

Memorandum of Understanding
MOU-001- Agency

BETWEEN THE

Iowa Department of Transportation, Motor Vehicle Division
AND
Agency

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the Iowa Department of Transportation, Motor Vehicle Division (hereinafter “MVD”) and the agency delivering *Skip the Trip* (hereinafter “Agency”). The MOU effective date is established by the last date of signature below.

1. Purpose

The purpose of this MOU is to establish the terms and conditions under which the MVD and the Agency will deploy *Skip the Trip* (“Program”) allowing for designated personnel of the Agency to administer driver knowledge tests through the MVD Automated Testing System to eligible applicants as defined in Section 3. The Program will be jointly administered in accordance with the provisions of this MOU by the MVD, which is responsible for the examination of drivers, and the Agency.

2. Term and Termination

The term of this MOU shall be for the period beginning on the date of MOU execution and ending on December 31, 2025. Thereafter, this MOU shall automatically renew from year to year for a maximum of three annual renewals, beginning on the first day of January and ending on the last day of December of each calendar year.

Either party may terminate this MOU at any time during the initial or any renewal term upon thirty (30) days written notice to the other party or pursuant to the termination provisions of subsection 10(c). In addition, to the extent that the administration of the Program, or any part thereof, is reliant on the availability of legislative appropriations at the federal, state, or local level, either party may terminate this MOU, in whole or in part, in the event of non-appropriation of funds, irrespective of the source, for the administration of the Program.

This MOU will automatically terminate upon the enactment of any state or federal law that makes the MOU or the Program unlawful.

3. Program Overview

The Program will enable the Agency to administer driver knowledge testing to eligible applicants enrolled with the Agency or in an Agency program. Knowledge testing will be conducted online through a web-based Remote Testing Portal established by the MVD and its knowledge testing vendor. Results will be passed directly to the MVD by the vendor and retained in the MVD customer records. All driver remote knowledge testing records and results will be MVD records. At no time will the Agency or any Program Participant of the Agency be required or authorized to make an applicant's driver knowledge testing record or results part of the student's education records.

Students that are within 30 days of their 14th birthday or older and not currently holding an Iowa Department of Transportation Instruction Permit, are eligible for knowledge testing with Skip the Trip. Applicants who pass the remote knowledge test will be eligible to apply for an Instruction Permit, provided the applicant is otherwise eligible according to Iowa law, at any Iowa MVD location, but may not be issued an instruction permit until their 14th birthday. Applicants may only attempt one knowledge test per day.

4. Participation in the Program

A designated representative of the Agency who intends to administer remote knowledge tests as a part of this Program must execute a Participant Addendum to this MOU to become a Program Participant (hereinafter "Program Participant"). Such Addendum must be agreed to by both the MVD and the Agency. For purposes of this MOU, any designated Agency representative that elects to participate shall be referred to as a "Program Participant." Each Program Participant shall execute a Program Participant Addendum. The Program Participant agrees to be responsible for use of the Program.

Upon execution of the Program Participant Addendum, Program Participants will be bound to the terms of this MOU.

5. Designation of Examiners

The software used for the Program utilizes pre-defined User roles, the names of which cannot be changed by the parties. "Site" refers to the Agency location at which the remote knowledge test will be given. "Examiner/Proctor" refers to the individual who initiates the testing process, enters the applicant information, prints/emails the test ticket, monitors the applicant test taking, and oversees the expiration of 72-hour test availability.

One or more Program Participants may be assigned to the role of Examiner/Proctor.

All identified Program Participants, regardless of assigned role, are examiners authorized to conduct driver knowledge examinations, in the manner authorized under the MOU, on behalf of MVD upon execution of this MOU and the Participant Addendum.

6. Anticipated Workflow

The following includes the primary steps in the Program workflow. This workflow is for reference purposes only, is subject to change, and is not immediately binding on any Party or Program Participant; however, the Parties may agree to incorporate any or all of this workflow into any procedures developed under Section 9 of this MOU.

- a) Examiner/Proctor logs into the Remote Proctor Portal to register the applicants for testing using the applicant's first name, last name, date of birth and email address;
- b) Examiner/Proctor receives an examination display ticket for each applicant that contains secure log-in information for the applicant to log into the Remote Testing Portal;
- c) Applicant logs into the Remote Testing Portal using the ticket number and security code and completes the remote knowledge test;
- d) Applicant receives test results by email upon completion of the examination. The test results will be used for Instruction Permit processing at the MVD as described in Section 3 Program Overview.

7. MVD's Responsibilities

MVD specifically agrees to:

- a) Make the Remote Testing Portal available for use by Program Participants.
- b) Manage Program Participant user accounts, including, but not limited to, the addition of new users, the assignment of user logon credentials, and the deletion of accounts, when necessary.
- c) Provide an implementation toolkit to the Agency for distribution to Program Participants.
- d) Coordinate technical assistance for Program Participants. Technical assistance is to be requested via email at the email address provided to the Agency by the MVD. Technical support will not be available outside of normal business hours, on Saturdays, Sundays, state or federal holidays, or any day the MVD is closed at the direction of the Governor.

