



INTRLOC\_00

WA ST DEPT OF LICENSING

File Location

Vendor Name

WA ST DEPT OF LICENSING  
2/28/2013

**Document Type:** Interlocal      New

**Vendor Name:** WA ST DEPT OF LICENSING

**PO# Location:** INTRLOC-000

**Effect Date:** 1/31/2011

**Term Date:** 2/28/2013

**CR#:** 47359

**Related CR#:** \_\_\_\_\_

**Ordinance:** \_\_\_\_\_

**Resolution:** \_\_\_\_\_

**Leg Date:** \_\_\_\_\_

**Vendor #:** 209916

**Description:** WA ST DOL IVIPS AGREEMENT PO 1150663-000

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Notes:

INTRLOC\_00  
INTERLOCAL AGREEMENTS  
12/31/2009  
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IVIPS DISCLOSURE AGREEMENT  
BETWEEN  
WASHINGTON STATE DEPARTMENT OF LICENSING (DOL)  
AND

CR# 47359 DATE 4-6-11 LOC INTR/LOC CITY OF BELLEVUE

DOL Account No. 254649

This Disclosure Agreement is for the Washington State Department of Licensing (DOL), Internet Vehicle/Vessel Information Processing System (IVIPS). Access to the IVIPS and use of the records obtained, are governed by the Federal Driver's Privacy Protection Act (DPPA), Revised Code Washington (RCW) 46.12.370-390, RCW 42.56.070, Washington Administrative Code (WAC) 308, and Executive Order 97-01, as currently written or hereafter amended.

Upon execution this Agreement cancels and supersedes any prior IVIPS Contract and is entered into by and between the State of Washington Department of Licensing (hereinafter called "DOL" or Department"), and City of Bellevue. (hereinafter called "Contractor"):

City of Bellevue  
PO Box 90012  
Bellevue WA 98009

Phone: (425) 452-4245  
FAX (425) 452-4201  
E-Mail: [pyrover@bellevuwa.gov](mailto:pyrover@bellevuwa.gov)

**PURPOSE**

This Agreement sets forth the terms and conditions under which the Department will provide access to vehicle/vessel records through the DOL Internet Vehicle/Vessel Information Processing System (IVIPS). DOL retains all ownership rights to the record file(s) provided to Contractor under this Agreement.

In consideration of the terms and conditions contained herein, the parties agree as follows:

**TERMS & CONDITIONS**

**1) DEFINITIONS**

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

- a) **Agreement** shall also mean Disclosure Agreement.
- b) **Agreement Contact**- means the representative identified in the text of this Agreement who is delegated as the Agreement Contact person(s) with the authority to administer this Agreement.
- c) **AUD**- means the form that must be filled out by all authorized Users called the Appropriate Use Declaration (AUD) and is Attachment B, to this Contract.
- d) **Carry-forward**- means that a DOL Account number previously issued to Contractor will continue to be associated with the current and/or any subsequent Agreements and shall be used for audit findings.
- e) **Commercial Purpose**- means using or intending to use Data for the purpose of facilitating a profit-expecting business activity, such as selling the information obtained, except as provided in RCW 46.12.380.
- f) **Confidential Information**- means information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes and Data defined as more sensitive than "public" requiring security protection. Confidential Information includes, but is not limited to, social security numbers, credit card information, driver license numbers, Personal Information, law enforcement records, agency security data, and banking profiles.
- g) **Contract** -shall also mean Disclosure Agreement.
- h) **Contractor**- means agency, firm, provider, organization, individual or other entity performing services or obtaining Data under this Agreement.
- i) **DBA**- means "doing business as" and includes all other business names and locations the Contractor operates or does business under or is listed on as a member of.
- j) **Data**- means information contained in the vehicle and/or vessel record (s) provided to Contractor or authorized Users under this Agreement.
- k) **Default**- means the failure of the Contractor to, perform an act, obligation, or to provide documents, and/or other requirements and includes the violation of any state or federal laws associated with this Contract.
- l) **Disclosure Agreement**- shall also mean Contract and Agreement.
- m) **IRL**- means Information Request Log(s), Attachment D that must be maintained by Users for all inquiries made in IVIPS.
- n) **IVIPS**- means the Internet Vehicle/Vessel Information Processing System that is used to obtain information under this Agreement.
- o) **Personal Information**- means information identifiable to any individual including, but not limited to, information that relates to a person's name, finances, education, business, use or receipt of government services or other activities, addresses, telephone numbers, social security numbers, driver licenses

number, other identifying number or personal health information, any financial identifiers, and other information that may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.56 or other state and federal statutes.

- p) **Private Investigator**- means a person who is licensed under RCW 18.165, <http://apps.leg.wa.gov/rcw/>, and may or may not be employed as or by a private investigator agency for the purpose of investigation, escort or bodyguard services, or property loss prevention activities.
- q) **RCW**- means the Revised Code of Washington. All references in this document to RCW chapters or sections shall include any successors, amended, or replacement statutes.
- r) **Salting**- is the act of introducing Data containing unique but false information that can be used later to identify any inappropriate disclosure of Data.
- s) **Subscriber**- means, agency, firm, provider, organization, individual, customer, or other entity engaged in doing business with the Contractor to obtain, or otherwise utilize or receive benefit from, the Data received from DOL and includes the purchasing of a services or product produced by Contractor. A Subscriber must be one who is entitled to the information with a permissible use under the Chapter 18 USC Sec. 2721 -2725 Driver Privacy Protection Act (DPPA).
- t) **Subscriber Roster**- means a Microsoft Word or Excel document(s) that the Contractor shall provide to DOL with current, accurate, and verifiable information for each Subscriber that includes; legal name, address, and a contact name with email and telephone number and the reason you are providing them with information you get from DOL and shall maintain copies until termination of this Agreement. (You must identify all Subscribers, even if you only provide information to them once).
- u) **Unsolicited Business Contact**- means any method of contacting an individual named in the Data provided by DOL to the Contractor/User with the intent to result in, or promote the sale of any goods or services of any type.
- v) **User and/or Users**- means the Contractor, primary agency or entity contracting with the Department shall include each party or employees with access (if applicable), who are authorized and assigned an access identification (ID) number.
- w) **Violate or in violation of** shall mean to break, infringe, or transgress, omit, falsify (a law, rule, agreement, promise, instructions, information, documents, etc.)
- x) **WAC**- means the Washington Administrative Code. All references in this document to WAC chapters or sections shall include any successors, amended, or replacement statutes.

