



**CABINET FOR HEALTH AND FAMILY SERVICES
DEPARTMENT FOR COMMUNITY BASED SERVICES
COA ACCREDITED AGENCY**

Matthew G. Bevin
Governor

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Contract Correspondence Transmittal (CCT)

CCT Number: 18-02	Date of Issue: May 1, 2018
Issuance: Division of Protection and Permanency, Division Director – Michelle Anderson <i>mab</i>	
Key Words/Phrases Adam Walsh Child Protection and Safety Background Check Authorization: UPDATED INFORMATION	
Attachments/Forms: 1) Agency Requirements for Noncriminal Justice Applicants, 2) KRS 17.150(4) and Section 1 of 502 KAR 30:060, 3) Updated User Agreement Private Entities (1.7), 4) DPP-157, 5) Process Flow of Adam Walsh Child Protection and Safety Background Check for Applicants or Foster/Adoptive Parents, 6) KSP Security Awareness Training Request, 7) Fingerprint Card How To, 8) Sample of Fingerprint Card	

This CCT and attached documents provides the most updated information available on the Adam Walsh Child Protection and Safety Background Check Authorization. Information contained herein supersedes CCT 17-07. Please review the information below. There are multiple documents included with this CCT to assist you in gaining additional knowledge and understanding of the process for applicants and foster/adoptive parents and also for the requirements and approval of staff members who will handle the Criminal History Record Information (CHRI) once it is received.

Background

The Department for Community Based Services (DCBS) received negative findings from the Federal Bureau of Investigation (FBI) in the last two audits of its background check programming for the approval of foster and adoptive parent applicants. These findings could result in compromise to the background check programming, up to and including its suspension or shutdown. DCBS has argued that the restrictions on sharing foster/adoptive parent applicants' criminal background check histories with private child-placing agencies ultimately compromises child safety, because private child-placing agencies do not have direct access to the full histories to use in tandem with the home evaluation and parent interviews.

During the last audit in November 2016, there was suggestion that the state through Governor Bevin request Adam Walsh Child Protection and Safety Background Check Authorization under 42 U.S.C. 16962. DCBS worked through the Kentucky State Police (KSP) with successful submission of the request February 15, 2017. On April 25, 2017, KSP advised that the FBI granted the authorization. Since then, DCBS has worked with KSP on instruction and user agreements to officially implement the new authorization. Once implemented, this authorization will allow DCBS to directly provide complete criminal histories of individuals to private child-placing agencies through U.S. mail or facsimile/fax.



Currently

Private Entity Criminal History Record Information User Agreement - As of this date, DCBS has updated its user agreement with KSP. Attached is the updated "Private Entity Criminal History Record Information User Agreement" (version 1.7) that must be completed by each private child-placing agency accepting children from DCBS. Agreements must be in place prior to the provision of foster/adoptive parent applicants' complete criminal histories. This includes forthcoming arrangements resulting from HB1/SCS1, Section 57 enacted during the 2018 regular session. **Until all user agreements with private child-placing agencies are in place, the DCBS Records Management Section will process checks as usual.** If you have already sent your user agreement in, we apologize but we are respectfully requesting that you send these in again, ensuring the attached version 1.7 is used. You will need to send one for each licensed site.

Approved Employee Background Check and Training – In accordance with the User Agreement, PCP agencies will need to designate specific employees to handle Criminal History Record Information (CHRI). In order to be an "approved employee" to handle CHRI, KSP requires that the employee obtain a fingerprint background check and complete the KSP Security Awareness Training. Please refer to the attached "*Fingerprint Card*" example and *Fingerprint Card How To* document for helpful information regarding this process.

Process Flow Overview Document - Also attached is a document entitled "Process Flow of Adam Walsh Child Protection and Safety Background Check for Applicants or Foster/Adoptive Parents" that provides a process overview for PCP agencies to follow when seeking to obtain a background check, to include FBI CHRI on an applicant or foster/adoptive parent.

May 31st Due Date - The completed/signed signature page of the User Agreement must be received by DCBS by 4:30 p.m. EST May 31, 2018. The signature page should be returned to Gayle Learned, PCC Liaison. Please inbox the signature page to gayle.learned@ky.gov with a carbon copy (cc) to DCBS.contracts@ky.gov. **In the e-mail subject line please put AWCP Documents.** If you would like to mail the completed hard copy, you can do so at:

DCBS
Attn: Gayle Learned
275 East Main St. 3E-A
Frankfort, KY 40621

REMINDER of Prohibitions and Restrictions:-

- User Agreements must be in place to authorize the release of criminal histories.
- Criminal histories are highly confidential. KSP states there is a prohibition regarding the electronic or e-mail exchange of criminal histories, although U.S. Mail and facsimile are acceptable methods.
- The FBI audits KSP and thereby DCBS, one of the largest consumers of background checks, every three years. Once PCP authorization is implemented, private child-placing agencies can expect to be selected for FBI audit regarding their handling of criminal histories. KSP advised that, based on current numbers, at least two to five private child-placing agencies will be selected in the next audit.
- DCBS is the private child-placing agencies' point of contact for foster/adoptive parent applicants' FBI criminal history. If there is a question about processing or background check results, private child-placing agencies must contact DCBS Records Management. KSP will direct a private child-placing agency to DCBS if KSP is contacted for these reasons.
- KSP retains criminal background check results for six months. If replacement results are needed by a child-placing agency within six months of the criminal check request's processing, the agency should contact DCBS Records Management.

