

Access and Use of Drivers' License Files by State Labor Market Information Offices; Advancing the Cause

A Report from the July 2015
Data Sharing Sub-Committee
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National Association of State Workforce Agencies
Labor Market Information Committee

Sub-Committee Members:

Idaho, Nebraska, South Carolina, South Dakota and Wyoming¹

¹ The sub-committee extends its appreciation to Connecticut, Minnesota, New Jersey and Virginia for their contribution in completing this report.

A. Introduction

This publication is intended to facilitate State Labor Market Information (LMI) office access to demographics, social security numbers, and addresses from state drivers' license files for research purposes as part of a system of enhanced Unemployment Insurance (UI) wage records. A few LMI offices have had extensive research agendas using Department of Motor Vehicles (DMV) files for over a decade. Other states, e.g. Minnesota and New Jersey, have only recently gained access to DMV files, but in some cases the permissible uses are limited (e.g. New Jersey). DMV files can geometrically increase the value of LMI office products and services. However, states acting alone are much less likely to fully advance the value of their own products than states acting in concert. For this reason, the sub-committee is attempting to facilitate expansion of state LMI use of the DMV file for research purposes.

The federal statute governing the use of the DMV file is included as Appendix 1. The statute is codified at 18 USC Section 2721. Appendix 2 contains the agreements between LMI offices (or their contractor) and the state agency responsible for the DMV file. This appendix also includes an interstate data sharing agreement between a state LMI operation and another state's DMV office. In all cases where the data sharing agreements are explicit on the matter, rather than referencing another state statute without quoting from it, the agreement to share DMV files with LMI offices is based on PL 103-322 "section 2721(b) Permissible Uses. – Personal information ... may be disclosed as follows: (1) For use by any government agency ... in carrying out its functions." Our key finding then, is that LMI offices that access the DMV file do not have any special authority for their access that is denied to other LMI offices by virtue of federal statute. In one case (see Connecticut in Appendix 2) the same MOU is used to make the DMV file available to UI for enforcement purposes and to the LMI office for statistical purposes.

It is not known how many state workforce agencies currently access the DMV file for UI enforcement purposes nor to what extent this access is facilitated by written agreement. However, we speculate that the use of the DMV file for administrative purposes is wide spread. We have obtained an example of a written agreement between a UI entity and the DMV agency from Virginia and included it in Appendix 2.

The value of enhancing wage records with demographics is unmeasured. However, it is clear that much can be accomplished with these enhancements. The following uses, in approximate rank order of their value, have been developed:

1. DMV files have been used with wage records to create matched control groups for quasi-experimental program impact evaluation. This DMV application allows states to fulfill the requirement for rigorous program evaluations as specified in section 116 of WIOA. Matched control group impact evaluation incorporates market concepts into the management of public resources.
2. DMV files can enhance supply and demand analysis often simulating Current Population Survey concepts at the county level as well as interstate regional research. Occupational licensing and educational outcomes may also be linked to wage records for these analyses. Supply and demand can also include commuting analysis (and workplace safety research) tracking career paths, or describing the demographics of UI monetary eligibility are specialty areas of supply and demand analysis.

3. DMV files are also used in State Longitudinal, Workforce Data Quality Initiative, and similar environments to impute Social Security Numbers (SSN) by matching demographics from files that do not contain an SSN to demographics and social security numbers on the DMV file in order provide a link to wage records.

4. Enhancing survey data through the addition of demographics to measures of turnover and wage progression have been applied to add dimension to benefits surveys, employer satisfaction with training program participants, and in skills surveys.

For more than two decades there have been initiatives to enhance UI wage records through the collection of additional data elements for research purposes. These initiatives have met resistance as a function of employer reporting cost, UI program data management costs, and the cost of editing administrative data to meet statistical standards. On the other hand, the practice of linking other administrative and research files to wage records for LMI purposes burdens neither employers nor the UI system and yet can yield substantial benefits.

B. Examples of Current Research Uses of DMV Records

The following examples focus on the uses and benefits of linking wage records to the drivers' license (DMV) file. In some examples, file linkages involve multiple sources of administrative records including licensed occupations, UI or Workers' Compensation claims records, links to other states' wage records, or student records, but the net effect is the same in so far as the value of the product is contingent on the availability of the DMV file.

1. Matched Control Groups. Performance measurement in WIOA represents a non-experimental descriptive design to identify employment and earnings gain as a function of training. In this design, participant earnings gain could simply be a function of an improving economy, the selection of especially experienced workers for training, or a combination of economic improvement and an experienced set of training participants.

With the DMV file we can compare WIOA participant outcomes to a group of persons with very similar characteristics, but who do not receive training, on the same employment and earnings measures. Adding a comparison group of wage records matched on age, gender, and place of residence from the DMV file, and prior earnings and industry of employment in the comparison group, means that employment and earnings outcomes can be attributed with greater confidence to the single difference between the two groups: WIOA training. By adding the control, or comparison group, we change the design from descriptive to predictive analysis in which there is some assurance that the training results were not a function of the economy or the experience level of WIOA training participants.

Using matched control groups results in a near, or quasi-experimental research design, introducing the ideas of return on investment and due diligence to determining whether or not WIOA training produces

employment and earnings results that would not have occurred anyway. Matched control group impact evaluation incorporates market concepts into the management of public resources.

An example of impact analysis for a state training program using the DMV file can be found at <http://doe.state.wy.us/LMI/trends/0116/a1.htm>.

WIOA requires impact program evaluation:

“Section 116 (E) (1) In General – Using funds authorized under a core program and made available to carry out this section, the State ... shall carry out ongoing evaluations ... of activities carried out ... under such programs.”

“(2) Design -- ... The evaluations shall use designs that employ the most rigorous analytical and statistical methods that are reasonably feasible, such as the use of control groups.”

The availability of demographics for the creation of matched controls depends on access to the DMV file as well as demographics from other sources to ensure unbiased population coverage. There appears to be no other efficient resource for carrying out the responsibility of rigorous program evaluation other than through accessing the DMV file.

2. Demographics of the Labor Supply and Demand. Section 15 of the Wagner-Peyser Act states that the contents of the employment statistics system should include “... data from administrative reporting systems that ... enumerate...employment opportunities and conditions at national, State and local levels ... including employment and unemployment status of ... local populations.” The system is to include “employment and earnings information maintained in a longitudinal manner to be used for research and program evaluation.” Carrying out these functions by the states can be greatly enhanced with access to the DMV file. Wagner-Peyser clearly identifies LMI offices as an agency of the government and what “carrying out its functions” means under PL 103-322.

A. Complementing CPS concepts.

Demographics from the DMV file have a broad-based application in state LMI operations. One of the key uses of the DMV file is to simulate Current Population Survey concepts at the local level. An example of using the DMV file to reflect CPS modes of describing the demographics of the local labor supply can be found at http://doe.state.wy.us/LMI/w_r_research/toc.htm#d.

Box 1: Identification of Labor Shortage- New Entrants to the Labor Market Local Area Unemployment Statistics

Number and Percentage of Nebraska Workforce With and Without NE Drivers' License				
	Total	NE License	Difference	% Without License
Transportation and Warehousing	14,861	927	13,934	93.8%
Mining, Quarrying, and Oil and Gas Extraction	275	30	245	89.1%
Construction	8,477	1,849	6,628	78.2%
Agriculture, Forestry, Fishing and Hunting	4,021	1,400	2,621	65.2%
Administrative and Support and Waste Management and Remediation Services	11,035	3,994	7,041	63.8%
Professional, Scientific, and Technical Services	5,541	2,141	3,400	61.4%
Management of Companies and Enterprises	581	235	346	59.6%
Finance and Insurance	1,882	889	993	52.8%
Unknown	880	448	432	49.1%
Manufacturing	7,036	3,793	3,243	46.1%
Real Estate and Rental and Leasing	626	351	275	43.9%
Wholesale Trade	2,282	1,294	988	43.3%
Other Services (except Public Administration)	2,154	1,224	930	43.2%
Arts, Entertainment, and Recreation	2,680	1,541	1,139	42.5%
Accommodation and Food Services	15,935	9,681	6,254	39.2%
Information	1,001	617	384	38.4%
Utilities	174	110	64	36.8%
Health Care and Social Assistance	6,489	4,210	2,279	35.1%
Educational Services	4,212	2,783	1,429	33.9%
Retail Trade	13,038	8,893	4,145	31.8%
Public Administration	2,100	1,619	481	22.9%
Total	105,280	48,029	57,251	54.4%

Although demographic details such as age are only available for new entrants that have a Nebraska license or state ID, the industry in which people are employed is available for everyone through the wage record file (used to identify who the new entrants are). Having the complete count of new entrants and the total for those that match against the DMV records allows the difference to be calculated.

The difference in the total number of new entrants by industry and those which have a DMV matched record allows for an estimate of the new entrants coming from elsewhere or without a Nebraska license or state ID.

Overall, over 54% of new entrants into the Nebraska workforce do not have a Nebraska driver's license or state-issued ID. The percentages vary significantly by industry with over 93% of those in transportation and warehousing not having a Nebraska license versus just under 23% of those in public administration. Certain industries with a high percentage of new entrants without a Nebraska license such as mining or construction frequently bring in workers for projects that may be short-term. However, others with a high percentage such as professional, scientific, and technical services or finance and insurance may be recruiting talent from elsewhere.

Source: Excerpt from "New Nebraska Workers", S. Hunzeker, Nebraska Department of Labor, August 2015

B. Place of Residence and Place of Work; Commuting and Regional Labor Availability.

Intrastate commuting analysis for a Labor Market Area using DMV place of residence data elements, as defined by the Job Training Partnership Act, WIA and WIOA, was first demonstrated in 2001 under a contract for services (see <http://doe.state.wy.us/lmi/0901/a1.htm>).

DMV addresses linked to wage records have been used to conduct regional analysis with the addition of interstate data sharing agreements involving wage records.² Interstate commuting analysis for the northern most part of the front range of the Rockies, a coherent interstate market, was demonstrated in 2008 (see <http://doe.state.wy.us/LMI/commute.htm>). This analysis involved the use by Wyoming of DMV records acquired from the Colorado state agency administering the DMV program.

² "Administrative Records Sharing Between LMI Offices; Advancing the Cause." A Report from the January 2014 LMI Sub-Committee (December) 2014 (http://doe.state.wy.us/LMI/w_r_research/Final_Draft_NASWA12-10-14.pdf)

Addresses from the DMV files can be linked to subsets of the workforce, other than, or that complement industry as the basis for intra- and interstate commuting. The commuting patterns of first responders, high school graduates, job seeker, individuals with post high school credentials, re-employed UI claimants, or any other population for which the LMI office has an SSN denominated record can become the object of study. Analysis of commuting has been carried out by linking the QCEW, DMV files, wage records and Board of Nursing Files in 2008 (see http://doe.state.wy.us/LMI/nursing_retention_08.pdf; page 71) and for Teaching and non-teaching school district staff in 2013 (see http://doe.state.wy.us/LMI/education_costs/2013/monitoring_2013.pdf; page 39). The issue explored in these studies is the relationship between compensation, commuting distance, and retention. Commuting analysis, and its flexibility in the hands of a state analyst, is of great interest to the State Homeland Security Agency when the focus is on health care, first responders, or identifying the daytime population of localities.

The long commute: When combined with results from wage records interstate data sharing agreements, states can anticipate the potential impact of economies in decline on resident workers employed in other regions. For example, residents of Wyoming, based on drivers' license possession, who work in the oil and gas industry in Texas, could be expected to return to Wyoming when experiencing job loss associated with a decline in oil prices. The return to place of residence by UI claimants from Texas could affect local unemployment rates, CPS labor force estimates, and the amount of services required from Wyoming's One Stop system (see <http://doe.state.wy.us/LMI/trends/0415/a2.htm>).

Place of work and place of residence vary across the business cycle, and have occupation, industry, and compensation determinants. The DMV file is an important part of understanding how commuting dynamics affect regional labor market development. Absent the capacity to link data longitudinally, LMI offices and their customers are left with cross-sectional descriptive analysis rather than cultivating predictive analysis.

C. Turnover and Market Dynamics.

DMV files provide the option of studying wage progression across industries and over time for career path analysis. Turnover for any segment of demography and geography is essential to understanding the developmental needs of labor in the market and how employers can adapt to those changes. An example of how youth interact with education as they mature and emerge into the labor market was produced in 2014 (see <http://doe.state.wy.us/LMI/releases/2014/youth-employment-12-18-2014.pdf>).

