

Motor Vehicle Crash Records Confidentiality Agreement (External Request)

This Confidentiality Agreement defines the duties and responsibilities of all persons, who have access to information contained in motor vehicle records, as required by the Uniform Motor Vehicle Records Disclosure Act, Neb.Rev.Stat. 60 2901 et. seq. ("the Act"). <http://uniweb.legislature.ne.gov/laws/statutes.php?statute=60-2901>

In the course of business, it may be necessary for individuals, officers, employees, agents, and/or contractors employed by, working with, or contracting with the Department or for those working in the public interest to have access to motor vehicle crash reports from OnBase, the Nebraska Crash Information Database (CID), or from other electronic or paper sources. Those who have been given access to this information by the Department are required by the Uniform Motor Vehicle Records Disclosure Act to keep the contents confidential, and, therefore, agree to the following terms and conditions of use. Nothing in this Agreement shall be construed as a waiver by the Department of its ownership of said data or of its rights to protect said data from further disclosure by the receiving party.

I. Confidential Information Covered by this Agreement

Confidential Information under this Agreement shall include:

1. Personal information: includes an individual's driver identification number (*driver's license number, license plate number, or title number*); name, address, excluding zip code, and telephone number.
2. Sensitive personal information: includes an individual's operator's license photo or image, social security number, and medical or disability information.

II. Agreement Terms and Conditions

1. **Agreement to Maintain Confidentiality.** I agree that neither I, nor anyone operating on my behalf, will disclose or use, in any manner, any confidential information obtained from OnBase, CID, or from other electronic or paper sources unless:
 - a. Required to do so in order to conduct the normal course of business of the Department of Transportation, with the disclosure or use only within the Department of Transportation, or preapproved work site, or
 - b. Expressly authorized to do so by the Department of Transportation in writing, or
 - c. Expressly ordered to do so by a court of law.
2. **Agreement to Return Confidential Materials.** I further agree, upon the ending of my employment or contract with the Department of Transportation, to deliver promptly to my supervisor all copies of motor vehicle crash reports within my custody or control, or within the custody or control of anyone operating on my behalf.

III. Acknowledgement

I further understand that failure to comply with this agreement could result in the following penalties for unauthorized access to confidential information obtained from OnBase, CID, or from other electronic or paper sources:

1. For each day of noncompliance, an Agency may be subject to a \$5,000.00 fine. I agree to indemnify and hold harmless the Department for any fines that may arise from my non-compliance with this agreement.

2. Any person requesting the disclosure of personal information from Department records who misrepresents his/her identity or makes a false statement to the Department on any record request shall be guilty of a Class IV felony.
3. Any officer, employee, agent, or contractor of the Department that knowingly discloses or knowingly permits disclosure of sensitive personal information shall be guilty of a Class I misdemeanor.

I further understand that failure to comply with this agreement may also result in legal and/or disciplinary action against me or the agency/entity with which I am associated, including, but not limited to, termination of employment or agreements with the Department.

Either Party may terminate this Agreement at any time with immediate effect by written notice through electronic transmission to the other Party.

 Gary R. Young, Jr
Name Seeking Access (printed)

 Tom Ourada
 Supervisor/Manager *(printed)*

Signature

 Supervisor/Manager *(Signature)*

Date

Date

Access Granted by Traffic Engineering Division, Highway Safety Section:

Highway Safety Section Authorized Representative

Date

Received by Project Development Agreements only.

Project Development Agreements Manager

Date

A copy of this document shall have the same force and effect as the original.

Retention:

Contractor – Attach to contract

All Others – Retain in separate file by PD Agreements