## 2) TERMS AND CONDITIONS

All rights and obligations of the parties to this Agreement shall be subject to and governed by the following: *Terms and Conditions* contained in the text of this Agreement, and the *Uses and Disclosures*, Attachment A; *Appropriate Use Declaration*, Attachment B; *Employee User List*, Attachment C and *Information Request Log*, Attachment D, which are attached hereto and incorporated herein, and shall also include the Contractor's signed *Vehicle/Vessel Disclosure Agreement Application*, which are incorporated by reference herein.

## 3) PERIOD OF PERFORMANCE

- a) Subject to other provisions the **Period of Performance for this Agreement shall commence on the date of execution by both parties**, and shall not exceed February 28, 2013, or unless terminated whichever occurs first.
- b) At the sole discretion of DOL, this Agreement may be extended or DOL may decide to issue a new Agreement.
- c) In order to have this Agreement extended, or a new agreement issued, Contractor must submit a new application (available at the DOL website; [www.dol.wa.gov](http://www.dol.wa.gov)) with current business license (if applicable) and all applicable required documentation no later than 30 days prior to expiration. A new contract may be issued at the discretion of DOL.
- d) If there is a lapse in the Period of Performance, access to the IVIPS will be denied.
- e) This Agreement may be void upon formal action of the State Legislature enacting **statutory prohibition** or failure to provide funding for the performance of duties provided herein.

## 4) PAYMENT AND BILLING PROCEDURES

- a) Upon execution of this Agreement, Contractor shall submit a deposit in the amount of \$25.00 via check or money order. No additional deposit is required for renewals unless specifically requested by DOL and is determined based on previous use
- b) Deposit is for pre-payment of DOL's copying and direct costs for information. All deposits must specifically state that money is for "IVIPS Deposit". Payment shall be made to:

Revenue Accounting  
IVIPS Deposit  
P.O. Box 9048  
Olympia, WA 98507-9048

- c) Contractor must pay invoices received within fifteen (15) days of receipt. Billing shall be no less than monthly for actual usage at the fee rates set forth in this Agreement.
- d) Upon termination of this Agreement, DOL shall refund any remaining portion of deposits received after applying funds to any outstanding fee balances.
- e) DOL reserves the right to increase the required deposit, increase the fees associated with each inquiry, or to charge for the reimbursement of all mailing costs associated with this Agreement.

5) **FEES**

DOL maintains the right to increase or decrease the fees for rendering services under this Agreement.

a) **Internet**

The fees for requests via the internet are \$0.04 (four cents) for each internet inquiry. An inquiry means any access to the IVIPS that retrieves a record or returns a "no file" or "not found" indicated.

b) **Telephone and Written**

The fees for requests either in writing or by telephone are \$0.15 (fifteen cents) for each copy requested.

6) **ASSURANCES**

DOL and the Contractor agree all activity pursuant to this Agreement will be in accordance with all applicable current or future federal, state and local laws, rules, and regulations.

7) **AGREEMENT ALTERATIONS AND AMENDMENTS**

DOL, in its sole discretion and based on business needs, may amend this Agreement by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. DOL reserves the right not to consider changes proposed by the Contractor.

8) **GOVERNANCE**

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in the Superior Court for Thurston County.

9) **ORDER OF PRECEDENCE**

- a) In the event of an inconsistency in this Agreement, unless otherwise provided in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
- b) Applicable Federal and Washington State Statutes and Regulations;
- c) Terms & Conditions as contained in the basic Agreement;
- d) *Uses and Disclosures*, Attachment A;
- e) *Appropriate Use Declaration*, Attachment B;
- f) *Employee User List*, Attachment C;
- g) *Information Request Log*, Attachment D;
- h) Signed Vehicle/Vessel Disclosure Agreement Application; and
- i) Any other provisions of this Agreement incorporated by reference or otherwise.

10) **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, or part thereof if such remainder conforms to the terms and requirements of applicable law and the intent of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

11) **INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend an independent Contractor relationship will be created by this Agreement. The Contractor and its employees or agents performing under this Agreement are not employees or agents of DOL. The Contractor will not hold itself out as, nor claim to be, an officer or employee of DOL or of the State of Washington by reason of this Agreement, nor will the Contractor make any claim of rights, privileges or benefits which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

12) **ASSIGNABILITY**

The ability of the Contractor to obtain Data pursuant to this Agreement shall not be assigned or delegated in whole or in part, except as expressly provided by this Agreement or by the express prior written consent of DOL.

13) **SUBCONTRACTS**

The Contractor may not enter into subcontracts for any of the work or services contemplated under this Agreement. This clause does not include contracts of employment between the Contractor and personnel assigned to work under the Agreement.

#### 14) SUBSCRIBERS

The Contractor must disclose to DOL if records are going to be provided to a Subscriber of the Contractor. Contractor must have written agreements signed with its entire Subscriber clientele. (See definition of Subscriber).

The Contractor may enter into Subscriber Agreements with a Subscriber to provide Data or if Subscriber is purchasing a service or product produced by Contractor as a result of Contractor receiving Data. However, the Subscriber's use of Data, service or product produced must be consistent with the Driver Privacy Protection Act (DPPA) permissible use and the described use in the *Use and Disclosure, Attachment A*; no variations of use are permitted for Contractor or Subscribers. Contractor is responsible for ensuring that all terms, conditions, assurances and certifications and security of Data set forth in this Contract are carried forward to all Subscribers. **Subscriber Agreements** shall include any written, verbal, invoiced, or any otherwise agreed on method of doing business with the Contractor.