Box 2: Nebraska's Workforce Data Quality Initiative Data Warehouse, First Work Experience and Pinpoint Labor Shortage

Percentage of Workforce by Industry and Age			
	16 and younger	16-19	20-24
Accommodation and Food Services	29.4%	36.2%	19.4%
Retail Trade	10.3%	26.4%	21.5%
Health Care and Social Assistance	4.6%	6.3%	7.9%
Arts, Entertainment, and Recreation	4.8%	5.4%	3.0%
Public Administration	6.9%	4.1%	2.8%
Educational Services	3.7%	3.2%	3.9%
Professional, Scientific, and Technical Services	8.9%	2.9%	3.2%
Administrative and Support and Waste Management and Remediation Services	1.6%	2.4%	10.5%
Other Services (except Public Administration)	2.7%	2.4%	2.6%
Agriculture, Forestry, Fishing and Hunting	16.6%	2.3%	2.0%
Construction	2.4%	1.9%	3.9%
Manufacturing	1.0%	1.5%	9.6%
Wholesale Trade	3.9%	1.4%	2.7%
Information	0.8%	1.3%	1.3%
Unknown	0.6%	0.6%	0.5%
Real Estate and Rental and Leasing	0.6%	0.5%	0.7%
Transportation and Warehousing	0.5%	0.5%	1.8%
Finance and Insurance	0.4%	0.5%	1.9%
Utilities	0.2%	0.1%	0.3%
Management of Companies and Enterprises	0.0%	0.0%	0.5%
Mining, Quarrying, and Oil and Gas Extraction	0.0%	0.0%	0.0%
Total	100.0%	100.0%	100.0%

Using the unemployment insurance tax wage records file, each unique social security number reported is flagged the first time it is reported in Nebraska. The wage record file includes those working for employers covered by unemployment insurance laws, so the new entrants will be those who have never worked for a covered employer. This may mean those who have not worked at all, individuals who have been self-employed or worked at non-covered establishments, or those who have relocated from elsewhere and are being paid by a Nebraska employer for the first time.

Matching these records against the demographics table from the Nebraska Department of Motor Vehicles resulted in a match rate of just over 45%, meaning that demographic characteristics are not available for over half of the new entrants. This rate means that the majority of new entrants into the Nebraska workforce are coming from outside of Nebraska and are providing a driver's license or ID from another state or other proof of employment eligibility. There may also be some Nebraska residents without a license or ID providing alternative documentation to their employer for the I-9 form.

The data warehouse allows for review of new entrants into the workforce by both age and industry. The table below shows the industries in which new entrants age 24 and younger were working in 2014; those industries with more than 10% of the age category's new entrants are highlighted. As may be expected, accommodation and food services and retail trade were two sectors with some of the highest percentages of younger workers entering the workforce. Agriculture, forestry, fishing and hunting had a higher percentage for those 16 and younger which is most likely because detasseling and other similar agriculture jobs are available in the summer when school is out of session. There was a higher percentage of new entrants age 20-24 in the administrative and support, and waste management and remediation services sector which includes employment agencies, call centers, and a number of business support services.

Source: Excerpt from "New Nebraska Workers", S. Hunzeker, Nebraska Department of Labor, August 2015

The study of monetary eligibility as workers move through the market over time to establish their economic security can be greatly enhanced with demographics. The DMV file can be used to inform UI policy analysis regarding who (gender by age) has access to employment security and by what means (industry of employment and earnings). This information positions analysts to provide fact based responses to policy questions of UI eligibility. Without demographics we can develop an understanding of which industries would be affected by which policies, but not whether or not youth, males, or females would be most affected and what that effect might have on worker retention. Comprehensive UI impact analysis requires demographics linked to wage records (see <http://doe.state.wy.us/lmi/0204/0204.pdf>). A record of monetary eligibility for each member of the workforce permits calculation of benefits liability with greater precision and permits pinpointing pools of potential exhaustees needing supportive services well in advance of claims filing.

Describing and calculating state and industry specific replacement need for projections purposes is another use of demographics from the DMV file linked to wage records and the QCEW. See http://doe.state.wy.us/LMI/education_costs/2013/monitoring_2013.pdf (pages 60-65) for a discussion of age and education employment distributions by industry and the implications for replacement need. Demographics, not just at the aggregate level, but by occupation and/or licensed occupational

credential serve as the basis for the calculation of replacement need far more precisely than when estimates of replacement are drawn from national CPS data sets.

3. DMV files are used to impute SSNs by creating a bridge between files containing demographics but for which SSNs are not available, to demographics on the DMV file which contain an SSN. The SSN is essential to add wage records and other SSN denominated records (e.g. credentials).

Student records from higher education can be linked to wage records because SSNs are common to both systems of records (see <http://www1.ctdol.state.ct.us/lmi/pubs/HigherEdReport-2006grads.pdf>).

However, State Longitudinal Data Systems and Workforce Data Quality Initiative research focusing on linking high school students to the world of work (wage records) and post high school education and training often find that the high school student record lacks the requisite SSN. Cross matching date of birth, gender, and name from student records to the DMV file and additional files with demographics and SSN offers one solution to establishing longitudinal linkages where the starting point is a high school record.

4. Adding Demographics to Survey Data.

Demographic information about employees can enhance the information we obtain from establishment surveys or surveys whose goal is to obtain information about jobs and job holders. In addition, lower survey response burden and higher survey response rates for establishment surveys can be achieved through the use of demographics from the DMV file.

Demographics from the DMV file have been used to model the characteristics of employees relative to benefit package offerings identified from employer surveys (see <http://doe.state.wy.us/LMI/0203/a1.htm>).

Demographics of workers have also been added to surveys of employers about recent hires from the wage records file. The New Hires survey collects information from employers on the occupation, wage rate, benefits offered and selected skills requirements of jobs new to a quarterly UI account. Response burden is minimized by using the DMV file to add demographics to survey results (see <http://doe.state.wy.us/LMI/newhires.htm>).

The New Hires survey includes an item regarding the employer's satisfaction with the skills the worker brings to the job making this strategy appealing to education and training program providers as a strategy to evaluate employer acceptance of enhanced human capital.

C. What we plan...

For many people in the labor market, the focus of decision making is the household, not the individual. Decisions about jobs and educational opportunities, career strategies, and responses to life chances, with consequences for all members of the household, increasingly become the domain of household members with maturity. Much of the youth migration observed in a WDQI or SLDS dataset is probably a function of household decisions rather than the decisions of individual youth. Household addresses in the DMV file offer the opportunity to complement analysis of individual behavior with the analysis of household behavior. How frequently, for example, can the earnings progress of one member of the household be explained by the career choices and relocation decisions of another household member?

By shifting to the household as the unit of analysis, we can also incorporate such explanatory variables as socio-economic status, neighborhood, and community characteristics. The analysis of training and education outcomes as a function of regional development, and a fuller understanding of impact on housing demand and transportation systems as a consequence of household formation and migration certainly seems within reach to the extent that all or most state LMI operations have access to the DMV file.

D. Recommendations to the NASWA Board.

Section 15 of the Wagner-Peyser Act indicates that the Secretary is to oversee the development of a "... nationwide employment statistics system ... that includes ... procedures to support standardization and aggregation of data from administrative reporting systems ... of employment-related programs ... for uses such as – national, State, and local policymaking ... program planning and evaluation; and... researching labor market dynamics." Toward these ends, it is requested that the Board formally:

1. Support expanding MOUs with DMV agencies from the exclusive use of DMV records for UI enforcement to include statistical use by LMI offices in those states that already have a DMV agreement.
2. Where MOUs for state use of the DMV file do not exist, support state development of MOUs that include LMI research purposes.
3. Recommend to ETA the creation of training opportunities for state administrators interested in learning about the types of program impact evaluations that would meet the intent of WIOA and provide technical training to LMI offices interested in learning how to carry out quasi-experimental impact designs.
4. Explicitly include the acquisition and use of the DMV file for use in program evaluation, supply – demand analysis, and for other purposes in the WIG grant.

Appendix 1: PL 103-322 Title XXX

Appendix 2: MOUs

(e) **REPORTING REQUIREMENTS.**—Section 1030 of title 18, United States Code, is amended by adding at the end the following new subsection:

“(h) The Attorney General and the Secretary of the Treasury shall report to the Congress annually, during the first 3 years following the date of the enactment of this subsection, concerning investigations and prosecutions under section 1030(a)(5) of title 18, United States Code.”.

(f) **PROHIBITION.**—Section 1030(a)(3) of title 18, United States Code, is amended by inserting “adversely” before “affects the use of the Government’s operation of such computer”.

TITLE XXX—PROTECTION OF PRIVACY OF INFORMATION IN STATE MOTOR VEHICLE RECORDS

Driver’s Privacy
Protection Act of
1994.

SEC. 300001. SHORT TITLE.

This title may be cited as the “Driver’s Privacy Protection Act of 1994”.

18 USC 2721
note.

SEC. 300002. PROHIBITION ON RELEASE AND USE OF CERTAIN PERSONAL INFORMATION FROM STATE MOTOR VEHICLE RECORDS.

(a) **IN GENERAL.**—Title 18, United States Code, is amended by inserting after chapter 121 the following new chapter:

“CHAPTER 123—PROHIBITION ON RELEASE AND USE OF CERTAIN PERSONAL INFORMATION FROM STATE MOTOR VEHICLE RECORDS

“§ 2721. Prohibition on release and use of certain personal information from State motor vehicle records

“(a) **IN GENERAL.**—Except as provided in subsection (b), a State department of motor vehicles, and any officer, employee, or contractor, thereof, shall not knowingly disclose or otherwise make available to any person or entity personal information about any individual obtained by the department in connection with a motor vehicle record.

“(b) **PERMISSIBLE USES.**—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 the Automobile Information Disclosure Act, the Motor Vehicle Information and Cost Saving Act, the National Traffic and Motor Vehicle Safety Act of 1966, the Anti-Car Theft Act of 1992, and the Clean Air Act, and 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 the Commercial Motor Vehicle Safety Act of 1986 (49 U.S.C. App. 2710 et seq.).

"(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 motor vehicle department has provided in a clear and conspicuous manner on forms for issuance or renewal of operator's permits, titles, registrations, or identification cards, notice that personal information collected by the department may be disclosed to any business or person, and has provided in a clear and conspicuous manner on such forms an opportunity to prohibit such disclosures.

"(12) For bulk distribution for surveys, marketing or solicitations if the motor vehicle department has implemented methods and procedures to ensure that—

"(A) individuals are provided an opportunity, in a clear and conspicuous manner, to prohibit such uses; and

"(B) the information will be used, rented, or sold solely for bulk distribution for surveys, marketing, and solicitations, and that surveys, marketing, and solicitations will not be directed at those individuals who have requested in a timely fashion that they not be directed at them.

"(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.

"(c) **RESALE OR REDISCLOSURE.**—An authorized recipient of personal information (except a recipient under subsection (b)(11) or (12)) may resell or redisclose the information only for a use permitted under subsection (b) (but not for uses under subsection (b) (11) or (12)). An authorized recipient under subsection (b)(11) may resell or redisclose personal information for any purpose. An authorized recipient under subsection (b)(12) may resell or redisclose personal information pursuant to subsection (b)(12). Any authorized recipient (except a recipient under subsection (b)(11)) that resells or rediscloses personal information covered by this title must keep for a period of 5 years records identifying 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.

"(d) **WAIVER PROCEDURES.**—A State motor vehicle department may establish and carry out procedures under which the department or its agents, upon receiving a request for personal information that does not fall within one of the exceptions in subsection (b), may mail a copy of the request to the individual about whom the information was requested, informing such individual of the request, together with a statement to the effect that the information will not be released unless the individual waives such individual's right to privacy under this section.

"§ 2722. Additional unlawful acts

"(a) **PROCUREMENT FOR UNLAWFUL PURPOSE.**—It shall be unlawful for any person knowingly to obtain or disclose personal information, from a motor vehicle record, for any use not permitted under section 2721(b) of this title.

"(b) **FALSE REPRESENTATION.**—It shall be unlawful for any person to make false representation to obtain any personal information from an individual's motor vehicle record.

"§ 2723. Penalties

"(a) **CRIMINAL FINE.**—A person who knowingly violates this chapter shall be fined under this title.

