



Board of County Commissioners Agenda Request

2K

Agenda Item #

Requested Meeting Date: 6/14/2016

Title of Item: DVS Business Partner Records Access Agreement

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Elizabeth DeRuyck		Department: Community Corrections
Presenter (Name and Title): Elizabeth Deruyck, Director		Estimated Time Needed:
Summary of Issue: The Department of Public Safety Driver and Vehicle Services requires the community corrections department to enter into an Agreement for the purposes of accessing DVS Data . The County Board shall make resolution to assign an delegated data user representative for the purposes of adding and removing users. See attached resolution.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Pass resolution approving the DVS Business Partner Agreement as provided.		
Financial Impact: <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

CERTIFIED COPY OF RESOLUTION OF COUNTY BOARD OF AITKIN COUNTY, MINNESOTA

ADOPTED June 14, 2016

By Commissioner: xx

20160614-0xx

DVS BUSINESS PARTNER RECORDS ACCESS AGREEMENT WITH THE COUNTY OF AITKIN ON BEHALF OF ITS COMMUNITY CORRECTIONS DEPARTMENT

WHEREAS, the County of Aitkin on behalf of its Community Corrections Department desires to enter into a Business Partner Agreement with the State of Minnesota, Department of Public Safety, Department of Vehicle Services.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Aitkin, Minnesota as follows:

1. That the DVS Business Partner Records Access Agreement with the State of Minnesota, Department of Public Safety, Department of Vehicle Services and the County of Aitkin on behalf of its Community Corrections Department is hereby approved.
2. That the Director of Community Corrections, Elizabeth DeRuyck, or her successor, is designated the Delegation of the Data Use Representative and is the Authorized Representative for the Community Corrections Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the county's connection to the systems and tools offered by the State.
3. That Elizabeth DeRuyck, Director of the Community Corrections Department is authorized sign the DVS Business Partner Records Access Agreement.

Commissioner xx moved the adoption of the resolution and it was declared adopted upon the following vote

FIVE MEMBERS PRESENT
STATE OF MINNESOTA}
COUNTY OF AITKIN}

All Members Voting Yes

I, Nathan Burkett, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 14th day of June 2016, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 14th day of June 2016

Nathan Burkett
County Administrator



MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DRIVER AND VEHICLE SERVICES

DVS Business Partner Records Access Agreement

Government Agency

This agreement is between the State of Minnesota, acting through its *Department of Public Safety* (hereinafter "STATE") and ELIZABETH DERUYCK, DIRECTOR, a representative of AITKIN COUNTY COMMUNITY CORRECTIONS located at 204 1ST STREET NW, AITKIN, MN 56431 (hereinafter "DVS BUSINESS PARTNER").

I understand by signing this document I agree to the following terms and conditions to gain access to the STATE's, Driver and Vehicle Services Division (hereinafter "DVS") records information system for a DVS BUSINESS PARTNER business and only for the uses described in the DVS Business Partner Intended Use Statement.

1. Access to the DVS record information system is restricted to DVS BUSINESS PARTNER employees who need access to perform their DVS BUSINESS PARTNER duties.
2. The DVS data obtained by the DVS BUSINESS PARTNER **will not** be used for personal or non-business purposes.
3. DVS BUSINESS PARTNER will provide the STATE with general use of data and specific examples of how DVS data will be used by the DVS BUSINESS PARTNER and its employees in number 16 of this agreement which is entitled **Intended Use Statement**. The STATE will determine the appropriate access allowed by statute and applicable laws, based on the information provided. DVS data obtained by the DVS BUSINESS PARTNER will only be used for the uses described and approved in number 16 of this agreement.
4. The DVS BUSINESS PARTNER is responsible for training all individuals of the proper use and dissemination of DVS data using the material provided by the STATE. The DVS BUSINESS PARTNER must collect the certificate of completion provided at the end of the training and retain for audit purposes.
5. The DVS BUSINESS PARTNER will require each individual who has a business need to access the DVS data to sign a government individual user agreement regarding usage and dissemination of STATE data. This form is submitted to and maintained by the STATE.
6. The DVS BUSINESS PARTNER will notify the STATE within three (3) days when an individual has left the DVS BUSINESS PARTNER so the access can be disabled.
7. The DVS BUSINESS PARTNER understands each individual is assigned their own username by the STATE, and the individual's username and password information **will not** be shared with anyone, including other employees or their supervisors.
8. The DVS BUSINESS PARTNER understands that improper use or release of DVS data may result in loss of record access as well as possible civil penalties under both state and federal laws.

