



Motor Vehicle Administration

Dear Applicant:

Thank you for your recent inquiry to the Motor Vehicle Administration (MVA) requesting authorization to provide Driver Remediation Programs, Driver Improvement Programs (DIP) and/or 3 Hour Alcohol and Drug Education (ADEP) courses.

To apply, you must complete and return the enclosed application packet, in its entirety, which includes the documents listed on page (2) two of this letter, the application checklist. In addition, the physical presence and licensure of your business must be in Maryland.

If you have been a classroom provider within Maryland for a minimum of two years, you may also apply to the MVA for approval to offer the online web-based program courses.

Once the packet is complete, please mail or drop it off to the main MVA Headquarters at:

MVA- Driver Instructional Services
6601 Ritchie Highway, Room 207
Glen Burnie, Maryland 21062

Upon receipt, the MVA reserves up to 30 days to review completed program application packets for classroom courses, and 60 days to review application packets for online services. If you have any questions or need further assistance regarding these programs, please contact one of our Customer Service Agents at 410-424-3751 or 410-768-7482, or send an email to driveredu@mdot.state.md.us

Sincerely,

Driver Instructional Services Division

Enclosures:

- Application Checklist
- Agreement-Driver Remediation Program(s) & Addendums
- Security Advisory Forms
- MVA FTP Remote Access Request Form
- Application for Driver Remediation Programs(s)
- Application for Instructor

APPLICATION CHECKLIST FOR DRIVER REMEDIATION PROGRAM(S)

The following documents must be submitted in your completed/signed application packet to the Motor Vehicle Administration:

- Completed "Application for Remediation Programs" Form (school/provider number will be furnished by the MVA)
- Signed/witnessed "Agreement-Driver Remediation Programs"
- Company "Organizational/Hierarchy Chart" must name all owners, officers, partners, and instructors of the program.
- Original "Certificate of Good Standing" from the Maryland State Department of Taxation indicating no outstanding tax obligations
- Completed "MVA/FTP Remote Access Request Form", and "Security Advisory Form" for each employee authorized for electronic data transmission
- Signed/witnessed Driver Privacy Protection Policy
- Application for Approval Remedial Programs
- An Application for every Instructor that will be teaching the program along with all of the proper documentation
- Five tests of twenty questions each with answer sheets from the question pool provided by the MVA (**INITIAL DIP APPLICANTS ONLY**)
- FEE:** \$300 for DIP Program
\$200 for 3 Hour Drug and Alcohol Program

On your check or money order, you **MUST** include on the face of the check:

1. NAME AND ADDRESS
2. PHONE NUMBER
3. MADE PAYABLE TO MVA

FOR APPLICANTS THAT ARE NEW AND NOT A DRIVER EDUCATION PROVIDER

In addition to the above documents the below must be submitted:

- Fire and Zoning forms for Business Office
- Fire and Zoning forms for Classroom

**MARYLAND DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLE ADMINISTRATION
DRIVER INSTRUCTIONAL SERVICES**

AGREEMENT – DRIVER REMEDIATION PROGRAMS

This Agreement made the ____ day of _____, 20__ by and between the Motor Vehicle Administration, hereinafter referred to as “the MVA”, and _____ hereinafter referred to as the “Provider”.
Business/Provider Name

The MVA desires to use the services of the Provider as a qualified entity for Driver Remediation Programs such as, Driver Improvement Programs (DIP) and 3 Hour Alcohol and Drug Education Program (ADEP) Courses. The MVA will establish by regulation the criteria and qualifications for all Providers.

I. TERMS AND CONDITIONS:

By entering into this Agreement, the Provider pledges compliance with all requirements as specified in applicable federal and State laws, including but not limited to Maryland Motor Vehicle Law and the Code of Maryland Regulations, Title 11.12.09, Motor Vehicle Administration – Licensing Of Businesses and Occupations and 11.11.05.05, Regulatory Business License Fees.

The term of this agreement shall commence on _____, 20__ and shall end on _____, 20__.
Date
Date

II. INDEMNIFICATION OF MVA

The Provider shall indemnify, keep and save harmless, the MVA, its agents, officials and employees against all injuries, judgments, cost and expenses with respect to third parties, which may arise against the MVA, its agents, officials and employees through negligent acts, omissions, or other torts committed by the Contractor, its agents or employees, in connection with the performance of its obligations under this Agreement.