If you have any questions regarding this transmittal or require greater clarification, please contact Gayle Learned via email (gayle.learned@ky.gov) or by telephone at (502) 564-6852, ext. 3608.



MATTHEW G. BEVIN
Governor

COMMONWEALTH OF KENTUCKY
KENTUCKY STATE POLICE
CRIMINAL IDENTIFICATION AND RECORDS BRANCH
1266 LOUISVILLE ROAD
FRANKFORT, KENTUCKY 40601

RICHARD W. SANDERS
COMMISSIONER

AGENCY REQUIREMENTS FOR NONCRIMINAL JUSTICE APPLICANTS

Authorized governmental and non-governmental agencies/officials that conduct a national fingerprint based criminal history record check on an applicant for a noncriminal justice purpose (such as a job or license, immigration or naturalization matter, security clearance, or adoption) are obligated to ensure the applicant is provided certain notice and other information and that the results of the check are handled in a manner that protects the applicant's privacy.

- Officials must provide to the applicant written notice that his/her fingerprints will be used to check the criminal history records of the FBI.
- Officials using the FBI criminal history record (if one exists) to make a determination of the applicant's suitability for the job, license, or other benefit must provide the applicant the opportunity to complete or challenge the accuracy of the information in the record.
- Officials must advise the applicant that procedures for obtaining a change, correction, or updating of an FBI criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34.
- Officials should not deny the job, license, or other benefit based on information in the criminal history record until the applicant has been afforded a reasonable time to correct or complete the record or has declined to do so.
- Officials must use the criminal history record solely for the purpose requested and cannot disseminate the record outside the receiving department, related agency, or other authorized entity.

The FBI has no objection to officials providing a copy of the applicant's FBI criminal history record to the applicant for review and possible challenge when the record was obtained based on positive fingerprint identification. If agency policy permits, this courtesy will save the applicant the time and additional FBI fee to obtain his/her record directly from the FBI by following the procedures found at 28CFR 16.30 through 16.34. It will also allow the officials to make a more timely determination of the applicant's suitability.

Each agency should establish and document the process/procedures it utilizes for how/when it gives the applicant notice, what constitutes "a reasonable time" for the applicant to correct or complete the record, and any applicant appeal process that is afforded the applicant. Such documentation will assist State and/or FBI auditors during periodic compliance reviews on use of criminal history records for noncriminal justice purposes.

If you need additional information or assistance, please contact Ariah Faulkner at 502-782-9794 or cjistraining@ky.gov.

KRS 17.150(4) provides that:

"Centralized criminal history records are not subject to public inspection. Centralized history records mean information on individuals collected and compiled by the Justice and Public Safety Cabinet from criminal justice agencies and maintained in a central location consisting of identifiable descriptions and notations of arrests, detentions, indictments, information, or other formal criminal charges and any disposition arising therefrom, including sentencing, correctional supervision, and release. The information shall be restricted to that recorded as the result of the initiation of criminal proceedings or any proceeding related thereto. Nothing in this subsection shall apply to documents maintained by criminal justice agencies which are the source of information collected by the Justice and Public Safety Cabinet. Criminal justice agencies shall retain the documents and no official thereof shall willfully conceal or destroy any record with intent to violate the provisions of this section."

Section 1 of 502 KAR 30:060

"Use of CHRI disseminated to noncriminal justice agencies shall be limited to the purpose for which it was given. An agency or individual shall not confirm the existence or nonexistence of CHRI to any person or agency that would not be eligible to receive the information itself."

CHRI must be used solely for the purpose requested and can not be disseminated outside the receiving departments, related agencies, or other authorized entities. If passing CHRI to a third party contractor, for the administrative of noncriminal justice, the Outsourcing Standard identifies the duties and responsibilities with respect to adequate internal controls within the contractual relationship so that the security and integrity of the III System and CHRI are not compromised.
Title 28, CFR, 50.12 (b)

Title 28, U.S.C., § 534, Pub. L. 92-544 and Title 28, CFR, 20.33(b), provide that the exchange of records and information is subject to CANCELLATION if dissemination is made outside the receiving departments or related agencies. Furthermore, depending upon the nature of the offense and the identity of the offender, federal or state crimes may be charged for the willful, unauthorized disclosure of CHRI. Depending on the authority to which the CHRI was authorized for dissemination, penalties may be different according to the authority.

Private Entity Criminal History Record Information User Agreement

This User Agreement (Agreement) is entered into between the Department of Kentucky State Police, (KSP), and _____ (User Agency). The purpose of this Agreement is to set forth the User Agency's responsibility when receiving, accessing, and utilizing, criminal history record information and to ensure the confidentiality of this information consistent with applicable guidelines and statutory mandates.

1. Definitions

For the purposes of this Agreement, the definitions listed in this section shall represent the common and exclusive understanding of the parties hereto. The singular and plural form, as well as the small or upper case, of any defined term can be used interchangeably regardless of whether the definition refers to the singular or plural term, or uses the small or upper case.

