

810-5-1-.227.07 Memorandum of Understanding Between the Alabama Department of Environmental Management and the Alabama Department of Revenue. (REPEALED)

(1) The Alabama Department of Revenue (ADOR) may allow access into the ADOR's motor vehicle registration and certificate of title database to the Alabama Department of Environmental Management (ADEM). The purpose of this access is limited to determining identity and ownership of vehicles observed during surveillance of illegal dumps within the State of Alabama.

(2) ADOR may allow access to the ADOR scrap tire environmental fee registration database to ADEM. The purpose of this access is for ADEM to determine compliance by tire dealers and retailers with the Alabama Scrap Tire Environmental Quality Act.

(3) ADEM agrees to be responsible for the access and dissemination of data by personnel within its agency. ADEM agrees to require its personnel with access to motor vehicle registration and certificate of title data or to the scrap tire environmental fee registration data to sign a "Non-Employee Confidentiality and Disclosure Statement" (Form COM-103) acknowledging that the use of the data is confined solely to the legitimate administration of its programs. These disclosure documents must be on file with the ADOR and a copy must be with the employee's personnel folder kept by ADEM. For the purposes of this rule, the word "personnel" shall be deemed to include employees of ADEM, vendors, contractors, subcontractors, and anyone with access to the data supplied by the ADOR.

(4) ADEM agrees to inform ADEM personnel with access to motor vehicle registration and certificate of title data provided pursuant to this memorandum of understanding that use or allowing the use of this data for reasons/uses other than the purpose(s) adopted in this MOU could be in violation of the Federal Driver's Privacy Protection Act, and could subject ADEM to federal sanctions. ADEM further agrees to inform personnel that anyone whose personal information is improperly released, or anyone who is injured due to the improper release of personal information contained within the motor vehicle registration or certificate of title databases, may bring a civil action in a U.S. District Court against the person and/or entity that wrongfully released the information.

(5) ADEM, in entering into this memorandum of understanding, agrees that if ADEM personnel release information contrary to the Federal Driver's Privacy Protection Act, such improper release shall be the responsibility of the person wrongfully releasing the data, with ADOR not responsible for the consequences of this improper action.

(6) ADEM shall advise ADEM personnel that the improper use of the information could constitute a violation of the Alabama Computer Crime Act and/or the provisions of Section 40-2A-10, Code of Alabama 1975.

(7) ADEM further agrees to provide the names of the individual(s) granted access to data pursuant to this agreement, and to promptly update the Department when there are additions or deletions to this listing of authorized individuals.

ADOR shall establish security standards for the data received by ADEM pursuant to the memorandum of understanding, which may include the audit of the receiving agency to ensure that the information is being properly secured.

Author: Amy Bright ~~Johnny Newman~~
Authority: Sections 40-2A-7(a)(5), Code of Alabama 1975.
History