

# MEMORANDUM OF UNDERSTANDING

Between  
Kansas Secretary of State  
And  
Kansas Department of Revenue

The Kansas Department of Revenue, Division of Vehicles, hereinafter referred to as "KDOR", and the Kansas Secretary of State, hereinafter referred to as "SOS", hereby establish a Memorandum of Understanding, hereinafter referred to as "MOU", for SOS to have limited specified access to the KDOR motor vehicle database and/or to extract files, as specified below.

## SECTION I. PURPOSE

This MOU is created to allow the sharing of relevant, necessary Motor Vehicle Records, and associated Personal Information, by KDOR to SOS, to assist SOS in carrying out its assigned governmental functions, or any private person or entity acting on behalf of SOS in carrying out SOS's assigned functions: specifically, KDOR will provide applicant information associated with identification cards requested for voting registration purposes. Pursuant to State and Federal law, KDOR plays an important role in the collection of voter registration information for the SOS through the State's driver's license and identification card application processes.

## SECTION 2. DEFINITIONS AND PARTY RESPONSIBILITIES

### 2.1 DEFINITIONS

"DPPA" means the Driver's Privacy Protection Act, 18 USC 2721 *et seq.*

"KDOR" means the Department of Revenue, State of Kansas.

"Motor Vehicle Record" means any Kansas record that pertains to a motor vehicle operator's permit, motor vehicle title, motor vehicle registration, or identification card issued by KDOR or its Division of Vehicles.

"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

"SOS" means the Office of the Secretary of State, State of Kansas.

### 2.2 SOS AGREES TO:

- 2.2.1 Provide KDOR access to any SOS system that uses and/or is authorized to disclose motor vehicle record information that has been provided, by KDOR, in order for KDOR to ensure that such information is: i) adequately protected; ii) used consistent with this MOU; and iii) conforms with State and Federal laws protecting motor vehicle record information.

- 2.2.2 SOS will provide KDOR with certified copies of business entity documents at no charge for the purposes of litigation or prosecution.
- 2.2.3 Promptly notify KDOR if any person is found to be accessing and/or using KDOR confidential data in a manner not consistent with this agreement, confidentiality agreement or K.S.A. 2008 Supp. 74-2012(b). The notification shall include a determination of how the record misuse occurred, how SOS intends to remedy the situation, and satisfactory documentation on how future misuse will be prevented.
- 2.2.4 Designate a contact person who will be empowered to address issues related to this MOU.
- 2.2.5 Use data provided only for the purposes described in this agreement and necessary for SOS in carrying out its assigned governmental functions.
- 2.2.6 Limit access only to those individuals directly responsible for the work specified.
- 2.2.7 Indemnify KDOR if KDOR, and/or its officers, are subsequently determined to be liable for damages based on SOS's receipt, use, and/or disclosure of the KDOR Motor Vehicle Records.
- 2.2.8 SOS represents that receipt of KDOR fee-waived non-driver identification card information is necessary for SOS to carry out its functions as required by law.

## 2.3 KDOR AGREES TO:

- 2.3.1 Provide the SOS with access to Kansas motor vehicle record data for the limited purposes set out in this MOU. KDOR will provide SOS with information associated with fee-waived non-driver identification cards, including individual photographs or, alternatively, aggregate demographic information. However, social security numbers and medical or disability information will not be included. Non-image personal information, associated with fee-waived non-driver identification cards, will be provided on a regular basis to SOS at a frequency to be agreed upon by the Parties. At KDOR's discretion, image information, associated with fee-waived non-driver identification cards, may be provided to SOS on a case by case basis, upon KDOR's receipt of a request from SOS and associated justification.
- 2.3.2 Designate a contact person who will be empowered to address issues related to this MOU.
- 2.3.3 KDOR agrees to provide aggregate information to the SOS associated with applications for Kansas identification cards for voting purposes on a quarterly basis.

## SECTION 3. IMPLEMENTATION

- 3.1 The parties anticipate KDOR providing physical copies of all received DE-VID1, "Certification Requesting Fee Waiver for Nondriver Identification Card". Attached here is a form DE-VID1 "Certification Requesting Fee Waiver for Nondriver Identification Card."