"(b) **VIOLATIONS BY STATE DEPARTMENT OF MOTOR VEHICLES.**—Any State department of motor vehicles that has a policy or practice of substantial noncompliance with this chapter shall be subject to a civil penalty imposed by the Attorney General of not more than \$5,000 a day for each day of substantial noncompliance.

"§ 2724. Civil action

"(a) **CAUSE OF ACTION.**—A person who knowingly obtains, discloses or uses personal information, from a motor vehicle record, for a purpose not permitted under this chapter shall be liable to the individual to whom the information pertains, who may bring a civil action in a United States district court.

"(b) **REMEDIES.**—The court may award—

"(1) actual damages, but not less than liquidated damages in the amount of \$2,500;

“(2) punitive damages upon proof of willful or reckless disregard of the law;

“(3) reasonable attorneys’ fees and other litigation costs reasonably incurred; and

“(4) such other preliminary and equitable relief as the court determines to be appropriate.

“§ 2725. Definitions

“In this chapter—

“(1) ‘motor vehicle record’ means any record that pertains to a motor vehicle operator’s permit, motor vehicle title, motor vehicle registration, or identification card issued by a department of motor vehicles;

“(2) ‘person’ means an individual, organization or entity, but does not include a State or agency thereof; and

“(3) ‘personal information’ means information that identifies an individual, including an individual’s photograph, social security number, driver identification number, name, address (but not the 5-digit zip code), telephone number, and medical or disability information, but does not include information on vehicular accidents, driving violations, and driver’s status.”.

(b) CLERICAL AMENDMENT.—The table of parts at the beginning of part I of title 18, United States Code, is amended by adding at the end the following new item:

“123. Prohibition on release and use of certain personal information from State motor vehicle records 2271”

18 USC 2721
note.

SEC. 300003. EFFECTIVE DATE.

The amendments made by section 300002 shall become effective on the date that is 3 years after the date of enactment of this Act. After the effective date, if a State has implemented a procedure under section 2721(b) (11) and (12) of title 18, United States Code, as added by section 2902, for prohibiting disclosures or uses of personal information, and the procedure otherwise meets the requirements of subsection (b) (11) and (12), the State shall be in compliance with subsection (b) (11) and (12) even if the procedure is not available to individuals until they renew their license, title, registration or identification card, so long as the State provides some other procedure for individuals to contact the State on their own initiative to prohibit such uses or disclosures. Prior to the effective date, personal information covered by the amendment made by section 300002 may be released consistent with State law or practice.

TITLE XXXI—VIOLENT CRIME REDUCTION TRUST FUND

SEC. 310001. CREATION OF VIOLENT CRIME REDUCTION TRUST FUND.

42 USC 14211.

(a) VIOLENT CRIME REDUCTION TRUST FUND.—There is established a separate account in the Treasury, known as the “Violent Crime Reduction Trust Fund” (referred to in this section as the “Fund”) into which shall be transferred, in accordance with subsection (b), savings realized from implementation of section 5 of the Federal Workforce Restructuring Act of 1994 (5 U.S.C. 3101 note; Public Law 103-226).

Appendix 2: Memorandum of Understanding- DMV Files

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Wyoming & Colorado Dept. of Revenue, Division of Motor Vehicles 39

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF
MOTOR VEHICLES AND THE DEPARTMENT OF LABOR CONCERNING
ACCESS TO MOTOR VEHICLE RECORDS

Pursuant to this Memorandum of Understanding (MOU) the Connecticut Department of Motor Vehicles (DMV) will provide access to certain Motor Vehicle records to the Connecticut Department of Labor (DOL).

WHEREAS, DMV has statutory authority to enter into this Agreement pursuant to Sections 4-8 and 14-3 of the Connecticut General Statutes; and

WHEREAS, DMV is authorized to collect and maintain the names and addresses of holders of Connecticut motor vehicle operator licenses and non-driver identifications; and

WHEREAS, DMV is authorized by Section 14-10 of the Connecticut General Statutes, as amended, to disclose personal information from a motor vehicle record to any federal, state and local government agency in carrying out its official functions; and

WHEREAS, DOL has statutory authority to enter into this MOU pursuant to Section 4-8 of the Connecticut General Statutes; and

WHEREAS, DOL is authorized to collect and maintain data on the State's economy and workforce and to collect unemployment insurance taxes under the Connecticut Unemployment Compensation Act; and

NOW, THEREFORE, the Commissioners of Motor Vehicles and Department of Labor agree on behalf of their respective agencies as follows:

FIRST: During the term of this MOU, DMV will furnish to DOL, on a quarterly basis, a copy of its operator license and non-driver identification card files that includes the following data elements: name, date of birth, sex, address, license number, renewal date, license status, and social security number, if available;

SECOND: Statement of Confidentiality and Disclosure Regarding Information Received

- (a) All information and material provided in performance of this MOU shall be regarded as confidential information and all necessary steps shall be taken by DOL to safeguard the confidentiality of such information in conformance with federal and state statutes and regulations. DOL agrees to maintain control of this information and further agrees not to disseminate or disclose this information,

except as prescribed in sections (b) below. DOL agrees to maintain reasonable security of all information provided.

- (b) DOL agrees, represents, and warrants that it has obtained and will use the information furnished to it by the DMV for its own use and solely by its Tax Division and Office of Research in connection with DOL's responsibilities for collecting delinquent unemployment insurance taxes and for producing information on the State's economy and workforce, conducting studies and other research activities. Furthermore, DOL shall not request, nor shall the Commissioner consider any use of the information supplied pursuant to this MOU that is not permitted under state or federal law, including, but not limited to, the provisions of Section 14-10 of the Connecticut General Statutes, as amended, and the Driver Privacy Protection Act, 18 USC Section 2721, et. seq. By entering into this MOU, DOL represents and warrants that it has knowledge of the provisions of the laws herein cited, and will comply fully with the terms of these laws and all other applicable laws and regulations regarding access to motor vehicle records.

THIRD: Each designated employee with access to the information supplied pursuant to this MOU shall be subject to official agency policy regarding confidentiality and prohibition of unauthorized disclosure, and represents that he/she has read the above referenced federal and state laws.

FOURTH: DMV and DOL agree that each agency shall be responsible for all of its expenses and liabilities incurred with respect to any aspect of this MOU or performance hereunder.

FIFTH: Neither party shall be responsible for any omissions or discrepancies in the records and data furnished pursuant to this MOU.

SIXTH: Amendments or additions to this MOU may be made only by written amendment, duly executed by both parties.

SEVENTH: The use of the information obtained pursuant to this MOU for any purpose other than as stated above shall be deemed to constitute good cause for the immediate cancellation of this MOU.

EIGHTH: This MOU contains the entire agreement between the parties concerning the subject matter hereof, and supersedes any previous understandings, presentations, commitments or agreements, oral or written, relating thereto.

NINTH: Except as provided in the SEVENTH Paragraph, this MOU shall remain in effect until cancelled at any time by either party, without liability of any kind, upon thirty (30) days written notice to the other party.

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TENTH: This MOU and the rights hereunder shall not be assigned by DMV or DOL.

ELEVENTH: The contact person for DMV shall be Gayle Murphy, and the contact persons for Labor shall be Roger Therrien, Director of Research, and Jerry Fleming, Assistant Director of UC Accounts.

IN WITNESS THEREOF, the parties hereto have caused this MOU to be duly signed on the dates hereinafter stated.

Department of Labor

By: Shaun B. Cashman
Shaun B. Cashman
Commissioner

Date: 10/11/05

Department of Motor Vehicles

By: R. J. Carpenter
Ralph J. Carpenter
Commissioner

Date: 18 Oct 2005

AGREEMENT BETWEEN
STATE OF IDAHO, DEPARTMENT OF LABOR
AND
IDAHO TRANSPORTATION DEPARTMENT

THIS AGREEMENT is entered into by and between the STATE OF IDAHO, DEPARTMENT OF LABOR, hereinafter referred to as "IDOL," and IDAHO TRANSPORTATION DEPARTMENT, hereinafter referred to as "ITD." This agreement stipulates the conditions upon which ITD will share confidential driver, vehicle and/or related records, including personal information with the IDOL

In consideration of the mutual covenants herein, the parties agree as follows:

(1) PURPOSE: It is the purpose of this Agreement to provide for disclosure of information between IDOL and ITD, and to assist IDOL to improve Social Security number matching capabilities between IDOL and collaborative entities using triangulation data matching protocols, to measure work force outcomes and ultimately improve state systems and programs designed to increase earnings, economic well-being and quality of life for Idaho residents.

(2) AUTHORITY: This Agreement is entered into pursuant to the authority of Idaho Code §§ 49-203(4)(a), 67-2326 through 67-2333 and § 67-2339, IDAPA 39.02.75.006.

(3) ITD'S DUTIES AND OBLIGATIONS:
To achieve the purpose outlined in Paragraph (1), ITD will furnish IDOL with the following set of demographic variables from ITD's Driver's License database:

(a) Upon request from an authorized representative of IDOL Research and Analysis Bureau on a quarterly basis, ITD agrees to provide IDOL with:

- Social Security number (SSN)
- Name
- Last Name(s)
- Any additional AKAs (multiple names, last names)
- Date of Birth (DOB)
- Gender and
- Last-record update date

ITD is required to disclose the information only to those officers and employees of IDOL designated in writing by IDOL as being authorized to request such information on behalf of IDOL. ITD does not guarantee that the data disclosed is current or accurate. ITD will provide IDOL this information in any of the following electronic data formats:

- txt,
- comma delimited,
- .dbf or

Agreement
State of Idaho, Department of Labor
Idaho Transportation Department
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- .xls

(4) IDOL'S DUTIES AND OBLIGATIONS: IDOL shall use the information obtained only for the purposes outlined above in Paragraph (1). IDOL shall safeguard the confidentiality of the information and store the information in a secure place and manner. IDOL shall adhere to all state and federal laws, rules and regulations governing the confidentiality and disclosure of the information.

(a) **Designation of Authorized Employees**: IDOL shall provide a list of officers and employees who are authorized to request employment security information under this Agreement within two weeks after the execution of this Agreement. Thereafter, IDOL shall annually designate in writing to ITD those officers and employees, by name and title, who are authorized to request information under the terms of paragraph (3) above. IDOL Chief Research Officer shall promptly advise ITD whenever a listed officer or employee is no longer authorized. While identifying driver's license record data is within the control of IDOL, only the following individuals, listed by job title, will have access to it: Research Supervisor and Research Analyst Principal

(b) **Safeguard**: IDOL shall safeguard the confidentiality of all information received from ITD as provided in paragraph (3) above and IDOL represents and affirms that IDOL has the internal control procedures necessary to protect ITD's information from unauthorized release. IDOL further agrees to the following safeguards:

- i. IDOL will use information only for the purposes authorized by law and specified in this Agreement. IDOL will not disclose or release in any manner information that may reveal the identity of an individual, contrary to the provisions of state and federal law, including the federal Driver's Privacy Protection Act of 1994 (PL 103-322; 18 USC § 2721 *et seq.*) and Idaho's driver privacy protection legislation of 1997 (codified in § 49-203).
- ii. IDOL agrees to use information received via secure file transfer protocol in such a way that unauthorized persons cannot obtain the information by any means.
- iii. IDOL agrees that it will store ITD information on secured network drives secure from access by unauthorized persons.
- iv. IDOL will undertake precautions to ensure that only authorized personnel are given access to the information stored in computer systems. Such precautions may include policies prohibiting the sharing of usernames or passwords to unauthorized IDOL employees and other third parties and having authorized employees sign confidentiality agreements requiring them to maintain the confidential nature of the information.

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State of Idaho, Department of Labor
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Page 3 of 4

(c) **Inspection of Records:** IDOL shall permit a representative or agent of ITD upon request, to inspect and copy records indentifying each person or entity who obtained personal information from IDOL and the permissible purpose for which it was obtained. IDOL understands that ITD may exercise its reserved right to insert control records into bulk records and information furnished, as an independent means of identifying any entries to whom IDOL may have improperly re-disclosed records and information under this agreement or if any inappropriate use has occurred..

(d) **Suspension:** ITD will provide written notice to IDOL of any violation of the terms of this Agreement and IDOL agrees to take immediate corrective action to address the violation. If ITD determines in its sole discretion that IDOL or its employees, agents and contractors are not adhering to the requirements of this Agreement, ITD may immediately suspend this Agreement, including any disclosure of confidential information until such time that ITD is satisfied that corrective action has been taken by IDOL and there has been no further violation of the terms of this Agreement.

(5) **COSTS:** If necessary an estimate of costs will be provided in advance on a case-by-case basis before data are shared. IDOL agrees to pay any initial costs incurred by ITD in producing and providing the information pursuant to this agreement. IDOL agrees to promptly pay such costs upon receipt of ITD's billing. Billings will be mailed to IDOL at the following address:

Idaho Department of Labor
Research and Analysis Bureau
317 W. Main St.
Boise, ID 83735

(6) **MODIFICATION:** This Agreement may be modified by written agreement of authorized representatives of the parties, provided, however, that no amendment or modification may be made which would result in a violation of the federal Driver's Privacy Protection Act of 1994 (PL 103-322; 18 USC § 2721 *et seq.*), Idaho's driver privacy protection legislation of 1997 (codified in § 49-203) and the confidentiality policies of the Bureau of Labor Statistics, U.S. Department of Labor. The provisions of this Agreement are subject to said laws, rules, and policies, and shall be amended when required by said laws, rules, and policies.

(7) **TERMS OF AGREEMENT/TERMINATION:** This Agreement shall be in full force and effect from the date of execution until terminated under the provisions of this section. Either party may terminate this Agreement at any time by giving the other party written notice at least thirty (30) days in advance of the termination date.

(8) **INTEGRATION:** This Agreement contains all of the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto.

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(9) REMEDIAL ACTION: ITD may take any remedial action permitted under State or Federal law to enforce the provisions of this Agreement, including seeking damages, penalties, restitution and attorney fees and costs incurred.

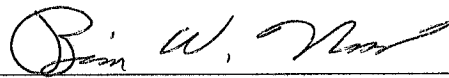
IN WITNESS WHEREOF, the parties have executed this Agreement on this 9th day of February, 2012.

STATE OF IDAHO
DEPARTMENT OF LABOR

IDAHO TRANSPORTATION DEPARTMENT

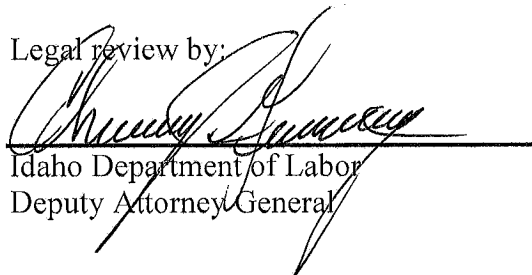


ROGER B. MADSEN
Director



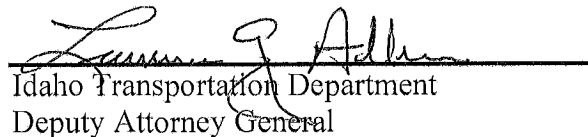
BRIAN W. NESS
Director

Legal review by:



Idaho Department of Labor
Deputy Attorney General

Legal review by:



Idaho Transportation Department
Deputy Attorney General



STATE OF IDAHO
OFFICE OF THE ATTORNEY GENERAL
LAWRENCE G. WASDEN

February 27, 2012

Doug Benzon
Economics & Research Manager
Idaho Transportation Department
PO Box 7129
Boise, Idaho 83707

Re: Disclosure Agreement

Dear Mr. Benzon:

Enclosed is an original signed agreement between the Idaho Department of Labor and Idaho Transportation Department for your files.

Bob Uhlenkott, Chief Research Officer, will be the Department's contact, he can be reached at 208/332-3570 ext. 3217. If you have any questions regarding the agreement, please feel free to call me at 208/332-3570 ext. 3190.

Sincerely,

A handwritten signature in cursive script that reads "Karen Rash".

KAREN RASH
Legal Assistant
Idaho Department of Labor

Enclosure

STATE OF MINNESOTA INTERAGENCY AGREEMENT

This Agreement is between the Minnesota Department of Employment and Economic Development (DEED) and the Minnesota Department of Public Safety (DPS) on behalf of the Drivers and Vehicle Services Division (DVS).

Recitals

WHEREAS, the Department of Employment and Economic Development is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Section 471.59, Subdivision 10; and,

WHEREAS, the Department of Public Safety is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Section 471.59, Subdivision 10; and,

WHEREAS, Minnesota Statutes Section 171.12, subdivision 7, allows DPS to share some drivers' license data whenever possible; and,

WHEREAS, DEED and DPS acknowledge sharing by DPS to DEED of drivers' gender, date of birth and zip code data would allow DEED to conduct demographic studies, including linking employment records through Minnesota's State Longitudinal Educational Data System (SLEDs) for assessment of employment outcomes; and,

WHEREAS, DEED and DPS wish to establish a formal data sharing agreement;

NOW, THEREFORE, it is agreed:

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** January 1, 2016, or the date the State obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration Date.** December 31, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work and General Provisions

2.1 DEED will:

- On an as-needed basis, prepare a file with a list of every unique social security number from employee wage records in the unemployment insurance wage detail database. Each record will be assigned a unique, random, nine-digit, numeric identification number for each individual's record in a format specified by DPS.
- On a quarterly basis, prepare a file with a list of social security numbers from employees' wage records that are new to the unemployment insurance database in the most recent quarter. Each record will be assigned a unique, random, nine-digit, numeric identification number for each individual's record in a format specified by DPS.
- Transmit the file of social security numbers and unique, random identification numbers to DPS via a secure protocol specified by DPS.
- Subsequent to receipt of data from DPS, use the unique identifier to re-connect DPS data to the DEED-supplied social security numbers.

2.2 DPS will:

- Specify to DEED the format for creating a list of social security numbers and the unique, random identifier number for each individual's record.
 - For the only most current address on file, provide to DEED the following data for each social security number.
 - drivers' gender
 - drivers' dates of birth
 - drivers' zip codes
 - unique random identifiers.
 - Transmit the return file to DEED via a secured protocol specified by DPS.
- 2.3 **DPS** will not return the social security numbers with the data.

3 Conditions of Payment

All services provided by DPS under this agreement must be performed to DEED's satisfaction, as determined at the sole discretion of DEED's Authorized Representative.

4 Authorized Representatives

DEED's Authorized Representative is the following individual or his successor:

Name: Blake Chaffee, Deputy Commissioner
Address: Department of Employment and Economic Development
332 Minnesota Street, Suite E200
Saint Paul, MN 55101
Telephone Number: 651.259.7115
E-mail Address: blake.chaffee@state.mn.us

The DEED Representative, or his successor, has the responsibility to monitor the performance of DPS and the authority to accept the services provided under this Agreement.

The DPS Authorized Representative is the following individual or her successor:

Name: Patricia McCormack, Director
Address: Department of Public Safety; Driver & Vehicle Services
445 Minnesota Street
Saint Paul, MN 55101
Telephone Number: 651.201.7580
E-mail Address: patricia.mccormack@state.mn.us

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither DEED nor DPS may assign or transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 5.3 Waiver.** If DPS fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between DEED and DPS. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

7 Government Data Practices

DEED and DPS must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either DEED or DPS.

If DEED receives a request to release the data referred to in this clause, DEED must immediately notify DPS. DPS will give DEED instructions concerning the release of the data to the requesting party before the data is released.

8 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

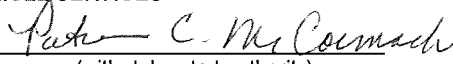
1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

3. DEPARTMENT OF PUBLIC SAFETY; DRIVER AND VEHICLE SERVICES

By: 
(with delegated authority)

Title: DVS Director

Date: 12/18/2015

2. DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

By: 
(with delegated authority)

Title: Deputy Commissioner

Date: 12/16/15

INTERAGENCY AGREEMENT
Between the
DEPARTMENT OF MOTOR VEHICLES
And the
DEPARTMENT OF LABOR

Information Exchange

THIS INTERAGENCY AGREEMENT is entered between the Nebraska Department of Motor Vehicles (DMV) and the Nebraska Department of Labor (DOL). This Agreement shall remain in effect until terminated as provided herein.

STATEMENT OF INTENDED USE

Under this Agreement, DOL intends to use information contained in DMV's driver license records pursuant to the uses set out in Paragraph 3, below. These uses are permitted under the **Nebraska Uniform Motor Vehicle Disclosure Act, under Title 250 Nebraska Administrative Code Chapter 2 - Rules and Regulations Governing Requests for and Release of Personal Information Contained in Motor Vehicle Records Pursuant to the Uniform Motor Vehicle Records Disclosure Act, *Neb. Rev. Stat. 60-2901, et. seq.***

IT IS MUTUALLY AGREED AS FOLLOWS:

1. TERM. This Agreement is effective June 15, 2015 and supersedes all prior agreements with DOL for access to DMV records between both parties. This Agreement shall remain in effect through June 30, 2019.

2. DEPARTMENT OF MOTOR VEHICLE DUTIES

2.1 SCOPE. DMV agrees to grant DOL access to DMV information, as provided in paragraph 3.2, limited to the uses expressed in the Statement of Intended Use.

2.2 CONTENT OF FILES. Access to the aforementioned records shall include all information contained in these files, including personal information contained in their motor vehicle records. Information obtained by DOL from DMV about an individual will include:

- a. Full name (first, middle/middle initial and last)
- b. Residence address, city, state, and zip code
- c. Mailing address, city, state, and zip code
- d. County of residence
- e. Date of birth
- f. Sex, and
- g. Race.

2.3 DMV agrees to hold any information obtained from DOL in a confidential manner as required by the Wagner-Peyser Act, *Neb. Rev. Stat. §§48-612 and 48-612.01*.

3. DEPARTMENT OF LABOR DUTIES

3.1 PERMITTED USE. The specific statutory exemption from the Nebraska Uniform Motor Vehicle Record Disclosure Act which allows the DOL use of DMV records is *Neb. Rev. Stat. §60-2907(1)*, which provides, in part:

The department and any officer, employee, agent, or contractor of the department having custody of a motor vehicle record shall, upon the verification of identity and purpose of a requester, disclose and make available the requested motor vehicle record, including the personal information in the record, for the following purposes:

(1) For use by any federal, state, or local governmental agency, including any court or law enforcement agency, in carrying out the agency's functions or by a private person or entity acting on behalf of a governmental agency in carrying out the agency's functions;

3.2 PROCEDURES FOR ACCESS. DOL intends to use personal information contained in DMV records (to include drivers licenses, state issued ID's, etc.) received from DMV under this Agreement in carrying out its governmental functions. DMV will allow DOL access to its mainframe database containing demographic and personal information for the following purposes:

3.2.1 DOL will run a list of social security numbers from its unemployment insurance mainframe wage files against DMV's mainframe database. DOL intends to cross-match social security numbers against DMV's records, extract demographic and personal information from DMV's records, and retain the information in a secure DOL database. DOL will provide the demographic, personal and wage information to its Labor Market Information (LMI) Office for studies of Nebraska's workforce. DOL will limit its cross-match to the most recent six calendar quarters.

3.2.2 DOL will interface with DMV's mainframe database from its Work Opportunity Tax Credit (WOTC) database to cross-match social security numbers against DMV's records, extract demographic and personal information from DMV's records, and retain the information in a secure DOL database for use in its WOTC application process.

3.3 DOL agrees that DMV will not provide to DOL any sensitive personal information, or access to any sensitive personal information, in DMV's mainframe database except for the cross match processes described above. For purposes of this Agreement, "sensitive personal information" means an individual's photograph, social security number, and medical or disability information. For purposes of this Agreement, "personal information" means an individual's identification number (driver's license number, state ID number, license plate number, or title number), name, address, zip code, and telephone number.

3.4 CONFIDENTIALITY REQUIRED OF DOL.

3.4.1 DOL agrees that it shall not release, disclose, use, or share the information in the records provided to it by DMV with non-DOL personnel, unless DMV has given its written consent and has certified the re-disclosure as permissible under the Nebraska Uniform Motor Vehicle Records Disclosure Act (*Neb. Rev. Stat. §§60-2901 through 60-2912*, and *Neb. Rev. Stat. §60-484.02*) except that DOL may release, disclose, use, or share the personal information in the records provided when necessary to complete the activities listed in the above Statement of Intended Use.

DOL may publish data developed as a result of using the personal information in a format that does not disclose any information that could lead to the identification of any individual. DOL shall keep a record of any personal information released to non-DOL personnel for five years from the date of release. Records of any such releases shall be maintained for 5 years and available for inspection by the DMV upon request.

