

**Sample Audit Checklist for the Security and Management Control
Outsourcing Standard for Non-Channeling**

#	QUESTION	YES	NO	N/A	STANDARD	COMMENT
6.0	Exemptions					
1.	<p>Tribal Gaming Regulatory Authority (TGRA) entities (Authorized Recipients¹) providing Contractors² with escorted³ access to CHRI^{4,5} are exempt from the requirements outlined in the Outsourcing Standard if one of the following situations exist:</p> <ul style="list-style-type: none"> The TGRA (Authorized Recipient) controls the Contractor's physical access⁶ to CHRI by authenticating Contractor staff before authorizing escorted access to the CHRI or the physically secure location⁷ where CHRI is stored or processed. <p>The Authorized Recipient must escort Contractor staff at all times and monitor the Contractor's activity. The use of cameras or other electronic means used to monitor a physically secure location does not constitute an escort⁸.</p>	_____	_____		OS ¹⁰ 6.01	
<p>¹ Authorized Recipient means (1) a nongovernmental entity authorized by federal statute or federal executive order to receive CHRI for noncriminal justice purposes, or (2) a government agency authorized by federal statute, federal executive order, or state statute which has been approved by the U.S. Attorney General to receive CHRI for noncriminal justice purposes. <i>See</i> National Crime Prevention and Privacy Compact Council, <i>Security and Management Control Outsourcing Standard for Non-Channeling</i>, § 1, 1.02 (Nov. 7, 2024) (hereinafter Outsourcing Standard).</p> <p>² Contractor means a government agency, a private business, non-profit organization or individual, that is not itself an Authorized Recipient with respect to the particular noncriminal justice purpose, who has entered into an outsourcing agreement with an Authorized Recipient to perform noncriminal justice administrative functions requiring access to CHRI. The term Contractor also includes a subcontractor(s) that has contracted with a Contractor and supports the outsourced noncriminal justice administrative functions being performed by the Contractor on behalf of the Authorized Recipient. <i>Id.</i> § 1, 1.13.</p> <p>³ Escort — Authorized personnel who accompany a visitor at all times while within a physically secure location to ensure the protection and integrity of the physically secure location and any Criminal Justice Information therein. The use of cameras or other electronic means used to monitor a physically secure location does not constitute an escort. <i>See</i> U.S. Department of Justice (DOJ), Federal Bureau of Investigation (FBI), Criminal Justice Information Services Division, <i>Criminal Justice Information (CJIS) Security Policy</i>, Version 6.0 (Dec. 27, 2024), Appendix A (hereinafter CJISSECPOL).</p> <p>⁴ Access to CHRI means to view or make use of CHRI obtained from the III System but excludes direct access to the III System. <i>See</i> Outsourcing Standard, § 1, 1.01.</p> <p>⁵ CHRI, as referred to in Article I(4) of the Compact, means information collected by criminal justice agencies on individuals consisting of identifiable descriptions and notations of arrests, detentions, indictments, or other formal criminal charges, and any disposition arising therefrom, including acquittal, sentencing, correctional supervision, or release; but does not include identification information such as fingerprint records if such information does not indicate involvement of the individual with the criminal justice system. <i>Id.</i> § 1, 1.06.</p> <p>⁶ Physical Access — The physical ability, right or privilege to view, modify or make use of Criminal Justice Information (CJI) by means of physical presence within the proximity of computers and network devices (e.g., the ability to insert a boot disk or other device into the system, make a physical connection with electronic equipment, etc.). <i>See</i> CJISSECPOL, Appendix A.</p> <p>⁷ Physically Secure Location, for the purposes of this Outsourcing Standard, means a facility or an area, a room, or a group of rooms, within a facility with both the physical and personnel security controls sufficient to protect CHRI and associated information systems. <i>See</i> Outsourcing Standard, § 1, 1.21.</p> <p>⁸ <i>See</i> note 3, <i>supra</i>.</p> <p>¹⁰ OS signifies Outsourcing Standard.</p>						