1.1 "Adequate security" shall mean administrative, technical, and physical, safeguards to ensure the security and confidentiality of CHRI, protect against system misuse and any anticipated threats or hazards to the security of CHRI.

1.2 "Applicant" shall mean an individual who is the subject of a fitness determination by User Agency pursuant to a criminal record background check authorized by state or federal law.

1.3 "Approved employee" shall mean a User Agency employee that requires access to CHRI to make fitness determinations, and has signed an employee acknowledgement.

1.4 "CJIS" shall mean the Criminal Justice Information Services Division of the FBI.

1.5 "Criminal history record information" or "CHRI" shall mean any of the following:

- a. KSP and FBI rap sheets provided to User Agency pursuant to a criminal record background check authorized by state or federal law;
- b. Cover letters/documents attached to KSP and FBI rap sheets; and
- c. Information collected by criminal justice agencies on individuals consisting of identifiable descriptions and notations of arrests, detentions, indictments, informations, or other formal criminal charges, and any disposition arising therefrom, including acquittal, sentencing, correctional supervision, and release. The term does not include identification information such as fingerprint records if such information does not indicate the individual's involvement with the criminal justice system.

1.6 "Disclose" and "disclosure" shall mean the sale, lease, circulation, release, publication, distribution, dissemination, broadcast or other means of making CHRI known, or available, to any individual, entity, or group, other than KSP, FBI, and User Agency.

1.7 "Employee acknowledgement" shall mean a written statement signed by a User Agency employee, providing that he or she agrees to be subject to the duties and responsibilities required of User Agency by this Agreement.

1.8 "FBI" shall mean the Federal Bureau of Investigation.

1.9 "Fitness determination" shall mean a determination by User Agency of whether an applicant is eligible for employment, licensing, or to be approved as a foster or adoptive parent.

1.10 "Herein," "hereto," "hereof" and "hereunder" shall be deemed to refer to this Agreement generally, and not to any particular provision of the Agreement.

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1.11 "Include," "includes" and "including" shall be deemed to be followed by the phrase "but not necessarily limited to."

1.12 "System misuse" is the mishandling, misappropriation or exploitation, with or without financial remuneration, of CHRI, and shall include:

- a. access, disclosure, or use, without authorization;
- b. access, disclosure, or use, exceeding authorization;
- c. access, disclosure, or use, for an improper purpose; or
- d. access, disclosure, or use, for a purpose other than that authorized by this Agreement.

2. User Agency

2.1 User Agency shall not disclose CHRI.

2.2 User Agency hereby acknowledges that it has received a copy of, is familiar with, and shall comply with and be subject to, the contents of the CJIS Security Policy and CJIS Security Addendum (<https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>).

2.3 User Agency shall use adequate security for CHRI and maintain a security program consistent with federal and state laws, regulations, and standards, (including Title 28, Code of Federal Regulations, Part 20 and the CJIS Security Policy and Addendum in effect when the Agreement is executed), as well as policies and standards established by the CJIS Advisory Policy Board.

2.4 User Agency shall immediately report to the KSP CJIS Security Supervisor, Information Security Officer (ISO), (502) 227-8700, any system misuse, or breach of adequate security, and cooperate with any investigation of it.

2.5 User Agency agrees that KSP is not responsible for any fitness determinations, hiring, or other decisions made, or actions taken, by User Agency in reliance on CHRI.

2.6 User Agency shall use CHRI only for fitness determinations.

2.7 User Agency agrees that it shall not allow access to CHRI to anyone other than KSP, FBI, or an approved employee.

2.8 User Agency shall direct its employees to comply with the terms of this Agreement, as well as the contents of the CJIS Security Policy and CJIS Security Addendum.

2.9 User Agency agrees to retain employee acknowledgements during the term of this Agreement and provide copies of them to KSP upon request.

2.10 User Agency shall cooperate with any Law Information Network of Kentucky (LINK) and CJIS systems audit by KSP, or FBI. User Agency further agrees that KSP and its employees shall not be required to sign or otherwise agree to a confidentiality agreement, acceptable use agreement or any other agreement prior to conducting an audit.

2.11 Notwithstanding the provisions of this Agreement, User Agency may provide a copy of an applicant's KSP and FBI rap sheets to the applicant upon completion of the fitness determination. User Agency shall establish policies and procedures for an identity verification process to ensure they are providing the KSP and FBI rap sheets to the subject of the record. User Agency shall maintain a written or electronic record showing the information that was released to the applicant and the date of release.

