



## Background Investigation Unit

555 Wright Way, Carson City, Nevada 89701  
Telephone (775) 684-4836 - Fax (775) 684-4845

### CIVILIAN CANDIDATE

☐ FULL

☐ MODIFIED

☒ CONDENSED

(Please Print)

Date: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Position: \_\_\_\_\_

Division/Region: \_\_\_\_\_

Appointing Auth.: \_\_\_\_\_

App. Auth. Phone: \_\_\_\_\_

App. Auth. Email: \_\_\_\_\_

FULL INVESTIGATION – If candidate left DPS employment over 1 year prior, or has never been employed with DPS

MODIFIED INVESTIGATION – If candidate left DPS employment between 30 days and 1 year prior

CONDENSED INVESTIGATION – If candidate left DPS employment less than 30 days prior, or is an intern/temporary/contract

**PERSONAL HISTORY STATEMENT – CIVILIAN APPLICANT****PAGE 1 OF 1**

SECTION 1: PERSONAL			
1. YOUR FULL NAME			
LAST	FIRST	MIDDLE	
2. OTHER NAMES, INCLUDING NICKNAMES YOU HAVE USED OR BEEN KNOWN BY			
3. ADDRESS WHERE YOU RESIDE NUMBER/STREET			APT/UNIT
CITY		STATE	ZIP
4. MAILING ADDRESS, IF DIFFERENT FROM ABOVE			
5. CONTACT NUMBERS			
HOME	WORK	EXT	OTHER CELL FAX PAGER
6. EMAIL ADDRESS			
7. BIRTH PLACE (CITY/COUNTY/STATE/COUNTRY)		8. BIRTHDATE	9. SOCIAL SECURITY NUMBER - -
10. DRIVER'S LICENSE		11. PHYSICAL DESCRIPTION	
NO	STATE	EXP	HEIGHT WEIGHT HAIR COLOR EYE COLOR
12. Tattoos; scars; other identifying marks; carefully describe the nature/subject; color and location of the tattoo.			



Nevada Department of  
**Public Safety**  
Dedication Pride Service

**Human Resources**  
**555 Wright Way**  
**Carson City, NV 89701**

**PRE-EMPLOYMENT WAIVER AND**  
**LIABILITY RELEASE**

In consideration for the processing of my application for the position of \_\_\_\_\_,  
(Position)

with the \_\_\_\_\_, I, \_\_\_\_\_,  
(Agency) (Applicant Name)

do hereby irrevocably agree to the following:

**WAIVER OF LIABILITY**

I hereby release from liability and promise to hold harmless under and all causes of legal action, the State of Nevada, the Department of Public Safety, its agents or employees, and any and all persons or entities in the pursuance of my background investigation.

**RELEASE OF INFORMATION**

I authorize, for a period of two (2) years from the date of signature on this document, any person or entity contacted by the State of Nevada, the Department of Public Safety, its agents or employees, during the course of my background investigation, to furnish to said persons or entities, any and all information that they may have concerning me, including, but not limited to, written examinations, physical agility tests, interviews, background investigations, polygraph or other lie detection device results, psychological evaluations, any confidential or privileged information, employment personnel files, any sealed data or materials, or agreed to be withheld information pursuant to any prior agreement or court proceeding involving disciplinary matters or any other information or opinions they may have.

NRS 239B STATES THAT UPON REQUEST OF A LAW ENFORCEMENT AGENCY, AN EMPLOYER SHALL PROVIDE TO THE LAW ENFORCEMENT AGENCY INFORMATION, IF AVAILABLE, REGARDING A CURRENT OR FORMER EMPLOYEE OF THE EMPLOYER WHICH IS AN APPLICANT FOR THE POSITION OF PEACE OFFICER WITH THE LAW ENFORCEMENT AGENCY. FURTHERMORE, NRS 41.755 STATES...AN EMPLOYER WHO DISCLOSES INFORMATION REGARDING AN EMPLOYEE TO A LAW ENFORCEMENT AGENCY PURSUANT TO SECTION 1 OF THIS ACT IS IMMUNE FROM CIVIL LIABILITY FOR SUCH DISCLOSURE AND ITS CONSEQUENCES.

**INVESTIGATION DISCOVERY WAIVER**

Pursuant to NAC 284.718 and NAC 284.726, confidentiality is imperative. Therefore, I hereby waive, without reservation, any right I may have, now or in the future, to examine, review or otherwise discover the contents of this background investigation and all related documents thereto. This waiver shall apply to any right of action of any nature whatsoever, that may accrue to myself, my heirs, or my personal representative(s).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Waiving Rights

Subscribed and Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

(Notary Seal)

Notary public in and for said county of \_\_\_\_\_ State of \_\_\_\_\_



Nevada Department of  
**Public Safety**  
Dedication Pride Service

## Fingerprint Request Form

Please provide this form to the fingerprint technician/official at the time your fingerprints are taken to ensure all fields contain the required/authorized information needed for processing. Save the original hardcopy as you may be asked for it at a later time.

