



North Carolina Division of Motor Vehicles

CRASH AND BULK DATA MANAGEMENT
3106 MAIL SERVICE CENTER
RALEIGH, NORTH CAROLINA 27697-3106
PHONE: (919) 615-7729 | data-access@ncdot.gov

GOVERNMENT (Local, State and Federal)

REQUEST & AGREEMENT TO ACCESS DMV RECORDS CONTAINING PERSONAL INFORMATION

Applicable Law and Fees

The North Carolina Division of Motor Vehicles (DMV) maintains records containing information pertaining to driver's licenses, motor vehicles, and accident reports pursuant to Chapter 20 of the North Carolina General Statutes. Such records contain confidential personal information which is not public record. DMV discloses records containing personal information in accordance with the Federal Driver's Privacy Protection Act (DPPA) of 1994 (18 U.S.C. 2721 *et seq.*) and North Carolina General Statute § 20-43.1. Personal information from these records may only be released to individuals or organizations that qualify under an exception(s) defined within the DPPA.

Access Coordinator & Contact Person

Agency	Apex Police Department
Contact Name	Susan Metz
Title	Police Records Supervisor
Agency Address	205 Saunders St
Agency City, State, Zip	Apex NC 27502
Telephone Number	919-249-3466
Email	Susan.Metz@apexnc.org

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Excerpt from the DPPA - 18 U.S.C. § 2721

In order to review or receive records containing personal identifiable information from the North Carolina Division of Motor Vehicles, the entities MUST qualify for one or more **Exception(s)** under the Federal Driver's Privacy Protection Act which prohibits the disclosure of such information.

These **Exceptions** are listed below as Permissible Uses.

Personal information may be released for the following reasons:

- (1) 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.
- (2) For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
- (3) For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only:
 - a. to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
 - b. if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
- (4) For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.
- (5) For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
- (6) For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.
- (7) For use in providing notice to the owners of towed or impounded vehicles.
- (8) For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection.
- (9) For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49.
- (10) For use in connection with the operation of private toll transportation facilities.
- (11) For any other use in response to requests for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains.

*** PLEASE NOTE: According to North Carolina Gen Stat § 20-43.1, NCDMV does NOT disclose personal information for the purposes specified (11).**

- (12) For bulk distribution for surveys, marketing or solicitations if the State has obtained the express consent of the person to whom such personal information pertains.

*** PLEASE NOTE: According to North Carolina Gen Stat § 20-43.1, NC DMV shall not disclose personal information for the purposes specified in (12) unless the Division receives prior written permission from the person about whom the information is requested.**

- (13) For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.
- (14) For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.

Authorization to Access Records

The purpose of this form is to establish the nature of the request, how the information will be used, the exception(s) under which the request is made, and to execute a signed agreement that records **(1)** will be used only for the purpose(s) identified in Question 2 (below) and **(2)** will not be released to others except as provided in the DPPA, State law, and only as approved by the Division of Motor Vehicles.

Failure to complete this form or to provide sufficient explanation will result in DMV denying your request.

1. The agency requests access to the following records or system: Crash Web
2. The Agency is qualified to obtain records under exception number(s) ¹ _____ listed on Page 2 above.
(You **MUST** identify **ALL** of the **Permissible Uses** that apply.)
3. (a) Explain in detail how the agency/business qualifies under the above noted exception(s).
(b) Describe in detail why the records are needed **and** how the data will be used.

We are an agency that will be submitting electronic wreck reports to DMV by utilizing eCrash software. Having
access to Crash Web and ECRS will give us the ability to look at the wreck reports that we have submitted to
your agency.

4. Describe the Agency's internal procedures that are in place to ensure that Personal Identifiable Information (PII) data will be secure. *Please consider and address the following: Who has access to data? How are the machines used to access data secured? Does the business have a retention policy? If so, what is it? Do you only view the data you have access to? Do you print or copy the data you have access to? If so, what do you do with the hard copies? Where do you store them? How long do you keep the hard copies? How do you destroy the hard copies?*

There will be a small number of employees that will have access to the website and the records. These employees
know public record law and PII. The computers that will be utilized are facing away from the public view and can only
be seen by our Records Technicians. Our computers and servers have anti-virus software. We would not keep a
hard copy of any record. If we printed out a report, we would put it in a shred box, that is emptied every month by
Shred It.

5. Does the Agency resell or redisclose DMV PII data? (Provide to a "third party"). (In answering, consider: *Do you provide any of the data/information to people or entities outside of your Agency? Do you use the data or information to complete any Forms or documents? If so, what are the Forms or documents? Who sees or has access to these Forms or documents? Do individuals or entities outside of your Agency see the Forms or documents?* (Note that resale or redisclosure does not mean DMV will deny your request to receive data, however, additional record keeping may be required.)

