

User: _____

Account No. _____

SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES

PERSONAL INFORMATION MEMORANDUM OF AGREEMENT WITH A SISTER STATE AGENCY EMPLOYER NOTIFICATION PROJECT DATA

This agreement is entered into between the Employer Notification Project Customer _____ (“USER”), and the South Carolina Department of Motor Vehicles (“DMV”). The agreement period will begin on the date it has been signed by both parties and will continue until information is no longer requested or the agreement terminates as per termination or modification clauses stated within this agreement.

1. OBLIGATIONS OF THE PARTIES

The DMV agrees to make available the information, data and/or documents requested by USER about DMV customers, to be accessed by the USER via Web based services. There is no cost for this service to USER.

The service the DMV will provide is DMV’s Employer Notification. This service is a web based employee monitoring application which provides updated driver information weekly about USER’S employees as designated by USER. USER will only designate its actual employees and will only seek driver information for its own employees. The information available via this service will be for a 12 month calendar period.

The web based applications can be found at DMV’s website:

<https://www.scdmvonline.com/DMVmember/logon.aspx>

Prior to gaining access to these web based applications USER:

- a.) Hereby designates a USER Security Administrator (“SA”) who will be provided a DMV Administrator Account through which the SA will responsible for maintaining the accounts of all USER authorized personnel who have authorized access to Department data by the creation of a DMV Administrator Account (“Accessing User”). The Account will allow the Security Administrator “SA” to create and maintain Accessing User accounts for DMV Driver data access. This access is limited to USER employees assigned to jobs needing Driver Inquiries in order to carry out their official governmental duties.
- b.) Will not retain or provide hard copy prints of personal information obtained from Department records via the Inquiry web screens to any external customers and only to USER staff whose official job responsibilities require them to verify driver record information. The USER recognizes that any information printed from Department records does not retain currency after it is printed.

- c.) Ensure that an Individual seeking access must also acknowledge familiarity with the requirements of this contract and of applicable personal privacy rules and statutes as detailed in the personal information release agreement.
- d.) Ensure that the USER SA must keep a current list of the personnel authorized to use these screens, and must be responsible for account maintenance (resetting Accessing User id/passwords, deleting accounts for employees who are terminated, creating new accounts and so forth). The USER must immediately delete or remove access to any authorized Accessing User whose employment with the USER is terminated for any reason.
- e.) The USER SA must authorize access only within the scope of actual need. The USER shall not authorize the printing or distribution of screenshots of Department information to employees who have not been authorized access to the Department's information. The USER will likewise ensure that the screenshots, if printed or retained in any form, are not placed in files accessed by employees who have not been authorized access to the Department's information.
- f.) Persons requesting authorized access to Department data must likewise agree in writing that neither the account, nor passwords nor User ids/passwords related to the account, may be shared with any other person or employee other than the approved Accessing Users.
- g.) By User's Authorized Officer's signature below, User verifies and acknowledges that it has the written consent of employees or prospective employees to access their driving license information via the Employer Notification program.

Documentation on the Employer Notification Service is available at www.scdmvonline.com .
 Documentation for the SCDMV Member Services Security will be made available upon execution of this contract.

2. INFORMATION ACCESS

USER agrees to comply with all applicable State and Federal laws and regulations in effect. USER has signed a separate **Personal Information Release Agreement** that is attached hereto and incorporated herein verbatim.

By signing this agreement, USER warrants that the signatory and all of its authorized participating personnel (approved Accessing Users) are familiar with and shall abide by all provisions of the Federal and State laws affecting access to and use of computer information which includes, but is not limited to, the following: 18 U.S.C.S. §§ 2721 *et seq.* (Drivers' Privacy Protection Act); 40 U.S.C.S. §759 (Computer Security Act of 1987); 18 U.S.C.S. §1001 (Computer Fraud and Abuse Act of 1986); and 15 U.S.C.S. §1681 (Fair Credit Reporting Act); S.C. Code of Laws §§ 30-4-10, *et seq.* (South Carolina Freedom of Information Act), and S.C. Code of Laws §§ 30-2-10, *et seq.* (Family Privacy Protection Act of 2002).