**Call (775) 684-4836 for the account number (MNU) and ORI prior to making your appointment.**

### APPLICANT INFORMATION:

APPLICANT NAME: (LAST, FIRST, MI)

\_\_\_\_\_

APPLICANT ADDRESS:

\_\_\_\_\_

CITY, STATE, ZIP CODE:

\_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

PLACE OF BIRTH: \_\_\_\_\_

SSN: \_\_\_\_\_

CITIZENSHIP: \_\_\_\_\_

SEX: \_\_\_\_\_ RACE: \_\_\_\_\_ HGT: \_\_\_\_\_ WGT: \_\_\_\_\_ EYES: \_\_\_\_\_ HAIR: \_\_\_\_\_

ACCOUNT NUMBER (MNU): \_\_\_\_\_ ORI: \_\_\_\_\_

REASON FINGERPRINTED: CRIMINAL JUSTICE APPLICANT

SUBMIT FINGERPRINT ELECTRONIC LIVESCAN: YES: \_\_\_\_\_ NO: \_\_\_\_\_

### FINGERPRINT SITE INFORMATION:

TCN: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF OFFICIAL TAKING PRINTS

\_\_\_\_\_  
DATE

The above-named individual was fingerprinted and said prints will be sent electronically to the Central Repository for Nevada Records of Criminal History on behalf of the State of Nevada Department of Public Safety.

Below are locations within Nevada where you can have your fingerprints taken at no charge.  
Call (775) 684-4836 for the account number (MNU) and ORI prior to making your appointment.

## **NORTHERN NEVADA**

### **Records, Communications & Compliance Division**

Fingerprint Unit  
(775) 684-6262  
333 West Nye Lane  
Carson City, Nevada 89706

### **Parole and Probation Office**

(775) 684-2300 | [pnpr-reno-rfi@dps.state.nv.us](mailto:pnpr-reno-rfi@dps.state.nv.us)  
475 Valley Road  
Reno, Nevada 89512

Special Instruction: Appointment Required – NO CHILDREN ALLOWED

## **SOUTHERN NEVADA**

### **Parole & Probation – DONS Unit**

(702) 486-5176  
215 East Bonanza Road  
Las Vegas, NV 89101

## **RURAL AND NON-NEVADA RESIDENTS**

If you reside outside the state of Nevada or cannot make it to one of the above-mentioned locations, please visit your local law enforcement agency. Note that there may be a charge for this service. Send the hard copy (card provided by the law enforcement agency) to the following address-MUST BE ADDRESSED EXACTLY FOR PROPER ROUTING:

Nevada DPS – Background Unit  
555 Wright Way  
Carson City, Nevada 89701



Nevada Department of  
**Public Safety**  
Dedication Pride Service

## Fingerprint Background Waiver

As an applicant who is the subject of a national fingerprint-based criminal history record check for a noncriminal justice purpose (such as an application for employment or a license, an immigration or naturalization matter, security clearance, or adoption), you have certain rights which are discussed below. All notices must be provided to you in writing. These obligations are pursuant to the Privacy Act of 1974, Title 5, United States Code (U.S.C.) Section 552a, and Title 28 Code of Federal Regulations (CFR), 50.12, among other authorities.

1. You must be notified by Nevada DPS – Background Unit (name of requesting agency) that your fingerprints will be used to check the criminal history records of the FBI and the State of Nevada.
2. Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.
3. Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI and/or the Central Repository for Nevada Records of Criminal History may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.
4. Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI and/or Central Repository for Nevada Records of Criminal History, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.
5. If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on information in the FBI criminal history record. The procedures for obtaining a change, correction, or update of your FBI criminal history record as set forth at, 28 CFR 16.34 provides for the proper procedure to do so.

Applicant:

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Date

6. If agency policy permits, the officials may provide you with a copy of your FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at <https://www.fbi.gov/services/cjis/identity-history-summary-checks> and <https://www.edo.cjis.gov>.
7. If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI by submitting a request via <https://www.edo.cjis.gov>. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR 16.30 through 16.34.)
8. You have the right to expect that officials receiving the results of the fingerprint-based criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal or state statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.
9. I hereby authorize Nevada DPS – Background Unit (name of requesting agency), to submit a set of my fingerprints to the Nevada Department Public Safety, Records Bureau for the purpose of accessing and reviewing State of Nevada and FBI criminal history records that may pertain to me.
10. I hereby release from liability and promise to hold harmless under any and all causes of legal action, the State of Nevada, its officer(s), agent(s) and/or employee(s) who conducted my criminal history records search and provided information to the submitting agency for any statement(s), omission(s), or infringement(s) upon my current legal rights. I further release and promise to hold harmless and covenant not to sue any persons, firms, institutions or agencies providing such information to the State of Nevada on the basis of their disclosures. I have signed this release voluntarily and of my own free will.

A reproduction of this authorization for release of information by photocopy, facsimile or similar process, shall for all purposes be as valid as the original.

In consideration for processing my application I, the undersigned, whose name and signature voluntarily appears below; do hereby and irrevocably agree to the above.