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#	QUESTION	YES	NO	N/A	STANDARD	COMMENT
	<ul style="list-style-type: none"> The TGRA (Authorized Recipient) permits the Contractor remote access for privileged functions only for compelling operational needs, documenting the technical and administrative process for enabling remote access for privileged functions in the security plan for the information system. <p>The TGRA (Authorized Recipient) must virtually escort⁹ Contractor staff performing remote access for privileged functions.</p> <p>Virtual escorting of privileged functions is permitted only when all conditions in CJISSECPOL, Maintenance (MA) control MA-4 Nonlocal Maintenance are met.</p> <p>Refer to Sample Audit Checklist MA for MA-4 requirements.</p> <p>If YES to either situation, STOP HERE. The access to CHRI is exempt from the requirements outlined in the Outsourcing Standard.</p>	_____	_____		OS 6.01	

⁹ Virtual Escort — Authorized personnel who actively monitor a remote maintenance session on Criminal Justice Information (CJI)-processing systems. The escort must have the ability to end the session at any time deemed necessary to ensure the protection and integrity of CJI at all times. *See* CJISSECPOL, Appendix A.

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2.	Does the TGRA (Authorized Recipient's) outsourcing agreement meet all seven (7) conditions identified at OS 6.02?	_____	_____		OS 6.02	
	The conditions identified in OS 6.02 are:					
1.	Access to CHRI by the Contractor is limited solely for the purposes of: (A) storage of the CHRI at the Contractor's facility; (B) retrieval of the CHRI by Contractor personnel on behalf of the Authorized Recipient with appropriate security measures in place to protect the CHRI; and/or (C) destruction of the CHRI by Contractor personnel when not observed by the Authorized Recipient.	_____	_____	_____	OS 6.02, 1	
2.	Access to CHRI is incidental, but necessary, to the duties being performed by the Contractor.	_____	_____	_____	OS 6.02, 2	
3.	The Contractor is not authorized to disseminate CHRI to any other agency or contractor on behalf of the Authorized Recipient NOT APPLICABLE (N/A) ¹¹ .	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	OS 6.02, 3	
4.	The Contractor's personnel are subject to the same criminal history record checks as the Authorized Recipient's personnel.	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	OS 6.02, 4	
5.	The criminal history record checks of the Contractor personnel are completed prior to work on the outsourcing agreement.	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	OS 6.02, 5	
6.	The Authorized Recipient retains all other duties and responsibilities for the performance of its authorized noncriminal justice administrative functions, unless it executes a separate outsourcing agreement to perform such noncriminal justice administrative functions, subject to all applicable requirements, including the Outsourcing Standard.	_____	_____	_____	OS 6.02, 6	
7.	The Contractor stores the CHRI in a physically secure location.	_____	_____	_____	OS 6.02, 7	

If YES, continue and complete the questions with references to OS 6.02 in this sample audit checklist.

If NO, complete question #3 to further identify applicable outsourcing standards.

¹¹ These conditions are not applicable for tribes with a CHRI Memorandum of Understanding (MOU) with the NIGC. The limited noncriminal justice purposes authorized by the FBI for purposes of the NIGC CHRI MOU do not allow for dissemination of CHRI to other agencies or Contractors, or for Contractor's criminal history checks.

