

To obtain Caregiver status, you must complete Parts A and B. Please carefully read all information on these pages, including the terms and agreements, billing options and cancellation terms. Parts A and B must be printed, signed, dated and returned to the following address:

The Kansas Bureau of Investigation
Attn: Criminal History Records
1620 SW Tyler
Topeka, KS 66612-1837

Part A: Application for Caregiver Status



1. This agreement for access to criminal history record information is made between the Kansas Bureau of Investigation, hereinafter called **KBI**, the Information Network of Kansas, hereinafter called **INK**, and the following company, institution, organization or agency, hereinafter called **Requestor**.

Name of Requestor: _____
Mailing Address: _____

Name of Requestor's
Point of Contact: _____ Title: _____

Telephone: () _____ FAX: () _____

E-mail: _____

2. The Requestor warrants that:
 - a. It is a company, institution, organization or agency that provides direct care to children, and/or the disabled and/or the elderly.
 - b. Such care is a primary function of the Requestor's operations.
 - c. The Requestor will use criminal history record information obtained from the KBI for screening employees and/or volunteer workers, to determine the suitability of such persons for duties involving provision of care for children, the disabled or the elderly.
3. The Requestor's business mission is:
4. The Requestor shall pay for each record check in the amount specified by the Kansas central repository for such services. Payment will be made to INK by credit card at the time the record check is conducted or by monthly billing by INK if the Requestor establishes a billing account with INK.
5. Dissemination of Kansas criminal history record information is governed by statutes, laws and regulations. The Requestor will comply with and be subject to the provisions of both State and Federal law and regulations, including, but not limited to:
 - a. Title 28 (Judicial Administration) of the Code of Federal Regulations.
 - b. Crime Control Act of 1990; Pub. L. No. 101-647
 - c. The National Child Protection Act of 1993; 42 U.S.C. 5119, with subsequent amendments

- d. Kansas Statutes Annotated 22-4701 et seq.
 - e. Kansas Administrative Regulations 10-12-1 et seq.
6. Requestor shall:
- a. Limit disclosure of the information received to personnel who have a clear and distinct “need to know,” and ensure that the information is used only for the purpose for which provided.
 - b. Implement reasonable procedures to insure the confidentiality and security of any information received.
 - c. Indemnify and hold harmless the KBI, their employees, including their heirs, executors, administrators, personal representatives, successors, and assigns, from and against any and all causes of actions, claims, demands, suits, rights and other proceedings of any nature which seek damages or other remedies arising from the providing of criminal history information.
 - d. Advise the KBI immediately, in writing, of any change of business mission of the Requestor that would cause the Requestor to no longer qualify as a caregiver.
 - e. Advise the KBI immediately, in writing, of any change of ownership of the Requestor.
7. The KBI has the right to immediately suspend furnishing information under this agreement and demand return of information when any rule, policy, procedure, regulation, or law described in this agreement is violated or appears to be violated, or for non-payment of any service. The Requestor will be promptly notified in the event that the KBI determines that it is necessary to discontinue providing criminal history record information, either manually or electronically, either in whole or in part, to the Requestor due to failure to comply with the conditions set forth in this agreement and pursuant to state and federal law and regulation.

The person signing below is empowered to bind the Requestor to the terms and conditions of this application for caregiver status and, by signing, acknowledges and consents to said terms and conditions.

(Requestor's Representative)

(Title of Requestor's Representative)

(Date)

Information Network of Kansas Subscription Service Agreement

Please print and complete the following information.

In order to subscribe to the Information Network of Kansas (INK), you must complete all sections of this Service Agreement.

Certain INK services also have statutory and/or transaction fees associated with them. All fees are subject to change by the Board of Directors of the Information Network of Kansas, Inc.

If you have any questions regarding information contained within this Agreement, please contact the Information Network of Kansas at 1-800-4KANSAS (452-6727).

I have read and agree to the terms and agreements of the Information Network of Kansas Subscription Service Agreements and the information on the Kansas Open Records Act describing the limitation for use of information accessed through INK

Account Administrator

Signature: _____

Printed Name: _____

Date: _____

Name: _____

Title: _____

E-mail: _____

Please e-mail my confirmation letter. _____ (*initial here*)

FOR OFFICE USE ONLY	
Account #	_____
User Name	_____
Password	_____
Classification	_____
INK	
Signature	_____
Date	_____

Mailing Address

Organization Name: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ ext: _____ Fax: _____

Billing Address (if different from above)

Organization Name: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ ext: _____ Fax: _____

Billing Options - Please select one

Electronic Funds Transfer Billing (NO PROCESSING FEES ASSESSED!)

This is an automated funds transfer that will be deducted from your designated bank account. Your account will be charged for monthly usage as well as your annual subscription fee(s).

If monthly usage is less than \$3.00, your account will not be billed until your usage accrues a minimum of \$3.00.

Bank Name _____

Routing # _____

Account # _____

 **Manual Billing Option** (PROCESSING FEES ASSESSED!)

This is a standard billing option where the account holder will mail a paper check for the full amount found on the electronic monthly statement. Your account will be charged a monthly minimum fee of 3% of the total account balance for using this option.

To cover the costs associated with manual billing, there is a monthly minimum charge assessed with this billing option.

- If your usage for a month is more than \$0 and less than \$15.00, you will be charged \$15.00 plus 3% of the total account balance for that month.
- If your monthly usage is equal to or more than \$15.00, you will be charged the amount of actual usage plus 3% of the total account balance.
- If there is no activity on your account in a given month, no minimum charge will apply.

Past Due Accounts

Accounts not paid in full 30 days after invoice will be assessed a late fee of 1.5%. This fee is assessed on the total account balance due.

- Past due accounts will be blocked from further use until payment is received and account balance is brought to zero.