Data provided by the SCDMV may contain customer Personally Identifiable Information (PII). If at any time USER has any reason to believe that SCDMV data has been accessed, disclosed or

acquired without proper authorization or that SCDMV data has been in any way compromised, USER will alert the SCDMV immediately.

USER agrees to provide and document security awareness training for all employees/personnel with access to SCDMV data. As a minimum this training must emphasize the importance of protecting customer private information to include PII against unauthorized disclosure. Training must also stress protecting passwords and accounts providing access to the SCDMV data. Emphasis will be placed upon the use of strong, non-dictionary passwords containing a combination of at least eight upper and lower case letters, at least one special character and at least one number. Emphasis must be placed upon not sharing passwords.

USER acknowledges by signing this Agreement that any information provided from or printed from the Department's records does not retain currency after it is provided. As an example, and without limitation, an employee or prospective employee may have a drivers' license under suspension when the Department provides data to USER, but that employee or prospective employee may clear the suspension on the same day after the data is provided. Subject to this limitation on the currency of information, and provided that USER does not make any changes to the information received from the Department, nothing in this Agreement may be construed to create on the part of USER any duty to make further inquiry regarding the accuracy of any information or data provided by the Department under this Agreement.

3. CONFIDENTIALITY

USER shall receive, securely store, account for, and be fully responsible for all records received from the DMV.

USER shall be responsible for safeguarding any equipment used to obtain access to records and limit access to those persons who are authorized Users who have been properly instructed as to their duties and responsibilities as authorized Users under this agreement. USER shall implement procedures to ensure that the equipment is located in an area that prevents information, including any printed copy of a record, from being viewed by persons who are not authorized to use the equipment. USER shall implement procedures to ensure that any printed copy of information obtained from DMV files shall be destroyed when its legitimate use has ended.

4. RETENTION OF RECORDS

USER shall maintain and retain all records and documents relating to information received for five years and shall make them available for inspection and audit by the DMV during normal business hours without advance notification.

5. TERMINATION

Except as otherwise provided for herein, either party may terminate this agreement with not less than thirty days written notice to the other unless a shorter time is agreed upon by mutual consent.

The DMV may immediately cease providing information without a hearing upon USER's breach of, or failure to fulfill, any responsibility established pursuant this agreement or the **Personal Information Release Agreement**.

If the DMV determines to its own satisfaction that USER has either misused or knowingly allowed the misuse of any information provided to USER pursuant to this agreement, the DMV may, in addition to other penalties provided by law:

- (a) Terminate this agreement immediately;
- (b) Require the return of all files and media containing information provided by the DMV;
- (c) Require the deletion of all electronic files containing information provided by the DMV; and
- (d) Take any other actions that the DMV deems appropriate to protect the interests of the DMV and the citizens of the State of South Carolina.

If court orders are issued or if the laws, rules, or regulations change such that the terms of this agreement cannot be fulfilled, the agreement will be automatically and immediately terminated.

6. MODIFICATION

This agreement is subject to change and modification due to changes in the DMV's policies, the issuance of court orders, or changes in State and/or Federal laws, rules, and regulations. Should the DMV change its policies such that the terms of this agreement must be modified, USER will be notified at least thirty days in advance of such changes or modifications and USER, at its option, may immediately terminate this Agreement.

If court orders are issued or if the laws, rules, or regulations change such that the terms of this agreement cannot be fulfilled, this agreement will be automatically and immediately terminated.

This agreement cannot be modified in any manner except by written amendment that has been executed by the parties.

7. MISCELLANEOUS

This agreement is the exclusive statement of the parties with respect to its subject matter and supersedes all prior agreements, negotiations, representations, proposals, and awards, written and oral, relating to its subject matter.

8. SIGNATURES

As witness herein, the parties hereto have affixed their signatures and seals.

EMPLOYER NOTIFICATION
PROJECT CUSTOMER (“User”)

User Business Name

FEIN or SSN as applicable

Address

() (phone)

() (fax)

User’s Authorized Officer and Title (Print)

User’s Authorized Officer (Signature) Date

User’s Designated Security Administrator (Print)

User’s Designated Security Administrator (Signature)

User’s Designated Security Administrator’s email

Date

DEPARTMENT OF MOTOR VEHICLES

Trish Blake
Director of Administration

Date