III. CHOICE OF LAW

1. This Agreement was made and entered into in Maryland under the laws of Maryland.
2. The laws of Maryland shall govern the resolution of any issue arising in connection with this Agreement, including, but not limited to, all questions concerning the validity of this Agreement, the capabilities of the parties to enter therein, and the rights and modifications of the parties hereunder.

IV. EXCLUSIVE AGREEMENT

This Agreement is the exclusive statement of the agreement of the parties with respect to its subject matter and supersedes all prior agreements, negotiations, representations, proposals, and awards written and oral, relating to its subject matter. The parties expressly acknowledge that this Agreement is the product of mutual negotiations, and intend that neither party shall be construed to be primary drafter thereof.

AGREEMENT – DRIVER REMEDIATION PROGRAMS

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V. MODIFICATIONS

Any modification to this Agreement shall be approved by both parties, and shall be in writing. **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in duplicate on or before the date first set forth herein.

Witness:

Provider:

By: _____

Date: _____

Title: _____

Telephone No.: _____

Federal ID No.: _____

Date: _____

Witness

Motor Vehicle Administration:

By: _____

Date: _____

Title: _____

Date: _____

Approved as to Form and Legal Sufficiency:

MVA Assistant Attorney General

Date

ADDENDUM I
Driver Remediation Program(s)
PROVIDER # _____

List Maryland Classroom Location(s) below.
(If more space is required, please attach additional pages to this form.)

Street address: _____

City: _____

State: Maryland County: _____

Zipcode: _____

Street address: _____

City: _____

State: Maryland County: _____

Zipcode: _____

Street address: _____

City: _____

State: Maryland County: _____

Zipcode: _____

Street address: _____

City: _____

State: Maryland County: _____

Zipcode: _____

Provider # _____

ADDENDUM II

STATE OF MARYLAND
 DEPARTMENT OF TRANSPORTATION
 MOTOR VEHICLE ADMINISTRATION

Driver Privacy Protection Agreement Policy

In consideration of receiving personal information contained in Motor Vehicle Administration records, I HEREBY CERTIFY on behalf of _____ as its authorized agent this _____ day of _____, 200__, that

1. _____ understands that federal laws affect access to and use of computer information including, but not limited to, 15 U.S.C.A. § 278g-3 (Computer Security Act of 1987); 23 U.S.C.A. § 401 (National Driver Register Act); 5 U.S.C.A. § 552 (Freedom of Information Act); 5 U.S.C.A. § 552a (Privacy Act of 1974); 18 U.S.C.A. § 1001 (Computer Fraud and Abuse Act of 1986); 17 U.S.C.A. § 109 (Computer Software Rental Amendments Act of 1990); 15 U.S.C.A. § 1681 (Fair Credit Reporting Act); and, 18 U.S.C.A. §§ 2721 et seq. (Driver's Privacy Protection Act of 1994).
2. The Maryland Department of Transportation Office of Information Resources, its client agencies and their customers also adhere to state data processing security policies as set forth in Executive Order 01.01.1983.18 (Privacy and State Data System Security); Md. Code Ann., Crim. Law §8-606 (falsification of public records) and §7-302 (unauthorized access); Md. Code Ann., State Gov't §§ 10-611, 10-616 and 10-626 (Maryland Public Information Act); Md. Code Ann. Transp. II §§ 12-111 to 12-113 (Motor Vehicle Administration Records); and, as published by the Secretary of the Department of Budget and Management from time to time under Md. Code Ann., State Fin. & Proc. § 3-403.
3. _____ and all employees agree to maintain in strictest confidence and not willfully disclose to any person, firm, or corporation information obtained as a result of their access to personal information from Motor Vehicle Records.
4. By signing this agreement, _____ warrants that the signator and all personnel are familiar with all provisions of the federal Driver Privacy Protection Act of 1994, 18 U.S.C.A. §§ 2721 et seq., and with §§ 10-611, 10-616, 10-626 of the State Government Article and §§ 12-111 through 12-113 of the Transportation Article, Annotated Code of Maryland, which limit access to personal information from public records in Maryland. Further, _____, in behalf of itself, its successors and assigns further agrees that all users will abide by the terms of both the federal and state law including, but not limited to, those restricting access to personal information from Motor Vehicle Administration records only to those persons and for those purposes which are permitted under both laws.

