

JNET POLICIES AND PROCEDURES

JNET CRIMINAL HISTORY ACCESS AGREEMENT

1. Purpose

The purpose of this Agreement is to describe the relationship between JNET and agencies, counties and other criminal justice organizations accessing JNET and to establish the responsibilities and powers of each.

2. Agency to Administer Agreement and its Powers

JNET will administer and execute this agreement and it will possess the common powers specified within this agreement.

3. Services provided by JNET

JNET will provide State agencies, counties and other criminal justice organizations, when authorized, access to computerized criminal history (CCH) information available to JNET from Commonwealth agencies, counties, other criminal justice organizations, the Commonwealth Law Enforcement Assistance Network (CLEAN), and the National Crime Information Center (NCIC).

For purposes of this agreement, "Agency or Agencies" refers to agencies of the Commonwealth of Pennsylvania, counties within Pennsylvania, or other criminal justice organizations within the Commonwealth of Pennsylvania or Federal Government who are granted access to JNET for the purpose of administering criminal justice.

4. Agency Qualifications and Responsibilities

The agency will conform to JNET policies, procedures and security measures established by JNET.

The Agency will appoint an individual who will be the designated JNET Terminal Access Control Officer (JTAC). The JTAC will be responsible for ensuring that all JNET transactions by the Agency are for criminal justice activities only, and that the Agency conforms to the policies and procedures established by JNET.

For the purpose of this agreement, a criminal justice activity is defined as an activity directly related to the administration of the criminal justice system and includes any activity dealing with the control or reduction of crime and/or traffic related incidents; the apprehension, investigation, detention, pretrial release, post trial release, prosecution, adjudication, correctional supervision or rehabilitation of accused persons or criminal offenders; criminal identification or traffic related activities; or, the collection, storage, dissemination or usage of criminal history record information.

The JTAC will ensure that Agency criminal history users receive and maintain JNET criminal history user training and are CLEAN or JNET/CLEAN certified.

Upon request from the JNET Office, JTACs must be able to provide verification of training and certification.

5. Security and Privacy of Information

CCH is documented criminal justice information that is available electronically and must be protected to ensure correct, legal, and efficient dissemination and use. CCH is sensitive and should be treated accordingly. An unauthorized request, receipt or dissemination of this information could result in civil and/or administrative proceedings.

JNET shall limit criminal history access to Agency users who have been CLEAN or JNET/CLEAN certified by their respective JTAC. Agencies accessing JNET will assume the responsibility for ensuring that criminal history information is restricted to Criminal Justice/Law Enforcement use only.

Unauthorized disclosure, dissemination or misuse of CCH by the Agency will be cause for immediate termination of access to JNET and cancellation of this agreement. Any infraction of JNET policies and procedures must be reported immediately to the JNET Office.

6. Agency Metros

JNET acts as a 'Metro' with respect to CLEAN access in that it provides access to CLEAN to other agencies through JNET. In that capacity, JNET is responsible for ensuring that the agencies accessing CLEAN through JNET abide by the rules and regulations set forth by the Pennsylvania State Police in their *CLEAN Administrative* Regulations.

Likewise, agencies may provide JNET access to other criminal justice organizations within their auspices who are not located at the agency's primary physical site. In this case, this 'Metro' agency must contact the JNET Office to get the appropriate agreements. These Metro agencies will be responsible for ensuring that the agreements are completed correctly and forwarded to the JNET Office. Metro agencies will be responsible for the actions of each connecting agency and its users.

7. Mobile Data Terminals and Computers (MDTC)

Agencies transmitting CCH via a wireless communication protocol to a MDTC must ensure that all transmissions use a minimum of 128-bit encryption and must adhere to any future JNET MDTC standards. Violations of these standards will result in loss of JNET access.

8. Terms of Agreement

This agreement shall remain in force until:

- Either party cancels the agreement by giving 60 days written notice to the other party of its intention to cancel.
- Termination occurs as a result of non-compliance with the specifications of this contract or JNET policies and procedures.

9. Signatures

This agreement should be signed by appropriate representative(s) of their organizations, as follows:

- State Agency: An agency representative with signature authority;
- County: The President Judge, Chair of County Commissioners or equivalent, and Chair of the county's Criminal Justice Policy Board if applicable;
- Other Criminal Justice Organization: Party with the authority to represent their organization in legal matters.

Agreement

THIS AGREEMENT made and entered into this_____day of _____
Month Year

by JNET and_____
Agency

Witnesseth

WHEREAS, JNET accesses the Commonwealth Law Enforcement Assistance Network (CLEAN); and the Agency or County is desirous of obtaining the services of CLEAN through JNET, the Agency herewith agrees to the terms and conditions as hereinafter set forth; and, enters into this agreement pursuant to and in recognition of provisions of the Acts of General Assembly and the Laws and Ordinances governing such actions. IN WITNESS WHEREOF, the parties hereto have set their names and seals by their officers thereunto duly authorized, the day and year first above written.

JNET	**Agency**
JNET Approving Authority (Typed)	Agency Representative (Typed)
Signature	Signature
Title	Agency Representative Title (Typed)

Note: This original agreement is to be maintained by the JNET Office and a copy shall be retained by the Agency.

Agency	**Agency**
Agency Representative (Typed)	Agency Representative (Typed)
Signature	Signature
Agency Representative Title (Typed)	Agency Representative Title (Typed)

*Document created 2/2001