

AGENT SERVICES APPLICATION



TABLE OF CONTENTS

I.	Introduction	3
II.	Full Agent Services Agreement Application	5
III.	Agent Services Checklist	17
IV.	Sample Document	19
V.	Pennsylvania Agent ADA Checklist	21
VI.	Agent Services Agreement Sample	24
VII.	Exhibit A	33
VIII.	Exhibit B, Appendix I Program Requirements	34
IX.	Exhibit B, Appendix II Document Scanning and Imaging Supplemental Agent Services Business Requirements	60
X.	Exhibit C, Grounds For Suspension.....	67
XI.	Exhibit D, Prohibited Acts and Omissions	76
XII.	Exhibit E, Commonwealth Standard Terms and Conditions	80
XII.	Requirements/Request for Criminal Record Check	90

INTRODUCTION

This Publication is designed to help you apply for an agent services agreement and assist you in the execution of the applications. Please take the time to read and review each section carefully. We are interested in providing you with the information needed to successfully establish your business of issuing temporary registration plates.

We, at PennDOT, are striving to improve our service to you and the citizens of the Commonwealth. We have improved our turnaround time on processing applications, reduced our error rate, improved our call center, clarified and simplified regulations and revised forms. Changes and improvements are occurring daily. We are pleased to share our progress with you as you become an agent of PennDOT.

At the end of this publication, you will find the forms and requirements you will need to submit to obtain authorization as an Agent Service.

Thank you for your cooperation, and we look forward to working with you in the near future.

Enclosed is the requirements packet to enter into contract for all agent services.

The packet includes information, samples and frequently asked questions.
Once these requirements are met, a contract between you and PennDOT will be executed.

Contract requirements can be mailed to:

Bureau of Support Services
Contract Administration Unit
1101 S. Front Street
Harrisburg, PA 17104

Fax: 717-705-5900

You may also apply for an Agent Services Agreement online through the Dealer Agent Services (DAS) system. The DAS system allows a new business partner to apply for an Agent Service, Dealer Registration Plate and Misc. Motor Vehicle Business Registration Plates online. The DAS system allows both PennDOT and business partners to operate in a streamlined, efficient, and cost-effective manner.

The first step for new Motor Vehicle Business Partners is to register for user access. You would go to www.dealers.penndot.pa.gov, click on “**REGISTER**” button and follow the instructions on the screen. Once completed and approved, you will receive **two emails** at the email address you provided during registration (please check your spam folder too):

One email with your **b-username**

A second email with your **temporary password**

NOTE: For step- by-step instruction for the registration process, please follow the link [Dealers and Agent Service \(DAS\) Login Instructions](#).

After you receive both emails with your username and temporary password, you can then go back in and access DAS at: <http://www.dealers.penndot.pa.gov/>. After logging into the DAS system, your **Business Partner Home Page** will appear. From this page, you can:

Submit a new application for:

Agent Services Agreement

Dealership

Miscellaneous Motor Vehicle Businesses.

Should you have any questions regarding this process, please call the
Business Partner Programs at (717) 705-1101
or write to the address listed above.

FULL AGENT SERVICES AGREEMENT APPLICATION

INCOMPLETE APPLICATIONS WILL BE RETURNED

ALLOW 60 DAYS FOR PROCESSING

Type or Print Legibly

SECTION 1 – TYPE OF APPLICATION

Please check the box as a New Applicant for an Agent Services Agreement (ASA):

☐ **New Applicant** – *New applicants must include a check or money order for \$60.00 made payable to the “Commonwealth of Pennsylvania” or “PennDOT”.*

Turnkey Date (If applicable): _____

**A minimum of two-week notice prior to the turnkey date is necessary to ensure timely processing of this application and execution of the ASA.*

SECTION 2 – COMPANY INFORMATION

Federal ID Number (EIN) _____ Dealer ID Number (DIN) _____
(Enter DIN if applicable)

Company Legal Name _____

Doing Business As (DBA) _____

Entity Type: ☐ **Corporation** ☐ **Sole Proprietorship** ☐ **Partnership**
☐ **Limited Partnership** ☐ **Limited Liability Company** ☐ **Other** _____

Address _____

City _____ County _____ State _____ Zip _____

Company Phone Number _____ Alternate Phone Number _____

Company Email Address _____ Business Fax Number _____

Please select the appropriate box if this location is ☐ **Owned** or ☐ **Leased**

Driver's License Data Verification (DLDV) Integrator: _____

SECTION 3 – OWNER/PARTNER/OFFICER INFORMATION

Owner/Partner/Officer Name _____ Position/Title _____

Responsibilities within the Service _____

Date of Birth _____ Driver License/ID State _____ Driver License/ID Number _____

Authorized to pick up? Yes ☐ No ☐

Address _____

City _____ County _____ State _____ Zip _____

Business Phone Number _____ Business Fax Number _____

Email Address _____

Last Training Date _____ Training Type _____

Trainer Organization/Name _____

Owner/Partner/Officer Name _____ Position/Title _____

Responsibilities within the Service _____

Date of Birth _____ Driver License/ID State _____ Driver License/ID Number _____

Authorized to pick up? Yes ☐ No ☐

Address _____

City _____ County _____ State _____ Zip _____

Business Phone Number _____ Business Fax Number _____

Email Address _____

Last Training Date _____ Training Type _____

Trainer Organization/Name _____

Make additional copies of **SECTION 3 – OWNER/PARTNER/OFFICER INFORMATION** if there is more information to report and attach it to this application with your submission.

SECTION 4 – SUPPORT STAFF INFORMATION

Name _____ Position/Title _____

Home Address _____

City _____ County _____ State _____ Zip _____

Date of Birth _____ Driver License/ID State _____ Driver License/ID Number _____

Phone Number _____ Email Address _____

Last Training Date _____ Training Type _____

Trainer Organization/Name _____

Responsibilities within Service _____

Authorized to pick up? Yes ☐ No ☐

Name _____ Position/Title _____

Home Address _____

City _____ County _____ State _____ Zip _____

Date of Birth _____ Driver License/ID State _____ Driver License/ID Number _____

Phone Number _____ Email Address _____

Last Training Date _____ Training Type _____

Trainer Organization/Name _____

Responsibilities within Service _____

Authorized to pick up? Yes ☐ No ☐

Make additional copies of **SECTION 4 – SUPPORT STAFF INFORMATION** if there is more information to report and attach it to this application with your submission.

SECTION 5 – QUESTIONNAIRE

Please complete the questionnaire below.

1. Have any owners, partners, or corporate officers of this business ever remitted uncollectible checks payable to any agency of the Commonwealth of Pennsylvania?
☐ **Yes**
☐ **No**
If yes, explain. _____
2. Have any owners, partners, or corporate officers filed bankruptcy within the past seven years?
☐ **Yes**
☐ **No**
If yes, explain. _____
3. Does your business location meet all local zoning, land use ordinances, and building codes?
☐ **Yes**
☐ **No**
4. Does your business meet ADA accessibility requirements?
☐ **Yes**
☐ **No**
5. Have all owners, partners, and officers read and understood 67 Pa. Code Ch. 53. Manufacturers, Dealers and Miscellaneous Motor Vehicle Businesses Registration Plates, and 75 Pa. C.S. Ch. 11, 13, and 23 (Vehicle Code)?
☐ **Yes**
☐ **No**
6. Was the location previously a vehicle dealership?
☐ **Yes**
☐ **No**

If yes, please list the name of the dealership and DIN(s), if known.

-
7. Has this business or the owners, partners, or officers thereof ever been registered as a dealer, miscellaneous motor vehicle business, or issuing agent in this or any other state?

☐ **Yes**
☐ **No**

If yes, list name(s), location(s), and Dealer/Agent/Messenger ID number(s).

8. Do any of the owners, partners, corporate officers, or any business with which they were previously affiliated have any outstanding liabilities which are due and owing to the Commonwealth of Pennsylvania or any other states or jurisdictions, including but not limited to taxes, fees, monetary penalties, or outstanding registration plates or paperwork?

☐ **Yes**

☐ **No**

If yes, explain. _____

9. Have any owners, partners, or corporate officers of this business ever been convicted or administratively sanctioned for violations of the Department's regulations, 18 Pa C.S. (Crimes Code), or 75 Pa. C.S. Ch. 11, 13, or 23 (Vehicle Code)?

☐ **Yes**

☐ **No**

If yes, explain. _____

10. Have any owners, partners, or corporate officers of this business ever been convicted of a felony or misdemeanor?

☐ **Yes**

☐ **No**

If yes, explain. _____

11. Have any owners, partners, corporate officers of this business ever been affiliated with a dealership, miscellaneous motor vehicle business, messenger service, or full agent whose registration was suspended, cancelled, or revoked, or is currently under investigation or notice to attend a Departmental or court hearing, or is awaiting a decision by a hearing officer of a court?

☐ **Yes**

☐ **No**

If yes, explain. _____

SECTION 6 – NOTARIZED STATEMENT OF UNDERSTANDING OF TITLE 67 Pa. Code Ch. 43.

This page must be completed for **EACH** Owner/Partner/Officer/Employee.

I _____, certify that I have read and understand Title 67 Pa. Code Chapter 43
(Print Name of Applicant)

TEMPORARY REGISTRATION CARD AND PLATES, in its entirety.

(Signature of Applicant)

(Date Signed)

Notary:

Witnessed before me on _____ of _____ in the year _____.
(Day) (Month) (Year)

(Signature of Notary)



Place Notary Stamp in Box Above

Make additional copies of **SECTION 6 – NOTARIZED STATEMENT OF UNDERSTANDING OF TITLE 67 Pa. Code Ch. 43** if there is more information to report and attach it to this application with your submission.

SECTION 7 – NOTARIZED STATEMENT REGARDING MONIES OWED TO THE COMMONWEALTH

I _____, certify neither I nor any of _____
(Print Name of Applicant) (Print Company Name)

Owners or Officers have any outstanding liabilities or monies owed or due to the Commonwealth of Pennsylvania.

(Signature of Applicant)

(Date Signed)

Notary:

Witnessed before me on _____ of _____ in the year _____.
(Day) (Month) (Year)

(Signature of Notary)



Place Notary Stamp in Box Above

**** THIS PAGE MUST BE SIGNED BY THE APPLICANT AND NOTARIZED****

SECTION 8 – EMPLOYEE NOTARY REQUIREMENTS

This page must be **completed for EACH Notary** employed during the hours of operation of the agent service; attach this completed page to a **copy of the Notary Commission**.

****PLEASE MAKE ADDITIONAL COPIES OF THIS PAGE AS NECESSARY****

Verification in lieu of notarization – notaries are not required for issuing agents who are licensed as a vehicle dealer by the State Board of Vehicle Manufacturers, Dealers and Salespersons. However, the applicant **MUST submit a written statement** explaining how verification in lieu of notarization will be used and provide the stamp indicating the dealer's name and dealer identification number. Please use the header, **SECTION 8 – DEALER VERIFICATION** on the written statement.

NOTARY INFORMATION

(Print Legibly)

Notary Name _____

Notary Address _____

City _____ State _____ Zip Code _____

Notary

Date

Place Notary Stamp in Box



ATTACH A COPY OF THE NOTARY COMMISSION TO THIS DOCUMENT

Make additional copies of **SECTION 8 – EMPLOYEE NOTARY REQUIREMENTS** if there is more information to report and attach it to this application with your submission.

SECTION 9 – APPLICANT CERTIFICATION

I _____, certify that neither I, nor any of the Owners,
(Print Name of Applicant)

Managers, Officers, or Employees of _____ have
(Print Company Name)

been convicted of a crime under Title 18 of the Pennsylvania Consolidated Statutes, Annotated, or the criminal laws of the United States. Nor are any under sanction nor ever have been under sanction or investigation by the Pennsylvania Department of Transportation for violations under the Vehicle Code (75 Pa.C.S. 101 et seq.), Department regulations, nor any existing agreement with the Pennsylvania Department of Transportation.

(Signature of Applicant)

(Date Signed)

SECTION 10 – ZONING AND BUILDING CODE COMPLIANCE STATEMENT

I _____, attest that the business identified in
(Print Name of Applicant)

Section 2 of this application meets all local zoning ordinances and building codes.

(Signature of Applicant)

(Date Signed)

SECTION 11 – PENNSYLVANIA STATE POLICE CRIMINAL BACKGROUND CHECK

ALL Applicant(s), Owner(s), Corporate Officer(s), and Employee(s) are required to provide the results received from a Pennsylvania State Police background check with their application packet.

Please read the Agent Service Program Requirements (Exhibit B) for further details and visit the Pennsylvania State Police website to a [Request a Criminal History Background Check](#).

Please Note: If a conviction exists, the issuing agent service must furnish the facts of the offense **AND** secure the Department's approval **BEFORE** hiring or retaining an employee.

SECTION 12 – SECURITY PLAN

In the area provided below, please explain the Issuing Agent Service's proposal for the method of security, which it intends to use for safeguarding all supplies, products and applications both during and after business hours i.e. description of the designated secured area for storage, door design, locks, wall and ceiling construction. If you need additional space, please continue your narrative on a separate page with the header **SECTION 12 – SECURITY PLAN Continued**, and attach it to this application for submission. **PLEASE TYPE OR PRINT LEGIBLY.**

SECTION 13 – BOND INFORMATION

Business Name on Bond _____

Business Address _____

Bond Company _____

Bond Number _____ Bond Amount _____

Are there additional locations covered by this bond? (Check the applicable box.)

- ☐ **Yes.** If yes, how many locations? *See below for additional instructions
☐ **No**

Do you have any Riders to the Bond listed above? (Check the applicable box.)

- ☐ **Yes.** If yes, please describe _____
☐ **No**

Attach your [MV-375](#), Power of Attorney and any applicable Riders to the bond, to this application for submission.

*If you have multiple business locations to be reported please continue the list, in the same format as above, on an additional page, with the header **SECTION 13 – BOND INFORMATION Continued**, and attach it to this application with your submission.

SECTION 14 – BANK LETTER OF REFER-

Attach your letter of reference from a bank or financial institution, **on their business stationery**, to this application for submission. The letter must state the business is in good standing and contain a signature and date from the provider.

SECTION 15 – THREE (3) REFERENCES

Attach THREE (3) letters of reference from business concerns, **on their business stationery**, attesting to the character of the applicant, to this application for submission. The letters must contain a signature from the provider and the date. Three references are required for each Owner/Partner/Officer listed on this application.

SECTION 16 – TRAINING CERTIFICATES

Attach copies of the required Training Certificates for “**Agent Services Basic Title and Registration Training**,” and “**Advance Agent Service Training**” when applicable, for each Owner/Partner/Officer/ Employee processing title applications.

SECTION 17 – REQUIRED SITE PHOTOGRAPHS

If your photos are smaller than an 8½ x 11 sheet of paper, please secure them to a plain sheet of paper. Under the photo, provide the location and what the photo is documenting for easy reference.

Each site is required to provide interior and exterior photos of the proposed place of business, including the following:

- ☐ Business office work area, including main entrance and outside signage (business sign)
- ☐ Posted business hours
- ☐ Completed schedule of fees listing Department, Agent and total fees charged (Agent)
- ☐ Phone and desk area (include computer location/orientation), including shredder
- ☐ Secure storage facility adequate to store all documents to be submitted to the Department and all product stock. Full Picture of solid door construction with secure hinges, secured ceiling and walls, cabinets and deadbolt lock and interior construction adequate to store all documents and product stock.
- ☐ Full picture of solid door construction with secure hinges, secured ceiling and walls, and deadbolt lock
- ☐ Exterior signs
- ☐ Fraud Hotline Notice posted within the business
- ☐ Photocopy of Driver License or State issued ID for each Owner/Partner/Officer/Staff included in this application.
- ☐ Customer counter
- ☐ Customer waiting area

SECTION 18 – CERTIFICATION

The Owner, Officer, or Authorized Signatory of the applying business shall sign this document below.

I certify, as an Owner, Officer, or Authorized Signatory, that the information provided herein is true, accurate and complete to the best of my knowledge and belief. I have read and reviewed the **Requirements Document**, **Application**, and the **Agreement**.

