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[www.broward.edu](http://www.broward.edu)

# BROWARD COLLEGE

Define yourself.

To: Members of the Board of Trustees

From: J. David Armstrong Jr., President

Date: June 23, 2009

Place: Regular Meeting of the Board of Trustees  
Broward College  
Boardroom 1208, Building 33, Willis Holcombe Center  
111 East Las Olas Boulevard  
Fort Lauderdale, Fl

Subject: Agenda Item VII-C - Contract with Department of Highway Safety and  
Motor Vehicles (DHSMV)

**Brief Description:**

Verification of documentation of the HSMV web site (e.g., driver's license or vehicle registration original issue dates) to support classification of students as Florida residents for tuition purposes.

**Benefit to BC :** The College will have immediate access to State's databases to verify the issue dates on the documents parents and/or students provided as proof to support residency determinations.

**Relationship to College Master Plan :** This is consistent with the College's plan for providing high-quality services and for using technology to assist its constituents in a timely and efficient manner.

Board Agenda Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

Agenda Item V11-C  
Enclosure \_\_\_\_\_

**BOARD OF TRUSTEES  
AGENDA TRANSMITTAL SHEET**

To: **President** Date: June 4, 2009  
From: **Vice President/Provost**  
Subj: **Contract with Department of Highway Safety and Motor Vehicles to view their Databases**

**Issue: Verification of Documentation as Proof of Florida Residency for Tuition Purposes**

**Background/Analysis: Students must provide two primary documents to the College (i.e., driver's license, vehicle registration, or voter's registration card), indicating a presence in the State at least 12 months old prior to enrollment for a term, to support classification as a resident for tuition purposes in order to receive in-state fees.**

**Fiscal Impact:** There is no fiscal impact for the College.

**Willie J. Alexander Jr.** WJA  
**Initiating Official**

**Angelia Millender** Angelia Millender  
**Vice President/Provost**

**Staff Position: Associate VP for Student Affairs/College Registrar**

**THIS RECOMMENDED ACTION MEETS THE FOLLOWING ELEMENT(S) OF THE COLLEGE'S MISSION STATEMENT:**

- |   |                                     |  |
|---|-------------------------------------|--|
| <input type="checkbox"/> Providing high quality educational programs                    | <input checked="" type="checkbox"/> | Providing high quality services                                |
| <input type="checkbox"/> Providing for affordability to a diverse community of learners | <input type="checkbox"/>            | Providing for accessibility to a diverse community of learners |
| <input type="checkbox"/> Commitment to student achievement                              | <input type="checkbox"/>            | Commitment to lifelong learning                                |
| <input type="checkbox"/> Commitment to academic excellence                              | <input checked="" type="checkbox"/> | Providing use of current technology                            |

**BRIEFLY DESCRIBE HOW THIS RECOMMENDATION ACHIEVES THE ABOVE ELEMENT(S) IN THE COLLEGE'S MISSION STATEMENT:**

The AVPSA and staff will verify original issue dates (e.g. driver's license and vehicle registration) to facilitate classification of students as residents for tuition purposes, without requesting that parents and/or students return to the HSMV office for additional documentation when the license/registration has a renewal date less than 12 months old.

**Minority Firm: Yes** \_\_\_ **No** \_\_\_ **N/A** **X**      **Broward Firm: Yes** \_\_\_ **No** \_\_\_ **N/A** **X**



**MEMORANDUM OF UNDERSTANDING  
DRIVERS LICENSE OR MOTOR VEHICLE RECORD DATA EXCHANGE  
Contract Number \_\_\_\_\_**

This Memorandum of Understanding (MOU) is made and entered into by and between  
Broward College hereinafter referred to as the Requesting Party  
and the Department of Highway Safety and Motor Vehicles hereinafter referred to as the Providing Agency.

