LIVESCAN VENDOR AUTHORIZATION CONTRACT

I. **Purpose:** This Contract provides authorization for an entity to qualify as a Livescan Vendor and conduct fingerprinting under the provisions of the Health Care Worker Background Check Act (“Act”) and the Health Care Worker Background Check Code (“Code”).

II. **Background:** The Health Care Worker Background Check Act prohibits a health care employer covered by the Act (“Facility”) from employing an individual who has applied to work in certain positions (“Applicant”), and an educational entity covered by the Act from allowing a student to enter a health care training program, if the Applicant or student has been convicted of committing any criminal offenses listed in the Act. The Act also requires the Facility and the educational entity to conduct criminal history records checks on Applicants and students, respectively, to determine if they have been convicted of any of these offenses. Facilities and educational entities are required to begin the criminal history record check process by sending Applicants and students to be fingerprinted. Fingerprinting may only be conducted by entities that have received written authorization from the Department. The Health Care Worker Background Check Code provides that any licensed fingerprinting vendor who meets the requirements of subsection 955.285(b) of the Code may enter into a standardized contract with the Department for such authorization. The Terms and Conditions of this Contract contain the requirements for Livescan Vendor authorization provided in subsection 955.285(b) of the Code.

III. **Terms and Conditions:** The Department hereby provides authorization to Livescan Vendor to provide inkless fingerprinting services to Applicants, Facilities, and educational entities (“Users”), upon their requests, in a format consistent with the fee applicant inquiry provisions of the Act and the Code, and in accordance with the following requirements and provisions:

A. Livescan Vendor shall use only equipment that has been certified by the Illinois State Police (“ISP”) to collect inkless fingerprints and software that is up to date and meets the requirements of ISP for fee applicant submissions.

1. Livescan Vendor shall maintain backup equipment to provide scheduled fingerprinting in case of livescan equipment failure.

2. For any applicant to whom the Livescan Vendor agrees to provide services, no applicant shall be forced to exceed the 10 working day limit of having his or her fingerprints collected due to equipment failure or the Livescan Vendor’s lack of availability.

B. For any Applicant to whom the Livescan Vendor agrees to provide service, the Livescan Vendor shall provide fingerprinting within ten working days after a
Fingerprinting shall be performed at a location within the county of the Applicant’s residence for counties with a population more than 100,000 and for small counties either within the county of the Applicant’s residence or within 35 miles of the facility providing the Livescan Request Form. For any Facility to which the Livescan Vendor agrees to provide service, the Livescan Vendor will make available special on-site fingerprinting sessions for groups of 20 or more. Livescan Vendor shall provide a reasonable amount of weekend and after 5:00 p.m. hours.

C. Livescan Vendor shall electronically transmit the fingerprints and required data to ISP’s NATMS/AFIS systems through a secure network within one business day after the fingerprints are collected. The fingerprint image and demographic data shall comply with all Electronic Fingerprint Submission Specifications (EFSS) published by ISP and all Electronic Fingerprint Transmission Specifications standards of the Federal Bureau of Investigation.

D. Livescan Vendor shall collect demographic data from the Applicant and electronically transmit a Daily File of required data successfully to the Department in a manner prescribed by the Department within one business day after the fingerprints are collected. All data records from one business day shall be transmitted in one data file to the Department in the prescribed format.

1. The daily file shall contain a digital photograph of Applicant and Applicant’s demographic data, including, but not limited to, name, address, social security number, transaction control (TCN), state, city, and county.

2. Livescan Vendor shall provide the Department with access to the electronic file transmitted to the Department of State Police.

3. Livescan Vendor shall be responsible for all costs of fingerprint collection equipment, processing, transmission, and data storage. The Department is under no obligation to change any of its processes to coordinate with the Livescan Vendor’s equipment. Livescan Vendor shall conform to the Department’s requirements for receiving data.

E. Livescan Vendor shall archive (store, back up, retrieve, etc.) the fingerprints transmitted to the Department of State Police and the Daily Files transmitted to the Department in a secure manner for the contract period so that the Department, an individual, educational entity or health care employer can verify at a later data that a specific print or Daily File was submitted or can resubmit the print or Daily File. If requested by the Department, the Livescan Vendor shall provide the stored data to the Department in the format requested by the Department upon expiration or termination of the Contract.

F. Livescan Vendor shall respond to any follow-up inquiries and provide any reports requested by the Department in a timely manner.

G. Livescan Vendor shall effectively demonstrate, through a verification provided by ISP that the Livescan Vendor’s business entity has two (2) or more years of successful experience transmitting fingerprints electronically to ISP by providing
a copy of the fully executed “Memorandum of Understanding between the Illinois State Police and Live Scan Fingerprint Vendor”.

