

**DEPARTMENT OF PUBLIC SAFETY  
of the State of Texas**

**AGENCY-OWNED LIVESCAN USER AGREEMENT**

This document is an agreement between the Department of Public Safety (Department) and User Agency, a law enforcement agency.

**USER AGENCY** \_\_\_\_\_

**USER CONTACT NAME** \_\_\_\_\_

**USER CONTACT ADDRESS** \_\_\_\_\_

**USER CONTACT PHONE NUMBER** \_\_\_\_\_

**USER CONTACT EMAIL** \_\_\_\_\_

This agreement details the duties and responsibilities of the Department and User Agency. The Department may remove permissions and Livescan equipment if User Agency fails to abide by the conditions of this agreement and the CJIS Security Policy.

The Department reserves the right to monitor, and limit if necessary, the number of transactions submitted to the state’s Automated Fingerprint Identification System (AFIS), as well as those forwarded to the FBI’s Integrated Automated Fingerprint Identification System/Next Generation Identification (IAFIS/NGI). Additionally, the Department may suspend User Agency access if monitoring reveals that the User Agency has continuous periods of unexplained inactivity.

The Department will be the State Administrator of the Store and Forward device used to submit fingerprint images to the Federal Bureau of Investigation (FBI) and to the Department systems.

The Department will work with the User Agency and its Livescan vendor, if applicable, to accomplish connectivity to the Department. The User Agency will only submit transactions to the Department from the Department’s tested implementations utilizing devices that appear on the FBI’s IAFIS certified product list, <https://www.fbibiospecs.cjis.gov/Certifications>. The Livescan must have Appendix F specifications with 500ppi and ANSI/NIST Type 4 fingerprints. The Livescan will connect to the Department in one of three forms: Direct Connect, Store and Forward via email, or Store and Forward via FTP.

The User Agency will submit Livescan transactions for criminal justice purposes only. Livescan submissions to the Department will be limited to criminal justice applicants for the User Agency, arrests, sex offender registration and identification verifications of subjects.

If the User Agency submits criminal justice applicants, it must only submit applicant submissions for its agency, have a Clearinghouse account to retrieve Livescan responses and for Rap Back, and validate its subscriptions in the Clearinghouse each year.

The User Agency must abide by all laws of the United States and the State of Texas, and must abide by all current and subsequent versions of approved rules, policies, and procedures concerning the collection, storage, processing, retrieval, dissemination and exchange of criminal justice information. The User Agency must adhere to the CJIS Security Policy.

The Department reserves the right to immediately suspend service to the User Agency when any applicable state and federal laws, rules, regulations, or policies are violated. The Department may reinstate service following suspension upon receipt of satisfactory assurances that all violations have been corrected and measures have been taken to prevent future violations. Failure to correct any violations could result in cancellation of service. All costs for reconnection of service are the responsibility of the User Agency. The Department may, upon 30 days' written notice, discontinue service. The Department has the authority to inspect and audit the equipment, records, and operations of the User Agency to determine compliance with this agreement and all applicable state and federal laws, rules, regulations, and policies.

To the extent permitted by law, User Agency agrees to hold harmless the Department of Public Safety, its Director, and employees from and against any and all claims, demands, actions and suits, including any liability for damages (1) by reason of or arising out of any false arrest or imprisonment or (2) for any cause of action arising out of or involving any negligence on the part of User Agency or its employees in the exercise of this Agreement,.

This Agreement will become effective upon receipt of the signed agreement by the Department of Public Safety.

User Agency's undersigned signatory has full authority to enter into this Contract on behalf of User Agency.

**USER AGENCY**

ORI # \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

<p><b>PLEASE MAIL TO:</b> <i>DEPARTMENT OF PUBLIC SAFETY CRIME RECORDS SERVICE LIVESCAN COORDINATOR PO BOX 4143 AUSTIN, TX 78765-4143</i></p>
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