Upon request, Contractor shall provide DOL with samples of all services, products provided or produced as a result of Data obtained from DOL within fifteen (15) days from the request. Contractor is also required to provide DOL with a current and accurate verifiable Subscriber Roster as described in *Attachment A, Use and Disclosure*. Failure to provide and/or comply may result in termination of this Contract.

#### INDEMNIFICATION AND HOLD HARMLESS

- a. **Non-Government entity**, the Contractor will indemnify and hold harmless the State of Washington, Department of Licensing, from contingent liability to others for damages because of bodily injury, including death, misuse of records provided, willful misconduct, or any violations of the law or expenses incurred, that may result from the Contractor's negligent performance under this Agreement and any other liability for damages for which the Contractor is required to indemnify the State of Washington, Department of Licensing under any provision of this Agreement.
- b. **Government entity**, each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents. No party to this Agreement shall be responsible for the acts and omission of entities or individuals not a party to this Agreement.

#### 15) LIMITATION OF STATES LIABILITY

The parties agree that in no event shall the state of Washington, the Department, the Director of the Department or any Department employees, be liable to Contractor for any damages, costs, lost production, or any other loss of any kind for failure of the Department's equipment, hardware or software to perform for any reason, or for system failures or downtimes, or for the loss of consequential damage which is the result of acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of fire, failure of communications or computer equipment, facilities, or software, power failures, nuclear accidents or other disasters.

The state of Washington, the Department, the Director of the Department or any Department employee shall not be liable for any claim of any nature against Contractor by any party arising from any failure in the service furnished by the Department under this Agreement, for any errors, mistakes or acts on the part of the Department or its agents which result in the failure of the Department's equipment or software which fails to perform for any reason or for any other loss or consequential damage which is a result of acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of fire, failure of communications or computer equipment, facilities, or software, power failures, nuclear accidents or other disasters.

#### 16) RECORDS, DOCUMENTS, AND REPORTS

The Contractor shall maintain books, records, documents and other evidence of accounting and data security procedures and practices (*does not include the Vehicle/Vessel Data received as described in Section 37, Data Classification Declaration*). These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by DOL, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain all books, records, documents, and other materials relevant to this Contract for six (6) years after settlement, and make them available for inspection by persons authorized under this provision. The Contractor shall be responsible for any audit exceptions or disallowed costs incurred by the Contractor. **Government entities** shall adhere to their designated retention schedule.

#### 17) CONFIDENTIALITY

The use or disclosure by any party of any information obtained as a result of this Agreement for any purpose not directly connected with the administration of DOL's or the Contractor's responsibilities with respect to services provided under this Agreement is strictly prohibited except by prior written consent of DOL.

**18) SAFEGUARDING OF PERSONAL INFORMATION**

- a) The Contractor shall not use or disclose Personal Information in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. The Contractor agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding the protection of Personal Information and shall include security and electronic Data interchange of Personal Information.
- b) The Contractor shall protect Personal Information collected, used, or acquired in connection with this Agreement, against unauthorized use, disclosure, modification or loss. The Contractor shall ensure its directors, officers, employees, or agents use it solely for the purposes of accomplishing the services set forth in this Agreement. The Contractor and its Subscribers agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons Personal Information without the express written consent of DOL or as otherwise authorized by law. The Contractor agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Personal Information. The Contractor shall make the Personal Information available to amend as directed by DOL and incorporate any amendments into all the copies maintained by the Contractor. The Contractor shall certify the destruction of Personal Information upon expiration or termination of this Agreement's retention requirements and the Contractor shall retain no copies. If the Contractor and DOL mutually determine destruction is not feasible, the Contractor shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.
- c) The Contractor shall notify DOL in writing immediately after becoming aware of any unauthorized access, use or disclosure of Personal Information. The Contractor agrees to indemnify and hold harmless DOL for any damages related to unauthorized use or disclosure by the Contractor, its officers, directors, employees, and agents.
- d) Any breach of this clause may result in termination of the Contract and the demand for return of all Personal Information.

**19) LICENSING STANDARDS**

The Contractor shall comply with all applicable local, state, and federal licensing requirements necessary in the performance of this Agreement. (See 19.02 RCW for state licensing requirements/definitions). Contractor shall notify DOL immediately of business closure or change in legal status of business. Contractor shall provide DOL with copies of current business licenses or permits for all DBA's upon annual renewal as applicable.

**20) RIGHTS OF INSPECTION**

DOL reserves the right to inspect Contractor's actual place of business, to conduct a review of how it conducts business and to monitor, investigate or audit. The Contractor shall provide the right of access to, and shall make available all information necessary to DOL, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor, perform audits, evaluate compliance, investigate or otherwise analyze the use of vehicle/vessel information and/or quality assurance of internal policies and procedures, and/or records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement and may include, but is not limited to, "Salting" by DOL. The Contractor shall make available information necessary for DOL to comply with an accounting of disclosures of an individual's Personal Information.

**21) LIMITATION OF SIGNATURE AUTHORITY**

Only DOL's Director or delegate by writing (delegation to be made prior to action) shall have the expressed, implied, or apparent 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.

**22) DISPUTES**

The parties agree that time is of the essence in resolving disputes. During the dispute resolution period the parties agree that:

Dispute Steps

- a) When a bona fide dispute concerning a question of fact arises between DOL and the Contractor and it cannot be resolved, either party may request a dispute hearing with DOL's Contracts Office. The request for a dispute hearing must: (a) be in writing; (b) State the disputed issues; (c) State the relative positions of the parties; (d) State the Contractor's name, address, and DOL IVIPS Account number; and (e) be mailed to  
Department of Licensing,  
Contracts Office  
P.O. Box 9047  
Olympia WA. 98507-9047  
and mailed to the other party's Contract Contact within three (3) working days after the parties agree that they cannot resolve the dispute.

