

EXAMPLE ONLY - NOT FOR OFFICIAL USE

**STATE OF ILLINOIS
ILLINOIS STATE POLICE
DIVISION OF FORENSIC SERVICES**



FORENSIC SERVICES AGREEMENT

This agreement is entered into, by and between:

(Your Agency Name)

(hereinafter referred to as Participating Agency) and the Illinois State Police, Division of Forensic Services (hereinafter referred to as DFS). The Agreement sets forth the conditions governing the Participating Agency's use of DFS forensic services.

RECITALS

WHEREAS, The DFS is required to establish and operate a forensic science laboratory system as well as establish and coordinate a system for providing accurate and expedited forensic science and laboratory services to local law enforcement agencies and local State's Attorneys [20 ILCS 2605/2605-40]; and

WHEREAS, The Participating Agency is a governmental entity with statutory authority to conduct criminal investigations or prosecutions; and

WHEREAS, the DFS and Participating Agency best support the administration of criminal justice when efficient and standard practices govern the submission, analysis and reporting of forensic services;

WHEREAS, this Forensic Services Agreement is authorized pursuant to the provisions of Article 7, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act [5 ILCS 220].

NOW, THEREFORE DFS and Participating Agency agree as follows:

ARTICLE I: DEFINITIONS

Law Enforcement Officer – Law enforcement officer means any police officer, peace officer, or conservator of the peace of a government agency who is primarily responsible for prevention or detection of crime and the enforcement of the criminal code, traffic, or highway laws of this State or any political subdivision of this State or any member of a police force appointed and maintained as provided in the Railroad Police Act. [50 ILCS 705/2, 720 ILCS 5/2-13 and 610 ILCS 80/et seq.]

Sheriff – Sheriff means any official, or their deputies recognized under Illinois law, who are conservators of the peace, responsible to prevent crime and maintain the safety and order of the citizens of their respective county as well as arrest offenders. [55 ILCS 5/3-6021]

Coroner or Medical Examiner – Coroner or Medical Examiner means any official, or their deputies recognized under Illinois law, responsible for investigating all sudden or violent death,

regardless of the suspected manner or cause or any death not attended by a licensed physician. [55 ILCS 5/3-3013]

State's Attorney – The State's Attorney means any official, or their assistants recognized under Illinois law, empowered to commence and prosecute all criminal indictments and prosecutions in the circuit court for their respective county. [55 ILCS 5/3-9005] This may include any attorney appointed by the court to perform the duties of a State's Attorney. [55 ILCS 5/3-9008]

State's Attorney Appellate Prosecutor – The State's Attorney Appellate Prosecutor means the office and people that may represent the People of the State of Illinois on appeal in all cases and other duties prescribed under Illinois law. [725 ILCS 214/4]

Illinois Attorney General – The Illinois Attorney General means the legal officer of the State of Illinois, along with duly appointed assistants, with all the powers and duties prescribed under Illinois law pursuant to Article 5, Section 15 of the Illinois Constitution.

Office of the State Fire Marshal – The Office of the State Fire Marshal means any duly appointed official authorized to investigate criminal conduct in connection with a fire, arrest individuals, and furnish to the proper prosecuting attorney all evidence related to the investigation. [425 ILCS 25/7]

Law Enforcement Forensic Science Laboratory – A Law Enforcement Forensic Science Laboratory means any Illinois forensic science laboratory which is a National DNA Index System (NDIS) participating laboratory. [Federal Bureau of Investigation, National DNA Index System (NDIS) Operational Procedures Manual Version 6]

Division of Forensic Services (DFS) – The Division of Forensic Services (DFS) means the Division of the Department of State Police that provides forensic science testing and crime scene services to Illinois law enforcement. [20 ILCS 2605/2604-40]

Participating Agency – The Participating Agency is any governmental entity or individuals employed by that entity or a Law Enforcement Forensic Science Laboratory, other than DFS, as defined in Article I of this Agreement.

Personally Identifiable Information (PII) – Personally Identifiable Information is any data containing information which may result in the identification of an individual. Such data includes, but is not limited to: name, date of birth, address, state identification number, Illinois Department of Corrections number, Federal Bureau of Investigation (FBI) Universal Control Number, Social Security Number, unique biometric data (e.g., DNA, fingerprints), or any combination of data that may lead to the specific identity of an individual. PII does not include publicly available information that is lawfully made available to the general public from federal, state, or local governments. [815 ILCS 530/et seq.]