Company Name _____

Name & Title _____

Signature _____ Date _____

Please submit one copy of the completed **application**, **photographs**, and **all other relevant attachments** via:

Email (preferred): **RA-PDAGENTCONTRACTS@PA.GOV**

OR

MAIL: **PennDOT**

**Bureau of Support Services
Contracts Administration Unit
1101 South Front Street, 4th Floor
Harrisburg, PA 17104**

AGENT SERVICES CHECKLIST

Business Name: _____

Federal ID # (FEIN): _____

DIN # (If already assigned): _____

*****Please note, items that are bold, italicized and underlined are new requirements for the new 5- year contract.**

YES

- _____ Do you have two copies of the requirements attached?
- _____ Is your business name and address listed on the requirements?
- _____ If you are an existing agent, is the agent number listed on the requirements?
- _____ Do you have a list of all owners/corporate officers attached?
- _____ Do you have a list of all employees and job titles attached?
- _____ Do you have job descriptions attached for each owner/employee?
- _____ Is the home address listed for each owner/employee?
- _____ Do you have your phone number listed?
- _____ Do you have your fax number listed?
- _____ Do you have your email address listed? (Please check if email still valid)
- _____ Do you have a notary seal and/or stamp, signed/dated, on the application for each person issuing tags?
- _____ Do you have a copy the Notary Commission certificate(s) attached?
- _____ Do you have a statement of no prior violations for all owners/corporate officers and employees issuing tags attached?
- _____ Do you have a criminal record check for all owners/corporate officers and employees issuing tags attached?
- _____ Do you have a security plan written/taped and attached?
- _____ Do you have your \$30,000 bond in place and original attached?
- _____ Do you have \$60.00 recovery fund fee attached? (Waived for existing agents and dealers)
- _____ Do you have a notarized statement of no monies owed to the Commonwealth for each owner and corporate officer attached?
- _____ Do you have a credit reference from the bank attached?
- _____ Do you have THREE letters of character reference for each owner/corporate officer attached?
- _____ Proof of DLDV Contract with an approved Integrator (Copy of Contract or completed MV-750)

DID YOU PROVIDE (2) PHOTOGRAPHS OF THE FOLLOWING:

YES

- _____ Business office work area, including main entrance and outside signage (business sign)
- _____ Posted business hours
- _____ Completed schedule of fees listing Department, Agent and total fees charged (Agent)
- _____ Phone and desk area (include computer location/orientation) including shredder
- _____ Secure storage facility adequate to store all documents to be submitted to the Department and all product stock. Full Picture of solid door construction with secure hinges, secured ceiling and walls, cabinets and deadbolt lock and interior construction adequate to store all documents and product stock.
- _____ Exterior signs
- _____ Fraud Hotline Notice posted within the business
- _____ Photocopy of Driver License or State issued ID for each Owner/Partner/Officer/Staff included in this application
- _____ Customer counter
- _____ Customer waiting area

****Upon providing all the requirements and having the application approved, please allow a minimum of 30 days to fully execute the contract.****

SAMPLE DOCUMENT

Cover Page of Requirement Packet

John Q. Customers Issuing Agent Service, Inc
1101 S. Front Street
Harrisburg, PA 17104
Agent # 00000000
(717) 999-9999
Fax #: (717)111-1111
Email address: johnqcustomer@xxx.com
Federal ID #: 123456789

Requirements

Experience

John Q. Customers Issuing Agent Service, Inc. located at 1101 S. Front Street has been an issuing agent for the past five years.

The owner of the corporation is John Q. Customer, Vice President is Joan A. Customer, Secretary is Mary B. Customer and Treasurer is Joe C. Customer.

The support staff consists of (place name of each employee who will be involved in the agent service and indicate their responsibilities within the service).

Neither John Q. Customer Agent Service, nor any of its employees are under sanction or have ever been sanctioned by PennDOT for violations under 75 Pa.C.S. or Departmental regulations.

Attach your letter of reference from a bank or financial institution. Please make sure that your letter indicates that accounts are handled in a satisfactory manner that is consistent with standard banking practices.

Attach three letters of reference from business concerns, on business stationery, attesting to the character of the applicant.

Attach a notarized statement that no monies are due and owing to the Commonwealth by the applicant business or by the owners and officers of the business.

Facilities

Attach photographs of the interior and exterior of the place of business. The photographs of the exterior must show the entranceway, signs and business hours. The interior photographs must show the desk, phone, secure area for storage of products and forms, and a complete schedule of fees and charges for Motor Vehicle/Driver Licensing and the Contractor fees.

Notary Requirements

Attach the name, address, signature and impression of the notary stamp of all notaries who will be employed during the hours of operation of the agent service. The owner of the agent service may be the notary. If verification of signature in lieu of notarization is used, then a notary is not required for an Issuing Agent who is licensed as a vehicle dealer by the State Board of Vehicle Manufacturers, Dealers and Salespersons or its employee. This means a new or pre-owned vehicle dealer and a motorcycle dealer who is authorized to perform agent services (issue temporary registration plates). All other issuing agents must continue to notarize documents. If verification in lieu of notarization is used, please state this process is used.

Criminal Background Check

Attach a criminal background check, obtained from the Pennsylvania State Police for each owner or corporate officer and every employee engaged in the issuing agent service. If a conviction exists, the issuing agent service must furnish the facts of the offense, and secure Department approval before hiring or retaining an employee.

Security Plan

Attach the Issuing Agent Service's proposal for the method of security, which it intends to use for safeguarding all supplies, products and applications.

Bond

Attach your bond information ([MV-375](#) or Rider to the bond). Each Issuing Agent Service must file and maintain a bond in the amount of \$30,000 for each approved issuing agent service.

**PENNSYLVANIA AGENT ADA CHECKLIST
AMERICANS WITH DISABILITIES ACT**

As a provider of a public service, you are required to ensure that the areas of your facility used for customer transactions involving PennDOT documents meet the accessibility requirements of Title II of the Americans with Disabilities Act (ADA). To assist you in determining whether your facility is in compliance with the ADA, if the response to questions 2, 3, 4, 6, 10, 11, 13, 14, 15, 16, 17, 18, 20, 21 or 22 is no, your facility does not meet the ADA accessibility requirements.

EXTERIOR

1. Does your place of business provide parking spaces for the general public? ☐ Yes ☐ No
If no, skip to Question 4.
2. Are there designated disabled parking spaces? ☐ Yes ☐ No
If no, skip to Question 4.
3. Are there signs designating the disabled space(s)? ☐ Yes ☐ No
4. Is there a clear unobstructed path of travel at least 36 inches
from where your customers park to your door? ☐ Yes ☐ No
5. Are curb cuts necessary for access? ☐ Yes ☐ No
If no, skip to Question 9.
6. Have the curb cuts been installed? ☐ Yes ☐ No
If no, skip to Question 9.
7. Is the length of the curb cut at least one foot for every inch of curb height? ☐ Yes ☐ No
8. Is the width of the curb cut at least 36 inches? ☐ Yes ☐ No
9. Are ramps necessary for access? ☐ Yes ☐ No
If no, skip to Question 14.
10. Have the ramps been installed? ☐ Yes ☐ No
11. Is the height of the ramp such to reach the level of the entrance? ☐ Yes ☐ No
12. Is the length of the ramp at least one foot long for every inch of height? ☐ Yes ☐ No
13. Is the width of the ramp at least 36 inches? ☐ Yes ☐ No
14. Does your entrance door provide a minimum of 32 inches of clearance? ☐ Yes ☐ No
15. Is your entrance door's threshold less than one-half inch high? ☐ Yes ☐ No
NOTE: Thresholds at doorways should not exceed $\frac{3}{4}$ inch in height for exterior sliding doors of $\frac{1}{2}$ inch
for other types of doors.
16. Is your entrance door's threshold beveled or slanted on both ends? ☐ Yes ☐ No
17. Is your door handle 48 inches high or less ☐ Yes ☐ No
18. Can the door be easily opened using a close fist? ☐ Yes ☐ No

ENTRY:

19. Is there an interior door? ☐ Yes ☐ No
If no, skip to Question 21.
20. Does the interior door meet the same specifications of the entry door
as described above? ☐ Yes ☐ No

INTERIOR

21. Is the route to where PennDOT customer services are provided 36 inches wide? ☐ Yes ☐ No
22. Are the counters where PennDOT customer services are provided
no more than 36 inches high and at least 36 inches? ☐ Yes ☐ No

INCLUDED IS A SAMPLE CONTRACT

**THE CONTRACT HAS NO VALIDITY UNTIL
ALL REQUIREMENTS ARE MET AND ALL SIGNATURES ARE
OBTAINED AND A COMPLETELY EXECUTED
CONTRACT IS RETURNED TO YOU**

**This sample is being provided for your review.
Should you meet all the requirements and enter into contract
with PennDOT, you will become bound by this contract.
Once again, this is only a **SAMPLE** for information and does
not guarantee that a contract will be offered.**

THANK YOU.

Agreement No.:
SAP Vendor No.:

AGENT SERVICES AGREEMENT

This Agent Services agreement is between the Commonwealth of Pennsylvania, acting through the Department of Transportation, and .

75 Pa.C.S § 7501(a) requires PennDOT to enter into contracts with individuals and business entities intending to provide Agent Services for the issuance and processing of vehicle registration documents and fees. The Provider desires to enter into this agreement to provide Agent Services to vehicle owners and operators in the Commonwealth and submitted an application, attached as Exhibit A.

PennDOT has determined that the Provider is not an official or employee of the Commonwealth and is otherwise qualified and eligible to provide the Agent Services. The parties are entering into this agreement for the purpose of establishing and defining the parties' duties, responsibilities, and obligations and to set forth the terms and conditions applicable to the certificate of authority.

The parties, intending to be legally bound, agree as follows:

1. Definitions. The following terms as used in the agreement are defined as follows:

“Agent Services” includes but is not limited to, processing vehicle transfers, assisting customers to complete title applications and registration applications, issuing Registration Plates, processing registration plate transfers, collecting sales taxes and fees, forwarding vehicle transfer, title, and registration applications and all sales taxes and fees collected to PennDOT.

“Agent Services Advanced Refresher Training Course Manual” means the mandatory refresher course manual for Agent Services providers with more than one year of experience performing Agent Services that reinforces key concepts related to titling and registration of motor vehicles in the Commonwealth, provides updates on PennDOT procedures, and must be taken every two years.

“Agent Services Basic Title and Registration Course Manual” means the mandatory basic title and registration course manual for businesses interested in performing Agent Services that addresses the key concepts of titling and registering motor vehicles in the Commonwealth to be taken by Provider's employees prior to execution of this agreement.

“Commonwealth” means the Commonwealth of Pennsylvania.

“Effective Date” means the date that this agreement is fully executed by the Provider and PennDOT and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature.

“Established Place of Business” means the PennDOT approved premises, notary, staff, hours of operation, and training requirements of the Provider as prescribed by the Vehicle Code, PennDOT Regulations, and this agreement.

“PennDOT” means the Commonwealth of Pennsylvania, Department of Transportation.

“Products” means temporary or permanent Registration Cards, Registration Plates, permits, or other official PennDOT documentation, so designated by PennDOT, that can be issued by the Provider under this agreement.

“Proof of Identification” means a current, government-issued identification document, as approved by PennDOT.

“Program Requirements” means the requirements listed in Exhibit B to this agreement and PennDOT’s Driver and Vehicle Services Update Bulletins available on PennDOT’s website, <https://www.pa.gov/agencies/dmv/resources/business-partners/driver-and-vehicle-services-bulletin.html>, the Agent Services Basic Title and Registration Course; Advanced Refresher Training Manual, and the January 2024 edition of PennDOT Publication 457 available at <https://www.pa.gov/content/dam/copapwp-pagov/en/pennDOT/documents/public/dvspubsforms/bmv/bmv-publications/pub457.pdf>, Agent Services Handbook, and March 2025 edition of PennDOT Publication 463, Card Agent Packet available at <https://www.pa.gov/content/dam/copapwp-pagov/en/pennDOT/documents/public/dvspubsforms/bmv/bmv-publications/pub463.pdf>.

“Provider” means, _____, a holder of a certificate of authorization, and its owners, officers, directors, employees, and affiliates of the Provider.

“Reasonable Service Fee” means standard charges for Agent Services that are competitive with the current charges in the Provider’s local market for identical or similar services.

“Registration Card” means a registration card, including both temporary and permanent, issued by the Provider under this agreement.

“Registration Plate” means a registration plate, including both temporary and permanent, issued by the Provider under this agreement.

“Revocation” means a sanction that withdraws the Provider’s certificate of authorization to provide Agent Services.

“Suspension” means a sanction that temporarily withdraws the Provider’s certificate of authorization to provide Agent Services.

“Termination” means a sanction that permanently withdraws the Provider’s certificate of authorization to provide Agent Services, without the possibility of reapplication in the future.

2. Term. The term of this agreement will begin on the Effective Date and continue for five years, unless terminated in accordance with this agreement. After the initial term, PennDOT may, in its sole discretion, renew the agreement for up to five additional periods of one year each via a letter to the Provider sent no later than 30 calendar days prior to the expiration of the initial term or any renewal period.

3. Certificate of Authorization and Products Designation. PennDOT shall issue the Provider a certificate of authorization and Products designated by PennDOT as necessary to allow the Provider to offer Products to consumers in the Commonwealth, in strict compliance with the terms and conditions of this agreement and the Program Requirements.

4. Provider’s Service and Compliance Obligations. The Provider shall provide Agent Services to the public in a timely and customer-friendly manner and in strict compliance with this agreement and the Program Requirements, and following the procedures outlined in the Agent Services Basic Title and Registration Course Manual and Agent Services Advanced Refresher Training Course Manual. The Provider represents and warrants that its application to provide Agent Services attached as Exhibit A is true and correct in all material respects.

5. Recognition of Designated Products. PennDOT shall recognize Products, valid upon issuance, in accordance with this agreement.

6. Provider Service Fees. The Provider may charge a Reasonable Service Fee, in addition to PennDOT fees, for the processing and issuance of Products designated by PennDOT. PennDOT will make no payment to the Provider. The Provider shall bill its consumers for services rendered.

7. Services to be Provided. The Provider shall provide Agent Services to consumers under and in accordance with this agreement in a timely manner.

8. Provider Compliance with State Laws. The Provider shall responsibly perform Agent Services in accordance with 75 Pa.C.S. Chapters 11 (relating to certificate of title and security interests); 13 (relating to registration of vehicles); and 75 (relating to authorization of agent and messenger services). Furthermore, the Provider shall comply with 75 Pa.C.S. § 6114 (relating to limitation on sale, publication, and disclosure of records) and shall make all statutorily required payments that are prerequisite to performance of the Agent Services to be provided under

this agreement, including but not limited to payments to the Motor Vehicle Transaction Recovery Fund. *See, e.g.* 75 Pa.C.S. § 2302. The Provider shall also comply with 67 Pa. Code Chapter 43 (including but not limited to those portions pertaining to Registration Cards and Registration Plates). Where this agreement or other written PennDOT policies provide a more stringent standard of the Provider's performance and conduct than existing statutes or regulations, this agreement and its Program Requirements will apply.

9. Proof of Identification. The Provider shall require that each applicant for title or registration provide, at the time of making application, Proof of Identification that complies with PennDOT's Proof of Identification policies and shall verify the authenticity of each applicant's Proof of Identification document in the manner prescribed by the Program Requirements.

10. Updates to Program Requirements. PennDOT may, at any time, revise the Program Requirements by providing written notice of revisions to the Provider. PennDOT's notice will be effective upon issuance and must identify the date of the applicable revision. The Provider may terminate this agreement in accordance with section 24(a) if the Provider objects to or is unable to comply with PennDOT's revisions to the Program Requirements.

11. Security and Confidentiality of Information. The Provider shall maintain the highest degree of security over and confidentiality of information furnished by PennDOT and its customers and shall take all necessary steps to prevent the divulgence or use of the information in any form or manner not expressly permitted by this agreement.

12. PennDOT's Imposition of Sanctions. PennDOT may impose the following sanctions for the Provider's failure to comply with this agreement and the Program Requirements, the Vehicle Code, and PennDOT regulations:

- a. Suspension of the Provider's certificate of authority for the acts and omissions listed and for the periods specified in paragraph 16 and Exhibit C;
- b. Suspension of the Provider's certificate of authority indefinitely as provided in paragraph 17, or for failure to comply with this agreement and the Program Requirements, the Vehicle Code, and PennDOT's regulations, until the Provider complies; or
- c. Revocation of the Provider's certificate of authority for the acts and omission listed in paragraph 19 and exhibit D.

13. Provider's Remedies. The Provider's remedies for Suspension, Revocation, or Termination are limited to an appeal under 2 Pa.C.S. §§ 501-508 (relating to general rules of administrative practice and procedure of administrative agencies); 1 Pa. Code Part II (relating to general rules of administrative practice and procedure); and 67 Pa. Code Chapter 491 (relating to administrative practice and procedure), which the Provider may initiate by filing a written request for a hearing within 30 calendar days of the date of the notice provided by PennDOT.

14. Suspension. PennDOT may suspend the Provider's operations under this agreement on an interim basis prior to a hearing, where it determines that the Provider's conduct presents an

immediate and substantial threat of serious harm to the public or PennDOT's interests. Any interim suspension is subject to review as provided in 67 Pa. Code Chapter 491 (relating to administrative practice and procedure).

15. Sanctions. In the event the Provider commits multiple prohibited acts or omissions arising out of the same facts and circumstances, PennDOT may impose separate sanctions for each prohibited act or omission under the schedule attached as Exhibit C. PennDOT may also direct that suspensions be served concurrently or consecutively, and PennDOT may impose sanctions of lesser duration than those set forth above. PennDOT may impose a sanction in excess of those set forth in Exhibit C for the Provider's acts or omissions of the same nature as prior acts and omissions.

16. Grounds for Suspension. If the Provider engages in any of the prohibited acts or omissions, PennDOT may suspend the Provider's certificate of authorization in accordance with Exhibit C.

17. Period of Suspension. Notwithstanding any suspension period as described in Exhibit C, if the Provider has not remedied the act or omission resulting in suspension at the end of any suspension period, the suspension will continue beyond the suspension period stated above (or in PennDOT's notice) until the act or omission is fully remedied to PennDOT's satisfaction. If the Provider commits multiple prohibited acts or omissions arising under the same facts and circumstances, PennDOT may impose separate sanctions for each prohibited act or omission under the schedule attached as Exhibit C. PennDOT may also direct suspensions be served concurrently or consecutively at PennDOT's sole discretion. PennDOT may impose sanctions of a lesser duration than those set forth in Exhibit C. PennDOT may impose a sanction on the Provider in excess of those set forth in Exhibit C for acts or omissions of the same nature as prior acts and omissions.

18. Grounds for Suspension The acts and omissions found in Exhibit C are prohibited. If the Provider engages in any of the acts or omissions, alone or combined with other similar acts or omissions, PennDOT may suspend Provider's certificate of authorization in accordance with the schedule in Exhibit C.

19. Grounds for Revocation. If the Provider engages in any of the enumerated acts or omissions, alone or combined with other similar acts or omissions, PennDOT may revoke the Provider's certificate of authorization in accordance with the schedule attached as Exhibit D.

20. Surrender of Certificate and Materials. The Provider shall immediately surrender its certificate of authorization and PennDOT Products, for the duration of any period of suspension or revocation, and upon termination of this agreement.

21. Security. The Provider shall file and maintain with PennDOT a bond in the amount of \$30,000 for each of the Provider's Established Places of Business, so as to secure the faithful performance of this agreement and its Program Requirements. The bonds must be executed by a surety company authorized by law to transact business in this Commonwealth and must be for the use and benefit of the Commonwealth and persons who have sustained a monetary loss

attributable to the intentional or negligent conduct of the Provider, including but not limited to losses incurred in negotiating checks or other instruments drawn by the Provider, in accordance with 67 Pa. Code § 43.9(d). If the amount available under the bond is decreased, or if there is a final judgment outstanding on the bond, PennDOT may suspend or revoke the Provider's certificate of authorization until steps are taken, satisfactory to PennDOT, to restore the original amount of the bond, provide an additional bond, or satisfy the outstanding judgment. If the bond is terminated or becomes unsatisfactory for any reason, PennDOT may suspend the Provider's certificate of authorization until the Provider furnishes the Commonwealth with a satisfactory substitute bond in the amount required by PennDOT. PennDOT may increase the amount of financial security to be furnished under this section, and PennDOT may accept other forms of financial security (other than bonds), if approved in writing by PennDOT.

22. Commonwealth Standard Provisions. The Provider shall comply with the Commonwealth standard provisions attached as Exhibit E. As used in Exhibit E, the term Contractor means the Provider.

23. Compliance with Laws. The Provider shall comply with all applicable federal laws, state laws, regulations, and local ordinances in carrying out its obligations under this agreement, which now exist or may be enacted, promulgated, or implemented in the future.

24. Termination.

- a. Termination for Convenience.** Either party may terminate this agreement for convenience by providing 30 calendar days' notice to the other party. The Provider shall, upon the effective date of termination or expiration of this agreement, *immediately*, return all unissued Products and related materials to PennDOT.
- b. Termination for Good Cause.** PennDOT may terminate this agreement for good cause shown, including, but not be limited to:
 - 1. Revocation of the Provider's certificate of authority;
 - 2. Provider's failure to remedy a prohibited act or omission under paragraph 17 after an indefinite suspension has lasted for more than 60 days;
 - 3. Culpable conduct by the Provider in the performance of this agreement or conviction of a crime of such a nature that continuation of the contractual relationship is inimical to the interests of PennDOT; or
 - 4. Misrepresentation or fraud by the Provider in entering or administering the terms of this agreement.

25. Reapplication following Revocation. PennDOT, in its sole discretion, may consider the Provider's reapplication for a certificate of authorization following a revocation.

26. Amendments and Modifications. Except as provided in paragraph 32, no amendment or modification of this agreement is valid unless made in writing and signed by the parties with the same formality as this agreement.

27. Severability. The provisions of this agreement are severable. If any phrase, clause, sentence, or provision of this agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth and its applicability to any government, agency, person, or circumstance is held invalid, the validity of the remainder of this agreement and its applicability to any government, agency, person, or circumstance will not be affected.

28. No Waiver. Either party may elect not to enforce its rights and remedies under this agreement in the event of a breach by other parties of any term or condition of this agreement. In any event, the failure by either party to enforce its rights and remedies under this agreement may not be construed as a waiver of any subsequent breach of the same or any other term or condition of this agreement.

29. Independence of the Parties. Nothing contained in this agreement is intended or may be construed to, in any respect, create or establish the relationship of partners between the Provider and PennDOT, or as constituting PennDOT as the representative or general agent of the Provider.

30. Assignment. This agreement may not be assigned, either in whole or in part, without PennDOT's written consent.

31. Third Party Beneficiary Rights. This agreement does not create or confer any rights in or on persons or entities not a party to this agreement.

32. Notices. All notices and reports required under the provisions of this agreement must be in writing and given to the parties by regular mail, e-mail, or delivery in person:

If to PennDOT:

Address:

Email:

If to the Provider:

Address:

Email:

Either party may update this contact information without the need for formal amendment by providing the other party notice.

33. Force Majeure. Neither party will be liable for failure to perform under this agreement if a failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes,

and unusually severe weather. This provision will become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision will not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

34. Survival. The Provider's obligations under sections 8, 11, 20 and the indemnification provision of Exhibit E, survive termination or expiration of this agreement.

35. Integration and Merger. The parties intend this statement of their agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. It is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature. The parties also intend that this agreement may not be supplemented, explained, or interpreted by any evidence of trade usage or course of dealing. In entering this agreement, the parties did not rely upon oral or written statements or representations not contained within the document itself.

36. Counterparts. The parties may execute this agreement in counterparts, each of which is deemed an original and has the full force and effect as an original, but all of which constitute one and the same instrument.

37. Electronic Signatures. This agreement may be electronically signed in accordance with the Electronic Transactions Act, 73 P.S. § 2260.301, *et seq.*

[The remainder of this page is left blank intentionally.]

The parties, through their authorized representatives, have signed this agreement below.

PROVIDER

BY _____
Title: _____ DATE _____

If a Corporation, the Chairman, President, Vice-President, Senior Vice-President, Executive Vice-President, Assistant Vice-President, Chief Executive Officer or Chief Operating Officer must sign; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner may sign; if a limited liability company, only a member or managing member may sign. If another type of entity, please attach a resolution.

DO NOT WRITE BELOW THIS LINE—FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
DATE _____

Deputy Secretary
Driver and Vehicle Services or Designee

APPROVED AS TO FORM
AND LEGALITY

Office of Chief Counsel DATE

18-FA-67.2

Office of General Counsel DATE

18-FA-67.2

Office of Attorney General DATE

OGC Form No. 18-FA-67.2
Approved OAG 10/07/2025

Exhibit A

**Provider Application is on file and
available upon request.**

EXHIBIT “B”

APPENDIX I

PROGRAM REQUIREMENTS

REQUIREMENTS FOR IN STATE AGENTS (Sections 1-10 apply only to in state agents)

1. **APPLICATION REQUIREMENTS FOR IN STATE AGENTS**
 - a. Provider certifies that it or any of its owners, managers, or employees, is not under sanction or investigation by PennDOT or that it or any of its owners, managers or employee, has not previously been sanctioned by PennDOT for violations of the Vehicle Code (75 Pa.C.S. 101 et seq.), PennDOT Regulations, or any existing agreement with the Department of Transportation. Sanctions may not necessarily bar an agent from becoming a Provider, as PennDOT will consider each case on its own merits; however, that information could certainly preclude one from being a Provider, when in the best interests of PennDOT.
 - b. Provider shall provide the business name, address, phone number, fax number, email address, Federal ID number and all other information requested by PennDOT.
 - c. Provider shall provide the name and home address of all employees who will be involved in ownership, management and conducting the agent services and indicate the responsibilities each will have within the service.
 - d. Provider shall provide a letter or letters of reference from a bank or other financial institutions indicating that accounts of the applicant are handled in a satisfactory manner that is consistent with standard banking practices.
 - e. Provider shall provide three letters of reference from business concerns, on business stationery, attesting to the character of the Applicant.
 - f. Provider shall provide a notarized statement that no monies are due and owing the Commonwealth of Pennsylvania by the Applicant, the Applicant's business entity or by the owners and officers of the business.
 - g. Provider shall provide a completed MV-750 proving the Business is under contract for the Driver License Data Verification System (DLDV) with an approved Integrator.

2. GENERAL REQUIREMENTS FOR IN STATE AGENTS

- a. Provider shall be a notary public, or employ at least one notary public, licensed by the Department of State, Bureau of Commissions, Elections and Legislation, to be present at the premises during all hours of operation, unless Provider is licensed as a vehicle dealer by the State Board of Vehicle Manufacturers, Dealers, and Salespersons.
- b. Provider shall provide the name, address, signature, and the notary stamp of a notary public who will be engaged in or employed during the hours of operation of the notary service. A copy of the Notary Commission must also be provided. If verification in lieu of notarization is used, then a notary is not required for issuing agents who are licensed as a vehicle dealer by the State Board of Vehicle Manufacturers, Dealers and Salespersons or its employee which includes a business type of New Vehicle Dealer, Pre-Owed/Used Vehicle Dealer or Motorcycle dealer. If verification in lieu of notarization is used, Provider shall submit a written statement that this process will be used and provide the stamp indicating the dealer name and dealer ID number.
- c. Provider shall pay an assessment of \$60.00 to the Motor Vehicle Transaction Recovery Fund, in addition to any other license fees which may be required by PennDOT or law.
- d. Provider shall be responsible for all costs and fees associated with the operation of its business, including costs and fees associated with maintaining a bond in favor of PennDOT or otherwise complying with requirements imposed by PennDOT from time to time by way of amendments to these Program Requirements.
- e. No official or employee of the Commonwealth may enter into a contract with PennDOT to own or operate an agent or messenger service nor will an agent or messenger employ an official or employee of the Commonwealth.
- f. Provider shall enter all vehicle owner, vehicle, insurance, and driver information into PennDOT's online in-transit plate tracking system at the same time an in-transit plate is issued, so long as Provider has taken the steps necessary to issue in-transit plates. In order to be authorized to issue temporary in-transit plates (as currently described in 67 PA. CODE § 43.5(d) (2)(c), or any other applicable regulation), Provider shall: 1) apply and be approved, via contract, as an agent; or 2) be a participant in the Online Registration Program by entering into a contract with an approved integrator under the Online Registration Program; however, if Provider's certificate of authorization is suspended or revoked in accordance with the Agent Services Agreement of which these Program Requirements are a part ("Agreement"), or the Agreement is terminated, Provider agrees that it will be ineligible to participate in the Online Registration Program or as a Provider for the duration of any suspension, revocation, or termination.

- g. Provider shall require that each applicant for title and registration provide, at the time of making application, valid proof of identification to verify the identity of a person when completing or processing the application for title and registration. This verification process requires the business partner to use the Driver's License Data Verification (DLDV) System tool to electronically verify the PennDOT DL/ID product against the PennDOT record. The verification of identity system is available through the PennDOT-approved integrators listed on PennDOT's website at www.dmv.pa.gov.

The Following are acceptable as valid proof of Identification:

- i. A valid Pennsylvania Photo Driver's License;
 - ii. A valid Pennsylvania Photo Identification Card;
 - iii. A valid Pennsylvania Photo Exempt Driver's License;
 - iv. A valid Pennsylvania Photo Exempt Identification Card;
 - v. A valid Pennsylvania 15-day temporary internet driver license or identification card renewal credential and expired DL/ID;
 - vi. A valid Pennsylvania Camera Card and Pennsylvania Expired Identification Credential; or
 - vii. A valid U.S. Armed Forces Common Access Card – Dependents of Armed Forces personnel must provide a valid United States Uniformed Service Identification and Privilege Card (DD Form 1173); and each of the above documents must be in the same name as the name listed on the motor vehicle application. In addition, the address must be listed on the application as it appears on the above proof of ownership document.
- h. Provider shall provide agent services in accordance with PennDOT's policies and procedures as specified by PennDOT's website, Driver and Vehicle Services Update Bulletins, Agent Services Basic Title and Registration Course and Advanced Refresher Training Manual, which are attached to the Agreement and these Program Requirements, and Provider, including its owners, operators and employees, acknowledges receiving, reviewing and understanding these documents, which may be amended from time to time. When completing motor vehicle applications, agents are required to examine and analyze the identification credential for purposes of validation. It is essential the authorized agent properly identifies the person whose signature is being notarized or verified in lieu of notarization. Please be aware that an authorized agent may be held legally responsible for notarizing or verifying a document without first establishing a person's identity. In order to do this, the only documents that may be used to identify the individual making the application are a valid PA Photo Driver's License,

a valid PA Photo Identification Card, a valid PA Photo Exempt Driver's License, a valid PA Photo Exempt Identification Card, a valid Pennsylvania 15-day temporary internet driver license, or identification card renewal credential and expired DL/ID, a valid Pennsylvania Camera Card and Expired Identification Credential or a valid U.S. Armed Forces Common Access Card. Dependents of U.S. Armed Forces personnel must provide DD Form 1173. International Driver's Licenses will not be accepted and cannot be used to identify an individual making application. Issuing agents completing motor vehicle applications for title and registration shall maintain a front and back copy of the above stated proofs of identification for a period of three years from the date of application. If unsure of the validity of the credential, DO NOT PROCESS the title application. Processing applications for title and registration with any forms of identification other than those listed on this fact sheet, may result in the suspension or termination of your agent contract.

- i. Providers in the Online Registration Program shall also engage in the provision of such services and processing of motor vehicle title and registration applications in accordance with PennDOT's policies and procedures as specified by PennDOT's website, Driver and Vehicle Services Update Bulletins, Agent Services Basic Title and Registration Course and Advanced Refresher Training Manual, and Program Requirements.

3. ESTABLISHED PLACE OF BUSINESS AND RESTRICTED COUNTERSPACE REQUIREMENTS FOR IN STATE AGENTS

- a. Provider shall at all times maintain a facility acceptable in appearance to PennDOT and is in compliance with all applicable federal, state, and local laws, including local zoning ordinances and building codes, as well as all provisions of the agreement and these Program Requirements. Provider shall ensure that each location meets all requirements and must request PennDOT's approval prior to opening any additional location that Provider seeks to operate the Agent Service pursuant to this agreement. PennDOT does not permit any agent services to be conducted out of a personal residence.
- b. Each Agent Service facility requires adequate parking to accommodate the anticipated volume of business and must provide specified parking for persons with disabilities, in accordance with applicable standards promulgated by PennDOT and the Department of Labor and Industry, including but not limited to those standards set forth at 34 Pa. Code, Chapter 47.
- c. Each of Provider's facilities must include secure storage for temporary registration cards, license plates, permits and other products (collectively "product stock") designated by PennDOT and must be approved by PennDOT. Each of Provider's facilities must provide a separate storage

facility with solid door construction, secured hinges, secured ceiling and walls, deadbolt lock and interior construction adequate to store all documents to be submitted to PennDOT and all product stock. Adjustments may be made in storage facility requirements at PennDOT's discretion by way of amending these Program Requirements.

- d. Each of Provider's facilities must have a customer counter for customers to complete their paperwork. This counter area must be secured so that customers are unable to access any area behind it. Any computer at the customer counter workstation must be set up so that customers cannot see the information showing on the screen. This set up is especially important so that a customer working at one workstation cannot see the personal information of another customer at another workstation. Adjustments may be made in layout requirements if deemed desirable by PennDOT and justified by Provider.
- e. Each Agent Service facility must have active telephone service, a working fax machine, a working copy machine, a working color scanner, an office shredder, and an active electronic mail (email) account which Provider shall check on a regular basis. PennDOT, in its discretion, may require Provider to also have on-site a connection through a personal computer to the Internet, or may require other technology PennDOT may deem appropriate for the provision of agent services by way of the mechanism set forth in the agreement in which notice of those changes will be sent by email. If Provider issues temporary in-transit plates, then Provider shall maintain necessary connections consistent with the Online Registration Program requirements. Official communications from the Bureau of Motor Vehicles to Providers may come via Provider's registered e-mail address, as it appears on Page 1 of the Agent Service Agreement. Provider shall provide PennDOT with their email address and notify PennDOT immediately if the email address changes. Provider shall submit any changes to its email address in writing to the Department of Transportation, c/o the Bureau of Support Services, Contracts Unit, 1101 South Front Street, 4th Floor, Harrisburg, PA 17104, via email at RA-pdagentcontracts@pa.gov. or updated through PennDOT Dealer Agent Services (DAS) application.
- f. Provider shall submit photographs of the interior and exterior of the proposed place of business. The photographs must show the entrance way, exterior signs, phone and desk area (to include computer location/orientation), secure area for storage, customer counter and waiting area, and display of fees and charges relating to the issuance of temporary cards and plates.
- g. The agreement executed by Provider will apply to all approved agent services locations operated by Provider; however, prior to a change in the location of or establishment of any agent services business location, Provider shall submit to PennDOT all facility- related information

required as though Provider were making an initial application to provide agent services. PennDOT may approve or deny any relocation in its discretion.