Applicant's Name:

PLEASE PRINT

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Middle

Applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Agency Account #: \_\_\_\_\_

Agency Representative: \_\_\_\_\_

PLEASE PRINT

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Middle

Agency Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## STATEMENT OF UNDERSTANDING

As a contract employee to the State of Nevada, I have an implicit responsibility to safeguard the public trust. I further affirm to follow all statutes, regulations, policies, standards and procedures governing the confidentiality, integrity and security of information resources prescribed by the State as outlined below.

**Information Resources** are defined as all computing hardware, software, data files, computer generated hard copy, data facilities, communications, modems, multiplexors, concentrators, power sources and other assets related to computer-based information systems of computer installations.

I will guard against and report to the proper authority any accidental or premeditated disclosure or loss of material such as, but not limited to, confidential data, sensitive information, developmental or operation manuals, encoding systems, activation passwords for teleprocessing, keys or any material entrusted to me when such disclosure or loss could be detrimental to the State of Nevada or citizenry thereof. I acknowledge responsibility to safeguard computer access privileges that I may be entrusted with (e.g., USERID and PASSWORD) and will not disclose this sensitive information to **ANYONE**. I will be responsible for all activity conducted under my user registration. I understand that the LOGONID and PASSWORD are intended for the sole use of the personnel to whom it is assigned and is not to be loaned to or used by any other individual.

In conformance with customer agency regulations and in the performance of my duties, I will release from the State input documents and report output only to an authorized representative of the owning agency. Under no circumstances will I allow data owned by one customer agency to be made available to another entity without obtaining the express permission of the owning agency for such disclosure or utilization.

Upon termination of the contract assignment with the State of Nevada, for whatever reason, I agree to respect the confidentiality of all customer agency data, applications and procedures entrusted to me and will submit to an authorized State representative all manuals, files, keys, data, applications and any other State owned relevant materials (this includes, but is not limited to, all copies of the same) pertinent to the performance of my assigned duties and tasks.

Furthermore, I agree that if in the employ of, or under contract with, someone other than the State of Nevada, I will not attempt to implement any application or procedure which is proprietary to the State without the express written permission of the State of Nevada.

I further agree that I will not knowingly engage in any activity for monetary gain or otherwise which may jeopardize the integrity of the State. I will further aid in the investigation of any individual violating or infringing upon this trust, realizing that such violation may be grounds for dismissal. I am also aware that I will be subject to warning, suspension or dismissal and/or appropriate legal action for any proven infringements or violations of these security provisions.

The State of Nevada has a Zero Tolerance policy regarding sexual harassment which must be followed by all employees/contractors. The policy against sexual harassment for the State of Nevada states that all employees have the right to work in an environment free from all forms of discrimination and conduct which can be considered harassing, coercive or disruptive, including sexual harassment. Any employee/contractor who violates this policy is subject to dismissal/removal from the project.

It is the policy of the State of Nevada to ensure that its employees/contractors do not: report to work in an impaired condition resulting from the use of alcohol or drugs; consume alcohol while on duty; or unlawfully possess or consume any drugs while on duty, at a work site or on State property. Any employee/contractor who violates this policy is subject to dismissal/removal from the project.

NAME (Please Print):			
COMPANY AFFILIATION:			
SIGNATURE:			
PROJECT:		DATE:	

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

**Legal Authority for and Purpose and Genesis of the  
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security

addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
  - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
  - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
  - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power

and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

**1.00 Definitions**

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

**2.00 Responsibilities of the Contracting Government Agency.**

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

**3.00 Responsibilities of the Contractor.**

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

**4.00 Security Violations.**

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

#### 5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

#### 6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

**CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Printed Name/Signature of Contractor Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization and Title of Contractor Representative

## N-DEx Consent Form

This document outlines the consent of your information to be used within the N-DEx system for employment within DPS or as a contracted vendor.

1. The purpose for requesting this information is to conduct a complete background investigation pertaining to your fitness to serve as an employee of DPS or a contracted vendor. This background investigation may include inquiries pertaining to your employment, education, medical history, credit history, criminal history, and any information relevant to your character and reputation. By signing this form, you are acknowledging you have received notice and have provided consent for Department of Public Safety Background Investigation Unit to use this information to conduct such a background investigation, which may include the searching of the N-DEx System.
2. I authorize any employee or representative of Department of Public Safety Background Investigation Unit to search the N-DEx System to obtain information regarding my qualifications and fitness to serve as an employee of DPS or a contracted vendor. I understand the N-DEx System is an electronic repository of information from federal, state, local, tribal, and regional criminal justice entities. This national information sharing system permits users to search and analyze data from the entire criminal justice cycle, including crime incident and investigation reports; arrest, booking, and incarceration reports; and probation and parole information. This release is executed with full knowledge, understanding, and consent that any information discovered in the N-DEx System may be used for the official purpose of conducting a complete employment background investigation. I also understand any information found in the N-DEx System will not be disclosed to any other person or agency unless authorized and consistent with applicable law. I release from Department of Public Safety Background Investigation Unit any liability or damage which may result from the use of information obtained from the N-DEx System.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_