

County of Kane
Office of County Board
Kane County Government Center

Karen McConnaughay
Chairman
630-232-5930



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DOCUMENT VET SHEET

for

**Karen McConnaughay
Chairman, Kane County Board**

Name of Document: Illinois State Police
User Agreement Renewal

Submitted by: SHEILA MCCRAVEN

Date Submitted: 7-18-12

Examined by: Joseph Lulus
(Print name)

[Signature]
(Signature)

7-18-12
(Date)

Post on Web: Yes No Atty. Initials VR

Comments:

Chairman signed: Yes No JULY 18, 2012
(Date)

Document returned to: _____



**STATE OF ILLINOIS
ILLINOIS STATE POLICE
INTER AGENCY AGREEMENT BETWEEN
THE ILLINOIS STATE POLICE**

AND

Requesting Organization (User)

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, 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 will request applicants submit fee applicant fingerprint cards, via a live scan vendor, for processing by ISP through its files. Manual fee applicant cards (IL 493-0696) will be accepted in those instances where live scan transmissions cannot be used.

- (2) User shall submit FBI fee applicant fingerprint cards for submission to the Federal Bureau of Identification's Criminal Justice Information Services (CJIS) Division through the ISP.
- (3) User shall be responsible for checking the quality and completeness of all manual forms submitted by their Agency or Department to ensure they are legible and properly completed. Forms deemed to be incomplete may be returned unprocessed.
- (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 processing of CHRI furnished by ISP to User.
- (5) User agrees to keep such records as ISP may direct in order to facilitate such audits. At a minimum, User shall log all dissemination of ISP/FBI CHRI received from ISP and/or the FBI. This log must include the identities of persons or agencies to whom the information is released, the name of the requester, the authority of the requester, 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) User shall be responsible for the physical security of ISP/FBI CHRI under its control or in its custody and shall protect such information from unauthorized access, disclosure and dissemination.
- (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) When CHRI is no longer required by User, data shall be destroyed by User through shredding or burning of paper documentation and/or deletion of electronic CHRI from User's databases.
- (9) The User shall comply with all the provisions of Criminal Identification Act (20 ILCS 2630/1, et seq).
- (10) Payments for services rendered by ISP pursuant to the terms of this Interagency 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.
- (11) User shall comply with all provisions outlined in Addendum 1 if User is providing live scan fingerprinting services as part of this Interagency Agreement.
- (12) User shall report in writing to the ISP any changes in agency contact information, and initiate a new user agreement for Chief Administrator(s) name change.

V. Duties of ISP:

ISP agrees to undertake and perform the following duties:

- (1) ISP shall process, in a timely fashion, all ISP/FBI fee applicant cards submitted by User.
- (2) ISP agrees to forward, in a timely fashion, FBI applicant fingerprint cards to the FBI's Criminal Justice Information Services (CJIS) Division.
- (3) ISP shall, if requested, assist User in the interpretation or translation of any CHRI requiring clarification.
- (4) ISP shall conduct an annual review in order to determine the level of fees to be established to cover the cost 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 fee established shall replace the ISP fee identified in Appendix A.
- (5) Fingerprint submission procedures established by the FBI are subject to change and ISP shall advise User immediately of any changes promulgated by the FBI.
- (6) ISP will notify User if fee applicant fingerprint cards are of insufficient fingerprint quality. Background checks can not be processed for fee applicant fingerprint cards containing insufficient fingerprint quality. The User may request the applicant resubmit a new completed fingerprint card for reprocessing by ISP with the appropriate fee.

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 Agency Head

KAREN MCCONNAUGHAY

Print or Type Name of Agency Head

County of KANE

Name of Agency

719 S. BATAVIA AVENUE GENEVA IL 60134

Address of Agency

City

State

Zip

Telephone Number

Fax Number

E-mail Address

JULY 18, 2012

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 2630/et seq

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

- \$39.25 Each original set of Fee Applicant fingerprint cards (1-ISP & 1-FBI) submitted manually.
- \$34.25 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.
- \$19.25 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 card.

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:

Kane County HUMAN RESOURCES
Agency

719 S BATAVIA Avenue Geneva, IL 60134
Street Address, City, State Zip

630-232-5932
Telephone Number

630-208-0116
Fax Number

mccravensheila@co.kane.il.us
*E-mail Address

Please mark only **one** preferred response method:

*Agency must have installed the decryption software (www.isp.state.il.us) and must be registered with Entrust (www.illinois.gov/pki) **prior to receiving** email responses.

Addendum 1

(Addendum I to be utilized in conjunction with ISP Interagency Agreement for the sole purpose of utilizing live scan fingerprinting services)

Purpose:

Governmental agencies or other legal entities (hereinafter "Users") have a need for live scan fingerprinting services in order to perform their licensing and employment responsibilities. Vendors may be utilized by such Users to provide live scan fingerprinting services and have the fingerprint images forwarded to the ISP for processing. ISP, in its capacity as the state central repository, has the authority to provide CHRI, pursuant to the applicable Illinois Compiled Statute, and be paid for its expenses. This Addendum establishes the terms of the relationship.

Services ISP Agrees to Provide:

ISP agrees to accept and process live scan fingerprint images submitted in the form and manner prescribed by ISP.

Duties of User:

User agrees to undertake and perform the following duties:

- (1) User agrees to capture and transmit all fingerprint images to the ISP using live scan equipment certified by the Federal Bureau of Investigation (FBI). The fingerprint images and demographic data must be submitted in the form and manner required by ISP/FBI, including the electronic transfer of fingerprint and demographic data to the ISP NATMS/AFIS system via a network connection as defined by the ISP/FBI. All fingerprint and demographic data transmitted must be encrypted at all times using FBI encryption standards.
- (2) User agrees to comply with all ISP/FBI certification standards and procedures, which includes but is not limited to certification of live scan equipment, audits of live scan transmissions to the ISP/FBI.
- (3) User agrees to take appropriate action to ensure each live scan transmission is sent to ISP successfully and passes all ISP live scan edits, conforming to the most recent ISP Electronic Fingerprint Submission Specifications (EFSS). In the event the electronic fingerprint specifications are modified, the user agrees to make any changes necessary to meet the new specifications within thirty (30) days of notification.

Addendum 1 -continued-

- (4) User agrees to cooperate and make its records available for the purpose of conducting periodic audits by ISP/FBI to ensure compliance with all laws, rules and regulations regarding the submission of fingerprints to the ISP/FBI via live scan.

Dissemination:

At a minimum, User shall log all dissemination of ISP/FBI CHRI received from ISP and/or the FBI. This log must include the identities of persons or agencies to whom the information is released, the name of the requester, the authority of the requester, 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. CHRI will only be disseminated directly to the Requester and only to the extent permitted by law.



Signature of Agency Head

KAREN McConnaughay

Print or Type Name of Agency Head

County of Kane

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719 S. BATAVIA Avenue Geneva, IL 60134

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