

Interagency Information Sharing Agreement
for Vendor Personnel Security Screening Requirements

WHEREAS, The XXXXXXXXX, hereafter referred to as Lead Contract Agency (LCA), and YYYYYYYYYY, hereafter referred to as Contract Agency (CA), are both criminal justice agencies, formally recognized by the Federal Bureau of Investigation (FBI) and the Colorado Bureau of Investigation (CBI), and

WHEREAS, The LCA and the CA are headquartered within the boundaries of the State of Colorado;

WHEREAS, both the LCA and CA have entered into Criminal Justice User Agreements (UA) with the CBI and are required to abide by the FBI CJIS [Criminal Justice Information Systems] Security Policy (CSP) for access to state and national Criminal Justice Information (CJI) as defined by the CSP; and

WHEREAS, the CBI Assistant Director of Support Services functions as the CJIS Systems Officer (CSO) for the State of Colorado, required by the CSP and UA to grant and authorize access to CJI within the State of Colorado; and

WHEREAS, both the LCA and CA are currently contracting with [Vendor], a private vendor, for services supporting the administration of criminal justice and systems containing CJI; and

WHEREAS, the CSP requires criminal justice agencies to execute the Security Addendum with private vendors who are contracted to provide services with access to criminal history record information in support of the administration of criminal justice; and

WHEREAS, the LCA is willing to share Vendor and Vendor subcontractor employee background screening information obtained from state and national fingerprint-based records checks with the CA, in a manner consistent with the requirements of the CSP;

NOW THEREFORE, the parties agree as follows,

1. The LCA will fingerprint and submit the requisite identification information on Vendor and Vendor subcontractor employees who require unescorted physical or logical access to CJI. The LCA will use its criminal justice ORI for submitting fingerprints required by the CSP and UA.
2. The LCA will maintain a current and complete list of all Vendor and Vendor subcontractor employees who have been authorized access to CJI. Employee information shall include name, date of birth, and, if previously provided, social security number or other unique identification to accurately identify the employee.

3. The LCA shall provide to the CA the list of all Vendor and Vendor subcontractor employees who are authorized access to CJI.
4. When any change occurs to the list of authorized Vendor or Vendor subcontractor employees, the LCA shall provide to the CA the corrected or revised list of authorized Vendor and Vendor subcontractor employees, and specifically identify any additions, deletions or modifications to the list.
5. The LCA will notify the CA in the event that a Vendor or Vendor subcontractor employee, whether seeking or already authorized access to CJI, is denied such access by the CBI CSO.
6. To properly assess any potentially disqualifying information as it becomes available, every [X month/years], the LCA shall perform a name-based check via the CCIC message switch, to include, but not be limited to, hot files and state/national criminal history record information searches, on all Vendor and Vendor subcontractor employees authorized access to CJI.
7. Upon notification/determination of any type of reported or observed criminal or other disqualifying activity by a Vendor or Vendor subcontractor employee authorized access to CJI, the LCA shall immediately notify the CA via formal correspondence of the employee activity.
8. The LCA shall immediately notify the CA upon learning of the termination or suspension from employment of a Vendor or Vendor subcontractor employee authorized access to CJI.
9. The LCA shall ensure Vendor and Vendor subcontractor employees complete appropriate security awareness training as identified in the CSP.
10. The LCA shall maintain copies of the Vendor and Vendor subcontractor employee signed security addendum certification pages, and make them available upon request to the CA and/or CBI.
11. The CA shall designate a primary and secondary point of contact within its agency to receive information and updates regarding Vendor and Vendor subcontractor employees authorized to access CJI.
12. The LCA shall defer to the CBI CSO regarding any issues with respect to CJI access eligibility as required by the CSP and the UA.
13. The LCA shall have formal written guidelines defining the processes associated with implementation of this Agreement.
14. The LCA will forward a copy of this agreement to the CBI CSO as requested during any relevant triennial audits for CJIS compliance.
15. Either party may terminate this agreement upon thirty (30) days written notice to the other.

16. This Agreement constitutes the entire agreement of the parties and may not be modified or amended except by written amendment signed by authorized representatives of both parties.

17. Both parties acknowledge that the CJI authorized to be shared by this Agreement is subject to restrictions on access and dissemination under federal and state law, and that failure to abide by those restrictions can result in loss of access to CJI.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives, effective on the date last signed.

Agency Name

Agency Head Date

Witness Date

Agency Name

Agency Head Date

Witness Date