No Yes

6. If the data or information is provided to or viewed by an individual or entity outside of the Agency ("third party"), who receives or views it? Indicate the name of the third party and the type of business.

NA

7. The third party (identified in 5. above) is qualified to obtain records under the Permissible Use(s) exception(s) number(s) _____ listed on Page 2 above. (Please identify the Permissible Use(s) for each third party that receives such information.)

NA

8. Explain in detail how each third party will utilize this data or information and what they do with it. (If unknown, please indicate "unknown.")

NA

Access Information

The individual associated with a specific User ID is the only person permitted to use it for the purposes approved by the Division. Individuals with a specific User ID shall not share User IDs. System-to-system user identification numbers are not available. This practice is not supported by DOT and is prohibited by policy. RACF ID's will be disabled after forty-five (45) days of inactivity. DMV reserves the right to revoke access without prior notice and shall do so if any billing or access conditions are violated.

Additional Terms and Conditions

You agree to all other terms within this agreement and further agree and understand that:

- 1. Suspension of Access or Delivery of Records.** DMV, in its sole discretion, may immediately, and without notice, permanently revoke access and cease access to records if it discovers or has reasonable belief that you have breached any provisions of this agreement or violated any applicable laws. If DMV revokes access under this provision, you shall cease all use of records and purge all records in your possession.
- 2. Misuse of Personal Information/Self Reporting.** You must notify DMV in writing of any incident where it is suspected or confirmed that personal information has been compromised because of unauthorized access, distribution, use, modification, or disclosure, by any means, within five (5) business days of such discovery. The statement must be provided on your letterhead and include each of the following: (1) a summary of the incident; (2) the outcome of the review; (3) the date of the occurrence(s); (4) the number of records compromised; (5) whether the persons whose personal information was compromised were notified. The statement shall also indicate the steps taken, or to be taken, by you to ensure that misuse of data does not continue or reoccur. This statement shall be mailed to DMV at the address indicated on the first page of this agreement. If an incident involving breach of personal information did occur and you did not notify the owner(s) of the compromised records, you must indicate why notice was not provided. DMV will consider your level of compliance with this section in DMV's decision to permanently revoke access to records. This section does not otherwise limit DMV's authority to revoke access pursuant to Paragraph 1 above.
- 3. Record Breaches.** You shall report any breaches or disclosures of records containing information obtained from DMV not otherwise provided for by this agreement immediately upon discovery of any such breach or potential breach, and comply with all reporting policies, standards, and guidelines set forth in the North Carolina Statewide Information Security Manual.
- 4. Statutorily Required Record Keeping.** In accordance with the DPPA, specifically 18 U.S.C. § 2721(c), if you **resell or redisclose** personal information or highly restricted personal information obtained from DMV, or information otherwise generally protected from disclosure pursuant to Federal or North Carolina law, you shall keep documentation for a period of 5 years. For each resell or redisclosure, you shall identify each person or entity that receives information and the permitted purpose for which the information will be used and must make such records available to the motor vehicle department upon request. DMV is not liable for disclosures made by Requester/Applicant that resells or rediscloses data provided by DMV.
- 5. Additional Record Keeping.** For each record accessed, you shall keep for a period of 5 years documentation that delineates the purpose for which the information was accessed and identify the exception for which you are qualified to receive this data under the DPPA.
- 6. DMV Access to Your Records.** You shall make all records required to be maintained by this agreement and by law available to DMV immediately upon request, but no later than three business days of any request. You shall cooperate fully with any investigations by DMV into any real or alleged breaches of this agreement, the DPPA, or State statutes arising from your access or use of DMV records. DMV shall immediately and permanently terminate your access to DMV records if you refuse or are unable to fully and immediately comply with this provision.
- 7. State and Federal Law.** You shall comply with all relevant State and Federal laws and Division policies and procedures. This includes but is not limited to: (1) the DPPA; (2) N.C. Gen. Stat. § 20-43; (3) § 20-43.1; (4) N.C. Gen. Stat. § 75-64; and (5) N.C. Gen. Stat. § 75-65.
- 8. Personal Information Originating from NCDOT/DMV.** You assume all risks and responsibilities arising from use and redisclosure of personal information originating from NCDOT/DMV including, but not limited to, any violations of the DPPA.
- 9. Criminal Punishment and Civil Liability.** You understand any person who knowingly discloses any information in violation of DPPA or State law may be subject to criminal sanctions, including fines, and civil liability.
- 10. Authority of Signatory.** You certify that you are duly authorized and have the legal capacity to bind your agency contractually.
- 11. Limited Use of Records.** You qualify under the exception(s) noted above and the records will only be used for the purposes approved by the Division and as described above in this agreement. Information used for any other purpose, even if otherwise lawful, will be considered a violation of this agreement.
- 12. User and Contact Person Maintenance.** You shall notify DMV within five (5) business days of changes to: user access or permissions, to include inactivating user access or permissions following separation, or negligent, improper, or unauthorized use or dissemination of any records. The information shall be e-mailed to data-control@ncdot.gov.
- 13. Security.** You shall handle, process, and store records consistent with the Statewide Information Security Manual and the Data Classification and Handling Policy, as in effect at any given time. You shall also otherwise store records with personally identifiable information in a location that is physically and logically secure from access by unauthorized persons. Access to records received from DMV with personally identifiable information shall also be protected in such a way that unauthorized persons cannot view, retrieve, print or copy the information. The Statewide Information Security Manual can be currently viewed at: https://files.nc.gov/ncdit/documents/Statewide_Policies/Statewide-Information_Security_Manual.pdf. The policy regarding data classification and handling can be currently viewed at: <https://it.nc.gov/documents/statewide-data-classification-and-handling-policy>.

14. **Acknowledgements.** All personnel with access to the information provided herein, must be instructed of, and acknowledge that, they understand the confidential nature of the information they are accessing. In addition, individuals having access to this information must confirm their understanding of the civil and criminal penalties per State and Federal law for unauthorized use of the data. These acknowledgements must be timely and accurately maintained by you and be provided to DMV within ten (10) business days of a request.
15. **Communication.** You consent that all communications can be through electronic mail or other electronic means.
16. **Term.** The term of this agreement is for three years, beginning on the last date this agreement is signed by a party to the agreement. To eliminate a break in the relay of data, a new agreement must be signed and submitted thirty (30) days prior to the expiration of this agreement. However, it may be necessary for a new agreement to be submitted and evaluated prior to the expiration of any agreement based on changes to the law, Security Requirements and/or DMV policies and procedures. DMV may terminate this agreement at any time with 30 days' notice to the Agency and immediately upon any breach of the terms of this agreement by you or upon any violation of DPPA or relevant North Carolina laws. In the event that Federal or North Carolina statutes change in such a manner as affects the operation of this agreement, the statutory changes shall control and any portion of this agreement which is in violation of the new or amended statute(s) is void and without effect.
17. **Assignment.** This agreement, and any rights or obligations within this agreement, shall not be assigned, sublicensed, subcontracted, or otherwise transferred by you to another individual, partnership, limited partnership, corporation, or any other entity except with the written consent of DMV.
18. **Governing Law and Venue.** This agreement shall be governed by the laws of the State of North Carolina, without giving effect to principles of conflict of law. Venue of any dispute concerning this agreement shall be exclusively in Wake County, North Carolina.
19. **Modifications.** This agreement shall not be altered, changed, or amended except by an express, written agreement executed by the authorized representatives of the parties.
20. **Waiver.** Neither the failure nor any delay on the part of the DMV to exercise any right, remedy, power, or privilege under this agreement shall operate as a waiver and shall not prevent any subsequent enforcement of such term or obligation.
21. **Entire Agreement.** This agreement encompasses the entire agreement between the Agency and DMV and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent that they have not relied on any representation or other assurance, except those set out in this agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this agreement. The parties hereby waive all rights and remedies which may arise as the result of a party's reliance on such representation or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this agreement.

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Attestation

I, **on behalf of the Town of Apex**, hereby certify under penalty of law that the information and statements in this request are true and accurate. **The Town** is entitled to personal information from the requested driving, vehicle and/or crash record under one or more of the permissible users and uses listed in the Federal Driver Privacy Protection Act and North Carolina law. I understand that **the Town** may not redisclose this information, except as provided in the Driver's Privacy Protection Act of 1994, *18 U.S.C. § 2721 et seq.* and North Carolina law. **The Town** therefore agrees to defend, hold harmless and indemnify NCDMV and any of its officers, employees, agents, or contractors, from all actions brought or damages alleged by reason of the negligent, improper, or unauthorized use or dissemination of the information provided to me by NCDMV.

I am aware that there are Federal criminal and civil penalties for knowingly obtaining, disclosing, or using personal information for a purpose not permitted under DPPA (*18 U.S.C. Sections 2721-2724*).

I also understand that North Carolina G.S. 20-43.1 prohibits someone from obtaining personal information from a motor vehicle record by purposely or knowingly misrepresenting his or her identity or the use for which he or she is seeking that information.

Signature: _____ Date: _____

Randal E. Vosburg, Town Manager

Printed Name and Title: _____

DMV Security Coordinator Approval

Data Control Review: Approved _____ Initials: _____ Date: _____

Security Coordinator Review: Approved _____ Initials: _____ Date: _____

Signature: _____ Date: _____

Janna Allison, Assistant Director of Business Operations