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Description of document: National Highway Traffic Safety Administration (NHTSA) copies of each Memorandum of Understanding (MOU) and each Memorandum of Agreement (MOA) to which NHTSA is a signed party from the following offices: Enforcement (including Defects Investigation and Vehicle Safety Compliance); Vehicle Safety Research; and National Center for Statistics and Analysis, 2018

Requested date: 15-May-2017

Released date: 06-February-2018

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Source of document: FOIA request  
NHTSA  
Executive Secretariat  
1200 New Jersey Avenue, SE  
West Building, 41-304  
Washington, D.C. 20590  
Fax: (202) 493-2929  
[Online Email form](#)

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U.S. Department  
of Transportation

**National Highway  
Traffic Safety  
Administration**

1200 New Jersey Avenue, SE  
Washington, DC 20590

**VIA ELECTRONIC MAIL**

February 6, 2018

RE: Freedom of Information Act (FOIA) Request ES17-001459

This responds to your May 15, 2017, FOIA request seeking a copy of each Memorandum of Understanding and each Memorandum of Agreement to which NHSTA is a signed party.

On July 31, 2017, you sent an email confirmation to Ms. Shonda Humphrey of our office, agreeing to limit the search for responsive records to the following offices: Enforcement (including Defects Investigation and Vehicle Safety Compliance); Vehicle Safety Research; and National Center for Statistics and Analysis.

Enclosed are records responsive to your request. I have redacted portions of the records containing information whose disclosure would constitute a clearly unwarranted invasion of personal privacy pursuant to FOIA Exemption 6. 5 U.S.C. § 552(b)(6).

Pursuant to 49 C.F.R. Part 7, there is no charge for this response.

I am the person responsible for this determination. If you wish to appeal this decision, you may do so by writing to the Chief Counsel, National Highway Traffic Safety Administration, 1200 New Jersey Avenue, S.E., West Building, W41-227, Washington, DC 20590, pursuant to 49 C.F.R. § 7.32(d). Alternatively, you may submit your appeal via electronic mail to [nhtsa.foia.appeal@dot.gov](mailto:nhtsa.foia.appeal@dot.gov). An appeal must be submitted within 90 days from the date of this determination. It should contain any information and argument upon which you rely. The decision of the Chief Counsel, will be administratively final.

You also have the right to seek dispute resolution services from NHTSA's FOIA Public Liaison, Mary Sprague, who may be contacted on (202) 366-3564 or by electronic mail at [Mary.Sprague@dot.gov](mailto:Mary.Sprague@dot.gov).

Further dispute resolution is available through the Office of Government Information Services (OGIS). You may contact OGIS on (202) 741-5770 or by electronic mail at [ogis@nara.gov](mailto:ogis@nara.gov).

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Andrew J. DiMarsico", with a long horizontal flourish extending to the right.

Andrew J. DiMarsico  
Senior Attorney

Enclosures: 78 pp.

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN  
TEXAS DEPARTMENT OF TRANSPORTATION  
AND  
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION**

**Background:**

The U.S. Department of Transportation, National Highway Traffic Safety Administration (NHTSA) was established by Congress to save lives, prevent injuries, and reduce economic costs due to motor vehicle crashes through education, research, safety standards, and enforcement activity. Within NHTSA, the Office of Data Acquisition (ODA) is responsible for providing timely, complete, and high quality data for use by NHTSA, other Federal, State, and local governmental agencies, and others in motor vehicle safety research and analysis to reduce crashes, injuries, deaths, and associated medical costs. NHTSA conducts these activities pursuant to 49 U.S.C. Chapter 301 and other provisions of Federal law.

In furtherance of its vehicle and highway safety mission, NHTSA seeks the cooperation of Texas Department of Transportation (the State) in connection with NHTSA's Electronic Data Transfer (EDT) program. The EDT program involves the automated transfer of State motor vehicle crash and injury data, including fatalities, injuries and property damage, into a federal data warehouse that electronically supports provision of data for NHTSA's Fatality Analysis Reporting System (FARS), Crash Reporting Sampling System (CRSS), Crash Investigative Sampling System (CISS), Special Crash Investigation (SCI), Non-Traffic Surveillance (NTS), State Data System (SDS) and related special studies and analysis.

The State has supported NHTSA over the years, and expressed its intent to continue to support NHTSA by providing State motor vehicle crash and injury data through its participation in the EDT program.

**A. As authorized by law, the parties agree as follows:**

1. The parties to this MOU are NHTSA and the State;
2. This MOU is governed by the Privacy Act of 1974, as amended and other Federal laws, as appropriate, including the Freedom of Information Act (FOIA). Both the Privacy Act and the FOIA protect the privacy of individuals referenced in Federal records and systems by restricting the release of information that personally identifies or may be used to identify individuals;
3. The parties enter into this MOU to affirm their mutual interests in facilitating the transfer of information critical to NHTSA activities in furtherance of motor vehicle and highway safety. This MOU is not intended to, nor does it modify in any respect, the terms of existing relationships between U.S. Department Of Transportation (DOT) and the State, including the FARS cooperative agreement;

4. The signatories to this MOU are authorized to sign this document;
5. This MOU will terminate five years after the date of the last signature below, unless terminated sooner by either party;
6. The parties may agree in writing to renew this MOU for additional intervals upon mutually agreeable terms;
7. Either party may terminate this MOU at any time by providing advance written notice of such termination to the other party, as follows:
  - a. NHTSA may terminate this MOU in whole or in part by providing written notification to the State with a sixty (60) day advance written notice;
 

- or -;
  - b. The State may terminate this MOU by providing to NHTSA written notice sixty (60) days in advance of the intended date of termination.
8. By signing this MOU, NHTSA is not consenting, on behalf of the Federal Government, its employees or its agents, to be subject to the jurisdiction of any judicial or administrative body in the State of Texas; and
9. The principal contacts for this MOU are:

<b>Texas Department of Transportation Contact</b>	<b>National Highway Traffic Safety Administration Contact</b>
Michael Chacon Texas Department of Transportation Traffic Operations Division Director 125 E. 11 <sup>th</sup> Street Austin, TX 78701	Steven K. Smith Acting Associate Administrator National Center for Statistics and Analysis National Highway Traffic Safety Administration 1200 New Jersey Ave, SE Washington, DC 20690 Phone: 202- 366-4290 FAX: 202-366-3462
Kellie Pierce Texas Department of Transportation Traffic Operations Division Section Director for Crash Data and Analysis 125 E. 11 <sup>th</sup> Street Austin, TX 78701	Chip Chidester Director, Office of Data Acquisition National Center for Statistics and Analysis NHTSA 1200 New Jersey Ave, SE Washington, DC 20690 Phone: 202- 366-5393 FAX: 202-493-0021

**B. Texas Department of Transportation agrees:**

1. To furnish electronically to NHTSA (via File Transfer Protocol (FTP) or web service or other means chosen by the State) copies of Texas Peace Officer's motor vehicle crash and injury data, including narratives and diagram, on a periodic basis (daily or other frequency agreed upon by the parties);
2. To participate in the EDT program by providing assistance (including Texas FARS Analyst time and CRIS system information) with development of the data translations required for NHTSA to convert Texas's motor vehicle crash and injury data into a data format compatible with NHTSA requirements;
3. To furnish Texas' motor vehicle crash and injury data in accordance with technical mapping requirements agreed upon by the parties within the agreed upon amount of time of NHTSA's data request in writing;
4. To allow NHTSA the use of Texas Peace Officer's motor vehicle crash and injury records in Federal data systems, including the Fatality Analysis Reporting System (FARS), Crash Reporting Sampling System (CRSS), Crash Investigative Sampling System (CISS), Special Crash Investigation (SCI), Non-Traffic Surveillance (NTS), State Data System (SDS) and related special studies and analysis; and
5. To provide a designated point-of-contact for Texas Peace Officer's motor vehicle crash and injury records.

**C. NHTSA agrees:**

1. To work with the state to devise the following: (i) procedures for the Texas FARS Analysts to use in performing EDT-related Microcomputer Data Entry (MDE), and (ii) tools to help Texas FARS Analysts manage and report the status of electronic and manual data reporting;
2. To use the data furnished by the State under this MOU solely in furtherance of motor vehicle and highway safety activities conducted by NHTSA, including activities under 49 U.S.C. Chapter 301;
3. Not to re-disclose any personally identifying information (information contained in records that identifies or can be used to identify an individual person, including but not limited to, the person's photograph, social security number, driver's license identification number, vehicle identification number (VIN) sequence number (positions 13-17), or the death certificate number, name, date of birth, telephone number, medical or disability information, or a person's address other than the county and five digit zip code), except to the extent required by Federal law;
4. Not to use personal information in State records for bulk distribution for surveys,

marketing, or solicitations, or for other related purposes, unless the person whose information is used has provided express written consent for such disclosure;

5. Not to provide to other persons or entities records obtained from State under this MOU without first entering into an agreement including the limitations on use and disclosure identified herein, except to the extent that such disclosure is in furtherance of NHTSA activities under 49 U.S.C. Chapter 301 or required by Federal law;
6. To ensure that its personnel are familiar with the provisions of the Federal Privacy Act and adhere to all Federal laws and policies, including those that protect personally identifying information and the privacy of individuals identified in Federal government records and systems;
7. To provide information to State in response to reasonable requests designed to ensure that NHTSA is adhering to the use and access limitations set forth in this MOU; and
8. To investigate promptly any alleged misuse of State data or related security breach, and to cooperate reasonably with State personnel in connection with any alleged breaches involving its data.

IN WITNESS WHEREOF the parties have affixed their signatures hereto on the dates as written below.

**On behalf of National Highway Traffic Safety Administration:**

(b)(6)

3-2-2017  
Date

Stéven K. Smith

*Acting* Associate Administrator, National Center for Statistics and Analysis  
National Highway Traffic Safety Administration  
1200 New Jersey Ave, SE  
Washington, DC 20690

**On behalf of the Texas Department of Transportation:**

(b)(6)

4/4/17  
Date

James M. Bass

Texas Department of Transportation  
Executive Director  
125 E. 11<sup>th</sup> Street  
Austin, TX 78701



## Appendix I. DEFINITIONS AND ACRONYMS

### ACRONYMS

<b>CRIS</b>	Texas Crash Records Information System
<b>CRSS</b>	Crash Reporting Sampling System
<b>CISS</b>	Crash Investigative Sampling System
<b>EDT</b>	State-to-Federal Electronic Data Transfer
<b>FARS</b>	Fatality Analysis Reporting System
<b>FTP</b>	File Transfer Protocol
<b>MDE</b>	Microcomputer Data Entry
<b>MOU</b>	Memo of Understanding
<b>NHTSA</b>	National Highway Traffic Safety Administration
<b>NTS</b>	Non-Traffic Surveillance
<b>ODA</b>	Office of Data Acquisition
<b>PDO</b>	Property Damage Only
<b>SCI</b>	Special Crash Investigation
<b>SDS</b>	State Data System (CRIS)
<b>TxDOT</b>	Texas Department of Transportation
<b>VIN</b>	vehicle identification number (VIN)

### DEFINITIONS

**Crash Data** – NHTSA is requesting to have state crash data, including fatalities, injuries and property damage transferred from State to the federal data mart.

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**Master Memorandum of Understanding / Agreement**

**Between**

**California Highway Patrol  
Information Management Division  
Information Technology Section**



**And**

**National Highway Traffic Safety Administration  
Office of Data Acquisition**

**March 8, 2017**

- FOR OFFICIAL USE ONLY -  
MASTER MEMORANDUM OF UNDERSTANDING/AGREEMENT

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## **SUPERSEDES**

This Master Memorandum of Understanding/Agreement (MMOU/A) dated March 8, 2017, supersedes the existing MMOU/A in place between the listed organizations for the purpose(s) described here within dated and signed May 19, 2016.

## **INTRODUCTION**

The purpose of this MMOU/A is to establish a management agreement between the California Highway Patrol (CHP) and the National Highway Traffic Safety Administration (NHTSA), Office of Data Acquisition (ODA), regarding the development, management, operation, and security of interconnections to electronically exchange data between the CHP and the NHTSA. This agreement will govern the relationship between the CHP and the NHTSA.

## **AUTHORITY**

The governing authority for this agreement is 18 U.S.C. 2721 et seq., (commonly known as the Driver Privacy Protection Act), and other applicable federal laws, as appropriate. The Driver Privacy Protection Act provides for the release of driver information sought by NHTSA in connection with its highway safety activities.

## **BACKGROUND**

The NHTSA was established by Congress to save lives, prevent injuries, and reduce economic costs due to motor vehicle crashes through education, research, safety standards, and enforcement activities. The ODA within the NHTSA is responsible for providing timely, complete, and high quality data for use by NHTSA, other federal, state, and local governmental agencies and others in motor vehicle and highway safety research and analysis to reduce crashes, injuries, deaths, and associated medical costs. The NHTSA conducts these activities pursuant to chapter 301 of title 49 of the United States Code and chapter 4 title 23 of the United States Code.

The NHTSA seeks the cooperation of the CHP to participate in the electronic exchange of data as described within an Interconnection Security Agreement (ISA) for each system/dataset the NHTSA has requested from the CHP. The parties enter into this

MMOU/A expected to expedite the processing of data critical to NHTSA activities in furtherance of motor vehicle and highway safety.

