

# **Integrated Criminal Justice Web Portal Access Agreement**

## **1. Purpose**

The purpose of this Agreement is to describe the relationship between the Integrated Criminal Justice Steering Committee (ICJSC) and agencies, counties and other criminal justice organizations accessing the Integrated Criminal Justice Web Portal (ICJWEB) and to establish the responsibilities and powers of each.

## **2. Agency to Administer Agreement and its Powers**

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

## **3. Services provided by ICJWEB**

ICJSC will provide State agencies, counties and other criminal justice organizations, when authorized, access to computerized information available to ICJWEB from Tennessee agencies, counties, other criminal justice organizations, and the National Crime Information Center (NCIC).

For purposes of this agreement, "agency or agencies" refer to agencies of the State of Tennessee, counties within Tennessee, or other criminal justice organizations within the State of Tennessee or Federal Government who are granted access to ICJWEB for administering criminal justice.

## **4. Agency Qualifications and Responsibilities**

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

The agency will appoint an individual who will be designated as an ICJWEB Access Administrator (AA). The AA will be responsible for ensuring that all ICJWEB transactions by the agency are for criminal justice or, as appropriate, public defender activities only, and that the agency conforms to the policies and procedures established by ICJSC.

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 AA will ensure that agency users receive and maintain user training. Upon request from the ICJSC office, AA's must be able to provide verification of training.

**5. Security and Privacy of Information**

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

Agencies accessing ICJWEB will assume responsibility for ensuring that information is restricted to Criminal Justice/Law Enforcement use only.

Unauthorized disclosure, dissemination or misuse of information provided through ICJWEB by the agency will be cause for immediate termination of access to ICJWEB and cancellation of this agreement. Any infraction of ICJSC policies and procedures must be reported immediately to the ICJSC office.

A copy of ICJSC Privacy & Usage Policy is Attachment A to this agreement. Acceptance of this agreement will include the acknowledgement and understanding of said attached Privacy & Usage Policy.

**6. Mobile Data Terminals and Computers (MDTC)**

Agencies transmitting ICJWEB information 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 ICJWEB MDTC standards. Violations of these standards will result in loss of ICJWEB access.

**7. 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
- Suspension/Termination occurs as a result of non-compliance with the specifications of this contract or ICJSC policies and procedures

Signature of User

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Print Name

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RACF ID

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Email address

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Work phone number

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Date

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Signature of Safety ICJ Administrator

Date

# **Privacy & Usage Policy**

## **Preamble**

The Tennessee justice system has been collecting, analyzing, using and disseminating information since its inception. However, as the State moves toward the integration of its justice information systems, the accelerated access and transfer of this information combined with the analytical capabilities of integration technology has raised significant privacy and usage concerns. These concerns not only impact those who become involved in the justice system, they also affect the privacy interests of every citizen of Tennessee.

In order to address these concerns, this privacy & usage policy sets forth sound principles of responsible collection, use, and sharing of justice information. It should be regarded as a best practice by every justice agency in the State and compliance with its provisions will ensure that agencies are conforming to federal and state requirements concerning the proper treatment of justice information.

## **Compliance**

All agencies having access to the Integrated Criminal Justice Web Portal (ICJWEB) shall comply with all rules, regulations and guidelines set forth by the Integrated Criminal Justice Steering Committee (ICJSC).

## **Access**

Only criminal justice agencies or statutorily authorized agencies, which shall include state, county or municipal, will be permitted to access ICJWEB.

The access must pertain to law enforcement information relating to crimes, criminals, and criminal activity being investigated by the agency or as specifically authorized by statute. Curiosity inquiries, general or personal inquiries and redistribution of the information to unauthorized persons are all specific examples of access, which is not allowed.

## **Access Administrator**

Each agency shall appoint an Access Administrator to act as the ICJWEB liaison with the Integrated Criminal Justice Steering Committee. The agency shall inform ICJSC of the Access Administrator assignment and any reappointments made in said position.

## **Transmission of Information**

The use of ICJWEB to transmit criminal justice information is limited to criminal justice agencies and any non-criminal justice agency specifically authorized by statute.

## **Documentation of Inquiries**

All inquiries will be documented to permit determination of relevancy to law enforcement or statutorily authorized purpose. This condition will be fulfilled by a log recording by ICJWEB of all inquiries made through the system.

## **Violation of Usage/Privacy Policies**

Violations of Federal or State laws and ICJWEB rules and regulations will result in the following disciplinary action:

Willful violation of rules and regulations or other laws, including unauthorized access of files or unauthorized disclosure of data obtained for lawful purposes will result in formal notification of the violation, issued by the ICJSC, with a required correction within a specified time of the conditions and circumstances, which produced the violation. Termination of all access to ICJWEB will be immediate.