## SECTION 4 SAFEGUARDS REGARDING THE USE AND DISCLOSURE OF DATA

### 4.0 SOS RESPONSIBILITIES



SOS agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Motor Vehicle Record, and associated Personal Information, provided by KDOR, and to prevent any unauthorized access to such records. SOS agrees that any information provided by KDOR under this agreement will only be used for the purpose set forth in this agreement and will not be disclosed to any other person or entity without the express written consent of KDOR. Nothing in this MOU shall prohibit the SOS from disclosing aggregate information derived from such records as long as protected, personal information is not disclosed.

#### **4.1 DRIVER'S LICENSE DATA**

All motor vehicle data is subject to certain use and disclosure restrictions arising out of (i) the federal DPPA; (ii) the statutes and regulations of the State of Kansas, including but not limited to K.S.A. 2011 Supp. 74-2012; and (iii) various other restrictions imposed by KDOR that are incorporated into this MOU.

State Motor Vehicle Records may contain "Personal Information" and "Highly Restricted Personal Information" as those terms are defined by the DPPA. It is further controlled by K.S.A. 2011 Supp. 74-2012 and K.S.A. 2011 Supp. 75-3520. The restrictions and penalties set forth in those statutes and codes are applicable to the Motor Vehicle Records discussed herein. Improper or unauthorized use or disclosure of these Motor Vehicle Records may result in immediate termination of this agreement and may be grounds for civil or criminal fines, penalties, or legal action. KDOR will periodically monitor SOS's usage of the Motor Vehicle Records by SOS and its employees and agents to ensure compliance with the terms and conditions of this MOU and applicable statutes and code.

SOS declares that its use of KDOR's Motor Vehicle Records constitutes a Permissible Use, as that term is described in the DPPA, 18 U.S.C. Sec. 2721(b), and agrees that any information provided by KDOR under this MOU will only be used for the purposes set forth in this agreement and will not be disclosed to any other person or entity without the express written consent of KDOR.

KDOR reserves the right to inspect SOS facilities where KDOR protected information is or may be retained or accessed. KDOR further reserve the right to audit SOS record, as they relate to the use of data set forth in this MOU.

### **SECTION 5. GENERAL PROVISIONS**

#### **5.0 TERMS OF THE MOU**

This MOU shall be effective when signed and supersedes any and all previous agreements or understandings between the parties related to this same subject matter. This MOU shall maintain full force and effect from the date signed until the MOU is terminated, changed, modified, or amended pursuant to Sections 5.1 and 5.3 of this MOU.

#### **5.1 TERMINATION**

This MOU may be terminated, with or without cause, with ninety (90) days notice by an instrument in writing, signed by a duly authorized representative of either party hereto. This MOU shall be immediately terminated upon any breach of any covenant by any party without advance notification, termination being completed by an instrument in writing signed by a duly authorized representative of the aggrieved party and deposited with the United States Postal Service correctly addressed and postage prepaid.

## **5.2 DATA RETENTION**

Both parties agree, upon completion of use, to properly dispose of confidential data at the end of the retention time regardless of the medium upon which it is stored. All paper records shall be shredded.

If SOS is authorized by KDOR to lawfully re-disclose Motor Vehicle Records covered by this MOU, SOS 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 KDOR upon request.

## **5.3 AMENDMENTS**

This MOU may be changed, modified or amended at any time with thirty (30) days notice by an instrument in writing, signed by duly authorized representatives of each of the parties hereto.

## **5.4 COSTS**

KDOR shall provide physical copies of the DE-VID1 at no cost to the SOS. In return, SOS agrees to provide KDOR with Kansas business entity records at no charge.

## **5.5 AUDIT AND INSPECTION**

SOS agrees to fully cooperate with KDOR and any authorized auditing agency or entity, Federal or State, for the purpose of compliance with all required reporting and auditing under state and federal law.

## **5.5 CONTACTS**

SOS shall deliver official notices or communications arising out of performance of this MOU to KDOR at the following address:

Director of Vehicles  
Docking State Office Building, 11<sup>th</sup> Floor  
915 SW Harrison  
Topeka, KS 66612

Legal Counsel  
Kansas Secretary of State  
120 SW 10<sup>th</sup> Ave.  
Topeka, KS 66612

Office of the Kansas Secretary of State

 6.5.12  
Kris Kobach Date  
Secretary of State