



STATE OF WISCONSIN
DEPARTMENT OF JUSTICE

Division of Law Enforcement Services
Crime Information Bureau

17 West Main Street
P.O. Box 2688
Madison, WI 53701-2688

WISCONSIN DEPARTMENT OF JUSTICE
CRIME INFORMATION BUREAU
Non-Criminal Justice Agency Agreement

Name of Agency _____ Acct. # _____

This agreement has been created so the undersigned non-criminal justice agency can participate in the use of criminal history record information as authorized by Wisconsin state statutes and various federal laws, including the Volunteers for Children Act. Data stored in the Crime Information Bureau and Interstate Identification Index criminal history record databases are documented criminal justice records or administrative records containing sensitive personal information. These records must be protected to ensure correct, legal, and efficient dissemination and use. The undersigned agency agrees to implement necessary procedures to protect this information from any unauthorized use. Such procedures include, but are not limited to, the requirements in the remainder of this document. The exchange of all information covered by the terms of this agreement shall be in strict compliance with all federal and state laws and regulations relating to the collection, storage and dissemination of criminal history record information.

Under the Volunteers for Children Act, a qualified entity may conduct fingerprint-based criminal history checks to screen volunteers and employees for relevant criminal history records (this includes contractors and vendors who have or may have unsupervised access to the children, disabled, or elderly persons for whom the agency provides care). A “Qualified Entity” is any Wisconsin business or organization that provides care, treatment, education, training, instruction, supervision or recreation for children, the elderly, or individuals with disabilities, whether public, private, for-profit, not-for-profit or voluntary. The Crime Information Bureau will determine if the agency meets the criteria of a “Qualified entity” under the Volunteers for Children Act. Once the determination is made that the agency is qualified to conduct criminal history record checks under the Volunteers for Children Act further information (account number, instructions, fingerprint cards, etc.) will be furnished.

1) **Point of Contact**

The undersigned agency agrees to designate a person who will serve as a point of contact between the Crime Information Bureau and the agency. The point of contact will be the primary contact person for CIB for operational, technical and security matters. This includes providing CIB with updated address and contact information as changes to this information are made. The Point of Contact agrees to deactivate authorized user accounts if the person is no longer employed by the agency or is no longer authorized to have access to criminal history records. The Point of Contact agrees to validate their list of authorized users at least once per calendar year.

2) **Usage:**

Information received under this agreement shall only be used for the purpose specified under the applicable state or federal law under which access was granted. Criminal history record information acquired under this agreement shall not be used for any other purpose. Re-dissemination of criminal history record information acquired under this agreement is strictly prohibited. Any misuse of this information or violations of these understandings and policies jeopardizes the availability of information for all participating agencies. The undersigned agency will promptly notify the Crime Information Bureau of any potential misuse or violation of this agreement.

3) Waiver

The undersigned agency agrees to obtain a completed and signed waiver agreement from every current or prospective employee, volunteer, etc. for whom the agency submits a request for a criminal history background check. The signed waiver shall allow the release of state and national criminal history record information to the agency. The agency shall retain the original of every waiver agreement executed and provide the Crime Information Bureau with a copy thereof upon request.

4) Notice to Employees/Volunteers

The undersigned agency will notify the current or prospective employee or volunteer of his/her right to obtain a copy of the criminal history records, if any, and of their right to challenge the accuracy and completeness of any information contained in the criminal history record, and to obtain a determination as to the validity of such challenge before final determination regarding employment/association is made by the agency.

5) Submission of Fingerprints

When submitting fingerprints, the agency will use only fingerprint cards provided by the Crime Information Bureau or transmission methods specifically designed for use with requests for criminal history record checks under the appropriate statute or law. Such fingerprint cards are preprinted with essential information and must be properly completed with required demographic information and a properly captured set of fingerprints of the subject. The undersigned agency must take steps to verify the identity of the subject of the fingerprint-based criminal history record check, and to ensure the authenticity of the fingerprint card submitted.

6) Storage

Criminal history record information obtained under the provisions of this agreement may only be maintained in a secure records environment (secure file, safe, locked file cabinet in an access-controlled area, etc.). Only agency personnel who have been trained in the proper use and handling of criminal history record information and have a need to examine such records may have access to the criminal history record information. Appropriate precautions must be taken to protect the visibility of criminal history record information from unauthorized persons.

When criminal history record information is no longer needed records must be disposed of in such a way the information contained in the record is not accessed by unauthorized personnel and cannot be retrieved (shredding within agency by authorized personnel or witnessed by authorized personnel, incineration, degaussing, etc.). The original signed employee/volunteer waiver form must be retained for seven years after termination of the subject's association with the agency and may then be disposed of in the manner described above.

7) Electronic Storage of Criminal Justice Information

Criminal history record information that is stored electronically must meet all of the security requirements as set forth in the FBI's CJIS Security Policy. These requirements include, but are not limited to: the security requirements for any password associated to an application where criminal history record information is stored electronically, the security requirements for session locks and data encryption and the necessity for having the appropriate audit and accountability controls in place for all information systems accessing CJI. The undersigned agency must also ensure that an approved system use notification message is displayed on all information systems that access CJI as required by the CJIS Security Policy. Appendix J of the CJIS Security Policy provides a summary of these requirements applicable to non-criminal justice agencies.

8) Security Awareness Training

All personnel of the undersigned agency who have unescorted access to Criminal Justice Information (CJI) must complete Security Awareness training within six months of assignment and at least once every two years afterwards.

9) Personal Devices

All personnel of the undersigned agency are prohibited from accessing, processing, storing or transmitting Criminal Justice Information (CJI) from publicly accessible computers (i.e. hotel business centers, public library computers, etc.) and personally owned devices.

10) Notification of Statutory Changes

It is imperative that fingerprint background checks be submitted to the FBI under the correct authority. All agencies must notify the Crime Information Bureau if any changes occur to the federal authority or FBI approved state statute under which the agency is authorized to submit fingerprint background checks. Please notify CIB of these changes in a timely manner by sending an email to cibrecordcheck@doj.state.wi.us.

11) Written Policies

The undersigned agency must have written policies in places relating, but not limited to, the following topics, Physical Security, Media Protection, Media Disposal, and Security Incident Responses. For more information about these policies please review the CJIS Security Policy on the FBI’s website www.fbi.gov. Appendix J of the CJIS Security Policy provides a summary of those policies applicable to non-criminal justice agencies.

12) Outsourcing of Non-Criminal Justice functions

If the undersigned agency wishes to outsource any non-criminal justice administrative functions (i.e. making fitness determinations/recommendations, obtaining missing dispositions, archival and off-site storage of fingerprint submissions, etc), to a third party contractor the agency must first submit and receive written permission from the Wisconsin Department of Justice for the request. The Outsourcing Agreement between the Non-Criminal Justice Agency and third party contractor must meet all of the technical and security requirements as set forth in the FBI’s CJIS Security Policy. Appendix J of the CJIS Security Policy provides a summary of the technical and security requirements for outsourcing applicable to non-criminal justice agencies. The Wisconsin Department of Justice can also provide your agency with an Outsourcing Guide upon request.

13) Audit

All agencies will be audited by the Crime Information Bureau to verify compliance with state and federal policies, laws, and regulations. The undersigned agency agrees to cooperation with the audit process and audit personnel. The agency will maintain all records necessary to facilitate an audit by the Crime Information Bureau and/or the Federal Bureau of Investigation. An audit may be conducted on a more frequent basis should it be deemed necessary due to failure to meet standards of compliance.

14) Sanctions

The undersigned agency agrees to be responsible for all employees, volunteers, contract, support, maintenance and other personnel it authorizes to access criminal history record information. In the event of misuse the undersigned agency agrees to take prompt appropriate administrative/disciplinary action or lose usage privileges. The Crime Information Bureau reserves the right to suspend service to any agency for cause or violation of any material requirement of this agreement or applicable state or federal law. The Crime Information Bureau will review circumstances surrounding the reason for suspension and make a final decision relative to continued or further agency participation in the Wisconsin criminal history background check system.

<p>Name of Agency _____</p> <p>Signature of Agency Representative _____</p> <p>Title _____</p> <p>Date _____</p> <p>CIB Supervisor’s Signature _____</p>