Any unauthorized acquisition and/or use of data relating to a specific person will require notification to the affected person by the offending agency.

## **Distribution of Information**

Information received through ICJWEB shall not be redistributed to any person or agency except those agencies qualified to access ICJWEB and then only for the purposes authorized for disclosure.

When retention of printed material is no longer required, final disposition must be accomplished in a secure manner to preclude unauthorized access/use. Shredding or burning is the acceptable methods of disposal.

Dissemination of information obtained through ICJWEB to the public is prohibited, regardless of the public availability or accessibility at its source. For instance, the Tennessee Department of Safety may disseminate driver license and motor vehicle registration information to the public for a fee, under its own guidelines and authority. However, that same information, if obtained from ICJWEB, is subject to the restrictions referenced above.

## **Classification of Data**

Access to any confidential information will be regulated by the ICJSC to insure proper entitlement to and use of said data. This regulation may be through software controls and/or manual control.

## **User Agreements**

All agencies accessing ICJWEB must complete the appropriate user agreement(s) with the ICJSC. User agreements must be kept current, and in the event of a change in agency administration, a new user agreement must be executed immediately. Each agency's Access Administrator is responsible for requesting and submitting a new agreement in a timely manner. This user agreement, signed by the agency administrator and appropriate ICJSC administration states that agencies will abide by all the rules relating to the ICJWEB system. If these rules are violated, the ICJSC reserves the right to suspend access to the user agency.

## **Privacy of Information**

The ICJSC and all agencies and individuals accessing information through ICJWEB shall comply with all federal and state constitutions, laws, regulations, court decisions, court orders and any applicable federal and state orders creating rights of privacy, restricting disclosure to and/or by law enforcement agencies of information relating to citizens and requiring specific actions of law enforcement personnel in relation to privacy and protection of the individual rights of citizens which may be in effect during the term of this agreement are hereby recognized for full compliance.

No criminal justice agency or any other agency authorized by statute to receive information from ICJWEB shall use the information obtained for any purpose other than law enforcement purposes or as authorized by statute and is prohibited from disclosing, exposing or transmitting by any means information from ICJWEB to any private citizen, corporation, entity or any other governmental agency not specifically authorized by statute to have such information.

All data furnished from ICJWEB will retain its privacy and confidentiality status, if any, which attached to the data while in the agency furnishing the data. Also, if any data which does not have a privacy or confidential status is received by any agency and is given a privacy or confidential status by virtue of some law, federal or state, or court order, then that protected status must be maintained by the receiving agency and any further distribution by that agency must include as a part of its dissemination its privacy or confidential status and restricted thereto.

## **Version History**

Any amendments to this policy shall take effect 30 days from the date of their adoption by the Integrated Criminal Justice Steering Committee.

*Originally Adopted 03/27/2006*

*Amended*

*Tennessee Department of Safety Revision 10/06/07 with permission of AOCC ICJ support*

**ICJWEB  
Agreement  
Addendum 1**

**Integrated Criminal Justice Portal Access**

By action of the ICJ Steering Committee on 12/04/2008, Section 5 has been modified, effective 01/03/2009 and is amended to read as follows:

**5. Security and Privacy of Information**

Information provided through ICJWEB is documented criminal justice information that is available electronically and must be protected to ensure correct, legal, and efficient dissemination and use. This information is sensitive and should be treated accordingly. An unauthorized request, receipt or dissemination of this information could result in civil, and/or administrative proceedings *and/or criminal prosecution pursuant to TCA 39-16-404, Misuse of Official Information; TCA 39-16-402, Official Misconduct; or any other applicable policy or statute.*

Agencies accessing ICJWEB will assume responsibility for ensuring that information is restricted to Criminal Justice/Law Enforcement use only.

Unauthorized disclosure, dissemination or misuse of information provided through ICJWEB by the agency will be cause for immediate termination of access to ICJWEB and cancellation of this agreement. Any infraction of ICJSC policies and procedures must be reported immediately to the ICJSC office.

A copy of ICJSC Privacy & Usage Policy is Attachment A to this agreement. Acceptance of this agreement will include the acknowledgement and understanding of said attached Privacy & Usage Policy.

*Executing this modification does not preclude the possibility of criminal prosecution for actions committed prior to this addendum.*

As an authorized user of the ICJ Criminal Justice Portal, I have read and acknowledged the above addendum. This signed addendum will become part of the Portal Access Agreement I signed when originally given access to the ICJ Criminal Justice Web Portal.

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Print User Name

\_\_\_\_\_  
RACF ID

\_\_\_\_\_  
Signature of User

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Administrator

\_\_\_\_\_  
Date