- h. Provider shall submit notice to PennDOT of any change in ownership, location, email, staff engaged in the provision of services under the agreement, or duly authorized and currently licensed notary on staff, before or within 30 days of that change. Provider shall submit notice of any of these changes in writing to the Department of Transportation, c/o the Bureau of Support Services, Contracts Unit, 1101 South Front Street, 4th Floor, Harrisburg, PA 17104, via email at RA-pdagentcontracts@pa.gov. or updated through PennDOT Dealer Agent Services (DAS) application.
- i. Consistent with 67 Pa. Code § 43.6(b) or any other applicable regulation, PennDOT may provide temporary written authorization for a Provider to issue temporary registration plates at a location other than the approved locations of Provider for a period not to exceed one year by way of issuing a certificate of authorization. The privilege to issue temporary registration plates from a location other than Provider's approved locations is revocable if PennDOT finds that the dealer, manufacturer, or Provider has violated applicable provisions of the law, regulations, or this agreement, which provides that written authorization.

4. HOURS OF OPERATION - IN STATE AGENTS

- a. Provider shall ensure that each Agent Service facility is open to the public for business a minimum of 20 hours per week between the hours of 7:00 AM and 9:00 PM, or open to the public ten hours per week with an additional ten hours per week between the hours of 7:00 AM and 9:00 PM during which consumers may schedule an appointment. The facility may be closed for reasonable periods of time due to vacation or illness, subject to the signage requirements set forth below.
- b. The facility may be closed for reasonable periods of time due to vacation or illness, subject to the signage requirements.

5. PROVIDER/STAFFING REQUIREMENTS FOR IN STATE AGENTS

- a. Provider shall submit notice to PennDOT of any change in ownership, location, email, staff engaged in the provision of services under the agreement, or duly authorized and currently licensed notary on staff, at least 30 days prior to effective date of change.
- b. Provider shall ensure that all employees involved in providing agent services be familiar with all information and policies pertaining to the provision of agent services available in PennDOT's Driver and Vehicle Services Update bulletins, as well as any and all information and policies published on PennDOT's web site; contained in the PennDOT's Agent Services Basic Title and Registration Course and Advanced Refresher

Training Manual. The foregoing documents are a part of this Exhibit. Each individual engaged in the provision of service pursuant to the agreement and Program Requirements shall do so in the manner prescribed in each of these documents.

- c. Provider shall complete and shall ensure that each employee involved in providing agent services completes, the Agent Services Basic Title and Registration training course prior to Provider's or its employee's involvement in provision of services under the agreement and Program Requirements. Provider shall keep on file all certificates of completion of the required training courses for the duration of the agreement.
- d. Provider shall complete and shall ensure that each employee involved in providing agent services completes, the Agent Services Advanced Refresher training course at least once every two years following completion of the Agent Services Basic Title and Registration training course. Provider shall keep on file all certificates of completion of the required training courses for the duration of the agreement.
- e. Provider shall, at the time of application, and annually thereafter, obtain a criminal record check from the Pennsylvania State Police for all owners and operators, and at the time of hiring, and annually thereafter, for each of Provider's employees, who are involved in providing agent services. If an individual owner, officer, or employee is a resident of a state other than Pennsylvania, then a criminal background check from their state of residence shall also be provided. Provider shall ensure that all background checks be kept on file and Providers shall make those criminal record checks available to PennDOT upon request. Provider shall submit the criminal record checks for each prospective employee to PennDOT prior to the employee engaging in provision of services pursuant to this agreement. If a prior criminal conviction of any type or grade exists, Provider shall furnish the facts of the offense, and secure PennDOT approval before hiring or utilizing the person involved. The criminal record check must be no less than one year old at the time an application is submitted. Provider shall also comply with any additional background checks as specified in this agreement, or as may be required.
- f. No official or employee of the Commonwealth is eligible to enter into a contract with PennDOT to own or operate an agent service nor shall an agent service employ an official or employee of the Commonwealth.
- g. PennDOT may deem any individual who has engaged in conduct harmful to PennDOT, as described in this exhibit or in the Agent Services Agreement, ineligible to participate in the provision of services under any agreement with PennDOT.

- h. Provider shall, at the time of execution of this agreement, and annually thereafter, secure an affidavit from each person involved in providing the agent service that the person has read and understood: the Agent Services Agreement and its attachments (including but not limited to its Exhibit B, Program Requirements, that may be amended from time to time); the provisions of 75 Pa.C.S. Chapters 11 (relating to certificate of title and security interests), 13 (relating to registration of vehicles), 23 (relating to motor vehicle transaction recovery fund), and 75 (relating to authorization of agent and messenger services); 75 Pa.C.S. § 6114 (relating to limitation on sale, publication and disclosure of records); and 67 Pa. Code Chapter 43 (relating to temporary cards and plates). Provider shall retain the affidavits on file, at all times, for inspection upon request by PennDOT.
- i. Individuals who have engaged in the following activities may not be eligible to serve as an owner, manager, officer or employee providing agent services:

Misrepresentation, misstatement or fraud in Provider's application to provide agent services;

 - i. Conviction of a felony involving dishonesty or breach of trust;
 - ii. Having had an agent, card agent, messenger service, or on-line messenger agreement terminated or revoked by PennDOT in the past;
 - iii. Conduct harmful to PennDOT, as described herein or in the Agent Services Agreement;
 - iv. Conviction of a felony or misdemeanor relating to the titling, registration or collection of sales tax and fees for a vehicle, or conviction any other felony relating to motor vehicles;
 - v. Having been found to have engaged in odometer or Vehicle Identification Number (VIN) tampering; or
 - vi. Conviction of a crime under Title 18 of the Pennsylvania Consolidated Statutes, Annotated, or the criminal laws of the United States, where the crime violates any term or condition of the agreement or is of a nature that adversely impacts Provider's ability to fully perform the agreement or provide agent services in a secure manner.
- j. Provider shall maintain current and permanent personnel records for all persons responsible for the operation, supervision, or management of Provider's service center services under this agreement. Provider shall make personnel records available to PennDOT and authorized Commonwealth investigators upon request.

- k. Provider shall provide after hour emergency contact information.
- l. Provider shall supply to every employee and supervisor, including backup staff, a name plate or identification badge which shall be worn by all employees at all times while on duty so that each employee is readily identifiable by customers.

6. SIGNAGE AND MATERIALS - IN STATE AGENTS

- a. Provider shall at all times prominently display the hours of operation during which Provider's service is provided. If the facility is closed due to vacation or illness, the closure will be prominently posted at the entrance to the facility.
- b. Provider shall conspicuously post a schedule of PennDOT motor vehicle fees and fees charged by Provider for the five most common transactions for which services are provided on a sign at least three square feet in size (approximately 22" x 20") with lettering at least ¼ inch high. All signs and postings must clearly separate any PennDOT online service fees from other PennDOT services offered.
- c. All signs and postings must conform to the Americans with Disabilities Act Accessibility Guidelines (ADAAG) standards as required by the ADA. Current requirements can be seen at www.ada.gov. Provider shall be responsible for installation of all signs and postings.
- d. Provider shall prominently post the certificate of authorization for the agent service at the place of business.
- e. Provider shall submit all signing to PennDOT for prior approval.
- f. PennDOT may, in its discretion, to request the removal of any agent advertising or website information that is inaccurate, offensive, or deceptive.
- g. Provider shall prominently post the Fraud Tip Hotline information notice at Provider's place of business in clear view for the customers. The notice must contain the following wording:

"PennDOT WANTS TO HEAR FROM YOU! Agents are private businesses under contract with PennDOT. If you witness, suspect, or know of improper or suspicious activity or have concerns regarding motor vehicle or driver licensing paperwork, please contact PennDOT at PennDOTTip@state.pa.us. All reports will be kept confidential. When you contact us, please provide as much detail as possible. Please include your contact information as PennDOT may need to contact you for additional information."

7. RECORD RETENTION REQUIREMENTS FOR IN STATE AGENTS

Provider shall maintain the agent's copy of the temporary registration card or applicant summary sheet, original related documents including but not limited to bills of sale when the agent is also the dealer, a copy of the proof of identification (front and back) that complies with PennDOT's proof of identification policies set forth in the agreement, Driver License Data Verification (DLDV) sheet, and a copy of the documents used to verify financial responsibility, which complies with Chapter 1318 of the Pennsylvania Vehicle Code.

Provider shall submit the original proof of ownership document, after it is scanned with other paperwork with the transaction, with the proof of ownership cover sheet to your Integrators.

Provider shall retain these records for three years at the authorized place of business and be made available for inspection by law enforcement or an authorized representative of PennDOT. If Provider elects to retain required records in an electronic format, Provider shall comply with the "Document Imaging System Requirements" attached. At the end of the three-year period, Provider shall shred all personal customer information prior to disposal in a garbage receptacle, including but not limited to any document containing customer addresses, vehicle and driver information, employee notes that contain personal customer information and all copies of completed forms and documents that are being discarded. Alternatives to on-site shredding of documents can be discussed and may be approved only by PennDOT, in its discretion, but in no event will personal customer information be discarded without appropriate security measures.

8. SUBMISSION OF TRANSACTIONS BY IN STATE AGENTS

- a. Provider shall participate in the Online Registration Program (OLRP) to process and submit transactions to PennDOT electronically.
- b. Provider shall submit all completed applications and fees for vehicle registration to PennDOT within 20 calendar days of issuance of the temporary registration card, plate, or other product designated by PennDOT, either by authorized messenger service or by mail.
- c. If Provider has also contracted with PennDOT as a Messenger Service, in lieu of the foregoing 20 calendar days' requirement, Provider shall submit completed applications and fees within five calendar days in accordance with the requirements of the Messenger Service Agreement.
- d. IProvider shall process and input all transactions associated with vehicle titling transactions to PennDOT using the applicable online Interface no later than the close of business 15 days following the date of the transaction.

- i. Once a temporary registration plate is issued to a customer, the submission timeframe starts from the date the temporary registration plate is issued.
 - ii. If the transaction goes to another Provider to process, they must follow processing requirement due dates from when the temporary registration plate or sale occurred. At no time would the submission timeframe start over.
 - iii. If the other Provider is a messenger service, they must submit that application within five calendar days to PennDOT from when the application was received by the Messenger Service.
- f. Provider shall maintain a 98% quality rating of transactions processed online by Providers employees that are added to their Agent Services Agreement.
- g. Provider's failure to comply with a 98% quality rating may result in a written warning, required to have Provider employees attend basic agent training, have their agent services agreement suspended, removal of certain transaction access, up to and including revocation of the agent services agreement.
- h. PennDOT will conduct regular Quality Control audits of online transactions. If Provider doesn't comply with the 98% quality rating, PennDOT shall communicate errors to Provider and conduct a re-audit to ensure compliance. Provider shall maintain in the first year of signing the new agreement an 80% quality rating, in the second year 90%, and in the third year and after 98%.
 - i. Provider shall immediately scan and submit scanned documents to the Integrator as part of the online transaction utilizing digital imaging technology as outlined by your Integrator.
 - i. Provider shall ensure that each Agent Service facility has a working scanner with a scan resolution at least 600 DPI and scan in color. All scans must be done in color.
 - ii. Provider shall keep all original documents, except for the proof of ownership document (certificate of title or salvage) at the approved agent location for three years.
 - iii. Provider shall always mail the Proof of Ownership document to an approved Integrator.
 - (a) Provider need not make copies of the paperwork or proof of ownership document because they will be scanned with the transaction.

- (b) Provider shall scan all paperwork and proof of ownership documents as part of transaction
 - (c) Provider shall file the original paperwork at your location and keep for three years.
 - (d) Provider shall send the proof of ownership cover sheet (showing WID) and the proof of ownership document to Integrator.
- iv. If Provider chooses the document imaging option under Exhibit B, Provider may scan documents as part of transaction, and keep all originals for six months. After six months, Provider shall keep the scanned images for three years. The proof of ownership documents and cover sheet must still be sent to the approved integrator.
 - (a) Provider shall maintain paper copies (agent's yellow copy or applicant summary sheet) for six months after completion or issuance of the application for title or registration and all supporting documents. The Authorized Agent shall check all imaged documents to confirm images are clear, legible, and free of distortion (image quality).
 - (b) PennDOT will continue to conduct administrative audits of Authorized Agent transactions and supporting documentation. The Authorized Agent shall provide access to electronic images to a PennDOT representative to be reviewed during the audit process to ensure the agent is in compliance with all applicable policies, processes, requirements, and law.

9. SECURITY REQUIREMENTS FOR IN STATE AGENTS

- a. At the close of the hours of operation of Provider service, Provider shall place all temporary cards, plates, permits, or other products designated by PennDOT in the place of secured storage approved by PennDOT.
- b. Supplies of temporary cards, plates, permits, or other products designated by PennDOT may not be held or placed at any time on any workstation area within the grasp of the public. Provider shall ensure that individual temporary cards, plates, permits, or other Products designated by PennDOT are at no time to be left unattended on any workstation area within the reach of the public.
- c. If temporary cards, registration plates, permits, or other products designated by PennDOT are lost or stolen, Provider shall notify PennDOT of the loss or theft immediately after discovery of the loss. This notice

must be in the form of an affidavit and give complete details of the loss or theft of the materials. In the event of theft, Provider shall report the theft to appropriate police officials immediately upon discovery and submit the police report to PennDOT within ten days of the theft. Provider's failure to comply with the loss or theft of materials reporting requirement of this paragraph will be a ground for suspension of Provider's certificate of authorization for a period of four months.

10. AUDITS OF IN STATE AGENTS

- a. PennDOT may make unannounced visits to audit, observe, and inspect Provider's agent service operations. Temporary registration plates and related documents will be available for inspection, with or without notice, by authorized Commonwealth employees or designees, including law enforcement officers or officials.
- b. Records required by PennDOT to be maintained by Provider in carrying out the duties, responsibilities and obligations under this agreement are subject to periodic inspection by authorized representatives of the Commonwealth or designated personnel under the following conditions:
 - i. Place – The inspection may be conducted at Provider's place of business.
 - ii. Time – The inspection may be conducted during regular business hours.
 - iii. Scope – The inspection may include but not be limited to examination of the records (including all applications for titles and registrations and required supporting documents), plates, permit, or other Products designated by PennDOT; or any inventory which is subject to the record keeping requirements of this agreement and PennDOT regulations. Based on initial findings, the inspection may be expanded to include investigation of other violations of the agreement or any other PennDOT agreement, laws, regulations or policies.

PROGRAM REQUIREMENTS FOR OUT OF STATE AGENTS (Sections 11-20 apply only to out of state agents)

11. APPLICATION REQUIREMENTS – OUT OF STATE AGENTS

- c. To be a Provider an Applicant shall self-certify that neither it nor any of its owners, managers, or employees, is under sanction or investigation by the Pennsylvania Department of Transportation (PennDOT) and that neither it nor any of its owners, managers, or employees, has previously been sanctioned by PennDOT for violations of the Vehicle Code (75 Pa.C. S. 101 et seq.), PennDOT Regulations, or any existing agreement with PennDOT. In addition, an Applicant shall self-certify that neither it

nor any of its owners, managers, and employees are under sanction or investigation, and that neither it nor any of its owners, managers, or employees has been previously sanctioned or investigated, by the jurisdiction in which the business is located. If any of its owners, managers, or employees have been sanctioned or investigated, or is currently subject to sanctions or investigations, describe the circumstances giving rise to the sanction or investigation and the nature of any sanction imposed. Sanctions may not necessarily bar an applicant from becoming a Provider, as PennDOT will consider each case on its own merits; however, that information could certainly preclude an Applicant from being a Provider, when in the best interests of PennDOT.

- d. Applicants shall provide the business name, address, phone number, fax number, email address, Federal ID number, and all other information requested by PennDOT.
- e. An Applicant shall provide the name and home address of all employees who will be involved in ownership, management, and conducting the agent services and indicate the responsibilities each will have within the service.
- f. An Applicant shall provide a letter or letters of reference from a bank or other financial institution indicating that accounts of the applicant are handled in a satisfactory manner that is consistent with standard banking practices.
- g. Applicant shall provide three letters of reference from business with which it has conducted business, on business stationery, attesting to the character of the Applicant.
- h. Applicant shall provide a notarized statement that no monies are due and owing the Commonwealth of Pennsylvania by the Applicant, the Applicant's business entity, or by the owners and officers of the business.
- i. Applicant shall provide a completed MV-750 proving the Business is under contract for the Driver License Data Verification System (DLDV) with an approved Integrator.