## **COMMUNICATIONS**

Frequent formal communications are essential to ensure the successful management and operation of the established interconnections. The parties agree to maintain open lines of communications between designated staff at both the managerial and technical levels. Critical communications described herein must be conducted in writing unless otherwise noted. The principal contacts for this MMOU/A are as detailed below:

California Highway Patrol	National Highway Traffic Safety Administration
Chief Scott Howland Chief Information Officer (CIO) Information Management Division  601 North 7 <sup>th</sup> Street Sacramento, CA 95811 Phone: (916) 843-4000 e-Mail: Scott.Howland@chp.ca.gov	Chip Chidester Director, Office of Data Acquisition, National Center for Statistics and Analysis  1200 New Jersey Avenue SE Washington, DC 20690 Phone: (202) 366-5393 e-Mail:

The system/data owners agree to designate and provide contact information for technical leads for their respective system, and to facilitate direct communication between technical leads to support the management and operation of the interconnection. To safeguard the confidentiality, integrity, and availability of the interconnected systems and the data they store, process, and transmit, the parties agree to provide notice of specific events within the time frames indicated below:

- **SECURITY INCIDENTS**

The parties agree to notify their designated counterparts by telephone or e-mail at the earliest opportunity in the event a security incident has been detected, so the other party may take steps to determine whether its system has been compromised and to take appropriate security precautions. This communication should include a description of the incident and status on containment and/or

resolution efforts. The system owner will receive a formal written incident summary within ten (10) business days after the incident has been remediated.

- **DISASTERS AND OTHER CONTINGENCIES**

The parties agree to provide notification to their designated counterparts by telephone or e-mail as they are reasonably able to in the event of a disaster or other contingency which disrupts the normal operation of one or both of the connected systems. This communication should include the cause of the outage and reasonable forecasts pertinent to the restoration of services. The system owner will receive formal written event summary within ten (10) business days after restoration of services.

- **MATERIAL CHANGES TO SYSTEM CONFIGURATION**

Planned technical changes to the system architecture that affect the efficacy of the ISA will be reported to technical staff before such changes are implemented. If the change(s) are determined to be significantly different so that the terms of the ISA associated with this MMOU/A are no longer applicable, the initiating party agrees to conduct a risk assessment based on the new system architecture to then modify and re-sign a new ISA within one (1) month of implementation. If planned changes will cause a disruption in service, notification of such shall be made a minimum one (1) week in advance.

- **NEW INTERCONNECTIONS**

Each party agrees to ensure that all information security safeguards are maintained with respect to all data exchanged under this agreement when it connects its Information Technology (IT) system with any other IT system, including systems that are owned and operated by third parties.

- **PERSONNEL CHANGES**

Both parties shall allocate the appropriate human resources to ensure the continual function of the interconnection that is the subject of this MMOU/A, irrespective of changes in personnel. Each party agrees to provide the other with notification of any changes in point of contact information.

## **INTERCONNECTION SECURITY AGREEMENT**

The technical details of interconnections will be documented in an ISA. Both parties agree to work together to develop the ISAs, which must be signed by both parties before the interconnection is activated. Proposed changes to either the system or the interconnection medium will be reviewed and evaluated to determine the potential impact on the interconnection. If change(s) are determined to be significantly different so that the terms of the ISA are no longer applicable, the ISAs will be modified and re-signed within one (1) month of the implementation. Signatories to the ISAs shall be the designated approving authority (DAA), or other authorizing management official, of each organization for each system.

## **SECURITY**

Both parties agree to work together to ensure the joint security of the interconnected systems and the data they store, process, and transmit, as specified in the ISA. Each party certifies that its respective system is designed, managed, and operated in compliance with all relevant federal and state laws, regulation, and policies pertaining to such systems.

### **- DISCLOSURE**

The NHTSA agrees not to re-disclose any information in records provided by the CHP which identifies or can be used to identify an individual person except for the same statutory use for which it was received. This may include, but is not limited to a person's name, date of birth, telephone number, social security number, driver's license number, medical or health information, vehicle identification sequence number (positions 13-17), death certificate number, their photograph, or address (other than the county and five digit zip code).

Any personal information contained in the TC reports is private and exempt from disclosure under the Freedom of Information Act (FOIA). No such information will be disclosed except as required by federal law or by order of a court of competent jurisdiction.

### **- APPROPRIATE USE**

Except in furtherance of a NHTSA activities under chapter 301 of title 49 of the United States Code or chapter 4 of title 23 of the United States Code, the NHTSA agrees not to use personal information in records provided by the CHP to contact or distribute bulk surveys, marketing, solicitations or for other purposes, unless

the person whose information is used has provided express written consent for such disclosure.

- **LIMITATION OF USE**

The NHTSA agrees not to provide any information obtained from CHP records pursuant to this MMOU/A to any other person without entering into an agreement including disclosure, appropriate use and limitation of use identified herein, except in furtherance of NHTSA activities under chapter 301 of title 49 of the United States Code or chapter 4 of title 23 of the United States Code or as required by Federal Law.

- **PRIVACY PROTECTION**

The NHTSA agrees to ensure that its personnel are familiar with the provisions of the Driver Privacy Protection Act and adhere to Federal laws and policies which protect personal identifying information in government records and systems, including the Privacy Act of 1974.

- **INVESTIGATIONS OF MISUSE/SECURITY BREACH**

The NHTSA agrees to promptly investigate any alleged misuse of CHP data or related security breach, and to cooperate reasonably with CHP personnel in connection with any alleged breaches involving its data.

The NHTSA agrees to respond to all of CHP's requests designed to ensure that NHTSA is adhering to the use and access limitations set forth in this agreement. NHTSA's response shall be in writing and provided within ten (10) business days of NHTSA's receipt of the request.

## **COST CONSIDERATIONS**

Unless otherwise specified in an ISA, datasets will be provided via web service. Both parties agree to incur any hardware/software/service costs necessary within their respective organization to establish and maintain a secure web service interconnection. Modifications to any system which are necessary to support an established interconnection are the responsibility of the respective system owner's organization.



## TIMELINE

This agreement will remain in effect for five (5) years after the last date on either signature in the signature block below. After five (5) years, this agreement will expire without further action.

If the parties wish to extend this agreement, they may do so by reviewing, updating, and reauthorizing this agreement. The newly signed agreement should explicitly supersede this agreement, which should be referenced by title and date.

**If one or both of the parties wish to terminate this agreement, they may do so at any time upon written 30-day advanced notice or immediately in the event of a security incident that necessitates a rapid response.**

## SIGNATORY AUTHORITY

The signatories below attest to having signing authority for the entities they represent and agree to the terms of this MMOU/A.

By signing this MMOU/A, NHTSA is not consenting, on behalf of the Federal Government, its employees or its agents, to be subject to the jurisdiction of any judicial or administrative body in the State of California.

Authorized Signatory on behalf of  
California Highway Patrol Official

(b)(6)  
3/8/17

Signature  
Date  
Scott R. Howland, Chief  
Information Management Division  
California Highway Patrol

Authorized Signatory on behalf of  
National Highway Traffic Safety  
Administration

(b)(6)  
3/9/17

Signature  
Date  
Terry Shelton, Associate Administrator  
National Center for Statistics and Analysis  
National Highway Traffic Safety  
Administration

Brian Sandoval  
Governor



## Office of Traffic Safety

James M. Wright  
Director

Jackie Muth  
Deputy Director

Amy Davey  
Administrator

January 19, 2017

Steven K. Smith  
Acting Associate Administrator  
National Center for Statistics & Analysis  
NHTSA  
1200 New Jersey Ave SE  
Washington DC 20690

Enclosed please find three, original Memorandum of Understanding Agreements between the Nevada Department of Public Safety and the National Highway Traffic Safety Administration.

Please sign two of the agreements and return them in the enclosed, self-addressed envelope.  
Please keep one agreement for your files.

If you have any questions please contact me at 775-684-7472 or Amy Davey, Office of Traffic Safety Administrator, at 775-684-7476.

Respectfully

(b)(6)

Pat Malloy  
Administrative Assistant

/pm  
enclosures

Signed  
by SKS  
2/3/2014  
2 copies sent  
back to Nevada

**MEMORANDUM OF UNDERSTANDING (AGREEMENT)  
BETWEEN  
NEVADA DEPARTMENT OF PUBLIC SAFETY  
AND  
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION**

**Background:**

The U.S. Department of Transportation, National Highway Traffic Safety Administration (NHTSA) was established by Congress to save lives, prevent injuries, and reduce economic costs due to motor vehicle crashes through education, research, safety standards, and enforcement activity. Within NHTSA, the Office of Data Acquisition (ODA) is responsible for providing timely, complete, and high quality data for use by NHTSA, other Federal, State, and local governmental agencies, and others in motor vehicle safety research and analysis to reduce crashes, injuries, deaths, and associated medical costs. NHTSA conducts these activities pursuant to 49 U.S.C. Chapter 301 and other provisions of Federal law.

In furtherance of its vehicle and highway safety mission, NHTSA seeks the cooperation of NEVADA DEPARTMENT OF PUBLIC SAFETY (the State) in connection with NHTSA's Electronic Data Transfer (EDT) program. The EDT program involves the automated transfer of State motor vehicle crash and injury data, including fatalities, injuries and property damage, into a federal data warehouse that electronically supports provision of data for NHTSA's Fatality Analysis Reporting System (FARS), Crash Reporting Sampling System (CRSS), Crash Investigative Sampling System (CISS), Special Crash Investigation (SCI), Non-Traffic Surveillance (NTS), State Data System (SDS) and related special studies and analysis.

The NEVADA DEPARTMENT OF PUBLIC SAFETY has supported NHTSA over the years, and expressed its intent to continue to support NHTSA by providing State motor vehicle crash and injury data through its participation in the EDT program.

**A. As authorized by law, the parties agree as follows:**

1. The parties to this Agreement are NHTSA and the NEVADA DEPARTMENT OF PUBLIC SAFETY;
2. This Agreement is governed by the Privacy Act of 1974, as amended and other Federal laws, as appropriate, including the Freedom of Information Act (FOIA). Both the Privacy Act and the FOIA protect the privacy of individuals referenced in Federal records and systems by restricting the release of information that personally identifies or may be used to identify individuals.
3. The parties enter into this Agreement to affirm their mutual interests in facilitating the transfer of information critical to NHTSA activities in furtherance of motor vehicle and highway safety. This Agreement is not intended to, nor does it modify in any respect the terms of existing relationships between DOT and the State, including the FARS cooperative agreement;

4. The signatories to this Agreement are authorized to sign this document;
5. This Agreement will terminate five years after the date of the last signature below, unless terminated sooner by either party;
6. The parties may agree in writing to renew this Agreement for additional intervals upon mutually agreeable terms;
7. Either party may terminate this Agreement at any time by providing advance written notice of such termination to the other party, as follows:
  - a. NHTSA may terminate this Agreement in whole or in part by providing written notification to the State;
  - b. The State may terminate this Agreement by providing to NHTSA written notice sixty days in advance of the intended date of termination.
8. By signing this Agreement, NHTSA is not consenting, on behalf of the Federal Government, its employees or its agents, to be subject to the jurisdiction of any judicial or administrative body in the State of Nevada; and
9. The principal contacts for this Agreement are:

<b>NEVADA DEPARTMENT OF PUBLIC SAFETY Contact</b>	<b>National Highway Traffic Safety Administration Contact</b>
James Wright Director, Department of Public Safety 555 Wright Way Carson City, Nevada 89711 Phone: 775-684-4556 FAX: 775-684-4809	Steven K. Smith Acting Associate Administrator National Center for Statistics and Analysis at National Highway Traffic Safety Administration 1200 New Jersey Ave, SE Washington, DC 20690 Phone: 202- 366-4290 FAX: 202-366-3462
Amy Davey Administrator, Office of Traffic Safety 107 Jacobsen Way Carson City, Nevada 89711 Phone: 775-684-7470 FAX: 775-684-7482	Chip Chidester Director, Office of Data Acquisition National Center for Statistics and Analysis, NHTSA 1200 New Jersey Ave, SE Washington, DC 20690 Phone: 202- 366-5393 FAX: 202-493-0021

**B. NEVADA DEPARTMENT OF PUBLIC SAFETY agrees, upon request by NHTSA:**

1. To furnish electronically to NHTSA (via FTP or web service or other means chosen by the State) copies of State motor vehicle crash and injury data, including narratives and diagram, on a periodic basis (daily or other frequency agreed upon by the parties);
2. To participate in the EDT program by providing assistance with development of the data translations required for NHTSA to convert State motor vehicle crash and injury data into a data format compatible with NHTSA requirements;
3. To furnish State motor vehicle crash and injury data in accordance with technical mapping requirements agreed upon by the parties within a reasonable amount of time of NHTSA's data request;
4. To allow NHTSA to use State motor vehicle crash and injury records in Federal data systems, including the Fatality Analysis Reporting System (FARS), Crash Reporting Sampling System (CRSS), Crash Investigative Sampling System (CISS), Special Crash Investigation (SCI), Non-Traffic Surveillance (NTS), State Data System (SDS) and related special studies and analysis; and
5. To provide a designated point-of-contact for State motor vehicle crash and injury records.

