through the ACIC system is restricted to criminal justice use and may not be accessed for licensing or employment purposes, except criminal justice employment, or other purposes specifically authorized by law.

3. Security

The Indirect Access Agency agrees that all security requirements defined in ACIC and FBI CJIS policies and regulations will be met. The Indirect Access Agency agrees to limit access to CJI to its own employees and other governmental criminal justice officials with a specific right and need to know. Under no circumstances will non-criminal justice personnel or personnel not under the management control of the Indirect Access Agency be allowed access to ACIC provided products, services or data.

Indirect Access Agency agrees to access and use information from ACIC for official criminal justice purposes. Non-authorized use, under Arkansas Code 12-12-212 and 12-12-1002(b), may be a felony. Misuse of the ACIC system, and/or information obtained from it, may be a violation of other applicable state or federal laws.

State and national fingerprint-based record checks must be conducted within 30 days upon initial employment or assignment for all personnel, including appropriate IT personnel, vendors, and service providers having access to ACIC information. Appropriate background investigations must be conducted on personnel with access to ACIC record information, including submission of a completed applicant fingerprint card to the FBI CJIS Division through the State Identification Bureau. If a record of any kind is found, access will not be granted until the Indirect Access Agency chief official, or his/her designee, can review the matter to decide if access/employment is appropriate. If the background investigation reveals that the applicant has entered a plea of guilty, been found guilty or convicted of a crime which is a felony, access to ACIC data or systems will not be granted. This requirement will be interpreted consistent with A.C.A. § 16-90-902.

4. Training

The Indirect Access Agency agrees to comply with all ACIC training requirements. All users of CJI and staff members with access to areas where CJI is stored must take the CJIS Security Training. ACIC will provide the Indirect Access Agency with access to the CJIS Security Training portal for the ability to enter and configure staff to take the required training.

5. QUALITY CONTROL

The Indirect Access Agency agrees to be responsible for the accuracy, completeness and timeliness of all records caused by Indirect Access Agency to be entered by it into the state and national files, as well as, for compliance with ACIC and NCIC record quality controls, validations and audits.

ACKNOWLEDGMENT

We hereby acknowledge and agree to the duties, responsibilities and standards set forth in this document, as well as those documents included by reference, and will ensure that all applicable employees and support agencies and/or contractors will also have a full understanding of this agreement. We further acknowledge that a failure to comply with the conditions of this agreement may result in administrative sanctions or penalties of law.

This Agreement will become effective when executed by both parties and shall remain in force until amended or replaced.

INDIRECT ACCESS AGENCY CHIEF OFFICIAL:

ACIC DIRECTOR:

By _____

By _____

Title _____

Title Director _____

Date _____

Date _____