



**INFORMATION SYSTEMS ACCESS AND USE AGREEMENT
KIDTRAKS USER AGREEMENT**

State Form 56798 (R3 / 7-21)
DEPARTMENT OF CHILD SERVICES

This Information Systems Access and Use Agreement is hereinafter referred to as the "Access / Use Agreement" or "Agreement".

CUSTOMER CONTACT INFORMATION

Company Name <i>(Required for businesses)</i> or Full Name of Individual Customer (hereinafter referred to as "Customer") *	
Mailing address <i>(number and street, city, state, and ZIP code)</i> *	
Name of Customer Contact (hereinafter referred to as "Customer Contact") *	Customer vendor identification number (ST number)
E-mail address of Customer contact *	Telephone number of Customer Contact ()

* Required field

ADDITIONAL USER ASSIGNMENTS

Each account may have multiple people who may use the services provided pursuant to this Agreement. Each user must have a unique e-mail address that will be used to access the account. Up to five (5) additional users can be added by providing names and e-mail addresses below. Then going forward, the Customer Contact will have administrative rights with system capabilities to add additional users and / or remove any users as necessary.

Full Name (hereinafter referred to as "User(s)")	E-mail Address

The undersigned warrants and represents that he / she is the Customer or has been duly authorized by the Customer to sign this Agreement on behalf of the Customer and has read all terms and conditions associated with this Agreement. The undersigned waives, on behalf of the Customer, the right to contest the authenticity of my signature and the right to contest the enforceability or admissibility of this Agreement on the grounds that it is not an original document.

Signature	Date <i>(month, day, year)</i>
Printed name	

FORM SUBMISSION

Please submit the form via one of the three options below:

1. E-mail to: DCSResourceUnit@dcs.in.gov
2. Fax to: (317) 232-1737
3. Mail to: DCS Resource Unit
402 West Washington Street, MS 54
Indianapolis, IN 46204

Any questions about the Vendor Portal, please contact DCS Resource Unit at DCSResourceUnit@dcs.in.gov.

TERMS AND CONDITIONS

Part of State Form 56798 (R3 / 7-21)

Please read this access / use agreement carefully. It contains important information about the duties you must undertake and the rules you must adhere to once you are granted access to use the Indiana Department of Child Services' (DCS) information (as that term is defined below) resources. This includes use of personal computers (PC's), local area networks (LAN's), and/or wide area networks (WAN's). Your signature is required at the bottom of this access / use agreement to indicate your acceptance of its terms.

1. CUSTOMER RESPONSIBILITIES

- a. Customer Contact. Customer shall designate a contact person ("Customer Contact"). The Customer Contact is the person authorized by Customer to (1) add and remove Users, on Customer's behalf, and (2) receive notices and communications from DCS relative to this Agreement. The Customer Contact must notify DCS whenever any User is to be removed from the Customer's User list. The Customer shall immediately notify DCS of any change in the Customer Contact.
- b. Users. Users are those employees or agents of Customer duly authorized by Customer to access Information (as that term is defined below) under this Agreement. Customer is responsible for ensuring that each User understands and complies with the provisions set forth in section 2 of this Agreement.

2. CONDITIONS FOR USE OF ONLINE SERVICES

In consideration for accessing and using DCS' computer facilities, network, licensed or developed software, software maintained or operated by DCS for other State of Indiana entities, systems, equipment, documentation, information, reports, or data of any kind (hereinafter "Information"), the Customer understands and agrees to the following:

- a. DCS will assign temporary passwords to Customer's Users, which Users must change upon initial access of the Information. Customer acknowledges its responsibility and assumption of liability for maintaining and enforcing all necessary security procedures to control access to, to preserve the confidentiality of, and to prevent unauthorized use of Usernames and passwords.
- b. That at all times utmost care shall be used in protecting the Information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- c. That any unauthorized access or use of the Information must be immediately reported to the KidTraks Help Desk by calling 877-340-0309 or e-mailing DCSHelpDesk@DCS.IN.GOV.
- d. The Customer understands and agrees that the Information may be composed of or contains confidential and protected information. The Customer covenants that the Information will not be disclosed to or discussed with third parties without the prior written consent of DCS.
- e. The Customer acknowledges that the Information may be composed of or contain Social Security Numbers maintained by DCS in its computer system or other records. In addition to the covenant made above at paragraph 2(d), the User agrees to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security Number(s) is / are disclosed by the Customer, the Customer agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable.
- f. The Information shall be used solely for the purpose of conducting official DCS' business, and all other use or access is strictly forbidden, including, but not limited to, personal or other private use.
- g. Customer shall not access or attempt to access any of the Information without having the express authority to do so from DCS, who is the only party authorized to grant such express authority.
- h. Customer shall not access or attempt to access any of the Information in a manner inconsistent with DCS' approved method of system entry.
- i. All software licensed, developed or being evaluated by DCS and / or the State of Indiana cannot be copied, shared, distributed, disclosed, sub-licensed, modified, reverse engineered, rented or sold, and at all times, Customer must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by DCS or the State of Indiana.
- j. Customer's confidential computer password(s) shall not be shared with or used by any other person. Any violation of this policy must be immediately reported to the KidTraks Help Desk by calling 877-340-0309 or e-mailing DCSHelpDesk@DCS.IN.GOV.
- k. Customer shall not leave a workstation without first ensuring that the workstation is properly secured from unauthorized access to any information.
- l. Customer must report any and all violations of the Access / Use Agreement to KidTraks Help Desk immediately upon learning of such violation by calling 877-340-0309 or e-mailing DCSHelpDesk@DCS.IN.GOV.
- m. Customer agrees that if he / she does gain access to any Information that he / she does not have DCS' express authority to access, the Customer shall immediately notify DCS of such breach and the Customer shall not disclose such Information to any other person, entity or party under any circumstance.
- n. By signing this Access / User Agreement, Customer acknowledges that he / she / it has read, fully understands and agrees to abide by all of the above stated terms as a condition of being granted access to use the Information and has made its contents know to Users who will be involved in the use of the Agreement.