



**STATE OF ILLINOIS
ILLINOIS STATE POLICE
ADAM WALSH CHILD PROTECTION ACT USER AGREEMENT BETWEEN
THE ILLINOIS STATE POLICE
AND**

The Illinois State Police (hereinafter “ISP”) acting as the state central repository for Criminal History Record Information (hereinafter “CHRI”) and the User, hereby agree to the following terms, provisions, and conditions:

I. Purpose:

- (1) ISP, in its capacity as the state central repository, has the authority to provide CHRI, pursuant to the applicable Illinois Compiled Statute, Adam Walsh Child Protection and Safety Act (Public Law 109-248), Title 28, of the Code of Federal Regulations, and be paid for its expenses. This Interagency Agreement (hereinafter “Agreement”) establishes the terms of the relationship.

II. Effective Date:

- (1) This agreement will commence upon execution of the signature of the Director of the Illinois State Police and continues unless canceled by either party upon thirty (30) days written notice.

III. Services the ISP agrees to provide to User:

- (1) Fingerprint-based Criminal History Record Information authorized by law to be released.

IV. Duties of User:

User agrees to undertake and perform the following duties:

- (1) User shall fee applicant fingerprint inquires electronically, via live scan, for processing by ISP through its files. Manual fee applicant cards (IL 493-0696) will only be accepted in instances where live scan transmissions cannot be used.
- (2) User shall submit FBI fee applicant fingerprint inquires for submission to the Federal Bureau of Identification’s Criminal Justice Information Services (CJIS) Division through the ISP.
- (3) User shall be responsible for ensuring all demographic data contained on the fee

applicant fingerprint inquiry is complete and that the fingerprint image data is legible and of sufficient quality for processing. User shall also ensure that the inquiry contains the correct assigned ORI number and purpose code.

- (4) User shall cooperate with and make its records available to ISP/FBI for the purpose of conducting periodic audits to ensure User's compliance with all laws, rules, and regulations regarding the use, security and dissemination of CHRI responses provided by the ISP/FBI to User.
- (5) User shall keep such records as ISP/FBI may direct in order to facilitate such audits. At a minimum, User shall log all dissemination of ISP/FBI CHRI received from ISP/FBI. This log must include the identities of persons or agencies to whom the information is released, the name of the requestor, the authority of the requestor, the purpose of the request, the identity of the individual to whom the information relates, and the date of the dissemination. Such log shall be retained for a period of three (3) years.
- (6) Records obtained under the authority of the Adam Walsh Act must be used solely for the purpose requested and cannot be disseminated outside the receiving departments, related agencies, or other authorized entities.
- (7) User shall limit dissemination of CHRI to statutorily authorized parties and ensure such authorized parties agree to provide the same protection and physical security of CHRI as agreed to by User.
- (8) User shall be responsible for the physical security of ISP/FBI CHRI responses under its control or in its custody and shall protect such information from unauthorized access, disclosure and dissemination.
- (9) User shall notify all applicants, volunteers and contractors for which fingerprint inquiries are being submitted for that the fingerprint images will be used to check the criminal history records of the ISP/FBI.
- (10) When CHRI records are no longer required by User, such data shall be destroyed by User through shredding or incineration of paper documentation and deletion of electronic CHRI from User's computer files and electronic databases.
- (11) The User shall comply with all provisions of the Uniform Conviction Information Act (20 ILCS 2635/1, et seq), the Adam Walsh Child Protection and Safety Act (Public Law 109-248) and, Title 28, of the Code of Federal Regulations.
- (12) Payments for services rendered by ISP pursuant to the terms of this Agreement shall be paid in full not later than forty-five (45) calendar days from the last date of the billing cycle. Failure to pay on a timely basis could result in an interruption of services rendered by ISP.

- (13) User agrees to provide the applicant with the opportunity and instructions to challenge the completeness and accuracy of any criminal history record information contained in the ISP/FBI response. User may obtain these instructions from the FBI website link: <http://www.fbi.gov/hq/cjisd/fprequest.htm> or by contacting the ISP Customer Service Unit.
- (14) User should not make denials based on information contained in the ISP or FBI response record until the applicant has been afforded a reasonable time to correct or complete the record challenge procedure or has declined to do so.
- (15) User agrees to provide ISP with sufficient documentation, as defined by ISP, verifying the User is authorized to receive FBI national criminal history record information pursuant to the Adam Walsh Child Protection and Safety Act. The required documentation must accompany the signed Agreement.
- (16) User shall provide ISP with their Illinois State Board of Education (ISBE) Region, County, District (RCD) code if User is registered or recognized by ISBE.
- (17) User agrees to attend annual criminal history record information training sessions conducted by the ISP Bureau of Identification. These sessions are generally half day sessions conducted twice a year and include instruction on how to interpret criminal rap sheets, discuss new technology available to users, review proposed state and federal legislation which may affect access to CHRI records.

