



JUDICIAL INQUIRY SYSTEM (JIS) INTER-AGENCY AGREEMENT

This Agreement between the Office of the State Courts Administrator (OSCA) and

Agency Name

Agency Address

is for access to criminal history and other criminal justice-related information through the Judicial Inquiry System (JIS).

OSCA and the (Agency) agree as follows:

I. OSCA Obligations

- A. OSCA, as administrator of the Judicial Inquiry System (JIS), will provide the Agency with access to data sources for official business purposes.
- B. OSCA will provide access to the JIS at no cost to the Agency.
- C. OSCA reserves the right to approve or deny all requests for access to JIS.

II. Agency Obligations

- A. The Agency agrees to:
 1. Abide by all terms and conditions stated in the User Agreement between the following:
 - Federal Bureau of Investigations (FBI) CJIS Security Policy
 - OSCA and Appriss Data User Agreement
 - OSCA and Department of Highway Safety and Motor Vehicle (DHSMV) Memorandum of Understanding
 - OSCA and Department of Juvenile Justice (DJJ) Memorandum of Understanding
 - OSCA and Florida Association of Court Clerks (FACC) Memorandum of Understanding
 - OSCA and Florida Department of Law Enforcement (FDLE) User Agreement
 2. Access JIS for official business purposes only.
 3. Abide by all local, state, and federal laws, policies, procedures, and regulations relating to access to and use of criminal justice information.
 4. Establish internal policies and procedures to ensure that all users comply with agreements listed above.
 5. Restrict use and dissemination of information obtained from JIS to performance of official business only in accordance with all applicable federal laws, state laws, court rules, and agreements listed above.
 6. Maintain any information obtained from JIS in a location that will prohibit unauthorized access and destroy records containing such information in compliance with all applicable federal laws, state laws, court rules, and agreements listed above.

7. Allow only approved personnel to access to JIS.
8. Identify an FCIC Agency Coordinator (FAC), if applicable, and a Point of Contact (POC) who will approve user access to JIS.

The POC/FAC's responsibilities include, but not limited to, the following:

- Review and approve requests for JIS access based on users' job responsibilities.
- Notify JIS Administrators immediately to inactivate user access following separation from the Agency, user reassignment that no longer requires access, negligent, improper, or unauthorized use or dissemination of any information.
- Provide JIS Administrators with updated JIS Inter-Agency Agreement within thirty (30) days of change to the agency head, POC, and/or FAC. New accounts will not be set up until an updated agreement is fully executed
- Monitor JIS user activity on an ongoing basis.
- Ensure the Agency's JIS users comply with policies and requirements within this agreement.
- Ensure the Agency's JIS users comply with internal agency policies that apply to JIS usage.
- FAC must authorize each user's access to data sources that require CJIS certification or security awareness training.

9. Take steps to prevent a security breach caused by access and use of the site under this Agreement. If the Agency believes that there has been a breach of security the POC or FAC shall immediately notify OSCA JIS Administrators.

10. Maintain security updates to computers or systems that access JIS. Take precautions against viruses, worms or any other cyber security threats that may impact JIS.

11. Ensure data extracted from JIS that is stored or transmitted that is of confidential, private, or sensitive nature shall meet the-Federal Bureau of Investigations (FBI) CJIS Security Policy encryption requirements. data source encryption requirements.

- B. The Agency understands that violation of these terms and/or the below cited laws may result in immediate revocation of JIS access, possible civil and criminal prosecution, and/or further disciplinary procedures.
- C. The Agency's failure to comply with laws, rules, and the user agreement shall constitute grounds for immediate termination of access. Access will remain revoked until the Agency complies with all rules and requirements.
- D. Access and use of JIS is governed by all applicable state and federal law, including but not limited to, the confidentiality requirements contained in chapter 119, Florida Statutes, sections 119.10, 39.0132, 501.171, 815, 839.26, 943.053, 984.06, 985.04, and the Federal Driver's Privacy Protection Act.

- E. The Agency must complete an DHSMV Annual Certification Statement to ensure proper and authorized use and dissemination of information and provide it to OSCA annually.

DHSMV Annual Certification Statement - The Agency Party shall submit to the OSCA an annual statement indicating that the Agency has evaluated and certifies that it has adequate controls in place to protect the personal data from unauthorized access, distribution, use, modification, or disclosure, and is in full compliance with the requirements of this agreement and applicable laws. The Agency shall submit this statement annually, within fifteen (15) business days after the anniversary of the execution date of this agreement. Failure to timely submit the certification statement may result in an immediate termination of this agreement.

III. Other Terms and Conditions

- A. OSCA is not responsible for the content of any linked site or any updates to links provided on JIS. Links on JIS will enable the Agency to leave JIS and are provided as a convenience for the individual user. The inclusion of links does not imply any endorsement by OSCA.
- B. Either party may terminate this agreement upon thirty (30) days written notice to the other party. OSCA may terminate this agreement without notice if the Agency fails to comply with the terms of this agreement.
- C. This agreement constitutes the entire agreement of the parties and may not be modified without written agreement executed by both parties.
- D. This agreement is valid for three (3) years after the date of OSCA execution.
- E. Failure to submit a newly signed agreement upon request from JIS Administrators shall result in revocation of access until such time that a signed agreement is received.
- F. The Agency and OSCA agree that this Agreement is subject to the provisions of section 768.28, Florida Statutes.

JIS Point of Contact (POC):

POC Name		POC Phone:
POC E-mail Address		
POC Signature		Date:

Additional POC Name (optional)		POC Phone:
POC E-mail Address		
POC Signature		Date:

Additional POC Name (optional)		POC Phone:
POC E-mail Address		
POC Signature		Date:

Additional POC Name (optional)		POC Phone:
POC E-mail Address		
POC Signature		Date:

Additional POC Name (optional)		POC Phone:
POC E-mail Address		
POC Signature		Date:

FDLE FCIC Agency Coordinator (FAC):

(Required for authorizing access to data sources which require FDLE training/certification)

FAC Name		FAC Phone:
FAC E-mail Address		
FAC Signature		Date:

Agency Head Approval:

Agency Head Name		
Agency Head Title		
Agency Head Signature		Date:

OSCA Approval:

OSCA Address	500 South Duval Street, Tallahassee, Florida 32399-1900	
OSCA Official's Name	Roosevelt Sawyer, Jr.	
OSCA Official's Title	State Courts Technology Officer	
OSCA Official Signature		Date: