



**OHIO DEPARTMENT  
OF PUBLIC SAFETY**  
SAFETY • SERVICE • PROTECTION

- Bureau of Motor Vehicles
- Emergency Management Agency
- Emergency Medical Services
- Office of Criminal Justice Services
- Ohio Homeland Security
- Ohio Investigative Unit
- Ohio State Highway Patrol



John R. Kasich, Governor  
John Born, Director  
**Mike Rankin**  
Registrar

Bureau of Motor Vehicles  
1970 West Broad Street  
P.O. Box 16520  
Columbus, Ohio 43216-6520  
(614) 752-7600  
www.bmv.ohio.gov

October 9, 2013

COMMUNITY RESIDENTIAL SVCS  
151 N MICHIGAN ST STE 217  
TOLEDO , OH 43624

Re: Account Authentication Process

Dear Account Holder OLA000332:

In order to ensure that drivers' personal information is protected pursuant to the Driver Privacy Protection Act, O.R.C section 4501.27, the Ohio Department of Public Safety, Bureau of Motor Vehicles ("ODPS/BMV") is hereby requesting all current account holders who request and obtain records from ODPS/BMV to execute and return the enclosed Agreement for the Provision and Use of Information (BMV 1118) and Records Request form (BMV 1173), and provide all of the documents listed on the enclosed Business Identification Information form (BMV 3342).

All of the aforementioned documents must be received by ODPS/BMV **within thirty (30) days of the date of this letter**. Upon receipt, review, and approval of the documents, ODPS/BMV will continue to provide records under the terms set forth in the Agreement. However, if ODPS/BMV does not receive all of the requisite documents by the thirty (30) day deadline, we will suspend your account and access to records.

Thank you in advance for your cooperation. If you have any questions or require additional information, please do not hesitate to contact the Records Request Unit at (614) 752-7548.

Sincerely,

Registrar  
Ohio Department of Public Safety

**Mission Statement**

*"to save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available."*





OHIO DEPARTMENT OF PUBLIC SAFETY  
BUREAU OF MOTOR VEHICLES

**- AGREEMENT FOR THE PROVISION AND USE OF INFORMATION**

(TO BE USED WITH BMV FORM 1173)

**AGREEMENT BETWEEN:**

COMMUNITY RESIDENTIAL SVCS  
151 N MICHIGAN ST STE 217  
TOLEDO, OH 43624

and

OHIO DEPARTMENT OF PUBLIC SAFETY  
BUREAU OF MOTOR VEHICLES  
1970 WEST BROAD STREET  
P. O. BOX 16520  
COLUMBUS, OHIO 43266-0020

**Definitions**

"Personal information" means information contained in a motor vehicle record that identifies an individual person, including but not limited to, the person's photograph, social security number, driver or driver's license identification number, name, date of birth, telephone number, medical or disability information, or a person's address other than the county and five-digit zip code.

"Sensitive personal information" means an individual's photograph or digital image, social security number, or medical or disability information.

**The parties agree as follows:**

1. This agreement is governed by Ohio Revised Code (R.C.) sections 149.43, 4501.15, 4501.27 (commonly known as the Driver Privacy Protection Act), and 4507.53, and Ohio Administrative Code 4501:1-12-02.
2. The Ohio Department of Public Safety (DPS), Bureau of Motor Vehicles (BMV) shall provide DL ACCOUNT records to COMMUNITY RESIDENTIAL SVCS (hereinafter USER). In order to receive such records, USER shall provide an appropriate identifier and the BMV shall return the DL ACCOUNT records. USER shall also disclose the purpose for which the records are being requested and shall provide any other documentation the BMV may require as assurance that USER does qualify under both state and federal law to receive such information.
3. USER understands and agrees that it does not qualify to access, use, or receive sensitive personal information under both state and federal law. USER understands that it shall not receive sensitive personal information as part of this agreement.
4. The BMV shall provide requested information within a reasonable time period. While the BMV agrees to take precautions to prevent any delay in the processing of information, USER understands and agrees that delays may result in the processing of information based upon technical difficulties and burdens placed on BMV systems. The BMV agrees to correct such problems within a reasonable time period and to thereafter process data requested by USER.
5. USER expressly warrants and represents that it will promptly and adequately destroy BMV data in its possession, in accordance with applicable state and federal law, when it is no longer needed for the statutory purpose for which it was requested, and it shall also take reasonable measures to require its customers to do the same. USER shall destroy any paper copies or copies stored in an electronic or any other format in accordance with the foregoing representation. Destruction of records shall include shredding, incineration, or other method that renders the records illegible and irretrievable.
6. USER shall not access, use, or disclose the information furnished pursuant to this agreement to engage in any method, act or practice that is unfair or deceptive in the solicitation or advertisement of goods, services, or real estate to Ohio consumers.
7. USER shall not use, resell, or redisclose any personal information obtained under this agreement, unless USER meets the provisions of this agreement and R.C. section 4501.27(C).



