

DOL Contract No _____

INTERNET VEHICLE/VESSEL INFORMATION PROCESSING SYSTEM (IVIPS)
 USER AGREEMENT BETWEEN
 WASHINGTON STATE DEPARTMENT OF LICENSING
 AND
 CITY OF REDMOND

Account # 557612
 November 5 2008

This Agreement is made and entered into by and between the Washington State Department of Licensing herein after referred to as DOL 1125 Washington Street SE Olympia WA 98504 and City of Redmond PO Box 97010 Redmond WA 98073 herein referred to as "USER or Contractor"

1 PURPOSE OF AGREEMENT

This is a reimbursable services Agreement to provide public record information on vehicles and/or vessels under Revised Code Washington (RCW) 46 12 370 RCW 46 12 380 RCW 46 12 390 RCW <http://apps.leg.wa.gov/rcw/>, Washington Administrative Code (WAC) 308-93 087 WAC 308-93-088 WAC 308-93-089 WAC 308-10 WAC 308-10-45 <http://apps.leg.wa.gov/wac/> and Chapter 18 USC Sec 2721-2725 Driver Privacy Protection Act (DPPA) <http://www.accessreports.com/statutes/DPPA1.htm>, Executive Order 97-01 <http://www.governor.wa.gov/execorders/eoarchive/eo97-01.htm> It is the USERS responsibility to become familiar with the above mentioned references

This Agreement cancels and supersedes any prior Agreement for providing vehicle/vessel record information as set forth herein known or unknown made between DOL and USER, and identifies the terms and conditions under which information is provided for inspection and copying

SPECIAL TERMS AND CONDITIONS

THEREFORE, IT IS MUTUALLY AGREED THAT

2 DEFINITIONS

As used in this Agreement the following terms shall have the meaning below

- 2 1 "Commercial purpose" means using or intending to use information for the purpose of facilitating a profit expecting business activity except as provided in RCW 46 12 380
- 2 2 "IVIPS" means the Internet Vehicle/Vessel Information Processing System that is used to obtain information under this Agreement
- 2 3 "Personal information" means information identifiable to any person including but not limited to information that relates to a person s name health finances education business use or receipt of governmental services or other activities addresses telephone numbers social security numbers driver license numbers other identifying numbers or Protected 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
- 2 4 "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
- 2 5 "RCW" means the Revised Code of Washington
- 2 6 "USER" means the primary agency or entity contracting with the Department of Licensing to access the IVIPS data system
- 2 7 "USERS" for the purpose of this Agreement shall include authorized employees with access to the IVIPS data system (if applicable)
- 2 8 "WAC" means Washington Administrative Code

3 PERIOD OF PERFORMANCE

Subject to its other provisions the Period of Performance for this Agreement shall commence on the date of execution, and shall not exceed December 31, 2010 or unless terminated whichever occurs first.

NOTE Before existing Agreement can be renewed USER must submit a new application with current business license (if applicable) and all applicable required documentation This Agreement is void upon formal action of the State Legislature enacting statutory prohibition or failure to provide funding for the performance of duties provided herein

4 STATEMENT OF WORK

PERMITTED USE

USER Shall

Comply with and agree to use the information provided under this Agreement for the sole purpose of

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.

No variations or other uses are permitted and will be considered a violation and immediate termination of IVIPS access may result