- b). The responding party shall have five (5) working days to respond in writing to the requesting party's statement. This response will be sent to both the Contracts Office and the requesting party.
- c). The Contracts Office shall review the written statements of the parties and reply in writing to both parties within ten (10) working days. The Contracts Office may extend this period if necessary by notifying the parties.
- d). The decision of DOL's Contracts Office shall be final and conclusive unless, within five (5) working days from the date the Contractor signed the Certified Mail Return Receipt, the Contractor requests a dispute panel. This request must be in writing to DOL's Contracts Office.
- e). If a dispute panel is requested, DOL and the Contractor shall each appoint a member to the dispute panel within five (5) working days. DOL and the Contractor shall jointly appoint a third member to the dispute panel within the next five (5) working days.
- f). The dispute panel shall review the written descriptions of the dispute, gather additional information as needed, and make a decision on the dispute in one hundred eighty (180) working days with the majority prevailing. The parties agree that the decision of the dispute panel shall be final and binding.

**23) TERMINATION FOR DEFAULT**

- a) If the Contractor violates any material term, condition or requirement of this Contract or fails to provide required information or documents, DOL may give the Contractor written notice of the violation.
- b) The Contractor will correct the violation within fifteen (15) days or as otherwise mutually agreed. If the violation is not corrected, DOL may, at its sole discretion, immediately terminate this Agreement by written notice to the Contractor for a period of time to be determined by DOL. Upon termination, the Contractor shall be liable for damages as authorized by law.
- c) If a Contractor is found to be in violation of applicable RCWs, WACs, laws and statutes cited in this Agreement, DOL may immediately terminate this Agreement. In accordance with RCW 42.56 and 46.12.390, each violation may result in a gross misdemeanor punishable by a fine not to exceed ten thousand dollars (\$10,000), or by imprisonment in a county jail not to exceed one (1) year, or both for each violation.
- d) The Department shall suspend or revoke for up to five (5) years the privilege of contracting to obtaining Data if Contractor is found to have committed a disclosure violation as defined in RCW 46.12.390.
- e) In the absence of an actual delivery to Contractor and receipt by Contractor to DOL by mail or other means at an earlier date and/or time, notice of default or notice of termination shall be conclusively deemed to have been delivered to, and received by Contractor, as of midnight of the third (3<sup>rd</sup>) day following the date of its posting in the United States mail.

**24) TERMINATION FOR CONVENIENCE**

This Agreement may be terminated with or without cause, upon five (5) working days' written notice to the other parties by either DOL or the Contractor. Written notice may include, but is not limited to notice provided by United States Postal Service (USPS), email or FAX. If this Contract is so terminated, DOL is entitled to payments required under terms of this Contract for inquiries made prior to termination. Notice of termination shall be conclusively deemed to have been delivered to, and received by Contractor, as of midnight of the third (3<sup>rd</sup>) day following the date of its posting in the United States mail.

**25) ACCESS TERMINATION**

- a) The Department reserves the right to withdraw access to IVIPS for any reason without notice to Contractor. DOL shall have no liability whatsoever to Contractor in connection with access withdrawal.
- b) Access to the IVIPS system may be suspended or terminated for any of the following:
  - (1) Any violation of the PERMITTED USE under this Agreement.
  - (2) Sharing or disclosure of User ID numbers.
  - (3) Failure by the Contractor to provide DOL with updated business license (if applicable).
  - (4) Failure by the Contractor to notify DOL in writing of any changes to contact information within three (3) working days of the change; i.e. change of business address, phone number, Contract contact, employee eligibility or if an employee with access leaves employment.
  - (5) Failure by the Contractor to provide accurate verifiable subscriber rosters.
  - (6) Failure by the Contractor to provide within three (3) working days legible copies of designated IRLs when requested from DOL.
  - (7) Three (3) failed audits.
  - (8) If Contractor is found to be in violation of the terms and conditions of this agreement or of applicable RCWs, WACs, DPPA, laws and statutes. DOL may terminate this Agreement and the privilege of received information using IVIPS for a period of up to five (5) years to be determined at DOL's discretion.
  - (9) In the event that after three(3) attempts DOL is unable to reach the Contractor by telephone, email, FAX, or if any correspondence is returned to DOL as "undeliverable", access and or this Agreement may be immediately terminated without any further notice.

- (10) Either party may at its discretion disqualify an individual who is authorized by the Contractor from gaining access to Data. Notice of termination of access will be by written notice and become effective upon receipt, and a copy of such notice shall be provided to DOL. Termination of access of one individual by either party does not affect other individuals authorized under this Agreement.

**26) WAIVER**

Unless this Agreement is amended in writing by an authorized representative of DOL, waiver of a default under this Agreement, or failure by DOL to exercise its rights shall not be considered a modification or amendment to this Agreement, or constitute a waiver of any subsequent default.

**27) PUBLICITY**

The Contractor agrees to submit to DOL prior to use:

- all advertising, sales promotions, publicity or solicitation of subject matters, where in DOL's judgment, DOL's name can be implied or is specifically mentioned or
- is relating to information obtained under this Contract.

The Contractor agrees not to publish, email, distribute in any manner or use in any way such advertising, sales promotions and publicity or solicitations without the prior written consent of DOL. DOL reserves the right to review and place the following disclaimer on all related work published beyond the scope of this Contract:

*The Washington State Department of Licensing as public servants has a responsibility to maintain the protection and security of the public's personal information. The content of this publication does not necessarily reflect the view or policies of the Washington State Department of Licensing, nor does the mention of trade names, commercial products, or organizations imply endorsement by the state of Washington.*

**28) AGREEMENT CONTACT**

- a) The Agreement Contact for each of the parties shall be responsible for and shall be the contact person for all communications, Employees User List(s), Appropriate Use Declaration(s), and billings regarding the performance of this Agreement and audits.
- b) The Contractor is required to notify the DOL Agreement Contact in writing within three (3) business days of changes to contact information, business mailing address, name or ownership.
- c) Failure to appropriately make written notification to DOL may result in a disruption in IVIPS access for which DOL will not be liable, or may result in termination of this Agreement.

Contractor Contact is:	The DOL Contact is:
Pavla Grover	Susan Mitchell or Orpha Zollars
City of Bellevue PO Box 90012 Bellevue WA 98009	Department of Licensing Vehicles Disclosure Unit PO Box 2957 Olympia WA 98507-2957
Phone: (425) 452-4245 FAX: (425) 452-4201 E-Mail: pgrover@bellevuewa.gov	Phone: 360-359-4001 FAX: 360-570-7895 Email: vsdisclose@dol.wa.gov

**29) ALL WRITINGS CONTAINED HEREIN**

This Agreement consists of 15 pages including the following attachments:

- A = Uses and Disclosures
- B = Appropriate Use Declaration
- C = Employee User List
- D = Information Request Log

This Agreement sets forth in full all terms and conditions agreed upon by the parties. Any other agreement, representation or understandings, verbal or otherwise, regarding the subject matter of this Agreement shall be deemed to be null and void and of no force and effect whatsoever.

**30) IN WITNESS WHEREOF**, the parties signing below hereby affirm that they have the authority to bind their respective parties to the terms and conditions of this Agreement.

City of Bellevue

*Nora Johnson* 4/4/11  
 Signature Date  
 Nora Johnson  
 Civic Services Director  
 Legibly Print Name & Title

Department of Licensing

*Walt Fahner* 2/17/11  
 Walt Fahner Date  
 IVIPS Contract Officer

**APPROVED AS TO FORM ONLY**

Signature on File \_\_\_\_\_ October 12, 2010  
 Jerry Anderson, AAG Date

For Audit Carry Forward

Previous primary DOL Account No. \_\_\_\_\_

Approved as to form  
 By: *Thomas A. Roche*  
 Assistant City Attorney

**31) PERMITTED USES AND DISCLOSURE**

- a) The records provided by DOL shall be used and accessed ONLY for the limited purposes of carrying out activities pursuant to this Agreement as described herein. Contractor is responsible to ensure that no commercial use or variations of use are permitted.

Verifying the accuracy of personal information submitted by the individual and for use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions. If such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual. USER or USER employees shall **not provide screen prints of the IVIPS records** to any clients, customers for any reason, even if the information is the clients, customer's personal information. Clients and customers must apply for information through a public disclosure request to obtain their records from DOL. Providing a screen print may result in termination of this Agreement.

**Any other uses are strictly prohibited.**

**32) CONTRACTOR RESPONSIBILITY**

Contractor shall:

- a) In accordance with Terms and Conditions, *Subscribers* clause, (See definition of Subscriber) and upon request, Contractor shall provide DOL with a *Subscriber Roster* formatted in Microsoft Word or Excel, the Roster must contain data sets for each Subscriber that includes:
- 1) legal name, and address;
  - 2) contact name with email and telephone number,
  - 3) Description of how each Subscriber will use Data received.
  - 4) Contractor shall maintain copies of rosters until termination of this Agreement.
- b) Provide to DOL within three (3) working days of a request a copy of all Subscriber Agreements and an updated *Subscriber Roster* that identifies date of any and all new *Subscriber Agreements* and includes *Subscriber use of Data.* (At no charge to DOL)
- c) Provide to DOL the names and addresses of all the Contractors subsidiaries and other DBA's (doing business as).
- d) Prior to execution of this Agreement the Contractor shall supply DOL with samples of all letters of notice for review and approval, as detailed in Section 35.
- e) Upon request provide DOL with the following at no charge:
- 1) samples of all services performed or provided,
  - 2) copies of work products provided or is produced for anyone as a result of data obtained from DOL, and includes any publications, or solicitations produced or used and any analysis conducted, and/or conclusions of all related research performed outside of the scope of this Agreement, and
  - 3) DOL reserves the right to receive a detailed briefing of approximately 1 to 2 hours in length on any analysis and/or findings, and is to be provided within thirty (30) days of execution and periodically upon request.

Failure to do provide DOL with an accurate verifiable Subscriber roster, samples of all services, products provided or produced may result in termination for default (See Section 23).

- f) Complete and return to DOL an Employee User List *Attachment C* (if applicable).
- Instruct and ensure that sharing their assigned User ID numbers is strictly prohibited and termination of the Agreement may occur.
  - Contractor shall only allow those members of its workforce who have User ID numbers assigned to them to access records.
- g) Not use or further disclose records other than permitted by this Agreement or as required by law.
- h) Use appropriate safeguards to prevent use or disclosure of records other than permitted by this Agreement. Store/secure Confidential and Personal Information, reports, etc. in a secure manner when not using them.
- i) Report to DOL within three (3) working days of discovery of any breach, misuse or disclosure of records provided for by this Agreement.
- j) Be responsible to ensure that any agents, including a subcontractor to whom it provided the records, agrees to the same restrictions and conditions that apply to Contractor with respect to safeguards and disclosure and use.