Physically Secure Location – Physically secure location means a facility, police vehicle, or an area, room, or group of rooms within a facility with both the physical and personnel security controls sufficient to protect Criminal Justice Information (CJI) and associated information systems. [Federal Bureau of Investigation, Criminal Justice Information Services (CJIS) Security Policy, Version 5.6]

ARTICLE II: SERVICES, COSTS, AND FINANCIAL AGREEMENTS

- A. The DFS shall provide all crime scene, polygraph, and forensic laboratory services to Participating Agency at no cost unless explicitly stated otherwise in this Agreement. The DFS acknowledges that time is of the essence in the delivery of forensic services.
- B. The DFS currently provides forensic laboratory services in the disciplines of forensic biology/DNA, drug chemistry, trace chemistry, toxicology, microscopy, latent fingerprints, firearms/toolmarks, and footwear/tiretrack analysis. Testing in these disciplines will be accredited according to the currently employed ISO/IEC 17025 standard and the current accrediting body's supplemental requirements. Crime scene services are accredited according to standards promulgated by the Commission on Accreditation for Law Enforcement Agencies. Polygraph examinations are conducted pursuant to the Illinois Detection of Deception Examiners Act [225 ILCS 450 et seq.]
- C. The DFS will have sole authority for establishing the policies, procedures, and guidelines regarding the delivery of crime scene and polygraph services as well as the submission, analysis, and return of evidence analyzed by its forensic laboratories.
- D. The Participating Agency may request crime scene and polygraph services by contacting the Crime Scene Services Command Center at 1-800-892-4095.
- E. The DFS will provide Participating Agency with current guidelines on the packaging and handling of evidence for laboratory submissions. The DFS will update copies of these guidelines for Participating Agencies at a website designated by the DFS. The current guidelines are:
1. Evidence Packaging Procedures (ISP 6-420)
 2. Submission of Forensic Biology/DNA Evidence (ESH App. 1)
 3. Collection/Submission of DNA Samples from Deceased Victims (ESH App. 2)
 4. Collection of Biological Standards (ESH App. 3)
 5. Submission of Physical Evidence By Mail (ESH App. 4)
 6. Hair and Fiber Evidence Procedure (ESH App. 6)
 7. The Collection and Preservation of Paint Evidence (ESH App. 8)
 8. The Collection and Preservation of Fire Debris Evidence (ESH App. 9)
 9. The Collection and Preservation of Explosive Debris Evidence (ESH App. 10)

10. The Collection and Preservation of Glass Evidence (ESH App. 11)
 11. Firearm Evidence (ESH App. 12)
 12. Toolmark Evidence (ESH App. 13)
 13. Footwear and Tire Track Evidence (ESH App. 14)
 14. Firearms and Ammunition Reference Collection (ESH App. 15)
 15. Submission of Drug and Marijuana Evidence (ESH App. 16)
 16. Submission of Toxicology Evidence (ESH App. 17)
 17. Fabric Impression Evidence (ESH App. 20)
 18. AFIS Case Submission Guidelines for Agencies With Latent Print Examiners (ESH App. 21)
 19. Submission of Evidence for Latent Print Examination (ESH App. 22)
 20. Distribution of DEA-Provided Drug Samples for Canine Training (ESH App. 24)
 21. Case Acceptance Policy for the Submission of Impression Evidence Captured as Digital Images for Laboratory Analysis (ESH App. 25)
 22. Collection and Preservation of Gunshot Residue Evidence (ESH App. 26)
 23. Submission of Touch-DNA Evidence (ESH App. 27)
- F. After DFS implements the new Laboratory Information Management System (LIMS), all Participating Agencies must utilize the website designated by the DFS to initiate and track the submission, analysis and retrieval of evidence. Guidelines for Participating Agency to register for this website are contained in Article X through XII of this Agreement.
- G. The Participating Agency will abide by the DFS guidelines for packaging, submitting, and receiving evidence. This includes case information required by the DFS secure website when submitting evidence for analysis. For cases having no suspect information at the time of submission to the DFS, the Participating Agency agrees to immediately notify the DFS should a suspect be developed during the Participating Agency's investigation. The Participating Agency also agrees to immediately notify the DFS if forensic analysis is no longer required for evidence submitted.
- H. Pursuant to 730 ILCS 5/5-4-3(n), the DFS shall only contract out forensic testing for an active investigation or a matter pending before a court of competent jurisdiction with the written consent of the prosecuting attorney.
1. The DFS currently only contracts out forensic testing in the areas of forensic biology/DNA.
 2. The DFS will provide for the shipping and analysis of the outsourced service at no cost to the Participating Agency and/or prosecuting attorney.
 3. In the event court testimony is required by the vendor contracted to conduct the forensic biology/DNA testing, the DFS may assist in paying witness fees for any cases outsourced as part of DNA backlog reduction efforts. Any witness fees will be paid according to the rate outlined in the current vendor contract. DFS may pay