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#	QUESTION	YES	NO	N/A	STANDARD	COMMENT
3.	Does the TGRA's (Authorized Recipient's) outsourcing agreement meet all eight (8) conditions identified at OS 6.03? The conditions identified in OS 6.03 are:	_____	_____		OS 6.03	
1.	Contractor personnel have access to CHRI while performing the duties covered by the outsourcing agreement, whether essential or incidental to the duties being performed.	_____	_____	_____	OS 6.03, 1	
2.	The Authorized Recipient maintains complete control of the contractor's access to CHRI.	_____	_____	_____	OS 6.03, 2	
3.	All functions requiring access to CHRI are performed within the Authorized Recipient's facility or pursuant to a remote work agreement with the Authorized Recipient and only using Authorized Recipient issued equipment that is compliant with the CJISSECPOL requirements.	_____	_____	_____	OS 6.03, 3	
4.	The Authorized Recipient's personnel directly supervise the contractor personnel.	_____	_____	_____	OS 6.03, 4	
5.	The Authorized Recipient retains all other duties and responsibilities for the performance of its authorized noncriminal justice administrative functions, unless it executes a separate outsourcing agreement to perform such noncriminal justice administrative functions, subject to all applicable requirements, including this Outsourcing Standard for Non-Channeling.	_____	_____	_____	OS 6.03, 5	
6.	The Authorized Recipient provides security and privacy literacy training annually to contractor personnel in accordance with the CJISSECPOL.	_____	_____	_____	OS 6.03, 6	
7.	The Authorized Recipient has procedures that ensure contractor personnel performing work under the outsourcing agreement is aware of the requirements of the Outsourcing Standard. These procedures include:					
a.	Prior to performing work under the outsourcing agreement, contractor personnel shall provide written certification that he/she understands the Outsourcing Standard for Non-Channeling requirements and laws that apply to his/her responsibilities.	_____	_____	_____	OS 6.03, 7.a	

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	b. Contractor personnel certification must be retained in a file subject to review during audits.	_____	_____	_____	OS 6.03, 7.b	
8.	The Authorized Recipient has a written policy in accordance with the CJISSECPOL regarding the suspension/termination of access to CHRI and potential reinstatement of access to CHRI for contractor personnel that violate security provisions.	_____	_____	_____	OS 6.03, 8	
	If YES, continue and complete the questions with references to OS 6.03 in this sample audit checklist.					
	If NO to questions #2 and #3, continue and complete ALL questions in this sample audit checklist					
2.0	Responsibilities of the Authorized Recipient					
4.	Prior to engaging in outsourcing any noncriminal justice administrative functions ¹² with a Contractor, did the TGRA (Authorized Recipient) request and receive written permission from the FBI Compact Officer?	_____	_____	_____	OS 2.01 OS 6.02, OS 6.03	
	The written request must include the Authorized Recipient's specific statutory authority for access to CHRI.					
5.	Did the TGRA execute an outsourcing agreement prior to providing a Contractor access to CHRI?	_____	_____	_____	OS 2.02(a) OS 6.02, OS 6.03	
6.	Did outsourcing agreement incorporate by reference the Outsourcing Standard and the Criminal Justice Information Services Security Policy (CJISSECPOL) ¹³ ?	_____	_____	_____	OS 2.02(a) OS 6.02, OS 6.03	

¹² Noncriminal Justice Administrative Functions, for the purposes of this Outsourcing Standard, means the routine noncriminal justice administrative functions relating to the processing of CHRI, to include but not limited to the following: 1. Making fitness determinations/recommendations, 2. Obtaining missing dispositions, 3. Disseminating CHRI as authorized by Federal statute, Federal Executive Order, or State statute approved by the United States Attorney General, 4. Other authorized activities relating to the general handling, use, and storage of CHRI. See Outsourcing Standard, § 1, 1.16.

¹³ CJISSECPOL means the most current FBI-published document that provides Criminal Justice Agencies and Noncriminal Justice Agencies with a minimum set of security requirements for access to FBI CJIS Division systems and information and to protect and safeguard Criminal Justice Information (CJI). This minimum standard of security requirements ensures continuity of information protection. The essential premise of the CJISSECPOL is to provide the appropriate controls to protect CJI, from creation through destruction, whether at rest or in transit. *Id.* § 1.08.