8. Agency Responsibilities

The Agency specifically agrees to:

- a) Facilitate the signing of Participant Addenda for participation in the Program, including ensuring the Program Participant receives and views a copy of this MOU prior to completing the Participant Addendum, and forward all Participant Addenda to MVD for processing of Program Participant user accounts prior to registering applicants or proctoring the web-based driver, remote knowledge testing.
- b) Ensure all Program Participants attend a Program training by a MVD representative.
- c) Update user account information contained in the Participant Addenda for all Program Participants. Program Participant Addenda renewals will be submitted in a manner determined by the MVD by December 31.

9. Mutual Agreements of MVD and the Agency

- a) The MVD and the Agency may establish standards, rules, procedures, and/or guidelines from time to time for the administration of and participation in the Program. Any such standards, rules, procedures, or guidelines jointly established by the MVD and the Agency shall be incorporated by reference into this MOU.
- b) Remote Testing Portal access privileges granted under this MOU to a Program Participant may be suspended or terminated without notice upon the discovery of any breach of, or failure to fulfill, any responsibility established pursuant to this MOU or the documents incorporated by reference into this MOU.
- c) Parental or legal guardian permission shall be required before an applicant will be allowed to be issued an Instruction Permit.
- d) The MVD and the Agency will be jointly responsible for any audits required under the Program.

10. Program Participant Responsibilities

Program Participant specifically agrees to:

- a) Adhere at all times to all standards, rules, procedures, and guidelines established by MVD and the Agency for participation in the Program.

- b) Notify the Agency as soon as practicable of any changes to ensure adequate time for MVD to process those changes.
- c) Not share assigned logon credentials with any other Program Participant or any individual who is not a Program Participant or use those credentials in any manner inconsistent with their authorized use under the Program. Improper use of logon credentials will be grounds for termination of this MOU; however, the Agency will be offered the opportunity to cure any suspected misuse prior to termination of access privileges. At the discretion of MVD and the Agency, Program Participants found to be in violation of this section may have their individual access terminated temporarily or permanently and may be subject to criminal charges.
- d) Not allow an applicant to complete a remote knowledge test under the Program if the applicant has in their possession any of the following prohibited items, including, but not limited to:
 - Textbooks, manuals, scratch paper, notes, or other aids.
 - Any electronic device, this includes mobile phones, smart watches, fitness bands, media players, iPads, headphones, cameras or any other devices with recording, internet, or communication capabilities
 - Reading material.
- e) To comply with any and all audit requests by the MVD or the Agency.
- f) At the discretion of the Agency, make the necessary accommodations to be in compliance with the Americans with Disabilities Act.

11. Technical Requirements

All functions of the Program are hosted on secure servers and accessed through the public Internet. The Agency is responsible for providing all computers that will be used in performance of its duties under the Program. Any classroom or computer lab used to administer examinations must also include one computer reserved for use by the Program Participant. Separate testing rooms must have separate Program Participants.

Computers used for the Program administration of examinations must be able to access the Remote Proctor Portal and Remote Testing Portal using any of the supported web browsers:

- a) Internet Explorer version 10 or 11 run on Windows 7, 8.1, or 10.
- b) Edge,
- c) Chrome,

- d) Firefox or
- e) OSX

All technical and configuration requirements are provided in the "Iowa Automated Testing Configuration Guide," which will be provided to the Agency and is hereby incorporated by reference into this MOU.

12. Program Participant Security

The MVD will assign User account names to the Agency's identified Program Participants. Program Participants will be responsible for setting a password when first logging into the system. Program Participants are responsible for safeguarding their logon credentials and are prohibited from sharing them with any other individual.

13. Right to Audit

The MVD reserves the right to audit the Agency and Program Participants to confirm compliance with this MOU. Audits will be conducted on-site during scheduled testing events. In consideration of Agency safety and visitation rules, the MVD and the Agency will coordinate to establish guidelines to allow for audits to be conducted at random in order to protect the integrity of the examination process.

In addition to random on-site audits, the MVD may elect to audit the records of the Agency and Program Participants directly related to the Program. If such an audit is requested, the Agency and Program Participants agree to provide the MVD with full access to and the opportunity to examine any records the Agency and Program Participant is required to maintain under this MOU, and/or any other materials necessary to perform such audits at reasonable times and places during the term of this MOU and for thirty (30) days thereafter.

14. Limitations on use

The Agency and Program Participant agree to use any motor vehicle record information obtained under this MOU subject to and in accordance with the limitations of all applicable state and Federal laws, including the DPPA, 18 U.S.C. §§2721-25, and Iowa Code § 321.11. The Agency and Program Participant further agree that any personal information used in connection with this MOU will not be published, redisclosed, or used to contact individuals, in accordance with 18 U.S.C. §2721(b)(5).

