

## IDACS DEPENDANT AGENCY USER AGREEMENT

In accordance with Indiana Administrative Code (“IAC”) Title 240 Article 5, Rule 2, Section 9 (240 IAC 5-2-9), and subject to the approval of the CSA, the following Agreement is made and entered into

on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the Parties, namely

the \_\_\_\_\_, as identified by the federally

assigned originating agency identifier (ORI) IN \_\_\_\_\_, hereinafter referred to as “**the Dependant Agency**”, and

the \_\_\_\_\_, as identified by the federally

assigned originating agency identifier (ORI) IN \_\_\_\_\_, hereinafter referred to as “**the Terminal Agency**”.

This Agreement sets forth the rights and responsibilities of the Parties with regard to the storage, exchange, and use of any information accessible via the IDACS, CJIS, or Nlets systems.

By entering into this Agreement, the Dependant Agency agrees to abide by all rules, regulations, and policies which now exist or may later be promulgated, enacted, or established by the IDACS Committee, the CJIS Advisory Policy Board, the Nlets Council, or any duly authorized committee or subcommittee of the same.

**FAILURE OF EITHER THE TERMINAL AGENCY OR THE DEPENDANT AGENCY TO COMPLY WITH THE TERMS OF THIS AGREEMENT MAY RESULT IN SANCTIONS BY THE CSA, OR BY THE CJIS DIVISION OF THE FBI, AGAINST THE OFFENDING AGENCY WITH REGARD TO THE OFFENDING AGENCY’S USE OF THE IDACS, NCIC, OR NLETS SYSTEMS, OR ANY INFORMATION ACCESSIBLE THROUGH THE SAME, UP TO AND INCLUDING TERMINATION OF ACCESS TO THE IDACS, NCIC, AND NLETS SYSTEMS.**

**THE CSA MAY REQUIRE, WITH REASONABLE NOTICE, SUCH DOCUMENTATION AS MAY BE NECESSARY TO VERIFY ACTUAL COMPLIANCE WITH THE TERMS OF THIS AGREEMENT.**

### 1. Definitions

- 1.1. “**BMV**” shall mean the Indiana Bureau of Motor Vehicles, which is the repository for registration information regarding drivers, motor vehicles, and watercraft in Indiana.
- 1.2. “**CJI**” shall mean criminal justice information, including, but not limited to, criminal history record information; motor vehicle and driver registration information; wanted, missing, and other person information; and wanted and stolen property information; and other information of interest to the criminal justice or law enforcement community as may become available via the IDACS, CJIS, or Nlets systems.

- 1.3. “**CJIS**” shall mean the Federal Bureau of Investigation’s Criminal Justice Information Services Division, being the repository for criminal justice information services in the Federal Bureau of Investigation. NCIC and III are systems managed by CJIS.
- 1.4. “**CSA**” shall mean the CJIS Systems Agency, being the state organization responsible for connecting agencies and users within the state to systems managed by CJIS. The CSA enforces adherence to CJIS policies and procedures by system users, including federal users, within the CSA’s state jurisdiction and connected to CJIS systems through the CSA’s systems and networks. ISP is the CSA for the State of Indiana.
- 1.5. “**Hit Confirmation**” shall mean the use of designated forms in the IDACS System to inform an inquiring agency of the validity or invalidity of a record stored in the IDACS or NCIC System.
- 1.6. “**IDACS**” shall mean the Indiana Data and Communication System established under Indiana Code (“IC”) 10-13-3-35 and administered under 240 IAC 5. IDACS is the principal CJIS system in Indiana, and is managed by the ISP.
- 1.7. “**ISP**” shall mean the Indiana State Police, being the CSA for the State of Indiana.
- 1.8. “**Message Switching**” shall mean the use of designated forms in the IDACS System to communicate general messages between criminal justice agencies who have been assigned an Originating Agency Identifier (ORI) by either CJIS or Nlets.
- 1.9. “**Nlets**” shall mean the International Justice and Public Safety Network, formerly known as the National Law Enforcement Telecommunications System, a system connecting the independent CJIS systems of the several states for the purpose of sharing CJ, especially, but not necessarily limited to criminal history record information, and motor vehicle and driver registration information.

## 2. General Information

- 2.1. IDACS is established pursuant to IC 10-13-3-35 and 240 IAC 5-1-1 to provide information to law enforcement and criminal justice agencies within Indiana to aid in their decision-making. The IDACS Committee is the governing body over IDACS;
- 2.2. The CSA is obligated under 28 CFR 20 to protect criminal history record information and other criminal justice information proceeding from or related to CJIS systems;
- 2.3. CJIS publishes and enforces the technical requirements necessary to comply with 28 CFR 20 and other related regulations as a single publication known as the CJIS Security Policy, currently in version 5.1 dated July 13, 2012.