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- 2.12 Prior to fingerprinting, User Agency shall provide to applicants:
- a. notice that their fingerprints will be used to check the criminal history records of KSP and FBI;
 - b. opportunity to complete, or challenge the accuracy of, the information contained in the FBI identification record within thirty (30) days;
 - c. notice of the procedures for changing, correcting, or updating a FBI identification record as set forth in Title 28, C.F.R., § 16.34; and
 - d. notice of the procedures for requesting a review, or challenge, of a KSP identification record as set forth in 502 KAR 30:070.
- 2.13 Except as otherwise provided in this Agreement, User Agency shall not disclose any CHRI other than stating that the denial of employment, licensing, or foster/adoptive parent application, is due to disqualifiers found during a criminal record background check.
- 2.14 User Agency shall promptly destroy an applicant's CHRI (including scanned images, photographs, copies or other reproductions) after his or her final fitness determination is completed. The destruction of CHRI shall be performed by User Agency or under its supervision. In lieu of destruction, User Agency may retain CHRI in accordance with the CJIS Security Policy and Addendum. User Agency agrees to ensure that its agency retention schedule is revised to accommodate this provision.
- 2.15 To the extent permitted by the laws of the Commonwealth of Kentucky, User Agency agrees that KSP shall not be liable in tort, contract, or otherwise, to User Agency or any other person for any damages or losses sustained, directly or indirectly, from use of CHRI.
- 2.16 Within thirty (30) days of the effective date of this Agreement, User Agency shall provide KSP with a copy of:
- a. its CHRI storage, sharing, and transmission methodology;
 - b. photographs, and diagrams, of the site where CHRI is stored, including the placement of any computers and servers; and
 - c. its network diagram showing the structure, layout, and data flow, of the computer network on which CHRI will be stored or transmitted.
- 3. Miscellaneous**
- 3.1 CHRI shall at all times remain the property of KSP, and no grant of any proprietary rights is hereby given or intended, including any express or implied license, other than the limited right of User Agency to use CHRI for fitness determinations.
- 3.2 User Agency shall not assign any portion of the work to be performed under this Agreement, execute any contract or amendment thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written concurrence of KSP.
- 3.3 The section headings in this Agreement are for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement. The section headings shall not be construed to limit or extend the meaning of this Agreement.
- 3.4 This Agreement constitutes the entire agreement and understanding between the parties and supersedes and replaces any and all prior or contemporaneous proposals, agreements, understandings, commitments or representations of any kind, whether written or oral, relating to the subject matter hereof or

Private Entity Criminal History Record Information User Agreement

the services to be performed hereunder. Both parties have read and agree to the specific language of this Agreement. Therefore, no conflict, ambiguity, or doubtful interpretation, shall be construed against the drafter.

3.5 Violation of this Agreement by User Agency or its employees may result in the immediate termination of access to CHRI. User Agency hereby acknowledges and agrees that disclosure of CHRI, or use of CHRI, in a manner inconsistent with this Agreement will cause irreparable damage, and in such event KSP shall have the right to equitable and injunctive relief, and to seek any other legal or equitable remedies available as a result of violation of the terms of this Agreement by User Agency or its employees, agents, or contractors.

3.6 This Agreement shall commence on the date of the last signature of the duly authorized representatives of KSP and User Agency and remain in effect until terminated by either party.

4. Justice and Public Safety Cabinet Terms and Conditions

4.1 User Agency shall comply with all applicable federal, state, and local laws. User Agency shall also comply with all applicable Commonwealth policies and procedures unless a specific exemption has been granted by the Commonwealth to the User Agency.

4.2 To the extent permitted by law, User Agency agrees to indemnify and hold harmless KSP and the Commonwealth against any and all claims, losses, demands, obligations, and litigation, including attorneys' fees, that result from or by: (1) fitness determinations, (2) the erroneous or negligent acts or omissions of User Agency, its officers, employees, contractors, or agents in the performance of this Agreement, (3) the disclosure of CHRI by User Agency in a manner not authorized by this Agreement, or by federal or Commonwealth law, and (4) any failure of User Agency, its officers, employees, contractors, or agents to observe federal, state, and local laws, including but not limited to labor laws and minimum wage laws.

4.3 User Agency, including any if its officers, employees, subcontractors, or agents, agree to comply with all applicable state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act, and to protect the security, confidentiality, and integrity of health information. The User Agency acknowledges and agrees that the Commonwealth shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief to enforce the requirements of this provision of this Agreement.

4.4 Vendors and other state agencies that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq. ("the Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set for in the Act.

- a. "Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one(1) or more of the following data elements:
 - i. An account, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account;
 - ii. A Social Security number;
 - iii. A taxpayer identification number that incorporates a Social Security number;
 - iv. A driver's license number, state identification card number, or other individual identification number issued by an agency;
 - v. A passport number or other identification number issued by the United States government; or
 - vi. Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec. 1232g.

