

## **Criminal Justice Information Services Security Amendment**

Through the CJIS Security Policy, The Federal Bureau of Investigation mandates that the Iowa Department of Public Safety utilize the CJIS Security Addendum within the state. Contractors and noncriminal justice governmental entities with direct access to NCIC data or indirect access via system logs, system passwords, etc. must sign and abide by this agreement. This amendment is to supplement any current contract in place.

This CJIS Amendment further requires any agency and private contractor/vendor will abide by all aspects of the CJIS Security Policy. Aspects of the CJIS Amendment requires the agency and contractor/vendor to comply with CJIS Security Addendum which includes, but is not limited to, the below controls:

- The Contracting Government Agency (CGA) will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the Contracting Government Agency and available for audit purposes. The acknowledgement may be signed by hand or via digital signature.
- The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).
- The Contracting Government Agency must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.
- Security violations can justify termination of the appended agreement.
- Upon notification, the FBI reserves the right to:
  - Investigate or decline to investigate any report of unauthorized use.
  - Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.
- The FBI is authorized to perform a final audit of the Contractor's systems after termination of any Security Addendum.
- The CJIS Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, Criminal Justice Agency (where applicable), CSA, and FBI.
- The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.
- The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

Under no circumstances shall contractors or noncriminal justice employees initiate transactions using true personal identifiers or vehicle information. Under no circumstances shall contractors or noncriminal justice employees disseminate information received from or regarding the IOWA and/or NCIC Systems.

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### Certification

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances.

This Security Amendment, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to ensure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

The intent of this Security Amendment is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Amendment identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

**Please print or type unless otherwise indicated:**

Contracting Government Agency: Story County SO

Agency Liaison: Sheriff

Signature of Agency Liaison: Paul H. Fitzgerald

Contractor: Flock Group Inc d/b/a Flock Safety

Security Officer for the Contractor: Robert Otten

Signature of Contractor's Security Officer: 