- 2.4. 240 IAC 5-1-2, *et seq.* extends the protections of the CJIS Security Policy to all information accessed via IDACS both by in-state agencies and out-of-state agencies via Nlets, including information from the BMV;
- 2.5. Though not a government agency, Nlets is a 501(c)(3) not-for-profit organization owned and governed by the states, and is recognized as the only acceptable means for criminal justice agencies to access other states' CJI for criminal justice purposes.
- 2.6. The CJIS Security Policy applies to and is binding upon both the CSA and all agencies, whether terminal or dependant, accessing CJI within its jurisdiction.
- 2.7. The FBI, through its CJIS Audit Unit, conducts triennial audits of all state-level agencies and select terminal agencies within the state, inspecting for compliance with the CJIS Security Policy in all of its particulars.

### 3. TERM

- 3.1. This Agreement's term shall be from the date of last approval signature of all of the Parties, enduring until the appointment of a new chief official of either the Terminal Agency or the Dependiant Agency, whichever is sooner;
- 3.2. The Parties may terminate this Agreement at any time and for any reason upon thirty (30) days notice in writing. The CSA may terminate this Agreement for cause upon thirty (30) days notice in writing. Upon cancellation, the Dependiant Agency is no longer entitled to direct access to the system. Serious violations of this agreement by either the Dependiant Agency or the Terminal Agency may result in the immediate suspension of access to IDACS information to the offending Agency.
- 3.3. This Agreement may be renewed as needed upon the written agreement of the Parties;
- 3.4. Should any disputes arise with respect to this Agreement, the Terminal Agency and the Dependiant Agency agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. If resolution is not reached, the Parties and the CSA shall consider whether termination of the agreement is appropriate;
- 3.5. This agreement may be modified upon the initiative of either of the Parties. Modifications must be in writing and be reviewed by the IDACS Committee to ensure consistency with IDACS policies, and must be signed by the chief official of both the Terminal Agency and the Dependiant Agency, or their authorized designee(s). Modifications become effective when signed by the chief official of both the Terminal Agency and the Dependiant Agency.

**4. DOCUMENTS INCORPORATED BY REFERENCE.**

**The following documents are hereby incorporated by reference and made a part of this Agreement:**

- 4.1. United States Code of Federal Regulations Title 28 Part 20 (28 CFR 20), as now enacted or hereafter amended;
- 4.2. Indiana Administrative Code Title 240 Article 5 (240 IAC 5), as now enacted or hereafter amended;
- 4.3. CJIS Security Policy, as now published or hereafter amended;
- 4.4. IDACS Standard Operating Procedures, as now published or hereafter amended;

The Parties hereby agree that these documents so incorporated may be amended at any time after this Agreement takes effect, and that such amended documents shall have as much effect immediately as the originals of the same have at the time this Agreement takes effect.

The CSA shall make every effort reasonable to ensure that the most current versions of these documents are available to the Terminal Agency. The Terminal Agency shall make every effort reasonable to ensure that the versions of these documents as provided by the CSA are available to the Dependant Agency.

**5. TERMINAL AGENCY'S DUTIES.**

**The Terminal Agency shall do the following:**

- 5.1. Provide the Dependant Agency with Message Switching service between the non-terminal agency and all other user agencies within the information system and as is available from Nlets;
- 5.2. Provide the Dependant Agency such CJI as the Dependant Agency, by its nature and function is qualified to receive, including, but not limited to, criminal history record information; motor vehicle and driver registration information; wanted, missing, and other person information; and wanted and stolen property information; and other information as may become available and qualified for Agency use;

**5.2.1. [OPTIONAL] If so agreed upon between the Parties, enter and maintain records in IDACS and NCIC on behalf of the Dependant Agency.**

**The Parties signify the inclusion of this term by jointly initialing below:**

**Dependant Agency: \_\_\_\_\_**

**Terminal Agency: \_\_\_\_\_**

- 5.2.1.1. If entering and maintaining records in IDACS and NCIC on behalf of the Dependent Agency, then also provide the Dependant Agency with Hit Confirmation service to other user agencies for any records entered into the system by the Terminal Agency on behalf of the Dependant Agency;
- 5.3. Maintain a log sufficient to meet CJIS audit requirements of all transactions performed by the Terminal Agency via IDACS on behalf of the Dependant Agency;
- 5.4. Maintain accurate and up-to-date information regarding the Dependant Agency in the Nlets ORION File, the NCIC ORI File, and the IDACS ORI File using the means provided in the IDACS system;
- 5.5. Provide the Dependent Agency with access to all relevant document and information updates regarding IDACS, including, but not limited to, newsletters, IDACS Committee actions and advisories, and all documents incorporated into this Agreement.

