

Kentucky Transportation Cabinet Driver or Vehicle Data Information Request

This request must be completed before information can be obtained from the Kentucky Transportation Cabinet Driver or Motor Vehicle Data file. Knowledge of what access and uses are permitted under the listed Federal Acts is the responsibility of the requester.

SECTION A

Name (Individual, Firm, or Corporation) _____

Name (Person requesting information) _____

Street Address _____

City, State, Zip _____ Telephone Number _____

Email Address _____

Mailing Address
(If different from above) _____

SECTION B – Authorization

Enter your initials in the blank to the left of the appropriate statement(s) below that allows you to obtain personal information. Please sign, date the request, and return to *Kentucky Interactive LLC dba Tyler Kentucky*.

I (we) are authorized under the **Federal Driver's Privacy Protection Act** (see attached) to obtain the identified records and personal information based on the following:

- _____ 1. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person acting on behalf of a government agency in carrying out its functions.
- _____ 2. For use in connection with matters or motor vehicles 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:
 - a. To verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
 - b. If the 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 proceeding in any court or government 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 any 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, anti-fraud activities, rating, or underwriting.
- _____ 7. For use in providing notice to the owner or lien holder of a towed or impounded vehicle.
- _____ 8. For use by any licensed private investigative agency or licensed security service for any purpose permitted under this section.
- _____ 9. For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver license which is required under the Commercial Motor Vehicle Safety of Act of 1986 (Title XII of Public Law 99-570).
- _____ 10. For use in connection with the operation of private toll transportation facilities.
- _____ 11. For any use specifically authorized by law that is related to the operation of a motor vehicle or public safety.
- _____ 12. Unrestricted or specified use with written consent of the person who is the subject of the information. (Attach written proof of consent.)

I, (we) certify that the information and statements on this request are true and correct, comply with the provisions of the Federal Driver's Privacy Protection Act and understand that the willful, unauthorized disclosure of information obtained from these records for a purpose other than stated on this request, or the sale or other distribution of the information to a person or organization not disclosed in this request, may result in penalties imposed under Title 18, U.S.C. Section 2721.

Signature

Date Signed

Email or mail this form along with:

- 1. Tyler Kentucky/Kentucky.gov Subscriber Registration Agreement**
- 2. Agreement for Official Vehicle Title, Lien, and Registration Data**

Processing TO:

Tyler Kentucky
Attn: General Manager
229 West Main Street, Suite 400
Frankfort, KY 40601
support@kentucky.gov

Agreement for Official Vehicle Title, Lien, and Registration Data Processing

This agreement is made between _____, a corporation with its principal office in _____ (“SUBSCRIBER”), and Kentucky Interactive LLC dba Tyler Kentucky, (“TKY”) a wholly owned subsidiary of Tyler Technologies, the selected vendor providing e-Government Portal services for the Commonwealth of Kentucky.

WHEREAS, SUBSCRIBER desires to enter into an Agreement with TKY for the purpose of receiving access to official vehicle title, lien, and registration records (“Agreed Data”) under the custody of the Kentucky Transportation Cabinet, (“KYTC”); and

WHEREAS, SUBSCRIBER desires to purchase access to Agreed Data now and in subsequent years,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, including the amounts hereinafter provided to be paid by SUBSCRIBER for such access, the parties hereto agree as follows:

1. Tyler Kentucky shall furnish to SUBSCRIBER Agreed Data requested by SUBSCRIBER, subject to any limitations to access to the KYTC database imposed by KYTC.
2. SUBSCRIBER may request Agreed Data directly from TKY via interactive access to a site designated by TKY.
3. SUBSCRIBER shall pay to TKY an annual subscription fee which shall be established by TKY and KYTC from time to time, and which is presently \$75.00. SUBSCRIBER shall also pay to TKY a fee per Agreed Data request which shall be established by TKY and KYTC from time to time, and which is based on subscription option election (Standard or Premium). Payment shall be remitted to TKY within twenty-five (25) days from the date of the invoice. Accounts not paid when due may be fined or may have their access terminated with reasonable notice.
4. SUBSCRIBER’S address is:

Name Line 1: _____

Address Line 1: _____

Address Line 2: _____

City, State, Zip Code: _____

Attention: _____

Telephone Number: _____

Fax Number: _____

E-mail address: _____

5. The SUBSCRIBER agrees that Agreed Data provided by TKY will be used by SUBSCRIBER, and SUBSCRIBER will take all reasonable steps to restrict use of same by its customers, in accordance with the restrictions imposed by KYTC. SUBSCRIBER agrees that such restrictions may be modified prospectively by KYTC upon written notice by TKY to SUBSCRIBER at any time. At the time of signing of this agreement, SUBSCRIBER is aware of, and will comply with, all applicable federal, state, or other laws with regard to access to, or use of, all data provided through TKY.