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- b. As provided in KRS 61.931(5), a “non-affiliated third party” means “any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects, or maintains) personal information from the Commonwealth pursuant to the contract or agreement.”
 - c. The User Agency agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.
 - d. The User Agency shall notify as soon as possible, but not to exceed seventy-two (72) hours, the Commonwealth, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2) applies and the User Agency abides by the requirements set for in that exception. Notification shall be in writing on a form developed by the Commonwealth Office of Technology.
 - e. The User Agency agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.
 - f. Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the User Agency agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.
 - g. In accordance with KRS 61.932(2)(a), the User Agency shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology.
 - h. The parties acknowledge that CHRI, records, statistical information, and/or data provided by the Commonwealth to the User Agency are the property of the Commonwealth. In order for the Commonwealth to maintain control and integrity of its records, the User Agency agrees that any Freedom of Information Act request, Kentucky Open Records request, or other request seeking access to information or data provided by the Commonwealth will be reported to the Commonwealth, and if the requestor will agree to do so, the request will be forwarded to the Commonwealth. If the requestor will not agree to withdraw the request and instead submit it to the Commonwealth, then the Commonwealth shall direct the User Agency in answering the request.
- 4.5 The parties agree that they receive all information communicated between them before the execution of this Agreement in strict confidence and that the receiving party, its agents, or employees shall not, without prior written consent of the other party, disclose any such information, subject to Commonwealth of Kentucky and federal disclosure laws.
- 4.6 The User Agency shall not represent that a working copy, draft, or the finalized version of this Agreement is identical to a previous iteration of this Agreement if the User Agency has made edits since the last iteration. The User Agency shall clearly present all edits either through editing functions in word processing software or as a list provided contemporaneously with the most recently edited iteration.
- 4.7 During the term of this Agreement, User Agency shall be authorized in its sole discretion to discipline, terminate or take any other personnel action against User Agency personnel. Upon communication by Commonwealth of an issue with User Agency personnel, User Agency shall have the sole authority to take action to effect a solution.
- 4.8 At no point shall any User Agency personnel be considered an employee of the Justice and Public Safety Cabinet, for any purpose, including but not limited to unemployment, taxes, withholding, health insurance, liability, retirement, workers' compensation, vacation, sick or other leave, the Family Medical

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Leave Act, accrued benefits, evaluations, or any other purpose. At all times, any such individual shall be considered and deemed to be an employee of the User Agency.

4.9 Nothing in this Agreement shall be construed, in any way, as granting to any individual providing services under this Agreement any of the claims, privileges, or rights established or recognized under KRS Chapter 18A or KAR Title 101.

4.10 In no event shall any User Agency personnel be deemed to be a third-party beneficiary of this Agreement.

4.11 Pursuant to the Executive Branch Code of Ethics, Kentucky Revised Statutes Chapter 11A, and in order to avoid conflicts of interest more generally, dual-status personnel may not manage or administer this Agreement or any of its individual terms and conditions. Dual-status personnel is defined as any and all individuals who are employed by or receive a tangible benefit from the Commonwealth and the User Agency simultaneously.

4.12 Dual-status personnel shall be considered Commonwealth personnel and shall not be considered User Agency personnel for the purposes of this Agreement, except for the terms and conditions of this Agreement that apply to dual-status personnel by virtue of their dual status.

4.13 Each party shall provide a contact to resolve any and all issues related to this Agreement and promptly update the contact information as necessary.

4.14 All notices under this Agreement shall be given in writing. Electronic mail constitutes a writing. Notice by KSP of termination of this Agreement shall be provided in writing by the KSP Commissioner or his designee to User Agency. Notice by User Agency of termination of this Agreement shall be provided in writing by User Agency to the KSP Commissioner.

4.15 No change, waiver, or discharge of any liability or obligation under this Agreement on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

4.16 No party shall assign its respective rights or obligations under this Agreement without prior written consent of the other party. Any purported assignment or delegation in violation of this Agreement is void.

4.17 The terms and conditions of this Agreement may only be amended by mutual written consent of both parties.

4.18 This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

4.19 The parties agree that any claim, action, or lawsuit arising under this Agreement must be brought in Franklin Circuit Court in the Commonwealth of Kentucky.

4.20 If any term or provision or any part of this Agreement is declared invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law.

4.21 Either party may cancel this Agreement at any time for cause or may cancel without cause upon thirty (30) days written notice to the other party.

This agreement is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement and that they accept and consent to be bound

Private Entity Criminal History Record Information User Agreement

by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

Name and Title of User Agency's Representative (**Please Print**)

Signature of User Agency's Representative

Date of Signature

Signature of KSP Representative

Date of Signature

DPP-157
(R. 1/18)
922 KAR 1:490

COMMONWEALTH OF KENTUCKY
CABINET FOR HEALTH AND FAMILY SERVICES
Department for Community Based Services

Check One (DCBS Staff Only):
<input type="checkbox"/> Initial w/fingerprints
<input type="checkbox"/> Initial
<input type="checkbox"/> wo/fingerprints
<input type="checkbox"/> Annual
<input type="checkbox"/> Adoption only

**BACKGROUND CHECKS FOR APPLICANTS
OR FOSTER/ADOPTIVE PARENTS**

922 KAR 1:490 requires each applicant or foster or adoptive parent, and each adult household member to submit to a child abuse or neglect check, criminal records check, and sex offender registry check. 922 KAR 1:490 also requires that adolescent members of households (age 12 through 17) submit to a child abuse or neglect check. Checks should be completed prior to initial approval and annually thereafter. Please indicate if the check is initial or annual in the box above and check the appropriate category below.

- DCBS Foster/Adoptive Parent or Applicant
- Household member of DCBS Foster/Adoptive Parent or Applicant
- Child placing agency – Foster/Adoptive Parent or Applicant
- Child placing agency – Household member of Foster/Adoptive Parent or Applicant
- Respite Care Provider
- Out of State request

Personal information regarding the individual submitting a check.