**5.5.1. [OPTIONAL] If so agreed upon between the Parties, the Terminal Agency's IDACS Coordinator will serve as the Dependant Agency's IDACS Coordinator.**

**The Parties signify the inclusion of this term by jointly initialing below:**

**Dependant Agency: \_\_\_\_\_**

**Terminal Agency: \_\_\_\_\_**

- 5.5.1.1. If providing IDACS Coordinator services on behalf of the Dependent Agency, then also manage recertification scheduling for the Dependant Agency's operators;
- 5.6. Notify the IDACS Committee of any known or suspected violations of this agreement;
- 5.7. The Terminal Agency disclaims any warranty as to the accuracy of said computer information or data; any information obtained via IDACS is lead information only and must be verified by the originator of the information.

**6. DEPENDANT AGENCY'S DUTIES.**

**The Agency shall do the following:**

- 6.1. Appoint an employee of the Dependant Agency to be a liaison to the Terminal Agency;
- 6.2. Provide to the Terminal Agency accurate and up-to-date information for inclusion in the Nlets ORION File, the NCIC ORI File, and the IDACS ORI File;

- 6.3. Comply with federal law and regulations, state law and administrative code, rules, procedures, and policies, now in effect or in the future formally approved and adopted by CJIS, Nlets, or the IDACS committee in regard to any criminal justice information furnished through IDACS;
- 6.4. Meet or exceed all applicable security requirements as described in the CJIS Security Policy and any IDACS Security Policy, now in effect or in the future promulgated; this includes, but is not limited to:
  - 6.4.1. Access and use CJI for official criminal justice purposes only; and maintain a log or other auditable record of any secondary dissemination of CJI, in accordance with applicable CJIS and IDACS policies;
  - 6.4.2. Limit access to CJI to authorized Agency employees and other governmental criminal justice officials with a specific right and need to know, who have entered into agreements with CJIS, a state control terminal, or the Agency itself to protect the security and privacy of this information;
  - 6.4.3. Prevent non-criminal justice personnel or personnel not under the management control of the Dependant Agency from accessing CJI in any form, including printed, spoken, and electronic;
  - 6.4.4. Ensure every individual within the scope of the Dependant Agency's authority with direct or indirect access or exposure to CJI, in any form, including hardcopy, completes the CSA-provided Security Awareness training before being provided access, and then every two years thereafter;
  - 6.4.5. Encrypt all electronic forms of CJI with a minimum 128-bit Advanced Encryption Standard (AES; preferred) or Triple Data Encryption Standard (Triple DES), in accordance with the CJIS Security Policy;
  - 6.4.6. Prohibit and prevent any dissemination of CJI via unsecure electronic modes of communication, including, but not limited to, unencrypted mail, unencrypted file transfer, any unencrypted transmission over unsecure networks, or storage on unencrypted removable media, such as USB drives and CDs/DVDs;
  - 6.4.7. Securely dispose of any media containing CJI, including, but not limited to, diskettes, tape cartridges, ribbons, hard copies, print-outs, and other similar items, by a process of shredding (which must occur before destruction), incineration, degaussing, or secure erasure, as appropriate for the media to be destroyed;
  - 6.4.8. Protect any Agency network or computer system transmitting or containing CJI from unauthorized access by use of an appropriate combination of firewalls, intrusion detection systems, and intrusion protection systems;

- 6.5. If the Dependant Agency chooses to have the Terminal Agency enter and maintain records in IDACS and NCIC on behalf of the Dependant Agency, it shall:
  - 6.5.1. Establish procedures jointly with the Terminal Agency to ensure that a substantive response to hit confirmation requests is available within ten (10) minutes of the request, twenty four (24) hours a day, on records entered into IDACS and NCIC;
  - 6.5.2. Cooperate fully with the Terminal Agency to ensure full compliance with CJIS and CSA record quality assurance controls, including NCIC serious error procedures, monthly record validations, and periodic audits by ISP and CJIS record and technical security audit staff;
  - 6.5.3. Establish local procedures whereby records entered or updated in IDACS are reviewed for accuracy by a person other than the operator who accomplished the update and investigating officer who ordered it, by comparing the update with the supporting documentation;
- 6.6. Maintain any and all such records as may be necessary to document compliance with the requirements of this Agreement, and provide such documentation at the request of the CSA;

## **7. Merger & Modification**

- 7.1. This Agreement constitutes the entire agreement and understanding between the Parties on matters addressed. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties, as stated above.

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SIGNATURE PAGE TO FOLLOW**

IDACS DEPENDANT AGENCY USER AGREEMENT

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**In Witness Whereof**, the Dependant Agency and the CSA, through their duly authorized representatives, enter into this Agreement. The Parties having read and understood the foregoing terms of this Agreement do by their respective signatures dated below hereby agree to the terms thereof. The signatory for each of the Parties represents that he is duly authorized to execute this Agreement on behalf of their respective party represented and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the party when his signature is affixed.

For the Dependant Agency:

For the Terminal Agency:

\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(printed name)*

\_\_\_\_\_  
*(printed name)*

\_\_\_\_\_  
*(title: Agency Head or designee)*

\_\_\_\_\_  
*(title: Agency Head or designee)*

Date: \_\_\_\_\_

Date: \_\_\_\_\_