Provider # _____

Driver Privacy Protection Agreement Policy – Page Two

- 5. _____ agrees to keep a record for five (5) years of all persons to whom information is redisclosed under this Agreement, and the purpose for which the information is to be used; and, to make that record available to the Motor Vehicle Administration upon request.
- 6. _____ shall be liable for, and shall indemnify, defend, and hold the Motor Vehicle Administration harmless for, any misuse or misappropriation of any personal information in a record obtained from the Administration in connection with this agreement.
- 7. _____ shall further indemnify the Motor Vehicle Administration for and against any and all losses, damages, judgments, liabilities or similar costs and expenses which arise in whole or part out of acts or omissions by _____ with respect to laws restricting access to and disclosure of vehicle records including, without limitation, reasonable attorneys fees and all other costs of defending against such action or claim.

IN WITNESS WHEREOF, the parties have caused these presents to be executed.

**Maryland Department of Transportation
Motor Vehicle Administration**

Witness: _____

By: _____

Date: _____

Date: _____

Purchaser

Witness: _____

By: _____

Date: _____

Date: _____

Approved as to form and legal sufficiency:

Assistant Attorney General

Date: _____

MARYLAND DEPARTMENT OF TRANSPORTATION
OFFICE OF INFORMATION RESOURCES – INVESTIGATIVE AND SECURITY SERVICES

SECURITY ADVISORY

This **ADVISORY** is initiated for **INFORMATIONAL** purposes only. The following paragraphs shall in no way be construed as a waiver by an employee of the rights and protections provided to employees by the Merit System Law (Article 64A of the Annotated Code of Maryland).

The Office of Information Resources and its Client/Agencies adhere to the State Policy: Data Processing Resources Security, as authorized by the Governor’s Executive Order 01.01.1983.18; the State Data Security Committee, State Agency Data System Security Practices; Article 27, Section 45A and 146 of the Annotated Code of Maryland. In addition, other Federal and State Laws and Regulations affect the access to and use of computer information such as the US Computer Crime Statute (1984), Computer Security Act of 1987, National Driver Register Act of 1982 (Public Law 97-364), Privacy Act of 1974, Freedom of Information Act, Computer Software Rental Amendments Acts (1990), Fair Credit Reporting Act, Computer Fraud and Abuse Act (1986), Federal Driver Privacy Act 1994; 18 U.S.C. §2720 et seq. and, with §§10-611, 10-616, 10-626 of the State Government Article; §12-111 through 12-113 of the Transportation Article, Annotated Code of Maryland, which limit access to personal information from public records in Maryland and Federal Copyright Law.

Specifically **PROHIBITED ACTS** include, but are not limited to:

1. Unauthorized access to or use of a computer, data or software.
2. Unauthorized copying or disclosure of data or software.
3. Obtaining unauthorized confidential information.
4. Unauthorized modification or altering of data or software.
5. Introduction of false information (public records).
6. Disruption or interruption of the operation of a computer.
7. Disruption of government operations or public services.
8. Denying services to authorized users.
9. Taking or destroying data or software.
10. Creating/altering a financial instrument or fund transfer.
11. Misusing or disclosing passwords.
12. Breaching a computer security system.
13. Damaging, altering, taking or destroying computer equipment or supplies.
14. Devising or executing a scheme to defraud.
15. Obtaining or controlling money, property, or services by false pretenses.

Authorized access to, including INTERNET and INTRANET, and use of information and computer resources is limited to the PURPOSE for which these privileges are granted. All authorized users during the term of their access and thereafter, shall hold in strictest confidence and not willfully disclose to any person, firm or corporation without the express authorization of the Director, OIR, any information related to security, operations, techniques, procedures or any other security matters. Any breach of security will be promptly reported to the Director, Office of Information Resources, designee or security officer.

I acknowledge that I have read and understand the foregoing security advisory.

Date: _____ Name: _____
(Please print or type)

SSN: N/A Signature: _____

OIR-ISS-10 (6/93) (R-3:02/97) (R-4:09/97) BADGE NUMBER _____ LOGONID _____

MVA FTP Remote Access Request Form

REQUESTER INSTRUCTIONS: Complete top section of form, sign, and date. Forward to MVA System Administrator or supervisor to sign and date the form. Submit signed form to MVA Security Officer for verification of access type(s).