**C. NHTSA agrees:**

1. To work with the NEVADA DEPARTMENT OF PUBLIC SAFETY to devise: (i) procedures for State FARS Analysts to use in performing EDT-related Microcomputer Data Entry (MDE), and (ii) tools to help State FARS Analysts manage and report the status of electronic and manual data reporting;
2. To use the data furnished by the State under this Agreement solely in furtherance of motor vehicle and highway safety activities conducted by NHTSA, including activities under 49 U.S.C. Chapter 301.
3. Not to re-disclose any personally identifying information (information contained in records that identifies or can be used to identify an individual person, including but not limited to, the person's photograph, social security number, driver's license identification number, vehicle identification number (VIN) sequence number (positions 13-17), or the death certificate number, name, date of birth, telephone number, medical or disability information, or a person's address other than the county and five digit zip code), except to the extent required by Federal law;
4. Not to use personal information in State records for bulk distribution for surveys, marketing, or solicitations, or for other related purposes, unless the person whose

information is used has provided express written consent for such disclosure;

5. Not to provide to other persons or entities State records obtained under this Agreement without first entering into an agreement including the limitations on use and disclosure identified herein, except to the extent that such disclosure is in furtherance of NHTSA activities under 49 U.S.C. Chapter 301 or required by Federal law;
6. To ensure that its personnel are familiar with the provisions of the Federal Privacy Act and adhere to all Federal laws and policies, including those that protect personally identifying information and the privacy of individuals identified in Federal government records and systems;
7. To provide information to the State in response to reasonable requests designed to ensure that NHTSA is adhering to the use and access limitations set forth in this Agreement; and
8. To investigate promptly any alleged misuse of State data or related security breach, and to cooperate reasonably with State personnel in connection with any alleged breaches involving its data.

IN WITNESS WHEREOF the parties have affixed their signatures hereto on the dates as written below.

**On behalf of NHTSA:**

(b)(6)

Steven K. Smith

Date

Acting Associate Administrator, National Center for Statistics and Analysis  
National Highway Traffic Safety Administration  
1200 New Jersey Ave, SE  
Washington, DC 20690

**On behalf of the NEVADA DEPARTMENT OF PUBLIC SAFETY:**

(b)(6)

1/17/17

James Wright

Date

Director, Department of Public Safety  
555 Wright Way  
Carson City, Nevada 89711

## Appendix I. DEFINITIONS AND ACRONYMS

### ACRONYMS

<b>CRSS</b>	Crash Reporting Sampling System
<b>CISS</b>	Crash Investigative Sampling System
<b>EDT</b>	State-to-Federal Electronic Data Transfer
<b>FARS</b>	Fatality Analysis Reporting System
<b>MDE</b>	Microcomputer Data Entry
<b>NHTSA</b>	National Highway Traffic Safety Administration
<b>NTS</b>	Non-Traffic Surveillance
<b>ODA</b>	Office of Data Acquisition
<b>PDO</b>	Property Damage Only
<b>SCI</b>	Special Crash Investigation
<b>SDS</b>	State Data System
<b>VIN</b>	vehicle identification number (VIN)

### DEFINITIONS

**Crash Data** – NHTSA is requesting to have state crash data, including fatalities, injuries and property damage transferred from State to the federal data mart.



## Appendix II. List of Variables NHTSA Receiving from Nevada

The following is a list of variables that NHTSA is receiving from Nevada through the EDT process.

### activity vehicle

- 1 act\_vehicle\_idx
- 2 activity\_idx
- 3 assigned\_number
- 4 vin
- 5 veh\_year
- 6 make
- 7 model
- 8 body\_style
- 9 color
- 10 plate\_number
- 11 plate\_state
- 12 plate\_expiration
- 13 disposition\_code
- 14 disposition
- 15 travel\_direction\_code
- 16 towing\_company
- 17 body\_type
- 18 cargo\_body\_type
- 19 gvr\_code
- 20 gvr\_value
- 21 is\_comm\_vehicle

### commercial vehicle

- 1 act\_vehicle\_idx
- 2 address\_idx
- 3 is\_driver\_carrier
- 4 carrier\_name
- 5 operating\_authority
- 6 usdot
- 7 gvr\_code
- 8 gvwr\_rating
- 9 is\_hazmat
- 10 is\_hazmat\_released
- 11 hazmat\_placard
- 12 hazard\_class
- 13 cargo\_code
- 14 is\_16\_passenger\_veh
- 15 is\_purpose\_govt
- 16 is\_purpose\_personal
- 17 is\_purpose\_interstate
- 18 is\_purpose\_intrastate

19 is\_post\_inspection  
20 post\_inspection\_type  
21 post\_report\_number  
22 is\_pre\_out\_of\_service  
23 pre\_oos\_reason  
24 is\_post\_oos  
25 post\_oos\_reason  
26 is\_driver\_oos  
27 driver\_oos\_reason  
30 is\_logbook\_current  
31 is\_inspection\_photos  
32 is\_review\_requested  
33 unit\_id

### **Crash**

1 activity\_idx  
2 version  
11 ro\_department  
13 crash\_year  
14 crash\_index  
15 report\_date  
16 is\_reportable  
20 report\_completed\_dtttime  
21 revision\_dtttime  
22 narrative  
23 no\_diagram\_reason  
24 diagram\_format  
25 diagram  
26 image\_format  
27 image  
28 police\_notified  
29 police\_arrived  
30 ems\_called  
31 ems\_arrived  
32 severity\_code  
33 weather\_code  
34 light\_code  
35 surface\_condition\_code  
36 junction\_feature\_code  
37 nm\_action\_code  
38 nm\_contrib\_code  
39 nm\_location\_code  
40 horiz\_alignment\_code  
41 vert\_alignment\_code  
42 pavement\_type\_code  
43 first\_harmful\_event\_loc\_code  
44 first\_harmful\_event\_code  
45 is\_workers\_present

46 is\_work\_zone\_related  
47 work\_zone\_code  
48 work\_zone\_location\_code  
49 manner\_of\_collision\_code  
50 roadway\_contrib\_code  
51 lane\_count  
52 is\_field\_diagram  
53 is\_video  
54 is\_digital\_photo  
55 is\_film\_photo  
56 photo\_count  
57 form\_effective\_date

**crash charge**

1 act\_vehicle\_idx  
2 charge\_idx  
3 citation\_number  
4 charge  
5 status\_code

**crash vehicle**

1 act\_vehicle\_idx  
2 is\_driver\_owner  
3 assigned\_number  
4 repair\_amt\_code  
5 visual\_contrib\_code  
6 trailing\_unit\_code  
7 special\_function\_code  
8 initial\_impact\_area\_code  
9 most\_damaged\_area\_code  
10 deformity\_code  
11 alc\_drug\_use\_code  
12 alc\_drug\_test\_code  
13 test\_result\_code  
14 veh\_contrib\_code  
15 driver\_condition\_code  
16 driver\_contrib1\_code  
17 driver\_contrib2\_code  
18 maneuver\_code  
19 driver\_distraction\_code  
20 traffic\_control\_code  
21 roadway\_code  
22 posted\_speed  
23 advised\_speed  
24 travel\_speed  
25 impact\_speed  
26 estimate\_by\_code

- 27 event1\_code
- 28 event2\_code
- 29 event3\_code
- 30 event4\_code
- 31 most\_harmful\_event\_code

**injury**

- 1 subj\_person\_idx
- 2 level\_code
- 3 area\_code
- 4 cause\_code
- 5 transported\_to\_code
- 6 transported\_by\_code
- 7 ejection\_code
- 8 ejection\_path\_code
- 9 extrication\_code

**le activity**

- 1 activity\_idx
- 2 submitted\_dtime
- 4 occurred\_dtime
- 6 case\_number
- 7 ps\_case\_number
- 8 is\_reviewable
- 9 owner\_agency
- 10 activity\_type

**location**

- 1 activity\_idx
- 2 county\_code
- 3 town\_name
- 4 city\_code
- 5 town\_distance
- 6 town\_direction
- 7 reference\_post
- 8 rp\_distance
- 9 rp\_direction
- 10 road\_jurisdiction
- 11 main\_road\_name
- 14 landmark
- 15 landmark\_distance
- 16 landmark\_direction
- 17 location\_text
- 19 gps\_system
- 20 gps\_datum
- 21 gps\_score
- 22 gps\_latitude
- 23 gps\_latitude\_degrees

- 24 gps\_latitude\_minutes
- 25 gps\_latitude\_seconds
- 26 gps\_longitude
- 27 gps\_longitude\_degrees
- 28 gps\_longitude\_minutes
- 29 gps\_longitude\_seconds

**property damage**

- 1 activity\_idx
- 2 damage\_idx
- 3 description
- 4 damage\_amt\_code

**subject person**

- 1 activity\_idx
- 2 subj\_person\_idx
- 3 index\_idx
- 4 act\_vehicle\_idx
- 6 dob
- 10 sex
- 13 dl\_number
- 14 dl\_jurisdiction
- 18 height
- 19 weight
- 23 dl\_class
- 24 dl\_restrictions
- 25 dl\_endorsements
- 26 person\_type\_code
- 27 seating\_position\_code
- 28 safety\_equipment\_code
- 29 used\_properly\_code
- 30 sur\_name
- 31 given\_name
- 32 middle\_name
- 33 suffix\_name
- 34 age
- 35 bac
- 36 is\_cdl\_presented
- 37 airbag\_code
- 38 nm\_action\_code
- 39 nm\_contrib\_code
- 40 nm\_location\_code

**trailer**

- 1 act\_vehicle\_idx
- 2 trailer\_idx
- 3 plate\_number
- 4 plate\_state

- 5 expiration\_date
- 6 length

**vehicle insurance**

- 1 act\_vehicle\_idx
- 2 carrier\_name
- 3 effective\_date
- 4 expiration\_date
- 6 is\_appears\_valid
- 7 agency\_name

**MEMORANDUM OF UNDERSTANDING (AGREEMENT)  
BETWEEN  
ARKANSAS STATE POLICE  
AND  
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION**

**Background:**

The U.S. Department of Transportation, National Highway Traffic Safety Administration (NHTSA) was established by Congress to save lives, prevent injuries, and reduce economic costs due to motor vehicle crashes through education, research, safety standards, and enforcement activity. Within NHTSA, the Office of Data Acquisition (ODA) is responsible for providing timely, complete, and high quality data for use by NHTSA, other Federal, State, and local governmental agencies, and others in motor vehicle safety research and analysis to reduce crashes, injuries, deaths, and associated medical costs. NHTSA conducts these activities pursuant to 49 U.S.C. Chapter 301 and other provisions of Federal law.

In furtherance of its vehicle and highway safety mission, NHTSA seeks the cooperation of Arkansas State Police (the State) in connection with NHTSA's Electronic Data Transfer (EDT) program. The EDT program involves the automated transfer of State motor vehicle crash and injury data, including fatalities, injuries and property damage, into a federal data warehouse that electronically supports provision of data for NHTSA's Fatality Analysis Reporting System (FARS), Crash Reporting Sampling System (CRSS), Crash Investigative Sampling System (CISS), Special Crash Investigation (SCI), Non-Traffic Surveillance (NTS), State Data System (SDS) and related special studies and analysis.

The Arkansas State Police has supported NHTSA over the years, and expressed its intent to continue to support NHTSA by providing State motor vehicle crash and injury data through its participation in the EDT program.

**A. As authorized by law, the parties agree as follows:**

1. The parties to this Agreement are NHTSA and the Arkansas State Police;
2. This Agreement is governed by the Privacy Act of 1974, as amended and other Federal laws, as appropriate, including the Freedom of Information Act (FOIA). Both the Privacy Act and the FOIA protect the privacy of individuals referenced in Federal records and systems by restricting the release of information that personally identifies or may be used to identify individuals.
3. The parties enter into this Agreement to affirm their mutual interests in facilitating the transfer of information critical to NHTSA activities in furtherance of motor vehicle and highway safety. This Agreement is not intended to, nor does it modify in any respect the terms of existing relationships between DOT and the State, including the FARS cooperative agreement;

4. The signatories to this Agreement are authorized to sign this document;
5. This Agreement will terminate five years after the date of the last signature below, unless terminated sooner by either party;
6. The parties may agree in writing to renew this Agreement for additional intervals upon mutually agreeable terms;
7. Either party may terminate this Agreement at any time by providing advance written notice of such termination to the other party, as follows:
  - a. NHTSA may terminate this Agreement in whole or in part by providing written notification to the State;
  - b. The State may terminate this Agreement by providing to NHTSA written notice sixty days in advance of the intended date of termination.
8. By signing this Agreement, NHTSA is not consenting, on behalf of the Federal Government, its employees or its agents, to be subject to the jurisdiction of any judicial or administrative body in the State of Arkansas; and
9. The principal contacts for this Agreement are:

<b>Arkansas State Police, Highway Safety Office Contact</b>	<b>National Highway Traffic Safety Administration Contact</b>
<b>Tim K'Nuckles</b> Lieutenant Colonel Administrative Operations Arkansas State Police One State Police Plaza Drive Little Rock, AR 72209 Phone: 501-618-8299	<b>Terry Shelton</b> Associate Administrator, National Center for Statistics and Analysis at National Highway Traffic Safety Administration 1200 New Jersey Ave, SE Washington, DC 20690 Phone: 202- 366-4290 FAX: 202-366-3462
<b>Bridget White</b> Administrator Highway Safety Office Arkansas State Police One State Police Plaza Drive Little Rock, AR 72209	<b>Chip Chidester</b> Director, Office of Data Acquisition National Center for Statistics and Analysis, NHTSA 1200 New Jersey Ave, SE Washington, DC 20690 Phone: 202- 366-5393 FAX: 202-493-0021



**B. Arkansas State Police agrees, upon request by NHTSA:**

1. To furnish electronically to NHTSA (via FTP or web service or other means chosen by the State) copies of State motor vehicle crash and injury data, including narratives and diagram, on a periodic basis (daily or other frequency agreed upon by the parties);
2. To participate in the EDT program by providing assistance with development of the data translations required for NHTSA to convert State motor vehicle crash and injury data into a data format compatible with NHTSA requirements;
3. To furnish State motor vehicle crash and injury data in accordance with technical mapping requirements agreed upon by the parties within a reasonable amount of time of NHTSA's data request;
4. To allow NHTSA to use State motor vehicle crash and injury records in Federal data systems, including the Fatality Analysis Reporting System (FARS), Crash Reporting Sampling System (CRSS), Crash Investigative Sampling System (CISS), Special Crash Investigation (SCI), Non-Traffic Surveillance (NTS), State Data System (SDS) and related special studies and analysis; and
5. To provide a designated point-of-contact for State motor vehicle crash and injury records.