3.4.2 DOL agrees to develop and maintain safeguard measures to keep confidential all sensitive personal information and personal information and ensure that all such information is used only for the purposes identified in this Agreement. A copy of DOL's plan for safeguarding information provided to the DOL pursuant to this Agreement shall be provided to DMV on demand. DOL agrees to limit employees' access to information so that each employee of DOL will only be allowed access to information from DMV necessary to carry out that employee's functions for the DOL. DOL agrees that within 60 days of the effective date of this Agreement, DOL will review its employees' access to information provided by DMV and limit all employees' access to information from DMV to that necessary to carry out the employee's functions for DOL.

3.4.3 DOL agrees that it is responsible for ensuring that its employees and agents comply with the Nebraska Uniform Motor Vehicle Records Disclosure Act. DOL acknowledges and understands that any person who causes a breach of confidentiality for information is subject to a Class I Misdemeanor.

3.4.4 DOL shall keep on file a signed copy of the Memorandum of Understanding (MOU) **for each employee or agent** who has access to the sensitive personal information or personal information from DMV through DOL access. A copy of this MOU is included as Attachment A to this Agreement. The MOU shall be signed by each employee who has access to DMV information through this Agreement, and his or her supervisor, if applicable.

3.4.5 DOL agrees to hold any information obtained from DMV in a confidential manner as required by the Wagner-Peyser Act and *Neb. Rev. Stat.* §§48-612 and 48-612.01.

3.5 COSTS.

3.5.1 DOL shall be responsible for all line, mainframe, and equipment expenses resulting from its access to DMV records specified in the Statement of Intended Use and paragraph 2.2, above. DOL will pay all Information Management Services costs associated with such cross-matches.

3.5.2 The DOL work orders which have been set up for this exchange process include:

3.5.2.1 Work Order No. 232020 will be retained from the preceding information exchange agreement between DMV and DOL for LMI's general demographic research purposes. DOL will bill costs under "Statement of Intended Use" and paragraph 3.2.1 to Job Order No. 230215.

3.5.2.2 Work Order No. 232033 has been set up between DMV and DOL for WOTC exchanges. DOL will bill costs under "Statement of Intended Use" and paragraph 3.2.3 to Job Order No. 230175.

4. GENERAL PROVISIONS

4.1 CONTACT PERSONS. The parties agree that the following individuals shall be their designated contact person(s). Contact persons do not have the authority to amend this Agreement.

NDOL Contract #023-0023-2015

DMV Contact Person:	
For General Information:	Betty Johnson, Administrator 301 Centennial Mall, South Lincoln, NE 68508 Phone: (402) 471-3909 Fax: (402) 471-8694 Email: betty.johnson@nebraska.gov
For Technical Information:	Contact Betty Johnson as provided above.

DOL Contact Persons:	
For General LMI Information:	Phil Baker, LMI Administrator 550 South 16 th Street Lincoln, NE 68508 Phone: (402) 471-9964 Fax: (402) 471-9867 Email: phil.baker@nebraska.gov
For General WOTC Information:	Steve Porr, WOTC Program Coordinator 550 South 16 th Street Lincoln, NE 68508 Phone: (402) 471-9977 Fax: (402) 471-3050 Email: steve.porr@nebraska.gov
For Technical Information:	Clarence Waldman, IT Applications Supervisor 550 South 16 th Street Lincoln, NE 68508 Phone: (402) 471-9851 Fax: (402) 471-9872 Email: clarence.waldman@nebraska.gov

4.2 UNLAWFUL DISCLOSURE OF DMV RECORDS. Upon DOL's discovery that any DOL employee or agent has disclosed any sensitive personal information or personal information in a manner contrary to this agreement, the Contact Person shall notify DMV by no later than the end of the next business day. DOL agrees to work with DMV and to take any remedial action necessary. Remedial action shall not prevent DMV from exercising its termination authority under paragraph 6 of this Agreement if deemed necessary by DMV.

4.3 TERMINATION OF AGREEMENT.

4.3.1 This Agreement may be terminated by either party upon thirty (30) days' written notice. DMV may terminate this Agreement immediately upon the discovery that DOL or its employees or agents have abused or have exceeded the authority granted under this Agreement, including but not limited to the use, disclosure, or sale of DMV records received under this Agreement in a manner not authorized by this Agreement. [See, the Uniform Motor Vehicle Records Disclosure Act (*Neb. Rev. Stat. §§60-2901 through 60-2912*), and 250 NAC 2 - Rules And Regulations Governing Requests For And Release Of Personal Information Contained In Motor Vehicle Records Pursuant To The Uniform Motor Vehicle Records Disclosure Act.]

NDOL Contract #023-0023-2015

4.3.2 DMV may terminate this Agreement, without recourse against DMV by DOL, at any time DMV is restrained or enjoined by a court of competent jurisdiction from performing any obligation established herein, upon the effective date of an act of the Nebraska Legislature restricting or removing DMV's authority to perform any obligation established herein, or in the event of a material violation or breach of this Agreement by DOL or one of its employees or agents, including but not limited to the use, disclosure or sale of personal information received under this Agreement in a manner not authorized by this Agreement.

4.3.3 DMV may terminate this Agreement, without recourse against DMV by DOL, upon written notice for reasons of government convenience and necessity.

4.4 AMENDMENT. This Agreement may not be modified except by amendment in writing and signed by the parties.

4.5 NONDISCRIMINATION. DOL agrees to comply fully with the Nebraska Fair Employment Practice Act (*Neb. Rev. Stat. §§48-1101, et. seq.*). DOL agrees that it shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hire, tenure, terms, conditions or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.

4.6 HOLD HARMLESS. DOL shall indemnify DMV for any losses incurred should any DMV records accessed by DOL be knowingly, willfully, or negligently released or redisclosed contrary to the governing laws and this Agreement by any DOL employee or agent. DOL agrees to hold DMV and the State harmless for all loss or damage sustained by any person as a direct result of knowing, negligent, or willful acts by DOL, its employees or agents in the performance of this agreement including all associated costs of defending any action.

4.7 SECTION HEADINGS. Section headings are for reference only and in no way define, limit or describe the scope or intent thereof or in any way affect this Agreement.

4.8 NO WARRANTY. DOL understands that the information in DMV's files is provided by applicants for titles, registrations, driver's licenses, and ID Cards. DMV follows all applicable state and federal laws and regulations required for the issuance of such titles, registrations, licenses, and ID cards, but is not responsible for any inaccuracies in the records due to undetected fraud by such applicants. DMV provides no warranty.

4.9 DRUG-FREE WORKPLACE. DOL shall comply with a drug-free workplace program and policy as stated in the attached policy statement (*Attachment B*).

4.10 NEW EMPLOYEE WORK ELIGIBILITY STATUS. DOL is required, and hereby agrees, to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States DMV of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

4.11 IRS PUBLICATION 1075 ASSURANCES. DMV **will not** have or be allowed access to federal tax information while performing work under this Agreement.

NDOL Contract #023-0023-2015

4.12 DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. Both parties certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It is the affirmative duty of each party to notify the other party if it or any of its principals is sanctioned or debarred. The parties acknowledge that suspension or debarment is cause for termination.

EXECUTED by the parties' duly authorized representatives on the dates indicated below.

BY: Rhonda Lahm DATE: 15 June 2015
 RHONDA LAHM, Director
 Nebraska Department of Motor Vehicles

BY: John H. Albin DATE: 6/23/2015
 JOHN H. ALBIN, Commissioner
 Nebraska Department of Labor

REVIEWED AND APPROVED:

Kim Schreiner Date: 6/22/15
 KIM SCHREINER, Controller
 Nebraska Department of Labor

Phil Baker Date: 6/22/15
 PHIL BAKER, LMI Administrator
 Nebraska Department of Labor

Joan Modrell Date: 6/23/15
 JOAN MODRELL, E&T Executive Director
 Nebraska Department of Labor

Thomas A. Ukinski Date: 06/22/2015
 THOMAS A. UKINSKI, Acting General Counsel
 Nebraska Department of Labor

Noelie Sherdon Date: 6/10/2015
 NOELIE SHERDON, Agency Legal Counsel
 Nebraska Department of Motor Vehicles

Betty Johnson Date: 6/11/2015
 BETTY JOHNSON, Administrator
 Driver and Vehicle Records
 Nebraska Department of Motor Vehicles

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING
between the
Nebraska Department of Motor Vehicles (DMV)
and the
Nebraska Department of Labor (DOL)

Uniform Motor Vehicle Records Disclosure Act

The purpose of this Memorandum of Understanding is to make all employees or agents of agencies contracting with DMV to receive personal or sensitive personal information from a motor vehicle records aware of the controls that are necessary to ensure that DMV and its contractors adhere to the Uniform Motor Vehicle Records Disclosure Act (*Neb. Rev. Stat. §§60-2901, et. seq.*).

Information Protected.

Under the Act, DMV is required to protect the personal information and sensitive personal information on all motor vehicle records.

- Personal information includes: an individual's driver identification number (driver's license number, license plate number or title number); name; address, excluding zip code, and telephone number.
- Sensitive personal information includes an individual's operator's license photo or image, social security number, and medical or disability information.

Personal information and sensitive personal information from records provided by DMV shall not be released to anyone unless the person requests information for an exempted use from DMV, as outlined below, on a DMV specified form.

The form for requesting release of personal information in driver records is available at <http://www.dmv.state.ne.us/dvr/pdf/dvrrecapp.pdf>.

The form for requesting release of personal information in motor vehicle records is <http://www.dmv.ne.gov/dvr/pdf/vehrecapp.pdf>. The form must be presented to DMV for release of personal information.

DOL personnel may only use DMV records for the following purpose:

- A. DOL will run a list of social security numbers from its unemployment insurance mainframe wage files against DMV's mainframe database. DOL intends to cross-match social security numbers against DMV's records, extract demographic and personal information from DMV's records, and retain the information in a DOL database. DOL will provide the demographic, personal, and wage information to its Labor Market Information Office for studies of Nebraska's workforce. DOL will limit its cross-match to the most recent six calendar quarters.
- B. DOL will interface with DMV's mainframe database from its Work Opportunity Tax Credit database to cross-match social security numbers against DMV's records, extract demographic and

personal information from DMV’s records, and retain the information in a DOL database for use in its Work Opportunity Tax Credit application process.

The specific statutory exemption from the Nebraska Uniform Motor Vehicle Record Disclosure Act which allows the DOL use of DMV records is *Neb. Rev. Stat. §60-2907(1)*, which provides, in part:

For use by any federal, state, or local governmental agency, including any court or law enforcement agency, in carrying out the agency’s functions or by a private person or entity acting on behalf of a governmental agency in carrying out the agency’s functions.

Disclosure of Information/Record Keeping Requirements

Before any personal information or sensitive personal information is disclosed from a DMV record, I verify that the use listed on the request is an exempted use under the Act and have verified the identity of the person making the request by examining an approved form of identification. Copies of these request forms shall be maintained in my office for 5 years and will be available for inspection by DMV upon request.

Penalties

I am aware of the following penalties that apply for unauthorized access to DMV records:

- For each day of non-compliance, the DOL may be subject to a \$5,000.00 fine. Non-compliance may include one record being disclosed improperly.
- Any person requesting the disclosure of personal information from DMV records who misrepresents his/her identity or makes a false statement to the DMV on any record request shall be guilty of a Class IV felony.
- Any officer, employee, agent, or contractor of the DMV that knowingly discloses or knowingly permits disclosure of sensitive personal information shall be guilty of a Class I misdemeanor and shall be subject to removal from office or discharge at the discretion of the Governor or DOL head, as appropriate.

Certification of Understanding

I CERTIFY that I have read and acknowledge the foregoing Memorandum of Understanding and, if I am in a supervisory capacity, agree to notify all employees in my office of these requirements. I understand that the Department of Labor will retain a copy of the MOU in my personnel file.

