

STATE OF CONNECTICUT

DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION

Automated Fingerprint Identification System (AFIS) Agreement

for Fingerprint Card Submissions

by and between

the State of Connecticut Department of Emergency Services and Public Protection

and

\_\_\_\_\_ Public School, Board of Education

*WHEREAS*, the State of Connecticut Department of Emergency Services and Public Protection (hereinafter “DESPP”) operates a central Automated Fingerprint Identification System (hereinafter “AFIS”); and

*WHEREAS*, \_\_\_\_\_ Public School, Board of Education (hereinafter “BOE”), is established pursuant to Connecticut General Statutes (C.G.S.) § 10-220 and has been authorized to submit hard copy fingerprint cards to AFIS pursuant to the limited purposes set forth in C.G.S. § 10-212, § 10-221d, the Adam Walsh Act of 2006 (AWA), and the National Child Protection Act 1993/Volunteers for Children Act of 1998 (NCPA/VCA), as applicable.

*WHEREAS*, the BOE is a qualified entity pursuant to the NCPA/VCA.

*NOW, THEREFORE*, DESPP and BOE, by and through their Commissioners or other authorized individuals, enter into this Agreement to permit BOE to send hard copy fingerprint cards to the State Police Bureau of Identification (SPBI) for submission to AFIS and receive back the results of the state and/or national criminal history record information (CHRI) via email.

1. **Effective Date.** This Agreement shall be effective upon signature by both parties.
2. **Authority to Enter Agreement.** DESPP is authorized to enter into this agreement through the Commissioner of the Department of Emergency Services and Public Protection, pursuant to the authority provided under C.G.S. § 4-8.

**3. Duration of Agreement.** This Agreement shall remain in full force and effect unless terminated by DESPP, giving BOE written notice of such intention at least thirty (30) days in advance. DESPP reserves the right to suspend or revoke access to CHRI without notice in the event of a breach of the conditions of this Agreement. Notwithstanding any provisions in this Agreement, DESPP, through a duly authorized employee, may terminate the Agreement whenever DESPP makes a written determination that such termination is in the best interests of the State. DESPP shall notify BOE in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which BOE must complete its performance under the Agreement prior to such date.

**4. DESPP Responsibilities.** DESPP shall:

- a) Electronically process BOE applicant prints as required and report results of required state and/or national record checks via a generic email.
- b) Identify a liaison as the primary point of contact for any issues related to this agreement.

**5. BOE Responsibilities.** BOE shall:

- a) Provide qualifying fingerprints that meet submission criteria pursuant to the specific purposes pursuant to C.G.S. §[10-212](#), §[10-221d](#), the AWA, and/or the NCPA/VCA.
- b) Assign a Local Agency Security Officer (hereinafter “LASO”) in accordance with the United States Department of Justice (USDOJ) FBI Criminal Justice Information Services Security Policy (hereinafter “CJIS Security Policy”).
- c) Ensure appropriate security measures as applicable to the physical security of communication equipment; personnel security to include screening requirements; technical security to protect against unauthorized use; and security of criminal justice information (hereinafter “CJI”) in accordance with the provisions of the CJIS Security Policy. BOE shall further:
  - a. Assign a generic email to be used by DESPP to communicate CJI, CHRI and related notifications only.
  - b. Ensure that CJI is maintained in a physically secure location or controlled area as defined in the CJIS Security Policy.

c. Ensure that all persons with access to physically secure locations or controlled areas, including, but not limited to, support personnel, contractors, vendors,

d. and custodial workers, are escorted by authorized personnel at all times. Authorized personnel are BOE personnel who have been appropriately trained and vetted through the screening process and have been granted access to CJI for the specific purposes provided in the C.G.S. §[10-212](#), §[10-221d](#), the AWA, and/or the NCPA/VCA. The use of cameras or other electronic means to monitor a physically secure location or controlled area does not constitute an escort.

e. Ensure that access to CJI, in any form, is limited to BOE personnel requiring access to such information for the specific purposes provided in the C.G.S. §[10-212](#), §[10-221d](#), the AWA, and/or the NCPA/VCA.

f. Ensure that all BOE personnel accessing CJI are properly trained before access to CJI is authorized. Training must include Security Awareness Training in accordance with the provisions of the CJIS Security Policy.

g. Ensure that BOE personnel having access to CJI sign an acknowledgment form attached hereto as Attachment A acknowledging that they have received copies of this Agreement and Attachment A and that they are responsible for complying with the terms contained therein. Such forms shall be maintained in the official personnel files of such personnel.

