

WAC 446-20-440 Contract for support services model agreement under WAC 446-20-180. (Some provisions may not be applicable in all cases and are noted accordingly.)

I. General Provisions

- A. Parties: This agreement is made and entered into this day of , 20 . . . , by and between (_____(head of agency)_____), Administrator of (_____(criminal justice agency)_____) and (_____(head of agency)_____) of (Support Services Agency of "User").
- B. Purpose of Agreement: This agreement authorizes (user) to collect, retrieve, maintain and/or disseminate criminal history record information (hereinafter, CHRI) pursuant to RCW 10.97.050(5), WAC 446-20-180, and the terms of this contract. In addition, it provides for the security and privacy of information in that dissemination to criminal justice agencies must be limited for the purposes of the administration of justice and criminal justice agency employment. Dissemination to other individuals and agencies must be limited to those individuals and agencies authorized by either the Washington state patrol, under chapter 10.97 RCW or local ordinance, as specified by the terms of this contract, and must be limited to the purposes for which it was given and may not be disseminated further.

II. Duties of Criminal Justice Agency

- A. In accordance with federal and state regulations, (criminal justice agency) agrees to furnish complete and accurate criminal history information to user, pursuant to RCW 10.97.040.
- B. (Criminal justice agency) must specify and approve those individuals or agencies authorized to obtain CHRI, which includes nonconviction data, pursuant to RCW 10.97.050(4) or by local ordinance.

III. Duties of User

- A. (User) will collect, retrieve, maintain and/or disseminate all information covered by the terms of this agreement in strict compliance with all present and future federal and state laws and regulations. In addition, all programs, tapes, source documents, listings, and other developmental or related data processing information containing or permitting any person to gain access to CHRI and all personnel involved in the development, maintenance, or operation of an automated information system containing CHRI are subject to the requirements of RCW 10.97.050(5) and WAC 446-20-180.
- B. (User) will obtain the assistance of the (criminal justice agency) to familiarize its personnel with and fully adhere to section 524(b) of the Crime Control Act 1973 (42 U.S.C. 3771(b)), 28 C.F.R. Part 20, chapter 10.97 RCW and chapter 446-20 WAC, promulgated by the Washington state patrol.
- C. (User) will disseminate CHRI only as authorized by chapter 10.97 RCW and as specified by (criminal justice agency) in this agreement.
- D. (User) agrees to fully comply with all rules and regulations promulgated by the Washington state patrol, pursuant to RCW 10.97.090(2), regarding standards for the physical security, protection against unauthorized access and personnel procedures and safeguards.

E. (User) agrees to permit access to its records system for the purposes of an audit, as specified under RCW 10.97.090(3).

IV. **Suspension of Service**

(Criminal justice agency) reserves the right to immediately suspend furnishing information covered by the terms of this agreement to (User), when any terms of this agreement are violated. (Criminal justice agency) will resume furnishing information upon receipt of satisfactory assurances that such violations have been fully corrected or eliminated.

V. **Cancellation**

Either (criminal justice agency) or (user) may cancel this agreement upon thirty days notice to the other party.

VI. **Indemnification**

User hereby agrees to indemnify and hold harmless (criminal justice agency) and its officers, agents and employees from and against any and all loss, damages, injury, liability suits and proceedings however caused, arising directly or indirectly out of any action or conduct of the (user) in the exercise or enjoyment of this agreement. Such indemnification will include all costs of defending any suit, including attorney fees.

VII. **Construction**

This agreement will be liberally construed to apply to both manual and automated information systems wherever and whenever possible.

(CRIMINAL JUSTICE AGENCY)	(USER)
By:	By:
Title:	Title:
Date:	Date:

[Statutory Authority: Chapters 10.97 and 43.43 RCW. WSR 10-01-109, § 446-20-440, filed 12/17/09, effective 1/17/10. Statutory Authority: RCW 43.43.760, 43.43.815 and 43.43.838. WSR 92-15-015, § 446-20-440, filed 7/6/92, effective 8/6/92. Statutory Authority: RCW 10.97.080 and 10.97.090. WSR 80-08-057 (Order 80-2), § 446-20-440, filed 7/1/80.]