8. Such a USER who resells or rediscloses any personal information shall keep for a period of five years a record that identifies each person or entity that receives any of the personal information and the permitted purpose for which the information is to be used and shall make all such records available to the BMV upon its request. USER shall not use personal information provided in BMV records for bulk distribution for surveys, marketing, or solicitations, nor shall USER resell or redisclose information to another for such purposes, unless the person whose information is used has provided express written consent for such disclosure to the BMV.
9. USER agrees that it will not provide information obtained pursuant to this agreement to any other person without entering into an agreement including these prohibitions.
10. USER hereby agrees that information furnished pursuant to this agreement shall not be used in establishing an individual's eligibility for credit, and will only be used by an insurer, insurance support organization, or self-insured entity, or by an agent, employee, or agreement or of that type of entity, in connection with any claims investigation activity, anti-fraud activity, rating, or underwriting.
11. By signing this agreement, USER warrants that the signatory and all personnel are familiar with all the provisions of R.C. 4501.27 (commonly known as the Driver Privacy Protection Act). In addition, USER, on behalf of itself, its successors, and assigns further agrees that all users of this information will abide by the terms of both federal and state law including but not limited to, those laws restricting access to personal information from motor vehicle records.
12. USER shall permit a representative or agent of the BMV upon request to conduct on-site inspections and to copy records relevant to each person or entity having accessed, used, and obtained personal information from USER and the permissible use for which it was accessed, used, or obtained. The BMV shall have full audit rights, with respect to both physical and data security and relevant business records. If requested, USER shall bear the expenses of one such inspection during each year of the agreement. For purposes of this paragraph, expenses include travel and lodging.
13. USER agrees to timely provide all documentation requested by the BMV pertaining to its access, storage, use, and release of BMV data or its third-party clients' activities. Copies of such documents shall be provided at no cost to the BMV if requested. Unless otherwise specified, USER'S failure to provide all requested documentation within ten (10) calendar days may result in the immediate termination of access to information and cancellation of said agreement.
14. USER agrees to hold harmless and indemnify the Ohio Department of Public Safety, Bureau of Motor Vehicles, its officers, agents, and employees from and against any and all actions, suits, damages, liability or other proceedings, including reasonable attorney fees that may arise as the result of performing services hereunder. This section does not require USER to be responsible for or defend against claims of damages arising solely from errors or omissions of the Department, its officers, agents, or employees, unless USER'S activities contribute to or increase applicable damages.
15. The BMV and USER mutually agree that the BMV will not be responsible for omissions or errors in the copies of BMV records furnished to USER, and that the BMV makes no representations, either express or implied, regarding the use, performance, or fitness for any particular purpose of the information furnished to USER. Upon notification of an omission or error, the BMV shall endeavor to correct such omission or error in a timely fashion.
16. USER and any officer, agent, employee or other person employed or retained by USER to carry out the terms of this agreement is an independent contractor of and not an officer, agent, or employee of the Ohio Department of Public Safety, Bureau of Motor Vehicles.
17. This agreement may not be assigned without the express written consent of the BMV.
18. USER agrees that the signatory to this agreement is authorized to sign this agreement and to make any assertions and acknowledgements related to USER's request for and receipt of BMV records on behalf of USER. This includes, but is not limited to, assertions and acknowledgements made in this agreement, on the BMV 1173 form, on any other supporting documentation requested by the BMV or provided by USER, and in any other related correspondence or conversation. USER agrees that it will be responsible for and may face civil or criminal liability based on the actions of the signatory.



19. Either party may cancel this agreement at any time prior to its expiration by giving the other party thirty (30) days written notice.
20. USER shall immediately notify the BMV of any security breach involving BMV records or upon discovery that BMV records have been disclosed in violation of this agreement or any federal or state law. USER shall conduct a prompt investigation of any alleged misuse of BMV records or security breach and shall fully cooperate with BMV personnel to address related issues and concerns.
21. The BMV may immediately suspend performance of this agreement for a period not exceeding thirty (30) days for reasonable cause. Reasonable cause shall include, but shall not be limited to, a reasonable belief that a security breach or unauthorized use, or release of BMV records involving USER has occurred, or a reasonable belief that USER has violated federal, state, or local law, or any provision of this agreement. Should the BMV determine that USER has failed to maintain BMV records in a sufficiently secure environment, or should the BMV determine that USER has violated a provision of law or this agreement, the BMV may terminate this agreement at any time during or subsequent to the thirty day suspension period.
22. Should the BMV find that USER has violated any of the terms of this agreement; the BMV may immediately terminate the agreement and immediately deny USER records provided pursuant to this agreement. Upon discovery of such a violation, the BMV may terminate this agreement regardless of whether it has chosen to impose the thirty day suspension period. The BMV may also pursue any other appropriate civil and / or criminal penalties or sanctions. Criminal and civil penalties may be pursued against the signatory to this agreement, any other appropriate individual, and USER as an organization or corporate entity.
23. If USER is found to have provided false information, USER may be subject to prosecution for falsification pursuant to R.C. 2921.13 and may face penalties of up to six months in jail and a \$1000.00 fine for an individual or \$5000.00 fine for an organization.
24. This agreement shall commence upon the full execution and signature by the parties and shall terminate two years from the date of full execution, unless sooner terminated pursuant to the terms hereof. The parties may agree to renew this agreement for additional intervals. In order to renew this agreement, USER shall be responsible for submitting a new BMV 1173 form and any other documentation required by the BMV. USER also agrees to update its documents originally submitted along with this agreement if there are changes made before the termination of this agreement.
25. This agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The courts of the State of Ohio shall have jurisdiction over this agreement and the parties.
26. If any provision of this agreement should be found illegal, invalid, or otherwise void, it shall be considered severable. The remaining provisions shall not be impaired, and the agreement shall be interpreted, to the extent possible, to give effect to the parties' intent.



Unless otherwise provided herein, all notices, correspondence, or other communications related to this agreement shall be in writing and delivered to the addresses set forth below:

**In the case of the OHIO DEPARTMENT OF PUBLIC SAFETY**

**IT Coordinator**

John Conomy, CIO  
1970 West Broad Street  
Columbus, Ohio 43223  
Phone (614) 752-4993

**Signing Authority**

Kathy Ludowese, CFO  
1970 West Broad Street  
Columbus, Ohio 43223  
Phone (614) 752-4993

**In the Case of COMMUNITY RESIDENTIAL SVCS**

**IT Coordinator**

Name-

Add 1-

Add 2-

City, St., Zip-

Phone #-

Email-

**Signing Authority**

Name-

Add 1-

Add 2-

City, St., Zip-

Phone #-

Email-

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

USER SIGNATURE <b>X</b>	TITLE	DATE
OHIO DEPARTMENT OF PUBLIC SAFETY SIGNATURE <b>X</b>	TITLE	DATE

**End of Ohio BMV Agreement for Use of Information**



OHIO DEPARTMENT OF PUBLIC SAFETY  
BUREAU OF MOTOR VEHICLES

**BUSINESS IDENTIFICATION INFORMATION**

Review the information listed below and identify on this page for which category you qualify. Provide the Ohio Bureau of Motor Vehicles with: a detailed synopsis of your company, the Business Identification Information (BMV 3342), the Agreement for Use of Information (BMV 1117), and the Record Request Form (BMV 1173).

**1. CORPORATION**

- a. Certificate of Good Standing (Certified copy from Secretary of State)
- b. Designation of Statutory Agent
- c. A Current List of Customers and the general nature of each customer's business
- d. Detailed Description of Security Aspects, including but not limited to:  
Utilized programs, access to data, and storage and housing of data and documents
- e. Tax Identification Number
- f. Completed BMV 1173 Record Request Form
- g. Corporate Resolution designating the person signing the BMV 1173 has actual authority to sign the form.

**2. PARTNERSHIP**

- a. Partnership Agreement
- b. Complete List of all Partners
- c. Documentation regarding Principal Place of Business (Address)
- d. A Current List of Customers and the general nature of each customer's business
- e. Detailed Description of Security Aspects, including but not limited to:  
Utilized programs, access to data, and storage and housing of data and documents
- f. Tax Identification Number
- g. Completed BMV 1173 Record Request Form

**3. SOLE PROPRIETORSHIP / INDIVIDUAL**

- a. Name of Business Owner and Social Security Number
- b. A Current List of Customers and the general nature of each customer's business
- c. Detailed Description of Security Aspects, including but not limited to:  
Utilized programs, access to data, and storage and housing of data and documents
- d. Tax Identification Number
- e. Complete Address / Place of Business with backup documentation
- f. Completed BMV 1173 Record Request Form

Return all documents to:

OHIO BUREAU OF MOTOR VEHICLES  
Attn: BMV Records  
P.O. Box 16583  
Columbus, OH 43216-6583





OHIO DEPARTMENT OF PUBLIC SAFETY  
BUREAU OF MOTOR VEHICLES

**OBMV RECORD REQUEST**

(Ohio Revised Code [R.C.] 4501.15, 4501.27, AND 4507.53)

This agency is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under R.C. 4501.27. Disclosure of this information is **REQUIRED**. **FAILURE** to provide any information will result in this form not being processed.