H. Only Livescan Technicians who have had a fingerprint-based criminal history records check and no disqualifying convictions as listed in Section 25 of the Act and Section 955.160 of the Code may collect fingerprints and transmit the data files electronically to Livescan Vendor. Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Livescan Vendor’s and subcontractor’s officers, employees or agents. Livescan Vendor and subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.

I. Livescan Vendor shall determine a fee for collecting fingerprints and shall determine an area of the State in which to provide service. Livescan Vendor may charge an amount in addition to the rate of the livescan services to compensate for credit card fees. All costs associated with the Livescan services shall be paid by the User. The Department shall have no responsibility to any User, individual, or entity for payment for any services provided by Livescan Vendor or for any costs associated with the Fee App fingerprint-based criminal history records check process.

J. Livescan Vendor shall provide a means for Users to pay Livescan Vendor the amount due to ISP for any livescan fingerprints submitted for criminal history background checks.

1. Livescan Vendor shall act as designee for the User in paying fees into the State Police Services Fund. Livescan Vendor shall maintain or provide a means of prepayment. Charges for the Livescan Vendor’s livescan services and the amount due to ISP shall be charged against this prepaid account. Livescan Vendor shall provide either an on-line or a paper record of account transactions to a User at least monthly. Livescan Vendor shall determine the amount of prepaid balance to be kept in the account by the User, based upon the frequency of the User’s charges against the account.

2. Livescan Vendor may charge an additional amount to compensate for maintaining the accounts. Livescan Vendor may refrain from transmitting any prints to ISP if the User’s account does not have funds to pay for the prints being submitted. Livescan Vendor shall notify ISP, Department, and the User when a fingerprint transaction is retained because of lack of funds in the User’s account.

3. Livescan Vendor may deny a prepaid account to any User that is unable to maintain their account with less than 60 days past due until the User pays the balance due in the account. If the User becomes more than 60 days past due on a second occasion, the Livescan Vendor is not required to offer the services of providing a prepaid account to the User.

4. Livescan Vendor shall promptly transmit funds due to ISP.
5. All costs associated with the fee applicant (“Fee App”) fingerprint-based criminal history records checks, including fees charged by the shall be paid by the User.

K. Livescan Vendor shall require the Applicant to present current valid government-issued photo identification or other valid identification. Livescan Vendor shall screen all Applicants at the time of fingerprinting to ensure the Applicant is being fingerprinted for the purpose intended. Only individuals presenting a Livescan Request Form generated from the Health Care Worker Registry’s web application shall be allowed to be fingerprinted under the Department’s process of initiating fingerprint-based criminal history records checks as a fee applicant inquiry. Livescan Vendor shall complete the bottom portion of the Livescan Request Form and return it to the Applicant to confirm that the Applicant was successfully fingerprinted. Livescan Vendor shall retain the top portion of the Livescan Request Form for billing purposes.

L. Fingerprints shall be collected directly from the Applicant’s hand, consisting of ten rolled impressions and ten slap impressions in a format consistent to fee applicant submission. Livescan Vendor shall collect only livescan fingerprints, not card scan fingerprints.

M. If an individual’s fingerprints are rejected by ISP, the Livescan Vendor shall collect a second set of fingerprints once the Livescan Vendor has been notified of the rejected prints. Livescan Vendor shall not charge for collecting the second set of fingerprints.

N. Livescan Vendor shall not have a livescan rejection rate from the ISP of 2% or greater during any 12-month period. The rejection rate shall be calculated by dividing the number of fingerprints submitted electronically to ISP that were of such poor quality that the fingerprints could not be processed by the total number of fingerprints submitted by the Livescan Vendor electronically to ISP.

O. Livescan Vendor shall not have a livescan rejection rate from the Department of 5% or greater during any 12-month period.

P. Livescan Vendor shall provide a single point of contact for Users to schedule fingerprinting (such as a toll free number, website, etc.).

Q. Livescan Vendor is not authorized to utilize subcontractors for fee applicant submissions, unless approved in advance by the Department.

IV. **Term:** This Contract shall commence upon the last dated signature of the parties and will remain in effect unless terminated by either party.

V. **Termination:**

A. Either party may terminate this Contract upon thirty (30) days written notice to the other party.

B. If Livescan Vendor fails to perform to the Department’s satisfaction any material requirement of this Contract or is in violation of a material provision of this
Contract, the Department shall provide written notice to Livescan Vendor that it must cure the problem identified within the period of time specified in the Department’s written notice. If not cured within that time, the Department may immediately terminate the contract without additional written notice.

I. **Applicable Law:** This contract shall be construed in accordance with, and is subject to, the laws of the State of Illinois. The State of Illinois does not waive sovereign immunity by entering into this contract.

**IN WITNESS WHEREOF,** the parties have caused this agreement to be signed by their duly authorized representatives:

**ILLINOIS DEPARTMENT OF PUBLIC HEALTH**

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