for witness travel expenses. DFS payment of any fee is contingent upon available funding.

- I. The DFS will employ due diligence and reasonable procedures to preserve evidence during evaluation and analysis; however, certain analytical techniques may require consumption and/or alterations such that the evidence can no longer be utilized for its intended purpose.
- J. The Participating Agency agrees to provide timely and appropriate permission for the consumption of evidence when the DFS provides notice a limited sample is present.
 - 1. For cases where a suspect is identified, a prosecuting attorney is assigned, and there is a high probability an evidentiary sample will be consumed during analysis, the DFS will:
 - i. Analyze a DNA, Toxicology, or Trace Chemistry sample only after the prosecuting attorney is notified of the consumption issue and authorization to consume the sample is obtained from the prosecuting attorney.
 - ii. Analyze a sample from a forensic discipline other than those disciplines outlined in 1.i. only after the prosecuting attorney has been notified of the consumption issue and the prosecuting attorney did not request that the analysis be delayed.
 - 2. For any case regardless of whether a suspect has been identified, and no prosecuting attorney has been assigned, and there is a high probability an evidentiary sample will be consumed during analysis, the DFS will:
 - i. Analyze a DNA, Toxicology, or Trace Chemistry sample only after the Participating Agency is notified of the consumption issue and authorization is obtained from the Participating Agency.
 - ii. Analyze a sample from a forensic discipline other than those disciplines outlined in 2.i. only after the Participating Agency has been notified of the consumption issue and the Participating Agency did not request that the analysis be delayed.
- K. The Participating Agency shall pay for the transport or shipping of all evidence that it sends to the DFS. The Participating Agency agrees to pick up that evidence at the DFS laboratory to which it was originally shipped. The Participating Agency agrees to respond to DFS requests to pick up evidence after analysis is completed in a timely manner.
- L. This Forensic Services Agreement creates no other financial agreements between the DFS and Participating Agency other than what is explicitly outlined herein.

ARTICLE III: MAINTENANCE OF RECORDS

- A. The DFS shall maintain and be the custodian of all records pertaining to the submission, analysis, storage, and reporting for evidence submitted to a DFS forensic laboratory and for crime scene services provided by DFS personnel. The records will consist of those consumed or generated by the DFS and may include reports, notes, communications, databases, digital photographs, diagrams, maps, digitized material, born-digital electronic material, and electronic material with a combination of digitized and born-digital material. The DFS shall maintain all records in compliance with relevant Record Retention Schedules and the State Records Act. [5 ILCS 160/et seq.]
- B. The DFS shall provide, upon request, copies of all reports, notes, communications, databases, digital photographs, diagrams, maps, digitized material, born-digital electronic material, and electronic material with a combination of digitized and born-digital material to the Participating Agency for all criminal cases where the DFS provided the Participating Agency laboratory or crime scene services. The DFS will only disseminate these records to another entity with the written permission of the Participating Agency or as otherwise described in this Agreement.
- C. The Participating Agency agrees the DFS may provide the prosecuting attorney with proper jurisdiction over an investigation copies of all reports, notes, communications, databases, digital photographs, diagrams, maps, digitized material, born-digital electronic material, and electronic material with a combination of digitized and born-digital material for criminal cases where the DFS provided the Participating Agency laboratory or crime scene services.
- D. The DFS may provide copies of any reports, notes, communications, databases, digital photographs, diagrams, maps, digitized material, born-digital electronic material, and electronic material with a combination of digitized and born-digital material in response to valid court orders and subpoenas.
- E. The Participating Agency may identify additional entities it wishes to grant permission to receive copies of reports, notes, communications, databases, digital photographs, diagrams, maps, digitized material, born-digital electronic material, and electronic material with a combination of digitized and born-digital material for criminal cases where the DFS provided the Participating Agency laboratory or crime scene services by adding the name of the entities in Article XII of this Agreement.
- F. The Participating Agency agrees to share summary case information (e.g., case number, offense, offense date) where an association is made with one of its cases and another case worked by the DFS or referenced in an individual characteristic databases (i.e., CODIS, NIBIN, AFIS, etc.).