### 33) INFORMATION REQUEST LOG(S) (IRL)

- a) Contractor shall instruct each User that they **must maintain** legible *Information Request Log(s) (IRL)*, Attachment D, fill in all **boxes** sample provided, (photocopies of this sample form are permitted) or Contractor may use a legible IRL, of their choosing provided the IRL contains all of the data fields set forth in the sample.
- b) IRL **must** include: ALL inquiries in IVIPS that retrieves:
  - A record or;
  - Returns a "no file" or "not found" indicated; and
  - A record looked up in error (i.e. you looked up the wrong record).
- c) Contractor shall maintain copies of the IRL's for a minimum of three (3) years.
- d) Contractor shall dispose of Confidential and Personal Information in an appropriate manner when it is no longer needed. Disposal must be done in a manner that prohibits reconstruction (i.e. shredding or burning etc.).
- e) Contractor shall provide appropriate administrative, technical, and physical safeguards to ensure the confidentiality and security of the owner's record(s) to prevent unauthorized use or access to it.
- f) Contractor agrees that all activity pursuant to this Agreement will be in accordance with all the applicable current or future Federal, State and local laws, rules, and regulations currently written or hereafter amended.
- g) Contractor shall notify DOL in writing of any changes to contact information within three (3) working days of the change; i.e. change of business address, phone number, Contractor Contact, new User, or if a User with access no longer needs access or leaves employment.
- h) Contractor shall submit to random audits of the Contractor maintained IRL's against the DOL system generated records of inquiries performed by Contractor. (See Section 34 AUDITS.)

### 34) AUDITS

- a) Contractor shall submit to random audits conducted by DOL of the Contractor required User(s) maintained IRL against the DOL system generated records of inquiries performed by Contractor; and
- b) IRL's must be completely filled out, which means **all boxes for information filled in** (failure to do so will result in a failed audit).
- c) Must have a 90% or greater compliance rate. Anything less than 90% will be considered to be a "failed audit".
- d) Audits with 80% or less, Contractor will be advised that additional audits will be performed by DOL and compliance must show a minimum improvement of 10% (i.e. or from 80% to 90%).
- e) Contractor must have a 90% or greater compliance rate by the third audit.
- f) Three (3) failed audits will result in access termination for a period to be determined at the discretion of DOL.
- g) Results of audit may be carried forward to renewal contracts. In the event that a primary account number requires changing this account number will be considered to be a Carry-forward for the purpose of audits.
- h) DOL may conduct random audits of Subscribers and may contact them and verify information provided by Contractor to include the Subscriber's permissible use of records being provided to them by the Contractor.

#### i) Self Audits:

DOL reserves the right to request and Contractor agrees upon request to conduct annual internal and independent audits are to include but not be limited to the review of Contractor's 1) data protection, 2) access and appropriate use 3) security measures, 4) data recipients and Subscriber. These audits shall be conducted at no cost to DOL and are solely at the Contractor's expense.

The Contractor must provide DOL with copies of each annual internal and independent audit and the results of each annual internal and independent audit within thirty (30) days of audit completion and upon request.

Contractor agrees to require or to conduct annual internal and independent audits of all Subscribers audits are to include but not be limited to the review of Subscriber's 1) data protection, 2) access and appropriate use 3) security measures, 4) data recipients. These audits shall be conducted at no cost to DOL and are solely at the Contractor's or Subscriber's expense. The Contractor must provide DOL with copies of each audit and the results within thirty (30) days of audit completion and upon request.

Contractor must keep for a period of five (5) years records identifying each person or entity that receives information and the permitted purpose for which the information will be used and must make such records available to the DOL upon request. (As required by DPPA)

In the event this Agreement is renewed all time frames for audits will be on carry forward bases.

### 35) ATTORNEY OR PRIVATE INVESTIGATOR

The Contractor / User must acknowledge whenever information is given to an Attorney or Private Investigator under this Agreement according to RCW 46.12.380.

- a) When the Contractor is providing information to an Attorney or Private Investigator (or the subscriber has in its employ Attorneys or Private Investigators), for any purpose the Contractor;
  1. **Must notify** the vehicle/vessel owner whom the information applies to in writing no later than the following business day, and tell them that the information has been granted to an Attorney or Private Investigator;
  2. **Must** also send a copy to DOL of the notice sent to owner by US mail no later than the following business day addressed to DOL Contact, listed in Section 28, *Agreement Contact*; and
  3. **Must** include the name and address of the attorney or Private Investigator requesting the information, and must include the following vehicle/vessel information provided (i.e. Plate/Reg and VIN/HIN) in all notices.
  4. **Must** only use those letters preapproved by DOL.
- b) **When the Contractor is an Attorney or a Private Investigator, notice will be provided by DOL**, to the vehicle/vessel owner whom the information applies, that the information has been granted by DOL to an attorney or Private Investigator no later than the following working day.
- c) This section (Section 35) does not apply to a government entity exempt as set forth in RCW 46.12.380(6).
- d) DOL reserves the right to bill Contractor for the reimbursement of costs associated with the required mailing (i.e. Postage, envelopes, papers etc.).

### 36) PROHIBITED USE OF INFORMATION

Unless otherwise required by law, any personal vehicle/vessel owner information or any part thereof received through this Agreement by the Contractor or its Users **shall not**:

- a) Be furnished to any person, association, or organization for any private, personal or Commercial Purpose without prior written approval from DOL.
- b) Be disclosed, sold, published, or otherwise distributed for commercial, for personal or private use, shall not be used for mailing purposes, or to make unsolicited business contacts for any reason.
- c) Make false representation to obtain any Personal Information from an individual vehicle/vessel record from DOL.

### 37) DATA CLASSIFICATION DECLARATION

The Vehicle/Vessel Data described in this Agreement is assessed to be Confidential Information and is information that is specifically protected from disclosure by law. It may include but is not limited to: Personal Information about individuals, regardless of how that information is obtained, information concerning employee personnel records, information regarding information technology infrastructure and security of computer and telecommunications systems.

### 38) ACCESS TO DATA

#### Method of Access

Requests for vehicle/vessel records may be made by an assigned User and User ID is required in one of the following options:

- a) Online internet access IVIPS is available on a non-guaranteed basis seven days a week (Sunday through Saturday), twenty-four (24) hours per day. Record updates occur approximately every 48 hours for vehicles and every seven (7) days for vessels, excluding maintenance as designated by DOL at its sole discretion.
- b) Telephone communication and/or written communication/fax.

#### Authorized Access to Data

Contractor shall maintain a record of those who have authorized access to DOL Data, and ensure all authorized Users maintain confidentiality of Data. In addition to measures instituted by Contractor, Contractor shall also:

- a) Require each authorized User to execute a copy of the *Appropriate Use Declaration (AUD)*, Attachment B;
- b) Contractor shall keep the executed AUDs at the Contractor's place of business; and
- c) Provide a copy of all executed AUDs within three (3) working days after receiving a request from DOL.
- d) Contractor shall upon request from DOL, provide to DOL within three (3) working days, a copy of all Subscriber agreements and an updated Subscriber Roster that identifies the dates of any and all new Subscriber agreements.

**39) DISCLAIMER**

The records received from DOL are produced from sources believed to be reliable. However, information provided to Contractor is on an "AS IS" basis. Content that is free and publicly available may one day be eliminated, restricted, or require a fee. Records can quickly become out-of-date and DOL does not warrant that the records obtained will be error free.

**40) DATA DISPOSITION**

- a) Contractor shall certify destruction of all Data sets as described herein upon expiration or termination of this Agreement and shall retain no copies. Data shall be destroyed so it cannot be recovered in any way.
- b) If the parties mutually determine that return or destruction is not feasible, neither party shall use the Confidential Information in a manner other than those permitted or authorized by state and federal laws. Mutual determination of such shall be documented and described in a Memo of Understanding signed by both parties.
- c) If the Contractor is a government agency, and is exempt from the requirements of this section by statutes, and the parties have mutually determined that return or destruction is not feasible, they shall adhere to their designated destruction and retention schedules.

**41) CONTRACTOR'S PROPRIETARY INFORMATION**

The Contractor acknowledges DOL is subject to chapter 42.56 RCW, the Public Records Act and this Agreement shall be a public record as defined in RCW 42.56.040 through 42.56.550. Any specific information submitted to DOL and claimed by the Contractor to be confidential or proprietary, must be clearly identified as such by the Contractor. To the extent consistent with chapter 42.56 RCW, DOL shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view the Contractor's proprietary information and DOL intends to release the information, DOL will notify the Contractor of the request and notify the Contractor of the date records will be released to the requester. It will be the responsibility of the Contractor to obtain any necessary court order enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, DOL will release the requested information.

**ATTACHMENT B  
APPROPRIATE USE DECLARATION**

---

As authorized by the Contractor, I attest that I am authorized as User of Vehicle/Vessel record information provided by the Washington State Department of Licensing (DOL) and I shall:

Not share my Account ID number, use the information for personal reasons, and will ensure the confidentiality and privacy of all information I have access to, and,

I understand the ONLY permissible use of records provided to the Contractor by the Washington State Department of Licensing is limited to the *Uses and Disclosure, Attachment A*, of this Agreement.

I also agree to comply with the terms and conditions, all attachments and items incorporated by references of this Agreement in their entirety.

I further understand DOL may review activities of any person who receives vehicle/vessel record information to ensure compliance with limitations imposed on the use of the information. DOL shall suspend or revoke for up to five (5) years the privilege of obtaining information of a person found to be in violation of chapter 42.56 RCW, or the Disclosure Agreement executed with DOL and the Contractor.

I understand each violation may result in a gross misdemeanor punishable by a fine not to exceed Ten Thousand dollars (\$10,000), or by imprisonment in a county jail not to exceed one (1) year, or both for each violation. (RCW 46.12.390)

Paula Grover / Employee Transp. Coordinator  
(PRINT) EMPLOYEE NAME & TITLE

x Paula Grover                      2/8/11  
EMPLOYEE SIGNATURE                      DATE

Laurie Leland / Program Mgr  
(PRINT) SUPERVISOR NAME & TITLE

x Saurie Leland                      2/8/11  
SUPERVISOR SIGNATURE                      DATE

**Contractor is to keep a completed form for each employee who will access IVIPS and provide copies to DOL upon request.**

Department of Licensing  
Vehicles Disclosure Unit  
PO Box 2957  
Olympia WA 98507-2957

(Duplicate this form as needed).

The Department of Licensing has a policy of providing equal access to its services. If you need special accommodations, please call (360) 902-3600 or TTY (360) 664-0116.

**ATTACHMENT C  
EMPLOYEE USER LIST**

**By signing this form:**

I declare under penalty of perjury, under the laws of the State of Washington, that I:

- a. Will abide by all applicable federal and Washington State statutes, rules, regulations, and policies under the IVIPS Access and Use Agreement.
- b. I will not disclose or share my User ID number.
- c. Have read and reviewed the IVIPS Access and Use Agreement with each employee listed below and they are eligible to use IVIPS, based on the criteria established by the Department of Licensing.
- d. Am responsible to notify DOL in writing within three (3) business days of any changes to the Contact information, (i.e. business address, phone number, Agreement Contact, employee eligibility or if an employee with access leaves employment).

Failure to do so may result in immediate termination of this Agreement.

<u>City of Bellevue</u>	<u>450 110th Ave NE, Bellevue</u>
AGENCY/USER NAME	ADDRESS
<u>Laurie Leland</u>	<u>425-452-4366</u>
SUPERVISOR NAME (PRINTED)	SUPERVISOR PHONE NUMBER
<u>x Laurie Leland</u>	
SUPERVISOR SIGNATURE	PRIMARY ACCOUNT/ACCESS CODE
<u>2/8/11</u>	
DATE	
<b>IMPORTANT: PLEASE PRINT EMPLOYEE NAME</b>	

1. Paula Grover  
PRINT EMPLOYEE NAME
2. Elizabeth Donworth  
PRINT EMPLOYEE NAME
3. Laurie Leland  
PRINT EMPLOYEE NAME
4. \_\_\_\_\_  
PRINT EMPLOYEE NAME
5. \_\_\_\_\_  
PRINT EMPLOYEE NAME
6. \_\_\_\_\_  
PRINT EMPLOYEE NAME
7. \_\_\_\_\_  
PRINT EMPLOYEE NAME
8. \_\_\_\_\_  
PRINT EMPLOYEE NAME
9. \_\_\_\_\_  
PRINT EMPLOYEE NAME
10. \_\_\_\_\_  
PRINT EMPLOYEE NAME

- |               |                          |
|---------------|--------------------------|
| <u>254649</u> | USER ID - ACCOUNT NUMBER |
| <u>307686</u> | USER ID - ACCOUNT NUMBER |
| <u>870202</u> | USER ID - ACCOUNT NUMBER |
| _____         | USER ID - ACCOUNT NUMBER |
| _____         | USER ID - ACCOUNT NUMBER |
| _____         | USER ID - ACCOUNT NUMBER |
| _____         | USER ID - ACCOUNT NUMBER |
| _____         | USER ID - ACCOUNT NUMBER |
| _____         | USER ID - ACCOUNT NUMBER |
| _____         | USER ID - ACCOUNT NUMBER |

NOTE: This Form may be duplicated

CR# 47359 Date: 4-6-11 PO # & Loc: 1150663.000



City of Bellevue  
 Finance Department - Contracting Services  
 450 110th Ave. NE. Bellevue, WA 98004

### Contract Routing Form

#### Current Contract Information:

<b>Contract Title:</b> Washington State DOL IVIPS Agreement	<b>Department:</b> Civic Services - 648
<b>Contract Description:</b> Provide access to vehicle records through DOL Internet vehicle info processing system (IVIPS)	<b>Contract Manager:</b> Pavla Grover
<b>Total Contract Value:</b> \$500.00 <i>estimated</i>	<b>Contract Type:</b> Professional Service
<b>This Amendment Value:</b>	<b>Contract Form:</b> Vendor contract document
<b>Maximo User:</b> No	<b>Budget Expenditure:</b> No Budget Impact (Explain in Additional Comments) <i>Expenditure Contract</i>

#### Vendor Information:

<b>Is this a new vendor?</b> No	<b>Tax ID #:</b>
<b>Vendor Name:</b> Wash State Dept of Licensing	<b>COB License #:</b>
<b>JDE Vendor Number:</b> 131312 <i>20916</i>	<b>UBI #:</b> <i>3420000650</i>
<b>Is this vendor an independent contractor?</b> Yes	<b>Contractor's License #:</b> n/a

#### Contract Terms:

**Original Effective Date:** 01/31/2011 **End Date:** 02/28/2013  Actual **Subject To:** No Renewal

#### Related Contract Information:

**Is this an amendment/change order/renewal?** No

#### Council Approval:

**Does this contract require council approval?** No

#### Route:

	<u>In</u>	<u>Out</u>
Contracting Services: <u>Wai Brown</u>		<u>3/28/11</u>
Information Technology: <u>Not Required</u>		
Legal: <u>Jerome Roche</u>	<u>3/28/11</u>	<u>3/30/11</u>
Insurance Reviewed By: <u>Jeanne Nicolai</u>	<u>3/30/11</u>	<u>3/31/11</u>
Department Director: <u>Debra Holmstrom</u>	<u>?</u>	<u>4-4-11</u>
Contracting Services: <u>Wai Brown</u>	<u>4/5</u>	<u>4/5</u>
Return To: <u>Pavla Grover</u>		
City Clerk's Office: <u>M. Tomlow</u>	<u>4-6-11</u>	<u>4-6-11</u>

## CONTRACT REVIEW CRITERIA

**Contract Title:** Washington State DOL IVIPS Agreement **Vendor Name:** Wash State Dept of Licensing

**Dept.** **Contracting Services**

- a) Does the Contract Routing/Approval Form and Contract have consistent information?
- b) Is the Contract Type and template appropriate for the services performed?
- c) Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate? *estimated*
- d) Is the JDE vendor name and number accurate?
- NA*  e) Does the Contractor have a Bellevue Business License? If not, date Tax Office was notified? \_\_\_\_\_
- f) Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)?
- NA*  g) Is this an amendment or renewal? If so, are the original contract #'s and values indicated?
- NA*  h) Has the Selection Method been explained in Additional Comments? Are results attached?
- NA*  i) Is there an ordinance/resolution/motion for this contract? If so, is date and # noted? Is copy attached?
- j) Does the contractor meet requirements of the Independent Contractor Threshold question?
- k) Is Attachment "A" (Scope of Work and/or Services) attached? *agmt.*
- l) Is Attachment "B" (Insurance Requirements) attached?
- m) Are any additional riders required? If so, which one's? \_\_\_\_\_
- n) Does Insurer have a Best rating of A- or better?
- o) Is the Contractor identified as the insured?
- p) Does the Contractor have Commercial General Liability, Business Auto Liability, Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required?
- q) Are the policy expiration date(s) on the Certificate of Insurance current?
- r) Does the Contractor have a self-insured retention? Is it above \$50,000?
- s) Is the City listed as the Certificate Holder?
- t) Does the cancellation wording provide the City with 30 days notice?
- u) Is the Certificate signed?
- v) Is the City of Bellevue (& contracting partners) listed as an additional insured on the Certificate of Insurance? Is the additional insured status primary and non-contributory?
- NA*  w) Is the contract exempt from paying Prevailing Wages? If not, are current Wage Rates attached in Attachment "C"?
- x) Does the Contractor have an open account with the Washington State Department of Revenue? *MUNI SUB*
- y) Are the Contractor's worker's compensation premiums current?
- NA*  z) Is the Contractor on the Federal Debarred Suspended List?
- NA*  aa) Does the vendor have an active Professional/Contractor License with the Washington State Department of Licensing?

Risk to Review

**RISK MANAGEMENT:**

- Are the Insurance Requirements (Attachment B) appropriate for Scope of Work?
- Does the Contractor's Certificate of Insurance comply with the requirements?
- Are there any Limitations of Liability clauses or other risk transfer language problems that shift risk back to the City? *Yes*
- Does the Hold Harmless clause include language referencing Title 51 releases? *No*

*No - Self-insured entities*