

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF HUMBOLDT AND THE DEPARTMENT OF MOTOR VEHICLES IN FACILITATING ISSUANCE OF IDENTIFICATION CARDS TO PROJECT ROOM KEY PROGRAM PARTICIPANTS

This Memorandum of Understanding (MOU) is entered into by and between:

1. The California Department of Motor Vehicles (the DMV)
2. Humboldt County Department of Health and Human Services (the County)

PURPOSE

This MOU memorializes the agreement between the DMV and the County to process California identification (ID) card applications for Project Room Key (PRK) program participants.

The purpose of the agreement is to provide ID cards for program participants through the parties working together and utilizing the process outlined in the MOU.

MOU TIME FRAME

The MOU shall commence once executed and shall continue until terminated.

CONTACTS

The contacts for this MOU are:

1. The DMV:
Field Operations Division, Department of Motor Vehicles
Attention: Christine Lopez, Program Manager
2415 First Avenue, MS-F106
Sacramento, CA 95818
Office Telephone: (916) 657-9786
Facsimile: (916) 657-8123
E-mail: Christine.lopez@dmv.ca.gov
2. The County:
Humboldt County Department of Health and Human Services
Attention: Connie Beck, Director; Robert Ward, Housing and Assistance Coordinator
507 F Street
Eureka, CA. 95501
Telephone: (707) 298-3499
E-mail: rward@co.humboldt.ca.us

OVERVIEW OF THE PROCESS

- The County will submit an eligibility request on behalf of each PRK participant, including a Driver License & ID Card application (DL44) and supporting documents.
- The DMV will determine if each participant is eligible and notify the County of eligibility.
- The DMV will process each eligible application and ship the manufactured IDs to the designated field office to be picked up by the County.
- The County will notify the DMV of receipt of all ID cards, inventory all ID cards, safely store all ID cards, and distribute all ID cards to eligible participants.
- The County will return any unclaimed ID cards to the DMV.

THE COUNTY'S ROLE AND RESPONSIBILITIES

A. PRE-SCREENING APPLICANTS AND SUBMISSION OF APPLICATION (DL 44):

1. Once electronic transmission technology is established, the County will submit all applications and supporting documents on behalf of PRK participants through the DMV Interagency Portal at <https://ca-dmv.prod.simpligov.com/prod/Portal>. Until then, the County will submit all paperwork and supporting documents in person at the designated DMV field office.
2. The County may submit no more than 100 eligibility requests per week.
3. For each request, the County will obtain from the participant and transmit to the DMV:
 - a. Photo of the participant for identification purposes and comparison with existing DMV records.
 - b. Application (DL44).
 - Page 1 of the DL44 must include the applicant's right thumbprint in the "DMV use only" area (top right of the form).
 - Social Security Number on the DL44, if eligible.
 - c. No Fee Identification Card Eligibility Verification (DL 933).
4. The County is responsible for ensuring it has secured a person authorized to administer oaths to witness the signing of each application. (See Vehicle Code section 13000(c) and Government Code sections 24000 and 24057). The DMV reserves the right to audit for adherence to this requirement, as needed, and at its discretion.
5. The County is responsible for ensuring the necessary system access is requested and training provided, in accordance with the training documentation provided by DMV.

B. PAYMENT OF FEES:

The County will use the following form provided by the DMV for no fee ID cards: *No Fee Identification Card Eligibility Verification (DL 933)*. When needed, the County will reorder forms using the procedures and contact information provided by the DMV.

C. RECEIPT OF ID CARDS, NOTIFICATION, AND INVENTORY:

- a. The County will notify the DMV in writing when it receives each order of ID cards. The notice shall identify each card received and the date of receipt. The County shall maintain each ID card in its possession in a secure environment until the card is given to the participant.
- b. The County shall maintain an inventory log of all ID cards received, such that the County may at any time determine: which cards have been received; the date upon which each card was received; where the card is; if it is in the possession of the County; the date the card was given to the PRK Program participant; and the date the card went missing, if the card is no longer in the possession of the County and was not given to the participant. Additionally, if any ID card is missing (unaccounted for), the County shall notify the DMV by email and phone call of its absence as soon as it is discovered and record the date and time the

County so notified the DMV. The DMV may audit the inventory log as needed and at its discretion.

D. RETURN OF ID CARDS:

The County shall return to the DMV any ID cards which have not been given to the participant identified on the card within thirty (30) days. Before returning an ID card, the County shall hole punch the ID card through the expiration date. The County shall provide the DMV with written notice of each ID card returned to the DMV, identifying each ID card returned and the date returned.

THE DMV'S ROLE AND RESPONSIBILITIES

A. TRAINING:

The DMV will provide training to the County's staff in the eligibility process, the application submission process, and the process of issuing ID cards. This training will be consistent with the procedures outlined in this MOU and in the document entitled "Project Room Key Processing Procedures," which is incorporated into this MOU by reference.

B. FORMS:

The DMV will provide the County with a PDF copy of the Application for Driver License & Identification Card (DL 44), and the County shall print out copies as needed. The DMV will also provide the County with a supply of blank copies of the No Fee Identification Card Eligibility Verification (DL 933).

