

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 8-11-23	PREPARED BY: Emmy Robie
Meeting Date Requested 8-23-2023	PRESENTED BY: Josie Koelzer
ITEM: (Select One) ☒ Consent Agenda Brought Before the Board Time needed:	
SUBJECT: Renew CPS User Agreement between the Washington State Department of Licensing and Franklin County Treasurer	
FISCAL IMPACT: An initial deposit of \$25.00 was required with the first IVIPS (Drives) agreement, which was paid from the Treasurer's O&M 106-000-001 budget. There is a \$0.04 per request fee billed and deducted from the deposit amount if no record is found, and a \$2 fee if a record is found. Over the past years, we have not spent more than the original \$25 deposit.	
BACKGROUND: The attached agreement between Franklin County and the Washington State Department of Licensing is currently required to be renew. The Treasurer's Office utilizes the Washington State Department of Licensing Internet Vehicle/Vessel Information Processing System (Drives) to attempt to find contact information for taxpayers and interested parties prior to our Distraint sales.	
COORDINATION: This information has been put together by the Treasurer's Senior Deputy Treasurer and reviewed with the Franklin County Treasurer. The contract has also been reviewed by Jeff Briggs in our Prosecuting Attorney's Office.	
RECOMMENDATION: Recommend Commissioner's sign attached resolution renewing agreement.	
ATTACHMENTS: ASR –Resolution Contract Plate Search Use and Disclosure Agreement	
HANDLING / ROUTING: (Once document is fully executed it will be imported into Document Manager. Please list <u>name(s)</u> of party(s) that will need a pdf.) Original : Commissioners Office pdf Treasurer's Office pdf	

I certify the above information is accurate and complete.

Name: Emmy Robie

Title: Senior Deputy Treasurer

Ernst Raut

FRANKLIN COUNTY RESOLUTION _____

BEFORE THE BOARD OF COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

**RENEWAL OF THE INTERNET VEHICLE /VESSEL INFORMATION
PROCESSING SYSTEM (DRIVES) USER AGREEMENT BETWEEN
THE WASHINGTON STATE DEPARTMENT OF LICENSING AND
THE FRANKLIN COUNTY TREASURER**

WHEREAS, the Franklin County Treasurer notified the Board of the desire to renew the agreement with the Washington State Department of Licensing for reimbursable services to provide public record information on vehicles and/or vessels; and

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120, the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of the County property and management of County funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority for Franklin County and desires to enter into this agreement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED, the Franklin County Board of Commissioners hereby approves the renewal of the attached Internet Vehicle /Vessel Information Processing System (DRIVES) User Agreement between the Washington State Department of Licensing and the Franklin County Treasurer.

APPROVED this 23rd day of August, 2023

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

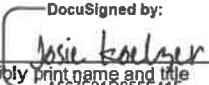
Chairman Pro Tem

Member

ATTEST:

Clerk to the Board

*Originals: Commissioners Office
Copy: Treasurer's Office*

	CONTRACTED PLATE SEARCH (CPS) USE AND DISCLOSURE AGREEMENT		New Account No.
			Renewal Account No. 645368
Basic Information:			
Start date Upon Execution		End date July 31, 2025	Financial Amount Revenue: Dependent on Usage.
Licensee			
Licensee's Name Franklin County Treasurer		Licensee's DBA	
Licensee physical address 1016 N 4th Ave Pasco WA 99301		Licensee mailing address PO Box 1011 Pasco WA 99301	
Licensee Agreement Manager name Josie Koelzer	Licensee Manager Phone 509-545-3518	Licensee Manager e-mail address jkoelzer@franklincountywa.gov	
Department of Licensing (DOL)			
DOL administration Data Management Office		DOL division Office of Equity, Performance and Accountability	
DOL Agreement Manager information Susan Mitchell		DOL contact address Department of Licensing PO Box 9020 Olympia, WA 98507-9020	
DOL contact telephone 360-902-3708	DOL contact fax N/A	DOL contact e-mail dataservices@dol.wa.gov	
Attachments			
Required documents The following documents are incorporated by reference: (Attachments include terms and conditions, Exhibits are information only) - Attachment A, Data Security Requirements - Attachment B, Subscriber Requirements - Exhibit A - Information Request Log - Exhibit B - Sample Information Request Log Requirements - Exhibit C - Sample Notification Letter. DOL reserves the right to modify or update all Exhibits as deemed appropriate. Licensee is responsible to check that they are only using the most current version of documents.			
The terms and conditions of this Agreement are an integration of the final, entire and exclusive understanding between the Parties, superseding all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Agreement. This Agreement is effective upon execution by both Parties. The Parties signing below represent that they have read and understand this Agreement, and have the authority to execute on behalf of their entity.			
Licensee signature DocuSigned by: 		DOL signature Date	
Legibly print name and title Josie Koelzer Treasurer		Print name and title Evelyn Lloyd, Assistant Director Administrative Services Division 	