15. Protection of data

The Agency and Program Participant agree to employ any and all security measures as are reasonably necessary to protect any data and/or information that the Agency and Program

Participant (including its agents and employees) come to possess as a result of this MOU from illegal or unauthorized access or redisclosure. The Agency and Program Participant agree not to sell, assign, or otherwise transfer or disclose any data or information obtained or received pursuant to this MOU except for purposes expressly permitted under the DPPA and Iowa Code §321.11, and only then with the express permission of the MVD. Transfer means dissemination by written, audio, or electronic means.

16. Record keeping

The Agency and Program Participant agree to keep a record for five (5) years of all persons to whom any information obtained under this MOU is redisclosed in accordance with the preceding paragraph, and consistent with all statutory limitations found therein, which shall also include the purpose for which the information is to be used by any such third party. The Agency and Program Participant assume full responsibility for assuring record maintenance and protection, including determining the methods used for record keeping and the sufficiency of such methods under all applicable state and Federal law. The Agency and Program Participant agree to make such records available to the MVD upon request.

17. Notification and cooperation

In the event of any breach of law or security involving personal information, including breach by any third party, the Agency and Program Participant agree it will immediately notify the MVD upon discovery and will fully cooperate with the MVD to investigate the issue(s) and take all corrective action required by the MVD.

18. Indemnification

To the extent allowed by Iowa Code Chapter 669, the Agency and Program Participant shall indemnify, defend and hold harmless the MVD from any and all claims or causes of action arising out of or from the Agency's or Program Participant's acts or omissions, and those of its employees or agents, in the performance of this MOU. This clause shall not be construed to bar any legal remedies the Agency or Program Participant may have in the event of the MVD's failure to fulfill its obligations pursuant to this MOU. This includes, but is not limited to: the Agency's and Program Participant's redisclosure of personal information, whether authorized or unauthorized, while the data and/or information is under the Agency's or Program Participant's control; any claim that the Agency or Program Participant failed to provide adequate security for and/or administrative control over the motor vehicle record information or any part thereof; and any claim that the Agency or Program Participant, or a third-party that obtained the data from or through the Agency or Program Participant otherwise violated the DPPA and/or Iowa Code §321.11.

19. Disclaimer of liability

With respect to information available from the MVD, the Agency and Program Participant accept and acknowledge that neither the Iowa Department of Transportation nor any of its employees, agents, officers, or assignees makes any warranty, express or implied, including the warranties of merchantability and fitness for a particular purpose as to the motor

vehicle record information, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any data or information.

20. Notice

Any notice given under this MOU shall be in writing, shall be delivered to the person designated in Section 21 as the party's point of contact, and may be delivered:

- a) In person to the party's contact, or
- b) To the e-mail address listed, or
- c) To the party contact by U.S. mail, postage prepaid, for mailing by first class, registered, certified mail, or overnight courier service.

Notice shall be deemed given on the date delivered to the other party, or, if sent by United States Postal Service, three (3) business days from the date of mailing as indicated by the postmark on the envelope in which the notice is sent.

21. Party Contacts

The parties identify the following individuals as their points of contact for operational and administrative questions or concerns and as their representatives to receive notice under this MOU:

For MVD:

Kathleen Meradith-eyers
MVD Director
Iowa DOT Motor Vehicle Division
P.O. Box 9204
Des Moines, IA 50306
Phone: (515) 244-8725
Fax: (515) 239-1837
Email: skipthetrip.support@iowadot.us

For the Agency:

Name
Title , Authorized Representative
Agency
Address Line 1
Address Line 2
City, State Zipcode
Phone: (xxx) xxx-xxxx
Fax: (xxx) xxx-xxxx
Email: email address

The parties may change the individual identified to receive notice or any of the contact information by giving the other party notice of such change in accordance with the notice provision above. The parties agree that, should the designated person cease to be the appropriate representative, such party shall appoint a new contact and notify the other party within five (5) business days of change.

Points of contact for Program Participants are to be named on the Participant Addendum.

22. Amendments

This MOU may be amended or modified only by a written instrument, dated and signed by duly authorized representatives of both parties to this MOU.

23. Severability

Each provision of this MOU shall be interpreted in a way that is valid under applicable Iowa law. If any provision is held invalid, the remainder of the MOU shall remain in full effect.

24. Assignment

The rights, responsibilities, and liabilities of this MOU may not be assigned to any other person or entity except by written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed by their authorized representatives intending to be bound by the terms and conditions set forth herein.

Iowa Department of Transportation
Motor Vehicle Division

Agency:

By: _____
Signature

By: _____
Signature

Kathleen Meradith-eyers
MVD Director
Iowa DOT Motor Vehicle Division
P.O. Box 9204
Des Moines, IA 50306

Name
Authorized Representative
Agency Name
Street Address
City, State Zip code

Date: _____

Date: _____