Please list your addresses for the last five years. Use another sheet of paper, if necessary.

Name: _____
(first) (middle) (maiden/nickname) (last)

Sex: _____ Race: _____ Date of Birth: _____ Social Security Number: _____

Present Address:

(street address) (city) (state) (zip code)

Previous Address:

(street address) (city) (state) (zip code)

Previous Address:

(street address) (city) (state) (zip code)

Previous Address:

(street address) (city) (state) (zip code)

Use another sheet of paper, if necessary.

**BACKGROUND CHECKS FOR APPLICANTS
OR FOSTER/ADOPTIVE PARENTS**

Initial application requirements:

I hereby authorize the Cabinet for Health and Family Services to complete a check of the Kentucky Central Registry (child abuse or neglect), Criminal Records Check, and an address check of the Sexual Offender Registry and provide the results to the agency listed below. I further authorize the Cabinet for Health and Family Services to complete a fingerprint Criminal Records Check (adults only). Fingerprints submitted will be used to check the criminal history records of the Federal Bureau of Investigation (FBI). I understand I have the right to inspect my criminal history record and to request correction of any inaccurate information. If I do not exercise that right, I agree to hold harmless the Kentucky State Police and its employees from any claim for damages arising from the dissemination of inaccurate information. I also release the Cabinet for Health and Family Services, its officers, agents, and employees, from any liability or damages resulting from the release of this information.

Procedures for obtaining a copy of FBI criminal history record are set forth at 28 C.F.R. 16.30-16.33 or go to the FBI website at <http://www.fbi.gov/about-us/cjis/background-checks>. Procedures for obtaining a change, correction, or updating of an FBI criminal history records are set forth at 28 C.F.R. 16.34.

Annual application requirements:

I hereby authorize the Cabinet for Health and Family Services to complete a check of the Kentucky Central Registry (child abuse or neglect), Criminal Records Check, and an address check of the Sexual Offender Registry and provide the results to the agency listed below. I understand I have the right to inspect my criminal history record and to request correction of any inaccurate information. I also release the Cabinet for Health and Family Services, its officers, agents, and employees, from any liability or damages resulting from the release of this information.

The information provided is complete and true to the best of my knowledge. I understand if I give false information or do not report all of the information needed, I may be subject to prosecution for fraud.

Signature of the individual (or parent/guardian of household member age 12-17) requesting the check (date)*

Signature of witness (date)

FOR COMPLETION BY THE CHILD-PLACING AGENCY or CABINET STAFF

Name of child placing agency or DCBS office: _____

Name and title of representative: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Print Name: _____

(representative requesting information) (date)

Signature: _____

(representative requesting information) (date)

Send the completed form to: **Cabinet for Health and Family Services**

Department for Community Based Services

Records Management Section

275 E. Main St., 3E-G

Frankfort, KY 40621

Fax: (502) 564-9554

Email: CHFSDCBS.RMS@ky.gov

* Authorization provided by signature expires in 30 days

**BACKGROUND CHECKS FOR APPLICANTS
OR FOSTER/ADOPTIVE PARENTS**

Results of Child Abuse or Neglect Check

(Required of applicant and all household members age 12 and over, at initial and annual application or out-of-state requests)

- No reportable incident found in accordance with 922 KAR 1:490
- Substantiated child abuse found Date of finding: _____
- Substantiated child neglect found Date of finding: _____

The substantiated abuse or neglect finding relates to sexual abuse, sexual exploitation, a child fatality, near fatality, or involuntary termination of parental rights: Yes No

- A matter subject to administrative review found in accordance with 922 KAR 1:470

Results of Kentucky Criminal Records Check

(Required of applicant and all adult household members at initial and annual application)

- No reportable incident was found in accordance with 922 KAR 1:490.
- A reportable incident was found in accordance with 922 KAR 1:490.

Results of the address check of the Sexual Offender Registry

(Required of applicant and all adult household members at initial and annual application)

- Address was not matched to an address on the sex offender registry.
- Address was matched with an address associated with a registered sex offender.

Results of the Check of the Criminal History Records of FBI

(Required of applicant and all adult household members at application only)

- No reportable incident found in accordance with 922 KAR 1:490
- A reportable incident was found, and in accordance with 922 KAR 1:490, Section 2(4), the applicant shall not be approved.
- A reportable incident was found, and in accordance with 922 KAR 1:490, Section 6(2), approval shall be handled on a case-by-case basis with consideration given to the nature of the offense, length of time that has elapsed since the event, and the applicant's life experiences during the ensuing period of time. A criminal records check revealed that the applicant or adult member of the applicant's household has been convicted of a nonviolent felony or misdemeanor (alcohol/drug or other) in the state of _____.

Reviewed by: _____
Records Management Staff Personnel

Date of Check

**Process Flow of Adam Walsh Child Protection and Safety Background Check
Applicants or Foster/Adoptive Parents**

This process is NOT to be used for staff

See, "Fingerprint Card How to", "Security Awareness Training Request" & sample of "Fingerprint Card" with CCT 18-02

1. Have each required applicant complete the DPP-157 and sign it.
 - a. PCP staff review application to ensure it is completed thoroughly and signed
 - i. Regardless of what the text in the box at the upper right corner front page of the DPP-157 says, YOU NEED TO CHECK ONE of the boxes.
 - ii. Ensure that the correct box is checked near the top of the page but under the KAR bold text.
 - iii. PCP staff complete bottom of page 2, "For Completion by the Child Placing Agency or Cabinet Staff" to include printing and signing.