- G. The Participating Agency agrees to maintain accurate agency and user data in the secure websites designated by the DFS.

ARTICLE IV: DURATION, MODIFICATION, AND TERMINATION

- A. This Agreement shall be in effect upon the signature of the Director of the Illinois State Police, or a properly appointed designee. The Agreement will be in effect for one year from the final date of signature and shall renew automatically for one year periods. Each party shall review the Agreement prior to the annual renewal date.
- B. Modifications to this Agreement may be made, but only in writing and signed by both parties.
- C. This Agreement will terminate when either party notifies the other of its intent to discontinue the Agreement. Notice shall be provided to the parties listed in Article XIII of this Agreement. The terminating party will provide the other party written notice at least 30 days prior to the desired termination date.

ARTICLE V: CONTROL AND SUPERVISION OF PERSONNEL

- A. The DFS will maintain exclusive control and supervision of its agents, employees, officials, contractors, and subcontractors.
- B. The Participating Agency will maintain exclusive control and supervision of its agents, employees, officials, contractors, and subcontractors.

ARTICLE VI: USE OF EQUIPMENT AND FACILITIES

- A. The DFS shall exercise sole operational control over all space, equipment, and activities in its forensic laboratories and crime scene offices.
- B. The DFS shall permit the Participating Agency access to designated evidence submission areas within its case-working laboratories from Monday to Friday from 8:30 a.m. to 5:00 p.m., with the exception of holidays designated by the Illinois Department of Central Management Services. The DFS shall make laboratory management staff available to the Participating Agency to coordinate after-hour requests for criminal cases requiring immediate attention. The DFS requests that the Participating Agency schedule appointments based on local laboratory protocols for the submission and retrieval of evidence at forensic laboratories.

ARTICLE VII: FREEDOM OF INFORMATION ACT

- A. In its afore-mentioned role as the custodian of all records generated, the DFS shall respond to requests for records made under the Freedom of Information Act (FOIA). [5 ILCS 140/et seq.] If records were created for the Participating Agency, the DFS may require an update on the status of an investigation to determine whether any statutory exemptions apply (e.g., whether a case is an active criminal investigation). The Participating Agency agrees to respond to case status inquiries in a timely manner so the DFS may satisfy FOIA deadlines.
- B. The Participating Agency is responsible for serving as the custodian of its records and responding to requests made to it under the Freedom of Information Act. [5 ILCS 140/et seq.]

ARTICLE VIII: INFORMATION SECURITY PROTOCOLS

- A. The DFS and Participating Agency shall comply with applicable Illinois court orders and subpoenas, Illinois and federal statutes, federal regulations, and Illinois administrative rules regarding confidential records or other information obtained by the parties to this Agreement. The records and information shall be protected by the parties to this Agreement from unauthorized disclosure. Any breach notification imposed by law shall be completed by party to this Agreement primarily responsible for said breach or improper dissemination of personally identifiable information or confidential records. Any costs resulting from a breach or improper dissemination shall be borne by the responsible party to this Agreement.
- B. The DFS will deploy and maintain its internal Laboratory Information Management System (LIMS), as well as the websites it makes available to the Participating Agency, utilizing information technology providers that are required by the DFS to adhere to the Federal Bureau of Investigation's current Criminal Justice Information Services (CJIS) Security Policy.
- C. The Participating Agency shall only utilize computer and telecommunications systems that are permanently maintained within its physically secure locations to access secure websites designated by the DFS.
- D. The DFS shall ensure its websites follow required CJIS Security Policy protocols relating to information security and encrypted communication.
- E. When the DFS makes multi-factor authentication available and Participating Agency elects to utilize it, they may access DFS websites from devices that are not permanently maintained within physically secure location. Alternatively, if the Participating Agency has already implemented multi-factor authentication on its mobile devices in accordance with

Sections 5.6 and 5.13 of the CJIS Security Policy, they may utilize these devices if permission is obtained from the Illinois CJIS Systems Officer with the Illinois State Police.

