

**ATTACHMENT B  
IVIPS USE AND DISCLOSURE CONTRACT USER/ACCESS REQUEST**

**It is the Contractor's responsible to:**

- a. Read and review the IVIPS Use and Disclosure Contract with each employee listed,
- b. Instruct employees not to disclose or share User Sub-Account numbers and passwords, and
- c. Notify DOL in writing within three (3) business days of any changes to the Contact information (i.e. business owner, business address, phone number, Contract Contact, employee eligibility or if an employee with access leaves employment).

**Failure to comply with the above may result in immediate access termination or termination of this Contract.**

TYPE or PRINT Business Name	IVIPS Account Number
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**Include ALL Current and New Users Requiring Access**

1.Type or print Employee Name	User Sub-Account Number
2.Type or print Employee Name	User Sub-Account Number
3.Type or print Employee Name	User Sub-Account Number
4.Type or print Employee Name	User Sub-Account Number
5.Type or print Employee Name	User Sub-Account Number
6.Type or print Employee Name	User Sub-Account Number
7.Type or print Employee Name	User Sub-Account Number
8.Type or print Employee Name	User Sub-Account Number
9.Type or print Employee Name	User Sub-Account Number
10.Type or print Employee Name	User Sub-Account Number
11.Type or print Employee Name	User Sub-Account Number
12.Type or print Employee Name	User Sub-Account Number
13.Type or print Employee Name	User Sub-Account Number
14.Type or print Employee Name	User Sub-Account Number
15.Type or print Employee Name	User Sub-Account Number
16.Type or print Employee Name	User Sub-Account Number
17.Type or print Employee Name	User Sub-Account Number
18.Type or print Employee Name	User Sub-Account Number
19.Type or print Employee Name	User Sub-Account Number
20.Type or print Employee Name	User Sub-Account Number

NOTE: This Form may be duplicated

	<b>INTERNET VEHICLE/VESSEL INFORMATION PROCESSING SYSTEM (IVIPS) USE AND DISCLOSURE CONTRACT</b>			<b>New Account No.</b>
				<b>Renewal Account No.</b>
<b>Contract</b>				
Contract start date <b>Upon Execution</b>		Contract end date		Contract amount <b>See Section #3 Fees</b>
Contractor name				
<b>Contractor</b>				
Contractor's DBA and FKA				
Contractor physical address			Contractor mailing address	
Contractor contact name		Contractor contact telephone	Contractor fax	Contractor e-mail address
<b>Department of Licensing (DOL)</b>				
DOL administration <b>Vehicle/Vessel Public Disclosure</b>			DOL division <b>Administrative Services Division</b>	
DOL contact information Susan Mitchell or Orpha Zollars			DOL contact address Department of Licensing PO Box 2957 Olympia, WA 98507	
DOL contact telephone 360-359-4001		DOL contact fax 360-570-7895		DOL contact e-mail ivips@dol.wa.gov
<b>Attachments</b>				
Required documents The following documents are available online at <a href="https://fortress.wa.gov/dol/ivipsprod/ContractForms.aspx">https://fortress.wa.gov/dol/ivipsprod/ContractForms.aspx</a> and are incorporated by reference:				
<ol style="list-style-type: none"> <li>1. Attachment A, General Terms and Conditions (required reading and Compliance)</li> <li>2. Attachment B, User Access/Change Request (must be completed and returned to DOL with signed Contract)</li> <li>3. Attachment C, Information Request Log (to be maintained individually by each User and provided to DOL upon request)</li> <li>4. Attachment D, Sample Notification Letters (Contractor to use per Section 11 of Contract)</li> <li>5. Attachment E, Data Security Requirements (required reading and Compliance)</li> <li>6. Attachment F, Destruction of Data (to be completed and returned to DOL upon termination of Contract)</li> </ol>				
DOL reserves the right to modify or update all Attachments as required. Contractor is responsible to check that they are only using the most current version of documents.				
<p><b>IN WITNESS WHEREOF, By signing this Contract, Contractor acknowledges that they read and reviewed this Contract in its entirety which includes ALL ONLINE DOCUMENTS, with all employees who will have IVIPS access.</b> The terms and conditions of this Contract are an integration and representation 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 Contract.</p> <p>The parties signing below have executed this Contract, and affirm they have read the Contract and have the authority to bind their respective parties to the terms and conditions of this Contract.</p>				
Contractor signature		Date	DOL signature	Date
Legibly print name and title		Print name and title <b>Terence Artz, Public Records Officer</b> <b>Administrative Services Division</b>		