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#	QUESTION	YES	NO	N/A	STANDARD	COMMENT
7.	<p>If a Contractor requests to subcontract noncriminal justice administrative functions requiring access to CHRI, did the TGRA (Authorized Recipient) receive outsourcing approval from the FBI Compact Officer for the subcontractor prior to the subcontractor performing the noncriminal justice administrative functions?</p> <p>The outsourcing agreement must not be entered into until outsourcing approval is granted.</p>	_____	_____	_____	OS 2.02(b) OS 6.02, OS 6.03	
8.	<p>Following outsourcing approval by the FBI Compact Office, did the outsourcing agreement between the Contractor and the subcontractor:</p> <p>i. Incorporate by reference this Outsourcing Standard (2.02(b)(i)) and the CJISSECPOL?</p> <p>ii. Authorize continuing access to the physical or logical space by the Contractor, the Authorized Recipient (TGRA), the NIGC, FBI Compact Officer, and the FBI?</p> <p>iii. Ensure controlled access to the physical or logical space limited to subcontractor employees?</p> <p>iv. Require the same level of physical and data/information security required of the space and system currently maintained by the Contractor?</p> <p>v. Authorize the same level of auditing, oversight, and compliance required of Contractor under the current Outsourcing Standard and CJISSECPOL?</p> <p>Upon request, the TGRA (Authorized Recipient) must provide the NIGC, FBI Compact Officer, or the FBI with all portions of the outsourcing agreement between the Contractor and subcontractor that relate to CHRI.</p>	_____	_____	_____	OS 2.02(b)(i) OS 6.02, OS 6.03 OS 2.02(b)(ii) OS 6.02, OS 6.03 OS 2.02(b)(iii) OS 6.02, OS 6.03 OS 2.02(b)(iv) OS 6.02, OS 6.03 OS 2.02(b)(v) OS 6.02, OS 6.03	

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#	QUESTION	YES	NO	N/A	STANDARD	COMMENT
9.	Did the TGRA (Authorized Recipient) ensure the most updated version of the Outsourcing Standard and the CJISSECPOL was incorporated by reference at the time of outsourcing agreement, outsourcing agreement renewal, or within the 60-day notification period of updates to the Outsourcing Standard and the CJISSECPOL, whichever is sooner?	_____	_____	_____	OS 2.03 OS 6.02, OS 6.03	
10.	Did the TGRA (Authorized Recipient) in those instances when the Contractor is to perform duties requiring access to CHRI:					
a.	Specify the terms and conditions of such access?	_____	_____	_____	OS 2.04(a) OS 6.02, OS 6.03	
b.	Limit the use of such information to the purposes for which it is provided?	_____	_____	_____	OS 2.04(b) OS 6.02, OS 6.03	
c.	Limit retention of the information to a period of time not to exceed that period of time the Authorized Recipient is permitted to retain such information?	_____	_____	_____	OS 2.04(c) OS 6.02, OS 6.03	
d.	Prohibit dissemination of the information except as specifically authorized by federal and state laws, regulations, and standards as well as with rules, procedures, and standards established by the Compact Council and the U.S. Attorney General?	_____	_____	_____	OS 2.04(d), OS 6.02, OS 6.03	
e.	Ensure the security and confidentiality of CHRI?	_____	_____	_____	OS 2.04(e), OS 6.02, OS 6.03	
f.	Provide for audits and sanctions?	_____	_____	_____	OS 2.04(f), OS 6.02, OS 6.03	
g.	Provide conditions for termination of the outsourcing agreement?	_____	_____	_____	OS 2.04(g), OS 6.02, OS 6.03	
11.	Does the TGRA (Authorized Recipient) know and understand how CHRI is processed, transmitted, and stored by the Contractor because of its outsourcing relationship with the TGRA (Authorized Recipient)?	_____	_____	_____	OS 2.06 OS 6.02	