**C. NHTSA agrees:**

1. To work with the Arkansas State Police to devise: (i) procedures for State FARS Analysts to use in performing EDT-related Microcomputer Data Entry (MDE), and (ii) tools to help State FARS Analysts manage and report the status of electronic and manual data reporting;
2. To use the data furnished by the State under this Agreement solely in furtherance of motor vehicle and highway safety activities conducted by NHTSA, including activities under 49 U.S.C. Chapter 301.
3. Not to re-disclose any personally identifying information (information contained in records that identifies or can be used to identify an individual person, including but not limited to, the person's photograph, social security number, driver's license identification number, vehicle identification number (VIN) sequence number (positions 13-17), or the death certificate number, name, date of birth, telephone number, medical or disability information, or a person's address other than the county and five digit zip code), except to the extent required by Federal law;
4. Not to use personal information in State records for bulk distribution for surveys, marketing, or solicitations, or for other related purposes, unless the person whose

**information is used has provided express written consent for such disclosure;**

- 5. Not to provide to other persons or entities State records obtained under this Agreement without first entering into an agreement including the limitations on use and disclosure identified herein, except to the extent that such disclosure is in furtherance of NHTSA activities under 49 U.S.C. Chapter 301 or required by Federal law;**
- 6. To ensure that its personnel are familiar with the provisions of the Federal Privacy Act and adhere to all Federal laws and policies, including those that protect personally identifying information and the privacy of individuals identified in Federal government records and systems;**
- 7. To provide information to the State in response to reasonable requests designed to ensure that NHTSA is adhering to the use and access limitations set forth in this Agreement; and**
- 8. To investigate promptly any alleged misuse of State data or related security breach, and to cooperate reasonably with State personnel in connection with any alleged breaches involving its data.**

IN WITNESS WHEREOF the parties have affixed their signatures hereto on the dates as written below.

**On behalf of NHTSA:**

(b)(6)

7/22/2016  
Date

Terry Shelton  
Associate Administrator, National Center for Statistics and Analysis  
National Highway Traffic Safety Administration  
1200 New Jersey Ave, SE  
Washington, DC 20690

**On behalf of the Arkansas State Police:**

(b)(6)

7/26/16  
Date

Tim K'Nuckles  
Lieutenant Colonel  
Administrative Operations  
Arkansas State Police  
One State Police Plaza Drive  
Little Rock, AR 72209

## **Appendix I. DEFINITIONS AND ACRONYMS**

### **ACRONYMS**

<b>CRSS</b>	Crash Reporting Sampling System
<b>CISS</b>	Crash Investigative Sampling System
<b>EDT</b>	State-to-Federal Electronic Data Transfer
<b>FARS</b>	Fatality Analysis Reporting System
<b>MDE</b>	Microcomputer Data Entry
<b>NHTSA</b>	National Highway Traffic Safety Administration
<b>NTS</b>	Non-Traffic Surveillance
<b>ODA</b>	Office of Data Acquisition
<b>PDO</b>	Property Damage Only
<b>SCI</b>	Special Crash Investigation
<b>SDS</b>	State Data System
<b>VIN</b>	vehicle identification number (VIN)

### **DEFINITIONS**

**Crash Data** – NHTSA is requesting to have state crash data, including fatalities, injuries and property damage transferred from State to the federal data mart.

**MEMORANDUM OF UNDERSTANDING (AGREEMENT)  
BETWEEN  
IDAHO TRANSPORTATION DEPARTMENT  
AND  
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION**

**Background:**

The U.S. Department of Transportation, National Highway Traffic Safety Administration (NHTSA) was established by Congress to save lives, prevent injuries, and reduce economic costs due to motor vehicle crashes through education, research, safety standards, and enforcement activity. Within NHTSA, the Office of Data Acquisition (ODA) is responsible for providing timely, complete, and high quality data for use by NHTSA, other Federal, State, and local governmental agencies, and others in motor vehicle safety research and analysis to reduce crashes, injuries, deaths, and associated medical costs. NHTSA conducts these activities pursuant to 49 U.S.C. Chapter 301 and other provisions of Federal law.

In furtherance of its vehicle and highway safety mission, NHTSA seeks the cooperation of Idaho Transportation Department (the State) in connection with NHTSA's Electronic Data Transfer (EDT) program. The EDT program involves the automated transfer of State motor vehicle crash and injury data, including fatalities, injuries and property damage, into a federal data warehouse that electronically supports provision of data for NHTSA's Fatality Analysis Reporting System (FARS), Crash Reporting Sampling System (CRSS), Crash Investigative Sampling System (CISS), Special Crash Investigation (SCI), Non-Traffic Surveillance (NTS), State Data System (SDS) and related special studies and analysis.

The Idaho Transportation Department has supported NHTSA over the years, and expressed its intent to continue to support NHTSA by providing State motor vehicle crash and injury data through its participation in the EDT program.

**A. As authorized by law, the parties agree as follows:**

1. The parties to this Agreement are NHTSA and the Idaho Transportation Department;
2. This Agreement is governed by the Privacy Act of 1974, as amended and other Federal laws, as appropriate, including the Freedom of Information Act (FOIA). Both the Privacy Act and the FOIA protect the privacy of individuals referenced in Federal records and systems by restricting the release of information that personally identifies or may be used to identify individuals.
3. The parties enter into this Agreement to affirm their mutual interests in facilitating the transfer of information critical to NHTSA activities in furtherance of motor vehicle and highway safety. This Agreement is not intended to, nor does it modify in any respect the terms of existing relationships between DOT and the State, including the FARS cooperative agreement;

4. The signatories to this Agreement are authorized to sign this document;
5. This Agreement will terminate five years after the date of the last signature below, unless terminated sooner by either party;
6. The parties may agree in writing to renew this Agreement for additional intervals upon mutually agreeable terms;
7. Either party may terminate this Agreement at any time by providing advance written notice of such termination to the other party, as follows:
  - a. NHTSA may terminate this Agreement in whole or in part by providing written notification to the State;
  - b. The State may terminate this Agreement by providing to NHTSA written notice sixty days in advance of the intended date of termination.
8. By signing this Agreement, NHTSA is not consenting, on behalf of the Federal Government, its employees or its agents, to be subject to the jurisdiction of any judicial or administrative body in the State of Idaho; and
9. The principal contacts for this Agreement are:

<b>Idaho Transportation Department, Highway Safety Office Contact</b>	<b>National Highway Traffic Safety Administration Contact</b>
<b>John Tomlinson</b> Highway Safety Manager Idaho Transportation Department Office of Highway Safety 3311 W State St Boise, ID 83703 Phone: 208-334-8557	<b>Joseph M. Kolly</b> Acting Associate Administrator National Center for Statistics and Analysis at National Highway Traffic Safety Administration 1200 New Jersey Ave, SE Washington, DC 20690 Phone: 202- 366-4290 FAX: 202-366-3462
<b>Bradley Biskup</b> IT Systems Integration Analyst, SR Idaho Transportation Department 3311 W State St Boise, ID 83703 Phone: 208-334-8124	<b>Chip Chidester</b> Director, Office of Data Acquisition National Center for Statistics and Analysis, NHTSA 1200 New Jersey Ave, SE Washington, DC 20690 Phone: 202- 366-5393 FAX: 202-493-0021

**B. Idaho Transportation Department agrees, upon request by NHTSA:**

1. To furnish electronically to NHTSA (via FTP or web service or other means chosen by the State) copies of State motor vehicle crash and injury data, including narratives and diagram, on a periodic basis (daily or other frequency agreed upon by the parties);
2. To participate in the EDT program by providing assistance with development of the data translations required for NHTSA to convert State motor vehicle crash and injury data into a data format compatible with NHTSA requirements;
3. To furnish State motor vehicle crash and injury data in accordance with technical mapping requirements agreed upon by the parties within a reasonable amount of time of NHTSA's data request;
4. To allow NHTSA to use State motor vehicle crash and injury records in Federal data systems, including the Fatality Analysis Reporting System (FARS), Crash Reporting Sampling System (CRSS), Crash Investigative Sampling System (CISS), Special Crash Investigation (SCI), Non-Traffic Surveillance (NTS), State Data System (SDS) and related special studies and analysis; and
5. To provide a designated point-of-contact for State motor vehicle crash and injury records.

**C. NHTSA agrees:**

1. To work with the Idaho Transportation Department to devise: (i) procedures for State FARS Analysts to use in performing EDT-related Microcomputer Data Entry (MDE), and (ii) tools to help State FARS Analysts manage and report the status of electronic and manual data reporting;
2. To use the data furnished by the State under this Agreement solely in furtherance of motor vehicle and highway safety activities conducted by NHTSA, including activities under 49 U.S.C. Chapter 301.
3. Not to re-disclose any personally identifying information (information contained in records that identifies or can be used to identify an individual person, including but not limited to, the person's photograph, social security number, driver's license identification number, vehicle identification number (VIN) sequence number (positions 13-17), or the death certificate number, name, date of birth, telephone number, medical or disability information, or a person's address other than the county and five digit zip code), except to the extent required by Federal law;
4. Not to use personal information in State records for bulk distribution for surveys, marketing, or solicitations, or for other related purposes, unless the person whose

information is used has provided express written consent for such disclosure;

5. Not to provide to other persons or entities State records obtained under this Agreement without first entering into an agreement including the limitations on use and disclosure identified herein, except to the extent that such disclosure is in furtherance of NHTSA activities under 49 U.S.C. Chapter 301 or required by Federal law;
6. To ensure that its personnel are familiar with the provisions of the Federal Privacy Act and adhere to all Federal laws and policies, including those that protect personally identifying information and the privacy of individuals identified in Federal government records and systems;
7. To provide information to the State in response to reasonable requests designed to ensure that NHTSA is adhering to the use and access limitations set forth in this Agreement; and
8. To investigate promptly any alleged misuse of State data or related security breach, and to cooperate reasonably with State personnel in connection with any alleged breaches involving its data.



IN WITNESS WHEREOF the parties have affixed their signatures hereto on the dates as written below.

**On behalf of NHTSA:**

(b)(6)

24 MAY 17

Joseph M. Kolly

Date

Acting Associate Administrator, National Center for Statistics and Analysis  
National Highway Traffic Safety Administration  
1200 New Jersey Ave, SE  
Washington, DC 20690

**On behalf of the Idaho Transportation Department:**

(b)(6)

5/25/17  
Date

John Tomlinson  
Highway Safety Manager  
Idaho Transportation Department  
Office of Highway Safety  
3311 W State St  
Boise, ID 83703

## **Appendix I. DEFINITIONS AND ACRONYMS**

### **ACRONYMS**

<b>CRSS</b>	Crash Reporting Sampling System
<b>CISS</b>	Crash Investigative Sampling System
<b>EDT</b>	State-to-Federal Electronic Data Transfer
<b>FARS</b>	Fatality Analysis Reporting System
<b>MDE</b>	Microcomputer Data Entry
<b>NHTSA</b>	National Highway Traffic Safety Administration
<b>NTS</b>	Non-Traffic Surveillance
<b>ODA</b>	Office of Data Acquisition
<b>PDO</b>	Property Damage Only
<b>SCI</b>	Special Crash Investigation
<b>SDS</b>	State Data System
<b>VIN</b>	vehicle identification number (VIN)

### **DEFINITIONS**

**Crash Data** – NHTSA is requesting to have state crash data, including fatalities, injuries and property damage transferred from State to the federal data mart.

**MEMORANDUM OF UNDERSTANDING ("MOU")  
BETWEEN  
FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES  
AND NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION  
FOR THE PROVISION AND USE OF HIGHWAY SAFETY DATA**

**Background:**

The U.S. Department of Transportation, National Highway Traffic Safety Administration ("NHTSA") was established by Congress to save lives, prevent injuries, and reduce economic costs due to motor vehicle crashes through education, research, safety standards, and enforcement activity. Within NHTSA, the Office of Data Acquisition (ODA) is responsible for providing timely, complete, and high quality data for use by NHTSA, other Federal, State, and local governmental agencies, and others in motor vehicle safety research and analysis to reduce crashes, injuries, deaths, and associated medical costs. NHTSA conducts these activities pursuant to 49 U.S.C. Chapter 301.