**I. Purpose of the Data Exchange**

The purpose of this MOU is to establish conditions under which the Providing Agency agrees to provide electronic access to information relating to driver license, motor vehicle or traffic crash data to the Requesting Party. The Requesting Party is performing as (please mark all that apply):

- A Network Provider for driver license information for Third Parties. Attachment 1 applies.
- A Network Provider for motor vehicle information for Third Parties. Attachment 9 applies.
- A Government Entity to obtain driver license information through an existing Network Provider portal. Attachments 2 and 7 apply.
- A Government Entity to obtain motor vehicle information through existing Network Provider portal. Attachments 7 and 10 apply.
- A Requesting Party of motor vehicle information accessed through the Division of Motor Vehicles public records section. Attachments 7 and 8 apply.
- A Requesting Party of driver license information accessed through the Division of Driver Licenses Bureau of Records. Attachments 3 and 7 apply.
- A Requesting Party of periodic driver license information for insurance underwriting accessed through the Division of Driver Licenses Bureau of Records. Attachments 4 and 7 apply.
- A Requesting Party of traffic crash information accessed through the Division of Administrative Services. Attachment 7 applies.
- A network provider of driver license information for authorized Government Entities. Attachment 5 applies.
- A Network Provider of driver license information status check. Attachment 6 applies.
- A governmental entity accessing data through one of the Driver License and Vehicle Information Database systems. Attachment 7 applies.
  - without access to driver license photographs and signatures.
  - with access to driver license photographs and signatures, as authorized by section 322.142(4), Florida Statutes.
- Other Requesting Party. Attachment 7 applies.

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## II. Definitions

- A. "Driver's Privacy Protection Act" (DPPA) – 18 United States Code section 2721 et seq.
- B. "Providing Agency" – The Department of Highway Safety and Motor Vehicles. The agency responsible for granting access to driver license, motor vehicle, or traffic crash data to the Requesting Party.
- C. "Requesting Party" – Any entity type that is expressly authorized by section 119.0712(2), Florida Statutes and DPPA to receive personal information and highly restricted personal information that requests information contained in a driver license, motor vehicle, or traffic crash record.
- D. "Parties" – The Providing Agency and the Requesting Party.
- E. "Third Party" – Any individual, association, organization, or corporate entity who receives driver license, motor vehicle, or traffic crash information or data maintained and released by the Providing Agency or Requesting Party.
- F. "Government Entity" – Any federal, state, county, or city government, including any court or law enforcement agency.
- G. "Network Provider" – A Requesting Party whose access is provided by remote electronic means through the System to request specific types of data at a minimum of 5,000 transactions per month. A six (6) month startup period will be allowed for new Network Providers, during which time, less than 5,000 transactions per month will be accepted.
- H. "Personal Information" – Information found in the motor vehicle or driver record which includes, but is not limited to, the subject's driver identification number, name, address, telephone number, and medical or disability information. Personal information does not include information related to vehicular crashes, driving violations, and driver's status.
- I. "Vendor Number" – A four digit number assigned by the Providing Agency identifies the type and duration of the Driver License record. The vendor number is assigned to both commercial vendors and Government Entities by the Providing Agency, Division of Driver License, Bureau of Records. Misuse of a vendor number to obtain driver license record information is strictly prohibited and shall be grounds for termination in accordance with Section X.
- J. "Driver license information" – driver license and identification card data collected and maintained by the Providing Agency.
- K. "Motor vehicle information" – title and registration data collected and maintained by the Providing Agency for vehicles, vessels, and mobile homes.
- L. "Traffic crash information" – traffic crash data and traffic crash reports collected and maintained by the Providing Agency.

