

EMPLOYER PULL NOTICE PROGRAM REQUIREMENTS

To promote highway safety, California Department of Motor Vehicles (DMV) created the Employer Pull Notice (EPN) Program pursuant to *California Vehicle Code (CVC) §1808.1*. Employers required to participate in EPN must submit an application (INF 1104) for an account, and comply with the below requirements.

DMV reserves the right to amend or enhance its requirements. It is the responsibility of the employer to periodically review the DMV Website for updates to the EPN Requirements.

SECTION 1 — ENROLLMENT REQUIREMENTS

1. The employer must enroll all employed drivers identified in CVC §1808.1 in EPN.
2. Drivers not identified in CVC §1808.1 may be enrolled by the employer upon consent of the driver and by completing the Authorization for Release of Driver Record Information (INF 1101), or by completing a document that provides similar language. The authorization form must be retained at the employer's principal place of business.
3. Employers must obtain a current driver license record for any prospective employee or casual driver (a casual driver is one that is employed less than thirty (30) days during the preceding six (6) months) who drives any vehicle requiring a commercial license and/or a special endorsement/certificate. The record is to be reviewed, dated, and signed by the employer, and retained at the employer's principle place of business.

SECTION 2 — GENERAL PROVISIONS

1. EPN accounts will be valid from the date of account approval until termination for cause, (e.g., failure to comply with the EPN requirements), voluntary cancellation by the employer, or upon written notice from DMV.
2. The information acquired pursuant to EPN shall not be used for any purpose other than administering employer policies related to driving record requirements in accordance with CVC §1808.1.
3. Employer shall notify DMV in writing within ten (10) days of any changes to the Employer Account Application, (e.g., address, telephone number, contact person, changes in ownership, partnership, or corporate principal staff officers, etc.).
4. Employer shall notify DMV in writing at least one (1) day in advance of an intended date of account closure.
5. Requester codes assigned to an employer are confidential and shall not be shared with any other party unless expressly authorized by DMV.
6. Employer must include the requester code on all future enrollment or deletion requests and all correspondence submitted to DMV.
7. Employers shall not sell, retain, distribute, provide, or transfer any information or portion of the record information acquired, except as authorized by the DMV.
8. Employer shall not represent itself as an agent or employee of the DMV.
9. Employer agrees to defend, indemnify, and hold harmless DMV and its employees or agents from any and all claims, actions, damages, or losses which may be brought or alleged against its employees or agent for the negligent, improper, or unauthorized use or dissemination by the employer of information furnished to it by DMV or by reason of inaccurate information furnished by DMV.
10. EPN account is personal to the employer and no rights or responsibilities are assignable by the employer, either in whole or in part.
11. Employer understands that the EPN account may be modified and/or terminated immediately for failure to comply with EPN account terms and statutory or regulatory requirements.

SECTION 3 — INFORMATION USE

1. DMV retains ownership of all information extracted from its files.
2. DMV information must be destroyed when it is no longer needed for the reason for which it was originally requested. The method of destruction must be in a manner that it cannot be reproduced or identified in any physical or electronic form. Security measures must be in place to prevent unauthorized access to any DMV data.

SECTION 3 — INFORMATION USE *Continued*

3. Requester codes are confidential and must be protected from unauthorized use or disclosure. The EPN contact person must be an authorized employee of the company/agency.
4. Information received from DMV shall not be retained, stored, combined and/or linked with any other data on any database for any reason.

SECTION 4 — SECURITY REQUIREMENTS

1. Employer shall maintain the security and integrity of the information it receives. A violation of any provision of these requirements, whether by omission or act, shall be grounds for action by DMV and may result in suspension or termination of service to the employer. DMV may pursue appropriate administrative, civil, and/or criminal action for violation of these requirements.
2. Employer shall ensure compliance with all security provisions. Employer shall notify DMV's EPN section at (916) 657-6346 within one (1) business day, when information is received in error. All original documentation received in error must be mailed within one (1) business day to:
Department of Motor Vehicles
Employer Pull Notice Manager - H264
P.O. Box 944231
Sacramento, CA 94244
3. If fraud or abuse of DMV information is suspected, employer shall notify DMV's Policy and Information Privacy Section at (916) 657-5583 within one (1) business day. Written notification must be submitted using the Misuse of Record Information Complaint (INF 1164) form or on company letterhead and shall be prepared by the employer within one (1) business day and mailed to:
Department of Motor Vehicles
Information Services Branch
Policy and Information Privacy Section - H225
P.O. Box 942890
Sacramento, CA 94290-0001
4. Employer shall require every employee having direct or incidental access to DMV records to sign a copy of the Employee Security Statement (INF 1128) upon initial authorization for access to DMV records and annually thereafter. A copy of the signed statement shall be maintained at the employer's principle place of business for a minimum of two (2) years following the deactivation or termination of the account.

SECTION 5 — FEES

1. Employers receiving information directly from the DMV will be billed by the Automated Billing Information Services (ABIS) Section. The invoice shall be payable, in full, upon receipt. If any amount remains unpaid sixty (60) days after the invoice date, the EPN account may be closed. To dispute the invoice, DMV must be notified in writing within thirty (30) days of the invoice date. The invoice must be paid on time and accompanied with documentation substantiating the dispute. ABIS will review the employer's documentation and issue a refund or revise the billing, as appropriate. The dispute process does not allow for a 30-day extension on account balances.
2. If the payment received is not honored by a financial institution, a \$30 dishonored check fee will be assessed and added to the existing fee. Failure to pay the full fee may result in cancellation of the EPN account. Guaranteed funds (e.g. Money order or cashier check) are required to satisfy the original invoice and dishonored check fee. Personal or Business Checks will not be accepted.

SECTION 6 — SIGNATURE REQUIREMENTS

1. All documents must be signed with an original signature by a company/agency official responsible for managing the EPN account and for administering the provisions of these requirements.
 2. The person within the company/agency that is authorized to complete and sign the application on behalf of the employer may be held personally responsible to the DMV for any debts and obligations arising under these requirements.
 3. By signing the EPN Enrollment Application (INF 1104) the employer agrees to comply with all EPN requirements.
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