



Confidentiality Agreement Motor Vehicle Accident Reports

This Confidentiality Agreement defines the duties and responsibilities of all individuals, officers, employees, agents, and/or contractors employed by, working with, or contracting with the Nebraska Department of Transportation (*the Department*), who have access to personal or sensitive personal 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>)

Information Protected

Under the Act, the Department is required to protect all personal information and sensitive personal information contained in motor vehicle records.

- 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.
- Sensitive personal information includes an individual’s operator’s license photo or image, social security number, and medical or disability information.

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 to access motor vehicle accident reports from OnBase, or other electronic or paper sources. Those who have access to this information are required by the Uniform Motor Vehicle Records Disclosure Act to keep the contents confidential, and, therefore, agree to the following 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 motor vehicle accident reports 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 accident reports within my custody or control, or within the custody or control of anyone operating on my behalf.

I further understand that failure to comply with this agreement could result in the following penalties for unauthorized access to Motor Vehicle records:

- For each day of noncompliance, the Agency may be subject to a \$5,000.00 fine.
- 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.
- 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 and shall be subject to removal from office or discharge at the discretion of the Governor or agency head, as appropriate.

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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.

Name Seeking Access (printed)

DE/DH/Authorized Representative (printed)

Signature

DE/DH/Authorized Representative Signature

Date

Date

Received by Traffic Engineering Division, Highway Safety-Accident Records:

Access Granted:

Date

Project Development Agreements only.

Highway Safety Manager

Date

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

Retention:

NDOT Employees – Human Resources

Contractor – Attach to contract

All Others – Retain in separate file by PD Agreements