## III. Legal Authority

**WHEREAS**, the Providing Agency maintains computer databases containing information pertaining to driver licenses pursuant to Chapter 322, Florida Statutes; and

**WHEREAS**, the Providing Agency maintains computer databases containing information pertaining to motor vehicles pursuant to Chapters 319 and 320, Florida Statutes; and

**WHEREAS**, the Providing Agency maintains computer databases containing information pertaining to traffic crashes pursuant to Chapter 316 and 321, Florida Statutes; and

**WHEREAS**, the driver license, motor vehicle, and traffic crash data contained in the Providing Agency databases is defined as public record pursuant to Chapter 119, Florida Statutes; and  
Data Exchange MOU (10/2008)

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**WHEREAS**, the Providing Agency as custodian of the foregoing records may provide access by remote electronic means and charge a fee for the direct and indirect costs of providing such access, pursuant to sections 119.0712(2), 320.05, 321.23, and 322.20, Florida Statutes, and other applicable rules and policies; and

**WHEREAS**, the Requesting Party may obtain via remote electronic means blocked personal information exempt from public disclosure as provided pursuant to section 119.0712(2), Florida Statutes, with exception of social security number, the Requesting Party shall maintain the confidential and exempt status of such data. Anyone accessing records obtained per this agreement must ensure that the end users of the records are complying with section 119.0712(2), Florida Statutes and DPPA.

**NOW THEREFORE**, the Parties, in consideration of the promised and mutual covenants hereinafter contained, do hereby enter into this MOU.

**IV. Statement of Work**

**A. The Providing Agency agrees to:**

1. Provide the Requesting Party with the technical specifications required to access driver license, motor vehicle or traffic crash information in accordance with the access method being requested.
2. Allow the Requesting Party/Network Provider to electronically access driver license and/or motor vehicle and/or traffic crash information through a telecommunications link to be established between the Requesting Party/Network Provider's computer and the Providing Agency.
3. Accept the Requesting Party/Network Provider's electronic requests and respond with appropriate data. At a minimum, 90% of the responses to electronic requests from Network Providers will occur within 15 seconds of receiving the transaction.
4. Collect all fees, pursuant to applicable Florida Statutes, rules and policies for providing the electronically requested data. The fee shall include all direct and indirect costs of providing remote electronic access; according to section 119.07(2)(c), Florida Statutes.
5. Collect all fees due for electronic requests through the Automated Clearing House account of the banking institution which has been designated by the treasurer of the State of Florida for such purposes.
6. Discontinue access of the Requesting Party for non-payment of required fees. The Providing Agency shall not be responsible for the failure, refusal, or inability of the Requesting Party/Network Provider to make the required payments, or interest on late payments for periods of delay attributable to the action or inaction of Network Providers.
7. Not indemnify or be liable to the Requesting Party/Network Provider for any driver license, motor vehicle, or traffic crash information, programs, job streams, or similar items delayed, lost, damaged, or destroyed as a result of the electronic exchange of data pursuant to this MOU, except as provided in section 768.28, Florida Statutes.
8. Provide the Requesting Party with a schedule of fees appropriate for the information being provided by the Providing Agency.
9. Notify the Requesting Party/Network Provider thirty (30) days prior to changing any fee schedules when it is reasonable and necessary to do so, as determined by the Providing Agency. The Requesting Party/Network Provider may continue with this MOU as modified or it may terminate the MOU in accordance with Section X., subject to the payment of all fees incurred prior to termination.
10. Perform all obligations to provide access under this MOU contingent upon an annual appropriation by the Legislature.

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11. Provide electronic access for Network Providers to driver license and/or motor vehicle information 24 hours a day, 7 days per week other than scheduled maintenance or other uncontrollable disruptions. Scheduled maintenance normally occurs Sunday mornings between the hours of 6:00AM to 10:00AM.