ACTION: () New Request () Account Change () Account Deletion Date of Request: _____

Requester Name: _____ Phone: () _____

Email: _____

Name of Company: _____ Location: _____

Purpose of Remote Access: _____

ACKNOWLEDGMENT: Remote Access to the MDOT/MVA network is a privilege. I hereby acknowledge that remote access is authorized for my use only and that all passwords and user names are to be kept confidential at all times. By requesting a remote access account, I acknowledge that I will install or already have installed virus protection software on my remote (this includes business, home or laptop) system. In addition, I authorize MVA and/or their contractor perform random port scans to assess the security when needed of my connection to the MVA network. Installation of the virus protection and applying virus signature updates is my responsibility. I understand that failure to do so may result in loss of remote access privileges. MVA employees are not responsible for any operating system, hardware or software application problems encountered by any MVA Remote Access User when using the designated applications to connect to the MVA network(s). I have signed the MDOT Security Advisory agreement and I am aware of terms and conditions of the agreement.

Requester Signature/Date: _____

(TO BE COMPLETED BY MVA ONLY)

MVA SYSTEM ADMINISTRATOR OR SUPERVISOR AUTHORIZATION: I authorize the requestor to be granted FTP access to the MDOT/MVA public FTP Server.

JURISDICTION/SUBSCRIBER ID'S: _____

MVA System Administrator/Supervisor Name (Please Print): _____

MVA System Administrator/Supervisor Signature/Date: _____

IMPLEMENTATION DETAILS

MVA Security Officer Signature/Date: _____

INSTALLATION VERIFICATION (TO BE COMPLETED BY MVA REMOTE ACCESS ADMINISTRATOR ONLY)

Remote access has been successfully completed and is operational:

MVA Remote Access Administrator Signature/Date: _____ Date: _____

User ID Assigned: _____ Password : _____

Directory Access Rights: _____ Directory(ies) Allowed Access: _____

Directory Path created: _____

User ID Assigned: _____ Password : _____

Directory Access Rights: _____ Directory(ies) Allowed Access: _____

Directory Path created: _____



APPLICATION FOR APPROVAL REMEDIAL PROGRAMS

MUST PROVIDE SEPARATE FORM FOR EACH PROGRAM
(Please complete both sides of the application. Print in ink.)

- | | |
|--|---|
| <input type="checkbox"/> Application for DIP Program-\$300.00 | <input type="checkbox"/> Application for 3 Hour Alcohol/Drug Program-\$200.00 |
| <input type="checkbox"/> Change of Address DIP Program | <input type="checkbox"/> Change of Address 3 Hour Alcohol/Drug Program |
| <input type="checkbox"/> Add DIP Branch | <input type="checkbox"/> Add 3 Hour Alcohol/Drug Branch |
| <input type="checkbox"/> Application for DIP Internet Program-\$300.00 | <input type="checkbox"/> Application 3Hr Alcohol/Drug Internet Program-\$200.00 |
| <input type="checkbox"/> Video Use/Curriculum Changes | <input type="checkbox"/> OTHER: _____ |

(Must provide cd/dvd with application, also explain in additional information)

Name of Provider _____ Provider # _____

Street Address (For action indicated above.) _____ Suite Number/Floor _____

City _____ County _____ State _____ Zip Code _____

Telephone Number _____ Fax Number _____

Email Address (MUST PROVIDE) _____ Web Address for On-Line only _____

USE THIS PORTION FOR CHANGE OF ADDRESS/EMAIL/PHONE NUMBER ONLY

Old Site Address _____ City _____ County _____ Zip _____

New Location Address _____ City _____ County _____ Zip _____

Business Phone _____ Program Email Address _____

Has the applicant been previously approved as a Provider? Yes No
If **yes**, was the approval canceled? Yes No If **yes**, when? _____

Has any owner, partner, or corporate officer, listed ever been convicted of any violation of the Motor Vehicle laws in any state or territory?
 Yes No If **yes**, please explain in additional information section.

Has any owner partner or corporate officer, listed ever been convicted of a crime, other than traffic violations, in any state or territory?
 Yes No If **yes**, please explain in additional information section.