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12.	<p>Did the TGRA (Authorized Recipient) request and approve a network diagram of the Contractor's network configuration as it relates to the outsourced function(s)?</p> <p>The TGRA (Authorized Recipient) shall understand and approve any modifications to the Contractor's network configuration as it relates to the outsourced function(s).</p>	_____	_____	_____	OS 2.07	
13.	<p>Did the TGRA (Authorized Recipient) provide written notice of any early voluntary termination of the outsourcing agreement with the Contractor to the FBI Compact Officer?</p>	_____	_____	_____	OS 2.08 OS 6.02, OS 6.03	
14.	<p>Did the TGRA (Authorized Recipient) appoint an Authorized Recipient Security Officer¹⁴ (ARSO)?</p> <p>The Local Agency Security Officer (LASO) can serve as the ARSO.</p> <p>Within thirty (30) calendar days of the initial outsourcing approval, did the TGRA (Authorized Recipient) notify the FBI Compact Officer of the appointment and provide contact information for the ARSO?</p> <p>The TGRA (Authorized Recipient) must also notify the FBI Compact Officer within thirty (30) calendar days when this individual changes.</p>	_____	_____	_____	OS 2.09 OS 2.09 OS 5.08 ¹⁵	

¹⁴ Authorized Recipient Security Officer (ARSO) means the individual appointed by the Authorized Recipient to coordinate and oversee Information Security by ensuring that the Contractor is adhering to the CJISSECPOL and Outsourcing Standard, verifying the completion of annual Awareness and Training Program, and communicating with the FBI CJIS Division on matters relating to Information Security. The ARSO must be an employee of the Authorized Recipient, and the ARSO role cannot be outsourced. *See* Outsourcing Standard, § 1, 1.04.

¹⁵ In lieu of First-Class Mail, notice can be made by email to FBI Compact Officer Chasity Anderson at csanderson@fbi.gov.

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#	QUESTION	YES	NO	N/A	STANDARD	COMMENT
15.	<p>Has the TGRA (Authorized Recipient) developed and maintained a written incident reporting plan for security events to include violations and incidents?</p> <p>The written incident reporting plan must include information regarding the procedures for discovering, investigating, documenting, and reporting on major incidents that significantly endanger the security or integrity of the noncriminal justice agency systems to the FBI Compact Officer, FBI CJIS Division Information Security and the NIGC CJIS Information Systems Officer (iso@nigc.gov).</p> <p>Please refer to the Sample Audit Checklist Incident Response (IR) for related requirements.</p>	_____	_____	_____	OS 2.11 OS 6.02, OS 6.03	
16.	<p>Has the TGRA (Authorized Recipient) implemented written processes to notify the FBI Compact Officer and FBI CJIS Information Security Officer of any Personally Identifiable Information (PII) breach¹⁶ or security violation¹⁷ within one (1) hour of notice from the Contractor?</p> <p>Has the TGRA (Authorized Recipient) implemented written processes to provide a written report of any PII breach or security violation within five (5) calendar days of receipt of the initial notification from the Contractor?</p> <p>The written report must detail the corrective actions taken by the Authorized Recipient and, if necessary, the Contractor to resolve the issue; the applicable Contractor's name; a summary of the violation; the date and time of the violation; whether the violation was intentional; and the number of times the violation occurred.</p>	_____	_____	_____	OS 2.12 OS 5.08 ¹⁸ OS 6.02, OS 6.03	
		_____	_____	_____	OS 2.12 OS 5.08 ¹⁹ OS 6.02, OS 6.03	

¹⁶ PII Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access or any similar term referring to situations where persons other than the authorized users, and for other than authorized purposes, have access or potential access to PII, whether physical or electronic. *See* Outsourcing Standard, § 1, 1.22.

¹⁷ Security Violation means the failure to prevent or failure to institute safeguards to prevent access, use, retention, or dissemination of CHRI in violation of: (A) Federal or state law, regulation, or Executive Order; or (B) a rule, procedure, or standard established by the Compact Council and the U.S. Attorney General; or (C) the CJISSECPOL. *Id.* 1.24.

¹⁸ In lieu of First-Class Mail, notice can be made by email to the FBI Information Security Officer at iso@fbi.gov. See the "Security Incident Form" under "Sample Forms" at [NIGC CJIS Resource Materials](#).