12. GENERAL REQUIREMENTS – OUT OF STATE AGENTS

- a. Provider shall be a notary public, or employ at least one notary public, licensed within its jurisdiction, to be present at the premises during all hours of operation. Providers shall provide the name, address, signature, and the notary stamp of a notary public who will be engaged in or employed during the hours of operation of the notary service. A copy of the Notary Commission must also be provided.

- b. Provider shall pay an assessment of \$60.00 to the Motor Vehicle Transaction Recovery Fund, in addition to any other license fees which may be required by PennDOT or law.
- c. Provider shall be responsible for all costs and fees associated with the operation of its business, including costs and fees associated with maintaining a bond in favor of PennDOT or otherwise complying with requirements imposed by PennDOT from time to time by way of amendments to these Program Requirements.
- d. No official or employee of the jurisdiction will be eligible to enter into a contract with PennDOT to own or operate an agent or messenger service nor shall an agent or messenger employ an official or employee of the jurisdiction or officials and employees of Provider's home jurisdiction as well.
- e. Provider shall require that each applicant for title and registration provide, at the time of making application, valid proof of identification to verify the identity of a person when completing/processing the application for title and registration. This verification process requires the business partner to use the Driver's License Data

Verification (DLDV) System tool to electronically verify the PennDOT DL/ID product against the PennDOT record. The verification of identity system is available through the PennDOT-approved integrators listed on PennDOT's website at www.dmv.pa.gov.

The following are acceptable as valid proof of identification:

- i. A valid Pennsylvania Photo Driver's License;
- ii. A valid Pennsylvania Photo Identification Card;
- iii. A valid Pennsylvania Photo Exempt Driver's License;
- iv. A valid Pennsylvania Photo Exempt Identification Card;
- v. A valid Pennsylvania 15-day temporary internet driver license or identification card renewal credential and expired DL/ID;
- vi. A valid Pennsylvania Camera Card and Expired Pennsylvania Identification Credential;
- vii. A valid U.S. Armed Forces Common Access Card – Dependents of Armed Forces personnel must provide a Valid United States Uniformed Service Identification and Privilege Card (DD Form 1173); and each of the above documents must be in the same name as the name listed on the motor vehicle application. In addition, the address must be listed on the application as it appears on the above proof of ownership document.

- f. Provider shall provide agent services in accordance with PennDOT's policies and procedures as specified by the Department's website, Driver and Vehicle Services Update Bulletins, Agent Services Basic Title and Registration Course and Advanced Refresher Training Manual, which are attached as part of the agreement and these Program Requirements, and Provider, including its owners, operators and employees, acknowledges receiving, reviewing and understanding these documents, which may be amended from time to time.
- g. When completing motor vehicle applications, agents shall examine and analyze the identification credential for purposes of validation. It is essential the authorized agent properly identifies the person whose signature is being notarized or verified in lieu of notarization. Please be aware that an authorized agent may be held legally responsible for notarizing or verifying a document without first establishing a person's identity. In order to do this, the only documents that may be used to identify the individual making the application are a valid PA Photo Driver's License, a valid PA Photo Identification Card, a valid PA Photo Exempt Driver's License, a valid PA Photo Exempt Identification Card, a valid Pennsylvania 15-day temporary internet driver license or identification card renewal credential and expired DL/ID, a valid Pennsylvania Camera Card and Expired Identification Credential or a valid U.S. Armed Forces Common Access Card. Dependents of U.S. Armed Forces personnel must provide DD Form 1173. International Driver's Licenses will not be accepted and cannot be used to identify an individual making application. Issuing agents completing motor vehicle applications for title and registration shall maintain a front and back copy of the above stated proofs of identification for a period of three years from the date of application. If unsure of the validity of the credential, DO NOT PROCESS the title application. Processing applications for title and registration with any forms of identification other than those listed on this fact sheet, may result in the suspension or termination of your agent contract.
- h. Providers in the Online Registration Program will also engage in the provision of the services and processing of motor vehicle title and registration applications in accordance with PennDOT's policies and procedures as specified by PennDOT's website, Driver and Vehicle Services Update Bulletins, Agent Services Basic Title and Registration Course and Advanced Refresher Training Manual, and Program Requirements.

Provider shall provide agent services in accordance with PennDOT's policies and procedures as specified by the PennDOT's website, Driver and Vehicle Services Update Bulletins, Agent Services Basic Title and Registration Course and Advanced Refresher Training Manual, which are attached to the agreement and these Program Requirements, and Provider, including its owners, operators, and employees, acknowledges receiving, reviewing and understanding these documents, which may be amended from time to time.

When completing motor vehicle applications, agents are required to examine and analyze the identification credential for purposes of validation. It is essential the authorized agent properly identifies the person whose signature is being notarized or verified in lieu of notarization. Please be aware that an authorized agent may be held legally responsible for notarizing or verifying a document without first establishing a person's identity. In order to do this, the only documents that may be used to identify the individual making the application are a valid PA Photo Driver's License, a valid PA Photo Identification Card, a valid PA Photo Exempt Driver's License, a valid PA Photo Exempt Identification Card, a valid Pennsylvania 15-day temporary internet driver license or identification card renewal credential and expired DL/ID, a valid Pennsylvania Camera Card and Expired Identification Credential or a valid

U.S. Armed Forces Common Access Card. Dependents of U.S. Armed Forces personnel must provide DD Form 1173. International Driver's Licenses will not be accepted and cannot be used to identify an individual making application. Issuing agents completing motor vehicle applications for title and registration must maintain a front and back copy of the above stated proofs of identification for a period of three years from the date of application. If unsure of the validity of the credential, DO NOT PROCESS the title application. Processing applications for title and registration with any forms of identification other than those listed on this fact sheet, may result in the suspension or termination of your agent contract.

- i. Providers in the Online Registration Program shall also engage in the provision of the services and processing of motor vehicle title and registration applications in accordance with PennDOT's policies and procedures as specified by PennDOT's website, Driver and Vehicle Services Update Bulletins, Agent Services Basic Title and Registration Course and Advanced Refresher Training Manual, and Program Requirements.

13. FACILITY REQUIREMENTS FOR OUT OF STATE AGENTS

- j. Provider shall at all times maintain a facility which is acceptable in appearance to PennDOT and is in compliance with all applicable federal, state and local laws, including local zoning ordinances and building codes, as well as all provisions of the agreement and these Program Requirements. Provider shall ensure that each location meets all requirements and must request PennDOT's approval prior to opening any additional location that Provider seeks to operate the Agent Service pursuant to this agreement. PennDOT does not permit agent services to be conducted out of a personal residence.
- k. Provider shall ensure each Agent Service facility has adequate parking to accommodate the anticipated volume of business and shall provide specified parking for persons with disabilities, in accordance with applicable standards promulgated by PennDOT of Labor and Industry, including but not limited to those standards set forth at 34 Pa. Code, Chapter 47.

- l. Provider shall ensure each of its facilities includes secure storage for temporary registration cards, license plates, permits, and other products (collectively “product stock”) designated by PennDOT and shall be approved by PennDOT. Provider shall ensure each of its facilities provide a storage facility with solid door construction, secured hinges, secured ceiling and walls, deadbolt lock and interior construction adequate to store all documents to be submitted to PennDOT and all product stock. Adjustments may be made in storage requirements if deemed desirable by PennDOT and justified by the applicant by way of amending these Program Requirements.
- m. Provider shall ensure each of its facilities have a customer counter for customers to complete their paperwork and secured so that customers are unable to access any area behind it. Any computer at the customer counter workstation is to be set up so that customers cannot see the information showing on the screen. This set up is especially important so that a customer working at one workstation cannot see the personal information of another customer at another workstation. Adjustments may be made in layout requirements if deemed desirable by PennDOT and justified by Provider.
- n. Provider shall ensure each of its facilities have active telephone service, a working fax machine, a working copy machine, a working scanner, an office shredder, and an active electronic mail (email) account which Provider shall check on a regular basis. PennDOT, in its discretion, may require Provider to also have on-site a connection through a personal computer to the Internet, or may require other technology PennDOT may deem appropriate for the provision of agent services by way of the mechanism set forth in the agreement in which notice of those changes will be sent by e-mail. If the Provider issues temporary in-transit plates, then Provider will maintain necessary connections consistent with the Online Registration Program requirements. Official communications from the Bureau of Motor Vehicles to Providers may come via Provider’s registered email address, as it appears on Page 1 of the Agent Service Agreement. Provider shall provide PennDOT with their email address and must update PennDOT immediately if the email address changes. Provider shall notify PennDOT in writing of any changes to its email address, c/o the Bureau of Support Services, Contracts Unit, 1101 South Front Street, 4th Floor, Harrisburg, PA 17104, via email at RA-pdagentcontracts@pa.gov. or updated through PennDOT Dealer Agent Services (DAS) application.
- o. Provider shall submit photographs of the interior and exterior of the proposed place of business that show the entrance way, exterior signs, phone, and desk area (to include computer location/orientation), secure area for storage, customer counter, and waiting area, and display the fees and charges relating to the issuance of temporary cards and plates.
- p. The agreement executed by Provider will apply to all approved agent services locations operated by Provider; however, prior to a change in the location of or establishment of any agent services business location, Provider shall submit

to PennDOT all facility-related information required as though Provider were making an initial application to provide agent services. PennDOT may approve or deny any relocation in its discretion.

- q. Provider shall submit notice to PennDOT of any change in ownership, location, email, staff engaged in the provision of services under the agreement, or duly authorized and currently licensed notary on staff, before or within 30 days of that change. Provider shall submit notice of any changes in writing to the Department of Transportation, c/o the Bureau of Support Services, Contracts Unit, 1101 South Front Street, 4th Floor, Harrisburg, PA 17104, via email at RA-pdagentcontracts@pa.gov. or updated through PennDOT Dealer Agent Services (DAS) application.
- r. Consistent with 67 Pa. Code § 43.6(b) or any other applicable regulation, PennDOT may provide temporary written authorization for a Provider to issue temporary registration plates at a location other than the approved locations of Provider for a period not to exceed one year by way of issuing a certificate of authorization. The privilege to issue temporary registration plates from a location other than Provider's approved locations is revocable if PennDOT finds that the dealer, manufacturer or Provider has violated applicable provisions of the law, regulations or this agreement, which provides that written authorization.

14. HOURS OF OPERATION – OUT OF STATE AGENTS

- a. Provider shall ensure that each Agent Service facility is open to the public for business a minimum of 20 hours per week between the hours of 7:00 AM and 9:00 PM, or open to the public ten hours per week with an additional ten hours per week between the hours of 7:00 AM and 9:00 PM during which consumers may schedule an appointment.
- b. The facility may be closed for reasonable periods of time due to vacation or illness, subject to the signage requirements.

15. PROVIDER/ STAFFING REQUIREMENTS FOR OUT OF STATE AGENTS

- a. Provider shall submit notice to PennDOT of any change in ownership, location, email, staff engaged in the provision of services under the agreement, or duly authorized and currently licensed notary on staff, at least 30 days prior to effective date of change.
- b. Provider shall ensure that all employees involved in providing agent services be familiar with all information and policies pertaining to the provision of agent services available in PennDOT's Driver and Vehicle Services Update bulletins, as well as any and all information and policies published on the PennDOT's website; contained in PennDOT's Agent Services Basic Title and Registration Course and Advanced Refresher Training Manual. The foregoing documents are made part of this Exhibit. Each individual

engaged in the provision of service pursuant to the agreement and Program Requirements shall do so in the manner prescribed in each of these documents.

- c. Provider shall complete, and shall ensure that each employee involved in providing agent services completes, the Agent Services Basic Title and Registration training course prior to Provider's or its employee's involvement in provision of services under the agreement and Program Requirements. Provider shall keep on file all certificates of completion of the required training courses for the duration of the agreement.
- d. Provider shall complete, and shall ensure that each employee involved in providing agent services completes, the Agent Services Advanced Refresher training course at least once every two years following completion of the Agent Services Basic Title and Registration training course. Provider shall keep on file all certificates of completion of the required training courses for the duration of the agreement.
- e. Provider shall, at the time of application, and annually thereafter, obtain a criminal background check from the Pennsylvania State Police and a criminal background check from the state in which the business is located for all owners and operators, and at the time of hiring, and annually thereafter, for each of Provider's employees, who are involved in providing agent services. If an individual owner, officer or employee is a resident of a jurisdiction other than Pennsylvania or the jurisdiction where the business is located, then a criminal background check from their state of residence must also be provided. Provider shall keep background checks on file and the criminal record checks available to PennDOT upon request. Provider shall submit the criminal record check(s) for each prospective employee to PennDOT prior to the employee engaging in provision of services pursuant to this agreement. If a prior criminal conviction of any type or grade exists, the Provider shall furnish the facts of the offense, and secure PennDOT approval before hiring or utilizing the person involved. The criminal record check must be no less than one year old at the time an application is submitted. Provider shall also comply with any additional background checks as specified in this Program Requirements, or as may be otherwise required.
- f. PennDOT may deem any individual who has engaged in conduct harmful to PennDOT, as described in this exhibit or in the Agent Services Agreement, ineligible to participate in the provision of services under any agreement with PennDOT.
- g. Provider shall, at the time of application, and annually thereafter, secure an affidavit from each person involved in providing the agent service that the person has read and understood: the Agent Services Agreement and its attachments (including but not limited to its Exhibit B, Program Requirements, that may be amended from time to time); the provisions of 75 Pa. C.S. Chapters 11 (relating to certificate of title and security interests), 13 (relating

to registration of vehicles), 23 (relating to motor vehicle transaction recovery fund), and 75 (relating to authorization of agent and messenger services); 75 Pa.C.S. § 6114 (relating to limitation on sale, publication and disclosure of records); and 67 Pa. Code Chapter 43 (relating to temporary cards and plates). Provider shall retain the affidavits on file, at all times, for inspection upon request by PennDOT.

- h. Provider shall, at the time of application, and annually thereafter, secure a signed On-Line Program PennDOT Inquiry Information Confidentiality Policy for each person involved in providing On-Line agent services. Provider shall retain the affidavits on file, at all times, for inspection upon request by PennDOT.

- i. Individuals who have engaged in the following activities will not be eligible to serve as an owner, manager, officer or employee providing agent services:

Misrepresentation, misstatement or fraud in Provider's application to provide agent services;

- i. Conviction of a felony involving dishonesty or breach of trust;
- ii. Having had an agent, card agent, messenger service, or on-line messenger agreement terminated or revoked by PennDOT in the past;
- iii. Conduct harmful to PennDOT, as described herein or in the Agent Services Agreement;
- iv. Conviction of a felony or misdemeanor relating to the titling, registration or collection of sales tax and fees for a vehicle, or conviction any other felony relating to motor vehicles;
- v. Having been found to have engaged in odometer or Vehicle Identification Number (VIN) tampering; or Conviction of a crime under Title 18 of the Pennsylvania Consolidated Statutes, Annotated, or the criminal laws of the United States, where the crime violates any term or condition of the agreement or is of a nature that adversely impacts Provider's ability to fully perform the agreement or provide agent services in a secure manner.

- k. Provider shall maintain current and permanent personnel records for all persons responsible for the operation, supervision or management of Provider's service center services under this agreement. Provider shall make all personnel records available to PennDOT and authorized Commonwealth investigators upon request.

- l. Provider shall provide PennDOT with after hour emergency contact information.
- m. Provider shall supply to every employee and supervisor, including backup staff, a name plate or identification badge which will be worn by all employees at all times while on duty so that each employee is readily identifiable by customers.

16. SIGNAGE AND MATERIALS – OUT OF STATE AGENTS

- a. Provider shall at all times prominently display the hours of operation during which Provider's service is provided. If the facility is closed due to vacation or illness, the closure will be prominently posted at the entrance to the facility.
- b. Provider shall conspicuously post a schedule of PennDOT motor vehicle fees and fees charged by Provider for the five most common transactions for which services are provided on a sign at least three square feet in size (approximately 22" x 20") with lettering at least ¼ inch high. Provider shall clearly separate any PennDOT online service fees from other PennDOT services offered.
- c. Provider shall ensure that all signs and postings conform to the Americans with Disabilities Act Accessibility Guidelines (ADAAG) standards as required by the ADA. Current requirements may be seen at www.ada.gov. Provider is responsible for installation of all signs and postings.
- d. Provider shall prominently post the certificate of authorization for the agent service at the place of business.
- e. Provider shall submit all signing to PennDOT for prior approval.
- f. PennDOT reserves the right, in its discretion, to request the removal of any agent advertising or website information that is inaccurate, offensive or deceptive.
- g. Provider shall prominently post the Fraud Tip Hotline information notice at Provider's place of business in clear view for the customers containing the following wording:

"PennDOT WANTS TO HEAR FROM YOU! Agents are private businesses under contract with PennDOT. If you witness, suspect, or know of improper or suspicious activity or have concerns regarding motor vehicle or driver licensing paperwork, please contact PennDOT at PennDOTTip@state.pa.us. All reports will be kept confidential. When you contact us, please provide as much detail as possible. Please include your contact information as PennDOT may need to contact you for additional information."

17. RECORD RETENTION REQUIREMENTS FOR OUT OF STATE AGENTS

Provider shall maintain the agent's copy of the temporary registration card or applicant summary sheet, original related documents including but not limited to bills of sale when the agent is also the dealer, a copy of the proof of identification (front and back) that complies with the Department's proof of identification policies set forth in the agreement, Driver License Data Verification (DLDV) sheet, and a copy of the documents used to verify financial responsibility, which complies with Chapter 1318 of the Pennsylvania Vehicle Code.

Provider shall submit the original proof of ownership document, after scanned with other paperwork with the transaction, with the proof of ownership cover sheet to your Integrators.

Provider shall retain these records for three years at the authorized place of business and make records available for inspection by law enforcement or an authorized representative of PennDOT. If Provider elects to retain required records in an electronic format, Provider shall comply with the attached "Document Imaging System Requirements." At the end of the three-year period, Provider shall shred all personal customer information prior to disposal in a garbage receptacle, including but not limited to any document containing customer addresses, vehicle and driver information, employee notes that contain personal customer information and all copies of completed forms and documents that are being discarded. Alternatives to on-site shredding of documents may be discussed and approved only by PennDOT, in its sole discretion, but in no event shall Provider discard personal customer information without appropriate security measures.

18. SUBMISSION OF TRANSACTIONS BY OUT OF STATE AGENTS

- a. PennDOT, in its sole discretion, may require Provider to participate in the Online Registration Program (OLRP) or to process and submit any transaction to PennDOT electronically.
- b. Provider shall submit completed applications and fees for vehicle registration to PennDOT as soon as practicable, but in all cases within 20 calendar days of issuance of the temporary registration card, plate or other product designated by PennDOT, either by authorized messenger service or by mail.
- c. If Provider has also contracted with PennDOT as a Messenger Service, in lieu of the foregoing 20 calendar days' requirement, Provider shall submit completed applications and fees within five calendar days in accordance with the requirements of the Messenger Service Agreement.
- d. Providers in the Online Registration Program shall process and input all transactions associated with vehicle titling transactions to PennDOT using the applicable online Interface no later than the close of business 15 days following the date of the transaction.

- i. Once a temporary registration plate is issued to a customer, the submission timeframe starts from the date the temporary registration plate is issued.
 - ii. If the transaction goes to another Provider to process, they must follow processing requirement due dates from when the temporary registration plate /sale occurred. At no time would the submission timeframe start over.
 - iii. If the other Provider is a messenger service, they must submit that application within 5 calendar days to PennDOT from when the application was received by the Messenger Service.
- e. Provider in the Online Registration Program shall maintain a 98% quality rating of transactions processed online by Providers' employees that are added to their Agent Services Agreement.
- f. If Provider doesn't comply with a 98% quality rating may result in a written warning, required to have Provider employees attend basic agent training, have their agent services agreement suspended, removal of certain transaction access, up to and including revocation of the agent services agreement.
- g. PennDOT will conduct regular Quality Control audits of online transactions. If Provider doesn't comply with the 98% quality rating, PennDOT will communicate errors to Provider and conduct a re-audit to ensure compliance.
 - i. Provider shall scan immediately and submit documents to the Integrator as part of the online transaction utilizing digital imaging technology as outlined by your Integrator.
 - ii. Provider shall ensure each Agent Service facility has a working scanner with a scan resolution at least 600 DPI and with the ability to scan in color. All scans must be done in color.
 - iii. Provider shall keep all original documents, except for the proof of ownership document (certificate of title or salvage) at the approved agent location for three years.
 - iv. Provider shall still mail the Proof of Ownership document to an approved Integrator. Include proof of ownership cover sheet (showing WID) with proof of ownership document to Integrator.
 - v. Provider doesn't need to make copies of the paperwork or proof of ownership document because they will be scanned with the transaction.
 - vi. Provider shall scan all paperwork and proof of ownership documents as part of the transaction.

- vii. Provider shall file the original paperwork at its location and keep for three years.
- viii. Send the proof of ownership cover sheet (showing WID) and the proof of ownership document to Integrator.
- ix. If Provider chooses the document imaging option under Exhibit B, Provider may scan documents as part of transaction, keep all originals for six months. After six months, Provider shall keep the scanned images for three years. The proof of ownership documents and cover sheet shall still be sent to the approved integrator.
- x. The Authorized Agent shall maintain paper copies (agent's yellow copy or applicant summary sheet) for six months after issuance of the application for title or registration and all supporting documents. The Authorized Agent shall check all imaged documents to confirm images are clear, legible, and free of distortion (image quality).
- xi. PennDOT will continue to conduct administrative audits of Authorized Agent transactions and supporting documentation. The Authorized Agent will provide access to electronic images to a PennDOT representative to be reviewed during the audit process to ensure the agent is in compliance with all applicable policies, processes, requirements and law.

19. SECURITY REQUIREMENTS FOR OUT OF STATE AGENTS

- a. At the close of the hours of operation of Provider service, Provider shall place all temporary cards, plates, permits, or other products designated by PennDOT in the place of secured storage approved by PennDOT.
- b. Provider may not hold or place supplies of temporary cards, plates, permits, or other products designated by PennDOT on any workstation area within reach of the public at any time. Additionally, Provider may not leave individual temporary cards, plates, permits, or other products designated by PennDOT unattended on any workstation area within reach of the public.
- c. If temporary cards, registration plates, permits or other products designated by PennDOT are lost or stolen, Provider shall notify PennDOT of the loss or theft immediately after discovery. Provider's notice must be in the form of an affidavit and must give complete details of the loss or theft of the materials. In the event of theft, Provider shall report the theft to appropriate police officials immediately upon discovery and shall submit the police report to PennDOT within ten days of the theft. Provider's failure to comply with the loss or theft of materials reporting requirement of this paragraph is a ground for suspension of Provider's certificate of authorization for a period of four months.

20. AUDITS OF OUT OF STATE AGENTS

- a. PennDOT may make unannounced visits to audit, observe and inspect Provider's agent service operations. Provider shall make temporary registration plates and related documents available for inspection, with or without notice, by authorized jurisdiction employees or designees, including law enforcement officers or officials.
- b. Provider shall maintain records required by PennDOT relating to Provider's duties, responsibilities, and obligations under this agreement. Provider's records will be subject to periodic inspection by authorized representatives of the Commonwealth or designated personnel under the following conditions:
 - i. Place – The inspection may be conducted at Provider's place of business.
 - ii. Time – The inspection may be conducted during regular business hours.
 - iii. Scope – The inspection may include but not be limited to examination of the records (including all applications for titles and registrations and required supporting documents), plates, permit(s) or other products designated by PennDOT; or any inventory which is subject to the record keeping requirements of this agreement and PennDOT regulations. Based on initial findings, the inspection may be expanded to include investigation of other violations of the agreement or any other PennDOT agreement, laws, regulations, or policies.

Exhibit B

APPENDIX II

Commonwealth of Pennsylvania
Department of Transportation

**Document Scanning and Imaging
Supplemental Agent Services
Business Requirements**

Exhibit B
Appendix
II

Electronic Document Management Requirements and Standards

Contents

1. General Information

- 1.1 Background
- 1.2 Document Scanning and Imaging, Scanning and Security Requirements for Authorized Agent Services
- 1.3 Use of PennDOT Customer Documents and Information
- 1.4 Security
- 1.5 Incident Reporting
- 1.6 Agent Requirements, Records Retention and Quality Control

1. General Information

1.1 Background

The need for electronic document management technology stems from the need to reduce the volume of paper exchanged, improve business efficiency, and to comply with State and Federal laws for document retention and discovery. This document outlines standards for PennDOT's electronic document management system and processing requirements. The Intent is to implement systems that ensure the confidentiality of our customers and the integrity of our business transactions.

The Intent is to implement systems that ensure the confidentiality of our customers and the integrity of our business transactions. This exhibit is only for agents who are approved online agents through the Online Registration Program ("Authorized Agent").

In addition, PennDOT only allows PennDOT authorized third-party qualified service providers who (a) establish and maintain a direct, secure connection to PennDOT's Motor Vehicle & Driver License (MVDLS) system for the submission, processing, and receipt of motor vehicle related transactions and data, and (b) provides and manages electronic document imaging and PennDOT authorized agent scanning service ("Online Program Integrators") to provide imaging and electronic document storage. PennDOT may update these requirements periodically in the future. Online Program Integrators must have executed an Integrator agreement with PennDOT.

1.2 Document Scanning and Imaging, Scanning and Security Requirements for PennDOT Authorized Online Agent Services

Image retention and physical document retention rules are a critical part of the agent process and agreement with PennDOT. PennDOT moved from a central scanning process through its Online Program Integrators to an Authorized Agent scanning process. All online Authorized Agents shall scan the required supporting documentation and paperwork into the Online Program Integrators system as part of the title or registration transactions process. Only the authorized PennDOT Online Program Integrators, which can be found on PennDOT website at <https://www.pa.gov/services/dmv/apply-to-penn-dot-olrp.html>, can provide the scanning and imaging management system for online agents.

This Exhibit B, Appendix II, replaces the prior Agent Service Agreement template's Exhibit B, Document Imaging system Requirements and Exhibit A, Document Imaging Supplemental Business Requirements. Any non-online Authorized Agent shall discontinue the use of any un-approved providing electronic storage effective when the new agent services agreement is executed.

1.3 Use of PennDOT Customer Documents and Information

Authorized Agents shall make no use of PennDOT customer documents or its information, nor shall they provide the customer documents or information (or any portion of the documents or information) to any entity other than a PennDOT authorized representative, except as authorized by PennDOT.

No Authorized Agent shall use, sell, license, or otherwise transfer or impart to any person, firm, corporation or other entity, any information obtained from the documents, including listings of individuals, for any reason. Information obtained through such access is subject to the restrictions upon use and dissemination imposed by the Federal Driver Privacy Protection Act (DPPA) and any other Pennsylvania or Federal statute, laws, rules or regulations relating to the privacy of Personally Identifiable Information (PII).

1.4 Security

Protecting the data of our customers is of the utmost importance to PennDOT. All Authorized Agent personnel having access to PennDOT customer documents and information shall comply with Agent Services contractual requirements. The Authorized Agent shall not hold or place PennDOT customer documents, images, records or information in any area accessible to unauthorized personnel at any time.

The Authorized Agent shall report any suspected or actual breach, leakage, or unauthorized access of PennDOT data to PennDOT immediately upon discovery. The full details of the incident must be communicated to the PennDOT Program Manager.

The Authorized Agent shall keep all original documents, including proof of ownership documents, in the Authorized Agent's secure storage room at all times. If at any time, during a site inspection, PennDOT finds any original documents not being securely stored in the Authorized Agent's approved secure storage room may result in suspension, termination or revocation of the Agent Service Agreement / certificate of authorization.

1.5 Incident Reporting:

Upon the Authorized Agent's receipt of a report or information of any kind which indicates real or suspected data compromise, data loss, theft, or fraudulent or improper use of equipment, materials or information in the possession or control of the Authorized Agent or their imaging Provider, the Authorized Agent shall immediately notify the PennDOT Program Manager by telephone. Additional reporting and notifications must comply with the PennDOT Agent Service contract as well as Commonwealth ITB-SEC024 - IT Security Incident Reporting Policy.

Authorized Agents shall forward to PennDOT the following Personally Identifiable Information (PII) related to personnel suspected of fraudulent or improper use of equipment, materials or information and shall secure as required by law:

- o Name(s)
- o Address(es)
- o A list of all times at which the personnel had been or will be scheduled to perform their job duties
- o Names, addresses, and telephone numbers of their direct supervisor
- o A description of the nature of the suspected fraudulent or Improper activity
- o A statement of the manner in which the Authorized Agent gained knowledge of the alleged fraudulent or improper activity
- o The names, addresses, and telephone numbers of all informants and other persons having knowledge of the alleged fraudulent or improper activity
- o Copies of all the reports, logs or other information which could document, clarify or in any manner assist in the investigation.

Physical Intrusion:

In the event of any Incident of a break-in, theft, fire or vandalism, the Authorized Agent shall immediately notify the appropriate law enforcement officials and provide a copy of the applicable police report to PennDOT within 10 days. The PennDOT Program Manager shall also be notified immediately in the event of any incident of a break-In, theft, fire or vandalism by telephone and in writing, within 24 hours, a detailed account of the incident and shall comply with the Agent Service contract as well as the Commonwealth ITB-SEC024 - IT Security Incident Reporting Policy.

1.7 Agent Requirements, Records Retention and Quality Control

Agent Scanning Requirements and Retention:

The Authorized Agent shall scan all supporting documentation for each transaction into the Online Program Integrator's system. The scanners must scan in color and scan at 300 DPI. After the scanning is complete, the Authorized Agent personnel shall maintain the original supporting documentation, including the proof of ownership document, in the Authorized Agent's secured storage area for one year after completion or processing the application for title and registration and all supporting documents.

The Authorized Agent shall check all imaged documents to confirm images are clear, legible, and free of distortion (image quality). If at any time the PennDOT approved Online Program Integrator advises the Authorized Agent the quality or documents are missing for the scanned image, the Authorized Agent shall pull the original documents, re-scan, and submit back to the PennDOT approved integrator within five days of the request.

The Authorized Agent shall keep **all original documents**, including the proof of ownership document (certificate of title or salvage) at the Authorized Agents' location for one year.

PennDOT approved Authorized Agents shall keep the original documents for one year at the Authorized Agent's location, but are no longer required to keep the supporting documents for an additional two years for electronic copies.

- The Authorized Agent shall maintain the original paperwork and proof of ownership documents for one year after processing the transactions of the customers application.
 - All supporting documents must be scanned into the Online Program Integrator's system as part of the transaction.
 - The Authorized Agent shall check all imaged documents to confirm images are clear, legible and free of distortion (image quality). If there is an issue with the scanned images, the Authorized Agent shall scan those items again.
- This exhibit reduces the 3-year record retention requirements under Title 67 Pa Code §43.5(f)(3), to one-year for all color scanned documents through the Authorized Agents processing.
 - **Please Note:** The Authorized Agent shall retain copies of any transaction not processed online for three years per exhibit B, Appendix A, Agent Services Program requirements, attached to your Agent Services Agreement.
 - The Authorized Agent shall keep reconstructed transactions at the Authorized Agent's location and shall mail the originals to PennDOT. If you are authorized to process reconstructed transactions through Online Registration Program, you would scan the documents during processing, make copies and mail that reconstruction paperwork direct to PennDOT at Bureau of Motor Vehicles Special Service Unit PO BOX C69007 Harrisburg, PA 17106-9007. PennDOT will update this section if this requirement changes.

Audits:

PennDOT shall continue to conduct administrative audits of Authorized Agent transactions and supporting documentation and may request to review the original documents that are held for one year at the Authorized Agent's location. The Authorized Agent shall provide access to the original documents to a PennDOT representative to be reviewed during the audit process to ensure the Authorized Agent is in compliance with all applicable polices, processes, requirements, and law.

Retention and Destruction of Paperwork:

After one year following the date each transaction was processed, the Authorized Agent shall destroy the documents, including the proof of ownership documents.

Authorized Agents shall perform a record retention timeline review for the one-year original document retention.

Grounds For Suspension

Prohibited Act or Omission	Period of Suspension of Certificate of Authorization
(1) The Provider has failed to allow inspection of documents or plates in the possession of the agent service by authorized Commonwealth employees or law enforcement— <i>first violation</i> .	Certificate of Authorization suspended until the documents, plates, or both, are made available, plus one month.
(2) The Provider has given, loaned or sold a plate or product including forms MV-1, MV-4ST and MV-120 to an issuing Provider, notary or other person— <i>first violation</i> .	Certificate of Authorization suspended for three months.
(3) Provider has issued Products but failed to deliver proper documents, fees, or taxes to PennDOT within 30 days of Issuance— <i>first violation</i> .	Certificate of Authorization suspended until the documents, fees or taxes are delivered plus one month. PennDOT may also Impose liquidated damages in an amount consistent with applicable law (including but not limited to 75 Pa.C.S. § 1374 or such other law enacted or promulgated following execution of this agreement).
(4) Provider has issued Products but failed to deliver proper documents, fees, or taxes to PennDOT within 30 days of Issuance— <i>second violation</i> .	Certificate of Authorization suspended until the documents, fees or taxes are delivered plus three months. PennDOT may also impose liquidated damages in an amount consistent with applicable law (including but not limited to 75 Pa.C.S. § 1374 or such other law enacted or promulgated following execution of this agreement).
(5) Provider has issued Products but failed to deliver proper documents, fees, or taxes to PennDOT within 60 days of Issuance— <i>first violation</i> .	Certificate of Authorization suspended until the documents, fees or taxes are delivered plus three months. PennDOT may also impose liquidated damages in an amount consistent with applicable law (including but not limited to 75 Pa.C.S. § 1374 or such other law enacted or promulgated following execution of this agreement).
(6) Provider has issued Products but failed to deliver proper documents, fees, or taxes to PennDOT within 60 days of Issuance— <i>second violation</i> .	Certificate of Authorization suspended until the documents, fees and taxes are delivered plus six months. PennDOT may also impose liquidated damages in an amount consistent with applicable law (including but not limited to 75 Pa. C.S. § 1374 or such other law enacted or promulgated following execution of this agreement).

Grounds For Suspension

(7) The Provider has submitted a document to PennDOT for processing which has been accompanied by an uncollectible or dishonored check drawn on an account or an uncollectible ACH transfer/payment including but not limited to insufficient funds or errors on entry, used by the Provider— <i>first violation</i> .	Written warning and Certificate of Authorization suspended until the uncollectible checks, protest fees and collection charges are paid.
(8) The Provider has submitted a document to PennDOT for processing which has been accompanied by an uncollectible or dishonored check drawn on an account or an uncollectible ACH transfer/payment including but not limited to insufficient funds or errors on entry, used by the Provider— <i>second violation</i> .	Certificate of Authorization suspended until uncollectible checks, protest fees and collection charges are paid, plus one month.
(9) The Provider has failed to comply with an order from PennDOT to submit certified checks, postal or other money orders with a document to PennDOT for processing— <i>first violation</i> .	Certificate of Authorization suspended for one month.
(10) The Provider has failed to provide PennDOT with an inventory report within 30 days, as required by PennDOT regulations— <i>first violation</i> .	Certificate of Authorization suspended until report is provided.
(11) The Provider has charged a fee in excess of the fee allowed for providing an applicant with a temporary plate under PennDOT regulations— <i>first violation</i> .	Certificate of Authorization suspended for three months.
(12) The Provider has issued Products at a location not approved by PennDOT— <i>first violation</i> .	Certificate of Authorization suspended for three months and operation suspended at unapproved location until approved by PennDOT or closed by the Provider.
(13) The Provider has not listed or obtained proper Insurance Information as required by 75 Pa.C.S. § 1318(b)— <i>first violation</i> .	Certificate of Authorization suspended for three months.
(14) The Provider has reissued a temporary registration card without written authorization for PennDOT— <i>first violation</i> .	Certificate of Authorization suspended for three months.
(15) The Provider has reissued a temporary registration card without written authorization from PennDOT— <i>second violation</i> .	Certificate of Authorization suspended for six months.
(16) The Provider has charged a fee for issuance of a temporary registration card in violation of 75 Pa.C.S. § 1310(c)— <i>first violation</i> .	Written warning.

Grounds For Suspension

(17) The Provider has charged a fee for issuance of a temporary registration card in violation of 75 Pa.C.S. § 1310(c)— <i>second violation.</i>	Certificate of Authorization suspended for three months.
(18) The Provider has failed to maintain the established place of business in accordance with contract requirements— <i>first violation.</i>	Certificate of Authorization suspended until the established place of business is brought into compliance with contract requirements.
(19) The Provider has not issued registration plates in consecutive order, beginning with the lowest number in each series— <i>first violation.</i>	Written warning.
(20) The Provider has not issued registration plates in consecutive order, beginning with the lowest number in each series— <i>second violation.</i>	Certificate of Authorization suspended for three months.
(21) The Provider has not listed the date of the issuance of the registration cards, plates, permits, or other Products designated by PennDOT— <i>first violation.</i>	Certificate of Authorization suspended for one month.
(22) The Provider has not listed the date of the issuance of the registration cards, plates, permits, or other Products designated by PennDOT— <i>second violation.</i>	Certificate of Authorization suspended for three months.
(23) The Provider has failed to notify PennDOT of a change in ownership, location, e-mail address, staff engaged in the provision of agent services, or duly authorized and currently licensed notary on staff, before or within ten days after the change— <i>first violation.</i>	Certificate of Authorization suspended until an application related to the change in location has been submitted and approved.
(24) The Provider has failed to keep the registration card or documents related to an application for title or registration in strict confidence— <i>first violation.</i>	Certificate of Authorization suspended for three months.
(25) The Provider has failed to keep the registration card or documents related to an application for title or registration in strict confidence— <i>second violation.</i>	Certificate of Authorization suspended for six months.
(26) The Provider has issued plates for a vehicle for which a title has already been Issued, unless permitted under PennDOT regulations— <i>first violation.</i>	Written warning.
(27) The Provider has issued plates for a vehicle for which a title has already been Issued, unless permitted under PennDOT regulations— <i>second violation.</i>	Certificate of Authorization suspended for three months.

Grounds For Suspension

(28) The Provider has issued a metal plate for transporting a vehicle out of State— <i>first violation.</i>	Certificate of Authorization suspended for one month.
(29) The Provider has issued a metal plate for transporting a vehicle out of State— <i>second violation.</i>	Certificate of Authorization suspended for three months.
(30) The Provider has not listed its name and identification number on two or more applications and checks submitted to PennDOT— <i>first violation.</i>	Certificate of Authorization suspended for one month.
(31) The Provider has not listed its name and identification number on two or more applications and checks submitted to PennDOT— <i>second violation.</i>	Certificate of Authorization suspended for three months.
(32) The Provider has issued a metal plate for a vehicle for which a certificate of salvage has been Issued— <i>first violation.</i>	Certificate of Authorization suspended for one month.
(33) The Provider has issued a metal plate for a vehicle for which a certificate of salvage has been Issued— <i>second violation.</i>	Certificate of Authorization suspended for three months.
(34) The Provider has issued the incorrect type of plate for a particular vehicle— <i>first violation.</i>	Written warning.
(35) The Provider has issued the incorrect type of plate for a particular vehicle— <i>second violation.</i>	Certificate of Authorization suspended for three months.
(36) The Provider has failed to post fees, hours of operation, or certificate of authorization as required by this agreement— <i>first violation.</i>	Written warning.
(37) The Provider has failed to post fees, hours of operation, or certificate of authorization as required by this agreement— <i>second violation.</i>	Certificate of Authorization suspended for one month.
(38) The Provider has failed, on more than two occasions, to be open during posted business hours— <i>first violation.</i>	Written warning.
(39) The Provider has failed, on more than two occasions, to be open during posted business hours— <i>second violation.</i>	Certificate of Authorization suspended for three months.
(40) The Provider has refused to accept or service a separate check or money order made payable to the Commonwealth for fees and taxes due to the Commonwealth— <i>first violation.</i>	Written warning.

Grounds For Suspension

(41) The Provider has refused to accept or service a separate check or money order made payable to the Commonwealth for fees and taxes due to the Commonwealth— <i>second violation.</i>	Certificate of Authorization suspended for three months.
(42) The Provider has failed to provide proper security for registration cards, plates, and other Products with customer PII— <i>first violation.</i>	Certificate of Authorization suspended for one month.
(43) The Provider has failed to provide proper security for registration cards, plates, and other Products with customer PII— <i>second violation.</i>	Certificate of Authorization suspended for three months.
(44) The Provider has refused to issue, upon request, a registration card to an owner of lessee of a vehicle who has proper documentation— <i>first violation.</i>	Written warning.
(45) The Provider has refused to issue, upon request, a registration card to an owner or lessee of a vehicle who has proper documentation— <i>second violation.</i>	Certificate of Authorization suspended for three months.
(46) The Provider has failed to maintain a schedule of business hours that conforms to the requirements of this agreement— <i>first violation.</i>	Written warning.
(47) The Provider has failed to maintain a schedule of business hours that conforms to the requirements of this agreement— <i>second violation.</i>	Certificate of Authorization suspended for three months.
(48) The Provider has issued an In-transit tag without verification that the vehicle will be transported to another state for registration— <i>first violation.</i>	Certificate of Authorization suspended for one month.
(49) The Provider has issued an In-transit tag without verification that the vehicle will be transported to another state for registration— <i>second violation.</i>	Certificate of Authorization suspended for three months.
(50) The Provider has failed to furnish receipts as required or failed to retain duplicate copies of receipts for three years— <i>first violation.</i>	Written warning.
(51) The Provider has failed to furnish receipts as required or failed to retain duplicate copies of receipts for three years— <i>second violation.</i>	Certificate of Authorization suspended for three months.
(52) The Provider has issued a registration card or plate to an applicant without receiving proper proof of ownership documentation— <i>first violation.</i>	Certificate of Authorization suspended for one month.

Grounds For Suspension

(53) The Provider has issued a registration card or plate to an applicant without receiving proper proof of ownership documentation— <i>second violation.</i>	Certificate of Authorization suspended for three months.
(54) The Provider has failed to file and retain required records under this agreement— <i>first violation.</i>	Written warning.
(55) The Provider has failed to file and retain required records under this agreement— <i>second violation.</i>	Certificate of Authorization suspended for three months.
(56) The Provider has on more than one occasion failed to comply with any provision of the Vehicle Code or PennDOT regulations not specifically noted elsewhere in this agreement— <i>first violation.</i>	Certificate of Authorization suspended for one month.
(57) The Provider has on more than one occasion failed to comply with any provision of the Vehicle Code or PennDOT regulations not specifically noted elsewhere in this Agreement— <i>second violation.</i>	Certificate of Authorization suspended for three months.
(58) An owner, officer or employee of Provider has been convicted of a summary offense related to the titling, registration, or payment of sales tax for a vehicle, which was committed in connection with the Provider and its business— <i>first violation</i>	Certificate of Authorization suspended for three months.
(59) The Provider has failed to meet the training requirements pursuant to this agreement— <i>first violation.</i>	Certificate of Authorization suspended until Provider and/or employees attend the required training courses.
(60) The Provider has failed to meet the training requirements pursuant to this agreement— <i>second or subsequent violation.</i>	Certificate of Authorization suspended until Provider and employees attend the required training courses, plus one month.
(61) The Provider has processed an application containing an address which does not correspond to the address displayed on the approved Pennsylvania proof of identification submitted with that application— <i>first violation</i>	Certificate of Authorization suspended for one month.
(62) The Provider has processed an application containing an address which does not correspond to the address displayed on the approved Pennsylvania proof of identification submitted with that application— <i>second violation.</i>	Certificate of Authorization suspended for three months.

Grounds For Suspension

(63) The Provider has failed to request and retain State Police criminal background checks as required by this agreement— <i>first violation</i> .	Certificate of Authorization suspended until Provider comes into compliance with applicable sections of this agreement.
(64) The Provider has failed to request and retain Pennsylvania State Police criminal background checks as required by this agreement – <i>second violation</i> .	Certificate of Authorization suspended until Provider comes into compliance with applicable sections of this agreement plus one month.
(65) The Provider has failed to enter required information into the in-transit plate online tracking system at the time of issuance of an in-transit plate— <i>first violation</i> .	Certificate of Authorization suspended for one month.
(66) The Provider failed to enter required information into the in-transit plate online tracking system at the time of issuance of an In-transit plate— <i>second violation</i> .	Certificate of Authorization suspended for three months.
(67) The Provider has issued an in-transit plate for a vehicle that has been issued a certificate of salvage or non-repairable certificate— <i>first violation</i> .	Certificate of Authorization suspended for one month.
(68) The Provider has issued an in-transit plate for a vehicle that has been issued a certificate of salvage or non-repairable certificate— <i>second violation</i> .	Certificate of Authorization suspended for three months.
(69) The Provider, its owner, or employee has processed an application for title or registration but failed to verify the public Vehicle Identification Number of the vehicle as required by this agreement applicable laws and regulations— <i>first violation</i> .	Certificate of Authorization suspended for one month.
(70) The Provider, its owner, or employee has processed an application for title or registration but failed to verify the public Vehicle Identification Number of the vehicle as required by this agreement applicable laws and regulations— <i>second violation</i> .	Certificate of Authorization suspended for three months.
(71) An unauthorized employee or individual has issued a registration card or plate assigned to the Provider— <i>first violation</i> .	Certificate of Authorization suspended for one month.
(72) An unauthorized employee or individual has issued a registration card or plate assigned to the Provider— <i>second violation</i> .	Certificate of Authorization suspended for three months.

Grounds For Suspension

(73) Provider has issued registration cards or plates but has delivered documents that are incomplete, invalid, or otherwise defective— <i>first violation</i> .	Certificate of Authorization suspended for one month.
(74) Provider has issued registration cards or plates but has delivered documents that are incomplete, invalid, or otherwise defective— <i>second violation</i> .	Certificate of Authorization suspended for three months.
(75) Provider has failed to comply with any PennDOT policy or procedure not otherwise mentioned above— <i>first violation</i> .	Certificate of Authorization suspended for three months.
(76) Provider has failed to comply with any PennDOT policy or procedure not otherwise mentioned above— <i>second violation</i> .	Certificate of Authorization suspended for six months.
(77) Provider failed to update PennDOT with a current phone number and email address - <i>first violation</i>	Written warning
(78) Provider failed to update PennDOT with a current phone number and email address - <i>second violation</i>	Certificate of Authorization suspended for one month.
(79) The Provider has failed to secure an annual affidavit from each person involved in providing the agent service to comply with paragraph 4.8 of the agent service program requirements. - <i>first violation</i>	Certificate of Authorization suspended until Provider has secured the annual affidavit from each person involved in providing agent services to the agent service agreement
(80) The Provider has failed to secure an annual affidavit from each person involved in providing the agent service to comply with paragraph 4.8 of the agent service program requirements. - <i>second violation</i>	Certificate of Authorization suspended until Provider has secured the annual affidavit from each person involved in providing agent services to the agent service agreement plus one month.
(81) A Provider's employee providing agent services was not added to agent services agreement- <i>first violation</i>	Certificate of Authorization suspended until the Provider add the employees to the agent service agreement

Grounds For Suspension

(82) A Provider's employee providing agent services was not added to agent services agreement - <i>second violation</i>	Certificate of Authorization suspended until the Provider add the employees to the agent service agreement plus one month.
(83) The Provider did not scan all supporting documents for the online transaction or non-submission of scanned documents – <i>first violation</i>	Certificate of Authorization suspended until the Provider comes into compliance.
(84) The Provider did not scan all supporting documents for the online transaction or non-submission of scanned documents – <i>second violation</i>	Certificate of Authorization suspended until Provider comes into compliance plus three months.
(85) The Provider does not have a notary on contract and on-site during business hours.	Certificate of Authorization suspended until the Provider add the employees to the agent service agreement
(86) The provider had inventory or storage inventory and records at an unapproved location – <i>first violation</i>	Certificate of Authorization suspended until the Provider comes into compliance.

Exhibit D

PROHIBITED ACTS AND OMISSIONS WHICH MAY INCLUDE REVOCATION

PennDOT may revoke the Provider's certificate of authorization in accordance with the following schedule:

- 1) The Provider has issued a registration card or plate containing a misstatement of fact or other false information which the Provider knew or should have known to be false—***first violation***.
- 2) The Provider has accepted proof of identification documents which fail to conform to PennDOT guidelines in connection with issuance of the Registration Cards or Registration Plates—***first violation***.
- 3) The Provider has reissued a temporary registration card without PennDOT's written authorization—***third violation***.
- 4) The Provider has processed applications or issued Registration Cards or Registration Plates without proper documentation as required by PennDOT—***first violation***.
- 5) The Provider has failed to allow inspection of documents or Registration Plates in the possession of the Provider by authorized Commonwealth employees or law enforcement—***second violation***.
- 6) The Provider has consigned or transferred Registration Plates to other issuing Providers, notaries, or persons—***second violation***.
- 7) The Provider has failed to process a Driver License Data verification (DLDV) print and submit with the title and registration transaction – ***first violation – 1 month suspension***.
- 8) The Provider has failed to process a Driver License Data verification (DLDV) print and submit with the title and registration transaction – ***second violation – 3month suspension***.
- 9) The Provider has failed to process a Driver License Data verification (DLDV) print and submit with the title and registration transaction – ***third violation - revocation***.
- 10) The Provider has issued Products but failed to deliver proper documents, fees, or taxes to PennDOT within 30 days of issuance—***third violation***. PennDOT may also impose liquidated damages in an amount consistent with applicable law (including but not limited to 75 Pa. C.S. § 1374 or such other law enacted or promulgated following execution of this agreement).
- 11) The Provider has issued Products but failed to deliver proper documents, fees, or taxes to PennDOT within 60 days of issuance—***third violation***. PennDOT may also impose liquidated damages in an amount consistent with applicable law (including but not limited to 75 Pa.C.S. § 1374 or such other law enacted or promulgated following execution of this agreement).

