

SERVICING AGREEMENT BETWEEN _____ COUNTY DEPARTMENT OF SOCIAL SERVICES AND _____ COUNTY SHERIFF'S OFFICE

This Agreement made and entered into by and between the _____ County Sheriff's Office (hereafter referred to as *Servicing Agency*) and the _____ County Department of Social Services (hereafter referred to as *Recipient Agency*) for the purposes and considerations hereafter set out:

I. Purpose:

The purpose of this Agreement is to outline the responsibilities of each agency in regards to record transactions submitted through the Division of Criminal Information Network (DCIN) as authorized by Section 151 of the Adam Walsh Child Protection and Safety Act of 2006.

II. Definition of Criminal History Information:

For the purposes of this agreement, as outlined in the CJIS Security Policy 8.1, "Information obtained from the Interstate Identification Index (III) is considered criminal history record information (CHRI). Access to and dissemination of (a) Violent Gang and Terrorist Organization File (VGTOF); (b) Supervised Release File; (c) Immigration Violator File; (d) Convicted Sexual Offender Registry File; (e) Historical Protection Order File and (f) Identity Theft File records are to be consistent with the use and dissemination policies concerning the III."

III. Responsibilities of the Servicing Agency:

Servicing Agency agrees to conduct DCIN transactions on behalf of the recipient agency 24 hours a day, 7 days a week.

- A. Run qualifying criminal history record checks requested by Recipient Agency through DCIN for investigation of or responses to reports of child abuse, neglect, or dependency (exploitation). **Transactions run for the purposes of child placement are not authorized by Section 151 of the Adam Walsh Child Protection and Safety Act of 2006 and therefore not covered under this Servicing Agreement.**
- B. Provide Recipient Agency with a copy of all results made through DCIN on behalf of the Recipient Agency.
- C. Process all DCIN requests as soon as possible following the receipt of written requests on a form approved by the Servicing Agency and all other required information.
- D. All DCIN written requests on a form approved by the Servicing Agency and all other required information are to be made available for review by state and federal regulating authorities at various times, including state and federal compliance audits. These documents will be maintained a minimum of three (3) years.

- E. CJIS systems data is sensitive information and security shall be afforded to prevent any unauthorized access, use, or dissemination of the information. Improper access, use and/or dissemination of CHRI is serious and may result in the imposition of administrative sanctions including, but not limited to, termination of services and state and federal criminal penalties. The Servicing Agency is required to notify the SBI CSA of any unauthorized use of information.

III. Responsibilities of the Recipient Agency:

The Recipient Agency agrees to comply with the following policies and procedures in order for the Servicing Agency to provide proper information to the Recipient Agency:

- A. Data provided to the Servicing Agency to be entered into DCIN shall be factual information collected by a Department of Social Services employee and for the purposes of an on-going investigation or response as authorized in Section II.A.
- B. The request by the Recipient Agency must be submitted to the Servicing Agency on a form approved by the Servicing Agency.
- C. The printout copy of the criminal history information should be verified by the Recipient Agency for accuracy and completeness. If any discrepancies are noted, the Servicing Agency should be notified immediately.
- D. Unauthorized dissemination of such information outside the receiving governmental department or related governmental agency to private entities is prohibited.
- E. All DCIN written requests on a form approved by the Servicing Agency and all other required information are to be made available for review by state and federal regulating authorities at various times, including state and federal compliance audits.
- F. CJIS systems data is sensitive information and security shall be afforded to prevent any unauthorized access, use, or dissemination of the information. Improper access, use and/or dissemination of CHRI is serious and may result in the imposition of administrative sanctions including, but not limited to, termination of services and state and federal criminal penalties. The Recipient Agency is required to notify the SBI CSA of any unauthorized use of information.

IV. Use of ORI's in Transactions:

The Servicing Agency must use the ORI assigned to the Recipient Agency when processing DCIN transactions on behalf of the Recipient Agency.

V. Dissemination and Use of Criminal History Record Information:

- A. The Servicing Agency agrees to disseminate criminal history information to such

authorized Recipient Agency upon receipt of required information.

- B. The Recipient Agency agrees to only request a criminal history record as allowed by Section 151 of the Adam Walsh Child Protection and Safety Act. **Transactions run for the purposes of child placement are not authorized by Section 151 of the Adam Walsh Child Protection and Safety Act of 2006 and therefore not covered under this Servicing Agreement.**
- C. Recipient Agency also agrees to only use obtained information for the requested purpose and agrees not to disseminate such information for any other purpose.
- D. Recipient Agency further represents that it is aware of requirements and restrictions regarding criminal history record information as set for in Section 151 of the Adam Walsh Child Protection and Safety Act of 2006

VI. Indemnity Clause:

Recipient Agency agrees to indemnify and to absolve of liability the Servicing Agency, North Carolina Department of Justice, SBI and its officials and employees from and against any and all claims, demands, actions, suits, and proceedings by others, against all liability including but not limited to any liability for damages by reason or arising out of any false arrest or imprisonment, or any action whatsoever, or against any lost, cost, expense, and damage, resulting there from, arising out of involving breach of this Agreement or SBI rules and regulations, or involving use of information received from Servicing Agency.

VII. Termination of Agreement and Services:

Either agency has the right to immediately terminate this agreement upon determining that any applicable law, rule or regulation has been violated or the terms of this agreement have been violated. It is further agreed that each agency has the right to terminate this agreement at any time by providing written thirty (30) day notice to the other agency.

_____ **County**

I certify that I have read and understand the terms of this Agreement with the _____ County Sheriff's Office and I will uphold this Agreement.

This Agreement becomes effective on _____, 20_____.

In witness whereof the parties hereto have caused to be affixed their signatures and seals by and through officers having to bind the agencies party to this Agreement, this the _____ day of _____, 20_____.

_____ **County Sheriff's Office**

By: _____
Sheriff *Name*
_____ County Sheriff's Office

Sworn to and subscribed
before me this _____ day of
_____, 20_____.

Notary Public

Commission Expires

To be completed by **Department of Social Services**

By: _____
(Authorized Official's Signature)

(Printed Name and Title)

Sworn to and subscribed
before me this _____ day of
_____, 20_____.

Notary Public

Commission Expires