9. Information Security

The DVS BUSINESS PARTNER is required to secure and protect the DVS data requested in this application. Respond to the questions below to indicate how information security will be maintained:

a. How will electronic/paper copies of records be securely stored?

The computer systems will have adequate physical security at all times to protect against any unauthorized access to or routine viewing of computer devices, access devices, and printed and stored data. Copies of records out of plain view.

b. What type of security do you use for your online computer terminals?

Computers are on a local county network using a Microsoft domain.

c. How will you audit and manage the access to and dissemination of the requested information?

The supervisor will request a list of accesses from DVS at least once annually. The supervisor will then randomly audit 20% of all the names on the list, or a minimum of 10 names.

d. What is the authentication method used to access online computer terminal(s)?

Security access to the computer is by user name and password within the Microsoft domain.

10. Report of Misuse

All incidents of misuse, or suspected misuse, by DVS BUSINESS PARTNER employees must be reported to DVS. DVS will examine each incident for validity and forward any substantiated report of misuse for further investigation to the DVS BUSINESS PARTNER and/or law enforcement. Failure to report confirmed or suspected misuse may result in suspension or cancellation of the DVS BUSINESS PARTNER user account

11. Liability for State Agencies

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

Liability for Local and County Government

The DVS BUSINESS PARTNER will indemnify, save, and hold the STATE, and its employees harmless from any claims or causes of action, including attorney's fees incurred by the STATE, arising from the performance of this agreement by the DVS BUSINESS PARTNER or the DVS BUSINESS PARTNER's employees. This clause will not be construed to bar any legal remedies the DVS BUSINESS PARTNER may have for the STATE's failure to fulfill its obligations under this agreement.

12. Government Data Practices

The DVS BUSINESS PARTNER and the STATE must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and U.S. Code Title 18 § 2721, as they apply to all data provided by the STATE under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the DVS BUSINESS PARTNER under this agreement. The civil remedies of Minn. Stat. §§ 13.08 and 13.09, and U.S. Code Title 18 § 2721 apply to the release of the data referred to in this clause by either the DVS BUSINESS PARTNER or DVS (See Exhibits A and B).

13. Audits

The STATE maintains an electronic log of data accessed through the DVS website. This electronic log includes, in part, the user name, date, time, IP address, and the data queried.

The DVS BUSINESS PARTNER must maintain a record to verify work-related queries. This record must be maintained for at least five (5) years from the date of the inquiry and must be presented to the STATE upon request.

Inspection of Records

The DVS BUSINESS PARTNER's place of business shall be available within a reasonable period of time for an electronic or manual audit of records upon request from the STATE or its representative. The DVS BUSINESS PARTNER understands that failure to respond to an audit report request with findings may result in suspension or cancellation of the DVS BUSINESS PARTNER access.

Audits will be conducted at the DVS BUSINESS PARTNER's expense.

14. Termination

The STATE or the DVS BUSINESS PARTNER may terminate this agreement at any time, with or without cause, upon written notice to the other party.

15. Delegation of Data Use Representative (DUR)

The DUR is the only person from whom DVS will accept changes.

DUR Responsibilities:

- Verify the identity of the user via a current state issued ID card or driver's license
- Provide the new user with training on the proper use and dissemination of DVS data
- Obtain signed individual agreement and verify access requested for user is based on job duties
- Stress to users that access is for work related purposes only
- Provide the new user with the username assigned and the link to ESupport
- Send an email to DVS.DataServices@state.mn.us to remove access when a user no longer needs access due to assignment change or when no longer employed

DUR Full Name (please print or type) Elizabeth DeRuyck

DUR Attestation:

I attest that I have read and understand my responsibilities as Data Use Representative (DUR).

Signature

Date

16. Intended Use Statement

Pursuant to 18 U.S.C. § 2721, check the box(es) that correspond to the permissible use(s) that allows DVS BUSINESS PARTNER access to DVS data.

See **Exhibit B** for the list of permissible uses. Check all uses that apply.

- | | |
|---------------------------------------|-----------------------------|
| <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 8 |
| <input type="checkbox"/> 2 | <input type="checkbox"/> 9 |
| <input checked="" type="checkbox"/> 3 | <input type="checkbox"/> 10 |
| <input checked="" type="checkbox"/> 4 | <input type="checkbox"/> 11 |
| <input type="checkbox"/> 5 | <input type="checkbox"/> 12 |
| <input type="checkbox"/> 6 | <input type="checkbox"/> 13 |
| <input type="checkbox"/> 7 | <input type="checkbox"/> 14 |

Type of Access Required

Driver's License Data

Provide general use and specific examples of how the driver's license data will be used by the DVS Business Partner.