Date Signed

DOL Employee

Date Signed

Employee’s Supervisor

ATTACHMENT B**DRUG FREE WORKPLACE POLICY**

Drug abuse and use at the workplace are subjects of immediate concern in our society. These problems are extremely complex and ones for which there are no easy solutions. From a safety perspective, the use of drugs may impair the well being of all employees and the public at large, and may result in damage to DMV property. Therefore, it is the policy of DMV that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the workplace is prohibited. Any employees violating this policy will be subject to discipline up to and including termination. The specifics of this policy are as follows:

1. DMV does not differentiate between drug users and drug pushers or sellers. Any employee who gives or in any way transfers a controlled substance to another person or sells or manufactures a controlled substance while on the job or on state premises will be subject to discipline up to and including termination.
2. The term “controlled substance” means any drug listed in 21 U.S.C. §812 and other federal regulations. Generally, these are drugs that have a high potential for abuse. Such drugs include, but are not limited to, heroin, marijuana, cocaine, PCP, and “crack”. They also include “legal drugs” which are not prescribed by a licensed physician.
3. Each employee is required by law to inform DMV within five (5) days after he or she is convicted for violation of any federal or state criminal drug statute where such violation occurred on state premises. A conviction means a finding of guilt (including a plea of *nolo contendere*) or the imposition of a sentence by a judge or jury in any federal or state court.
4. DMV’s Personnel Manager must notify the U.S. government agency with which the contract was made within ten (10) days after receiving notice from the employee or otherwise receives actual notice of such a conviction.
5. If an employee is convicted of violating any criminal drug statute while on the workplace, he or she will be subject to discipline up to and including termination. Alternatively, DMV may require the employee to successfully finish a drug abuse program sponsored by an approved private or governmental institution.
6. As a condition of further employment on any federal government contract, the law requires all employees to abide by this policy

MEMORANDUM OF AGREEMENT

BETWEEN

THE NEW JERSEY MOTOR VEHICLE COMMISSION

AND

**THE JOHN J. HELDRICH CENTER FOR WORKFORCE
DEVELOPMENT, EDWARD J. BLOUSTEIN SCHOOL OF PLANNING
AND PUBLIC POLICY, RUTGERS STATE UNIVERSITY OF NEW
JERSEY**

WHEREAS, the New Jersey Motor Vehicle Commission, located at 225 East State Street, Trenton, New Jersey 08666 (hereinafter referred to as “NJMVC”), makes, maintains or keeps on file, as required by law, certain records pertaining to drivers and others holding NJMVC issued identification documents in this State; and

WHEREAS, the John J. Heldrich Center for Workforce Development in the Edward J. Bloustein School of Planning and Public Policy at Rutgers, The State University of New Jersey, located at 30 Livingston Avenue, New Brunswick, NJ 08901 (hereinafter referred to as “Program Participant”), seeks to use motor vehicle records provided by the NJMVC pursuant to this Agreement for the purposes of conducting research studies. MVC records will be used by Heldrich to create a unique identification number to support the New Jersey State Longitudinal Data System (SLDS) for use in research activities, and for use in producing statistical reports. These systems are intended to enhance the ability of States to efficiently and accurately manage, analyze, and use education data, including individual student records. The SLDSs help states, districts, schools, educators, and other stakeholders to make data-informed decisions to improve student learning and outcomes; as well as to facilitate research to increase student achievement and close achievement gaps. Personal information will only be used to match records and will not be published, re-disclosed, or used to contact individuals.

WHEREAS, the NJMVC database and the information contained in it do not constitute public records and the database information is not required to be released under the New Jersey Open Records Act, N.J.S.A. 47:1A-1 et seq., but may be released at the discretion of the NJMVC in such manner as may be determined by the NJMVC Chief Administrator to be administratively appropriate and in accordance with the applicable laws and regulations; and

WHEREAS, the NJMVC has established a program to provide motor vehicle records contained in a database, via an electronic Secure File Transfer Protocol (“SFTP”), to Program Participants that have demonstrated a beneficial interest in and legitimate business use of the data; and

WHEREAS, the provision of such data to Program Participant is consistent with the laws of the State and with the NJMVC’s policy to balance the needs of the business and education community with the privacy needs of the public when providing information from the NJMVC database; and

WHEREAS, Program Participant has demonstrated a beneficial interest in and legitimate business use of NJMVC data and seeks to be a Program Participant.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and pursuant to all federal and State laws and regulations, the NJMVC and Program Participant hereby **AGREE** to the terms and conditions included in this Agreement as set forth below:

A. PARTIES AND PURPOSE OF THE AGREEMENT

1. The purpose of this Agreement is to establish the terms and conditions under which the New Jersey Motor Vehicle Commission (“NJMVC”) shall receive a file annually from Program Participant and will, upon receipt of that file, match file data against the NJMVC data. The NJMVC will provide the results of this data match in a separate file to Program Participant. (NJMVC and Program Participant are sometimes hereinafter referred to individually as “party” and/or collectively referred to as “the parties”).

2. Authorized employees of the NJMVC and Program Participant shall carry out the respective requirements of this Agreement. Program Participant shall, under no circumstances, allow non-authorized employees or other persons access to personal information and data unless Program Participant has submitted a written request to allow such persons to the NJMVC and received written approval of such.

B. TERMS OF THE AGREEMENT

The terms of this Agreement shall be effective upon the signing of the Agreement by an authorized representative of each party and shall continue in force and effect for two years from the date of signature by the NJMVC Chief Administrator, or until cancelled pursuant to the terms within paragraph "C", the Cancellation Provision, or, as also set forth in paragraph "C", by the mutual consent of the parties.

C. CANCELLATION PROVISION

1. The NJMVC may cancel or amend this Agreement without prior notice if such cancellation or amendment is deemed necessary by the NJMVC due to any changed requirement in the law or NJMVC policy that would prohibit such an agreement, or upon a determination by NJMVC that there has been a breach of the integrity or security of the data provided to Program Participant, or a failure of Program Participant to comply with established procedures or legal requirements included or incorporated by reference in this Agreement.
2. In the event the NJMVC determines that Program Participant has failed to comply with the terms of this agreement or legal requirements incorporated in this Agreement, the NJMVC will provide, to Program Participant written notice of the issue and the intent to cancel or amend the Agreement. The NJMVC retains the right to withhold data records covered by this Agreement for the duration of any investigation, if the NJMVC determines that such action is required to protect the integrity of the data.
3. Either party to this Agreement may also cancel the Agreement, for any reason or no reason, upon written notice served upon the other party at least 30 (thirty) days prior to cancellation.

D. PUBLIC POLICY, CHOICE OF LAW, INTERPRETATION, SEVERABILITY AND LEGAL OBLIGATIONS

1. In accordance with the public policy of the State of New Jersey, as set forth at N.J.A.C. 13:18-11.3(c), Program Participant shall not use the information provided by the NJMVC pursuant to this Agreement for the purpose of political canvassing or campaigning or any similar purpose or objective, and shall not provide such information to any person or entity which seeks to use such information for any of these purposes.
2. This Agreement shall be governed by the laws of the State of New Jersey, both as to interpretation and performance; and any action at law, suit in equity or judicial proceeding for the enforcement or breach of this Agreement or any provision thereof shall be instituted and maintained in any court of competent jurisdiction in the County of Mercer, State of New Jersey.

3. This Agreement is limited to its provision for access to driver or non-driver personal information records. Neither this Agreement nor any of its terms is intended to be, and should not be construed as, an opinion on the part of the NJMVC or the State of New Jersey regarding any provision of New Jersey State Law.
4. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of New Jersey or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
5. Nothing in this Agreement is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable by law by any third party against the State, NJMVC or against any of their officers or employees.
6. The NJMVC and Program Participant, by signing this Agreement, acknowledge that the NJMVC data intended to be transferred pursuant to this agreement is Personal Information. Personal information is defined as information that identifies an individual, including an individual's photograph, social security number, driver identification number, name, address other than five-digit zip code, telephone number, and medical or disability information, and and any other information specifically defined as personal information by the federal and State Drivers' Privacy Protection Acts ("DPPA"), 18 U.S.C. § 2721 et seq. and N.J.S.A. 39:2-3.3 et seq.
7. Program Participant must strictly adhere to both the federal and State DPPA, incorporated herein by reference. Improperly obtaining and disclosing personal information from a motor vehicle record in violation of the federal or State DPPA is a crime of the fourth degree and persons found to have committed such an offense can be held liable, in a civil action in the Superior Court, by the individual to whom the information pertains for an award of actual damages, punitive damages, and reasonable attorney's fees and litigation costs.
8. Program Participant must, within 48 (forty-eight) hours of discovery of a security breach or unauthorized access by any individual, whether or not acting on behalf of Program Participant, report such to the NJMVC unless law enforcement requests that Program Participant not disclose the incident or by doing so would impede a law enforcement investigation.

E. IMPLEMENTATION

Program Participant agrees to:

1. Provide the NJMVC with a file ("initiating file") containing the social security numbers of all individuals appearing since 1998 in the New Jersey Unemployment Insurance Wage Record data file and an associated random digit identifier with each record.
2. Provide the NJMVC with the names of all authorized officers and authorized employees, by name and title, of Program Participant who will have access to the database file ("resulting

file”) containing the personal information data from the NJMVC. Program Participant’s Director of Research and Evaluation shall immediately advise the NJMVC whenever a listed officer or employee is no longer authorized to receive or view NJMVC personal information and data.

2a. During the period of time when personal information is within control of Program Participant, only individuals holding the following job titles, are authorized:

- Director of Research and Evaluation
- Senior Research Project Manager
- Senior Researcher
- Director of Information Technology

3. Provide NJMVC with an annual designation of authorized officers and employees.

The NJMVC agrees to:

1. Upon the processing of this fully executed Agreement, and upon receipt of an initiating file from Program Participant, attempt to match data from the initiating file against the NJMVC database. The NJMVC will provide Program Participant with specified data fields resulting from the match session. See Attachment 1 for data fields to be provided to Program Participant.
2. Provide the resulting file in either TXT or comma delimited format, as agreed by both parties in advance of the first initiating file.

F. CONDITIONS

Program Participant shall:

1. Take steps necessary to protect the personal information and data provided by the NJMVC under this Agreement from theft, unauthorized disclosure or any use not specifically permitted under this Agreement and/or the federal or State DPPA. Program Participant shall use information received via secure file transfer protocol (“SFTP”) in such a way that unauthorized persons cannot obtain the information by any means.
2. Use the information provided by the NJMVC pursuant to this Agreement only for the permitted purposes explicitly set forth by this Agreement.
3. Not provide personal information obtained pursuant to this Agreement to any non-authorized entity or employee.
4. Back up the information, if necessary and in accordance with the terms of this Agreement, only to a secure data location that is not accessible by anyone not properly authorized.
5. Not accumulate, store or build a file from the personal information and data obtained from the NJMVC. Not copy any part of the entire original data file to sell or disclose to another

entity or engage in the re-sale of the records to entities that would otherwise be required to purchase the records from the NJMVC.

6. Use NJMVC personal information and data only to verify identification of persons in accordance with the identified research project. Upon verification, Program Participant shall destroy NJMVC data, as referenced in State of New Jersey IT Circular 152 - Information Disposal and Media Sanitization Policy which identifies the standards for overwriting data and media destruction in the NIST Special Publication 800-88 Guidelines for Media Sanitization
7. Assume all risks of and responsibility for, and agree to indemnify, defend, and save harmless the State of New Jersey and its officers and employees from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses of any kind arising out of or alleged to arise out of the use of personal information and data provided under this Agreement.
8. Permit a representative or agent of the NJMVC, upon request, to inspect and copy records to assist in identifying each person or entity who obtained personal information from Program Participant and the permissible use for which it was obtained. Program Participant understands and acknowledges the NJMVC's right to insert control records into bulk records and information furnished, as an independent means of identifying any entities to whom Program Participant may have improperly disclosed records and information under this Agreement or if any inappropriate use has occurred.
9. Make any requests for additional uses of the personal information and data provided under this Agreement by submitting such requests, in writing, to the NJMVC, setting forth all intended uses, including those already approved and those for which approval is sought.
10. Immediately notify the NJMVC in writing of any changes to any of the information contained in this Agreement during the term of the Agreement.

G. RESTRICTIONS

Program Participant agrees to certain restrictions as follows:

1. Personal information and data is being provided under the terms of this Agreement with the understanding that Program Participant will not merge the personal information and data with other information gleaned from any other source in order to sell or provide the information to another party as an official NJMVC record.
2. Program Participant will not use the personal information and data records as an enhancement to any marketing efforts for large-scale information sales conducted by Program Participant or its agents. If any such marketing effort occurs, the NJMVC may terminate this Agreement and take other legal action against Program Participant.
3. Program Participant is not entitled to receive, and NJMVC shall not provide, Social Security Numbers, medical information or insurance policy information that may be contained in the NJMVC's database.