V. Duties of ISP:

ISP agrees to undertake and perform the following duties:

- (1) ISP will provide User with a unique organization identification number (ORI) required for processing the User's fee applicant fingerprint inquiry submissions.
- (2) ISP shall process, in a timely fashion, all ISP fee applicant fingerprint inquiries submitted by User.
- (3) ISP shall provide criminal history conviction record information to User.
- (4) ISP shall retain the User's fee applicant fingerprint inquiries in file and provide automatic subsequent CHRI conviction responses to User. Such responses shall be provided to User free of charge.
- (5) ISP agrees to forward, in a timely fashion, FBI fee applicant fingerprint inquiries to the FBI's Criminal Justice Information Services (CJIS) Division.
- (6) ISP shall, if requested, assist User in the interpretation or translation of any Illinois CHRI

responses requiring clarification.

- (7) ISP shall conduct an annual review to determine the appropriate level of fees to be assessed to cover the ISP costs of processing criminal record inquiries. ISP fees shall be based upon the cost of providing CHRI services, as required by law. User shall be notified of any change in ISP fees. Pursuant to notification by ISP, any new ISP fees established shall replace the ISP fee schedule in Appendix A.
- (8) Fingerprint submission procedures established by the FBI are subject to change and ISP shall advise User immediately of any changes promulgated by the FBI.
- (9) ISP will notify User if fee applicant fingerprint images are of insufficient quality for processing. Criminal record check processing can not be completed for fingerprint inquiries containing inaccurate or incomplete data or containing insufficient fingerprint image quality.
- (10) ISP shall conduct annual Criminal History Record Information Symposiums to provide training on the criminal history record information program.

VI. General Provisions

- (1) ISP agrees to notify User sixty (60) days prior to making changes in rules, procedures, and policies adopted by it and incorporated in this agreement. Changes in the rules, procedures, and policies originating with federal and state executive order, congressional or state legislative enactment, or by court decision shall be initiated as required by law.
- (2) The current fee schedule is reflected in Appendix A. This agreement may be amended by the mutual consent of both parties at anytime during its term. Amendments to this Agreement shall be in writing and signed by both parties or their authorized representatives. Modifications of the fee amounts in Appendix A will be implemented upon written notification from ISP to User.

IN WITNESS THEREOF, the parties hereto caused this agreement to be executed by the proper officers and officials.

Signature of Organization Head

Print or Type Name of Organization Head

Name of Organization

Address of Organization

City

State

Zip

Telephone Number

Fax Number

E-mail Address

Region, County, District (RCD) Code

Date

State of Illinois
Illinois State Police

By: _____
Director

Date: _____

Appendix A

AUTHORIZATION: ISP will provide User with CHRI pursuant to and limited by: 20 ILCS 2635/et seq., PL 109-248 and Title 28 of the Code of Federal Regulations.

FEES: Services performed by ISP will be based upon the following fee schedule:

\$44.00	Each original set of Fee Applicant fingerprint cards (1-ISP & 1-FBI) submitted manually.
\$39.00	Each set of Fee Applicant fingerprint images (1-ISP & 1-FBI) submitted electronically.
\$20.00	Each ISP Fee Applicant fingerprint card submitted manually
\$15.00	Each ISP Fee Applicant fingerprint card submitted electronically.
\$24.00	Each FBI Applicant fingerprint card submitted manually or electronically.
\$10.00	Each re-submission of ISP/FBI Fee Applicant fingerprints as a result of an unclassifiable fingerprint images.

NOTICES: All notices shall be effective on the date of posting with the U. S. Postal Service and shall be addressed as follows:

ISP: Illinois State Police
Bureau of Identification
260 North Chicago Street
Joliet, Illinois 60432- 4072

USER:

Organization

Street Address

City, State, Zip

Telephone Number

Fax Number

E-mail Address