**B. The Requesting Party agrees to:**

1. For a Network Provider, submit no less than 5000 transactions per month. *[This does not apply to Government Entities.]*
2. For a Government Entity, driver license, motor vehicle, or traffic crash information may only be used for the express purposes originally agreed to by the Government Entity and Providing Agency. Information obtained from the Providing Agency by a Government Entity shall not be retained by the Government Entity or resold to any Third Party.
3. Be responsible for interfacing with any and all Third Party end users. The Providing Agency will not interact directly with any Third Party end users. Requesting Party shall not give Third Party end users the name, E-mail address, and /or telephone number of any Providing Agency employee without the express written consent of the Providing Agency. *[This does not apply to Government Entities.]*
4. Maintain a help desk for its Third Party end users. Personnel assigned to this help desk shall be fully trained on all aspects of the electronic access and shall be prepared to answer all Third Party end user questions. In cases where the Requesting Party/Network Provider help desk personnel are unable to answer a question from a Third Party end user and that question must be answered by Providing Agency personnel; the Requesting Party shall obtain the answer from the Providing Agency and then relay the answer to the Third Party end user. *[This does not apply to Government Entities.]*
5. Insure that its employees and agents comply with Section V. Safeguarding Information procedures of this MOU.
6. Not assign, sub-contract, nor otherwise transfer its rights, duties, or obligations under this MOU without the express written consent and approval of the Providing Agency.
7. Use the information received from the Providing Agency only for the purposes authorized by this agreement.
8. Protect and maintain the confidentiality and security of driver license, motor vehicle, and traffic crash information received from the Providing Agency in accordance with this MOU and applicable state and federal law.
9. To the extent allowed by 768.28, Florida Statutes, the Requesting Party shall defend, hold harmless and indemnify the Providing Agency and its employees or agents from any and all claims, actions, damages, or losses which may be brought or alleged against its employees or agents for the Requesting Party's negligent, improper, or unauthorized use or dissemination of information provided by the Providing Agency.
10. Update user access permissions upon termination or reassignment of users within 5 working days and immediately update user access permissions upon discovery of negligent, improper, or unauthorized use or dissemination of information. Conduct quarterly quality control reviews to ensure all current users are appropriately authorized.
11. For all records containing personal information released to a Third Party, maintain for a period of 5 years, records identifying each person or entity that receives the personal information and the permitted purpose for which it will be used. The Requesting Party shall make these records available for inspection upon request by the Providing Agency. *[This does not apply to Government Entities.]*
12. Pay all costs associated with electronic access of the Providing Agency's driver license and/or motor vehicle and/or traffic crash information; such costs shall include all one time, recurring, and usage charges for all hardware, software, and services required to connect to and use the electronic access. Payment must be in advance of receiving any information or use electronic means as follows:

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- Complete and sign the appropriate document(s) to allow the Providing Agency's designated banking institution to debit the Requesting Party's designated account.
- Maintain an account with a banking institution as required by the Providing Agency.
- Pay all fees due the Providing Agency by way of the Automated Clearing House account of the Providing Agency's designated banking institution. Collection of transaction fees from eligible and authorized Third Party end users is the responsibility of the Requesting Party.

**V. Safeguarding Information**

The Parties shall access, use and maintain the confidentiality of all information received under this agreement in accordance with Chapter 119, Florida Statutes, and DPPA. Information obtained under this agreement shall only be disclosed to persons to whom disclosure is authorized under Florida law and federal law. Any person who willfully and knowingly violates any of the provisions of this section is guilty of a misdemeanor of the first degree punishable as provided in sections 119.10 and 775.083, Florida Statutes. In addition, any person who knowingly discloses any information in violation of DPPA may be subject to criminal sanctions and civil liability.

The Parties mutually agree to the following:

- A. Information exchanged will not be used for any purposes not specifically authorized by this agreement. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purpose, personal use, and the dissemination, sharing, copying or passing of this information to unauthorized persons
- B. Information exchanged by electronic means will be stored in a place physically secure from access by unauthorized persons.
- C. Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.
- D. All personnel with access to the information exchanged under the terms of this agreement will be instructed of, and acknowledge in writing, the confidential nature of the information. Signed acknowledgements must be retained and updated annually by the Requesting Party.
- E. All personnel with access to the information will be instructed of, and acknowledge in writing, the criminal sanctions specified in state law for unauthorized use of the data. Signed acknowledgements must be retained and updated annually by the Requesting Party.
- F. All access to the information must be monitored on an on-going basis by the Requesting Party. In addition, the Requesting Party must complete an annual audit of at least 5% of all data accessed to ensure proper and authorized use and dissemination.
- G. By signing the MOU, the representatives of the Providing Agency and Requesting Party, on behalf of the respective Parties attest that their respective agency procedures will ensure the confidentiality of the information exchanged will be maintained.

