



IN.gov Account Number \_\_\_\_\_

IN.gov Username \_\_\_\_\_

## Request for Indiana Bureau of Motor Vehicles (BMV) IDEL Employer Notification System (ENS) Access

---

Organization Name

The Customer has entered into a Monthly Account Agreement for access to Premium Services offered through IN.gov, a service offered by the Indiana Office of Technology. This agreement, when fully executed by the Customer, is a supplemental agreement to the Monthly Account Agreement, and all terms and conditions of the Monthly Account Agreement, which is incorporated fully herein by reference, apply to this BMV IDEL ENS Access Agreement (“Agreement”).

### Description of BMV ENS Access

The Bureau of Motor Vehicles (“BMV”) IDEL Employer Notification System (“ENS”) application is a method for customers (employers) to monitor the commercial driver license (“CDL”) statuses of its drivers by receiving notifications in the event of a status change. Notifications delivered to customers (employers) by ENS are not exhaustive or comprehensive to the level of individual citations, rather they are generated based on three critical statuses, maintained by the BMV, and advise customers (employers) of the status change and provide steps on how to review its driver’s detailed driver’s license record(s). Both positive and negative changes to the following statuses trigger an employer notification:

- License Status
- CDL Status
- Medical Certificate Status

Notifications do not include specifics about the status change, only that a change has occurred for the identified driver. When a notification is received, customers (employers) request and view the driver’s current record via the ENS application to determine specific status changes.

The BMV ENS application is an elective system and has been provided by the BMV as a convenience to the customer (employer). The system is a supplemental tool that can assist customers (employers) with monitoring their drivers. It is not to be solely relied upon by customers (employers) to fulfill their federally mandated requirements. The ENS application is not intended to satisfy a customer’s (employer’s) obligation to comply with federally mandated requirements and customers (employers) remain obligated to fulfill said requirements and abide by federally prescribed guidelines.



IN.gov Account Number \_\_\_\_\_

IN.gov Username \_\_\_\_\_

## Fees associated with BMV ENS Access

### Annual ENS Monitoring Fee

The Customer shall pay an annual, non-refundable, ENS monitoring fee at an introductory rate of Ninety-nine and 00/100 Dollars (\$99.00) per year. This fee is in addition to the IN.gov annual account fee of Ninety-five and 00/100 Dollars (\$95.00) per year. This annual ENS monitoring fee will be billed annually on the anniversary date of this Agreement and will not be refunded or pro-rated if this Agreement is terminated or cancelled during the year for which the fee was charged.

### Monthly Driver Monitoring Fee

The Customer shall pay a monthly driver monitoring fee of Twelve cents (\$0.12) per driver per month. This fee is in addition to the Annual ENS Monitoring Fee and the IN.gov annual account fee. The monthly driver monitoring fee will be assessed at driver enrollment each and every time any driver is enrolled. The fee assessment will occur, in full, on the day of driver enrollment and will recur monthly, at the beginning of each calendar month, until the driver is unenrolled from the ENS system. This monthly driver monitoring fee will not be refunded or pro-rated if the Customer unenrolls a driver during the month for which the fee was assessed or terminates or cancels this Agreement during the month for which the monthly driver monitoring fee was assessed.

### Driver License Record Search Fee

The Customer shall pay a per Driver License Record Search Fee of Ten and 00/100 Dollars (\$10.00) at the generation of each notification from the ENS application. This fee is in addition to the Annual ENS Monitoring Fee, the IN.gov annual account fee and the Monthly Driver Monitoring Fee. This Driver License Record Search Fee will not be refunded if the Customer terminates or cancels this Agreement prior to utilizing any available or unused Driver License Record searches.

The Customer, personally and on behalf of any person, corporation, government agency or other entity for whom the undersigned is acting, and on behalf of each of Customer's assigned Users, agrees:

1. The Customer shall comply fully with the provisions of the Federal Drivers Privacy Protection Act of 1994, 18 U.S.C. § 2721-2725, and Ind. Code § 9-14-13 ("Privacy and Disclosure of Bureau Records"), as the same may be amended and all other applicable laws and regulations governing access and use of motor vehicle records, personal information, and information contained in public records.
2. The Customer shall maintain all personal information obtained in connection with this Agreement in strictest confidence and shall take all steps necessary to protect against either intentional or inadvertent disclosure.