This Data Sharing Agreement (hereinafter called "Agreement") is entered into by and between the Washington State Department of Licensing (hereinafter called "DOL"), and the individual or entity named on the first page, (hereinafter called "Licensee"). DOL and Licensee may be individually referred to as "Party", or jointly referred to as "Parties".

BACKGROUND INFORMATION

1. PURPOSE

The purpose of this Agreement is for DOL to establish the terms and conditions upon which it will grant Licensee with limited access and use of DOL's Contracted Plate Search (CPS) system, for purposes of accessing Confidential Information contained in DOL's vehicle and vessel records.

2. LEGAL JUSTIFICATION

DOL is authorized to enter into this Agreement Pursuant to Revised Code Washington (RCW) Chapters 19.02; 46.12, and 42.56; Washington Administrative Code (WAC) 308-10-075 & 308-93-087; the Federal Driver Privacy Protection Act of 1994 (DPPA).

3. DEFINITIONS

As used throughout this Agreement the following terms have the meanings set forth below:

Authorized User or User- means any individual who is authorized by the Licensee to access CPS. This definition includes all "Administrators" or account managers who also access CPS.

Confidential Information- means information requiring protection that is more sensitive than "public" and may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.56 or other state or federal statutes. Pursuant to this Agreement, Confidential Information includes, but is not limited to, vehicle and vessel ownership information, and any other personal information (such as name and address) of the vehicle and vessel owners.

Contracted Plate Search or CPS – means the record retrieval and display systems for vehicle and vessel registration information from DOL's DRIVES system.

Data – means any and all vehicle and vessel record information provided to the Licensee by DOL pursuant to this to this Agreement.

DRIVES – means the primary DOL database from which vehicle and vessel registration information is retrieved and then displayed to the CPS user by way of LicenseXpress. CPS users do not have direct access to the DRIVES database.

Inquiry – means any access to CPS that returns: a record, or no record found.

Subscriber - means the agency, firm, provider, releasing entity, organization, individual, customer, or other entity engaged in doing business with the Licensee to obtain, or otherwise utilize or receive benefit from, the Data received from DOL and includes the purchasing of a service or product from Licensee. A Subscriber must be entitled to the Data with a permissible use under the state and federal disclosure and privacy laws.

Vehicle Record – means any information contained in CPS that identifies a specified vehicle (of any type or category) or the registered ownership thereof.

Vessel Record - means any information contained in CPS that identifies a specified vessel (of any type or category) or the registered ownership thereof.

SPECIAL TERMS AND CONDITIONS:

4. GRANT OF ACCESS

Subject to the terms and conditions of this Agreement, DOL hereby grants Licensee with a limited non-transferable license for access and restricted use of vehicle and vessel Data from CPS This grant of access does not provide Licensee with any ownership rights to the Data; at all times DOL remains the sole owner of the Data.

5. TERM OF AGREEMENT

The term of this Agreement begins on the date of mutual execution by both parties, and ends on the date noted

on the first page, unless terminated sooner, or extended by the Parties pursuant to an executed amendment. If licensee wishes to extend this Agreement, Licensee must timely notify DOL and renew its application. DOL does not send notice of expiration to the Licensee.

6. SAFEGUARDING

Data provided pursuant to this Agreement includes Confidential Information. Licensee shall protect and safeguard all Confidential Information received under this Agreement against any unauthorized disclosure, use, or loss as set forth in Attachment A - *Data Security Requirements*, and further as set forth under all state and federal requirements enacted or revised over time, regarding Data Security, electronic data interchange, and restricted Permissible Uses of such information.

7. PERMISSIBLE USE

Data herein includes Confidential Information, and may only be used for Permissible Uses allowed by state or federal law, and as specifically limited and defined under subsection - 7A.

Any other use of Confidential Information is strictly prohibited. This includes the use of active records for purposes of testing and training. For purposes of training, Licensee only may use records in connection with actual work performed in the normal course of business.

DOL also fully complies with Executive Order 17-01, and specifically prohibits the use of Data, or the release of Data to other authorities, for purposes of investigating, locating, or apprehending individuals for immigration related violations.

7A. Approved Use and Disclosure

Licensee may only use and disclose Data for the following limited purposes:

For use by a government agency to carry out its functions. The requested function we will use the CPS system to research manufactured homes which owe taxes by VIN and serial number.

The sale or other distribution of any vehicle or vessel owner name or address to another person not disclosed in a request or disclosure agreement executed with the department is a gross misdemeanor punishable by a fine not to exceed ten thousand dollars, or by imprisonment in a county jail for up to three hundred sixty-four days, or by both such fine and imprisonment for each violation – RCW 46.12.640.

8. ACCESS PERIOD

The Access Period is a duration of time under the term of this Agreement when Licensee, and each of its listed "Users," are granted access to the Data. The Access Period may be suspended due to non-compliance with this Agreement (to include any investigation of possible non-compliance). The suspension of the Access Period prevents Licensee, or a specified User, from further access and/or use of data. Licensee and all Users remain obligated to follow all other terms and conditions of this agreement.

9. ACCESS TO DATA

Licensee will be granted access to the Data upon receiving the following types of inquiries:

- A. In writing by email to recordsdesk@dol.wa.gov (\$2.00 per record fee may apply).
- B. Through online internet access to CPS-via LicenseXpress. (The online system is designed to provide continuous 24 hour access, but cannot be guaranteed. The CPS service may be temporarily inaccessible during periods where the system is being evaluated, updated, or repaired.)

In order to use the CPS online services, Licensee must designate an Administrator (originally designated in the application) who is responsible for establishing and managing all of Licensee's User accounts under this Agreement. If a User will no longer be accessing Data through Licensee's account, the Administrator must immediately remove that User account from the system.

Each User accessing Data on behalf of the Licensee must have an individual LicenseXpress account. User accounts are not interchangeable and cannot be shared. Each user account must be maintained with its own user account name and password. All account transactions are recorded in DRIVES to identify the information accessed through that account.

Licensee must actively monitor each User (including the Administrator and any account Managers) to ensure

Data is accessed and used only for official job responsibilities, and the limited permissible uses as permitted in this Agreement. Licensee must immediately revoke the access of any User who accesses or uses Data outside of the allowed Permissible Use or otherwise violates any terms or conditions of this agreement. DOL reserves the right to suspend or terminate the access of specific users if DOL determines that such user is not maintaining compliance with this Agreement. Continued User non-compliance may be grounds for termination of this entire agreement.

The use of computerized applications (such as "bots") to access, retrieve, or store Data is prohibited.

10. FEES

Licensee shall pay fees for all transactions initiated by its Users.

- A. The fee for use of CPS is \$0.04 (four cents), applicable to all CPS Users, for each inquiry including inquiries that return a "no file" or "no record found".
- B. There is an additional \$2.00 (two dollar) fee for each inquiry that returns a vehicle or vessel record. (Government entities are exempt from the \$2.00 fee pursuant to RCW 46.12.635).
- C. DOL reserves the right to increase or decrease fees without notice or when mandated by law.

11. PAYMENT AND BILLING PROCEDURES

Invoicing and payment obligations are monthly, unless otherwise agreed upon in writing.

- A. Licensee, must pay invoices within thirty (30) days of the date of invoice. Payment must include the CPS account number and a copy of the invoice. Payment is to be made to
Department of Licensing, CPS (account #)
P.O. Box 3907
Seattle, WA 98124.
- B. Washington State agencies may pay invoices using a journal voucher (JV) or by making an inter-agency payment (IAP) using the DOL Statewide Vendor Number SWV0011175-01.
- C. If Licensee fails to timely pay invoices, DOL reserves the right to suspend the access period, or release the account to a collection agency. DOL may provide advance notice of suspension or collection, but is under no requirement to do so if Licensee has failed to pay multiple payments.
- D. If monthly bill totals \$4.50 (four dollars fifty cents) or less, DOL may not send a bill and may carry over the amount due to the next month's billing. If DOL ever fails to supply a monthly invoice, that amount is carried over to the next month; DOL's failure to provide an invoice does not waive the Licensee's obligation to pay for services, nor the Licensee's obligation to fully pay upon the next invoice received. If Licensee fails to receive an invoice, it is encouraged to contact DOL accounting services at 360-902-7428 immediately.
- E. DOL reserves the right to require a deposit and to charge for the reimbursement of all mailing costs associated with this Agreement.