**VI. Compliance and Control Measures**

- A. **Internal Control Attestation** - This MOU is contingent upon the Requesting Party having appropriate internal controls of personal data sold or used by the Requesting Party to protect the personal data from unauthorized access, distribution, use, modification, or, disclosure. Upon request from the Providing Agency, the Requesting Party must submit an attestation from a licensed Certified Public Accountant performed in accordance with American Institute of Certified Public Accountants (AICPA) "Statements on Standards for Attestation Engagement", or alternatively by a currently licensed and independent Certified Information Systems Auditor (CISA) in accordance with Information Systems Audit and Control Association (ISACA) "IS Standards, Guidelines, and Procedures for Auditing and Control Professionals". In the event the Requesting Party is a governmental entity, the attestation may be provided by an internal auditor or inspector

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general. The attestation must indicate that the internal controls of personal data have been evaluated and are adequate to protect the personal data from unauthorized access, distribution, use, modification, or disclosure. The attestation must be received by the Providing Agency within 90 days of the written request. See Section XI for complete mailing address

- B. **Misuse of Personal Information** – The Requesting Party must immediately notify the Providing Agency and the individual whose personal information has been compromised of any unauthorized access, distribution, use, modification, or disclosure. The statement to the Providing Agency must provide the date and the number of records affected by any unauthorized access, distribution, use, modification, or disclosure of personal information. Further, as provided in section 817.5681, Florida Statutes, the document must provide a statement advising if individuals whose personal information has been compromised have been notified and, if not, when they will be notified. The statement must include the corrective actions and the date these actions are completed by the Requesting Party. See Section XI for complete mailing address.
- C. The Providing Agency shall receive an annual affirmation from the Requesting Party indicating compliance with the requirements of this agreement no later than 30 days after the anniversary date of this agreement.

**VII. Reimbursement Of Costs**

Providing Agency will debit the account of the Requesting Party currently on file. The amount debited will be in accordance with sections 320.05 and 322.20 Florida Statutes and with this MOU. Specific fee calculations are incorporated by an attachment to this MOU. *[This does not apply to Government Entities.]*

**VIII. Period of Performance**

This MOU shall be effective upon the last signature of the Parties to this agreement and will remain in effect for three years from the date of execution, as provided in Section X. Once executed, this MOU supersedes all previous agreements for these conditions of services defined in Section I.

**IX. Amendments**

- A. This MOU incorporates all prior negotiations, interpretations, and understandings between the Parties, and is the full expression of their agreement.
- B. This MOU may be subsequently amended by written agreement between the Parties. Any change, alteration, deletion, or addition to the terms set forth in this MOU and its numbered addendums must be by written agreement executed by both Parties.
- C. All provisions not in conflict with the amendment(s) shall remain in effect and are to be performed as specified in this MOU.

**X. Termination**

- A. This agreement may be terminated for cause by either party upon finding that the terms and conditions contained herein are not being followed. No written notice or notifying period will be required.
- B. This agreement is subject to unilateral cancellation by the Providing Agency without notice for failure of the Requesting Party to comply with any of the requirements of the MOU and applicable Florida Statutes, including section 119.0712(2), Florida Statutes.
- C. The Contract may be terminated upon thirty (30) days notice in writing to the Contract Manager without penalty to either party. All obligations of either party under the contract will remain in force during the thirty (30) day notice period.

