**Section 1240.620 Fingerprint Vendor – Standards, Unethical, Unauthorized, or Unprofessional Conduct**

a) The Division may *deny issuance, refuse to renew, or restore or may reprimand, place on probation, suspend, revoke, or take other disciplinary or non-disciplinary action against any license, registration,* or *permanent employee registration card,* *and may impose a fine* [225 ILCS 447/40-10(a)], based on a finding of unethical, unauthorized or unprofessional conduct, which shall include, but is not limited to, the following acts or practices:

1) Errors and omissions in work orders submitted for print verification or other information, including but not limited to ORI number errors;

2) Errors and omissions in work orders submitted for print verification or other information and not meeting the following standards or levels of performance:

A) Demographic field errors shall not exceed the acceptable accuracy rate established by ISP of those records audited by ISP or its designee during any analyzed audit timeframe;

B) Fingerprint quality rejects shall not exceed the acceptable error rate established by ISP of those records audited by ISP or its designee during any analyzed audit timeframe;

C) Fingerprint visual quality errors shall not exceed the acceptable review rate established by ISP of those records audited by ISP or its designee during any analyzed audit timeframe;

3) Failing to have a clause in all software and/or hardware agreements that a fingerprint vendor licensee enters into to obtain, repair, update and/or maintain fingerprint machines that require a software and/or hardware vendor to maintain the confidentiality of information that may be exposed to the software and/or hardware vendor in obtaining, repairing, updating and/or maintaining a fingerprint machine;

4) Unlicensed practice by any person employed by, authorized by, assisted by in any manner, or permitted by a licensed fingerprint vendor or licensed fingerprint vendor agency that provides fingerprinting services, including, but not limited to, rolling a print or any other activity defined as unlicensed practice;

5) Practicing or offering to practice on an expired or inactive license, constituting unlicensed or unauthorized practice;

6) Failure to maintain a record, for at least 3 years, listing the identification number of the machine used to fingerprint each individual and the location where the individual was fingerprinted;

7) A determination and notice from ISP that a licensee is in noncompliance with ISP procedures, policies or practices, causing ISP to terminate or otherwise limit that licensee's ability to submit fingerprints to ISP;

8) Failure by a licensee to obtain the required consent of any person being printed prior to providing any fingerprint services;

9) Providing, selling or offering to sell or provide any information for a fee or any other valuable consideration any information that has been obtained from a person for whom the licensee is providing or has provided fingerprint services;

10) Sending or providing fingerprint or other criminal history record information to any party other than to the designated authorized party. "Authorized party" is any party that is authorized by law to request a criminal history record check and receive the results; however, the authorized party shall not be the licensee nor shall fingerprint or other criminal history record information be returned to the licensee;

11) Providing or offering to provide services or using techniques for which one is not qualified by education, training and experience or providing or offering to provide services as a fingerprint vendor without proper licensure;

12) Revealing facts, data or information relating to a client or examinee without the expressed consent of the person to whom fingerprinting services are being offered or are being provided or as allowed by law. The release of information with "the expressed consent of the client" shall mean that the licensee, prior to the release of the information, has obtained written consent and made certain that the client understood the possible uses or distributions of the information;

13) Making gross or deliberate misrepresentations or misleading claims as to his/her qualifications;

14) Refusing to divulge to the Division, upon request, all information, records, techniques or procedures used in his/her activities or practice;

15) Directly or indirectly giving to or receiving from any person, firm or corporation any fee, commission, rebate or other form of compensation for any professional services not actually rendered;

16) Impersonating another person holding a license or allowing another person to use his/her license to provide fingerprint vendor services;

17) Submission to a third party of fraudulent information relating to any individual;

18) Providing or offering to provide fingerprint services when the licensee has a conflict of interest with the person to whom services are offered or provided. "Conflict of Interest" shall include but is not limited to those situations in which a licensee currently has or may have had a social, business or other relationship of a nature that might impair, or give the appearance of impairing, the impartiality or independence of the licensee. The licensee may only continue to provide or offer to provide fingerprint services to the person after the licensee makes full disclosure of the potential conflict on the work order and explains the conflict of interest to the person to whom fingerprinting services are being offered or provided.

b) Any licensee who leases, subcontracts or uses any other similar type of arrangement to provide fingerprint scanning equipment or services to an individual or entity shall remain responsible for the actions of the lessee if the licensee maintains any role in the offering or providing of fingerprint services to the public beyond the mere lease of the equipment, including, but not be limited to, receiving criminal history record information or other personal information from or on behalf of a lessee, transferring fingerprints to ISP on behalf of a lessee, scheduling appointments for printing services for a lessee, or training the lessee's employees to provide or offer to provide fingerprinting services.

c) ISP shall not accept or process fingerprint requests from any licensee who the Division has revoked, suspended or otherwise disciplined in a manner prohibiting the licensee from taking fingerprints or providing fingerprint services. The Division shall provide to ISP notice of disciplinary measures taken.

d) A licensee shall conduct all fingerprint services in accordance with applicable local, State and federal law regarding privacy, confidentiality and information release, including but not limited to the Illinois Biometric Information Privacy Act [740 ILCS 14].

(Source: Added at 36 Ill. Reg. 1486, effective February 3, 2012)