C. ELIGIBILITY DETERMINATION:

For each eligibility request received, the DMV will:

1. Compare its records with the information provided in the eligibility request and determine whether the PRK participant meets the eligibility requirements for an ID card.
2. The DMV will notify the County by email of each PRK participant's eligibility. If any participant is ineligible, the DMV will provide the reason(s) for the determination.
3. The DMV will issue ID cards under the processes described in this MOU to PRK participants who meet all of the following requirements:
 - a. The PRK participant has previously held a California driver's license or ID card.
 - b. The PRK participant has a usable photograph on file with the DMV that is not more than ten years old.
 - c. The PRK participant has no outstanding fees due for a prior California ID card.
 - d. The PRK participant has provided and the DMV has verified all of the following information:
 - (a) The PRK participant's true full name.
 - (b) The PRK participant's date of birth.
 - (c) The PRK participant's social security number.
 - (d) The PRK participant's legal presence in the United States.

D. ID PROCESSING AND DELIVERY:

Once the DMV has determined participant eligibility and processed the application, it will request that its manufacturer produce an ID card for the participant. Once produced, the DMV will remove the ID cards from the general mail delivery, bundle them together, and mail them to the designated DMV office for pick-up by the institution.

PROCESSING TIME FRAME

The DMV estimates that it takes 120 days from submission of the online eligibility request to the delivery of the ID cards. The participants and the County should consider this time frame when beginning the application process. This time frame is an estimate, and actual completion time may vary.

DESIGNATED FIELD OFFICE

The DMV Field Office designated for receipt of eligibility information and applications is:

Department of Motor Vehicles
3300 Broadway St, Suite 906
Eureka, CA 95501
Attn: Debbie Rodriguez-Boswell
(707) 4458-6132

The DMV Region Office designated for oversight of this agreement is:

Region I Office
615 Locust St
Redding, CA 96001
Attn: Brenda Perkins

INFORMATION SECURITY

All sensitive or confidential data transmissions permitted or required by this MOU from the DMV to the County or from the County to the DMV outside the DMV's secure internal network must be encrypted using non-proprietary, secure, generally available encryption software. Proprietary encryption algorithms shall not be acceptable. Data encryption shall meet the Federal Information Processing Standard as amended, such as Advanced Encryption Standard (AES). Data encryption shall equal or exceed 128-bit key encryption. A documented security plan is required for encryption key management if required by the Federal Information Processing Standard. This requirement pertains to any type of sensitive and or confidential data in motion, such as website access, file transfer, and E-mail.

In the event that either the County or the DMV becomes aware of any breach or compromise of the security, confidentiality, or integrity of data in which personally identifiable information of a PRK applicant, or of a County employee or DMV employee, was or reasonably appears to have been acquired or accessed by an unauthorized person, the County or the DMV, as the case may be, shall notify the other of the breach immediately by telephone, and by e-mail if requested, and shall comply with all notifications actions, and/or assist with notification actions required by state policy and the law.

The contacts for security issues/notifications are:

1. The DMV:

Rayfield Scott
Information Security Officer
California Department of Motor Vehicles
(916) 657- 0201
InformationSecurityOffice@dmv.ca.gov

Eric Harrald
Chief Information Security Officer
California Department of Motor Vehicles
(916) 657-0201
dmviso@dmv.ca.gov

2. The County:

Humboldt County Department of Health and Human Services
Attention: Connie Beck, Director; Robert Ward, Housing and Assistance Coordinator
507 F Street
Eureka, CA. 95501
Telephone: (707) 298-3499
E-mail: rward@co.humboldt.ca.us

NOTICES

All notices, notifications, or requests under this MOU must be in writing.

AMENDMENT

No amendment or variation of the terms of this MOU shall be valid unless made in writing and signed by both parties.

NO CONSIDERATION RECEIVED OR GIVEN

Aside from any required fees for ID cards, neither the DMV nor the County will receive any compensation from the other under this MOU.

NO ADDITIONAL AUTHORITY CONFERRED BY THIS MEMORANDUM

Nothing in the MOU permits or requires either the DMV or the County to do anything which is not within the authority of the party.

NO AGENCY

Neither the DMV nor the County shall act as the other's agent under this MOU, nor does this MOU create a partnership or agency relationship between the parties. In submitting information to the DMV through the County, the participant has chosen the County to convey the information to the DMV on the PRK Program participant's behalf.

LAWS, RULES, AND REGULATIONS

Each party shall be solely responsible for adhering to any and all local, city, county, state, and federal laws, rules, and regulations pertaining to the responsibilities and roles under this MOU.

INDEMNIFICATION

The County agrees to indemnify, defend and hold harmless the DMV against any cost, claim, or damage resulting from the County's actions or omissions, or the actions or

omissions by County's employees, officers, representatives, volunteers, or agents, in connection with this MOU.

ASSIGNMENT

This MOU is not assignable, in whole or in part, by either party.

DISPUTE

Any disagreement between the DMV and the County relating to this MOU or its subject matter which is not resolved by communication between the contact persons identified in this MOU may be referred by either party to the Chief Executive Officer (or equivalent) of the organizations, or its designated representative, for their consideration.

TERMINATION

Either the DMV or the County may terminate this MOU at any time by giving written notice. In the event of a termination, the parties will complete the transactions in process to the extent possible and in compliance with applicable law.

ENTIRE AGREEMENT

This MOU represents the entire agreement of the parties on this subject. No other representations, whether oral or written, have been made by either party to the other. However, the parties agree that the procedures within the "Project Room Key Processing Procedures" document provided by the DMV to the County are incorporated into this MOU by reference, and function as additional terms to which the parties will adhere.

ACCEPTANCE AND SIGANTURES

The DMV and the County agree that the above recites their mutual understanding of the manner in which they will work together to facilitate the issuance of ID cards to PRK Program participants.

Date: _____

Date: _____

COLEEN SOLOMON
Deputy Director
Field Operations Division

Connie Beck
Director
County of Humboldt