

User: \_\_\_\_\_

Account No. \_\_\_\_\_

**SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES**

**PERSONAL INFORMATION MEMORANDUM OF AGREEMENT  
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.

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 charge for this service will be based upon a sliding scale for the number of employees enrolled in the program. All new subscribers will pay an additional one time set up fee of eighty-five (\$85.00) dollars at the time of enrollment. The annual rates are listed below and are based upon a July 1 enrollment. All charges for other time periods will be prorated appropriately as of the time of enrollment, as set forth in the Prorated Fee Attachment. Annual renewals will be payable on July 1 of each year.

Annual fees (tiered approach). Please place a checkmark beside the number of employees for whom you will need notification:

- 1-50 employees - \$500
- 51 – 100 employees - \$1,000
- 101-250 employees - \$2500
- 251-500 employees - \$5000
- 501-1000 employees - \$10,000

The Department reserves the right to adjust a User's tiers and fees payable at any time based upon its records of actual use by the User.

The DMV will periodically audit account usage and adjust accordingly for the following account year.

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 will:

- a.) Designate a USER Security Administrator ("SA") who will be provided a DMV Administrator Account through which the SA will be 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 duties.
- b.) The USER 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.) 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.) 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 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](http://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 Department will not refund or prorate any fees for an enrolled period.

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")

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

( ) \_\_\_\_\_ (phone)

( ) \_\_\_\_\_ (fax)

\_\_\_\_\_  
User's Authorized Officer (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

Agency Name \_\_\_\_\_

Account # \_\_\_\_\_

**SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES  
PERSONAL INFORMATION RELEASE AGREEMENT  
(FOR PUBLIC AGENCY-EMPLOYEE NOTIFICATION)**

(Please type or print in ink)

This Agreement is entered into between the \_\_\_\_\_ (“User”) and the South Carolina Department of Motor Vehicles, hereinafter referred to as the Department. This agreement period will begin on the date it has been signed by both parties and will remain in effect as long as the User continues to obtain personal information from the Department’s records.

The User and the Department have entered into this Agreement as a supplement to the User having set up a user account by which it will obtain certain information and/or documents from the Department’s records. The specific information and/or documents requested by the User contain personal information about Department customers.

The definitions of the term “personal information” vary in the laws cited below. As a summary for the purposes of this agreement, the User understands that the term “personal information” means information that identifies or describes an individual including, but not limited to, signature, social security number, date of birth, driver identification number, customer number, name, home address, home telephone number, height, weight, race, and other physical details.

The User certifies that it is entitled to obtain and use personal information recorded in the driver and vehicle files of the Department in accordance with of the Driver Privacy Protection Act (DPPA), 18 U.S.C. Chapter 123. In particular, the User claims that its use of such personal data will fit the exemption of 18 U.S.C. §2721(b)(1), which states “For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.” The User certifies that the information from said records will be used for no purpose other than the purpose for which it was furnished.

The User certifies that it will comply with all applicable Federal and State statutes and regulations pertaining to personal information disseminated by the Department which include but are not limited to: the DPPA; §607 of the Federal Fair Credit Reporting Act, Public Law No. 91-508; Title VI of the Consumer Credit Protection Act; S.C. Release of Licensing And Registration Information laws, S.C. Code §§56-3-510 to -540; the S.C. Freedom of Information Act S.C. Code §§30-4-160, *et seq.*; and the S.C. Family Privacy Protection Act (FPPA), S.C. Code §§30-2-10, *et seq.*

Except as provided for in this agreement, the User certifies that the information will not be shared with, sold, given, transferred or otherwise made available to any other person, firm, corporation or government agency unless expressly agreed to by the Department in writing. *[Express agreements allowing any disbursement of records must be negotiated with the Department and will then be incorporated herein as an Attachment hereto.]*

*S.C. Code Ann.* §30-2-50, which is part of the FPPA, requires that the Department give notice to all requestors of records that obtaining or using public records for commercial solicitation directed to any person in this State is prohibited. The User certifies that it will not misuse or allow the misuse of the information in violation of the FPPA.

In the event that User resells or otherwise re-discloses personal information obtained from the Department, from each date said personal information is furnished to the User by the Department, the User will, for a period of five years [see DPPA §2721(c)] keep on file written evidence of the appropriate use of that set of personal information. The User further agrees that, in case any claim or litigation arises out of the disclosure of such information by the User or anyone to whom the User has disclosed such information, the User's personnel will assist the Department in defense of the claim or litigation.

Data provided by the SCDMV may contain customer personally identifiable information (PII). If User has any reason to believe that SCDMV data has been accessed, disclosed, 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 personally identifiable information (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.

The User will grant reasonable access to the Department's auditors or other persons acting on the Department's behalf to inspect the above records. Such access will be at the User's facilities unless the User and the Department agree on another site.

This agreement is subject to change due to the issuance of court orders or changes in State and/or Federal laws, rules, and regulations governing access and use of the requested information. 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 and all unpaid fees under any associated contract or agreement will be due and owing.

The User will not misuse or allow the misuse of the information in violation of any provision of law. If the Department determines to its own satisfaction that the User has either misused or allowed the misuse of the information, the Department may, in addition to other penalties provided by law:

- 1) Terminate this agreement immediately
- 2) Require the return of all files and media containing information provided by the Department
- 3) Require that the User delete any electronic files containing information provided by the Department.
- 4) Hold the User responsible for any damages arising from the misuse of the information
- 5) Make publicly available the evidence of information misuse, and
- 6) Take any other actions that the Department deems appropriate to protect the interests of the Department and the citizens of the State.

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

The User certifies that the User has caused this agreement to be signed by a duly authorized senior management level representative or agent, thereby binding the User, its personnel, its agents, and its representatives to the conditions stated in this agreement.

For purposes of notice under this agreement, the notice address for the User is:





User: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

The notice address of the Department is:

South Carolina Department of Motor Vehicles  
Attention: Executive Director  
Post Office Box 1498  
Blythewood, South Carolina 29016  
Telephone: 803-896-8924  
Facsimile: 803-896-8926

AS WITNESS HEREIN, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES AND SEALS.

**USER**

\_\_\_\_\_  
User (*print*)

\_\_\_\_\_  
Authorized Representative (*print name*)

\_\_\_\_\_  
Authorized Representative's Agency Title

\_\_\_\_\_  
Authorized Representative (*signature*)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Taxpayer Identification Number

\_\_\_\_\_  
User's Street Address of Principal Place of Business

**DEPARTMENT OF MOTOR VEHICLES**

\_\_\_\_\_  
Trish Blake, Director of Administration (*signature*)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness