

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

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Meeting Date: August 17, 2021 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Consumer Affairs
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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: the following documents required by the Florida Department of Highway Safety and Motor Vehicles (FLHSMV) to acquire driver history records for the Vehicle for Hire (VFH) and Tow Truck Ordinances:

- 1. Memorandum of Understanding (MOU) with the FLHSMV (#0625-21) for a period of 3 years beginning May 21, 2021 through May 20, 2024
- 2. FLHSMV Data Access Specifications Questionnaire
- 3. FLHSMV Data Access Application
- 4. FLHSMV Certification Statement.

Summary: The Division of Consumer Affairs (DCA) uses the FLHSMV records in order to perform driving history background checks of Vehicle for Hire and Tow Truck driver applicants. The record data exchange provides an automated file from FLHSMV to the County on a regular basis. The file contains information on each driver applicant including a license status of valid or expired, suspensions, revocations, and a description of sanctions and traffic violations. There is a \$10 fee paid to the FLHSMV for each driver license transcript requested and a \$2 fee for a driver record search if no record is found. The applicant normally pays these fees during the processing period. The prior MOU expired on June 13, 2021. On May 15, 2018, the Board of County Commissioners approved Agenda Item 3X5 which authorized the County Administrator or designee to sign future FLHSMV MOUs along with all attachments and required applications, certifications, amendments, renewals or updated memorandums for access, as well as other forms necessary to maintain an active status with the FLHSMV for driver history checks to verify compliance with the VFH and Tow Truck Ordinances administered by the DCA. Countywide (JW)

Background and Justification: continued on page 3

Attachment:

- 1) FLHSMV MOU for Driver License and/or Motor Vehicle Record Data Exchange (HSMV No.: 0625-21)
- 2) FLHSMV Data Access Specifications Questionnaire
- 3) FLHSMV Data Access Application
- 4) FLHSMV Certification Statement

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Recommended By: [Signature] 7/14/21
Department Director Date

Approved By: [Signature] 7/27/21
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Personal Services	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Capital Expenditures	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	*	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Is Item Included In Current Budget? Yes X No _____
 Does this item include the use of federal funds? Yes _____ No X
 Budget Account Exp No: Fund 1429 Dept. 660 Unit 6241 Obj. 4901
 Exp No: Fund 1430 Dept. 660 Unit 6252 Obj. 4901
 Rev No: Fund 1429 Dept. 660 Unit 6241 Rev. 2900
 Rev No: Fund 1430 Dept. 660 Unit 6252 Rev. 2900

B. Recommended Sources of Funds/Summary of Fiscal Impact:

*The fiscal impact is indeterminable; however, the fees paid for driver history checks are supported by revenue generated from fees collected.

C. Departmental Fiscal Review: Myra Chan 6/2/21

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Steve Mante 7/12/21
 OFMB/PA 7-19-21
 LM 7/19/21

Janet Williams for Lewis Jacobowitz
 Contract Dev. And Control
 7-26-21 TW

B. Legal Sufficiency:

Jean-Adel Williams
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

Background and Justification: continued from page 1 : The BCC initially approved a MOU for Driver License and/or Motor Vehicle Record Data Exchange with FLHSMV (R2015-0737) on June 2, 2015 to receive driver records electronically with a subsequent renewal on June 14, 2018 (R2018-0798). These records, transmitted electronically, allow DCA to ensure that tow and VFH applicants meet PBC driver requirements. While applicants may acquire driver history records from other sources, this optional service allows tow truck and VFH applicants the ability to conveniently obtain this required transcript for their application at the DCA. More than 4,100 driver history records were requested from FLHSMV by DCA for VFH and tow truck driver applicants since June 2015. VFH and tow truck driver applicants pay the costs associated with the driver record requests as outlined in the fee resolution.

HSMV-0625-21



FLORIDA HIGHWAY SAFETY AND MOTOR VEHICLES

**MEMORANDUM OF UNDERSTANDING
FOR DRIVER'S LICENSE AND/OR MOTOR VEHICLE RECORD DATA EXCHANGE**

This Memorandum of Understanding (MOU) is made and entered into by and between Palm Beach County Board of County Commissioners, hereinafter referred to as the Requesting Party, and the Florida Department of Highway Safety and Motor Vehicles, hereinafter referred to as the Providing Agency, collectively referred to as the Parties.

I. Purpose

The Providing Agency is a government entity whose primary duties include issuance of motor vehicle and driver licenses, registration and titling of motor vehicles, and enforcement of all laws governing traffic, travel, and public safety upon Florida's public highways.

In carrying out its statutorily mandated duties and responsibilities, the Providing Agency collects and maintains personal information that identifies individuals. Based upon the nature of this information, the Providing Agency is subject to the disclosure prohibitions contained in 18 U.S.C. §2721, the Driver's Privacy Protection Act (hereinafter "DPPA"), Sections 119.0712(2) and 501.171, Florida Statutes, and other statutory provisions.

The Requesting Party is a government or private entity operating under the laws and authority of the state of Florida and/or operating under Federal laws and is requesting personal information and declares that it is qualified to obtain personal information under the exception number(s), listed in Attachment I, authorized by DPPA.

This MOU is entered into for the purpose of establishing the conditions and limitations under which the Providing Agency agrees to provide electronic access to Driver License and Motor Vehicle information to the Requesting Party. The type of data requested and the statutory fees, if applicable, are agreed to by both parties as indicated in Attachment II.

The Requesting Party is receiving 9-digit 4-digit or No social security number, pursuant to Chapter 119, Florida Statutes, or other applicable laws.

II. Definitions

For the purposes of this MOU, the below-listed terms shall have the following meanings:

- A. **Batch/File Transfer Protocol (FTP)/Secure File Transfer Protocol (SFTP)** - An electronic transfer of data in a secure environment.
- B. **Business Point-of-Contact** - A person appointed by the Requesting Party to assist the Providing Agency with the administration of the MOU.
- C. **Consumer Complaint Point-of-Contact** - A person appointed by the Requesting Party to assist the Providing Agency with complaints from consumers regarding misuse of personal information protected under DPPA.

- D. **Control Record** - A record containing fictitious information that is included in data made available by the Providing Agency and is used to identify inappropriate disclosure or misuse of data.
- E. **Crash Insurance Inquiry** - Insurance information, such as insurance company name, policy type, policy status, insurance creation and expiration date, including insurance policy number, provided to the Requesting Party pursuant to Section 324.242(2), Florida Statutes. Such inquiry is to be made on only vehicles involved in a crash. The Vehicle Identification Number (VIN) on which such inquiry is made must be involved in the crash for which a crash report number and the date of crash is submitted to the Providing Agency.
- F. **Downstream Entity** - Any individual, association, organization, or corporate entity who receives driver license and/or motor vehicle data from a Third Party End User in accordance with DPPA and Section 119.0712(2), Florida Statutes.
- G. **Driver License Information** - Driver license and identification card data collected and maintained by the Providing Agency. This data includes personal information as defined in item N, below.
- H. **Driver Privacy Protection Act (DPPA)** - The Federal Act (see, 18 United States Code § 2721, et seq.) that prohibits release and use of personal information except as otherwise specifically permitted within the Act.
- I. **Government Entity** - Any federal, state, county, county officer, or city government, including any court or law enforcement agency.
- J. **Highly Restricted Personal Information** - Includes, but is not limited to, medical or disability information or social security number.
- K. **Insurance Record** - Insurance information, such as insurance company name, policy type, policy status, insurance creation and expiration date, but excluding insurance policy number, provided to the Requesting Party, pursuant to Section 324.242(2), Florida Statutes.
- L. **Motor Vehicle Information** - Title and registration data collected and maintained by the Providing Agency for vehicles. This information includes personal information as defined in item N, below.
- M. **Parties** - The Providing Agency and the Requesting Party.
- N. **Personal Information** - As described in Section 119.0712(2)(b), Florida Statutes and 18 U.S.C. S.2725, information found in the motor vehicle or driver record which includes, but is not limited to, the subject's driver identification number, name, address, (but not the 5 – digit zip code) and medical or disability information.
- O. **Private Entity** - Any entity that is not a unit of government, including, but not limited to, a corporation, partnership, limited liability company, nonprofit organization or other legal entity or a natural person.
- P. **Providing Agency** - The Department of Highway Safety and Motor Vehicles. The Providing Agency is responsible for granting access to driver license and/or motor vehicle data to the Requesting Party.
- Q. **Registration Hold** - A hold placed on the owner, vehicle or registration, intended to prevent extension or renewal of any motor vehicle registration.

- R. **Requesting Party** - Any entity type that is expressly authorized by Section 119.0712(2), Florida Statutes and DPPA to receive personal information and/or highly restricted personal information that requests information contained in a driver license or motor vehicle record from the Providing Agency through remote electronic access.
- S. **Requesting Party Number** - A unique number assigned to the Requesting Party by the Providing Agency that identifies the type of record authorized for release and the associated statutory fees. Misuse of a Requesting Party Number to obtain information is strictly prohibited and shall be grounds for termination in accordance with Section X, Termination and Suspension.
- T. **Technical Contact** - A person appointed by the Requesting Party to oversee the maintenance/operation of setting up of Web Service and Batch/FTP/SFTP processes.
- U. **Third Party End User** - Any individual, association, organization, or corporate entity who receives driver license and/or motor vehicle data from the Requesting Party in accordance with DPPA and Section 119.0712(2), Florida Statutes.
- V. **Web Service** - A service where the Requesting Party writes a call program to communicate with the Web Service of the Providing Agency to receive authorized motor vehicle and driver license data.

III. Legal Authority

The Providing Agency maintains computer databases containing information pertaining to driver's licenses and motor vehicles pursuant to Chapters 317, 319, 320, 322, 328, and Section 324.242(2), Florida Statutes. The driver license, motor vehicle, and vessel data contained in the Providing Agency's databases is defined as public record pursuant to Chapter 119, Florida Statutes; and as such, is subject to public disclosure unless otherwise exempted by law.

As the custodian of the state's driver and vehicle records, the Providing Agency is required to provide access to records permitted to be disclosed by law.

Under this MOU, the Requesting Party will be provided, via remote electronic means, information pertaining to driver licenses and vehicles, including personal information authorized to be released pursuant to Section 119.0712(2), Florida Statutes and DPPA. By executing this MOU, the Requesting Party agrees to maintain the confidential and exempt status of any and all information provided by the Providing Agency pursuant to this MOU and to ensure that any Third Party End Users accessing or utilizing said information shall do so in compliance with Section 119.0712(2), Florida Statutes and DPPA. Highly restricted personal information shall only be released in accordance with DPPA and Florida law. In addition, the Requesting Party agrees that insurance policy information shall only be utilized pursuant to Section 324.242(2), Florida Statutes.

This MOU is governed by the laws of the State of Florida and jurisdiction of any dispute arising from this MOU shall be in Leon County, Florida.

IV. Statement of Work

A. The Providing Agency agrees to:

1. Provide the Requesting Party with the technical specifications, and Requesting Party Number if applicable, required to access data in accordance with the access method being requested.
2. Allow the Requesting Party to electronically access data as authorized under this MOU.

3. Collect all fees for providing the electronically requested data, pursuant to applicable Florida Statutes, rules and policies, including Sections 320.05 and 322.20, Florida Statutes. The fee shall include all direct and indirect costs of providing remote electronic access, according to Section 119.07(2)(c), Florida Statutes.
4. Collect all fees due for electronic requests through the Automated Clearing House account of the banking institution which has been designated by the Treasurer of the State of Florida for such purposes.
5. Terminate the access of the Requesting Party for non-payment of required fees. The Providing Agency shall not be responsible for the failure, refusal, or inability of the Requesting Party to make the required payments, or interest on late payments for periods of delay attributable to the action or inaction of the Requesting Party.
6. Notify the Requesting Party thirty (30) business days prior to changing any fee schedules, when it is reasonable and necessary to do so, as determined by the Providing Agency. All fees are established by Florida law. Any changes in fees shall be effective on the effective date of the corresponding law change. The Requesting Party may continue with this MOU as modified or it may terminate the MOU in accordance with Section X., subject to the payment of all fees incurred prior to termination.
7. Perform all obligations to provide access under this MOU contingent upon an annual appropriation by the Legislature.
8. Provide electronic access to driver license and/or motor vehicle information pursuant to roles and times established other than scheduled maintenance or periods of uncontrollable disruptions. Scheduled maintenance normally occurs Sunday mornings between the hours of 6:00 A.M. and 10:00 A.M.
9. Provide a contact person for assistance with the implementation of this MOU.

B. The Requesting Party agrees to:

1. Use information only for the expressed purposes as described in Attachment I of this MOU.
2. Self-report to the Providing Agency all violations of the MOU within five (5) business days of discovery of such violation(s). The report shall include a description, the time period, the number of records impacted, the harm caused, and all steps taken as of the date of the report to remedy or mitigate any injury caused by the violation.
3. Accept responsibility for interfacing with any and all Third Party End Users. The Providing Agency will not interact directly with any Third Party End Users. Requesting Party shall not give Third Party End Users the name, e-mail address, and/or telephone number of any Providing Agency employee without the express written consent of the Providing Agency.
4. Establish procedures to ensure that its employees and agents comply with Section V, Safeguarding Information and provide a copy of the procedures to the Providing Agency within ten (10) business days of a request.
5. Not assign, sub-contract, or otherwise transfer its rights, duties, or obligations under this MOU without the express written consent and approval of the Providing Agency.

6. Use the information received from the Providing Agency only for the purposes authorized by this MOU. The Requesting Party shall not share or provide any information to another unauthorized entity, agency or person.
7. Protect and maintain the confidentiality and security of the data received from the Providing Agency in accordance with this MOU and applicable state and federal laws.
8. Indemnify the Providing Agency and its employees from any and all damages arising from the Requesting Party's negligent or wrongful use of information provided by the Providing Agency, to the extent allowed by law.
9. For Federal agencies: The Requesting Party agrees to promptly consider and adjudicate any and all claims that may arise out of this MOU resulting from the actions of the Requesting Party, duly authorized representatives, agents, or contractors of the Requesting Party, and to pay for any damage or injury as may be required by federal law. Such adjudication will be pursued under the Federal Tort Claims Act, 28 U.S.C. § 2671 et seq., the Federal Employees Compensation Act, 5 U.S.C. § 8101 et seq., or such other federal legal authority as may be pertinent.
10. Update user access/permissions upon reassignment of users within five (5) business days.
11. Immediately inactivate user access/permissions following separation, or negligent, improper, or unauthorized use or dissemination of any information.
12. For all records containing Personal Information released to a Third Party End User, maintain records identifying each person or entity that receives the personal information and the permitted purpose for which it will be used for a period of five (5) years. The Requesting Party shall provide these records or otherwise make these records available for inspection within five (5) business days of a request by the Providing Agency.
13. Pay all costs associated with electronic access of the Providing Agency's driver license and/or motor vehicle information. The Requesting Party shall:
 - a. Maintain an account with a banking institution as required by the Providing Agency.
 - b. Complete and sign the appropriate document(s) to allow the Providing Agency's designated banking institution to debit the Requesting Party's designated account.
 - c. Pay all fees due the Providing Agency by way of the Automated Clearing House account of the Providing Agency's designated banking institution. Collection of transaction fees from eligible and authorized Third Party End Users is the responsibility of the Requesting Party.
14. Notify the Providing Agency within five (5) business days of any changes to the name, address, telephone number and/or email address of the Requesting Party, its Point-of-Contact for Consumer Complaints, and/or its Technical Contact. The information shall be e-mailed to DataListingUnit@thsmv.gov. Failure to update this information as required may adversely affect the timely receipt of information from the Providing Agency.
15. Immediately notify the Providing Agency of any change of FTP/SFTP for the receipt of data under this MOU. Failure to update this information as required may adversely affect the timely receipt of information from the Providing Agency.

16. Understand that this MOU is subject to any restrictions, limitations or conditions enacted by the Florida Legislature, which may affect any or all terms of this MOU. The Requesting Party understands that they are obligated to comply with all applicable provisions of law.
17. Timely submit statements required in Section VI. Compliance and Control Measures, subsections B and C.
18. A Requesting Party who has not previously received records from the Providing Agency shall utilize web services currently offered by the Providing Agency rather than batch/FTP/SFTP processes. Also, any Requesting Party using the FTP/SFTP processes agrees to transition to web services, where available, within six months (6) months of the Providing Agency's request.
19. The Requesting Party shall cooperate and ensure that its subcontractors, if any, cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes.
20. If the Requesting Party has a public facing website that allows an individual to obtain driver license and/or motor vehicle information, the following minimum requirements must be in place prior to the transmission of data:
 - a. Safeguards to ensure information obtained through the website is only disclosed to individuals authorized to receive it under 18 U.S.C. §2721(b). This includes internal controls to prevent or detect instances in which an individual attempts to purchase a record other than their own and/or to verify that the requestor meets a DPPA exemption.
 - b. If the Requesting Party intends to allow an individual to purchase their own transcript from the Requesting Party's website utilizing the DPPA exemption provided by 18 U.S.C. §2721(b)(13),, a process to verify that the payment instrument used to authorize the purchase is in the same name as the transcript being requested.
 - c. Safeguards to ensure that information is provided through the website only for the expressed purposes as described in Attachment I of this MOU.
 - d. Use of Transport Layer Security version 1.2 or later for encryption of data in transit and in session state.
 - e. Safeguards to ensure that the website is periodically scanned by a qualified external vendor for system vulnerabilities and all identified vulnerabilities are promptly remediated.
 - f. Safeguards to ensure that all systems that process driver license or motor vehicle information adhere to a formalized patch management process.

V. Safeguarding Information

The Parties shall access, disseminate, use and maintain all information received under this MOU in a manner that ensures its confidentiality and proper utilization in accordance with Chapter 119, Florida Statutes, and DPPA. Information obtained under this MOU shall only be disclosed to persons to whom disclosure is authorized under Florida law and federal laws. Any disclosure of information shall be in accordance with 18 U.S.C. §2721(c). In the event of a security breach, the Requesting Party agrees to comply with the provisions of Section 501.171, Florida Statutes.

Any person who knowingly violates any of the provisions of this section may be subject to criminal punishment and civil liability, as provided in Sections 119.10 and 775.083, Florida Statutes. In addition, any person who knowingly discloses any information in violation of DPPA may be subject to criminal sanctions, including fines, and civil liability.

In an effort to ensure information is only used in accordance with Chapter 119, Florida Statutes, and DPPA, the Providing Agency may include control records in the data provided in an effort to identify misuse of the data.

The Requesting Party shall notify the Providing Agency of any of the following within five (5) business days:

- A. Termination of any agreement/contract between the Requesting Party and any other State/State Agency due to non-compliance with DPPA, data breaches, or any state laws relating to the protection of driver privacy. The Requesting Party shall also notify the Providing Agency if any State/State Agency declines to enter into an agreement/contract with the Requesting Party to provide DPPA protected data.
- B. Any pending litigation alleging DPPA violations or under any state law relating to the protection of driver privacy.
- C. Any instance where the Requesting Party is found guilty or liable by a court of competent jurisdiction for misuse of data under DPPA or under any state law relating to the protection of driver privacy.
- D. Any instance where the owner, officer, or control person of the Requesting Party owned a majority interest in, or acted as a control person of, an entity that was found guilty or liable by a court of competent jurisdiction for misuse of data under DPPA or under any state law relating to the protection of driver privacy.
- E. A breach of security as defined by Section 501.171, Florida Statutes.

The Parties mutually agree to the following:

- A. Information exchanged will not be used for any purposes not specifically authorized by this MOU and its attachments. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purpose, personal use, and the dissemination, sharing, copying or passing of this or any unauthorized information to unauthorized persons.
- B. The Requesting Party shall not indemnify and shall not be liable to the Providing Agency for any driver license or motor vehicle information lost, damaged, or destroyed as a result of the electronic exchange of data pursuant to this MOU, except as otherwise provided in Section 768.28, Florida Statutes.
- C. Information obtained from the Providing Agency will be stored in a location that is physically and logically secure from access by unauthorized persons.
- D. The Requesting Party shall develop security requirements and standards consistent with Section 282.318, Florida Statutes, Florida Administrative Code Rule 60GG-2 (Formerly 74-2, FAC), and the Providing Agency's security policies; and employ adequate security measures to protect Providing Agency's information, applications, data, resources, and services. The applicable Providing Agency security policies are set forth in Attachment III.
- E. Access to the information received from the Providing Agency will be protected in such a way that

unauthorized persons cannot view, retrieve, or print the information.

- F. All personnel with access to the information exchanged under the terms of this MOU will be instructed of, and acknowledge their understanding of, the confidential nature of the information. These acknowledgements must be maintained in a current status by the Requesting Party and provided to the Providing Agency within ten (10) business days of a request.
- G. All personnel with access to the information will be instructed of and acknowledge their understanding of the civil and criminal sanctions specified in state and Federal law for unauthorized use of the data. These acknowledgements must be maintained in a current status by the Requesting Party and provided to the Providing Agency within ten (10) business days of a request.
- H. All access to the information must be monitored on an ongoing basis by the Requesting Party. In addition, the Requesting Party must complete an Annual Certification Statement to ensure proper and authorized use and dissemination of information and provide it to the Providing Agency pursuant to Section VI. B, below.
- I. All data received from the Providing Agency shall be encrypted during transmission to Third Party End Users using Transport Layer Security (TLS) version 1.2 or higher encryption protocols. Alternate encryption protocols are acceptable only upon prior written approval by the Providing Agency.
- J. By signing the MOU, the representatives of the Providing Agency and Requesting Party, on behalf of the respective Parties, attest and ensure that the confidentiality of the information exchanged will be maintained.

VI. Compliance and Control Measures

- A. **Internal Control and Data Security Audit** - This MOU is contingent upon the Requesting Party having appropriate internal controls in place at all times that data is being provided/received pursuant to this MOU to ensure that the data is protected from unauthorized access, distribution, use, modification, or disclosure. The Requesting Party must submit an Internal Control and Data Security Audit from a currently licensed Certified Public Accountant, on or before the first anniversary of the execution date of this MOU or within one hundred twenty (120) days from receipt of a request from the Providing Agency. Government agencies may submit the Internal Control and Data Security Audit from their Agency's Internal Auditor or Inspector General. The audit shall indicate that the internal controls governing the use and dissemination of personal data have been evaluated in light of the requirements of this MOU, and applicable laws and are adequate to protect the personal data from unauthorized access, distribution, use, modification, or disclosure. This includes both policies/procedures in place for personnel to follow and data security procedures/policies in place to protect personal data. The audit shall certify that the data security procedures/policies have been approved by a Risk Management IT Security Professional. The audit shall also certify that any and all deficiencies/issues found during the audit have been corrected and measures enacted to prevent recurrence. The audit must have an original signature of the CPA and the Requesting Party's agency head, owner, officer, or control person designated by Letter of Delegation to execute contracts/agreements on their behalf. The audit shall be sent via Certified U.S. Mail to the Providing Agency as set forth in Section XI, Notices.
- B. **Annual Certification Statement** - The Requesting Party shall submit to the Providing Agency an annual statement indicating that the Requesting Party has evaluated and certifies that it has adequate controls in place to protect the personal data from unauthorized access, distribution, use, modification, or disclosure, and is in full compliance with the requirements of this MOU and applicable

laws. The Requesting Party shall submit this statement annually, within fifteen (15) business days after the anniversary of the execution date of this MOU. (NOTE: During any year in which an Internal Control and Data Security Audit is conducted, submission of the Internal Control and Data Security Audit may satisfy the requirement to submit an Annual Certification Statement.) Failure to timely submit the certification statement may result in an immediate termination of this MOU.

In addition, prior to expiration of this MOU, if the Requesting Party intends to enter into a new MOU, a certification statement attesting that appropriate controls remained in place during the final year of the MOU and are currently in place shall be required to be submitted to the Providing Agency prior to issuance of a new MOU.

- C. Misuse of Personal Information** – The Requesting Party must notify the Providing Agency in writing of any incident where it is suspected or confirmed that personal information has been compromised as a result 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 the Requesting Party's letterhead and include each of the following: a brief summary of the incident; the outcome of the review; the date of the occurrence(s); the number of records compromised; the name or names of personnel responsible; whether disciplinary action or termination was rendered; and whether or not the persons whose personal information was compromised were notified. The statement shall also indicate the steps taken, or to be taken, by the Requesting Party to ensure that misuse of data does not continue or recur. This statement shall be mailed to the Providing Agency's Bureau Chief of Records at the address indicated in XI, Notices A., above. (NOTE: If an incident involving breach of personal information did occur and the Requesting Party did not notify the owner(s) of the compromised records, the Requesting Party must indicate why notice was not provided.

In addition, the Requesting Party shall comply with the applicable provisions of Section 501.171, Florida Statutes, regarding data security and security breaches, and shall strictly comply and be solely responsible for adhering to the provisions regarding notice provided therein.

- D. Consumer Complaints** – The Requesting Party shall provide a point-of-contact for consumer complaints. In the event the Providing Agency receives a consumer complaint regarding misuse of DPPA protected information, the Requesting Party shall review and investigate the complaint. The Requesting Party shall provide its findings to the Providing Agency within fifteen (15) business days from the date they were notified by the Providing Agency.

Consumer Complaint Point-of-Contact Information:

Name: Rob Shelt

Email: rshelt@pbcgov.org

Phone Number: 561-712-6605

- E. Control Records** - In the event a control record inserted into data received by the Requesting Party is used in a manner that does not comply with DPPA or state law, the Requesting Party shall conduct an investigation of any Third Party End Users who obtained the record from the Requesting Party. As part of this provision, the Requesting Party shall also retain the authority to require Third Party End Users to investigate the Downstream Entities' handling and distribution of data subject to DPPA protection and to provide the results of the investigation to the Requesting Party. The Requesting Party shall provide the results of the investigation(s) and the documents and information collected therein to the Providing Agency within fifteen (15) business days.

VII. Liquidated Damages

Unless the Requesting Party is a state agency, the Providing Agency reserves the right to impose liquidated damages upon the Requesting Party.

Failure by the Requesting Party to meet the established requirements of this MOU may result in the Providing Agency finding the Requesting Party to be out of compliance, and, all remedies provided in this MOU and under law, shall become available to the Providing Agency.

A. General Liquidated Damages

In the case of a breach or misuse of data due to non-compliance with DPPA, Sections 119.0712(2) and 501.171, Florida Statutes, or any other state laws designed to protect a driver's privacy and motor vehicle information, the Providing Agency may impose upon the Requesting Party liquidated damages of up to \$25.00 per record.

In imposing liquidated damages, the Providing Agency will consider various circumstances including, but not limited to:

1. The Requesting Party's history with complying with DPPA, Sections 119.0712(2) and 501.171, Florida Statutes, or any other state laws designed to protect a driver's privacy;
2. Whether the Requesting Party self-reported violations of this MOU to the Providing Agency prior to discovery by the Providing Agency;
3. Whether the Requesting Party violated this MOU over an extended period of time;
4. Whether the Requesting Party's violation of this MOU directly or indirectly resulted in injury, and the nature and extent of the injury;
5. The number of records involved or impacted by the violation of this MOU;
6. Whether, at the time of the violation, the Requesting Party had controls and procedures that were implemented and reasonably designed to prevent or detect violations of this MOU; and,
7. Whether the Requesting Party voluntarily made restitution or otherwise remedied or mitigated the harm caused by the violation of this MOU.

In lieu of paying liquidated damages upon assessment, the Requesting Party may elect to temporarily suspend the MOU, contingent upon its submission of a written statement agreeing not to obtain data from the Providing Agency through remote electronic means until such time as the liquidated damages are paid in full. Such statement shall be signed by the Requesting Party's authorized representative and shall be submitted to the Providing Agency within five days of receipt of notice that damages are being assessed.

B. Corrective Action Plan (CAP)

1. If the Providing Agency determines that the Requesting Party is out of compliance with any of the provisions of this MOU and requires the Requesting Party to submit a CAP, the Providing Agency may require the Requesting Party to submit a Corrective Action Plan (CAP) within a specified timeframe. The CAP shall provide an opportunity for the Requesting Party to resolve deficiencies without the Providing Agency invoking more serious remedies, up to and including MOU termination.

2. In the event the Providing Agency identifies a violation of this MOU, or other non-compliance with this MOU, the Providing Agency shall notify the Requesting Party of the occurrence in writing. The Providing Agency shall provide the Requesting Party with a timeframe for corrections to be made.
3. The Requesting Party shall respond by providing a CAP to the Providing Agency within the timeframe specified by the Providing Agency.
4. The Requesting Party shall implement the CAP only after the Providing Agency's approval.
5. The Providing Agency may require changes or a complete rewrite of the CAP and provide a specific deadline.
6. If the Requesting Party does not meet the standards established in the CAP within the agreed upon timeframe, the Requesting Party shall be in violation of the provisions of this MOU and shall be subject to liquidated damages and other remedies including termination of the MOU.

Except where otherwise specified, liquidated damages of \$25.00 per day may be imposed on the Requesting Party for each calendar day that the approved CAP is not implemented to the satisfaction of the Providing Agency.

VIII. Agreement Term

This MOU shall take effect upon the date of last signature by the Parties and shall remain in effect for three (3) years from this date unless terminated or cancelled in accordance with Section X, Termination and Suspension. Once executed, this MOU supersedes all previous agreements between the parties regarding the same subject matter.

IX. Amendments

This MOU incorporates all negotiations, interpretations, and understandings between the Parties regarding the same subject matter and serves as the full and final expression of their agreement. This MOU may be amended by written agreement executed by and between both Parties. Any change, alteration, deletion, or addition to the terms set forth in this MOU, including to any of its attachments, must be by written agreement executed by the Parties in the same manner as this MOU was initially executed. If there are any conflicts in the amendments to this MOU, the last -executed amendment shall prevail. All provisions not in conflict with the amendment(s) shall remain in effect and are to be performed as specified in this MOU.

X. Termination and Suspension

- A. This MOU may be unilaterally terminated for cause by either party upon finding that the terms and conditions contained herein have been breached by the other party. Written notice of termination shall be provided to the breaching party; however, prior-written notice is not required and notice may be provided upon cessation of work under the agreement by the non-breaching party.
- B. In addition, this MOU is subject to unilateral suspension or termination by the Providing Agency without notice to the Requesting Party for failure of the Requesting Party to comply with any of the requirements of this MOU, or with any applicable state or federal laws, rules, or regulations, including, but not limited to, DPPA, Sections 119.0712(2) and 501.171, Florida Statutes, or any laws designed to protect driver privacy.
- C. This MOU may also be cancelled by either party, without penalty, upon thirty (30) business days advanced written notice to the other party. All obligations of either party under the MOU will remain in full force and effect during the thirty (30) business day notice period.

D. This MOU may be terminated by the Providing Agency if the Requesting Party, or any of its majority owners, officers or control persons are found by a court of competent jurisdiction to have violated any provision of any state or federal law governing the privacy and disclosure of personal information. This MOU may be terminated in the event any agreement/contract between the Requesting Party and any other state/state agency is terminated due to non-compliance with DPPA or data breaches, or any state laws designed to protect driver privacy. The Requesting Party will have 10 days from any action described above to provide mitigating information to the Providing Agency. If submitted timely, the Providing Agency will take the mitigation into account when determining whether termination of the MOU is warranted.

XI. Notices

Any notices required to be provided under this MOU shall be sent via Certified U.S. Mail and email to the following individuals:

For the Providing Agency:

Chief, Bureau of Records
2900 Apalachee Parkway
Tallahassee, Florida 32399
Tel: (850) 617-2702
Fax: (850) 617-5168
E-mail: DataListingUnit@flhsmv.gov

For the Requesting Party:

Requesting Party's Business Point-of-Contact listed on the signature page.

XII. Additional Database Access/Subsequent MOU's

The Parties understand and acknowledge that this MOU entitles the Requesting Party to specific information included within the scope of this MOU. Should the Requesting Party wish to obtain access to other personal information not provided hereunder, the Requesting Party will be required to execute a subsequent MOU with the Providing Agency specific to the additional information requested. All MOU's granting access to personal information will contain the same clauses as are contained herein regarding audits, report submission, and the submission of Certification statements.

The Providing Agency is mindful of the costs that would be incurred if the Requesting Party was required to undergo multiple audits and to submit separate certifications, audits, and reports for each executed MOU. Accordingly, should the Requesting Party execute any subsequent MOU's with the Providing Agency for access to personal information while the instant MOU remains in effect, the Requesting Party may submit a written request, subject to Providing Agency approval, to submit one of each of the following covering all executed MOU's: Certification; Audit; and/or to have conducted one comprehensive audit addressing internal controls for all executed MOU's. The Providing Agency shall have the sole discretion to approve or deny such request in whole or in part or to subsequently rescind an approved request based upon the Requesting Party's compliance with this MOU and/or any negative audit findings.

XIII. Public Records Requirements

The parties to this MOU recognize and acknowledge that any agency having custody of records made or received in connection with the transaction of official business remains responsible for responding to public records requests for those records in accordance with applicable law (specifically, Chapter 119, Florida Statutes) and that public records that are exempt or confidential from public records disclosure requirements will not be disclosed except as authorized by law.

If the Requesting Party is a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, the Requesting Party agrees to comply with the following requirements of Florida's public records laws:

1. Keep and maintain public records required by the Providing Agency to perform the service.
2. Upon request from the Providing Agency's custodian of public records, provide the Providing Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Requesting Party does not transfer the records to the Providing Agency.
4. Upon termination or expiration of the MOU, the Requesting Party agrees they shall cease disclosure or distribution of all data provided by the Providing Agency. In addition, the Requesting Party agrees that all data provided by the Providing Agency remains subject to the provisions contained in DPPA and Sections 119.0712 and 501.171, Florida Statutes.

IF THE REQUESTING PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE REQUESTING PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, OGCfiling@flhsmv.gov, OFFICE OF GENERAL COUNSEL, 2900 APALACHEE PARKWAY, and STE. A432, TALLAHASSEE, FL 32399-0504.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, the Parties hereto, have executed this MOU by their duly authorized officials on the date(s) indicated below.


REQUESTING PARTY:

Palm Beach County Board of County Commissioners
Requesting Party Name
50 South Military Trail
Street Address
201
Suite
West Palm Beach FL 33415
City State ZIP

BY:


Signature of Authorized Official
Stephanie Sejnoha
Printed/Typed Name
Director, Public Safety Department
Title
1/14/21
Date
ssejnoha@pbcgov.org
Official Requesting Party Email Address
561-712-6473
Phone Number

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
Jean-Adel Williams
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: 
Rob Shelt
Director, Consumer Affairs

BUSINESS POINT-OF-CONTACT:

Rob Shelt
Printed/Typed Name
rshelt@pbcgov.org
Official Requesting Party Email Address
561-712-6605 / 561-712-6610
Phone Number Fax Number

TECHNICAL POINT-OF-CONTACT:

Dianne White
Printed/Typed Name
dwhite@pbcgov.org
Official Requesting Party Email Address
561-712-6621 / 561-712-6610
Phone Number Fax Number

PROVIDING AGENCY:

Florida Department of Highway Safety and Motor Vehicles
Providing Agency Name
2900 Apalachee Parkway
Street Address
Suite
Tallahassee, Florida 32399
City State Zip Code

BY:

DocuSigned by:

Signature of Authorized Official
Mark Hernandez
Printed/Typed Name
Bureau Chief, Purchasing & Contracts
Chief, Bureau of Purchasing and Contracts
5/21/2021
Date
MarkHernandez@flhsmv.gov
Official Providing Agency Email Address
850 617-3189
Phone Number

ATTACHMENT I

FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES Request For Exempt Personal Information In A Motor Vehicle/Driver License Record

The Driver's Privacy Protection Act, 18 United States Code sections 2721("DPPA") makes personal information contained in motor vehicle or driver license records confidential and exempt from disclosure. Personal information in a motor vehicle or driver license record includes, but is not limited to, an individual's social security number, driver license or identification number, name, address and, medical or disability information. Personal information does not include information related to driving violations and driver status. Personal information from these records may only be released to individuals or organizations that qualify under one of the exemptions provided in DPPA, which are listed on the back of this form.

In lieu of completing this form, a request for information may be made in letter form (on company/agency letterhead, if appropriate) stating the type of information being requested, the DPPA exemption(s) under which the request is being made, a detailed description of the how the information will be used, and a statement that the information will not be used or redisclosed except as provided in DPPA. If the information is provided on letterhead it must include a statement that the information provided is true and correct, signed by the authorized official under penalty of perjury, and notarized.

I am a representative of an organization requesting personal information for one or more records as described below. I declare that my organization is qualified to obtain personal information under exemption number(s) 1 _____, as listed on page 3 of this form.

I understand that I shall not use or redisclose this personal information except as provided in DPPA and that any use or redisclosure in violation of these statutes may subject me to criminal sanctions and civil liability.

Complete the following for each DPPA exemption being claimed. (attached additional page, if necessary):

DPPA Exemption Claimed:	Description of How Requesting Party Qualifies for Exemption:	Description of how Data will be used:
1	For use by any government agency in carrying out it's functions	The information requested is required for our agency to carry out its function of evaluating applicants who wish to receive an I.D. badge and/or vehicle decal for the purpose of operating in Palm Beach County, FL. The data will provide part of the information needed to assess each person's application based on Palm Beach County Code of Ordinances, Article VII - Tow Truck Section 19-199 (a) (3) and Article IX - Vehicle For Hire Section 19-227 (a) (3). The assessment and licensing is required to protect the health and safety of the citizens in Palm Beach County, FL.

Obtaining personal information under false pretenses is a state and federal crime. Under penalties of perjury, I declare that I have read the foregoing Request For Exempt Personal Information in A Motor Vehicle/Driver License Record and that the facts stated in it are true and correct.

Stephanie Sejnoha
Signature of Authorized Official

Stephanie Sejnoha
Printed Name

1/14/21
Date

Director, Public Safety Department
Title

Palm Beach County Board of County Commissioners
Name of Agency/Entity

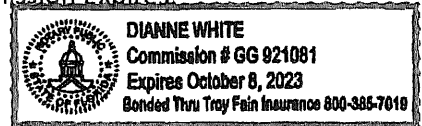
STATE OF Florida
COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me this 14th day of Jan, 2021 by Stephanie Sejnoha

Personally Known OR Produced Identification
Type of Identification Produced _____

Dianne White
NOTARY PUBLIC (print name)

Dianne White
NOTARY PUBLIC (sign name)
My Commission Expires: _____



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Jean-Adel Williams
Jean-Adel Williams
Assistant County Attorney

APPROVED AS TO
TERMS AND CONDITIONS

By: Rob Shelt
Rob Shelt
Consumer Affairs Director

Pursuant to section 119.0712(2), F. S., personal information in motor vehicle and driver license records can be released for the following purposes, as outlined in 18 United States Code, section 2721.

Personal information referred to in subsection (a) shall be disclosed 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 and dealers by motor vehicle manufacturers, and removal of non-owner records from the original owner records of motor vehicle manufacturers to carry out the purposes of titles I and IV of the Anti Car Theft Act of 1992, the Automobile Information Disclosure Act (15 U.S.C. 1231 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), and chapters 301, 305, and 321-331 of title 49, and, subject to subsection (a)(2), may be disclosed as follows.

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.
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.
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.

Agency/Business Name: Palm Beach County Board of County Commissioners

DATA ACCESS SPECIFICATIONS				
ATTACHMENT II - Jobs and Processes Selected				
Mode of Access	Type of Data requested	Statutory Fees (subject to change by the Legislature)		
Batch (FTP)	DL Data		\$0.01/record, per Sec 322.20, F. S.	No Charge
	MV Data		\$0.01/record, per Sec 320.05, F.S.	No Charge
	DL Status (DSS600/605)		\$0.01, \$0.50, \$2.00/record, per Sec 320.05, F.S.	No Charge
Program/Job Name				
IP Address(es)				
Web Services				
Driver Transcript Web Service	DL Transcript (3 Year) (old DTR060)		\$8.00; \$2.00/record not found/Sec. 322.20, F.S.	No Charge
	✓ DL Transcript (7 Year or Complete) (old DTR060)	✓	\$10.00; \$2.00/record not found/Sec. 322.20, F.S.	No Charge
	Bulk Lookback (old DMS485)		\$0.01/record; \$2.00/record not found/Sec 322.20, F.S.	No Charge
Public Access Web Service	DL Status		\$0.50/ record, per Sec 320.05, F.S.	No Charge
	MV Record		\$0.50/ record, per Sec 320.05, F.S.	No Charge
	Insurance Record		\$0.50/ record, per Sec 320.05, F.S.	No Charge
	Parking Permit Record		\$0.50/ record, per Sec 320.05, F.S.	No Charge
Penny Vendor DL Web service	DL update file of issuance/ purge records (old DFO292)		\$0.01/record, per Sec 322.20, F. S.	No Charge
Renewal Notification Web service	MV renewal file			No charge
Residency Verification Web service	Residency Verification			No charge
Other Web Services				No charge

Terry L. Rhodes
Executive Director



2800 Apalachee Parkway
Tallahassee, Florida 32309-0600
www.flhsmv.gov

Data Access Technical Specifications Questionnaire
Agency: Palm Beach County Board of County Commissioners

- I. **Access Method or Condition.** The Requesting Party shall attest to their respective statutory eligibility to receive DPPA protected information contained in HSMV records by completing the Florida Department of Highway Safety and Motor Vehicles Request for Exempt Personal information in a Driver License/Motor Vehicle Record form.
- II. **Access Specifications.** Please provide a description of the specific data being requested, the statutory authority/DPPA exemption for receiving the data, and specific use, in the space below:

Description of specific data needed	Description of specific use of data, to include statutory and/or DPPA authority to receive data.
1. DL validity 2. Length of time DL has been valid 3. Lifetime driving record history	The information requested is required for our agency to carry out its function of evaluating applicants who wish to receive an I.D. badge and/or vehicle decal for the purpose of operating in Palm Beach County, FL. The data will provide part of the information needed to assess each person's application based on Palm Beach County Code of Ordinances, Article VII - Tow Truck Section 19-199 (a) (3) and Article IX - Vehicle For Hire Section 19-227 (a) (3). The assessment and licensing is required to protect the health and safety of the citizens in Palm Beach County, FL.

III. **Method of receiving/accessing data:**

Public Access / Web service: This service provides basic driver information and eligibility. It also provides motor vehicle information. This service is available to private agencies for \$0.50 per record search and is at no charge for governmental agencies.

The API specifications for this service can be found at URL: <https://betaservices.flhsmv.gov/PublicAccess/>.

Driver Transcript / Web Service: 3 year, 7 year and complete driver license transcripts are available through this service. This service is available to private, city and county agencies for \$8.00 for a 3 year transcript and \$10.00 for a 7 year or complete transcript per record. Transcripts are provided at no charge to law enforcement agency, federal and state agencies.

• Service • Integrity • Courtesy • Professionalism • Innovation • Excellence •
An Equal Opportunity Employer

Lookback Transcript service - This option within the driver transcript web service reviews each driver license number provided and returns transcripts for only those driver records who have had a sanction or a conviction added onto their record within the selected lookback period (1-36 months.) A Transcript will NOT be returned on those drivers who do not meet the above criteria. Transcripts requested can be (\$8.00) 3 year, (\$10.00) 7 year or (\$10.00) complete; \$2.00 for record not found and \$0.01 for a DL# not meeting the criteria.

The API specification for the driver transcripts web service can be provided on request. Access is by a user id and a password. There is no web page, as such, for the user.

Batch/FTP

DSS600/605 - This does not provide a driver transcript but will provide pertinent information only on those drivers whose status is ineligible. You will receive such information as the type of sanction, reason, and effective date. A response will not be given on eligible drivers. License type is NOT provided in the output file. A fee of .50 for each inquiry whose status is ineligible and a fee of .01 for all drivers whose status is eligible. This service is free to all government agencies. Data is returned in a Flat file format.

MFM016 - Motor vehicle data for owner information based on TAG/VIN provided. This is a batch process and the data is returned in a flat file format. This service is available to private agencies for \$0.01 per record searched and is at no charge for governmental agencies.

DL/MV database - We also provide a Driver License and Motor Vehicle Database for \$0.01 per record, with weekly or monthly updates. The DL penny updates will be available through a web service and data is returned in JSON format. The MV update files are provided through batch/FTP process and data is returned as flat files.

Other Motor Vehicle services

Renewal data is available for vendors handling renewal notifications on behalf of Tax Collectors. This is a web service and the data is returned in a JSON format.

Important - Payment process: Automatic debits to your bank account will be made whenever the services are utilized. Prior to setup for above services, a debit authorization form should be completed by you and your banking institution and returned to us. This will allow DHSMV to debit your account. Please note that there is no other method of payment when utilizing the above services for a charge.

Note: If you are a private entity, please include the following:

- a. Document reflecting FEIN#
- b. Copy of your Florida Business License.
- c. A copy of your State of Florida corporation licensure or certification/copy of Sunbiz Certification.
- d. If claiming DPPA exemption #1, a letter from the Government agency you work on behalf of or are provide services to.

Palm Beach County Board of County Commissioners

Entity or Agency name:

50 South Military Trail, Suite 201

Entity or Agency Address:

West Palm Beach, FL 33415

City, State, Zip:

Ssejnoha

Signature of Authorized Official

Stephanie Sejnoha

Printed/Typed Name

Director, Public Safety Department

Title

1/14/21

Date

ssejnoha@pbcgov.org

E-Mail Address

561-712-6473

Phone Number

561-712-6610

Fax Number

Technical Contact:

Dianne White

Printed/Typed Name

dwhite@pbcgov.org

E-Mail Address

561-712-6610

Phone Number

APPROVED AS TO FORM
& LEGAL SUFFICIENCY

By: *Jean-Adel Williams*
Jean-Adel Williams
Assistant County Attorney

APPROVED AS TO
TERMS & CONDITIONS

By: *Rob Shelt*
Rob Shelt,
Consumer Affairs Director

Terry L. Rhodes
Executive Director



FLORIDA HIGHWAY SAFETY AND MOTOR VEHICLES

2900 Apalachee Parkway
Tallahassee, Florida 32309-0500
www.flhsmv.gov

Data Access Application

Prior to executing the Memorandum of Understanding (MOU) for Driver License and/or Motor Vehicle Data Exchange, the Requesting Party is required to complete this application. Please use additional pages as necessary.

- 1. In the last ten (10) years, has any agreement/contract between the Requesting Party and/or any other State/State Agency been terminated due to non-compliance with DPPA, data breaches, or any state laws relating to the protection of driver privacy? Yes No If yes, please explain and supply certified copies of the pertinent documents:

[Empty text box for response to question 1]

- 2. In the last ten (10) years, has any State/State Agency declined to enter into an agreement/contract with the Requesting Party to provide DPPA protected data? Yes No If yes, please explain:

[Empty text box for response to question 2]

- 3. Is there any pending litigation against the Requesting Party alleging violations of DPPA or any state law relating to the protection of driver privacy? Yes No If yes, please explain and provide a certified copy of the pertinent court documents:

[Empty text box for response to question 3]

- 4. In the last ten (10) years, has there been any instance where the Requesting Party has been found guilty or liable by a court of competent jurisdiction for misuse of data under DPPA or under any state law relating to the protection of driver privacy? Yes No If yes, please explain and provide certified copies of the pertinent documents:

[Empty text box for response to question 4]

5. In the last ten (10) years, has there been any instance where an owner, officer, or control person¹ of the Requesting Party who owned a majority interest in, or acted as a control person of, an entity that was found guilty or liable by a court of competent jurisdiction for misuse of data under DPPA or under any state law relating to the protection of driver privacy? Yes No If yes, please explain and provide certified copies of the pertinent documents:

6. In the last ten (10) years, has there been any breach of security as defined by Section 501.171, Florida Statutes? Yes No If yes, provide details of each breach and discuss all safeguards implemented as a result of the breach of security:

7. How you will ensure that all personnel with access to the information exchanged under the terms of the MOU are instructed of, and acknowledge their understanding of, the confidential nature of the information?

Instruction to personnel regarding the terms of the MOU are provided to personnel in a face-to-face meeting. Personnel sign a statement acknowledging the confidential nature of the information.

8. Does your company or agency have a public facing website that allows an individual to purchase driver license/motor vehicle information? Yes No

If yes, please provide the URL: _____

In addition, please indicate whether your agency has the following minimum requirements listed below in place:

- A. Safeguards to ensure information obtained through the website is only disclosed to individuals authorized to receive it under 18 U.S.C. §2721(c). This includes internal controls to prevent or detect instances in which an impostor attempts to purchase a record other than their own and/or to verify that the requestor meets a DPPA exemption. Yes No N/A

Please describe safeguards:

N/A

¹ Control Person, for these purposes, means the power, directly or indirectly, to direct the management or policies of a company, whether through the ownership of securities, by contract, or otherwise. Any person that (i) is a director, general partner, or officer exercising executive responsibility (or having similar status or functions); (ii) directly or indirectly has the right to vote 25% or more of a class of a voting security or has the power to sell or direct the sale of 25% or more of a class of voting securities; or (iii) in the case of a partnership, has the right to receive upon dissolution, or has contributed, 25% or more of the capital, is presumed to control that company.

B. Do you intend to allow individuals to purchase their own transcript from your public facing website, utilizing DPPA exemption number 13? Yes No N/A

C. If the answer to the previous question is yes, do you have a process in place to verify that the payment instrument used to authorize the purchase is in the same name as the transcript being requested? Yes No N/A

Please explain the process:

D. Do you only provide information through the website for the expressed purposes as described in Attachment I of this MOU? Yes No N/A

E. Does the website utilize Transport Layer Security version 1.2 or later for encryption of data in transit and in session state? Yes No N/A

Please explain:

F. Is the website periodically scanned by a qualified external vendor for system vulnerabilities? Yes No N/A

G. If the answer to the previous question is yes, are identified vulnerabilities promptly remediated? Yes No N/A

Please explain:

9. Do all systems that process driver license / motor vehicle information adhere to a formalized patch management process? Yes No

Please explain:

Ivanti is the software used for patching.
Desktops are patched monthly.
Servers are patched quarterly.

In addition, the following documents are required:

- a. A copy of your business license.
- b. A copy of your State of Florida corporation licensure or certification.
- c. If providing services on behalf of a government entity, provide the supporting documentation to show or prove you are entitled to the DPPA exemption claimed. For example, a letter from each entity confirming the type of service being provided and/or an agreement with an entity authorizing you to conduct services.

Under penalty of perjury, I affirm that the information provided in this document is true and correct.

Stephanie Sejnoha
Signature of Authorized Official

Stephanie Sejnoha
Printed/Typed Name

Director, Public Safety Department
Title

1/14/21
Date

Palm Beach County Board of County Commissioners
NAME OF AGENCY/ENTITY

APPROVED AS TO FORM
& LEGAL SUFFICIENCY

By: Jean-Adel Williams
Jean-Adel Williams, Assistant County Attorney

APPROVED AS TO
TERMS & CONDITIONS

By: Rob Shelt
Rob Shelt, Consumer Affairs Director

STATE OF Florida
COUNTY OF Palm Beach

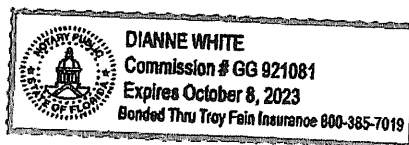
Sworn to (or affirmed) and subscribed before me this 14th day of JAN, 2021, by
Stephanie Sejnoha

Personally Known OR Produced Identification

Type of Identification Produced

Dianne White
NOTARY PUBLIC (print name)

Dianne White
NOTARY PUBLIC (sign name)
My Commission Expires: _____



Terry L. Rhodes
Executive Director



2900 Apalachee Parkway
Tallahassee, Florida 32399-0500
www.flhsmv.gov

CERTIFICATION STATEMENT

Under penalty of perjury I have read the requirements contained in the Memorandum of Understanding, Florida Administrative Code, Rule Chapter 60GG-2 (Formerly 74-2, FAC), and the Department of Highway Safety and Motor Vehicles External Information Security Policy and declare that the following is true:

The Requesting Party, Palm Beach County Board of County Commissioners hereby certifies that the Requesting Party has appropriate internal controls in place to ensure that the data is protected from unauthorized access, distribution, use, modification, or disclosure. This includes policies/procedures in place for both personnel to follow and data security procedures/policies to protect personal data. The data security procedures/policies have been approved by a Risk Management IT Security Professional.

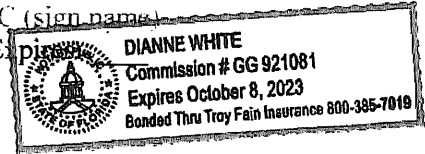
STATE OF Florida
COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me this 14th day of Jan, 2021, by Stephanie Sejnoha.

Personally Known OR Produced Identification
Type of Identification Produced _____

Dianne White
NOTARY PUBLIC (print name)

Dianne White
NOTARY PUBLIC (sign name)
My Commission Expires _____



Stephanie Sejnoha
Signature

Stephanie Sejnoha
Printed Name

Director, Public Safety Department
Title

1/14/21
Date

APPROVED AS TO
FORM AND LEGAL SUFFICIENCY

By: Jean-Adel Williams
Jean-Adel Williams, Assistant County Attorney

APPROVED AS TO
TERMS AND CONDITIONS

By: Rob Shelt
Rob Shelt, Consumer Affairs Director

Palm Beach County Board of County Commissioners
NAME OF AGENCY
(Rev. 11/2019)

• Service • Integrity • Courtesy • Professionalism • Innovation • Excellence •
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