¹⁹ *Id.*

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#	QUESTION	YES	NO	N/A	STANDARD	COMMENT
17.	Based on the discretionary judgement allowed in Outsourcing Standard 2.13, has the TGRA (Authorized Recipient) implemented written processes to initiate a termination of its outsourcing agreement with the Contractor due to any of the following:					
	a. The Contractor commits a PII breach or security violation involving access to CHRI obtained pursuant to the outsourcing agreement?	_____	_____	_____	OS 2.13(a) OS 6.02, OS 6.03	
	b. The Contractor fails to notify the Authorized Recipient of a PII breach or security violation or to provide a written report of a violation?	_____	_____	_____	OS 2.13(b) OS 6.02	
	c. The Contractor refuses to, or is incapable of, taking corrective actions to successfully resolve a PII breach or security violation?	_____	_____	_____	OS 2.13(c) OS 6.02	
18.	Has the TGRA (Authorized Recipient) developed and maintained a written policy for discipline of Contractor employees who violate the security provisions of the outsourcing agreement, which includes this Outsourcing Standard that is incorporated by reference?	_____	_____	_____	OS 2.15 OS 6.02, OS 6.03	
19.	Did the TGRA (Authorized Recipient) certify to the FBI Compact Officer ²⁰ that an audit was conducted with the Contractor within ninety (90) days of the date the Contractor first received CHRI under the approved outsourcing agreement?	_____	_____	_____	OS 2.17	
	An Authorized Recipient's outsourcing agreement need not include the OS 2.17 requirement when all the conditions are met in OS 6.02(1) through (7) or OS 6.03(1) through (8).					
	The Authorized Recipient is responsible for the actions of the Contractor and shall monitor the Contractor's compliance to the terms and conditions of the Outsourcing Standard.				OS 2.17	
	The TGRA (Authorized Recipient) has the option to establish Contractor site security requirements that are more stringent than those set by the CJIS APB, as defined in the CJISSECPOL.				OS 2.18	

²⁰ In lieu of First-Class Mail, notice can be made by email to FBI Compact Officer Chasity Anderson at csanderson@fbi.gov.

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20.	Does the TGRA (Authorized Recipient) have written processes notifying authorized individuals of their right to report PII breaches directly to the FBI should they believe their information has been mishandled or compromised?	_____	_____	_____	OS 2.19 OS 6.03	
3.0	Responsibilities of the Contractor					
21.	Based on inquiry and record examination, does the Contractor ensure each employee performing work under the outsourcing agreement is aware of the requirements of the Outsourcing Standard and the state and federal laws governing the security and integrity of CHRI?	_____	_____	_____	OS 3.04 OS 6.02	
	The Contractor shall confirm in writing that each employee has certified in writing that he/she understands the Outsourcing Standard requirements and laws that apply to his/her responsibilities.					
	The Contractor shall maintain the employee certifications in a file that is subject to review during audits. Employees shall make such certification prior to performing work under the outsourcing agreement.					

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22.	<p>Based on inquiry and record examination, has the Contractor developed, documented, administered, and maintained a Security Program (Physical, Personnel, and Information Technology) to comply with the most current Outsourcing Standard and CJISSECPOL?</p> <p>The Security Program shall describe the implementation of the security requirements outlined in this Outsourcing Standard and the CJISSECPOL.</p> <p>In addition, the Contractor is also responsible to maintain and enforce the standards for the selection, supervision, and separation of personnel who have access to CHRI.</p> <p>If the Contractor is using a corporate policy, it must meet the requirements outlined in this Outsourcing Standard and the CJISSECPOL. If the corporate policy is not this specific, documentation must be established to support these requirements.</p> <p>The Contractor's Security Program must be approved in writing by the TGRA (the Authorized Recipient).</p>	_____	_____	_____	OS 3.05	
23.	<p>Based on inquiry and record examination, did Contractor's Security Program comply with the CJISSECPOL in effect at the time the Outsourcing Standard was incorporated into the Contractor-Authorized Recipient outsourcing agreement, and with successor versions of the CJISSECPOL?</p>	_____	_____	_____	OS 3.06	