► This request is being made by (check one):

- ☐ **An individual inquiring regarding himself or herself:** (Complete **Part A**) If inquiring in person for information on yourself, you must provide personal information regarding yourself, or prove your identity by presenting your driver license or identification card.
- ☐ **An individual inquiring regarding another person:** (Complete **Parts A and B**) If inquiring regarding another individual, you must attach a notarized BMV Form 5008 giving the written consent of the person. All mail requests without the BMV Form 5008 attached will be returned to the requester.
- ☐ **Other:** (Check applicable reason for request on **Part C**, and complete **Parts A and B**)

► I am requesting the following personal information contained in the Bureau of Motor Vehicles records:

<input type="checkbox"/> Driving Record [302] (\$5.00)	<input type="checkbox"/> Copy of Title Record (\$5.00)
<input type="checkbox"/> Last Known Address [405] (Mail in Only) (\$5.00)	<input type="checkbox"/> Vehicle Registration Record [303] (\$5.00)
<input type="checkbox"/> Cosigner w / Date of Loss- _____ [405] (Mail in Only) (\$5.00)	
<input type="checkbox"/> Copy of Driver License Application [405A] (\$5.00)	

<b>PART A: Please provide current information regarding yourself:</b>		<b>NOTE: SIGNATURE REQUIRED</b>	
YOUR NAME (REQUESTER)	DATE OF BIRTH	SIGNATURE <b>X</b>	DATE
CURRENT STREET ADDRESS		CITY	STATE ZIP
COMPANY (IF APPLICABLE)		BMV ACCOUNT # (IF APPLICABLE)	
SOCIAL SECURITY #		DRIVER LICENSE #	LICENSE PLATE #
VEHICLE IDENTIFICATION #	TITLE #	TELEPHONE # / FAX #	

<b>PART B: Request regarding other person(s):</b>			
PERSON'S NAME		DATE OF BIRTH	
STREET ADDRESS	CITY	STATE	ZIP
SOCIAL SECURITY #	DRIVER LICENSE #	LICENSE PLATE #	
VEHICLE IDENTIFICATION #	TITLE #		

If requesting information on more than 1 person or vehicle, attach additional sheet(s).

☐ Additional sheet(s) attached

Make check or money order payable to **Ohio Treasurer of State**. If mailing, return to: **Ohio Bureau of Motor Vehicles, Attn: Records Request, P.O. Box 16520, Columbus, Ohio 43216-6520. Results will be mailed to requester.**

**NOTE:** When submitting this form in person to the Customer Service Center located at 1970 W. Broad St., Columbus, OH 43223, an additional \$3.50 fee will be charged. Additionally, not all record types listed above are available for processing at the Customer Service Center.



