

KANSAS CRIMINAL JUSTICE INFORMATION SERVICES
AGENCY CONNECTIVITY AGREEMENT

Agency Name: _____ ORI: _____

The Kansas Criminal Justice Information System (KCJIS) provides identification and information services to the criminal justice communities in Kansas. Under certain circumstances allowed by federal or state laws, the noncriminal justice community may also be granted access. KCJIS services are primarily maintained by the Kansas Bureau of Investigation and are administered and managed between the Kansas Bureau of Investigation and the Kansas Highway Patrol. The Kansas Highway Patrol is the designated FBI CJIS Systems Agency (CSA) for Kansas with oversight over access to FBI CJIS Systems. The KCJIS Committee established by K.S.A. 74-5701 *et seq.* establishes, maintains, and upgrades the KCJIS and adopts rules and regulations as needed.

The Kansas CJIS Systems Agency is required to provide access to certain FBI CJIS services and does so by way of the KCJIS. The KCJIS also provides access to specific state databases. The following services are provided to connecting agencies and users, as applicable:

1. Access to FBI CJIS Systems that include, but are not limited to: the Interstate Identification Index (III); National Crime Information Center (NCIC); Uniform Crime Reporting (UCR), whether summary or incident-based reporting to the National Incident-Based Reporting System; Fingerprint Identification Record System; Law Enforcement National Data Exchange (N-DEx); Law Enforcement Online; and the National Instant Criminal Background Check System (NICS).
2. Access to various state of Kansas databases and files, which include but are not limited to: criminal justice information in Kansas Offender Registration files, Kansas adult and juvenile criminal history record information (CHRI), information provided and maintained by Kansas Department of Corrections (DOC), and Kansas Office of Judicial Administration (OJA) and non-criminal justice information in systems maintained by non-criminal justice agencies such as Kansas Department of Revenue (KDOR) and Kansas Department of Transportation (KDOT).
3. Operational, technical, and investigative assistance.
4. System automation, when feasible, to ensure policy compliance.
5. Information System audit and review including logging of certain activities occurring through KCJIS as required by policies.
6. Information as needed on all aspects of FBI CJIS and KCJIS Systems and related programs by means of the Internet based information websites; KCJIS web portal, KCJIS newsletters, information letters, and other relevant documents and resources.
7. Training materials and assistance to each Terminal Agency Coordinator (TAC), Local Agency Security Officer (LASO), and other appropriate personnel.
8. Procedural audits of agencies to ensure compliance with applicable policies.

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The connecting agency (hereafter referred to as “the Agency”) agrees to adhere to all policies, regulations, and laws referenced in this agreement that include, but are not limited to:

1. **Quality Assurance** – The Agency will document appropriate procedures to ensure that only complete, accurate and valid information is maintained in State and Federal Criminal Justice Information systems, and that information is readily available to respond to requests for information by authorized parties, such as hit confirmations.
2. **Training** – The Agency is responsible for training requirements, including compliance with operator training mandates.
3. **Security and Integrity** – The Agency is responsible for appropriate physical, technical and personnel security measures for maintaining the integrity of the system.
4. **Personnel Changes** –
 - a. The Agency shall use the most current forms or procedures according to KCJIS Policy and Procedures to notify KCJIS of changes to TAC, LASO and Agency Head.
 - b. The Agency shall immediately disable access to KCJIS for any user that is no longer associated with the agency or who will be absent from the agency for more than 60 consecutive days.
 - c. Furthermore, the Agency shall ensure immediate disabling of user access to systems not managed by KCJIS but used to access KCJIS or that may contain criminal justice information (CJI) as defined by KCJIS policy - such as local or regionally shared Computer Aided Dispatch and Records Management Systems.
5. The Agency shall exercise Management Control of all devices and networks utilized to process, store, or transmit CJI as defined in KCJIS policy.
6. **Audit** – The Agency understands they are subject to audit by the administrative agencies of KCJIS and/or the FBI CJIS division for compliance to applicable policies and shall comply with all audit requirements for use of KCJIS and related systems.

The following documents are incorporated by reference and made part of this agreement:

(1) the FBI CJIS Security Policy; (2) KCJIS Administrative Policies and Procedures; (3) the NCIC 2000 Operating Manual; (4) the NLETS Operating Manual, (5) the N-DEx Policy & Operation Manual, (6) the NICS Policy Manual, (7) Title 28, Code of Federal Regulations, Part 20.

The Agency is also subject to applicable federal and state laws and regulations pertaining to criminal justice information use and dissemination. Other policy or operational manuals may be incorporated as access to new systems becomes available through the KCJIS.

Additional conditions and agreements required for participation in certain programs offered through KCJIS may be provided as appendices to this agreement.

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Unless stipulated by statute or otherwise agreed in writing, the Agency shall bear its own costs in relation to this agreement. This agreement in no way implies that the State of Kansas or KCJIS will appropriate funds for such expenditures.

In the event of a security incident or policy violation, the administrative agencies may immediately suspend individual user or Agency access until assurances are made that no threat to KCJIS or CJI exists.

Sanctions for misuse of KCJIS may be levied against individual users or to the Agency. This can include termination of KCJIS services.

The Agency may terminate this agreement upon 30-days written notification to the Kansas Highway Patrol CJIS Unit. In the event of such termination, the following rules apply:

- a. The Agency will continue participation, financial or otherwise, up to the effective date of termination.
- b. The Agency will pay the costs (if any) it incurs as a result of termination.

ACKNOWLEDGMENT AND CERTIFICATION

As an official of the connecting Agency, I hereby acknowledge the duties and responsibilities as set out in this agreement to ensure the reliability, confidentiality, completeness, and accuracy of all information contained in, or obtained from the KCJIS. I further acknowledge that failure to comply with these duties and responsibilities may result in the imposition of sanctions against my agency or users.

I hereby certify that I am familiar with all applicable policies and documents that are made part of this agreement and all applicable federal and state laws and regulations relevant to the receipt and dissemination of information provided through the KCJIS.

This is a formal expression of the intent of the Agency to utilize the KCJIS and is effective when signed. It may be amended after written concurrence between the Agency and representatives of the administrative agencies of the KCJIS.

The "Acknowledgment and Certification" is being executed by an official of the requesting Agency in both an individual and representative capacity. Accordingly, this agreement will remain in effect after the official vacates his/her position or until it is affirmatively amended or rescinded in writing. This agreement does not confer, grant, or authorize any rights, privileges, or obligations to any third party.

_____ Date: _____
Agency Head (signature)

Agency Head Name/Title (Please Print)