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24.	Based on the discretionary judgement allowed in Outsourcing Standard 3.07, does the Contractor's Security Program include, at a minimum:					
	a. Description of the implementation of the security requirements described in the Outsourcing Standard and the CJISSECPOL?	_____	_____	_____	OS 3.07(a)	
	b. Awareness and Training Program?	_____	_____	_____	OS 3.07(b)	
	c. Guidelines for documentation of security violations to include:					
	i. Development and maintenance of a written incident reporting plan to address security events, to include violations and incidents? (See the CJISSECPOL)	_____	_____	_____	OS 3.07(c)(i)	
	ii. A process in place for reporting security violations?	_____	_____	_____	OS 3.07(c)(ii)	
	d. Standards for the selection, supervision, and separation of personnel with access to CHRI?	_____	_____	_____	OS 3.07(d)	
25.	Based on inquiry and record examination, has the Contractor developed an Awareness and Training Program ²¹ in accordance with the CJISSECPOL?	_____	_____	_____	OS 3.09	
	All Contractor personnel with access to CHRI shall complete the training prior to their appointment/assignment.					
26.	Based on inquiry and record examination, has the Contractor's Awareness and Training Program been approved in writing by the TGRA (Authorized Recipient)?	_____	_____	_____	OS 3.09	
	The Contractor shall also provide training to all personnel with access to CHRI upon receipt of notice from the FBI Compact Officer on any changes to federal and state laws, regulations, and standards as well as with rules, procedures, and standards established by the Compact Council and the U.S. Attorney General.					

²¹ Except when the Authorized Recipient retains the training requirement.

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27.	Based on inquiry and record examination, does the Contractor administer annual refresher training to all Contractor personnel with access to CHRI? The Contractor shall annually, no later than the anniversary date of the outsourcing agreement, certify in writing to the TGRA (the Authorized Recipient) that annual refresher training was completed for those Contractor personnel with access to CHRI.	_____	_____	_____	OS 3.09	
28.	Based on inquiry and record examination, does the Contractor maintain updated records of employees who have access to CHRI, update those records within twenty-four (24) hours when changes to employee access occurs, and notify the TGRA (the Authorized Recipient) via an agreed upon method within one (1)-business day of any changes to employee access?	_____	_____	_____	OS 3.10 OS 6.02	
29.	Based on inquiry and record examination, does the Contractor protect against any unauthorized person(s) having the ability to access CHRI? In no event shall responses containing CHRI be disseminated other than as governed by the Outsourcing Standard or more stringent outsourcing agreement requirements.	_____	_____	_____	OS 3.11 OS 6.02	
30.	Based on inquiry and review of business processes, does the Contractor maintain CHRI only for the period of time necessary to fulfill its contractual obligations but not to exceed the period of time that the TGRA (the Authorized Recipient) is authorized to maintain and does maintain the CHRI?	_____	_____	_____	OS 3.13 OS 6.02	
31.	Based on inquiry and record examination, does the Contractor prohibit dissemination of CHRI, unless explicitly directed to do so by the TGRA (the Authorized Recipient), and as specifically authorized by federal and state laws, regulations, and standards as well as with rules, procedures, and standards established by the Compact Council and the U.S. Attorney General?	_____	_____	_____	OS 3.14	