12. ADDITIONAL LICENSEE REQUIREMENTS

To maintain an active Access Period, Licensee shall:

- A. Maintain a current business license for the term of the Agreement and provide a copy to DOL upon request.
- B. Provide each Authorized User with his or her own individual copy of this entire Agreement, and require each User to review and acknowledge, in writing, that he or she understands and will fully comply with this Agreement. (Written acknowledgments are reviewed as part of an audit and must be submitted to DOL on an annual basis [per §27], or upon request.)
- C. Require each User to maintain individual (legible) *Information Request Log(s)* (IRL)* for every inquiry made by that User (regardless of the return information by DOL). Licensee must maintain all IRLs for a minimum of three (3) years. An IRL template is attached as Exhibit A.

* Licensee may use a legible IRL of their choosing, provided the IRL contains all of the data fields set forth in Exhibit A and all data fields regarding a single inquiry fit on the same page.

Advisory Note: DOL may audit Licensee to determine whether it maintains all IRL's compared to Licensee's activity records in DRIVES. Failure to maintain all IRL's is a material breach of this agreement.

- D. Licensee must notify DOL if it is an attorney or a private investigator receiving vehicle or vessel record

Data directly on-line from the CPS program. Under such circumstances, DOL will mail out notification letters to the individuals whom are the subject-owners in the requested records—pursuant to RCW 46.12.635(4). DOL reserves the right to invoice Licensee for the reimbursement of costs associated with the required mailing to include, but not limited to: postage, envelopes, paper, etc.

- E. If Licensee provides vehicle or vessel record Data to an attorney or private investigator, then Licensee must, within five days, provide written notice to the subject owner of the requested records; Licensee must further provide a copy of the notification letter to DOL's Public Disclosure unit.

13. SUBSCRIBER REQUIREMENTS

If Licensee provides Data to a Subscriber, Licensee must comply with all restrictions on Attachment B. Subscriber Requirements.

GENERAL TERMS AND CONDITIONS

14. AMENDMENTS

This Agreement may only be amended by mutual agreement of the Parties. Such amendments are not binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

Only DOL's Director or designated delegate by writing has the expressed authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by DOL's Director or delegate.

15. ASSIGNABILITY

Licensee may not assign this Agreement, or any claim arising under this Agreement, without the prior written consent of DOL, which consent will not be unreasonably withheld. For purposes of this paragraph, a change in a corporate entity ownership and/or in the directorship of Licensee's entity, may be deemed by DOL as being the equivalent of an assignment, and may be grounds for termination of this Agreement. If Licensee intends a change in the ownership, it must provide notice to DOL.

16. AGREEMENT MANAGEMENT

Licensee's Agreement manager, and DOL's Agreement manager, respectively listed on page one (1) are responsible for all communications and notices pertaining to this Agreement. All such communications and notices are to be made between the respective managers unless alternative personnel are established for specific purposes. The use of email, to the most current email address on file for the other Party, is an acceptable form of providing notice for all purposes in this Agreement.

Licensee is required to notify DOL in writing within three (3) business days of changes to: business name, ownership, business address, phone number, email address, or Agreement manager or his/her contact information.

17. DATA DISPOSITION CERTIFICATION

Licensee, upon the termination, expiration, or cancellation of this Agreement must dispose of all Data and must execute a written certification concerning such disposition. Licensee, in making this certification must contact DOL to receive DOL's Data Disposition Certification Form then in use.

18. DISPUTES

The Parties agree that time is of the essence in resolving disputes. The following are steps in the dispute process:

When a dispute concerning a question of fact arises between DOL and Licensee and it cannot be resolved, either Party may request a dispute hearing with DOL's Contracts Office. This is a requisite prior to seeking any court action to resolve the dispute.

19. GOVERNANCE

This Agreement is to be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder will be in the Superior Court for Thurston County.

In the event of an inconsistency in this Agreement, unless otherwise provided the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and Washington State laws, and regulations;
- B. Terms and conditions of this Agreement;
- C. Attachment A - *Data Security Requirements*
- D. Attachment B – *Subscriber Requirements*;

20. INDEMNIFICATION

To the extent allowed by law, Licensee shall defend, indemnify, protect and hold harmless DOL from and against all claims, suits, actions and all associated costs arising from any negligent or intentional acts or omissions of Licensee, or any Subscribers who received the Data from Licensee, during the performance of this Agreement. This includes all matters related to the data security and permissible uses of the Data.

21. INDEPENDENT CAPACITY

The scope of this Agreement maintains each Party's independent status as a self-governed entity, and nothing herein may be deemed as causing the Licensee, or any employee, personnel, or agent of the Licensee to be considered as the employee, agent, or subcontractor of DOL.

22. INTEGRITY OF DATA

Vehicle and vessel Data is only presumed accurate at the moment pulled and is updated on an ongoing basis at all times. Historical Data may be used to satisfy current business needs and/or requests for such Data. Additionally, DOL may not be held liable for any errors which occur in compilation of Data, nor may DOL be held liable for any delays in furnishing amended Data.

23. LICENSEE LEGAL COMPLIANCE STANDARDS

Licensee, as a Party under this Agreement with the DOL, must comply with all applicable local, state, and federal laws, rules and regulations. Such compliance minimally includes without limitation, all applicable licensing requirements of the state of Washington, all civil rights and non-discrimination laws, the Americans with Disabilities Act (ADA) of 1990, and all federal and state employment laws. Failure to comply with this provision may be grounds for termination of this Agreement regardless of affect it may have on the subject matter of this Agreement.

24. PUBLIC REQUESTS FOR INFORMATION

If Licensee is subject to chapter 42.56 RCW, *Public Records Act*, or any similar Act under its own jurisdiction, then to the extent consistent with chapter 42.56 RCW, Licensee will maintain the confidentiality of all Confidential Information provided under this Agreement. If a request is made for Confidential Information Licensee will withhold the information, notify DOL of the request, provide DOL with a copy of the request, and allow DOL adequate time to review the request and obtain a court injunction if necessary.

25. PUBLICITY & MEDIA

Licensee may not engage in any publicity or media, relative to the subject matter of this Agreement, where DOL's name is included, or may be reasonably be implied, unless Licensee first provides copy of such publicity and media to DOL, and DOL approves and permits the same. If DOL approves any advertising and publicity matter, DOL reserves the right to add a disclaimer and/or rescind its approval at a later date.

26. RECORDS ACCESS, INSPECTIONS, AND DPPA

Licensee, at the request of DOL, must provide, access to all records retained in connection with this Agreement. This is to include for a period no less-than the past three (3) years, and without limitation: All IRLs, and all records connected with providing any and all Data to a Subscriber. Such records must be made available for inspection and review in non-redacted form regardless of any claim of privilege or confidentiality. DOL may request copies at no additional cost to DOL.

Licensee must carry forward this condition to all Subscriber contracts, so as to allow DOL the right to access, review, inspect, and copy similar records of the Subscriber. Licensee may not agree to any non-disclosure agreements that directly or indirectly restrain DOL from reviewing Subscriber's documents under this section. DOL's monitoring and investigating may include, the act of introducing data containing unique but false information (commonly referred to as "salting" or "seeding") that can be used later to identify inappropriate

disclosure of Data.

27. RECORD AUDITS

In addition to the right of access above, DOL may conduct random desk audits of Licensee, and may request licensee to provide various records, documents and other information concerning Licensee's Data Security protocols, Permissible Uses, and any issues of compliance with this Agreement. DOL may also request Licensee to provide DOL with copies of any internal audit results. Licensee shall comply with all audit requests. DOL also reserves the right to conduct (either itself or by its agent) on-site audits. Cost of audits, and the providing of documents, will be at the expense of Licensee.

Licensee will receive audit notification instructions by email. Failure to reply timely and completely to a notification will result in the interruption of service, or DOL may terminate this agreement. At the completion of the audit Licensee will receive notice that the audit was or was not completed satisfactorily. When an audit is not completed satisfactorily, CPS administration will provide Licensee with a listing of the errors and a required cure process.

In addition to DOL conducting Audits, Licensee has the continuing obligation to perform a self-assessment of its Data Security and Permissible Use compliance. This self-assessment must be performed on an annual basis for every one-year interval period of this Agreement – performed at the end of each period. Licensee must confirm in writing whether it is in compliance with Data Security and Permissible Use standards as set forth in Agreement. Licensee must also provide copies of User verifications (per §12B), for all new Users whose accounts established in CPS during that annual period.

If Licensee's internal audit, discovers any findings of non-compliance, Licensee will make a report of such findings(s) and submit the complete audit report to DOL. When DOL audits Licensee, it may audit against the accuracy of Licensee's internal findings. If DOL discovers the Licensee was not accurate with its findings, DOL may force Licensee to undergo independent third-party audits, or DOL may terminate this agreement.

28. RECORDS MAINTENANCE

Licensee shall maintain all records relating to this Agreement, including all service and account records, all compliance records, Permissible Use documentation, investigation records related to the release and use of Confidential Information, and all correspondence and legal records related to Subrecipients for a period of at least three (3) years after the term of this Agreement.

If any litigation or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved including any appeals and remands.

29. SEVERABILITY

If any term or condition of this Agreement is held invalid, the remainder of the Agreement remains valid and in full force and effect.

30. SURVIVORSHIP

The terms, conditions and warranties contained in this Agreement that concern Permissible Use of Data, Data Security, and record retention, and Data destruction, survive the completion of the performance, cancellation or termination of this Agreement.

31. TERMINATION

Termination of this Agreement may be made as set forth below. All termination matters may be equally applied to a suspension of the Access Period instead of a full termination, except that any suspension lasting longer than ninety (90) days will automatically terminate this Agreement.

A. Unilateral Termination by Licensee

Licensee may terminate this Agreement at any time and for any reason upon providing written notice to DOL. If at the time of termination Licensee was under a corrective action plan, DOL may refuse future Agreements.

B. Administrative Terminations (Administrative terminations are without cause.)

If DOL's authority to actively engage in this Agreement is suspended or terminated, such a termination or suspension will automatically cause a termination or suspension of this Agreement.

Additionally, if DOL, as a state agency, determines that the continuation of this Agreement no longer conforms to DOL's policy, and/or is no longer in the best interests of DOL or the state of Washington, DOL may

terminate this Agreement for convenience by giving written notice to Licensee at least fifteen (15) business days before the effective date of termination. Administrative terminations are without cause.

C. Termination for Cause

DOL may terminate this Agreement, or suspend the Access Period if Licensee or Licensee's Subrecipient violates a term, condition, or requirement of this Agreement. DOL has sole discretion on whether Licensee or Subrecipient's non-compliance is cause for an immediate termination or suspension, or whether Licensee or Subrecipient should be given a cure process to correct the non-compliance.

For any determination of non-compliance, DOL must provide Licensee with a written statement identifying the full nature of Licensee's breach and justifying DOL's reasoning for seeking immediate suspension, termination, or a cure process. DOL may suspend the Access Period to Data during a cure process. If DOL allows for a cure process, the Parties will work together to establish the process and timeline. The agreed-upon cure process will be put in writing and acknowledged by both Parties. If Parties cannot mutually determine a cure process, or if Licensee does not substantially complete the cure process within the stated timelines, DOL then has the right to elevate the matter to a final termination.

If DOL chooses an immediate suspension or termination, DOL must be able to identify how Licensee or Subrecipient's non-compliance has caused, or could cause, harm to the rights or interests of DOL, the state of Washington, or any individuals of the general public. All actions made by DOL in lieu of a termination for cause are subject to the dispute and appeal process, but DOL's determination will remain controlling during the review.

32. NON EXCLUSION OF REMEDIES

The rights and remedies of the Parties as provided in this Agreement, are not exclusive and are in addition to any other rights and legal remedies provided by law, including without limitation, the right to receive financial reimbursement for any incurred damages.

33. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

ATTACHMENT A - DATA SECURITY REQUIREMENTS

DATA SECURITY REQUIREMENTS**1. Data Classification**

The classification of the data shared is considered:

☒ Category 3 – Confidential Information

2. Computer Security

Licensee shall maintain the computers that access DOL data by ensuring the operating system and software are updated and patched regularly, such that they remain secure from known vulnerabilities. Licensee further agrees that the computer device(s) are installed with an Anti-Virus solution and signatures updated frequently.

3. Access Security

Access to the data will be restricted to authorized users by requiring a login using a unique user ID and complex password or other authentication mechanism which provides equal or greater security. Passwords must be changed on a periodic basis and the sharing of user ID and passwords is strictly prohibited.

4. Data Storage

Licensee agrees that any and all DOL data will be stored, processed, and maintained solely on designated DOL computing equipment and that no DOL data at any time will be processed on, or transferred to, any portable storage medium.

5. Data Transmission

Licensee agrees that any and all electronic transmission or exchange of system and application data with DOL and/or any other parties expressly designated by DOL shall take place via secure means (e.g., HTTPS or SFTP).

6. Distribution of Data

Licensee shall ensure no DOL data of any kind shall be transmitted, exchanged, or otherwise passed to other Licensees/vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by DOL. Licensee further agrees not to provide screen prints outside their control. Any screen print must be destroyed as referenced in the *Data Disposal* section.

7. Data Disposal

Unless otherwise specified in the Contract, Licensee agrees that upon termination of this Agreement it shall erase, destroy, and render unrecoverable all DOL data and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of DOL, whichever shall come first. At a minimum, media sanitization is to be performed according to the standards enumerated by NIST SP 800-88 Guidelines for Media Sanitization.

8. Security Breach Notification

Licensee agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of DOL data or other event requiring notification. In the event of a breach of any of Licensee's security obligations, or other event requiring notification under applicable law, Licensee agrees to the following:

- a) Notify DOL by telephone and e-mail of such an event within 24 hours of discovery:
DOL Help Desk, phone: (360) 902-0111; email: hlbhelp@dol.wa.gov
- b) Assume responsibility for informing all such individuals in accordance with applicable state and federal laws.
- c) Indemnify, hold harmless and defend DOL and its trustees, officers, and employees from and against any claims, damages, or other harm related to such notification event.
- d) Mitigate the risk of loss and comply with any notification or other requirements imposed by law or DOL.

Attachment B – Subscriber Requirements

1. Licensee must have a written Subscriber Agreement that requires the Subscriber to maintain an equal or greater standard of data security as required herein. The agreement must also restrict the Subscriber from disclosing the data to further outside entities, except as specifically allowed herein for attorneys and private investigators.
2. Licensee must acknowledge on all IRLs, any inquiries that were performed on behalf of a Subrecipient.
3. Subrecipient must be a qualified individual or entity who is legally eligible to receive the Data, and must only use the Data for the Permissible Uses as allowed to the Licensee herein.
4. If Licensee is acting as a Data Broker, Licensee must maintain and provide DOL (upon request) with a complete Subscriber Roster all Subscribers, including any their DBAs.
5. Additional Requirements For Attorney or Private Investigators
 - A. If the Subscriber is an attorney or a private investigator, then Licensee must provide a notification letter, to the person, whom the vehicle or vessel information applies. The notification letter must be sent no later than five (5) business days from the date of disclosure. Licensee must retain a copy of the notification letters for three (3) years from the date of disclosure. Licensee must produce copies of notification letters upon a request by the DOL.
 - B. If Subscriber provides information to an Attorney or Private Investigator the Subscriber then becomes the releasing entity who must provide notification letters in the same format set forth above. Licensee must also require the Subrecipient to provide copies of all notification letters to the Licensee, and Licensee must provide the same to DOL upon request.

Notification letters must conform to the sample letter attached as Exhibit C, and also conform to RCW 46.12.635(4)(a-c).
6. Licensee remains responsible to DOL for all Data provided to a Subscriber, and further remains responsible for having all of its Subscribers comply with the Data Security, Permissible Use, and other terms and conditions of this agreement. If a Subscriber fails to maintain full compliance with this Agreement, Licensee must take immediate actions to correct such issues and prevent further non-compliance. If DOL requests that a Subscriber no longer be eligible to receive Data due to past or present non-compliance, Licensee must comply with DOL's request. If there is continued non-compliance by multiple subcontractors, DOL, may suspend the entire Access Period herein until such time that DOL can determine what measures, if any, the Licensee needs to take to greater assure future compliance. If DOL determines that Licensee cannot properly assure future compliance, DOL may terminate this Agreement.

Subscriber Agreement - means the document between the Licensee and Subscriber that the Licensee shall provide to DOL which sets forth the terms, conditions, and use and required security of Data by the Subscriber. The agreement must include: Subscriber's name, date of Agreement, and Subscriber's use of Data.

Subscriber Roster - means a Microsoft Word or Excel document that the Licensee shall provide to DOL with current, accurate, and verifiable information for each Subscriber and must include: legal name, address, a contact name with email and telephone number, and the Subscribers permissible use for providing them Data from DOL. Licensee shall maintain copies of the Subscriber Roster for the term of this Agreement and for six (6) years from termination of this Contract. All Subscribers must be identified on the Subscriber Roster, even if Data is only provided to them once.