

SERVICE PROVIDER AGREEMENT FOR PARTICIPATION IN THE CONTINUOUS MONITORING OF MOTOR VEHICLES

State of _____)
County of _____) §

Being first duly sworn under penalty of perjury _____ hereby state:
Business Name of Service Provider

Purpose

The purposes of this agreement is to clearly identify the roles and responsibilities of each party as they relate to equipment Service Providers who participate in a voluntary program to electronically monitor Fleet vehicle emissions to comply with current statutory requirements. See [NRS 445B.767](#), [NAC 445B.602](#) and [NAC 445B.603](#).

Conditions of Participation in the Continuous Monitoring of Motor Vehicles

To participate in this program, equipment Service Providers of continuous electronic monitoring of vehicle emission technology must demonstrate that they meet the following criteria:

_____, understands and agrees that the electronic equipment
Business Name of Service Provider
being utilized must be connected to the onboard diagnostic Data Link Connector (DLC) of any participating Fleet vehicle.

_____, understands and agrees that the electronic equipment
Business Name of Service Provider
being utilized must be a pass-through design that allows for other diagnostic equipment to be connected to it without the device needing to be disconnected or removed from the vehicle at any time.

_____, understands and agrees that the electronic equipment
Business Name of Service Provider
being utilized must continuously monitor the required vehicle elements and electronically transmit one record of this data daily, for each participating vehicle in a manner compatible with the Department.

_____, understands and agrees that any participating vehicle
Business Name of Service Provider
must be gasoline powered with a model year of 2008 or newer, have a gross vehicle weight rating of 14,000 lbs. or less, and be equipped with United States Environmental Protection Agency (USEPA) approved Onboard Diagnostics System (OBD-II) with Data Link Connector (DLC) that permits electronic monitoring for the following required vehicle elements:

1. Service Provider ID; Device Model Number; Device Serial Number; Electronic Vehicle Identification Number (EVIN); Date of Data Collection; Time of Data Collection; Communications Protocol; Malfunction Indicator Lamp (MIL) Commanded Status; all eleven OBD-II Monitor Statuses; Engine Revolutions Per Minute (RPM); all Parameter Identification Data (PID) Counts; Powertrain Control Module Identification Data (PCM ID); Calibration Identification Data (ID); Calibration Verification Number (CVN); all Active, Pending, and Permanent Diagnostic Trouble Codes (DTC's); Active and Pending Diagnostic Trouble Code Count; Distance Travelled while MIL is commanded on; Number of Warm-Ups since DTC cleared; Engine Runtime in Minutes while MIL commanded on; Time since Diagnostic Trouble Codes cleared; Device Status; Device Firmware Number; all supported PIDs.
2. Additional parameters as the Department of Motor Vehicles (DMV) shall designate.

_____, understands and agrees to obtaining Device Certification
Business Name of Service Provider
for the electronic equipment that will be used to electronically monitor vehicle emissions on a continuous basis.

_____, understands and agrees that the Device Certification
Business Name of Service Provider
process is completed and subject to approval by the Department of Motor Vehicles. The Department will provide proof of Device Certification by completing a Continuous Monitoring Device Certification, form EC-040 upon approval of the requested electronic equipment.

_____, understands and agrees to provide timely notification to
Business Name of Service Provider
the Department prior to downloading any new or modified device firmware / software code into the OBD-II devices of participating Fleet vehicles.

_____, understands that the Department will conduct random
Business Name of Service Provider
audits to ensure Service Provider quality of service, accuracy and compliance.

_____, understands and agrees to provide proof of Federal
Business Name of Service Provider
Employer Identification Number and a completed Application for Participation in the Continuous Monitoring of Motor Vehicles, Form EC-041.

_____, understands and agrees to provide their physical address,
Business Name of Service Provider
mailing address, e-mail address and telephone number to the DMV.

_____, understands and agrees that any participating vehicle
Business Name of Service Provider
cannot be enrolled on the date the vehicle registration is due.

Electronic Notifications

Electronic notifications will be sent to the Certified Service Provider regarding certain key events outlined in the Continuous Monitoring Web Interface Document.

Duration of Collaboration Period

_____, understands and agrees that once all requirements are met, this agreement will be in effect until such time that the equipment Service Provider requests to cancel participation or until such time as the DMV denies or terminates a Service Provider participant from the program as provided below.

_____, understands and agrees that a request for cancellation of participation in the continuous monitoring of motor vehicles must be made by the Principal of the Service Provider's company.

This request is completed by submitting a Cancellation of Participation in the Continuous Monitoring of Motor Vehicles (EC-042) to the DMV.

Termination of Participation: Authority of DMV

_____, understands and agrees that the DMV may deny or terminate an equipment Service Provider from the program.

Grounds for denial or termination include:

1. Failure to remove non-responsive vehicle transmitters or correct any problem that might prevent the required transmission of data from the vehicle to the data management system and to the Department.
2. Failure of the data management system to communicate with the enrolled vehicle and to report accurate and complete information from the vehicle.
3. Evidence exists which indicates a vehicle's emission control system or electronic monitoring device or system has been manipulated, disconnected or tampered in any manner to allow transmittal of erroneous or fraudulent information.

Confidentiality

_____ has read, fully understands and agrees to abide by the
Business Name of Service Provider
current laws and regulations in effect and hereinafter enacted or adopted regarding the manner in which personal information from the DMV driver's license and registration files and records may be obtained and the limited uses which are permitted.

_____, understands and agrees that all data, information, reports,
Business Name of Service Provider
tests, manuals, instructions, plans, system designs, computer codes, and any documents or drawings received from the DMV, or created by the equipment Service Provider as necessary to render performance under this Agreement, must be kept strictly confidential. Except for the sharing of information among law enforcement agencies for law enforcement purposes, the equipment Service Provider agrees that it may not disclose any of the confidential items to a person who is not a party to this agreement absent the express written consent of the DMV. The equipment Service Provider further understands and agrees that the DMV may be required to disclose, in certain instances, some of the above items in compliance with Nevada Public Records Law, and these instances do not change the obligations of the equipment Service Provider to maintain confidentiality as set out above.

The confidential items, as set out above, specifically include, but are not limited to, the following items:

1. Information regarding security passwords, security access codes and security programs; access codes for software applications and security procedures, processes and recovery plans;
2. Specific data collected in preparation of or essential to the DMV's business;
3. Security testing results, especially if the results identify specific system vulnerabilities.

_____, understands and agrees this confidentiality provision's
Business Name of Service Provider
purpose is to prevent public disclosure that may have an impact on public safety or security, including but not limited to security of personal information.

_____, further understands and agrees to indemnify, hold
Business Name of Service Provider
harmless, and defend the DMV from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorney fees and costs, based on the Service Providers release of the aforementioned items.

_____, understands and agrees that if some of the above items
Business Name of Service Provider
must be disclosed to a third party, the DMV and the third party must agree, in writing, to the terms of the disclosure.



_____, understands and agrees that the terms of this provision
Business Name of Service Provider
shall survive the completion of performance under this Agreement and/or the termination of this Agreement.

The below signature from the authorized company representative binds the company to the terms of this Agreement.

DATED this _____ day of _____, (20 ____)

_____ Signature of Service Provider Principal	_____ Printed Name of Service Provider Principal
_____ Title (if applicable)	for _____ Printed Business Name of Service Provider

Signed and sworn to me this

DATED this _____ day of _____, (20 _____)

By _____

NOTARY PUBLIC