ARTICLE IX: LIABILITY AND WAIVER

- A. The DFS and Participating Agency shall not be liable for actions chargeable to the other including, but not limited to, the negligent acts and omissions of the agents, employees, contractors, or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not enlarge or diminish any obligation or duty owed by DFS or Participating Agency to the other or a third party.
- B. The DFS and Participating Agency shall only be liable for the errors, acts, and omissions of its own employees and officials. The parties to this Agreement shall not be liable, or responsible for, or indemnify each other for the errors, acts, or omissions of their respective employees or officials.
- C. A waiver of any condition of this Agreement must be requested in writing. No waiver of any condition of this Agreement may be effective unless in writing and signed by the authorized DFS and Participating Agency employees or officials.

ARTICLE X: PRE-LOG WEBSITE

- A. The DFS, Laboratory Information Management System (LIMS) utilizes Pre-Log (<https://limspl.isp.illinois.gov>) as the internet link for Participating Agency to log evidence for submission, track the progress of cases submitted to DFS, and retrieve reports and case notes associated with analysis. Articles XI through XII of this Agreement establishes how the DFS and Participating Agency will utilize Pre-Log and disseminate information.

ARTICLE XI: PRE-LOG RESPONSIBILITIES

- A. The Participating Agency must provide DFS with the information required in Article XI of this Agreement before access will be granted to the Pre-Log website.
- B. The Participating Agency shall provide the below information for DFS to create them as an entity in the LIMS database. This agency information will be used as the official name and address for the Participating Agency and will appear on reports and other documents. DFS will not utilize the United States Postal Service to mail reports or other documents to Participating Agency. All documents shall be obtained by Participating Agency through the Pre-Log website.

Agency Name:	
Agency ORI#:	Agency External IP Address:
Agency Type:	County:
Address:	Agency Email (to receive notifications):
City:	Zip code:

- C. The Participating Agency must designate a Pre-Log administrator. The DFS will contact the Pre-Log administrator and provide them a username and password to Pre-Log. Once the Pre-Log administrator can access Pre-Log, they will be able to create additional administrators and users for the Participating Agency.

Pre-Log Administrator Name:	
Email:	Telephone #:
Address:	City:
State:	Zip:

- D. The Participating Agency is responsible for informing the DFS if any information provided in Article XI of this Agreement changes. Participating Agency is responsible for updating the status and privileges of all administrators and users it creates in the Pre-Log website. This includes removing individuals who are no longer employed by the Participating Agency. Participating Agency is responsible for any misuse of information obtained by its administrators and users.

ARTICLE XII: PRE-LOG INFORMATION DISSEMINATION

- A. The Participating Agency will only be granted access to information related to its cases in the Pre-Log website unless it is also a prosecuting attorney with proper jurisdiction over an investigation.
- B. The Participating Agency may elect to grant another entity that has executed the Forensic Services Agreement with DFS access to their case information in the Pre-Log website. By completing the below section, the Participating Agency agrees to grant the below entities access to its cases in the Pre-Log website.

How many entities will be granted access?:
Agency Name:
Agency ORI:

- C. The Participating Agency is responsible for informing the DFS if any information provided in Article XII of this Agreement changes.

ARTICLE XIII: NOTICES

- A. All required notices shall be delivered to the following:

To the Participating Agency:

Chief Administrator Name:

Agency:

Address:

City:, Illinois zip code

To the DFS:

Deputy Director

Division of Forensic Services

801 South 7th Street, Suite 900S

Springfield, Illinois 62703

Chief Administrator, Participating Agency

Director, Illinois State Police

By: _____

Chief Administrator Name,

Date:

By: _____

Director,

Date: