



Louisiana Outsourcing Agreement



This Outsourcing Agreement is a contractual agreement between the Authorized Recipient (AR) and a Contractor, in which the Contractor agrees to perform noncriminal justice administrative functions requiring access to Criminal History Record Information (CHRI) on behalf of the AR. The AR is herein referred to as the Non-Criminal Justice Agency (NCJA).

The NCJA has elected to outsource noncriminal justice administrative functions involving the handling of CHRI pursuant to Title 28, Code of Federal Regulations, Part 906, and the Outsourcing Standard for Non-Channelers. The most current version of the Outsourcing Standard is incorporated by reference into this agreement.

The NCJA's statutory authority to submit fingerprints for noncriminal justice purposes and obtain the results of the fingerprint search, which may contain CHRI, is **[insert the legal citation of the statute or public law that requires or authorizes the NCJA to have access to CHRI]**. This authority requires or authorizes fingerprint-based background checks of **[insert all categories of current and prospective employees, licensees, or applicants for other benefits covered by the statute or public law]**.

The specific noncriminal justice administrative function to be performed by the Contractor that involves access to CHRI on behalf of the NCJA is **[insert specific noncriminal justice administrative functions to be performed; i.e., missing dispositions, fitness determinations, storing criminal history record check results, etc.]**.

The Contractor will comply with the Outsourcing Standard for Non-Channelers requirements, to include the CJIS Security Policy and other legal authorities to ensure adequate privacy and security of personally identifiable information (PII) and criminal history record check results related to this agreement, and will ensure that all such data is returned to the NCJA as soon as no longer needed for the performance of contractual duties.

Pursuant to 28 CFR section 906.2(d) the State Compact Officer may suspend the NCJA's access to CHRI or suspend or terminate the NCJA's exchange of CHRI with the Contractor for a PII breach or security violation, the failure to notify the State Compact Officer of a PII breach or security violation, or the refusal or incapability to take corrective action to successfully resolve a PII breach or security violation. The State Compact Officer may reinstate the NCJA's access to CHRI or the exchange of CHRI between the NCJA and the Contractor after receiving written assurance(s) of corrective action(s) from the NCJA and/or the Contractor.

The NCJA shall notify the State Compact Officer and the FBI of any PII breach or security violation within one hour of notice from the Contractor. The NCJA shall also provide a written report of any PII breach or security violation (to include unauthorized access to CHRI by the Contractor) to the

State Compact Officer within five calendar days of receipt of the initial notification from the Contractor.

Access to and use of CHRI provided to the Contractor by the NCJA for purposes of this agreement is subject to the following requirements:

- Access to CHRI provided by the NCJA to the Contractor may only be used to fulfill this agreement.
- The CHRI provided by the NCJA shall only be used for the purposes for which it was provided.
- The Contractor shall limit the retention of the information to a period of time not to exceed that period of time the NCJA is permitted to retain such information.
- The NCJA shall prohibit the Contractor from disseminating any CHRI except as specifically authorized by federal and state laws, regulations, and standards as well as with rules, procedures, and standards established by the Compact Council and the United States Attorney General. Prior to disseminating any CHRI, the Contractor must obtain written authorization from both the Louisiana State Police (LSP) Compact Officer and the NCJA.
- The Contractor shall implement and maintain an LSP Compact Officer approved security program.
- The Contractor shall be audited for compliance with this agreement, the CJIS Security Policy, and the Outsourcing Standard by the NCJA and/or the LSP, and shall provide for the timely completion and return of any audits by the NCJA and/or LSP.
- Failure to correct issues of non-compliance identified during an audit or other security violations shall result in termination of the agreement and potential civil and/or criminal sanctions.
- The Contractor shall provide written notice of any early voluntary termination of this agreement to the Louisiana State Compact Officer.
- The Contractor shall ensure all Contractor personnel who have access to CHRI comply with the Outsourcing Standard.
- The Contractor shall confirm that each employee has certified in writing that he/she understands the Outsourcing Standard requirements and laws that apply to his/her responsibilities.
- The Contractor shall protect against any unauthorized person(s) having the ability to access CHRI.
- The NCJA has the option to establish Contractor site security requirements that are more stringent than those set by the CJIS APB, as defined in the CJIS Security Policy.

I. Non-Criminal Justice Agency (NCJA) Information		
Agency Name		ORI
Agency Address	City and Zip	State
NCJA Representative Name (First, Last)	NCJA Representative Phone Number	
NCJA Representative Email Address	Date	

II. Contractor Information		
Contractor Name		
Contractor Address	City and Zip	State
Contractor Representative Name (First, Last)	Contractor Representative Phone Number	
Contractor Representative Email Address	Date	

III. NCJA & Contractor Signatories – I further agree to submit a new agreement to the LSP BCII at any time there is a change in the above.	
Signature of NCJA Representative	Date
Signature of Contractor Representative	Date
IV. LSP BCII Signatory	
Signature of LSP Compact Officer	Date