4. Personal information and data provided by the NJMVC under this Agreement shall be used strictly for the purpose of facilitating the linking of records so that districts, schools, educators, and other stakeholders can make data-informed decisions to improve student learning and outcomes; as well as to facilitate research to increase student achievement and close achievement gaps; and shall not be used for any other purpose, including, but not limited to, marketing efforts or political canvassing. Personal information, as defined by N.J.S.A. 39:2-3.3, provided by the NJMVC shall not be published or re-disclosed. Personal information shall not be used to contact individuals.
5. Personal information and data will be provided up to once annually and only upon receipt of an initiating file from Program Participant. This program is not intended for individual record requests. Monthly updates will not be provided by the NJMVC.
6. Neither this Agreement nor any interest in this Agreement may be assigned or transferred.

H.COMPENSATION

1. Bills or other costs incurred as a result of this Agreement shall be sent to John J. Heldrich Center for Workforce Development, Rutgers University, 30 Livingston Ave., New Brunswick, NJ 08901.
2. Program Participant shall be responsible for paying the cost of computer programming needed to accommodate the request. Computer programming costs will be added as an addendum to this Agreement once the cost has been determined and prior to the first exchange of data.
3. Program Participant shall also be responsible for annual fee of \$100 to cover administrative costs.
4. Program Participant shall submit all fees by check, made payable to the New Jersey Motor Vehicle Commission, sent to the New Jersey Motor Vehicle Commission, Business and Government Services, PO Box 122, Trenton, NJ 08666-0122.

The foregoing constitutes the full Agreement for the provision of records between the NJMVC and Program Participant.

I. CONTACT INFORMATION

All notices, questions or problems that arise in connection with this Agreement shall be sent to the individuals designated as contact persons below. Each party shall update the contact information immediately upon any change.

New Jersey Motor Vehicle Commission

Marcy Klein
Business and Government Services
225 East State Street
PO Box 122
Trenton, NJ 08666-0122
Phone: (609) 292-8821
Fax: (609) 341-2732
Email: mvc.bpm@dot.state.nj.us


Heldrich Center for Workforce Development

William Mabe
Director of Research and Evaluation
30 Livingston Ave.
New Brunswick, NJ 08901
Email: billmabe@ejb.rutgers.edu

The undersigned represent that they are authorized to enter into this Agreement on behalf of the NJMVC and Program Participant.

IN WITNESS WHEREOF, both parties have caused this Agreement to be signed and witnessed.

Witness:

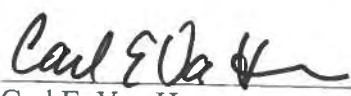
By: 
Jeanne D. Ashmore
Deputy Chief Administrator
New Jersey Motor Vehicle Commission

By: Kate Tasch
Kate Tasch
(Print Name)

Date: 6-25-15

Date: 6-25-15

Witness:

By: 
Carl E. Van Horn
Director
John J. Heldrich Center for Workforce
Development

By: Janice Vasicek
Janice Vasicek
(Print Name)

Date: 6/26/15

Date: 6/26/15

Attachment 1

Data Elements

First Name	
Last Name	
Date of Birth	
Gender	
Address	
Last Record Update Date	

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SOUTH DAKOTA DEPARTMENT OF LABOR AND REGULATION
AND
THE SOUTH DAKOTA DEPARTMENT OF PUBLIC SAFETY**

A. INTRODUCTION AND PURPOSE

The South Dakota Department of Labor and Regulation (DLR) and the South Dakota Department of Public Safety (DPS) have entered into this Data Sharing Agreement in order to permit DLR to analyze the supply and demand for labor in the State of South Dakota. Educational program completers are one of the most important components of labor supply estimates and the single most important component of labor supply for skilled occupations requiring formal training.

South Dakota employers are required to provide employee wage records to the South Dakota Unemployment Insurance Division (UI). UI is a division of DLR. The wage records provide a source of data on wage earners by geographic location and industry.

DPS driver license records include name and social security number of licensed drivers. Additionally, demographic data is collected which includes age, gender and residence. The merging of the UI wage record data with DPS demographic data would provide more insight regarding commuting patterns of the South Dakota labor force, projected labor supply shortages, job placement reporting, youth employment, multiple job holders, and new workforce entrants. The results of this program will be used strictly to generate statistics and aggregate data outcomes that may be published by DLR.

DLR maintains records assembled pursuant to title III, title IX, title XI, and title XII of the Social Security Act of 1935, as amended (42 USC 501-504, 42 USC 1101-1110, 42 USC 1320b-7, and 42 USC 1321-1324), the Wagner-Peyser Act, as amended (29 USC 49 et seq.), and the Workforce Investment Act of 1998 (29 U.S.C. § 2801), collectively "wage records." These records are subject to privacy protections stated in the respective statutes, as well as to the privacy requirements of the Privacy Protection Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988 (P.L. 100-503). DLR has authority to match wage records with other records for purposes of statistical research, so long as the matched records are not used for purposes of making decisions about benefits or privileges of specific individuals. OMB Guidance, paragraph 5.a. (3) (b) at S4 FR 25823 of June 19, 1989 (regarding the application of the Computer Matching and Privacy Protection Act of 1988, P.L. 100-503).

The personal information obtained by DPS is confidential and may not be disclosed except as provided in the Driver's Privacy Protection Act of 1994 (DPPA), 18 U.S.C. §§2721-2725 (1994 ed. And Supp. III). The DPPA regulates how DPS and other governmental agencies may release such records. The DPPA permits DPS and other governmental agencies to disclose such records to other governmental agencies to carry out their official governmental duties. DLR is a governmental agency of the State of South Dakota and uses such records to carry out its official duties.

The Parties will adhere to any and all confidentiality requirements pertaining to any and all data, records, or information accessed in furtherance of this Data Sharing Agreement.

The data matching will take place under the supervision of the DLR. DPS will deliver to the DLR electronic files containing the following data:

Social Security Number (SSN), Age, Address, Zip Code, Gender and Date of Birth.

B. SECURITY PROCEDURES

DLR and DPS agree that records used and created during the course of the program will be maintained and safeguarded in such a manner as to restrict access to only those individuals who have a legitimate need in order to accomplish the program's purpose. All records, both those used for computer comparison and those created as a result thereof, will be kept in secured areas during working and nonworking hours. Hardcopy records will be stored in locked desks or file cabinets and automated records will be stored in secured computer facilities.

DLR shall certify that all DLR and South Dakota Bureau of Information Technology (BIT) staff members with access to Confidential Information have been subjected to a bone fide criminal background check and have no record of any felony convictions. Any exceptions to this requirement must be approved in writing by DPS. In addition, DLR shall notify DPS of any DLR or BIT staff member changes. Any new DLR or BIT staff members that have access to Confidential Information shall also be subject to this provision.

C. COST

Given the nominal costs incurred by DPS, the parties agree that such costs will not be reimbursed by DLR.

D. STARTING AND ENDING DATES

This Agreement shall commence on November 1, 2015 and end on January 31, 2018. This Agreement may be terminated for any reason by either party hereto by giving 90 days written notice.

E. REPRESENTATIVES

The following designated individual will be the contact from DLR for the technical direction of this Agreement:

For DLR: Bernadette Moran
 Labor Market Information Center
 South Dakota Department of Labor and Regulation
 420 South Roosevelt Street
 Aberdeen, SD 57402-4730
 Phone: 605.626.2314
 Email: bernie.moran@state.sd.us

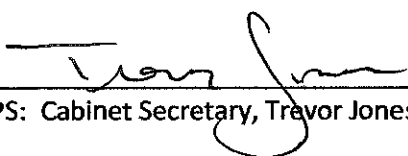
The following designated individual will be the contact from DPS for the administration and technical direction of this Agreement:

For DPS:

Jane Schrank
Program Director -- Driver Licensing
South Dakota Department of Public Safety
118 West Capitol Avenue
Pierre, SD 57501
Phone: 605.773.4846
Email: Jane.Schrank@state.sd.us

F. APPROVAL

The undersigned authorized officials of the Department of Labor and Regulation and Department of Public Safety commit their respective agencies to the terms of this Agreement.



DPS: Cabinet Secretary, Trevor Jones

11-10-2015
Date



DLR: Cabinet Secretary, Marcia Hultman

11.5.15
Date



DMV USE ONLY	
USER	<i>00C04</i>

Information Use Agreement

PURPOSE: To establish an agreement between the User and the Department of Motor Vehicles (DMV) for access to DMV records.

This Agreement, made and entered into on this date: May 29, 2015, between Virginia Employment Commission, hereinafter referred to as the USER, and the Commonwealth of Virginia, Department of Motor Vehicles, hereinafter referred to as DMV.

Witnesseth:

The term of this Agreement shall be for the period beginning on **July 25, 2015** and shall continue for a period of two years, ending on **July 24, 2017** unless otherwise terminated by the USER upon thirty (30) days written notice to DMV, or terminated by DMV at any time by written or verbal notice to the USER. DMV reserves the right to terminate this Agreement in part or in whole for any reason, at anytime, without prior notice at the sole discretion of DMV. Notice shall be deemed given on the date delivered to the other party, or, if sent by mail, five (5) days from the date of mailing as indicated by the postal mark on the envelope.

This Agreement may be renewed for an infinite number of successive two-year periods. This Agreement shall not automatically renew. Written notice of DMV's intention to renew shall be given approximately sixty days prior to expiration of each contract period.

All modifications to this Agreement must be authorized in advance, in writing, by DMV. Under no circumstances shall the USER proceed with changes to any aspect of this Agreement without express, prior written consent of DMV.

According to § 46.2-208 of the Code of Virginia, the Commissioner may enter into an agreement with any governmental authority or business to exchange information specified in this section by electronic or other means.

Whereas, the USER requests the following:

- Driver Information which relates to a driver's license status and driver activity
- Vehicle Information which includes vehicle description, title, registration and vehicle activity

Now, therefore, the USER hereby agrees without reservation or qualification to comply with all statutes and regulations, whether Federal or State, and all DMV policies pertaining to personal information disseminated by DMV, which statutes and regulations include but may not be limited to: Virginia Code §§ 46.2-208, 46.2-209 and 46.2-210, the Federal Driver's Privacy Protection Act (DPPA), 18 U.S.C. §§ 2721 through 2725 and DMV's Information Security Policy. The USER further agrees and hereby certifies that the information furnished from said record(s) shall be used for no purpose other than the purpose for which it was furnished.

The use of the seal of the Commonwealth of Virginia or any copyrighted material owned by the Commonwealth of Virginia is prohibited.

AUTOMATED INTERFACE RESTRICTION: The User and/or its agents will not develop or utilize any automated interfaces or other methodologies for the extraction or manipulation of data or information (commonly referred to as screen-scraping or web-enabled access) received from DMV pursuant to this Information Use Agreement without explicit review and written permission of DMV. DMV has established this requirement because federal and state laws impose stringent requirements providing for the protection and presentation of all data processed, stored, and transmitted via DMV's systems, whether internet, extranet or intranet. DMV reserves the right to revoke this Information Use Agreement if this provision is violated in any way.

The USER will keep on file and make available for inspection by DMV adequate written authorization by the subject for each such personal information request to cover any requested dissemination when required by law. The USER further agrees and hereby certifies that in the event the disclosure of such information leads to any claim or litigation, the USER will indemnify and hold DMV harmless from any resulting liability.

The laws of the Commonwealth of Virginia shall govern this Agreement. Any litigation arising under or concerning this Agreement shall be brought in a court of competent jurisdiction of the Commonwealth of Virginia. Should a court of competent jurisdiction find any clause or provision of this Agreement unenforceable, that clause or provision shall be struck from the Agreement or may be modified as the court sees fit in a manner that allows other clauses or provisions in the Agreement to remain in full force and effect.

Security Requirements: All automated systems access users shall, at their own expense, comply with and maintain compliance with all Commonwealth of Virginia IT security policies, standards, and guidelines, including and revisions, amendments, and/or successors thereto. All automated systems access users shall make all necessary modifications to comply with and maintain compliance with all revisions, updates, modifications, and/or successors to such policies, standards, and guidelines at its own costs. All automated systems access users also shall, at their own expense, comply with and maintain compliance with the DMV IT Architecture and Security Documents, as may be amended from time to time.

Copies of the current Commonwealth of Virginia IT security policies, standards, and guidelines are available on the VITA Website at <http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs>.

Copies of the most recent DMV IT Architecture and Security Documents are available on the DMV Website at http://www.dmv.virginia.gov/webdoc/general/security_docs.asp.

All automated systems access users will be responsible for reviewing these websites for revisions, updates and/or modifications at least once every six months.

Audit Requirements: DMV reserves the right to audit User to confirm compliance with all requirements in this agreement. User shall provide DMV with full access to and the opportunity to examine any records, electronic devices, and/or other materials necessary to perform such audits.

Use Agreement Services

It is certified that the information obtained by Online access, is to be used for the sole purpose (stated in the USER's application) of: collection of overpaid UI benefits, UI delinquent taxes, eligibility to meet employer job requirements and eligibility for the Work Opportunity Tax Credit (WOTC) Federal tax credit incentive program and the USER covenants that the information shared, as contemplated by this Agreement, is personal to the USER and that the USER will not permit the information to be utilized by any other person, firm, corporation or government agency unless expressly specified and authorized in an addendum to this agreement. Further, USER covenants that the information obtained will be used solely to assist in the delivery of services in the USER's normal course of business, which expressly shall not include use in transactions in which the USER has a personal interest or transactions in which there is a personal benefit accruing to the USER.

- a) **Misuse:** DMV may immediately terminate this Agreement and/or deny USER's access to DMV's records, at the discretion of DMV, upon suspected or actual misuse of information provided to USER pursuant to this Agreement or derived therefrom by USER or any customer or third party supplied with information directly or indirectly by USER.
- b) **Changes in the Law:** This Agreement is subject to immediate termination by DMV or the USER upon passage or interpretation by a court of competent jurisdiction of any state or federal law or regulation that makes this Agreement or any provision contained herein unlawful, or any law or regulation that would require DMV, as a result of uses authorized by this Agreement, to obtain express written consent of the person to whom such information pertains.
- c) **Non-Compliance with the Terms of this Agreement:** DMV may immediately terminate this Agreement and/or deny USER's access to DMV's records, at the discretion of DMV, upon suspected or actual non-compliance with the terms of this Agreement.

Should the USER misuse the information obtained from DMV or otherwise fail to comply with the terms of this Agreement, then, in addition to immediately terminating this Agreement and/or denying USER's access to DMV's records, DMV may:

- 1) recover all files and media suspected of containing information obtained from DMV;
- 2) hold the USER responsible for any damages caused by the misuse of personal information obtained from DMV; and
- 3) make public any available evidence of such misuse of information and/or non-compliance with the terms of this Agreement in order to allow victimized persons the opportunity to bring charges against the USER, either individually or in concert.


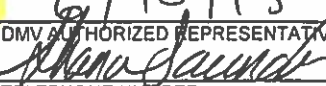
In accordance with the provisions of Section 607 of the Federal Fair Credit Reporting Act (Pub. L. 91-508, as amended), the Federal Driver's Privacy Protection Act, the Consumer Credit Protection Act (Pub. L. 90-321, as amended), the Virginia Government Data Collection and Dissemination Practices Act (Virginia Code § 2.2-3800 et seq.), and § 46.2-208 et seq. of the Code of Virginia it is hereby certified that the below named USER is entitled to the use of the above requested information recorded in the files of DMV.

It is further certified that the below named USER has caused this agreement to be signed by a duly authorized representative or agent, thereby binding its authorized personnel and representatives to the conditions stated in this Information Use Agreement.

The USER, unless exempt from fees based on Virginia Code § 46.2-214, will be billed monthly for services outlined in this Information Use Agreement. If payment for these services is not received within 30 days of billing, DMV will consider the payment overdue and may take action to discontinue the services. Users will be subject to DMV's usual procedures for collection of past due accounts.

In witness whereof, the parties hereto have affixed their signatures and seals.

(Print or type)

USER IDENTIFICATION	SIGNATURES	
USER Virginia Employment Commission	USER SIGNATURE (authorized representative) 	
TAXPAYER IDENTIFICATION NUMBER 546001795081	USER AUTHORIZED REPRESENTATIVE (print) Steve W. Pica	
ADDRESS (street or post office box) P. O. Box 1358	DATE (mm/dd/yyyy) 6/16/15	
CITY, STATE, ZIP CODE Richmond, VA 23218	DMV AUTHORIZED REPRESENTATIVE 	DATE (mm/dd/yyyy) 6/16/2015
TELEPHONE NUMBER 804-786-4310	TELEPHONE NUMBER (804) 447-7106	

OTHER AUTHORIZED USERS

Names of Authorized USERS. Use letterhead stationary if more space is needed.

SPECIAL USER NOTES AND AGREEMENT PROVISIONS

- Violation of the terms contained herein is punishable under state law as a Class 4 misdemeanor. Violation of Federal Public Law 91-508, known as the Fair Credit Reporting Act, and the provisions therein is punishable by up to a \$5,000 fine or two years imprisonment or both.
- Users are subject to reasonable inspection and/or audit by DMV to ensure compliance with the terms and provisions stated in this Agreement.

Use Agreement Services

JUN 16 2015

**MEMORANDUM OF UNDERSTANDING
BETWEEN
WYOMING DEPARTMENT OF EMPLOYMENT, UNEMPLOYMENT TAX DIVISION
AND
WYOMING DEPARTMENT OF TRANSPORTATION, HIGHWAY SAFETY
PROGRAM**

COPY

1. **Parties.** This Memorandum of Understanding [MOU] is made and entered into by and between the Wyoming Department of Employment, Unemployment Tax Division [DOE/UTD], whose address is: 100 West Midwest, Casper, Wyoming 82601 (Mailing Address: P.O. Box 2760, Casper, Wyoming, 82602), and the Wyoming Department of Transportation, Highway Safety Program [WYDOT/HSP], whose address is: 5300 Bishop Boulevard, Cheyenne, Wyoming 82002.

2. **Purpose.** The purpose of this MOU is to set forth the terms and conditions by which DOE/UTD shall have access to crash data supplied by WYDOT/HSP to analyze and prepare a statistical reports on crash incidence data and worker commuting data.

3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be given to the parties at the address provided under this MOU, by certified mail, postage prepaid and return receipt requested.

4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.

5. **Responsibilities of DOE/UTD.** DOE/UTD agrees to:

A. Within five (5) days of signing this MOU, designate in writing to WYDOT/HSP an employee representative to act as the contact person for communications concerning the work to be performed under this MOU.

B. Provide WYDOT/HSP with copies of any reports on worker commuting patterns in the state including descriptive and/or model-based probabilities of commuting characteristics and motor vehicle crashes.

C. As requested by WYDOT/HSP, provide consultations on the results of data analysis.

D. Safeguard and maintain the confidentiality of all information received from WYDOT/HSP in accordance with the Privacy Protection Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988 (5 USC Sec. 552a.); the Social Security Act, (42 USC Ch. 7, Sec. 902 et seq.); Section 309 of the Workforce Investment Act (P.L. 105-220); and Wyo. Stat. Ann. § 27-2-603, § 16-4-203(d) and § 31-5-1110.

6. **Responsibilities of WYDOT/HSP.** WYDOT/HSP agrees to:

A. Within five (5) days of signing this MOU, designate in writing to DOE/UTD an employee representative to act as the contact person for communications concerning the work to be performed under this MOU.

B. Provide complete data downloads and/or access to State of Wyoming motor vehicle crash data, including confidential elements such as driver license and/or social security numbers for the calendar years 2000-2006 inclusive.

C. Provide complete data downloads and/or access to State of Wyoming motor vehicle crash data, including confidential elements such as driver license and/or social security numbers. Such data transfers and/or access shall be completed on a calendar year basis upon notification to DOE/UTD by WYDOT/HSP that the file is complete.

7. **General Provisions.**

A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.

B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Compliance with Law.** Both parties to this MOU shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this MOU.

D. **Entirety of Agreement.** This MOU, consisting of four (4) pages represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

E. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.

F. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

G. **Sovereign Immunity.** The State of Wyoming, Department of Employment, Unemployment Tax Division and the State of Wyoming, Department of

8. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

WYOMING DEPARTMENT OF EMPLOYMENT, UNEMPLOYMENT TAX DIVISION

Wendy Tyson
Wendy Tyson, Administrator

10-9-07
Date

WYOMING DEPARTMENT OF TRANSPORTATION, HIGHWAY SAFETY PROGRAM

Matthew D. Carlson, PE, State Highway Safety Engineer

Date

WYOMING ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Doug Moench
Doug Moench, Senior Assistant Attorney General
Representing the Wyoming Department of Transportation

10/5/07
Date

Robert L. Lanter #16350
Robert L. Lanter, Senior Assistant Attorney General
Representing the Wyoming Department of Employment

10-5-07
Date

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Transportation, Highway Safety Program do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

H. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

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**MEMORANDUM OF UNDERSTANDING BETWEEN
COLORADO DEPARTMENT OF REVENUE,
DIVISION OF MOTOR VEHICLES
AND
WYOMING DEPARTMENT OF EMPLOYMENT,
UNEMPLOYMENT TAX DIVISION**

1. **Parties.** This Memorandum of Understanding [MOU] is made and entered into by and between the Colorado Department of Revenue, Division of Motor Vehicles [DOR/DMV], whose address is: 1881 Pierce # 164, Lakewood Colorado 80214, and Wyoming Department of Employment, Unemployment Tax Division [DOE/UTD], whose address is: 246 South Center, Casper, Wyoming 82601 (Mailing Address: P. O. Box 2760, Casper, Wyoming 82602).
2. **Purpose.** The purpose of this MOU is set forth the terms and conditions by which DOR/DMV shall supply electronic demographic data to DOE/UTD for use in supplying statistical reports to Colorado and Wyoming traffic planning entities and other interested parties.
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.
5. **Responsibilities of DOE/UTD.** DOE/UTD agrees to:
 - A. Assign Doug Leonard, Senior Economist, to act as principal contact concerning the work to be performed under this MOU.
 - B. Once each calendar quarter, submit a complete list of all Social Security Numbers (SSNs) appearing in the Wyoming wage records database to the DOR/DMV.
 - C. Transmit SSNs and a sequence number to DOR/DMV using a secure File Transfer Protocol [FTP] process.
 - D. Safeguard and maintain the confidentiality of all information received from DOR/DMV in accordance with the Privacy Protection Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988 (5 USC Sec. 552a); the Social Security Act (42 USC Ch. 7, Sec. 902 et seq.); Section 309 of the Workforce

Investment Act (P.L. 105-220); and the Driver Privacy Protection Act as codified in 18 U.S.C. sec 2721 et seq., C.R.S. 42-1-206 and part 2 of article 72 of title 24, C. R. S., the federal "Fair Credit Reporting Act" 15 U.S.C. sec 1681 et seq. DOE/UTD agrees that confidential information will not be disclosed to any other party. No data will be reproduced in any form that identifies an individual or employer.

6. **Responsibilities of DOR/DMV.** DOR/DMV agrees to:

- A. Assign C. Stephen Hooper, Operations Director, Driver Control, to act as principal contact concerning the work to be performed under this MOU.
- B. Upon receipt of SSNs, match SSNs to driver's license records providing physical addresses, date of renewal, and date of last record change using job # P44WY1R.
- C. Remove SSNs from matched file.
- D. Return the completed file using FTP process to DOE/UTD.
- E. Destroy the original file sent to DOR/DMV by DOE/UTD immediately following the matching process in Section 6 (B) above.
- F. Safeguard and maintain the confidentiality of all information received from DOE/UTD in accordance with the Privacy Protection Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988 (5 USC Sec. 552a); the Social Security Act (42 USC Ch. 7, Sec. 902 et seq.); and Section 309 of the Workforce Investment Act (P.L. 105-220). DOR/DMV agrees that confidential information will not be disclosed to any other party.

7. **General Provisions.**

- A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- B. **Entirety of MOU.** This MOU, consisting of four (4) pages, represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations and MOUs, whether written or oral.
- C. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.

or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

- E. Sovereign Immunity.** The States of Wyoming and Colorado, the DOR/DMV and the DOE/UTD do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- F. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

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8. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

COLORADO DEPARTMENT OF REVENUE, DIVISION OF MOTOR VEHICLES

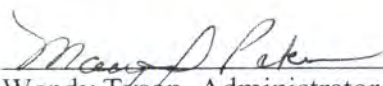


Paul E. Doyle, CFO



Date

WYOMING DEPARTMENT OF EMPLOYMENT, UNEMPLOYMENT TAX DIVISION

 (acting)

Wendy Tyson, Administrator



Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #27126

Robert L. Lanter, Senior Assistant Attorney General

Representing Wyoming Department of Employment, Unemployment Tax Division



Date

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