

**California Department of Motor Vehicles
Memorandum of Understanding
San Bernardino County Innovation and
Technology Department**

This Memorandum of Understanding (MOU) between the Department of Motor Vehicles, State of California (DMV) and San Bernardino County Innovation and Technology Department (San Bernardino County ITD) at 385 North Arrowhead Avenue, San Bernardino, CA 92415, is to provide direct online information access to approved government agencies (Requesters) via San Bernardino County ITD's network. The following terms and conditions will be followed by the identified parties of this MOU:

1. Any modification or amendment to this MOU must be in writing and signed by both parties.
2. This MOU is for a term of forty-eight (48) months from the date of DMV approval. If this MOU expires, the provisions herein remain in effect until a superseding MOU is executed.
3. DMV may, without notice, terminate services if its information is used for an unapproved purpose or failure to comply with any statute or regulation relating to information privacy or security.
4. DMV or San Bernardino County ITD may terminate this MOU without cause by providing written notice of such intent. Notice must be on agency letterhead and be received not less than thirty (30) days prior to the date of termination. Notice is deemed received five (5) days from the date of mailing or electronic transmission. Notice from DMV will be directed to the address provided by San Bernardino County ITD. Notice from San Bernardino County ITD will be directed to:

Department of Motor Vehicles
Digital Access Administration Section
P.O. Box 942890, Mail Station R-390
Sacramento, CA 94290-0890
(916) 657-5582

5. San Bernardino County ITD may be responsible for all damages and costs, including attorney fees, arising from its noncompliance. This provision is not intended to make San Bernardino County ITD responsible for the acts or omissions of any Requester and all rights, defense, and protections granted as a matter of law are reserved to San Bernardino County ITD.
6. San Bernardino County ITD and its officers, agents and employees shall act in an independent capacity and not as officers, agents or employees of DMV.
7. San Bernardino County ITD shall establish security procedures to protect the dissemination of confidentiality of DMV information in compliance with California Vehicle Code Section 1808.47.
8. San Bernardino County ITD shall ensure employees having any access to DMV information complete an Information Security Statement (INF 1128). San Bernardino County ITD shall maintain and make available to DMV **upon request** each INF 1128 for two (2) years beyond the term of its account.
9. San Bernardino County ITD shall report any unauthorized access or use of DMV information within one (1) day from date of discovery to DMV's Policy Division at 916-657-5583. In addition, San Bernardino County ITD shall provide written documentation regarding the incident within three (3) business days to:

Department of Motor Vehicles
Manager, Information Policy and Liaison Branch
P.O. Box 942890, Mail Station H-225
Sacramento, CA 94290-0890
(916) 657-5583
(916) 657-5907 (FAX)

10. If San Bernardino County ITD system accesses or maintains DMV information and there is a breach of its security, San Bernardino County ITD shall provide notice of the breach to affected California residents pursuant to California Civil Code Section 1798.29.
11. San Bernardino County ITD shall maintain and make available a list of all Requesters using its network to access DMV information.
12. DMV is not responsible for costs and maintenance of communication lines used to access its information.
13. San Bernardino County ITD shall comply with all Audit and Accountability provisions, if applicable, in its current approved DISA.
14. San Bernardino County ITD agrees to accommodate DMV's request for an inspection, review, or audit immediately upon request from DMV or DMV's representative and to allow on-site audits during regular business hours for purposes of determining compliance with the terms of this MOU.
15. San Bernardino County ITD will comply with DMV Information Security Agreement provisions, including implementing and maintaining the approved configuration security of its network connectivity for transmission of DMV data. Any proposed changes must be approved by DMV prior to implementation.

