



Wisconsin Department of Transportation Division of Motor Vehicles

eMV PARTNER

Program Standards

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SECTION 1.0 eMV PARTNER PROGRAM DESCRIPTION

Wisconsin's eMV PARTNER Program is a private-public partnership with dealerships, financial institutions, fleets and other business partners that, as Agents of the Wisconsin Division of Motor Vehicles (DMV), title and register vehicles for themselves or their customers. The program is authorized under s. 341.21, Wis. Stats. and chs. Trans 141 and 148, Wis. Admin. Code. The overall goal of the program is to provide more options for customers to receive efficient and convenient service.

Agent is able to electronically process title applications and vehicle registrations and issue Title and Registration Materials to customers, on-site at Agent's place of business. DMV may limit the types of transactions Agents are authorized to complete. For example, only an Agent that is a financial institution shall clear its own lien from DMV database. Some Agent types are authorized to print certificates of title on-site. Agents complete transactions through DMV's electronic systems. The DMV Front-end System transmits transaction data to DMV host system for processing, eliminating duplication of processing by DMV personnel. Agent submits documentation to DMV for electronic storage in the method prescribed by DMV. Funds are transferred electronically from Agent to DMV's bank account through an electronic system.

1.1 eMV PARTNER Program Standards

eMV PARTNER Program Standards are the technical and qualitative specifications necessary to establish and maintain consistency and uniformity of the eMV PARTNER program. These specifications address, among other things, product specifications, security requirements, communication protocols, information transfer requirements and general policies and procedures to be followed by all Agents in the use of any DMV application.

The eMV PARTNER Program Standards are intended to provide any potential eMV PARTNER Agent with sufficient background, process and technical details regarding the DMV System to consider whether they can prepare a proposal that meets DMV's requirements.

The eMV PARTNER Program Standards are also the criteria DMV shall use for reviewing and evaluating Agent and Vendor performance. DMV shall conduct periodic reviews of Agents to evaluate performance and compliance with the standards.

1.2 Definitions

- A. "Agent" means a Wisconsin licensed new or used vehicle dealer, a financial institution, or another entity approved by DMV to perform Agent Transaction Services and that agrees to comply with the eMV PARTNER Program Standards of DMV.
- B. "Agent Transaction Services" ("ATS") means those services provided by DMV which allows Agent to title, junk and register vehicles with DMV on behalf of its customer, and to remove its own lien from DMV records, as well as other transactions provided for in the eMV PARTNER Program Standards.
- C. "Authorized User" means an individual who is authorized, pursuant to the provisions of the Contract, User Agreement and DMV in furtherance of the Contract, to access

Vehicle/Driver Records and to file Vehicle Record information electronically via the ATS that is established by the Contract.

- D. "Complete" means Agent's action to save all necessary data for an electronic title and/or registration transaction, finishing the transaction.
- E. "Contract" means the written eMV PARTNER electronic title/registration processing contract between DMV and Agent.
- F. "DMV Database" means a collection of Vehicle/Driver Records filed with the State of Wisconsin.
- G. "DMV Front-end System" ("DMV System") means any DMV software interface used to authorize or execute the processing of title and registration transactions.
- H. "Electronic Fund Transfer" ("EFT") means the electronic transfer of money.
- I. "Junk" means a condition of a vehicle that is incapable of operation or use upon a highway and has no resale value except as a source of parts or scrap; "Junk" also means the act of updating a vehicle record in DMV Database to indicate the vehicle has that condition.
- J. "Pend" means Agent's action to enter all necessary data into an ATS for an electronic title and registration transaction, saving the data, but does not complete the transaction. The transactional data updates the DOT database and maintains the title and registration transaction ready for completion. Agent has submitted no funds to DMV and has issued no products (with the possible exception of a temporary license plate and/or temporary certificate of registration) for the title and registration transaction.
- K. "Title and Registration Materials" means items that substantiate evidence of vehicle ownership and registration, including but not limited to license plates and registration stickers as described in ch. 341, Wis. Stats., the blank certificate documents used to print certificates of title and any other materials issued by DMV.
- L. "Transaction" means a vehicle title or registration transaction.
- M. "User Agreement" means the written sworn statement signed by the Authorized User to attest that the Authorized User will uphold the requirements of the eMV PARTNER Program Standards.
- N. "Vehicle/Driver Records" means the vehicle title, registration and driver license records of DMV maintained on the State of Wisconsin's database.
- O. "Wisconsin Division of Motor Vehicles (DMV)" means the division within the Wisconsin Department of Transportation which governs the registration and issuance of Title and Registration Materials pursuant to Wisconsin law and regulation.

SECTION 2.0 POLICIES AND PROCEDURES FOR AGENT OPERATION

DMV shall designate and appoint Agent, for the purpose of using DMV System to access and update the vehicle registration database with DMV, subject to applicable state and local law and the eMV PARTNER Program Standards.

2.1 Appointment

DMV will consider applicants requesting appointment as Agent based on its ability to comply with the provisions in s. 156.04, Wis. Admin. Code.

2.2 Inventory Issuance and Adjustments

- A. If Agent cancels its Contract with the DMV, the following steps shall be performed within 24 hours of Contract cancellation:
- 1) Notify DMV at emvpartner@dot.wi.gov that Agent is cancelling and date of cancellation
 - 2) Reconcile the inventory on hand with the inventory recorded on DMV's system
 - 3) Return any inventory with an explanation of any discrepancies to either the closest DMV Customer Service Center or to the following address:

Wisconsin Department of Transportation
License Plate and Postal Services Unit
4822 Madison Yards Way
Madison, WI 53705

2.3 Service and Product Specifications

- A. Title and Registration Materials
Most Agents shall only provide a temporary certificate of registration and issue temporary plates if applicable when pending or completing a title transaction. DMV shall generate the temporary certificate of registration for Agent to access through the DMV System.
- B. Changes to Title and Registration Materials
Agent shall not make any changes to the certificate of registration or certificate of title.
- C. Customer Service
DMV may consider customer complaints when evaluating Agent performance.
- D. Issuing License Plates from DMV
Agents shall use DMV System to process an application and have DMV mail license plates from DMV.
- E. Advertising
Agent advertising of title and registration services shall not reference DMV quality or timeliness of service.
- F. Turnaround

Agent shall process a title transaction within seven business days of the date of delivery for dealer sales, the date the loan is closed for lenders, or the date a title and registration application is received for businesses offering title and registration processing services.

G. Submission of Daily Work

Documentation for all completed transactions must be submitted to DMV within 1 business day. Agents may electronically submit completed transaction documents using the method provided by DMV or mail the bundle report described in Section 2.5 and supporting documents using the mailing labels available from DMV. If the bundle report does not print or prints incorrectly, Agent shall mail all documentation for completed transactions to DMV without the bundle report.

2.4 Confidentiality and Security of Inquiry Information

In addition to the requirements for confidentiality and security outlined in the contract, Agent shall adhere to all state and local laws, rules and provisions as they relate to the confidentiality and security of information.

Agent shall provide data integrity and security and limit access to the data and DMV records as agreed in the Contracts with DMV.

Agents may access and use information and computer resources only as required for the performance of the contract with DMV. Agent cannot use information obtained from DMV records for any purpose other than the purposes specified in the contract. This specifically prohibits access to DMV records for any personal inquiries including friends, family, and coworkers, for employee recruitment, or for marketing purposes.

Agent shall complete a DMV User Agreement electronically through DMV System for each individual authorized to access DMV Database.

Agent shall inform all Authorized Users of their duties and responsibilities and require them to read the eMV PARTNER Program Standards.

2.5 Daily Transaction Bundle Report

Agents that do not upload completed transaction documents electronically using the method provided by DMV, shall print a report of all computerized title and registration transactions completed (referred to as Bundle Report) at the end of the business day or the beginning of the following business day. On the business day following completion of the transactions, those Agents must send the Bundle Report and supporting documentation for each completed transaction to DMV in the order of the Bundle Report. Documentation shall be submitted as follows:

- A. Agent shall submit a complete application for each transaction that appears on the Bundle Report. If the Bundle Report does not print or is incomplete, Agent shall nevertheless mail all documentation for completed transactions to DMV.
- B. Agent must record the title number and new license plate number, when applicable, on the Wisconsin Title and License Plate Application in the space provided.

- C. Agent shall submit the applications in sequential order by title number, as they appear on the Bundle Report. If Agent resets a completed transaction, the Bundle Report shall identify the transaction as a reset and include the title number and a prompt to include an MV2412, Image/Title Number Accounting form. The title number and VIN shall appear legibly on the form MV2412.
- D. If mailing paper documents, Agent shall remove all staples, paperclips, and stickers (including Post-It notes and stickers with bar codes) from all documents. Failure to remove staples, paperclips, etc. may result in damage to DMV scanning equipment. Repeated failure to properly prepare documents for scanning may cause the provisions of Progressive Discipline to be implemented. Agent may submit scanned documents electronically instead of mailing paper documents via the method as prescribed by DMV.
- E. In the case of an Agent that is required to submit license plate renewal and/or transactions to add or remove a lien with no change of ownership, which are not sent to DMV, title transfer applications shall be sorted in numerical order, as they appear on the Bundle Report.
- F. The Bundle Report and documentation shall be sent to DMV via first-class mail using the pre-printed labels provided by DMV, or by another method as prescribed by DMV.