Are any owners, partners, or corporate officers currently employed by the State of Maryland? Yes No
If so, what agency? _____

PLEASE LIST ALL OWNERS, PARTNERS, AND OFFICERS OF CORPORATION BELOW

Name of Owner, Partner, or Officer	Position	Driver's License Number
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Home Address	City	County	Zip
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Date of Birth(Month/Day/Year)	Phone Number	Email Address (Must Provide)
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Name of Owner, Partner, or Officer	Position	Driver's License Number
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Home Address	City	County	Zip
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Date of Birth(Month/Day/Year)	Phone Number	Email Address (Must Provide)
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Name of Owner, Partner, or Officer	Position	Driver's License Number
------------------------------------	----------	-------------------------

Home Address	City	County	Zip
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Date of Birth(Month/Day/Year)	Phone Number	Email Address (Must Provide)
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If your request requires additional information, please supply here: _____

Certification of Signator(s)

It is illegal for anyone to give false or fictitious information to obtain approval as a provider. Since this certification is considered part of the application, anyone who provides or certifies to a false or fictitious statement or information herein may be prosecuted and/or have his or her approval canceled.

Applicant's Signature

Date



Apply to register to vote with your driver's license transaction. For details ask your customer service representative.

Application For Approval

MUST PROVIDE SEPARATE FORM FOR EACH PROGRAM
(Please complete both sides of the application. Print in ink.)

- | | |
|--|---|
| <input type="checkbox"/> Apprentice Permit- \$25.00 | <input type="checkbox"/> Permanent Instructor - \$150.00 |
| <input type="checkbox"/> Instructor License Renewal- \$150.00 | <input type="checkbox"/> DIP Instructor |
| <input type="checkbox"/> Corrected Instructor/Apprentice License - \$20.00 | <input type="checkbox"/> 3 Hour Alcohol & Drug Education Instructor |
| <input type="checkbox"/> Duplicate Instructor/Apprentice License - \$20.00 | <input type="checkbox"/> OTHER: _____ |

Name of School or Provider _____ School ID or Provider # _____ Instructor Number if applicable _____ Exp date _____

Applicant Information: (Name & Address must match your Driver's License)

First Name _____ Middle Name _____ Last Name _____

Street Address _____

City _____ County _____ State _____ Zip Code _____

Email Address _____ Date of Birth (Month/Day/Year) _____ Phone Number _____

Driver's License Number _____ Exp Date _____ State Issued _____

Yes No

- Has your driver license or privilege to operate a motor vehicle ever been revoked, suspended, cancelled or refused, in this or any other state or District of Columbia? If yes when (mm-dd-yy) _____ and where (state) _____ ?
- Are you at least 21 years of age and have you held a driver's license for the last three (3) consecutive years?
- Have you ever been convicted of any violation of the law, other than traffic violations? If yes, please explain in additional informational section or attach a separate sheet of paper.
- Are you currently employed by the State of Maryland? If so, what agency? _____

RENEWAL APPLICANTS ONLY

Yes No

- I certify that in the past two years that I have satisfactorily completed a minimum of 8 hours of professional development approved by the Administration. **Please provide supporting documentation from program that was completed.**
- I certify that I have been observed and evaluated at least 2 times in the last two years by the owner of the school, or another school official.

Certification of School

- I certify that the aforementioned individual has in the last 2 years taught a minimum of 30 hours of programs courses.

Certifying School number _____ Certifying School Official Signature _____ (Printed) _____ Date _____

NEW FOREIGN LANGUAGE APPLICANTS ONLY

Yes No

Are you applying to instruct Driver's Education in another language other than English?

If so, please check the appropriate box and supply the pertinent documents to certify that you are qualified to do so:

- Maryland Court Certified Translator- Must supply copy badge or other certification dated within the last 30 days.
- Maryland State Department of Education Certificate- Must supply copy of certificate stating in which language you are certified to teach.
- Driver Instructional Services Division Testing. Please contact DISD for scheduling.

If your request requires additional information, please supply here: _____

Certification of Signator(s)

It is illegal for anyone to give false or fictitious information for a Driver Instructors License, Apprentice Permit or a Remedial Program instructor's approval. Since the approval is considered part of the application, anyone who provides or certifies to a false or fictitious statement or information herein may be prosecuted and/or have his or her approval cancelled.

Applicant Certification

I certify, under penalty of perjury that the statements are true and correct. I am familiar with the Maryland Motor Vehicle certification laws and regulations concerning the conduct of remedial program instructors. I understand this approval is only valid while I am employed with an approved remedial program.

Applicant's Signature

Date

School or Program Owner's Certification

I acknowledge as owner, partner or department of education official of the licensed driver's school or Remedial Program listed that the information submitted by the applicant is true and that the applicant will be employed by me upon receipt of his/her approval.

I certify under penalty of perjury that the statements are true and correct.

Owner's Signature

Title

Date



Apply to register to vote with your driver's license transaction. For details ask your customer service representative.