**Part C: I (requester) qualify as checked below, and I am requesting:**

1. As an **individual**. (Complete **Part A**, front)
2. \_\_\_\_\_ A record for use in the normal course of business by me as a **legitimate business** or an agent, employee, or contractor of a legitimate business, for one of the two following purposes: (a) to verify the accuracy of personal information submitted to the business, agent, employee, or contractor by an individual; (b) in case personal information submitted to the business, agent, employee, or contractor by an individual is incorrect or no longer is correct, to obtain the correct information, for the sole purpose of preventing fraud, by pursuing legal remedies against, or recovering on a debt or security interest against, the individual.  
My tax identification number is: \_\_\_\_\_  
My vendor number is: \_\_\_\_\_  
My professional license number is: \_\_\_\_\_  
Licensed by (agency): \_\_\_\_\_
3. With **written** consent. (Complete **Parts A and B**, front).
4. \_\_\_\_\_ Records for bulk distribution for surveys, marketing, or solicitations, where the information will be used, rented, or sold solely for bulk distribution for surveys, marketing, or solicitations;
5. \_\_\_\_\_ A record for the use of a **government agency**, including, but not limited to, a court or law enforcement agency, in carrying out its functions, or for the use of a private person or entity acting on behalf of an agency of this state, another state, the United States, or a political subdivision of this state or another state in carrying out its functions (a law enforcement agency does not need to fill out this form);
6. \_\_\_\_\_ A record for use in connection with matters **regarding motor vehicle or driver safety and theft**; motor vehicle emissions; motor vehicle product alterations, **recalls**, or advisories; performance monitoring of motor vehicles, motor vehicle parts, and dealers; motor vehicle market research activities, including, but not limited to, survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers. **Please provide relevant documentation supporting your request.**
7. \_\_\_\_\_ A record for use in connection with a civil, criminal, administrative, or arbitral **proceeding in a court or agency** of this state, another state, the United States, or a political subdivision of this state or another state or before a self-regulatory body, including, but not limited to, use in connection with the service of process, investigation in anticipation of litigation, or the execution or enforcement of a judgment or order (a subpoena or other court order may be used instead of this form). Please provide the court and case number, or if the case has not yet been filed, the court you anticipate to file in \_\_\_\_\_;
8. \_\_\_\_\_ A record pursuant to an **order of a court** of this state, another state, the United States, or a political subdivision of this state or another state (a subpoena or other court order may be used instead of this form). **Please attach a certified copy of the court order.**
9. \_\_\_\_\_ Records for use in **research activities** or in producing statistical reports, where the personal information will not be published, redisclosed, or used to contact an individual. **Please provide a detailed description of your research activities and identify the business, educational institution, or other entity for which you are doing the research;**
10. \_\_\_\_\_ Records for use by an **insurer**, insurance support organization, or self-insured entity, or by an agent, employee, or contractor of that type of entity, in connection with a claims investigation activity, anti-fraud activity, rating, or underwriting. Please provide your Tax Identification, Vendor, or Professional license number along with the name of the licensing agency: \_\_\_\_\_;
11. \_\_\_\_\_ A record for use in providing notice to the owner of a **towed**, impounded, immobilized, or forfeited vehicle. Please provide your Tax Identification, Vendor, or Professional license number along with the name of the licensing agency: \_\_\_\_\_;
12. \_\_\_\_\_ A record for use by a licensed **private investigative agency** or licensed security service for any purpose permitted under numbers 1 through 15 of this form; my agency license number is: \_\_\_\_\_;
13. \_\_\_\_\_ A record for use by an **employer** or by the agent or insurer of an employer to obtain or verify information relating to the holder of a **commercial driver license** or permit that is required under the "Commercial Motor Vehicle Safety Act of 1986", 100 Stat. 3207-170, 49 U.S.C. 2701, et seq., as now or hereafter amended. Please provide your Tax Identification, Vendor, or Professional license number along with the name of the licensing agency: \_\_\_\_\_;
14. \_\_\_\_\_ A record for use in connection with the operation of a **private toll transportation facility**;
15. \_\_\_\_\_ A record for any other use **specifically authorized by law** that is related to the operation of a motor vehicle or to **public safety**. **Please provide a copy of the relevant statute.**
16. \_\_\_\_\_ A record in order to carry out the purposes of either the "Automobile Information Disclosure Act", 72 Stat. 325, 15 U.S.C. 1231-1233, the "Motor Vehicle Information and Cost Saving Act", 86 Stat. 947, 15 U.S.C. 1901, et seq., the "**National Traffic and Motor Vehicle Safety Act of 1986**" 80 Stat. 718, 15 U.S.C. 1381, et seq., the "Anti-Car Theft Act of 1992", 106 Stat 3384, 15 U.S.C. 2021, et seq., or the "Clean Air Act", 69 Stat. 322, 42 U.S.C. 7401, et seq., all as now or hereafter amended, for use in connection with one or more of the following matters: (a) motor vehicle or driver safety and theft; (b) motor vehicle emissions; (c) motor vehicle product alterations, recalls, or advisories; (d) performance monitoring of motor vehicles and dealers by motor vehicle manufacturers; (e) removal of non-owner records from the original owner records of motor vehicle manufacturers.

I understand that if I receive personal information under numbers 2, 3, or 5-16 of this form, I may **resell or disclose** the personal information only for uses permitted under numbers 2, 3, or 5-16. I understand that if I receive personal information under number 2-16 of this form, and I **resell or redisclose** any personal information, I must keep for a period of five years a record that identifies each person or entity that receives any of the personal information and the permitted purpose for which the information is to be used, and I must make all such records available to the Registrar of Motor Vehicles upon request.

I hereby certify that all of the information contained on this form is true and accurate to the best of my knowledge and belief. I understand that providing false information may constitute a criminal offense of falsification with a maximum penalty of 6 months in jail and a \$1000 fine.

SIGNATURE

X

DATE