2.6 Agent Support & Training Requirements

Agent shall train each Authorized User on the use of the DMV System, the processing of data to DMV and constraints and use of information as provided in these eMV PARTNER Program Standards and Contract.

Agent shall include not only the initial training but also ongoing training to cover employee turnover and other training necessary for DMV System program upgrades and legislative changes.

2.7 Record Retention

Agent shall securely maintain all records, electronic fund transfers, inventories and files of title transactions in a manner that is necessary to perform all applicable audits for a period of five years unless DMV specifies a longer retention period. Copies of stand-alone lien add and lien release transaction documents will need to be maintained securely for 60 days. All contractual agreements shall be maintained for a period of five years after completion or termination of the contract or after DMV completes all audits, whichever is later.

Agent shall make all records less than one year old available for inspection or audit during normal DMV business hours by DMV or its designee, at a location within the State of Wisconsin without advance notification. Agent shall make older records available for inspection upon reasonable advance notification.

2.8 Electronic Fund Transfer (EFT)

DMV is authorized to collect, and shall collect from Agents, all fees, payments, taxes, penalties and other sums accepted by such Agents in connection with vehicle titling, registration, registration renewal and other approved services provided by Agent. DMV shall withdraw such funds via Electronic Funds Transfer (EFT) from the account of Agent after midnight of the day after the electronic vehicle title and registration information updates DMV's system.

Agent is solely responsible for collecting all payments required for title and registration services provided under this Contract. DMV will withdraw funds from Agent *only* after transactions have been completed. No funds may be taken by DMV prior to Agent completing a transaction.

The process is as follows:

- A. Workday 1: Agent completes transactions.
- B. Workday 2: DMV debits Agent's bank account.

If a due date falls on a weekend or legal holiday, the due date shall be the next business day.

2.9 System Security and Audit Trails

Access and data security are of vital concern to DMV. To ensure a secure environment shall be maintained, DMV requires the following administrative step. This step applies to, but is not limited to: Agent Authorized Users, Subcontractors, and any individual who has access to DMV Database.

2.9.1 The need to *Identify*

Agent shall:

- A. Prohibit Authorized Users from sharing user ID's and passwords.
- B. Require each Authorized User to complete and sign a User Agreement indicating the user has received and understands DMV's requirements in regard to security and confidentiality of DMV information.

DMV shall:

- A. Keep User Agreements on file for a minimum of two years after the user ID is deactivated.

2.10 Background Checks

This section does not apply to licensed Wisconsin motor vehicle dealers or units of government.

Agents must, at their expense, perform a qualifying background check on each individual user that will access the DMV Database (Ex: Agent users and Subcontractors) AND each Authorized User must successfully pass a required background check to access DMV Database. The Authorized User must not have any disqualifying convictions.

The background checks must take place in the country or comparable political subdivision of the applicable jurisdiction in which such employee had resided and currently resides and/or has been or is currently employed.

Background checks will include a review of convictions, deferred adjudications, or employment termination for the following within the past five years:

- A. Falsifying documents or records
- B. Bribery
- C. Odometer Fraud

- D. Misuse of DMV Database
- E. Stalking
- F. Theft of Government/Employer property or funds
- G. Identity theft
- H. Destruction or misuse of Government Property
- I. Felony convictions as related to:
 - 1) Vehicle Sales
 - 2) Application Processing
 - 3) Fraud
 - 4) Securities law
- J. Verbal of Physical threats toward Government employees

The Authorized User shall provide the DMV, or its approved third-party designee, with a signed statement certifying that the results of the background check do not disqualify any employee from accessing the data, according to criteria provided by DMV, or approved third party designee.

Agent may submit background check results to DMV to consider on a case-by-case basis for possible denial of access to DMV Database. Agent shall deny access to any person having a conviction, deferred adjudication, or employment termination for the aforementioned offenses within the past 5 years.

Agent shall require each Authorized User to notify Agent if he or she is convicted of a disqualifying offense listed above. Upon receiving any such notice of a conviction, Agent shall immediately terminate Authorized User's DMV Database access.

DMV, or its approved third-party designee, reserves the right to conduct a criminal background check on any of the Agent's Authorized Users, for audit purposes. In addition to the initial background investigation required, the department may require, on a periodic basis, subsequent background investigations for Authorized Users per s. 110.09 (2), Wis. Stats. and s. Trans 195.11 (2), Wis. Admin. Code. DMV, or its approved third-party designee, may waive this requirement if the Agent provides proof that the criminal background checks are performed on its Authorized Users at time of hire.