**INTERNET VEHICLE/VESSEL INFORMATION PROCESSING SYSTEM (IVIPS)  
USE AND DISCLOSURE CONTRACT**

Pursuant to Revised Code Washington (RCW) [19.02](#); [46.12.630](#), [635](#), [640](#); [42.56](#); Washington Administrative Code (WAC) [308-10-075](#) & [308-93-087](#); the Federal Driver Privacy Protection Act of 1994 (DPPA) [18USC2721-2725](#); and [Executive Order 97-01](#), as currently written or hereafter amended.

This Contract is made and entered into between Department of Licensing referred to as "DOL" and the Contractor listed on page one (1), hereinafter referred to as the "Contractor" or "User".

Contractor understands and agrees to comply with all terms and conditions of this Contract, Attachments and documents contained herein or incorporated by reference, which are located at <https://fortress.wa.gov/dol/ivipsprod/>.

**1. PERMITTED USE AND DISCLOSURE**

Contractor agrees that the use and disclosure of Data provided is limited to the following:

*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](#).*

**2. TESTING AND TRAINING**

Contractor agrees to use "test records" made available by DOL, if there is a need to conduct any type of software testing or training that requires vehicle or vessel records; **using actual active records for testing is prohibited.**

**3. FEES (Government entities are exempt from the \$2.00 fee pursuant to [RCW 46.12.635](#)).**

- a. The fee for use of IVIPS is \$0.04 (four cents), applicable to all IVIPS 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.
- c. DOL reserves the right to increase or decrease the fees and may do so without notice or when mandated by law.

**4. PAYMENT AND BILLING PROCEDURES**

a. Billing shall be monthly unless otherwise agreed upon, and Contractor must pay invoices within thirty (30) days of receipt of the invoice. If the Contractor fails to pay any invoice within thirty (30) days of receipt of the invoice, DOL reserves the right to stop providing vehicle/vessel records to the Contractor, or the account may be released to a collection agency. Payment must be sent with a copy of the invoice to:

Department of Licensing, IVIPS  
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 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.
- d. DOL reserves the right to require a deposit and to charge for the reimbursement of all mailing costs associated with this Contract.

**5. CONTRACTOR RESPONSIBILITY**

**Contractor shall:**

- a. Read and comply with the entire Contract, Terms and Conditions, all online documents, and applicable laws and statutes. Contractor will obtain, use and protect personal information contained in the vehicle and vessel records provided by the DOL in compliance with Revised Code of Washington (RCW) [46.12.635](#), [42.56](#), Washington Administrative Code (WAC) [308-10-075](#), WAC [308-93-087](#), and with the Federal Driver Privacy Protection Act of 1994, [18 USC 2721-2725](#). Contractor will disclose records only as permitted by law.
- b. Maintain a current business license for the term of the Contract and provide a copy to DOL upon request.
- c. Provide to DOL the names and addresses of all the Contractor's subsidiaries and other names that they have formerly been known as (FKA) or doing business as (DBA).

- d. Notify DOL prior to business closure or change in ownership or legal status of business.
- e. Notify all Users with IVIPS access of the use and disclosure requirements.
- f. Ensure that all terms, conditions, securities, assurances and certifications set forth in this Contract are carried forward to all Subscribers.
- g. Ensure that records accessed by its Users or Subscribers are used only as permitted by this Contract.
- h. Hold harmless and indemnify DOL as described in Section 13 of Attachment A, General Terms and Conditions.
- i. Ensure that all Users have reviewed and agree to comply with this Contract and all Terms and Conditions contained herein or incorporated by reference.
- j. Ensure all Users understand requirements to:
  1. Not share their Sub Account number or password,
  2. Change passwords every ninety (90) calendar days,
  3. Not use the Data for personal reasons,
  4. Ensure the confidentiality and privacy of all information accessed.
- k. Maintain an individual Information Request Log (IRL) for all the inquiries they do. Ensure each User maintains individual, legible Attachment C *Information Request Log(s) (IRL)* (available online at <https://fortress.wa.gov/dol/ivipsprod/>) for every inquiry. IRLs shall be maintained for a minimum of three (3) years. Contractor may use a legible IRL of their choosing, provided the IRL contains all of the data fields set forth in Attachment C and are formatted so that all data fields regarding a single inquiry fit on the same page.
- l. Ensure each User includes ALL inquiries on their individual IRL, including inquiries that return:
  1. A vehicle or vessel record, or
  2. "No file" or "no record found".
- m. Notify DOL in writing of any changes to contact information within three (3) business days of the change; i.e. change of: business name, ownership, business address, phone number, Contractor Contact, new User, or if a User no longer needs access or leaves employment.
- n. Upon request, provide at no charge to DOL, the following within five (5) business days:
  1. Completed legible Attachment C, *Information Request Log(s) (IRL)*.
  2. Un-redacted samples of all services performed and copies of work products provided or produced for anyone as a result of Data obtained from DOL for any reason.
  3. Un-redacted copies of all Subscriber Agreements that identifies: all Subscribers, the date of Subscriber Agreements, and Subscriber use of Data.
  4. Un-redacted Subscriber Roster with current, accurate, and verifiable information for each Subscriber. Contractor may use the Subscriber Roster of their choosing, provided the Subscriber Roster is in Microsoft Word or Excel format and includes all of the data field sets in the Subscriber Roster template posted online at <https://fortress.wa.gov/dol/ivipsprod/>.
    - Contractor shall maintain copies of the Subscriber Roster and notification letter sent by Subscribers for three (3) years from the date of disclosure, or from the date of termination of this Contract, whichever occurs first, and shall produce copies of the letters upon a request by the DOL.
    - All Subscribers must be identified on the Subscriber Roster, even if Data is only provided to them once.
    - Contractor is responsible to ensure that Subscribers comply with Section 11 of this Contract and the Washington State law describing disclosure notification letter requirements.

## 6. **DATA CLASSIFICATION DECLARATION**

Data described in this Contract *is assessed to be* in the following data classification:

### **Category 4 – Confidential Information Requiring Special Handling**

**Confidential information** requiring special handling is specifically protected from disclosure by law; there are especially strict handling requirements dictated by statutes, regulations, or agreements. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions. Confidential information may include but is not limited to:

- Names and addresses (not including 5-digit zip code).
- Personal Information about individuals, regardless of how that information is obtained.
- Information concerning employee personnel records.
- Information regarding IT infrastructure and security of computer and telecommunications systems.

## 7. **ACCESS TO DATA**

### **Method of Access**

Requests for vehicle/vessel records may be made by:

- a. Online internet access to IVIPS is available on a non-guaranteed basis seven days a week (Sunday through Saturday), twenty-four (24) hours per day.
- b. In writing by email to [recordsdesk@dol.wa.gov](mailto:recordsdesk@dol.wa.gov) or by fax to 360-570-7894 (\$2.00 per record fee may apply).

Authorized Access to Data

- a. Contractor shall maintain a record of those with authorized access to Data and shall complete and return to DOL with the signed Contract: Attachment B, *User Access/Change Request* (<https://fortress.wa.gov/dol/ivipsprod/ContractForms.aspx> )
- b. DOL will assign a unique Sub-account number to employees listed on User Access/Change Request. User employees must use their own unique Sub-account number to access IVIPS. User employees shall keep their Sub-account number and password confidential.

Contractor's Subscribers Accessing Electronic Data

**Contractor shall:**

- a. Contractor shall maintain an accurate, verifiable Subscriber Roster as described in Section 5 above.
- b. Provide Records and Data ONLY to persons or entities authorized under this Contract. Authorized persons and entities include: Contractor, Users, and Subscribers (if applicable).
- c. Permit access to the Contractors computer systems solely by those of its Subscribers agreeing in writing to abide by the terms and conditions contained herein.
- d. Ensure that each person accessing data as a Subscriber is assigned unique logon and password information.
- e. Ensure that each inquiry can be tracked to the specific Subscriber and person making the inquiry.

**8. DESTRUCTION OF DATA**

- a. Contractor shall dispose of Confidential and Personal Information when information is no longer needed as part of business purpose or upon termination of Contract whichever occurs first as described in Section 6 of Attachment E, *Data Security Requirements*.
- b. **Government agencies are exempt from the requirements of this section by statute and shall adhere to their designated destruction and retention schedules.**

**9. SECURITY OF DATA**

Contractor agrees to comply with Attachment E, *Data Security Requirements*, for the duration of the Agreement as described herein and shall:

- a. Ensure that any person or entity the Contractor provides records to will comply with the same restrictions, conditions, safeguards, disclosure, and use requirements of this Contract.
- b. Report to DOL within three (3) working days of discovery of any breach, misuse, or unauthorized disclosure of Vehicle/Vessel Records.
- c. Only allow those members of its workforce with assigned User Sub-Account numbers to access IVIPS.
- d. Instruct and ensure that sharing assigned User Sub-Account numbers is strictly prohibited and may result in termination of the Contract.
- e. Only disclose personal information contained in a vehicle or vessel record in compliance with **PERMITTED USE AND DISCLOSURE**, Section 1 of this Contract, and in compliance with state and federal laws.
- f. At DOL's discretion, Contractor may be required to hire an external independent auditor to conduct an internal audit of all Users and Subscribers. Audits must be completed within thirty (30) business days of a request and are to include but not be limited to, the review of Users and Subscriber's:
  1. Data protection,
  2. Access,
  3. Permissible use and appropriate use of data,
  4. Security measures, and
  5. Data recipients.

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 audit and the results within ten (10) business days of audit completion and upon request.

**10. AUDITS**

- a. Contractor shall submit to audits conducted by DOL. All audits shall be conducted at no cost to DOL.
- b. Audits may include, and are not limited to, review of: IRLs, User Access/Change Requests, Subscriber Rosters, Subscriber Agreements, copies of notification letters, and items listed in Section 5.
- c. A breach in any term or condition of this Contract may result in a failed Audit.
- d. Three (3) failed audits will result in access termination for a period to be determined at the discretion of DOL and may result in Contract termination.
- e. Audit results may be carried forward to renewal contracts and to any assigned account numbers.
- f. Upon request, Contractor must provide DOL with copies of any internal audit results.

11. **ATTORNEY OR PRIVATE INVESTIGATOR** (RCW [46.12.635](#), [46.12.640](#); WAC [308-10-075](#), [308-93-087](#)),
- Whenever the Contractor provides information to an Attorney or Private Investigator the **releasing entity** must provide notification letters, to the person the vehicle or vessel information applies, no later than five ( 5) working days from the date of disclosure, and shall retain a copy of the notification letters for three (3) years from the date of disclosure, or from the date of termination of this Contract, whichever occurs first, and shall produce copies of the letters upon a request by the DOL.
  - Whenever a Subscriber provides information to an Attorney or Private Investigator the **releasing entity** must provide notification letters, to the person the vehicle or vessel information applies, within five (5) working days from the date of disclosure, and shall also send a copy to the Contractor to be kept for three (3) years from the date of disclosure.

**NOTIFICATION**

- The notice must only include the information contained in the Attachment D, *Sample Notification Letter*, provided online at <https://fortress.wa.gov/dol/ivipsprod/>. Contractor shall not use the DOL's name or logo, addresses, telephone numbers, email addresses, or the State seal in the notification letter.
  - When the Contractor is an Attorney or a Private Investigator receiving the vehicle or vessel record directly on-line from the IVIPS program, notification letters will be automatically mailed by DOL.** DOL reserves the right to bill Contractor for the reimbursement of costs associated with the required mailing to include, but not limited to: postage, envelopes, papers, etc.
  - This section (Section 11) does not apply to government entities.**
12. **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 guarantee that the records provided are error free. DOL shall not be liable for loss of any kind for any reason due to errors or information provided by DOL.

13. **CONTRACT CONTACT**

- The Contract Contact (Contract Manager) listed on page one (1) of this document, shall be responsible for all communications pertaining to this Contract.
- The Contractor is required to notify DOL in writing within three (3) business days of changes to: business name, ownership, business address, phone number, email address, Contractor Contact, Users (new Users, Users that no longer need access, or Users that leave employment and any changes to the Subscribers and Subscriber Roster.
- Failure to appropriately make written notification to DOL may result in access termination of IVIPS, for which DOL will not be liable, or may result in termination of this Contract.

14. **LEGAL FEES**

In the event of litigation or other action brought to enforce Contract terms, each party is responsible for its own legal fees and costs. If the account has an unpaid outstanding balance and is released to a collection agency, Contractor is responsible for all collection costs and/or legal fees.

15. **PUBLICITY**

The Contractor agrees not to use DOL's name or logo, or the State seal, to distribute in any manner or use in any way in advertising, sales promotions, publicity, or solicitations.

\*\*\*\*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK\*\*\*\*