IN.gov Account Number \_\_\_\_\_

IN.gov Username \_\_\_\_\_

3. If the Customer discloses any personal information, the Customer shall pay the costs(s) of the notice(s) of any and all disclosure(s) of the system security breach(es) in addition to any other claims and expenses for which it is liable under law.
4. The Customer shall indemnify, defend, and hold harmless the BMV; the Bureau of Motor Vehicles Commission ("BMVC"); the State, its agencies, political subdivisions, officers, employees, agents and IN.gov; and Indiana Interactive, LLC and its affiliates ("NIC Indiana") from all losses, damages, judgments, liabilities, costs and expenses that arise out of the Customer's misuse, misappropriation, or any other act or omission with respect to laws restricting access to and disclosure of motor vehicle records, including (without limitation) reasonable attorneys' fees and all other costs of defending against such action or claim.
5. The Customer shall indemnify, defend, and hold harmless the BMV; the BMVC; the State, its agencies, political subdivisions, officers, employees, agents and IN.gov; and NIC Indiana from all losses, damages, judgments, liabilities, costs and expenses that arise out of the Customer's misuse, misappropriation, any other act, failure to act, or omission with respect to the use of the BMV ENS application, including (without limitation) reasonable attorneys' fees and all other costs of defending against such action or claim.
6. The Customer agrees that neither the BMV; the BMVC; the State, its agencies, political subdivisions, officers, employees, agents and IN.gov; nor NIC Indiana make any warranty or representation, express or implied, as to the accuracy or completeness of the information obtained pursuant to this Agreement. ALL WARRANTIES, INCLUDING ACCURACY OR COMPLETENESS OF INFORMATION PROVIDED, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. THE BMV; the BMVC; the STATE, ITS AGENCIES, POLITICAL SUBDIVISIONS, OFFICERS, EMPLOYEES, AGENTS AND IN.GOV; AND NIC INDIANA SHALL NOT BE LIABLE FOR ANY ERRORS IN, OR OMISSIONS FROM, INFORMATION OBTAINED PURSUANT TO THIS AGREEMENT.
7. In no event shall the BMV; the BMVC; the State, its agencies, political subdivisions, officers, employees, agents and IN.gov; nor NIC Indiana be liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income or lost revenues, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability. Any and all damage to Customer is limited to the charges paid by Customer for the BMV ENS Access in connection with which a claim is asserted. Recovery of such payments is Customer's sole and exclusive remedy under this Agreement.
8. The BMV; the BMVC; the State, its agencies, political subdivisions, officers, employees, agents and IN.gov; and NIC Indiana will not be liable for any claim or demand of any nature or kind whether asserted against the BMV; the BMVC; the State, its agencies, political subdivisions, officers, employees, agents and IN.gov; or NIC Indiana or against Customer by any third party, arising out of the services provided or pursuant to this Agreement. Customer agrees to indemnify and hold the BMV; the BMVC; the State, its agencies, political subdivisions, officers,



IN.gov Account Number \_\_\_\_\_

IN.gov Username \_\_\_\_\_

employees, agents and IN.gov; and NIC Indiana harmless from claims of third parties arising out of Customer's use of the services provided pursuant to this Agreement. The BMV; the BMVC; the State, its agencies, political subdivisions, officers, employees, agents and IN.gov; and NIC Indiana shall not indemnify the Customer.

9. The BMV; the BMVC; the State, its agencies, political subdivisions, officers, employees, agents and IN.gov; and NIC Indiana shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including problems with or delays caused by its database providers or other providers.
10. The BMV may terminate the Customer's BMV ENS access at any time for any reason. Notice shall be provided to the Customer of their termination from the program.
11. The Customer shall immediately notify the Office of Information Technology of any suspected misuse or security breach by calling (317) 234-5099 and by emailing Mark Dehn, BMV Executive Director of Driver Operations, at [mdehn@bmv.in.gov](mailto:mdehn@bmv.in.gov), shall conduct prompt investigations of alleged misuses or security breaches, and shall cooperate fully with those persons designated by the State to investigate the suspected misuse or security breach, and/or to address related issues and concerns.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

*(signature page follows)*



IN.gov Account Number \_\_\_\_\_

IN.gov Username \_\_\_\_\_

The undersigned certifies, personally and on behalf of any person, corporation, government agency or other entity for whom the undersigned is acting, that the undersigned has proper authority to execute this Agreement.

**The undersigned acknowledges that it is a Class C Misdemeanor to knowingly or intentionally misrepresent a person's identity, or to make a false statement in connection with this Agreement.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date (*month, day, year*)**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]