In furtherance of its highway safety mission, NHTSA seeks the cooperation of the Florida Department of Highway Safety and Motor Vehicles (FLHSMV) in connection with NHTSA's Electronic Data Transfer (EDT) Pilot Project. The EDT project involves the automated transfer of Florida's motor vehicle crash and injury data into a Federal data warehouse to electronically feed data into NHTSA's Fatality Analysis Reporting System (FARS), Crash Reporting Sampling System (CRSS), Crash Investigative Sampling System (CISS), Not in Traffic Surveillance (NiTS), and related special studies and analysis.

FLHSMV has supported NHTSA over the years, and expressed its intent to continue to support NHTSA's by providing Florida motor vehicle crash and injury data to NHTSA.

**A. As authorized by law, the parties agree as follows:**

1. The parties to this MOU are NHTSA and FLHSMV;
2. This MOU is governed by 18 U.S.C. 2721 et seq., (commonly known as the Driver Privacy Protection Act or DPPA), and other applicable federal laws, as appropriate. The Driver Privacy Protection Act provides for the release of driver information sought by NHTSA in connection with its highway safety activities;
3. The parties enter into this MOU to affirm their mutual interests in promoting motor vehicle safety and facilitating the transfer of information critical to NHTSA activities in furtherance of motor vehicle and highway safety. This MOU is not intended to, and shall not modify in any respect the terms of the Cooperative Agreement between NHTSA and the State of Florida with respect to the FARS;
4. The signatories to this MOU are authorized to sign this document;
5. This MOU will terminate five years after the date of the last signature below, unless

sooner terminated by either party pursuant to the provisions of A.1. herein;

6. The parties may agree in writing to renew this MOU for additional intervals upon mutually agreeable terms;
7. Either party may terminate this MOU at any time by providing 10 days advanced written notice of such termination to the other party;
8. The principal contacts for this instrument are as detailed below.

<b>FLHSMV Contact</b>	<b>National Highway Traffic Safety Administration Contact</b>
Jim Hage HSMV Program Manager 2900 Apalachee Parkway Tallahassee, FL 32399 Phone: 850-617-3440	Terry Shelton Associate Administrator, National Center for Statistics and Analysis at National Highway Traffic Safety Administration 1200 New Jersey Ave, SE Washington, DC 20690 Phone: 202- 366-4290 FAX: 202-366-3462
Wilton Johnson Florida Fatality Analysis Reporting System Supervisor 2900 Apalachee Parkway Tallahassee, FL 32317 Phone; 850-617-3413 Fax	Chip Chidester Director, Office of Data Acquisition National Center for Statistics and Analysis, NHTSA 1200 New Jersey Ave, SE Washington, DC 20690 Phone: 202- 366-5393 FAX: 202-493-0021

**B. FLHSMV agrees, upon request by NHTSA:**

1. To furnish electronically (via FTP or web service by FLHSMV/Appriss) to NHTSA copies of Florida's motor vehicle crash and injury data on a daily basis;
2. To provide user-based access to Florida's Florida Integrated Reporting Exchange System (FIRES) to authorized NHTSA personnel for retrieval of crash associated data for use in NHTSA studies as needed ;
3. To participate in the EDT Pilot project by providing assistance with development of the data translations and technical mapping documentation to convert the Florida crash and injury data to a Federal compatible data format.;

**C. NHTSA agrees:**

1. To work with FLHSMV to devise: (i) procedures for the Florida FARS Analyst(s) to use in performing EDT-related MDE data entry, and (ii) tools to help Florida FARS Analyst manage and report to NHTSA the status of the electronic and manual data reporting, where feasible;
  2. To use the information furnished pursuant to this MOU solely in furtherance of motor vehicle related safety activities conducted by NHTSA, including activities under Chapter 301 of Title 49 of the United States Code;
    - a. Not to use the data provided by this MOU to eliminate the need for any other working agreement or program between the U.S. DOT and the State of Florida without specific written agreement.
    - b. Not to use the data provided by this MOU for any publications prior to the annual Florida's crash data publication as required by 316.069 Fla. Stat.
  3. Not to redisclose any personal information (information contained in records that identifies or can be used to individual person, including but not limited to, the person's photograph, social security number, name, driver's license identification number, vehicle identification number (VIN) sequence number (positions 13-17), or the death certificate number, name, date of birth, telephone number, medical or disability information, or a person's address other than the county and five digit zip code) except for the same statutory use for which it was received;
  4. Not to use personal information in FLHSMV records to contact individuals mentioned in the records;
  5. Not to use personal information in FLHSMV records for bulk distribution for surveys, marketing, or solicitations, or for other related purposes, unless the person whose information is used has provided express written consent for such disclosure;
- Not to provide FLHSMV information obtained pursuant to this MOU to any other person or entity.
6. To ensure that its personnel are familiar with the provisions of the Driver Privacy Protection Act and adhere to Federal laws and policies that protect personal identifying information in government records and systems, including the Privacy Act of 1974;
  7. To provide information to FLHSMV in response to reasonable requests designed to ensure that NHTSA is adhering to the use and access limitations set forth in this agreement; and
  8. To investigate promptly any alleged misuse of FLHSMV data or related security breach; and to cooperate reasonably with FLHSMV personnel in connection with any

alleged breaches involving its data.

IN WITNESS WHEREOF the parties have affixed their signatures hereto on the dates as written below.

**On behalf of NHTSA:**

(b)(6)

3/14/16

Date

Terry Shelton  
Associate Administrator, National Center for Statistics and Analysis  
National Highway Traffic Safety Administration  
1200 New Jersey Ave, SE  
Washington, DC 20690

**On behalf of the Florida Department of Highway Safety and Motor Vehicles:**

(b)(6)

3/15/16

Lisa Bassett  
Chief of Purchasing & Contracts Division Director

Steven Fiddor  
Division Director

**MEMORANDUM OF UNDERSTANDING (AGREEMENT)  
BETWEEN  
INDIANA STATE POLICE  
AND  
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION  
EDS# A2-17-100-002**

**Background:**

The U.S. Department of Transportation, National Highway Traffic Safety Administration (NHTSA) was established by Congress to save lives, prevent injuries, and reduce economic costs due to motor vehicle crashes through education, research, safety standards, and enforcement activity. Within NHTSA, the Office of Data Acquisition (ODA) is responsible for providing timely, complete, and high quality data for use by NHTSA, other Federal, State, and local governmental agencies, and others in motor vehicle safety research and analysis to reduce crashes, injuries, deaths, and associated medical costs. NHTSA conducts these activities pursuant to 49 U.S.C. Chapter 301 and other provisions of Federal law.

In furtherance of its vehicle and highway safety mission, NHTSA seeks the cooperation of Indiana State Police (the State) in connection with NHTSA's Electronic Data Transfer (EDT) program. The EDT program involves the automated transfer of State motor vehicle crash and injury data, including fatalities, injuries and property damage, into a federal data warehouse that electronically supports provision of data for NHTSA's Fatality Analysis Reporting System (FARS), Crash Reporting Sampling System (CRSS), Crash Investigative Sampling System (CISS), Special Crash Investigation (SCI), Non-Traffic Surveillance (NTS), State Data System (SDS) and related special studies and analysis.

The Indiana State Police has supported NHTSA over the years, and expressed its intent to continue to support NHTSA by providing State motor vehicle crash and injury data through its participation in the EDT program.

**A. As authorized by law, the parties agree as follows:**

1. The parties to this Agreement are NHTSA and the Indiana State Police;
2. This MOU is for the mutual benefit of both agencies and does not create any obligation for either party to pay any monetary compensation as consideration for this agreement;
3. This Agreement is governed by the Privacy Act of 1974, as amended and other Federal laws, as appropriate, including the Freedom of Information Act (FOIA). Both the Privacy Act and the FOIA protect the privacy of individuals referenced in Federal records and systems by restricting the release of information that personally identifies or may be used to identify individuals.
4. The parties enter into this Agreement to affirm their mutual interests in facilitating the transfer of information critical to NHTSA activities in furtherance of motor vehicle and highway safety. This Agreement is not intended to, nor does it modify in any respect

the terms of existing relationships between DOT and the State, including the FARS cooperative agreement;

5. The signatories to this Agreement are authorized to sign this document;
6. This Agreement will terminate two (2) years after the date of the last signature below, unless terminated sooner by either party;
7. The parties may agree in writing to renew this Agreement for additional intervals upon mutually agreeable terms;
8. Either party may terminate this Agreement at any time by providing advance written notice of such termination to the other party, as follows:
  - a. NHTSA may terminate this Agreement in whole or in part by providing written notification to the State;
  - b. The State may terminate this Agreement by providing to NHTSA written notice sixty (60) days in advance of the intended date of termination.
  - c. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this memorandum, the memorandum shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
9. By signing this Agreement, NHTSA is not consenting, on behalf of the Federal Government, its employees or its agents, to be subject to the jurisdiction of any judicial or administrative body in the State of Indiana; and
10. The principal contacts for this Agreement are:

<b>Indiana State Police, Highway Safety Office Contact</b>	<b>National Highway Traffic Safety Administration Contact</b>
Major Michael White Assistant Chief of Staff Communications and Information Systems. Indiana State Police 100 N. Senate Ave-IGCN Indianapolis, Indiana 46204 Phone: 317-232-0029 Fax: 317-232-5682	Terry Shelton Associate Administrator National Center for Statistics and Analysis at National Highway Traffic Safety Administration 1200 New Jersey Ave, SE Washington, DC 20690 Phone: 202- 366-4290 FAX: 202-366-3462



	<p>Chip Chidester  Director, Office of Data Acquisition  National Center for Statistics and Analysis,  NHTSA  1200 New Jersey Ave, SE  Washington, DC 20690  Phone: 202- 366-5393  FAX: 202-493-0021</p>
--	--

**B. Indiana State Police agrees, upon request by NHTSA:**

1. To furnish electronically to NHTSA (via FTP or web service or other means chosen by the State) copies of State motor vehicle crash and injury data, including narratives and diagram, on a periodic basis (daily or other frequency agreed upon by the parties);
2. To participate in the EDT program by providing assistance with development of the data translations required for NHTSA to convert State motor vehicle crash and injury data into a data format compatible with NHTSA requirements;
3. To furnish State motor vehicle crash and injury data in accordance with technical mapping requirements agreed upon by the parties within a reasonable amount of time of NHTSA's data request;
4. To allow NHTSA to use State motor vehicle crash and injury records in Federal data systems, including the Fatality Analysis Reporting System (FARS), Crash Reporting Sampling System (CRSS), Crash Investigative Sampling System (CISS), Special Crash Investigation (SCI), Non-Traffic Surveillance (NTS), State Data System (SDS) and related special studies and analysis; and
5. To provide a designated point-of-contact for State motor vehicle crash and injury records.

**C. NHTSA agrees:**

1. To work with the Indiana State Police to devise: (i) procedures for State FARS Analysts to use in performing EDT-related Microcomputer Data Entry (MDE), and (ii) tools to help State FARS Analysts manage and report the status of electronic and manual data reporting;
2. To use the data furnished by the State under this Agreement solely in furtherance of motor vehicle and highway safety activities conducted by NHTSA, including activities under 49 U.S.C. Chapter 301.
3. Not to re-disclose any personally identifying information (information contained in

records that identifies or can be used to identify an individual person, including but not limited to, the person's photograph, social security number, driver's license identification number, vehicle identification number (VIN) sequence number (positions 13-17), or the death certificate number, name, date of birth, telephone number, medical or disability information, or a person's address other than the county and five digit zip code), except to the extent required by Federal law;

4. Not to use personal information in State records for bulk distribution for surveys, marketing, or solicitations, or for other related purposes, unless the person whose information is used has provided express written consent for such disclosure;
5. Not to provide to other persons or entities State records obtained under this Agreement without first entering into an agreement including the limitations on use and disclosure identified herein, except to the extent that such disclosure is in furtherance of NHTSA activities under 49 U.S.C. Chapter 301 or required by Federal law;
6. To ensure that its personnel are familiar with the provisions of the Federal Privacy Act and adhere to all Federal laws and policies, including those that protect personally identifying information and the privacy of individuals identified in Federal government records and systems;
7. To provide information to the State in response to reasonable requests designed to ensure that NHTSA is adhering to the use and access limitations set forth in this Agreement; and
8. To investigate promptly any alleged misuse of State data or related security breach, and to cooperate reasonably with State personnel in connection with any alleged breaches involving its data.

IN WITNESS WHEREOF the parties have affixed their signatures hereto on the dates as written below.

**On behalf of NHTSA:**

(b)(6)

7/22/2016  
Date

Terry Shelton  
Associate Administrator, National Center for Statistics and Analysis  
National Highway Traffic Safety Administration  
1200 New Jersey Ave, SE  
Washington, DC 20690

**On behalf of the Indiana State Police:**

(b)(6)

Douglas G. Carter, Superintendent

7-28-16  
Date:

**Approved By:**

(b)(6)

Brian E. Bailey,  
Director, State Budget Agency

8-1-16  
Date:

## **Appendix I. DEFINITIONS AND ACRONYMS**

### **ACRONYMS**

<b>CRSS</b>	Crash Reporting Sampling System
<b>CISS</b>	Crash Investigative Sampling System
<b>EDT</b>	State-to-Federal Electronic Data Transfer
<b>FARS</b>	Fatality Analysis Reporting System
<b>MDE</b>	Microcomputer Data Entry
<b>NHTSA</b>	National Highway Traffic Safety Administration
<b>NTS</b>	Non-Traffic Surveillance
<b>ODA</b>	Office of Data Acquisition
<b>PDO</b>	Property Damage Only
<b>SCI</b>	Special Crash Investigation
<b>SDS</b>	State Data System
<b>VIN</b>	vehicle identification number (VIN)

### **DEFINITIONS**

**Crash Data** – NHTSA is requesting to have state crash data, including fatalities, injuries and property damage transferred from State to the federal data mart.

**MEMORANDUM OF UNDERSTANDING ("MOU")  
BETWEEN  
CONNECTICUT DEPARTMENT OF TRANSPORTATION  
AND  
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION  
FOR THE PROVISION AND USE OF HIGHWAY SAFETY DATA**

**Background:**

The U.S. Department of Transportation, National Highway Traffic Safety Administration ("NHTSA") was established by Congress to save lives, prevent injuries, and reduce economic costs due to motor vehicle crashes through education, research, safety standards, and enforcement activity. Within NHTSA, the Office of Data Acquisition (ODA) is responsible for providing timely, complete, and high quality data for use by NHTSA, other Federal, State, and local governmental agencies, and others in motor vehicle safety research and analysis to reduce crashes, injuries, deaths, and associated medical costs. NHTSA conducts these activities pursuant to 49 U.S.C. Chapter 301.

In furtherance of its highway safety mission, NHTSA seeks the cooperation of the Connecticut Department of Transportation (CTDOT) in connection with NHTSA's Electronic Data Transfer (EDT) Pilot Project. The EDT project involves the automated transfer of Connecticut's motor vehicle crash and injury data into a Federal data warehouse to electronically feed data into NHTSA's Fatality Analysis Reporting System (FARS), and potentially electronically feed into Crash Reporting Sampling System (CRSS), Crash Investigative Sampling System (CISS), Special Crash Investigation (SCI), Non-Traffic Surveillance (NTS), State Data System (SDS) and related special studies and analysis.

The CTDOT has supported NHTSA over the years, and expressed its intent to continue to support NHTSA by providing Connecticut's motor vehicle crash and injury data to the Agency and its interest in joining the EDT program.

**A. As authorized by law, the parties agree as follows:**

1. The parties to this MOU are NHTSA and the CTDOT;
2. This MOU is governed by 18 U.S.C. 2721 et seq., (commonly known as the Driver Privacy Protection Act), and other applicable federal laws, as appropriate. The Driver Privacy Protection Act provides for the release of driver information sought by NHTSA in connection with its highway safety activities;
3. The parties enter into this MOU to affirm their mutual interests in promoting motor vehicle safety and facilitating the transfer of information critical to NHTSA activities in furtherance of motor vehicle and highway safety. This MOU is not intended to, nor does it modify in any respect the terms of the existing Cooperative Agreement between NHTSA and the State of Connecticut with respect to the FARS;
4. The signatories to this MOU are authorized to sign this document;

5. This MOU will terminate five years after the date of the last signature below, unless sooner terminated by either party;
6. The parties may agree in writing to renew this MOU for additional intervals upon mutually agreeable terms;
7. Either party may terminate this MOU at any time by providing advance written notice of such termination to the other party;
8. By signing this MOU, NHTSA is not consenting, on behalf of the Federal Government, its employees or its agents, to be subject to the jurisdiction of the any judicial or administrative body in the State of Connecticut; and
9. The principal contacts for this MOU are as detailed below.

<b>Department of Transportation, Crash Data and Analysis Office Contact</b>	<b>National Highway Traffic Safety Administration Contact</b>
Thomas J. Maziarz Bureau Chief CT Department of Transportation Bureau of Policy and Planning 2800 Berlin Turnpike Newington, CT 06131 Phone: 860-594-2001 FAX: 860-594-3377	Terry Shelton Associate Administrator, National Center for Statistics and Analysis at National Highway Traffic Safety Administration 1200 New Jersey Ave, SE Washington, DC 20690 Phone: 202- 366-4290 FAX: 202-366-3462
Robbin L. Cabelus Transportation Planning Director CT Department of Transportation Bureau of Policy and Planning 2800 Berlin Turnpike Newington, CT 06131 Phone: 860-594-2051 FAX: 860-594-3028	Chip Chidester Director, Office of Data Acquisition National Center for Statistics and Analysis, NHTSA 1200 New Jersey Ave, SE Washington, DC 20690 Phone: 202- 366-5393 FAX: 202-493-0021

**B. CTDOT agrees, upon request by NHTSA:**

1. To furnish electronically (via FTP or web service or other means chosen by CTDOT) to NHTSA copies of Connecticut's motor vehicle crash and injury data on a periodic basis (daily or any other frequency agreed upon);
2. To provide user-based access to Connecticut's web service dataset to authorized NHTSA personnel for retrieval of crash associated data for use in NHTSA's studies on a need to know basis;

3. To participate in the EDT Pilot project by providing assistance with the development of the data translations to convert Connecticut's crash and injury data to a Federal compatible data format;
4. To furnish the motor vehicle crash and injury data per technical mapping documentation agreed upon between both parties within a reasonable amount of time of such request;
5. To allow NHTSA to use Connecticut's crash data records in federal crash data systems including Fatality Analysis Reporting System (FARS), Crash Reporting Sampling System (CRSS), Crash Investigative Sampling System (CISS), Special Crash Investigation (SCI), Non-Traffic Surveillance (NTS), State Data System (SDS) and related special studies and analysis; and
6. To provide a designated point-of-contact for Connecticut's crash data records.

**C. NHTSA agrees:**

1. To work with CTDOT to devise: (i) procedures for the Connecticut FARS Analyst(s) to use in performing EDT-related Microcomputer Data Entry (MDE) data entry, and (ii) tools to help Connecticut FARS Analyst(s) manage and report to NHTSA the status of the electronic and manual data reporting, where feasible;
2. To use the information furnished pursuant to this MOU solely in furtherance of motor vehicle related safety activities conducted by NHTSA, including activities under chapter 301 of title 49 of the United States Code;
  - a. Not to use the data provided by this MOU to eliminate the need for any other working agreement or program between the U.S. DOT and the State of Connecticut without specific written agreement.
3. Not to re-disclose any personal information (information contained in records that identifies or can be used to individual person, including but not limited to, the person's photograph, social security number, driver, driver's license identification number, vehicle identification number (VIN) sequence number (positions 13-17), or the death certificate number, name, date of birth, telephone number, medical or disability information, or a person's address other than the county and five digit zip code) except for the same statutory use for which it was received;
4. Not to use personal information in CTDOT records to contact individuals mentioned in the records;
5. Not to use personal information in CTDOT records for bulk distribution for surveys,

marketing, or solicitations, or for other related purposes, unless the person whose information is used has provided express written consent for such disclosure;

6. Not to provide CTDOT information obtained pursuant to this MOU to any other person without entering into an agreement including the limitations on use and disclosure identified herein, except to the extent that such disclosure is in furtherance of NHTSA activities under chapter 301 of title 49 of the United States Code or is required by Federal law;
7. To ensure that its personnel are familiar with the provisions of the Driver Privacy Protection Act and adhere to Federal laws and policies that protect personal identifying information in government records and systems, including the Privacy Act of 1974;
8. To provide information to CTDOT in response to reasonable requests designed to ensure that NHTSA is adhering to the use and access limitations set forth in this agreement; and
9. To investigate promptly any alleged misuse of CTDOT data or related security breach, and to cooperate reasonably with CTDOT personnel in connection with any alleged breaches involving its data.

IN WITNESS WHEREOF the parties have affixed their signatures hereto on the dates as written below.

**On behalf of NHTSA:**

(b)(6)

3/10/16  
Date

Terry Shelton  
Associate Administrator, National Center for Statistics and Analysis  
National Highway Traffic Safety Administration  
1200 New Jersey Ave, SE  
Washington, DC 20690



**On behalf of the Connecticut Department of Transportation:**

(b)(6)

3-11-2016

Thomas J. Maziarz  
Bureau Chief  
CT Department of Transportation  
Bureau of Policy and Planning  
2800 Berlin Turnpike  
Newington, CT 06131

Date

**MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN NORTH CAROLINA  
DIVISION OF MOTOR VEHICLES, AND NATIONAL HIGHWAY TRAFFIC SAFETY  
ADMINISTRATION FOR THE PROVISION AND USE OF INFORMATION**

As authorized by law, and subject to available funds, the parties agree as follows:

1. The parties to this MOU are the U.S. Department of Transportation, National Highway Traffic Safety Administration ("NHTSA") and the North Carolina Division of Motor Vehicles ("NCDMV").
2. Background and Objectives:
  - a. This MOU is governed by 18 U.S.C. 2721 et seq., (commonly known as the Driver Privacy Protection Act), and any other applicable federal laws pertaining to the privacy of personal information. The Driver Privacy Protection Act provides for the release by NCDMV of driver information sought by NHTSA in connection with its highway safety activities and ongoing investigations.
  - b. NHTSA was established by Congress to save lives, prevent injuries, and reduce economic costs due to motor vehicle crashes, through education, research, safety standards, and enforcement activity. Within NHTSA, the Office of Defects Investigation (ODI) has the responsibility to evaluate potential safety-related defects in motor vehicles. The ODI conducts investigations to determine if motor vehicles, or motor vehicle sub-systems and components, are defective in their design, construction, or performance and if so, to determine the safety consequence of the defect. If necessary, the agency has the authority to order vehicle manufacturers to recall and repair vehicles that are found to have serious safety-related defects. NHTSA conducts these activities pursuant to 49 U.S.C. Chapter 301.
  - c. NHTSA is seeking the cooperation of the NCDMV in obtaining the names and addresses of persons who own specific vehicles (make, model, model year, and Vehicle Identification Number) that are of relevance to ongoing investigations or vehicle safety research activities.
  - d. NCDMV has supported NHTSA over the years, among other things, by providing information critical to NHTSA's highway safety activities and agrees to continue its support in furtherance of improving highway safety on North Carolina's roads and nationwide.
  - e. The parties enter into this MOU to affirm their mutual interests in promoting motor vehicle safety and to facilitate the transfer of information critical to NHTSA activities in furtherance of motor vehicle and highway safety.

3. Upon request by NHTSA, NCDMV agrees to furnish to NHTSA electronically (via FTP or other means chosen by the NCDMV):
  - a. copies of information from its driver history records, including the names and addresses of persons who own specific vehicles (make, model, model year, and Vehicle Identification Number); and
  - b. police accident reports (PARS).
4. NCDMV agrees to furnish any other requested information that is statutorily allowed to be released to NHTSA within a reasonable amount of time and, upon request by NHTSA, to provide information updates monthly or on a periodic basis determined by mutual agreement of the parties. While the NCDMV takes precautions to prevent any delay in the transmission of information, NHTSA understands that delays may result in the transmission of information based upon technical difficulties and burdens placed on NCDMV systems. The NCDMV will make an effort to correct such problems within a reasonable time period and to thereafter transmit data requested by NHTSA.
5. NHTSA agrees to use the information furnished pursuant to this MOU solely in furtherance of vehicle safety activities conducted by NHTSA, including activities under chapter 301 of title 49 of the United States Code.
6. NHTSA agrees not to sell or redisclose any personal information (information contained in a motor vehicle record that identifies an individual person, including but not limited to, the person's photograph, social security number, driver or driver's license identification number, name, date of birth, telephone number, medical or disability information, or a person's address other than the county and five-digit zip code) except for the same statutory use for which it was received. NHTSA will not use personal information provided in NCDMV records for bulk distribution for surveys, marketing, or solicitations, nor will NHTSA sell or redisclose information to another for such purposes, unless the person whose information is used has provided express written consent for such disclosure to the NCDMV. NHTSA will not provide information obtained pursuant to this MOU to any other person without entering into an agreement including these prohibitions, except to the extent that such disclosure is in furtherance of activities under chapter 301 of title 49 of the United States Code.
7. NHTSA personnel are familiar with the provisions of the Driver Privacy Protection Act and are subject to Federal laws and policies that protect Personal Identifying Information in government records and systems, including the Privacy Act of 1974. Information provided by NCDMV will be treated in accordance with federal law and afforded confidentiality under the Privacy Act of 1974, as applicable.
8. NCDMV will not be responsible for omissions or errors in the copies of driver history

records furnished to NHTSA, and NCDMV makes no representations, either express or implied, regarding the use, performance, or fitness for any particular purpose of the information furnished to NHTSA. Upon notification of an omission or error, the NCDMV shall endeavor to correct such omission or error in a timely fashion

9. Signatories to this MOU are authorized to sign this document and to make any assertions and acknowledgments related to NCDMV's provision of records and NHTSA's request for and receipt of NCDMV records.
10. Principal Contacts

The principal contacts for this instrument are:

NCDMV Administrative Contact	National Highway Traffic Safety Administration Contact
Julian H. Council, Assistant Director Traffic Records Unit	Terry Shelton
North Carolina Division of Motor Vehicle	Associate Administrator for the National Center for Statistics and Analysis, NHTSA
3105 Mail Service Center	1200 New Jersey Ave, SE
Raleigh, NC 27699	Washington, DC 20690
Phone: 919-861-3061	Phone: 202- 366-5290
FAX: 919-715-9099	FAX: 202-493-0021
E-Mail: jhcouncil@ncdot.gov	E-Mail: terry.shelton@dot.gov

11. NHTSA agrees to immediately notify the NCDMV upon discovery of any security breach involving NCDMV data or upon discovery that NCDMV data has been disclosed in violation of this MOU or federal law. NHTSA agrees also to conduct a prompt investigation of any alleged misuse of NCDMV data or security breach and to fully cooperate with NCDMV personnel to address related issues and concerns.
12. This MOU will be in effect for five years from the date of last signature below, unless sooner terminated by either party. The parties may agree to renew this MOU for additional intervals upon mutually agreeable terms. Either party may terminate this MOU at any time by providing notice of such termination in writing to the other party.
13. The parties understand that by signing this MOU, NHTSA is not agreeing to subject the Federal Government, its employees or its agents to the jurisdiction of the any judicial or administrative body in the State of North Carolina.

IN WITNESS WHEREOF the parties have affixed their signatures hereto on the dates as written below.

(b)(6)  
Terry Shelton, Associate Administrator for NCSA

7-2-2014  
DATE

(b)(6)  
Kelly J Thomas, NCDMV Commissioner or designee

7/8/14  
DATE

**MEMORANDUM OF UNDERSTANDING ("MOU")  
BETWEEN  
MARYLAND STATE POLICE  
AND NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION  
FOR THE PROVISION AND USE OF HIGHWAY SAFETY DATA**

**Background:**

The U.S. Department of Transportation, National Highway Traffic Safety Administration ("NHTSA") was established by Congress to save lives, prevent injuries, and reduce economic costs due to motor vehicle crashes through education, research, safety standards, and enforcement activity. Within NHTSA, the Office of Data Acquisition (ODA) is responsible for providing timely, complete, and high quality data for use by NHTSA, other Federal, State, and local governmental agencies, and others in motor vehicle safety research and analysis to reduce crashes, injuries, deaths, and associated medical costs. NHTSA conducts these activities pursuant to 49 U.S.C. Chapter 301.

In furtherance of its highway safety mission, NHTSA seeks the cooperation of Maryland Department of State Police ("MDSP") in connection with NHTSA's Electronic Data Transfer (EDT) Pilot Project. The EDT project involves the automated transfer of Maryland's motor vehicle crash and injury data into a Federal data warehouse to electronically feed data into NHTSA's Fatality Analysis Reporting System (FARS), Crash Reporting Sampling System (CRSS), Crash Investigative Sampling System (CISS), Not in Traffic Surveillance (NiTS), and related special studies and analysis.

MDSP has supported NHTSA over the years, and expressed its intent to continue to support NHTSA's by providing Maryland motor vehicle crash and injury data to the Agency.

**A. As authorized by law, the parties agree as follows:**

1. The parties to this MOU are NHTSA and the Maryland Department of State Police;
2. This MOU is governed by 18 U.S.C. 2721 et seq., (commonly known as the Driver Privacy Protection Act), and other applicable federal laws, as appropriate. The Driver Privacy Protection Act provides for the release of driver information sought by NHTSA in connection with its highway safety activities;
3. The parties enter into this MOU to affirm their mutual interests in promoting motor vehicle safety and facilitating the transfer of information critical to NHTSA activities in furtherance of motor vehicle and highway safety. This MOU is not intended to, nor does it modify in any respect the terms of the Cooperative Agreement between NHTSA and the State of Maryland with respect to the FARS;
4. The signatories to this MOU are authorized to sign this document;
5. This MOU will terminate five years after the date of the last signature below, unless

Protection Act and adhere to Federal laws and policies that protect personal identifying information in government records and systems, including the Privacy Act of 1974;

8. To provide information to MDSP in response to reasonable requests designed to ensure that NHTSA is adhering to the use and access limitations set forth in this agreement; and
9. To investigation promptly any alleged misuse of MDSP data or related security breach, and to cooperate reasonably with MDSP personnel in connection with any alleged breaches involving its data.

IN WITNESS WHEREOF the parties have affixed their signatures hereto on the dates as written below.

**On behalf of NHTSA:**

(b)(6)

2/10/16  
Date

Terry Shelton  
Associate Administrator, National Center for Statistics and Analysis  
National Highway Traffic Safety Administration  
1200 New Jersey Ave, SE  
Washington, DC 20690

**On behalf of the Maryland Department of State Police:**

(b)(6)

1/18/16  
Date

Lawn Gregory  
Commander Information Technology Division  
Maryland State Police  
1201 Reisterstown Road  
Pikesville, MD 21208

**MEMORANDUM OF UNDERSTANDING (AGREEMENT)  
BETWEEN  
TENNESSEE DEPARTMENT OF SAFETY AND HOMELAND SECURITY  
AND  
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION**

**Background:**

The U.S. Department of Transportation, National Highway Traffic Safety Administration (NHTSA) was established by Congress to save lives, prevent injuries, and reduce economic costs due to motor vehicle crashes through education, research, safety standards, and enforcement activity. Within NHTSA, the Office of Data Acquisition (ODA) is responsible for providing timely, complete, and high quality data for use by NHTSA, other Federal, State, and local governmental agencies, and others in motor vehicle safety research and analysis to reduce crashes, injuries, deaths, and associated medical costs. NHTSA conducts these activities pursuant to 49 U.S.C. Chapter 301 and other provisions of Federal law.

In furtherance of its vehicle and highway safety mission, NHTSA seeks the cooperation of Tennessee Department of Safety And Homeland Security (the State) in connection with NHTSA's Electronic Data Transfer (EDT) program. The EDT program involves the automated transfer of State motor vehicle crash and injury data, including fatalities, injuries and property damage, into a federal data warehouse that electronically supports provision of data for NHTSA's Fatality Analysis Reporting System (FARS), Crash Reporting Sampling System (CRSS), Crash Investigative Sampling System (CISS), Special Crash Investigation (SCI), Non-Traffic Surveillance (NTS), State Data System (SDS) and related special studies and analysis.

The Tennessee Department of Safety And Homeland Security has supported NHTSA over the years, and expressed its intent to continue to support NHTSA by providing State motor vehicle crash and injury data through its participation in the EDT program.

**A. As authorized by law, the parties agree as follows:**

1. The parties to this Agreement are NHTSA and the Tennessee Department of Safety And Homeland Security;
2. This Agreement is governed by the Privacy Act of 1974, as amended and other Federal laws, as appropriate, including the Freedom of Information Act (FOIA). Both the Privacy Act and the FOIA protect the privacy of individuals referenced in Federal records and systems by restricting the release of information that personally identifies or may be used to identify individuals.
3. The parties enter into this Agreement to affirm their mutual interests in facilitating the transfer of information critical to NHTSA activities in furtherance of motor vehicle and highway safety. This Agreement is not intended to, nor does it modify in any respect the terms of existing relationships between DOT and the State, including the FARS cooperative agreement;



4. The signatories to this Agreement are authorized to sign this document;
5. This Agreement will terminate five years after the date of the last signature below, unless terminated sooner by either party;
6. The parties may agree in writing to renew this Agreement for additional intervals upon mutually agreeable terms;
7. Either party may terminate this Agreement at any time by providing advance written notice of such termination to the other party, as follows:
  - a. NHTSA may terminate this Agreement in whole or in part by providing written notification to the State;
  - b. The State may terminate this Agreement by providing to NHTSA written notice sixty days in advance of the intended date of termination.
8. By signing this Agreement, NHTSA is not consenting, on behalf of the Federal Government, its employees or its agents, to be subject to the jurisdiction of any judicial or administrative body in the State; and
9. The principal contacts for this Agreement are:

<b>TENNESSEE DEPARTMENT OF SAFETY AND HOMELAND SECURITY, Highway Safety Office Contact</b>	<b>National Highway Traffic Safety Administration Contact</b>
Christopher J. Osbourn TITAN Program Director, TN Highway Patrol TN Dept. of Safety and Homeland Security 1150 Foster Avenue Nashville, TN 37243 615-743-4967	Terry Shelton Associate Administrator, National Center for Statistics and Analysis at National Highway Traffic Safety Administration 1200 New Jersey Ave, SE Washington, DC 20690 Phone: 202- 366-4290 FAX: 202-366-3462
Marty Pollock THP Lieutenant, TN Highway Patrol TN Dept. of Safety and Homeland Security 1150 Foster Avenue Nashville, TN 37243 615-743-3903	Chip Chidester Director, Office of Data Acquisition National Center for Statistics and Analysis, NHTSA 1200 New Jersey Ave, SE Washington, DC 20690 Phone: 202- 366-5393 FAX: 202-493-0021

**B. Tennessee Department of Safety And Homeland Security agrees, upon request by NHTSA:**

1. To furnish electronically to NHTSA (via FTP or web service or other means chosen by the State) copies of State motor vehicle crash and injury data, including narratives and diagram, on a periodic basis (daily or other frequency agreed upon by the parties);
2. To participate in the EDT program by providing assistance with development of the data translations required for NHTSA to convert State motor vehicle crash and injury data into a data format compatible with NHTSA requirements;
3. To furnish State motor vehicle crash and injury data in accordance with technical mapping requirements agreed upon by the parties within a reasonable amount of time of NHTSA's data request;
4. To allow NHTSA to use State motor vehicle crash and injury records in Federal data systems, including the Fatality Analysis Reporting System (FARS), Crash Reporting Sampling System (CRSS), Crash Investigative Sampling System (CISS), Special Crash Investigation (SCI), Non-Traffic Surveillance (NTS), State Data System (SDS) and related special studies and analysis; and
5. To provide a designated point-of-contact for State motor vehicle crash and injury records.

**C. NHTSA agrees:**

1. To work with the Tennessee Department of Safety And Homeland Security to devise: (i) procedures for State FARS Analysts to use in performing EDT-related Microcomputer Data Entry (MDE), and (ii) tools to help State FARS Analysts manage and report the status of electronic and manual data reporting;
2. To use the data furnished by the State under this Agreement solely in furtherance of motor vehicle and highway safety activities conducted by NHTSA, including activities under 49 U.S.C. Chapter 301.
3. Not to re-disclose any personally identifying information (information contained in records that identifies or can be used to identify an individual person, including but not limited to, the person's photograph, social security number, driver's license identification number, vehicle identification number (VIN) sequence number (positions 13-17), or the death certificate number, name, date of birth, telephone number, medical or disability information, or a person's address other than the county and five digit zip code), except to the extent required by Federal law;
4. Not to use personal information in State records for bulk distribution for surveys,

marketing, or solicitations, or for other related purposes, unless the person whose information is used has provided express written consent for such disclosure;

5. Not to provide to other persons or entities State records obtained under this Agreement without first entering into an agreement including the limitations on use and disclosure identified herein, except to the extent that such disclosure is in furtherance of NHTSA activities under 49 U.S.C. Chapter 301 or required by Federal law;
6. To ensure that its personnel are familiar with the provisions of the Federal Privacy Act and adhere to all Federal laws and policies, including those that protect personally identifying information and the privacy of individuals identified in Federal government records and systems;
7. To provide information to the State in response to reasonable requests designed to ensure that NHTSA is adhering to the use and access limitations set forth in this Agreement; and
8. To investigate promptly any alleged misuse of State data or related security breach, and to cooperate reasonably with State personnel in connection with any alleged breaches involving its data.

IN WITNESS WHEREOF the parties have affixed their signatures hereto on the dates as written below.

**On behalf of NHTSA:**

(b)(6)

8/24/16  
Date

Terry Shelton  
Associate Administrator, National Center for Statistics and Analysis  
National Highway Traffic Safety Administration  
1200 New Jersey Ave, SE  
Washington, DC 20690

**On behalf of the Tennessee Department of Safety And Homeland Security:**

(b)(6)

8-22-2016  
Date

Christopher J. Osbourn  
TITAN Program Director, Tennessee Highway Patrol  
Tennessee Department of Safety and Homeland Security  
1150 Foster Avenue  
Nashville, TN 37243

## **Appendix I. DEFINITIONS AND ACRONYMS**

### **ACRONYMS**

<b>CRSS</b>	Crash Reporting Sampling System
<b>CISS</b>	Crash Investigative Sampling System
<b>EDT</b>	State-to-Federal Electronic Data Transfer
<b>FARS</b>	Fatality Analysis Reporting System
<b>MDE</b>	Microcomputer Data Entry
<b>NHTSA</b>	National Highway Traffic Safety Administration
<b>NTS</b>	Non-Traffic Surveillance
<b>ODA</b>	Office of Data Acquisition
<b>PDO</b>	Property Damage Only
<b>SCI</b>	Special Crash Investigation
<b>SDS</b>	State Data System
<b>VIN</b>	vehicle identification number (VIN)

### **DEFINITIONS**

**Crash Data** – NHTSA is requesting to have state crash data, including fatalities, injuries and property damage transferred from State to the federal data mart.

**MEMORANDUM OF UNDERSTANDING (AGREEMENT)  
BETWEEN  
UTAH DEPARTMENT OF PUBLIC SAFETY  
AND  
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION**

**Background:**

The U.S. Department of Transportation, National Highway Traffic Safety Administration (NHTSA) was established by Congress to save lives, prevent injuries, and reduce economic costs due to motor vehicle crashes through education, research, safety standards, and enforcement activity. Within NHTSA, the Office of Data Acquisition (ODA) is responsible for providing timely, complete, and high quality data for use by NHTSA, other Federal, State, and local governmental agencies, and others in motor vehicle safety research and analysis to reduce crashes, injuries, deaths, and associated medical costs. NHTSA conducts these activities pursuant to 49 U.S.C. Chapter 301 and other provisions of Federal law.