SECTION 3.0 PROGRESSIVE DISCIPLINE PROCESS FOR NON-COMPLIANCE AND PROCESSING PERFORMANCE

DMV will subject Agents and Authorized Users to progressively serious disciplinary actions for failure to abide by the eMV PARTNER Program Standards, provisions of the Contract, or to pass processing audits. The disciplinary process involves a continuum of actions that DMV may take. It is possible for Agent to enter the process at any point along the continuum. Usually, discipline begins at the least severe sanction and progresses through increasingly severe sanctions after subsequent violations. However, more serious violations may justify imposing more serious sanctions from the beginning. If the practices of a licensed Wisconsin dealer or its Authorized Users violate dealer licensing laws or rules, DMV may take additional dealer license sanction as authorized by ch. 218, Wis. Stats.

3.1 Progressive Discipline Process for Violations of eMV PARTNER Program Standards/Contract

The disciplinary policy involves a continuum of actions that may be taken or recommended by the Division. Although it is possible for the Division to enter an agent into the process at any step, usually there is an orderly progression through the various steps in the process.

Step 1: DMV will issue 1st Advisory Notification to Agent identifying the violation and providing corrective process.

Step 2: DMV will issue a 2nd Advisory Notification to Agent identifying the violation and providing corrective process. Receipt of Advisory Notification to DMV from Agent is required.

Step 3: DMV will issue a Warning Letter and conduct direct outreach to Agent. This warning shall identify the problem and direct actions to rectify the errors or practices and specify a date for Agent to complete those actions. Agent will be provided notice that continued non-compliance may be cause for electronic processing suspension. Receipt of, and response to, Warning Letter to DMV from Agent is required.

Step 4: DMV will: Issue an Assurance of Compliance request to Agent. Perform direct outreach to Agent identifying the violation and providing corrective process. Provide date of electronic processing suspension for continued non-compliance.

Step 5: DMV may invoke contract provisions for suspension or termination of electronic processing access. Provide instruction for return to compliance and reinstate electronic processing capabilities if applicable.

3.2 Unacceptable practices, including the following, could result in discipline:

Agent and Authorized Users list:

- A. Failure to comply with any requirements in this document and/or Contract
- B. Marketing or otherwise operating without a current contract with DMV
- C. Willful misrepresentation of eMV PARTNER Program policies, procedures, contractual terms, state title and registration policies
- D. Willful misrepresentation in obtaining or issuing Title and Registration Materials
- E. Failure to make records available for inspection during DMV business hours
- F. Using DMV information for any reason other than providing required eMV PARTNER services
- G. Failure to correct errors within a time frame acceptable to DMV
- H. Charging fees in excess of those approved by DMV
- I. Failure or refusal to cooperate with DMV by withholding records or failure to maintain records
- J. Failure to notify DMV in writing of a change in location, facilities, or ownership
- K. Failure to attend training sessions as required by DMV
- L. Failure to return damaged inventory to DMV
- M. Failure to notify DMV for lost, stolen or damaged inventory
- N. Failure to comply with any law or administrative rule
- O. Failure to adequately and effectively execute Electronic Funds Transfer

- P. Failure to give written notification of intent to file bankruptcy
- Q. Failure to control inventory of Title and Registration Materials
- R. Devising or executing a scheme to defraud
- S. Unauthorized copying or disclosure of data or software
- T. Unauthorized modification or altering of data or software
- U. Misusing or disclosing passwords
- V. Reference to DMV quality or timeliness of DMV service in marketing or advertising
- W. Failure to maintain financial standing, solvency or responsibility
- X. Failure to maintain a surety bond or irrevocable letter of credit, if applicable

3.3 Progressive Discipline Process for Unsatisfactory Processing Performance

DMV shall measure processing performance according to the number, frequency, pattern, type and severity of processing errors that occur. DMV shall determine if Agent passes or fails an audit, and the need for any successive audits, in accordance with DMV's performance thresholds identified in the Dealer & Agent Section Auditing Manual: Third-Party Agent Processing Audit.

SECTION 4.0 eMV PARTNER PROGRAM STANDARDS CHANGES

Any Agent may request that DMV make a change to the eMV PARTNER Program Standards. The requesting party shall submit the request in writing to DMV at the address below, including the specific language for change, justification for the change, and a requested effective date. If DMV intends to approve a change to the eMV PARTNER Program Standards, DMV shall notify all Agents of the change and allow them to respond with comments within 30 calendar days. Upon final approval, DMV shall notify all Agents of the effective date of change and publish the eMV PARTNER Program Standards revision.

Wisconsin Department of Transportation
BVS Attn: eMV PARTNER Program Manager
Dealer and Agent Section
4822 Madison Yards Way, 3rd Floor South
Post Office Box 7909
Madison, WI 53707-7909
Email: emvpartner@dot.wi.gov

SECTION 5.0 ACKNOWLEDGEMENT OF eMV PARTNER PROGRAM STANDARDS

Check here to confirm that the applying organization has read and agrees to abide by the contents of this document.