6. The SUBSCRIBER agrees to promptly and adequately destroy the Agreed Data in its possession when it is no longer needed for the purposes for which it was provided, and to take all reasonable measures to require its customers to do the same. Subscriber accepts full responsibility for the resale or other dissemination of the Agreed Data issued to it.
7. SUBSCRIBER agrees that it is not a representative of KYTC and therefore is not authorized by KYTC to interpret Agreed Data on behalf of the Commonwealth of Kentucky.
8. The SUBSCRIBER agrees to implement all reasonable procedures to protect Agreed Data from unauthorized access.
9. The SUBSCRIBER agrees to allow TKY and/or KYTC staff access, with reasonable notice, to any of its records relating to this Agreement, for auditing, compliance, and monitoring purposes.
10. This agreement may be terminated
 - a. at any time upon sixty (60) days advance notice by an instrument in writing, signed by a duly authorized representative of the party wishing to terminate, and mailed to the other party.
 - b. immediately upon any material breach of any covenant herein at the option of the non-breaching party, or upon cessation of the Kentucky Service Level Agreement with KYTC.
 - c. any notice of termination shall be deposited with a reputable national courier with in-transit tracking and delivery confirmation service. SUBSCRIBER's address for notice shall be the address in paragraph 3 above. TKY's address for notice is:

Tyler Kentucky
Attn: General Manager
229 West Main Street, Suite 400
Frankfort, KY 40601
11. The SUBSCRIBER agrees to indemnify, hold harmless, and release TKY and the Commonwealth of Kentucky and their respective officers, agents, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising from the performance of this agreement by the SUBSCRIBER, its officers, agents, volunteers, or employees.
12. This agreement constitutes the entire AGREEMENT of the parties and supersedes all other prior written or oral agreements between the parties with respect to the subject matter herein. This agreement may be changed, modified, or amended at any time, but only by an instrument in writing, signed by duly authorized representatives of both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives.

SUBSCRIBER

TYLER KENTUCKY

Authorized Officer or Agent (*signature*)

Date

Authorized Officer or Agent (*signature*)

Date

Authorized Officer or Agent (*print name*)

Authorized Officer or Agent (*print name*)

Authorized Officer or Agent (*print title*)

Authorized Officer or Agent (*print title*)

Additional signatures required for Vehicle Name Sales (VNS) subscriptions:

KENTUCKY TRANSPORTATION CABINET (KYTC)

KYTC Approved as to Form & Legality

Authorized Officer or Agent (*signature*)

Date

Authorized Officer or Agent (*signature*)

Date

Authorized Officer or Agent (*print name*)

Authorized Officer or Agent (*print name*)

Authorized Officer or Agent (*print title*)

Authorized Officer or Agent (*print title*)

FEDERAL DRIVER'S PRIVACY PROTECTION ACT (DPPA)

Effective June 1, 2000, the Federal Driver's Privacy Protection Act (DPPA) (18 U.S.C.A. 2721) as amended by Section 350 of Public Law 106 *Appropriations Act* prohibits the dissemination or disclosure of a photograph, social security numbers, medical or disability information from motor vehicle records without the express consent of the person to whom the information pertains. However, this information may be released even without the express consent of the person for the following reasons:

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

(a) In General. - 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:

(1) personal information, as defined in 18 U.S.C. 2725(3), about any individual obtained by the department in connection with a motor vehicle record, except as provided in subsection (b) of this section; or

(2) highly restricted personal information, as defined in 18 U.S.C. 2725(4), about any individual obtained by the department in connection with a motor vehicle record, without the express consent of the person to whom such information applies, except uses permitted in subsections (b)(1), (b)(4), (b)(6), and (b)(9): Provided, That subsection (a)(2) shall not in any way affect the use of organ donation information on an individual's driver's license or affect the administration of organ donation initiatives in the States.

(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 titles I and IV of the Anti Car Theft Act of 1992, the Automobile Information Disclosure Act (15 U.S.C. 1231 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), and chapters 301, 305, and 321-331 of title 49, and, subject to subsection (a)(2), 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 chapter 313 of title 49.
- (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 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 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 chapter 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.

(e) Prohibition on Conditions. - No State may condition or burden in any way the issuance of an individual's motor vehicle record as defined in 18 U.S.C. 2725(1) to obtain express consent. Nothing in this paragraph shall be construed to prohibit a State from charging an administrative fee for issuance of a motor vehicle record.