TIP: MAKE A COPY OF THE DPP-157 TO KEEP...JUST IN CASE

2. If applicant and/or current family members have resided outside of Kentucky within the past five years, the following is REQUIRED
 - a. PCP accesses the Kentucky Adam Walsh state information by using this link <http://chfs.ky.gov/dcbs/adamwalshforms.htm> and follows process requirements for each state that applicant has resided in within the past 5 years.



TIP: This can sometime delay results up to 90 days while waiting for individual state(s) to respond

3. Advise applicant to call and make an appointment with one of the DCBS Office fingerprint sites on the listing
 - a. Need an updated list, send e-mail request to gayle.learned@ky.gov or erika.bauford@ky.gov



TIP: USE DCBS OFFICE SITES – DO NOT USE CAREER CENTER SITES

4. Applicant goes to scheduled appointment for fingerprinting with the DPP-157 in hand.
5. Applicant secures fingerprint scan at pre-selected site.



TIP: WRITE BOOKING # FROM FINGERPRINT MACHINE ON FRONT OF DPP-157

6. Send the completed form to the address at the bottom of page 2 of the DPP-157
 - a. DCBS may be willing to mail, scan or fax it right after the fingerprinting. If not, then the applicant or PCP agency should mail it immediately.



TIP: Some site are not as willing as others to send the DPP-157. Bring an envelope with the address below included on it. Although DCBS can fax or scan it to Records Management, they may find it easier to put it in your envelope and mail.

*Cabinet for Health and Family Services
Department for Community Based Services
Records Management Section
275 E. Main St., 3E-G
Frankfort, KY 40621
FAX: (502) 564-9554
Email: CHFSDCBS.RMS@ky.gov*

7. The fingerprints are sent directly to Kentucky State Police (KSP) electronically from the scan machine.
8. Results from the criminal record and the background check are generally received within 30 days if no out of state background check is required.
 - a. Please **wait 30 days** before contacting Records Management regarding the status.
 - i. If, after 30 days the results remain pending, you may call Records Mgmt. at 502-564-3834
9. PCPs should refer to the documentation from the Criminal Identification and Records Branch, "AGENCY REQUIREMENTS FOR NONCRIMINAL JUSTICE APPLICANTS" as this will provide an overview of the requirements to assist in establishing and documenting the process/procedures your agency will utilize with regard to notice to the applicant, information provision and assurance that the Criminal History Record/Rap Sheet is handled in a manner that protects the applicant's privacy.
10. The PCP should designate specific individuals from each of their licensed locations allowed to handle the Criminal History Record Information/Rap Sheet. The number of individuals should be limited to a very few and only those individuals may have access.



TIP: See, "Fingerprint Card How to", "Security Awareness Training Request" and sample of "fingerprint card" attached to CCT 18-02.

11. When an approved agency staff member receives the CHRI/Rap Sheet, this document and any information contained within it is not to be shared with anyone. The specific contents of it are not to be documented within a home study or any other document. Information documented should be limited to "pass" or "did not pass" or something similar.
 - a. However, the private agency may provide a copy of the FBI Criminal History Record to the applicant for review provided the record was obtained based on positive fingerprint identification and that all dissemination guidelines from the *Private Entity Criminal History Record Information User Agreement* are followed.
 - b. Any questions regarding the Rap Sheets should be directed to KSP and NOT to DCBS Records Management. However, KSP can only answer questions about the information on the Rap Sheet if the individual has a copy of the Rap Sheet. KSP cannot release a copy of the Rap Sheet to the individual or answer the question of "What is on my rap sheet?" The phone number at KSP will be listed on the Rap Sheet.
12. Proper storage of all FBI Criminal History Records/Rap Sheets is extremely important or citations may be given. After the applicant's fitness determination is completed the CHRI is to be stored in a locked cabinet in a locked room where only approved individuals have access or destroyed. If stored, these are to be stored outside of any other documents and in accordance with the CJIS Security Policy and Addendum. <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>



TIP: See, "Fingerprint Card How to", "Security Awareness Training Request" and sample of "Fingerprint Card" attached to CCT 18-02



KENTUCKY STATE POLICE

Matthew G. Bevin
Governor

919 Versailles Road
Frankfort, Kentucky 40601
www.kentuckystatepolice.org

Richard W. Sanders
Commissioner

SECURITY AWARENESS TRAINING REQUEST

DATE _____

AGENCY NAME _____ ORI: _____

TELEPHONE: _____ FAX: _____

AGENCY CONTACT : _____
(Point of contact for adding and removing names from agency)

EMAIL ADDR: _____ @ _____

5.2 Policy Area 2: Security Awareness Training
Basic security awareness training shall be required within six months of initial assignment, and biennially thereafter, for all personnel who have access to Criminal Justice Information (CJI). (reference CJIS Security Policy)