d) Ensure that all security incidents are reported to the CJIS Security Officer (“CSO”) or their designee. If a person already has access to CJI and is subsequently arrested and/or convicted, continued access to CJI shall be determined by the CSO. If the CSO or their designee determines that access to CJI by the person would not be in the public interest, access shall be denied and BOE shall be notified in writing of the access denial.

e) Comply with all audit requirements for CJIS Systems, including, but not limited to, appropriate and reasonable quality assurance procedures.

f) Ensure that, prior to fingerprinting, all persons fingerprinted are provided with a copy of the Noncriminal Justice Applicant's Privacy Rights form.

g) Ensure that, prior to fingerprinting, all persons fingerprinted pursuant to NCPA/VCA are provided with a NCPA/VCA Waiver and Consent Form

(Waiver). A copy of the Waiver shall be maintained for a minimum of one year from the date of fingerprint submission.

h) Violations of the CJIS Security Policy can result in the suspension or termination of system access for BOE, individual suspension or termination of access to CJI, criminal and/or administrative investigation, arrest, and/or prosecution and conviction for violation of state and federal statutes designated to protect confidentiality and integrity of CJI and related data.

**6. Transaction Fees.** BOE applicants shall remit full payment for all transactions with the submission of hard copy fingerprint cards. Fees shall be calculated as follows:

Statute	Category	State Fee	Federal Fee
C.G.S. § <a href="#">10-212</a>	BOE Nurse or Nurse Practitioner	\$0.00	\$12.00
C.G.S. § <a href="#">10-221d</a>	BOE Employee	\$0.00	\$12.00
AWA	Individual employed, under consideration for employment, or otherwise in a position in which the individual would work with or around children in the school.	\$50.00	\$12.00
AWA Volunteer	Volunteers in a position in which the individual would work with or around children in the school.	\$50.00	\$10.75
NCPA/VCA	Individuals who provide treatment, education, training, instruction, supervision, or recreation to children, the elderly, or individuals with disabilities on behalf of the BOE.	\$50.00	\$12.00
NCPA/VCA Volunteer	Volunteers who provide treatment, education, training, instruction, supervision, or recreation to children, the elderly, or individuals with disabilities on behalf of the BOE.	\$50.00	\$10.75

The fingerprinting fee at a Connecticut State Police location shall be fifteen (\$15.00) dollars, and the fingerprinting fee varies if fingerprints are taken by a local police location. Fees are subject to change due to legislative enactments and federal assessments.

7. **Modification or Amendment of the Agreement.** This Agreement may not be modified or amended unless in writing signed by an authorized representative of both parties.

8. **Indemnification**

BOE shall indemnify and hold harmless the State of Connecticut, the State of Connecticut Department of Emergency Services and Public Protection, its officers, agents, employees, commissions, boards, departments, divisions, successors and assigns from and against all actions (pending or threatened and whether at law or in equity in any forum), liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorneys' and other professionals' fees, resulting from (i) misconduct or negligent or wrongful acts (whether of commission or omission) of BOE or any of its officers, representatives, agents, servants, consultants, employees or other persons or entities with whom BOE is in privity of oral or written contract; (ii) liabilities arising directly or indirectly in connection with this Agreement out of the acts of BOE and (iii) damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such claims and/or liabilities.

9. The following documents are incorporated by reference and made part of this MOU:

- a. CJIS Security Policy;
- b. National Crime Prevention and Privacy Compact, 42 U.S.C. Section 14616; and
- c. Title 28, Code of Federal Regulations, Parts 20 and 25, Section 50.12, and Chapter IX.

**THE DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dora B. Schriro

Commissioner

Duly Authorized Pursuant to C.G.S. Section [4-8](#)

BOE

By: \_\_\_\_\_  
Name Date

Title

Duly Authorized

**ATTACHMENT A**

**ACKNOWLEDGEMENT**

I, \_\_\_\_\_, acknowledge the following:

1. I have received a copy of the Agreement between the State of Connecticut Department of Emergency Services and Public Protection (“DESPP”) and the BOE concerning access to the DESPP Automated Fingerprint Identification System (“AFIS”).
2. I understand that I am being allowed to submit applicant prints via hard copy fingerprint cards into AFIS pursuant to a Federal Bureau of Investigation-approved state or federal statute.
3. I understand that I am not authorized to submit any other fingerprints into AFIS except those authorized by the Agreement.
4. I will fully cooperate with state or federal personnel regarding any audit, system check, and user privilege inquiries.
5. I understand that I am responsible for complying with the Agreement between the State of Connecticut DESPP and the BOE and that noncompliance may result in suspension or revocation of user privileges and/or other action as provided by law.

By: \_\_\_\_\_  
Signature Date

cc: Official Personnel File