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**XI. Agency Contacts**

Any and all inquiries or written communications pertaining to this MOU shall be sent to the Contract Administrator.

Gregory Bickford – Contract Administrator  
Department of Highway Safety and Motor Vehicles  
2900 Apalachee Parkway  
Neil Kirkman Building, Room B-418, MS 31  
Tallahassee, Florida 32399-0524  
(850) 617-3203 – Phone  
(850) 617-5115 – Fax

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The Contract Managers responsible for management and monitoring of the performance of the terms and conditions of this MOU are as follows:

**Driver License and Insurance Records**

Dana Reiding – Contract Manager  
Chief of Driver License Records – DDL  
Department of Highway Safety & Motor Vehicles  
Kirkman Building, Room A234, MS 89  
2900 Apalachee Parkway  
Tallahassee, Florida 32399-0575

**Network Providers**

Dana Reiding – Contract Manager  
Boyd Walden – Contract Manager

**Motor Vehicle and Vessel Records**

Boyd Walden – Contract Manager  
Chief of Titles and Registrations – DMV  
Department of Highway Safety & Motor Vehicles  
Kirkman Building, Room A338, MS 68  
2900 Apalachee Parkway  
Tallahassee, Florida 32399-0530

**Crash Records**

Jim Hage – Contract Manager  
Crash Records Manager  
Department of Highway Safety & Motor Vehicles  
Kirkman Building, Room B431, MS 20  
2900 Apalachee Parkway  
Tallahassee, Florida 32399-0500

**IN WITNESS HERETO**, the PARTIES have executed this Agreement by their duly authorized officials.

**Requesting Party:**

Broward College  
AVP for Student Affairs/College Registrar  
225 E. Las Olas Blvd.  
Ft. Lauderdale, FL. 33301

**Providing Agency:**

Florida Department of Highway Safety  
and Motor Vehicles  
2900 Apalachee Parkway  
Tallahassee, Florida 32399

By: \_\_\_\_\_  
\_\_\_\_\_  
Printed/Typed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

By: \_\_\_\_\_  
\_\_\_\_\_  
Stacy Arias  
Printed/Typed Name  
\_\_\_\_\_  
Chief of Purchasing & Contracts  
Title  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND LEGALITY.**  
  
**KEVIN FERNANDEZ**  
**COLLEGE ATTORNEY**

## ATTACHMENT 7

### Requesting Party Data Access Specifications

Contract Number \_\_\_\_\_

- I. Access Method or Condition. The Requesting Party shall attest to their respective statutory eligibility by completing the DPPA Form (HSMV 96015).
- II. Access Specifications. Please list each separate organizational unit requiring access within your Department.

Organizational Unit (Division, Bureau, Program, Office)	Description of specific data needed	Description of specific use of data, to include statutory or administrative rule requirements.	Number of members requiring access
Associate Vice President for Student Affairs/College Registrar (AVPSA)	Driver license and vehicle registration information	The AVPSA Office will need access to the database for verification of driver license and vehicle registration to facilitate residency verifications for tuition purposes (FAC Rule 6A-10.044), particularly with regard to issue or re-issue dates.	5

- III. Requesting Party Information. Requesting Party contact information is as follows (all information required):

Managerial and Technical Point of Contact's Name: Willie J. Alexander, Jr.

Phone number: 954.201.7471

Email address is: walexand@broward.edu

**Requesting Party:**

Broward College  
AVP for Student Affairs/College Registrar  
225 E. Las Olas Blvd.  
Ft. Lauderdale, FL. 33301

**Providing Agency:**

Florida Department of Highway Safety  
and Motor Vehicles  
2900 Apalachee Parkway  
Tallahassee, Florida 32399

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*Under penalties of perjury, I declare that  
I have read the foregoing and that the  
facts stated in it are true.*

By: \_\_\_\_\_

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Stacy Arias  
\_\_\_\_\_  
Printed/Typed Name

Chief of Purchasing & Contracts  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date