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32.	Based on record examination, does the Contractor maintain a log of any dissemination of CHRI, for a minimum of one year? This log must clearly identify:	_____	_____	_____	OS 3.15	
	a. The Authorized Recipient?	_____	_____	_____	OS 3.15(a)	
	b. The Transaction Control Number (TCN)?	_____	_____	_____	OS 3.15(b)	
	c. The date of dissemination?	_____	_____	_____	OS 3.15(c)	
	d. The statutory authority for access to CHRI?	_____	_____	_____	OS 3.15(d)	
	e. The means of dissemination?	_____	_____	_____	OS 3.15(e)	
33.	Based on inquiry and record examination, is the Contractor protecting all PII in its possession and control pursuant to the approved outsourcing agreement with the TGRA (the Authorized Recipient)?	_____	_____	_____	OS 3.16 OS 6.02	
34.	Based on inquiry and record examination, does the Contractor, in accordance with the TGRA's (the Authorized Recipient's) written policy, discipline Contractor employees who violate the security provisions of the outsourcing agreement (this includes the Outsourcing Standard that is incorporated into the agreement by reference)?	_____	_____	_____	OS 3.17 OS 6.02	
35.	Based on inquiry, does the Contractor ensure compliance with the Authorized Recipient's (TGRA's) written policy regarding the suspension/termination of access to CHRI and potential reinstatement of access to CHRI for contractor personnel that violate security provisions?	_____	_____	_____	OS 3.18 OS 6.02	

**Sample Audit Checklist for the Security and Management Control
Outsourcing Standard for Non-Channeling**

#	QUESTION	YES	NO	N/A	STANDARD	COMMENT
36.	Based on inquiry and record examination, has the Contractor implemented processes to notify the TGRA (the Authorized Recipient), the FBI Compact Officer ²² and the FBI ISO ²³ of any PII breach or security violation to include unauthorized access to CHRI within one hour of discovery?	_____	_____	_____	OS 3.19 OS 6.02	
	Based on inquiry and record examination, has the Contractor implemented processes to provide, within five (5) business days of discovery, the TGRA (the Authorized Recipient), FBI the Compact Officer ²⁴ and the FBI ISO ²⁵ with a written report of any PII breach or security violation?	_____	_____	_____	OS 3.19 OS 6.02	
	The written report must detail the corrective actions taken by the Contractor to resolve the issue; a summary of the violation, whether the violation was intentional; and the number of times the violation occurred.					

²² In lieu of First-Class Mail, notice can be made by email to FBI Compact Officer Chasity Anderson at csanderson@fbi.gov.

²³ In lieu of First-Class Mail, notice can be made by email to the FBI Information Security Officer at iso@fbi.gov. See "Security Incident Form" under "Sample Forms" at [NIGC CJIS Resource Materials](#).

²⁴ *Id.*

²⁵ *Id.*

***Sample Audit Checklist for the Security and Management Control
Outsourcing Standard for Non-Channeling***

#	QUESTION	YES	NO	N/A	STANDARD	COMMENT
Ninety (90)-day Audit Certification						
37.	<p>The TGRA is responsible for the actions of the Contractor and shall monitor the Contractor's compliance to the terms and conditions of the Outsourcing Standard.</p> <p>Has the Contractor complied with the terms and conditions of the Outsourcing Standard as documented on this sample audit checklist?</p> <p>The TGRA must certify to the FBI Compact Officer that an audit was conducted with the Contractor within ninety (90)-days of the date the Contractor first receives CHRI under the approved outsourcing agreement.</p>	_____	_____	_____	OS 2.17	
38.	<p>Based on the certification made in the preceding question, the undersigned certifies this audit was conducted with the Contractor within 90 days of the date the Contractor first received CHRI.</p> <p>As noted above, the FBI Compact Officer must be notified of the TGRA's audit along with a certification that it occurred within the above-required timeframe.</p> <p>_____</p> <p>TGRA Authorized Official – Printed/Signature</p> <p>Date _____</p> <p>_____</p> <p>Contractor Authorized Official - Printed/Signature</p> <p>Date _____</p>	_____	_____	_____	OS 2.17 OS 5.08 ²⁶	

²⁶ In lieu of First-Class Mail, notice can be made by email to FBI Compact Officer Chasity Anderson at csanderson@fbi.gov.