NOTE: Blue Applicant Fingerprint Card Required CONVICTED FELON WILL NOT BE GRANTED ACCESS

NAME (shall include middle initial) <i>Example: Smith, John M</i>	DATE OF BIRTH mm/dd/yyyy	LAST FOUR SOCIAL	EMAIL ADDRESS (REQUIRED IF NO EMAIL THEN YOU WILL NEED ONE PRIOR TO REQUEST)	Prints

SIGNATURE OF AGENCY HEAD or DESIGNEE FOR AGENCY _____

Return Form To: KENTUCKY STATE POLICE
ATTN: ERIN OLIVER/ CJIS STAFF
1266 LOUISVILLE ROAD
FRANKFORT, KENTUCKY 40601

Questions Email Address: erin.oliver@ky.gov

Fingerprint Card How To for CHRI Access – Child Placing Agencies

All agencies to include private child placing providers must submit fingerprint cards and the applicable User Request form on any and all personnel who will have access to Criminal Justice Information (CJI).

The following information provides specific instructions to assist in navigating this process.

1. The PCP should designate specific individuals from each of their licensed locations allowed to handle the Criminal History Record Information/Rap Sheet. The number of designated individuals should be limited to a very few and only those individuals may have access.
2. Each designated individual handling CHRI must be fingerprinted and attend Security Awareness Training. The process for fingerprinting staff handling CHRI is different than the process for applicants and foster/adoptive parents and is detailed in the steps below.
3. The agency must use the 'Applicant' fingerprint cards. These cards are white with blue printing and the word APPLICANT is in the upper left-hand corner.
 - a. See sample attached to CCT 18-02
 - b. Applicants will complete the "top" portion of the applicant card with their personal information. This includes Full Name of applicant, Date of Birth, Social Security Number, Height, Weight, Hair Color, Eye Color, Race, and any other applicable information listed in the information blocks. This information is afforded privacy by the employees that complete these checks.
 - c. Cards must be legible. If the information on the card cannot be deciphered, the cards will be rejected. This could cause a delay in an employee obtaining necessary CJIS access.
 - d. Reason Fingerprinted field – "DCBS Security Awareness Training".
 - e. Applicant Fingerprint cards that are rejected should be reprinted, properly filled out in completion, and resubmitted. The resubmission should include the rejection for tracking purposes.
4. Each of the KSP Posts <http://www.kentuckystatepolice.org/post.html> conducts the fingerprinting and should have fingerprint cards available. Any other law enforcement office (Sheriff, local Police Depts., etc.) will do fingerprinting as well.
 - a. The employee will take a completed "applicant card" to any law enforcement office to have their fingerprints taken (with ink). There are no live scan sites in the state of KY for applicants of this nature. Applicants must take a picture ID with them to be fingerprinted.
 - b. The KSP Posts or any local agency will take the fingerprints and give the card right back to the individuals (with the fingerprints on it).
 - c. After being fingerprinted, the applicant will then return the completed fingerprint card to the designated individual at their PCP agency.
 - i. The agency must list each and every staff member that has been fingerprinted on the KSP Security Awareness Request Form. See form attached to CCT 18-02
 - ii. Each licensed site for your agency will utilize a separate Request Form listing only those employees at that site for whom they are seeking approval to handle the CHRI.
5. Due to the number of employees requiring approval during this initial roll-out, agencies should retain employee fingerprint cards until all identified employees have been fingerprinted. Once all are completed for a particular site, they can be mailed to the address listed on the KSP Security Awareness Training Form. Following KSP's receipt of this information, the PCP or the employee will be contacted with information on how to access the online training which will take approximately 1-2 hours to complete. *Any additional questions regarding Security Awareness Training can be directed to erin.oliver@ky.gov*

APPLICANT

LEAVE BLANK

TYPE OR PRINT ALL INFORMATION IN BLACK
LAST NAME NAM FIRST NAME _____ MIDDLE NAME _____

FBI

LEAVE BLANK

SIGNATURE OF PERSON FINGERPRINTED

ALIASES AKA

OR I

KYKSP0000
SPOL
FRANKFORT, KY

DATE OF BIRTH DOB
Month Day Year

RESIDENCE OF PERSON FINGERPRINTED

CITIZENSHIP CTZ

SEX RACE HGT WGT EYES HAIR

PLACE OF BIRTH POB

DATE SIGNATURE OF OFFICIAL TAKING FINGERPRINTS

YOUR NO OCA

LEAVE BLANK

EMPLOYER AND ADDRESS

FBI NO FBI

CLASS _____

ARMED FORCES NO MNU

REF _____

REASON FINGERPRINTED

SOCIAL SECURITY NO SOC

MISCELLANEOUS NO MNU

1 R. THUMB

2 R. INDEX

3 R. MIDDLE

4 R. RING

5 R. LITTLE

6 L. THUMB

7 L. INDEX

8 L. MIDDLE

9 L. RING

10 L. LITTLE

LEFT FOUR FINGERS TAKEN SIMULTANEOUSLY

L. THUMB

R. THUMB

RIGHT FOUR FINGERS TAKEN SIMULTANEOUSLY