VERIFICATION OF DL STATUS AND DRIVER RECORD INCLUDING IDENTITY AND PICTURE OF THE PARTY
FOR COURT ORDERED FUNCTIONS TO BE CARRIED OUT, ASSIST CLIENTS TO REINSTATE LICENSE
RECORD FOR COURT REPORTS, VERIFY RESIDENCY OF CLIENTS AND/OR SEARCH FOR LAST KNOWN

Motor Vehicle Data

Provide general use and specific examples of how the motor vehicle data will be used by the DVS Business Partner.

VERIFICATION OF REGISTRATION FOR PREDATORY OFFENDERS, DETERMINE VEHICLE OR RESIDENCES
TO ENSURE AGENT SAFETY AND KNOWLEDGE OF THOSE WHO ARE PRESENT AND COMPLIANCE OF
COURT CONDITIONS

Photo Access -- Check the box below that applies to the DVS Business Partner pursuant to Minn. Stat. § 171.07, Subd. 1a.

To the issuance and control of drivers' licenses;

To criminal justice agencies, as defined in section 299C.46, subdivision 2, for the investigation and prosecution of crimes, service of process, enforcement of no contact orders, location of missing persons, investigation and preparation of cases for criminal, juvenile, and traffic court, and supervision of offenders;

To public defenders, as defined in section 611.272, for the investigation and preparation of cases for criminal, juvenile, and traffic courts;

To child support enforcement purposes under section 256.978

Provide specific examples of how the driver's license photo data will be used by the DVS Business Partner pursuant to Minn. Stat. § 171.07.

FOR PURPOSES OF SUPERVISING OFFENDERS, VERIFY IDENTITY OF INDIVIDUAL

Other data access request and authority – Please Explain:

I, the undersigned, as an authorized representative of the DVS BUSINESS PARTNER, certify by signing this agreement the information and statements provided on this document are true and correct, and I agree to the terms and conditions for intended use of DVS data as defined in Exhibit A and Exhibit B, which are attached and incorporated into this agreement by reference. The DVS BUSINESS PARTNER must comply with the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, and U.S. Code Title 18 § 2721, as they apply to all data provided by DVS under this agreement. Each party will be responsible for its own acts and behavior and the results thereof. The civil remedies of Minn. Stat. § 13.08 and § 13.09, and U.S. Code Title 18 § 2721, apply to the release of the data referred to in the clause by either the DVS BUSINESS PARTNER or DVS.

DVS Business Partner	State
Signature: _____	Signature: _____
Printed Name: Elizabeth DeRuyck	Printed Name:
Title (no acronyms): Director	Title (no acronyms):
Date: 6/14/16	Date:
Email: liz.deruyck@co.aitkin.mn.us	
Phone Number: 218-927-7394	

**Please send completed form to DVS:
 Email to DVS.DataServices@state.mn.us or fax to (651) 797-1205**

Exhibit A

Access to Driver License and Motor Vehicle records is governed by Minnesota Statutes Sections 168.346, 171.12 Subd. 7 and 171.12 Subd. 7a. and United States Code, Title 18, Sections 2722-2725.

Under United States Code, Title 18, Sec. 2722 the following are unlawful acts:

(a) Procurement for Unlawful Purposes. -- 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.

Under United States Code, Title 18, Sec. 2723 the following penalty may apply to unlawful acts:

(a) Criminal Fine. -- A person who knowingly violates this chapter shall be fined under this title.

United States Code, Title 18, Sec. 2724 provides for the following 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.

Under United States Code Title 18, Sec. 2725 Motor vehicle record is defined as:

(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;

Exhibit B

Permissible Uses of Motor Vehicle Data as provided in United States Code, Title 18, Section 2721

- 1) For use by any government agency, including 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 agencies, employees, or contractors; and (B) if such information as so submitted is not correct or is no longer correct, to obtain 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, re-disclosed, or used to contact individuals.
- 6) For use by any insurer or insurance support organization, or by 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 State has obtained the express consent of the person to whom such personal information pertains.
- 12) For bulk distribution for surveys, marketing, or solicitations if the State has obtained the express consent of the person to whom such personal information pertains.
- 13) For Use by any requester, if the requester demonstrates it has obtained 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. **List specific statutory authorization.**