- 12) The Provider has issued Registration Cards or Registration Plates but has failed to deliver proper documents, fees, or taxes to PennDOT within 90 days of issuance—***first violation***. PennDOT may also impose liquidated damages in an amount consistent with applicable law (including but not limited to 75 Pa.C.S. § 1374 or such other law enacted or promulgated following execution of this agreement).
- 13) The Provider has been convicted of a felony or misdemeanor relating to the titling, registration, or collection of sales tax and fees for a vehicle or an owner, officer, or employee has been convicted of any felony relating to motor vehicles within the last ten years—***first violation***.
- 14) The Provider has submitted a document to PennDOT for processing which has been accompanied by an uncollectable or dishonored check drawn on an account or an uncollectible ACH transfer/payment including but not limited to insufficient funds or errors on entry, used by the Provider—***third violation***.
- 15) The Provider failed to comply with an order from PennDOT to submit certified checks, postal, or other money orders with a document to PennDOT for processing—***second violation***.
- 16) The Provider has failed to provide PennDOT with an inventory report within 30 days, as required by PennDOT regulations—***second violation***.
- 17) The Provider has charged a fee in excess of the fee allowed for providing an applicant with a temporary plate under PennDOT regulations—***second violation***.
- 18) The Provider has offered or delivered money, gifts, or other items of substantial value to a Commonwealth employee—***first violation***.
- 19) The Provider has operated an additional location without notifying PennDOT—***second violation***.
- 20) The Provider has failed to disclose material information or has made a materially false statement on the application for certificate of authorization, and which would have been a basis for denial of the certificate of authorization—***first violation***.
- 21) The Provider has not listed or obtained proper insurance information as required by 75 Pa.C.S. § 1318(c)—***second violation***.
- 22) The Provider has charged a fee for the issuance of a temporary registration card in violation of 75 Pa.C.S. § 1310(c)—***third violation***.
- 23) The Provider has failed to maintain the Established Place of Business in accordance with contract requirements—***second violation***.
- 24) The Provider has not issued Registration Plates in consecutive order, beginning with the lowest number in each series—***third violation***.
- 25) The Provider has not listed the date of the issuance of the Registration Cards, Registration Plates, permits or other Products designated by PennDOT—***third violation***.

- 26) The Provider has failed to notify PennDOT of a change in ownership, location, email address, staff engaged in the provision of agent services, or duly authorized and currently licensed notary on staff, before or within ten days after the change—***second violation***.
- 27) The Provider has failed to keep the registration card and documents related to the application for title or registration, or both, in strict confidence—***third violation***.
- 28) The Provider has issued Registration Plates for a vehicle for which a title has already been issued, unless permitted under PennDOT regulations—***third violation***.
- 29) The Provider has issued a metal plate for transporting a vehicle out of State— ***third violation***.
- 30) The Provider has not listed its name and identification number as required, on two or more applications and checks submitted to PennDOT—***third violation***.
- 31) The Provider has issued a metal plate for a vehicle for which a certificate of salvage has been issued—***third violation***.
- 32) The Provider has issued the incorrect type of plate for a particular vehicle— ***third violation***.
- 33) The Provider has failed to post fees, hours of operation, or certificate of authorization as required by this agreement—***third violation***.
- 34) The Provider has failed on two or more occasions to open during posted business hours—***third violation***.
- 35) The Provider has refused to accept a separate check or money order made payable to the Commonwealth for fees and taxes due to the Commonwealth— ***third violation***.
- 36) The Provider has failed to provide proper security for Registration Cards and Registration Plates—***third violation***.
- 37) The Provider has refused to issue, upon request, a registration card to an owner or lessee of a vehicle who possesses proper documentation—***third violation***.
- 38) The Provider has failed to maintain an adequate schedule of business hours— ***third violation***.
- 39) The Provider has issued an intransit plate without verification that the vehicle will be transported to another state for registration—***third violation***.
- 40) The Provider has failed to furnish receipts as required or failed to retain duplicate copies of receipts for three years—***third violation***.
- 41) The Provider has issued a registration card or plate to an applicant without proper proof of ownership documentation—***third violation***.
- 42) The Provider has failed to file and retain required records under this agreement— ***third violation***.

- 43) The Provider has on more than one occasion failed to comply with any provision of the Vehicle Code or PennDOT regulations not specifically noted elsewhere in this agreement—***third violation***.
- 44) The Provider has been convicted of a summary offense, relating to the titling, registration, or payment of sales tax for a vehicle, which was committed in connection with the Agent Services provided under this agreement—***second violation***.
- 45) The Provider has processed an application containing an address which does not correspond to the address displayed on the approved Pennsylvania proof of identification submitted with the application—***third violation***.
- 46) The Provider has failed to enter required information into the intransit plate online tracking system at the time of issuance of an intransit plate—***third violation***.
- 47) The Provider has issued an intransit plate for a vehicle that has been issued a certificate of salvage or nonrepairable certificate—***third violation***.
- 48) The Provider has processed an application for title or registration but failed to verify the public Vehicle Identification Number of the vehicle as required by this agreement applicable laws and regulations—***third violation***.
- 49) An unauthorized employee or individual has issued a registration card or plate assigned to the Provider—***third violation***.
- 50) The Provider has issued Registration Plates but has delivered documents that are incomplete, invalid, or otherwise defective—***third violation***.
- 51) The Provider has failed to comply with any PennDOT policy or procedure not otherwise mentioned above- ***third violation***.

Exhibit E

Commonwealth Standard Terms and Conditions (Revised - 10/1/2023)

1. DEFINITIONS.

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the contract to which it is attached.

2. ENHANCED MINIMUM WAGE.

- a. **Enhanced Minimum Wage.** Contractor shall pay no less than \$15.00 per hour to its employees for all hours worked directly performing the services called for in this contract/lease, and for an employee's hours performing ancillary services necessary for the performance of the services or lease when the employee spends at least 20% of their time performing ancillary services in a given work week.
- b. **Adjustment.** Beginning July 1, 2023, and annually thereafter, the minimum wage rate will be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The Commonwealth will publish applicable adjusted amount in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- c. **Exceptions.** These Enhanced Minimum Wage Provisions do not apply to employees
 - i. Exempt from minimum wage under the Minimum Wage Act of 1968;
 - ii. covered by a collective bargaining agreement;
 - iii. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
 - iv. required to be paid a higher wage under any state or local policy or ordinance.
- d. **Notice.** The Contractor shall: (1) post this Enhanced Minimum Wage Provision for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed; or (2) for the entire period of the contract, provide electronic notice of this clause to its employees not less than annually.
- e. **Records.** Contractor must maintain and, upon request and within the time periods requested by the Commonwealth, provide to the Commonwealth all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.

Exhibit E

- f. **Sanctions.** Contractor's failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but are not limited to, termination of the contract or lease, nonpayment, debarment, or referral to the Office of General Counsel for appropriate civil or criminal referral.
- g. **Subcontractors.** The Contractor shall include these Enhanced Minimum Wage Provisions in its subcontracts under this contract or lease to ensure that these provisions are binding on its subcontractors.

3. INDEMNIFICATION.

- a. **Contractor Obligations.** The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Contractor or its employees and agents that are related to this contract, as determined by the Commonwealth in its sole discretion.
- b. **Commonwealth Attorneys Act.** The Commonwealth shall provide the Contractor with prompt notice of any claim or suit of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under any terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- c. **Settlement.** Notwithstanding the above, neither party may enter into a settlement of any claim or suit without the other party's written consent, which will not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

4. NONDISCRIMINATION/SEXUAL HARASSMENT.

- a. **Representations.** The Contractor represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the contract. The Contractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- b. **Nondiscrimination/Sexual Harassment Obligations.** The Contractor shall not:
 - i. in any manner discriminate in the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under this contract or any subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who

Exhibit E

is qualified and available to perform the work to which the employment relates.

- ii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under this contract.
 - iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this contract.
 - iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which this contract relates.
 - v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- c. **Establishment of Contractor Policy.** The Contractor shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of the contract, the Contractor shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
- d. **Notification of Violations.** The Contractor's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the contract. Accordingly, the Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- e. **Cancellation or Termination of Contract.** The Commonwealth may cancel or terminate this contract and all money due or to become due under this contract may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.
- f. **Subcontracts.** The Contractor shall include these Nondiscrimination/Sexual Harassment provisions in its contracts with all subcontractors providing goods

Exhibit E

or services under this contract. The incorporation of these provisions in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by those provisions. If the Contractor becomes aware of a subcontractor's violation of this clause, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

5. CONTRACTOR INTEGRITY.

- a. **Definitions.** For purposes of these Contractor Integrity Provisions, the following definitions apply:
 - i. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - ii. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
 - iii. "Contractor Related Parties" means any Affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Contractor.
 - iv. "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - v. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor's Code of Conduct, Executive Order 1980-18](#), as may be amended, 4 Pa. Code §7.153(b), apply.
 - vi. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- b. **Representations and Warranties.**
 - i. **Contractor Representation and Warranties.** The Contractor represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Contractor nor Contractor Related Parties have:
 1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 2. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
 3. had any business license or professional license suspended or revoked;

Exhibit E

4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 5. been, and are not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency or civil antitrust investigation by any federal, state, or local prosecuting or investigative agency.
- ii. **Contractor Explanation.** If the Contractor cannot make the representations and warranties set forth above at the time of its submission of its bid or proposal or if this contract is awarded on a non-bid basis at the time of the execution of the contract, the Contractor shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the contract.
 - iii. **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to this contract, the Contractor further represents that it has not violated any of these Contractor Integrity Provisions during the term of the contract.
 - iv. **Notice.** The Contractor shall immediately notify the Commonwealth, in writing, if at any time during the term of the contract it becomes aware of any event that would cause the Contractor's certification or explanation to change. The Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made in these provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the contract.
- c. **Contractor Responsibilities.** During the term of this contract, the Contractor shall:
- i. maintain the highest standards of honesty and integrity.
 - ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Contractor that govern Commonwealth contracting and procurement.
 - iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these provisions as they relate to the Contractor's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
 - iv. not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the provision of goods or services under this contract.

Exhibit E

- v. not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest. The Contractor must disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the date the Contractor signs the contract. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
 - vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award.
 - vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a) if this contract was awarded on a Non-bid Basis.
 - viii. immediately notify the Commonwealth contracting officer or the Office of the State Inspector General, in writing, when the Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.
- d. **Investigations.** If a State Inspector General investigation is initiated, the Contractor shall:
- i. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
 - ii. cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions and make identified Contractor employees available for interviews at reasonable times and places.
 - iii. upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. This information may include, but is not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract.
- e. **Termination.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Contractor Integrity provisions, claim damages for all additional costs and expenses

Exhibit E

incurred in obtaining another contractor to complete performance under this contract, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or contract.

- f. **Subcontracts.** The Contractor shall include these Contractor Integrity Provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of this provision in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third -party beneficiaries are created by the inclusion of these provisions. If the Contractor becomes aware of a subcontractor's violation of these provisions, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

6. CONTRACTOR RESPONSIBILITY.

- a. **Definition.** For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
- b. **Contractor Representations.**
 - i. The Contractor represents for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with its contract, a written explanation of why such certification cannot be made.
 - ii. The Contractor represents that as of the date of its execution of this contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.
- d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the contract with the Commonwealth.
- e. **Reimbursement.** The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General

Exhibit E

for investigations of the Contractor's compliance with the terms of this contract or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- f. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

7. AMERICANS WITH DISABILITIES ACT.

- a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract.
- b. **Compliance.** For all goods and services provided pursuant to this contract, the Contractor shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- c. **Indemnification.** The Contractor shall indemnify the Commonwealth against all third - party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Contractor's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

8. APPLICABLE LAW AND FORUM.

This contract is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Contractor, and the Contractor consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

9. RIGHT TO KNOW LAW.

- a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this contract.
- b. **Contractor Assistance.** If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this contract, the Commonwealth shall notify the Contractor that it requires the Contractor's assistance, and the Contractor shall provide to the Commonwealth:

Exhibit E

- i. access to, and copies of, any document or information in the Contractor's possession (Requested Information) arising out of this contract that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
 - ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.
- c. **Trade Secret or Confidential Proprietary Information.** If the Contractor considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Contractor, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.
- d. **Reimbursement.**
 - i. **Commonwealth Reimbursement.** If the Contractor fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Contractor shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
 - ii. **Contractor Reimbursement.** The Commonwealth will reimburse the Contractor for any costs that the Contractor incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.
- e. **Challenges of Commonwealth Release.** The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Contractor's legal challenge, regardless of the outcome.
- f. **Waiver.** As between the parties, the Contractor waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- g. **Survival.** The Contractor's obligations contained in this Section survive the termination or expiration of this contract.

Exhibit E

10. OFFSET.

[Intentionally Omitted.]

11. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS.

[Intentionally Omitted.]

12. WORKER PROTECTION AND INVESTMENT.

[Intentionally Omitted.]

Requirements for messenger, dealers, agent services, card agents and miscellaneous motor vehicle business applicants

All applicants for card agent authorization, agent services, motor vehicle messenger service certification, dealer and miscellaneous motor vehicle business registration are required to provide the results reviewed from a Pennsylvania State Police background check with their application packet. You can request a criminal history background check online for a quicker response at <https://epatch.pa.gov>. You may also complete Form SP4-164, "Request for Criminal Record Check" and include the results received from the Pennsylvania State

Director, Record and Identification Division
Pennsylvania State Police
1800 Elmerton Avenue
Harrisburg, PA 17110

Under "Reason for Request," check the box that most applies to the type of authorization being applied for.

Forward the completed form and the required fee to the appropriate address listed on Form SP 4-164.

PENNSYLVANIA STATE POLICE
REQUEST FOR CRIMINAL RECORD CHECK
 1-888-QUERYPA (1-888-783-7972)

This form is to be completed in ink by the requester – (information will be mailed to the requester only). If this form is not legible or not properly completed, it will be returned unprocessed to the requester.

TRY OUR WEBSITE FOR A QUICKER RESPONSE
<https://epatch.pa.gov>

REQUESTER NAME	
ADDRESS	
CITY/STATE/ZIP CODE	
TELEPHONE NO. (AREA CODE)	

FOR CENTRAL REPOSITORY USE ONLY
CONTROL NUMBER

AFTER COMPLETION MAIL TO:
PENNSYLVANIA STATE POLICE
CENTRAL REPOSITORY – 164
1800 ELMERTON AVENUE
HARRISBURG, PA 17110-9758

DO NOT SEND CASH OR PERSONAL CHECK

CHECK ONE BLOCK

- ☐ INDIVIDUAL/NONCRIMINAL JUSTICE AGENCY – ENCLOSE A CERTIFIED CHECK/MONEY ORDER IN THE AMOUNT OF **\$22.00**, PAYABLE TO: **"COMMONWEALTH OF PENNSYLVANIA"**
THE FEE IS NONREFUNDABLE
- ☐ NOTARIZED INDIVIDUAL/NONCRIMINAL JUSTICE AGENCY – ENCLOSE A CERTIFIED CHECK/MONEY ORDER IN THE AMOUNT OF **\$27.00**, PAYABLE TO: **"COMMONWEALTH OF PENNSYLVANIA"**
THE FEE IS NONREFUNDABLE
- ☐ FEE EXEMPT-NONCRIMINAL JUSTICE AGENCY – NO FEE

SUBJECT OF RECORD CHECK				
(FIRST)	(MIDDLE)	(LAST)		
MAIDEN NAME AND/OR ALIASES	SOCIAL SECURITY NUMBER	DATE OF BIRTH (MM/DD/YYYY)	SEX	RACE
			Select	Select

The Pennsylvania State Police response will be based on the comparison of the data provided by the requester against the information contained in the files of the Pennsylvania State Police Central Repository only.

FEE FOR REQUESTS - \$22.00. NOTARIZED FEE REQUESTS - \$27.00.
*****MAKE ALL MONEY ORDERS PAYABLE TO: COMMONWEALTH OF PENNSYLVANIA*****

REASON FOR REQUEST

◀◀◀◀◀CHECK THE BOX THAT MOST APPLIES TO THE PURPOSE OF THIS REQUEST▶▶▶▶▶

- ☐ **INTERNATIONAL ADOPTION** - INTERNATIONAL ADOPTION MUST BE NOTARIZED AND MAILED IN. (\$27.00 FOR REQUEST)
- ☐ **INTERNATIONAL EMPLOYMENT** - INTERNATIONAL EMPLOYMENT MUST BE NOTARIZED AND MAILED IN. (\$27.00 FOR REQUEST)
- ☐ **ADOPTION (DOMESTIC)** ☐ **EMPLOYMENT** ☐ **VISA** ☐ **OTHER**

WARNING: 18 Pa.C.S. 4904(b) UNDER PENALTY OF LAW - MISIDENTIFICATION OR FALSE STATEMENTS OF IDENTITY TO OBTAIN CRIMINAL HISTORY INFORMATION OF ANOTHER IS PUNISHABLE AS AUTHORIZED BY LAW.