In furtherance of its vehicle and highway safety mission, NHTSA seeks the cooperation of UTAH DEPARTMENT OF PUBLIC SAFETY (the State) in connection with NHTSA's Electronic Data Transfer (EDT) program. The EDT program involves the automated transfer of State motor vehicle crash and injury data, including fatalities, injuries and property damage, into a federal data warehouse that electronically supports provision of data for NHTSA's Fatality Analysis Reporting System (FARS), Crash Reporting Sampling System (CRSS), Crash Investigative Sampling System (CISS), Special Crash Investigation (SCI), Non-Traffic Surveillance (NTS), State Data System (SDS) and related special studies and analysis.

The UTAH DEPARTMENT OF PUBLIC SAFETY has supported NHTSA over the years, and expressed its intent to continue to support NHTSA by providing State motor vehicle crash and injury data through its participation in the EDT program.

**A. As authorized by law, the parties agree as follows:**

1. The parties to this Agreement are NHTSA and the UTAH DEPARTMENT OF PUBLIC SAFETY;
2. This Agreement is governed by the Privacy Act of 1974, as amended and other Federal laws, as appropriate, including the Freedom of Information Act (FOIA). Both the Privacy Act and the FOIA protect the privacy of individuals referenced in Federal records and systems by restricting the release of information that personally identifies or may be used to identify individuals.
3. The parties enter into this Agreement to affirm their mutual interests in facilitating the transfer of information critical to NHTSA activities in furtherance of motor vehicle and highway safety. This Agreement is not intended to, nor does it modify in any respect the terms of existing relationships between DOT and the State, including the FARS cooperative agreement;

4. The signatories to this Agreement are authorized to sign this document;
5. This Agreement will terminate five years after the date of the last signature below, unless terminated sooner by either party;
6. The parties may agree in writing to renew this Agreement for additional intervals upon mutually agreeable terms;
7. Either party may terminate this Agreement at any time by providing advance written notice of such termination to the other party, as follows:
  - a. NHTSA may terminate this Agreement in whole or in part by providing written notification to the State;
  - b. The State may terminate this Agreement by providing to NHTSA written notice sixty days in advance of the intended date of termination.
8. By signing this Agreement, NHTSA is not consenting, on behalf of the Federal Government, its employees or its agents, to be subject to the jurisdiction of any judicial or administrative body in the State of Utah; and
9. The principal contacts for this Agreement are:

<b>UTAH DEPARTMENT OF PUBLIC SAFETY Contact</b>	<b>National Highway Traffic Safety Administration Contact</b>
Keith D. Squires Commissioner, Utah Department of Public Safety 4501 S 2700 W Taylorsville, UT 84129  Phone: 801-965-4461	Terry Shelton Associate Administrator, National Center for Statistics and Analysis at National Highway Traffic Safety Administration 1200 New Jersey Ave, SE Washington, DC 20690 Phone: 202-366-4290 FAX: 202-366-3462
	Chip Chidester Director, Office of Data Acquisition National Center for Statistics and Analysis, NHTSA 1200 New Jersey Ave, SE Washington, DC 20690 Phone: 202-366-5393 FAX: 202-493-0021

**B. UTAH DEPARTMENT OF PUBLIC SAFETY agrees, upon request by NHTSA:**

1. To furnish electronically to NHTSA (via FTP or web service or other means chosen by the State) copies of State motor vehicle crash and injury data, including narratives and diagram, on a periodic basis (daily or other frequency agreed upon by the parties);
2. To participate in the EDT program by providing assistance with development of the data translations required for NHTSA to convert State motor vehicle crash and injury data into a data format compatible with NHTSA requirements;
3. To furnish State motor vehicle crash and injury data in accordance with technical mapping requirements agreed upon by the parties within a reasonable amount of time of NHTSA's data request;
4. To allow NHTSA to use State motor vehicle crash and injury records in Federal data systems, including the Fatality Analysis Reporting System (FARS), Crash Reporting Sampling System (CRSS), Crash Investigative Sampling System (CISS), Special Crash Investigation (SCI), Non-Traffic Surveillance (NTS), State Data System (SDS) and related special studies and analysis; and
5. To provide a designated point-of-contact for State motor vehicle crash and injury records.

**C. NHTSA agrees:**

1. To work with the UTAH DEPARTMENT OF PUBLIC SAFETY to devise: (i) procedures for State FARS Analysts to use in performing EDT-related Microcomputer Data Entry (MDE), and (ii) tools to help State FARS Analysts manage and report the status of electronic and manual data reporting;
2. To use the data furnished by the State under this Agreement solely in furtherance of motor vehicle and highway safety activities conducted by NHTSA, including activities under 49 U.S.C. Chapter 301.
3. Not to re-disclose any personally identifying information (information contained in records that identifies or can be used to identify an individual person, including but not limited to, the person's photograph, social security number, driver's license identification number, vehicle identification number (VIN) sequence number (positions 13-17), or the death certificate number, name, date of birth, telephone number, medical or disability information, or a person's address other than the county and five digit zip code), except to the extent required by Federal law;
4. Not to use personal information in State records for bulk distribution for surveys, marketing, or solicitations, or for other related purposes, unless the person whose



information is used has provided express written consent for such disclosure;

5. Not to provide to other persons or entities State records obtained under this Agreement without first entering into an agreement including the limitations on use and disclosure identified herein, except to the extent that such disclosure is in furtherance of NHTSA activities under 49 U.S.C. Chapter 301 or required by Federal law;
6. To ensure that its personnel are familiar with the provisions of the Federal Privacy Act and adhere to all Federal laws and policies, including those that protect personally identifying information and the privacy of individuals identified in Federal government records and systems;
7. To provide information to the State in response to reasonable requests designed to ensure that NHTSA is adhering to the use and access limitations set forth in this Agreement; and
8. To investigate promptly any alleged misuse of State data or related security breach, and to cooperate reasonably with State personnel in connection with any alleged breaches involving its data.

IN WITNESS WHEREOF the parties have affixed their signatures hereto on the dates as written below.

**On behalf of NHTSA:**

(b)(6)

8/16/16  
Date

Terry Shelton  
Associate Administrator, National Center for Statistics and Analysis  
National Highway Traffic Safety Administration  
1200 New Jersey Ave, SE  
Washington, DC 20690

**On behalf of the UTAH DEPARTMENT OF PUBLIC SAFETY:**

(b)(6)

8/4/16  
Date

Keith D. Squires  
Commissioner, Utah Department of Public Safety  
4501 S 2700 W  
Taylorsville, UT 84129

## Appendix I. DEFINITIONS AND ACRONYMS

### ACRONYMS

<b>CRSS</b>	Crash Reporting Sampling System
<b>CISS</b>	Crash Investigative Sampling System
<b>EDT</b>	State-to-Federal Electronic Data Transfer
<b>FARS</b>	Fatality Analysis Reporting System
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<b>NTS</b>	Non-Traffic Surveillance
<b>ODA</b>	Office of Data Acquisition
<b>PDO</b>	Property Damage Only
<b>SCI</b>	Special Crash Investigation
<b>SDS</b>	State Data System
<b>VIN</b>	vehicle identification number (VIN)

### DEFINITIONS

**Crash Data** – NHTSA is requesting to have state crash data, including fatalities, injuries and property damage transferred from State to the federal data mart.

## Appendix II. List of Variables NHTSA Receiving from Utah

The following is a list of variables that NHTSA is receiving from Utah through the EDT process.

### activity vehicle

- 1 act\_vehicle\_idx
- 2 activity\_idx
- 3 assigned\_number
- 4 vin
- 5 veh\_year
- 6 make
- 7 model
- 8 body\_style
- 9 color
- 10 plate\_number
- 11 plate\_state
- 12 plate\_expiration
- 13 disposition\_code
- 14 disposition
- 15 travel\_direction\_code
- 16 towing\_company
- 17 body\_type
- 18 cargo\_body\_type
- 19 gwr\_code
- 20 gwr\_value
- 21 is\_comm\_vehicle

### commercial vehicle

- 1 act\_vehicle\_idx
- 2 address\_idx
- 3 is\_driver\_carrier
- 4 carrier\_name
- 5 operating\_authority
- 6 usdot
- 7 gwr\_code
- 8 gwr\_rating
- 9 is\_hazmat
- 10 is\_hazmat\_released
- 11 hazmat\_placard
- 12 hazard\_class
- 13 cargo\_code
- 14 is\_16\_passenger\_veh
- 15 is\_purpose\_govt
- 16 is\_purpose\_personal
- 17 is\_purpose\_interstate
- 18 is\_purpose\_intrastate
- 19 is\_post\_inspection

20 post\_inspection\_type  
21 post\_report\_number  
22 is\_pre\_out\_of\_service  
23 pre\_oos\_reason  
24 is\_post\_oos  
25 post\_oos\_reason  
26 is\_driver\_oos  
27 driver\_oos\_reason  
30 is\_logbook\_current  
31 is\_inspection\_photos  
32 is\_review\_requested  
33 unit\_id

**Crash**

1 activity\_idx  
2 version  
11 ro\_department  
13 crash\_year  
14 crash\_index  
15 report\_date  
16 is\_reportable  
20 report\_completed\_dtime  
21 revision\_dtime  
22 narrative  
23 no\_diagram\_reason  
24 diagram\_format  
25 diagram  
26 image\_format  
27 image  
28 police\_notified  
29 police\_arrived  
30 ems\_called  
31 ems\_arrived  
32 severity\_code  
33 weather\_code  
34 light\_code  
35 surface\_condition\_code  
36 junction\_feature\_code  
37 nm\_action\_code  
38 nm\_contrib\_code  
39 nm\_location\_code  
40 horiz\_alignment\_code  
41 vert\_alignment\_code  
42 pavement\_type\_code  
43 first\_harmful\_event\_loc\_code  
44 first\_harmful\_event\_code  
45 is\_workers\_present  
46 is\_work\_zone\_related

47 work\_zone\_code  
48 work\_zone\_location\_code  
49 manner\_of\_collision\_code  
50 roadway\_contrib\_code  
51 lane\_count  
52 is\_field\_diagram  
53 is\_video  
54 is\_digital\_photo  
55 is\_film\_photo  
56 photo\_count  
57 form\_effective\_date

**crash charge**

1 act\_vehicle\_idx  
2 charge\_idx  
3 citation\_number  
4 charge  
5 status\_code

**crash vehicle**

1 act\_vehicle\_idx  
2 is\_driver\_owner  
3 assigned\_number  
4 repair\_amt\_code  
5 visual\_contrib\_code  
6 trailing\_unit\_code  
7 special\_function\_code  
8 initial\_impact\_area\_code  
9 most\_damaged\_area\_code  
10 deformity\_code  
11 alc\_drug\_use\_code  
12 alc\_drug\_test\_code  
13 test\_result\_code  
14 veh\_contrib\_code  
15 driver\_condition\_code  
16 driver\_contrib1\_code  
17 driver\_contrib2\_code  
18 maneuver\_code  
19 driver\_distraction\_code  
20 traffic\_control\_code  
21 roadway\_code  
22 posted\_speed  
23 advised\_speed  
24 travel\_speed  
25 impact\_speed  
26 estimate\_by\_code  
27 event1\_code

28 event2\_code  
29 event3\_code  
30 event4\_code  
31 most\_harmful\_event\_code

**injury**

1 subj\_person\_idx  
2 level\_code  
3 area\_code  
4 cause\_code  
5 transported\_to\_code  
6 transported\_by\_code  
7 ejection\_code  
8 ejection\_path\_code  
9 extrication\_code

**le activity**

1 activity\_idx  
2 submitted\_dtime  
4 occurred\_dtime  
6 case\_number  
7 ps\_case\_number  
8 is\_reviewable  
9 owner\_agency  
10 activity\_type

**location**

1 activity\_idx  
2 county\_code  
3 town\_name  
4 city\_code  
5 town\_distance  
6 town\_direction  
7 reference\_post  
8 rp\_distance  
9 rp\_direction  
10 road\_jurisdiction  
11 main\_road\_name  
14 landmark  
15 landmark\_distance  
16 landmark\_direction  
17 location\_text  
19 gps\_system  
20 gps\_datum  
21 gps\_score  
22 gps\_latitude  
23 gps\_latitude\_degrees  
24 gps\_latitude\_minutes

25 gps\_latitude\_seconds  
26 gps\_longitude  
27 gps\_longitude\_degrees  
28 gps\_longitude\_minutes  
29 gps\_longitude\_seconds

**property damage**

1 activity\_idx  
2 damage\_idx  
3 description  
4 damage\_amt\_code

**subject person**

1 activity\_idx  
2 subj\_person\_idx  
3 index\_idx  
4 act\_vehicle\_idx  
6 dob  
10 sex  
13 dl\_number  
14 dl\_jurisdiction  
18 height  
19 weight  
23 dl\_class  
24 dl\_restrictions  
25 dl\_endorsements  
26 person\_type\_code  
27 seating\_position\_code  
28 safety\_equipment\_code  
29 used\_properly\_code  
30 sur\_name  
31 given\_name  
32 middle\_name  
33 suffix\_name  
34 age  
35 bac  
36 is\_cdl\_presented  
37 airbag\_code  
38 nm\_action\_code  
39 nm\_contrib\_code  
40 nm\_location\_code

**trailer**

1 act\_vehicle\_idx  
2 trailer\_idx  
3 plate\_number  
4 plate\_state  
5 expiration\_date



6 length

**vehicle insurance**

- 1 act\_vehicle\_idx
- 2 carrier\_name
- 3 effective\_date
- 4 expiration\_date
- 6 is\_appears\_valid
- 7 agency\_name