- 4 1 Deposit a minimum of \$25 00 or an amount determined sufficient to reimburse DOL for estimated monthly services before receiving any information (See Payment & Billing Section 5)
- 4 2 Receive the USER s secure account/access code from DOL. Each request for information will require this account/access code from USER and/or pre-authorized USERS (employees) with account/access codes (if applicable)
- 4 3 Ensure each employee using IVIPS has reviewed and is familiar with this Agreement and signed the **Appropriate Use Declaration (AUD) form, Attachment A**. The signed AUD form(s) shall be kept at the USER place of business. DOL may request a copy of the signed form(s) at anytime
- 4 4 Ensure the USER and USER S employees and agents will maintain the confidentiality of the Vehicle/Vessel records by
 - 4 4 1 Protecting their account numbers and passwords
 - 4 4 2 Instructing USERS to change their passwords every 90 days as recommended for security enhancement and by using hard to guess passwords particularly when there are changes in personnel
 - 4 4 3 Instituting penalties for misuse of data
- 4 5 Submit to DOL the names of employees (if applicable) who will have IVIPS access by completing the **User List Form, Attachment B** and,
 - 4 5 1 Each employee will be issued a unique sub-account/access code and shall be the sole USER of that account
 - 4 5 2 Disclosure or unauthorized use of the sub-account/access code by any USER is prohibited
- 4 6 Be responsible to notify DOL in writing of any changes to contact information within three (3) business days of the change i.e change of business address phone number Contract Manager employee eligibility or if an employee with access leaves employment. Failure to do so may result in immediate access termination
- 4 7 Maintain and instruct all employee USERS to maintain legible **Information Request Log(s) (IRL), Attachment C** (each employee shall maintain a log photocopies of this sample form are permitted) or USER may use a legible **Information Request Log(s) (IRL)**, of the USERS choosing if the IRL contains all of the following data fields

Date of search/inquiry	Specific verifiable reason for each search/inquiry
Time of search/inquiry Account number	Case Court and County Docket Cause and/or Claim number
Plate/VIN numbers/Names	Type of search/inquiry (phone internet or written)
Requestors(User) initials	

- 4 8 When information is acquired for Attorneys, Private Investigators and Service of Process the "specific verifiable reasons" must include a minimum of one of the following the case court and county docket cause and/or claim number
- 4 9 Provide a legible copy of IRL to DOL for all USERS within three (3) business days of receiving a written request from DOL. Failure to provide IRL as requested by DOL may result in immediate termination of this Agreement

- 4 10 Understand that data updates occur approximately every 48 hours for Vehicle and every seven (7) days for Vessels Be subject to inspection copying or inquiry fees may apply and be paid according to Payment & Billing Section 5
- 4 11 Request Vehicle/Vessel records as authorized by applicable RCW's WAC s laws and statutes using one of the following options
- Option 1 - Telephone communication - DOL staff can provide verbal information and receive requests for copies of records to be sent to USER
 - Option 2 - Written Communication - DOL staff can provide a copy of a record or lists of individual records as authorized
 - Option 3 - IVIPS - Provides the USER the ability to inspect Vehicle/Vessel records through the internet
- 4 12 Retain all information obtained under this Agreement for a period not to exceed one (1) calendar year from the date of Agreement termination or until business purpose is served which ever occurs first Destroy all information in a manner that it may not be recovered After the destruction of information USER shall return to DOL a signed **Certification of Data Disposition form, Attachment D**, unless otherwise indicated by law or USER is exempt as set forth in RCW 46 12 380(6) or if the parties mutually determine that return or destruction is not feasible then the form is to be returned indicating exemption
- 4 13 Acknowledge that whenever information is given to an *Attorney or Private Investigator* under this Agreement according to RCW 46 12 380
- 4 13 1 **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 business day
- 4 13 2 When the USER is providing information to an *Attorney or Private Investigator* the USER **must notify** the Vehicle/Vessel owner whom the information applies in writing no later than the following business day that the information has been granted to an *Attorney or Private Investigator and*
- 4 13 3 USER **must** also send a copy to DOL of the notice sent to owner by US mail no later than the following business day addressed as provided in Section 17 Contract Manager
- 4 13 4 All notices **must** include the name address and phone of the *Attorney or Private Investigator* requesting the information and must include the Vehicle /Vessel information provided (i e Plate/REG and VIN/HIN)
- 4 13 5 Unless notification is otherwise indicated by law or if USER is a government entity exempt as set forth in RCW 46 12 380(6)
- 4 14 **PROHIBITED USE OF INFORMATION**
Unless otherwise required by law any personal Vehicle/Vessel owner information or part thereof received through this Agreement by USER or USERS **shall not**
- 4 14 1 Be furnished to any person, association or organization for any private personal or commercial purpose without prior written approval from DOL
- 4 14 2 Provide screen prints of IVIPS records to any client and/or customer for any reason even if the information is theirs
- 4 14 3 Be disclosed sold published or otherwise distributed used for mailing purposes or to make unsolicited business contacts if any of these are for commercial purposes, or for personal or private use for any reason *Unsolicited business contact* means a contact that is intended to result in or promote the sale of any goods or services to a person named in the disclosed information
- 4 14 4 Make false representation to obtain any personal information from an individual Vehicle/Vessel record from DOL
- 5 **PAYMENT AND BILLING**
USER agrees to pay all fees due under this Agreement by one of the following methods
- 5 1 Deposit in the amount of \$25 00 via check or money order Deposit is for pre-payment of DOL s copying and direct costs for information
- 5 2 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
- 5 3 All correspondences 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

5.4 Upon termination of this Agreement DOL shall refund any remaining portion of deposits received after applying funds to any outstanding fee balances

6 FEES

6.1 Telephone and Written

\$ 0.15 - (fifteen cents) for each copy requested

\$ 0.75 - (seventy-five cents) for each page of microfilm or imaged document requested

\$ 1.50 - (one-dollar and fifty cents) for each certification affixed to any copy

6.2 Internet

\$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" indicated

6.3 Lists

Fees covering DOL's direct cost for computer-generated lists shall be agreed upon and pre-paid before DOL will disclose the information

6.4 DOL maintains the right to increase or decrease the fees for rendering services under this Agreement. Any amended fees shall be subject to Section 10

7 RIGHTS OF INSPECTION

DOL reserves the rights to monitor, perform audits, or investigate the use of Vehicle/Vessel information collected, used, or acquired by the USER or USERS through this Agreement. The monitoring, investigating, or auditing may include, but is not limited to, "salting" by DOL. "Salting" means the act of introducing data containing unique but false information that can be used later to identify inappropriate access of internet inquires and/or disclosure of record information obtained from DOL. If a USER is found to be in violation of applicable RCW's, WAC's, laws, and statutes cited in this Agreement, immediate termination may occur and DOL may suspend and/or revoke the privileges of obtaining information for up to five (5) years. Each violation may result in a gross misdemeanor punishable by a fine not to exceed \$10,000 (ten thousand dollars) or by imprisonment in a county jail not to exceed one (1) year or both for each violation.

8 LIMITATION UPON ASSIGNMENT

This Agreement is not assignable by either party.

9 PROPRIETARY RIGHTS

USER shall acquire no proprietary rights, exclusive or otherwise, to information obtained from DOL.

10 AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended 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.

11 ASSURANCES

DOL and the USER agree 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.

12 DATA DISPOSITION

The USER shall certify the return or destruction of all data sets as described herein upon expiration or termination of this Agreement (Reference: *Certification of Data Disposition*, Attachment D) and shall retain no copies, unless exempt as set forth in RCW 46.12.380(6). 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.

13 LIMITATION OF STATE'S 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 USER 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 the loss or 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 USER 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.

14 DISPUTES

The parties agree that time is of the essence in resolving disputes

During the dispute resolution period parties agree

- If the subject of the dispute is the payment due to DOL DOL may cease regularly scheduled access and terminate this Contract
- If the subject of the dispute is not the payment due the DOL may continue performance of work under the Contract unaffected by the dispute

Dispute Steps

- 1 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
 - be in writing
 - state the disputed issues
 - state the relative position of the parties
 - state the Contractor's name address and DOL Contract Number and
 - be mailed to the Contracts Office and the other party's Contract Manager within three (3) working days after the parties agree they cannot resolve the dispute
- 2 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
- 3 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
- 4 The decision of DOL's Contracts Office shall be final and conclusive unless within five (5) working days from the date DOL mailed the decision the Contractor requests a dispute panel This request must be in writing to DOL's Contracts Office
- 5 If a dispute panel is requested within five (5) working days DOL and the Contractor shall each appoint a member to sit on the dispute panel DOL and the Contractor shall jointly appoint a third member to the dispute panel within the next five (5) working days
- 6 The dispute panel shall review the written descriptions of the dispute gather additional information as needed and make a decision on the dispute in the shortest practical time with the majority prevailing The parties agree the decision of the dispute panel shall be final and binding

15 USER/USERS ACCESS TERMINATION

Each party may at its discretion disqualify an authorized USER/USERS authorized by the Contractor from gaining access to data Notice of termination of access will in written notice and may be sent via email fax or United States mail and becomes effective upon receipt by the other party Termination of access of one USER by either party may or may not affect other USER/USERS authorized under this Agreement DOL shall review each termination on an individual basis and has the final decision and reserves the right to terminate a USER/USERS access without notice at its discretion

Due to Changes

DOL may end this Agreement immediately without notice at its discretion in the event that a policy or procedure change is implemented by DOL or if applicable RCW's WAC's laws and statutes are amended Notice of termination of access will be by written notice and may be sent via email fax or United States mail and becomes effective upon receipt by the other party

16 TERMINATION**Default**

If a USER violates any material term or condition of this Agreement DOL may give the USER written notice of the violation The USER will correct the violation within 30 days or as otherwise mutually agreed If the violation is not corrected DOL may at its sole discretion immediately terminate access to IVIPS and this Agreement by written notice to the USER Upon termination the USER shall be liable for damages as authorized by law

DOL may suspend or revoke for up to five years the privilege of obtaining data if USER is found to be in violation of this Agreement

The termination shall be deemed to be a "Termination for Convenience" if it is determined the USER not in default.

Convenience

This Agreement may be ended by either party upon giving three (3) days written notice to the other party provided either party may end the Agreement immediately for breach by the other party of any of its obligations under the Agreement.

In the absence of actual delivery to and receipt by either party by mail or other means at an earlier date and/or time notice of termination shall be conclusively deemed to have been delivered to and received by the other party as of midnight of the third (3rd) day following the date of its posting in the United States mail addressed as provided in Section 17 herein

17 CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person responsible for all communications regarding the performance of this Agreement.

The Contract Manager is	The DOL Contract Manager is
Glona Newby City of Redmond PO Box 97010 Redmond WA 98073 Phone (425) 556-2442 FAX (425) 556-4242 Email gnewby@redmond.gov	Eileen Boman Department of Licensing Vehicles Disclosure Unit PO Box 2957 Olympia WA 98507-2957 Phone (360) 902-3760 FAX (360) 902-3827 Email eboman@dol.wa.gov

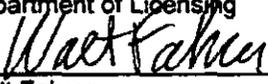
18 INFORMATION CONTACT

The Agreement Information Contact for DOL is the Vehicles Public Disclosure Unit (360) 902-3760 or smitchell@dol.wa.gov and shall be responsible for all communications regarding this Agreement relating to

◆ Set-up information and questions	◆ Passwords
◆ Account questions	◆ Other general information and/or questions

19 AFFIRMATION OF AGREEMENT

The parties signing below hereby affirm they have the authority to bind their respective parties to the terms and conditions of this agreement

Department of Licensing  Walt Fahrer Contract Officer	City of Redmond  Signature John Marchione, Mayor Print Name & Title
Date 11/25/08	Date 11/20/08
APPROVED AS TO FORM ONLY Signature on File _____ Jerry Anderson AAG	Date _____
	Contact Name Gloria Newby Contact Phone (425) 556-2442 If above information is incorrect please change and initial

ATTEST/AUTHENTICATED


 City Clerk, City of Redmond

APPROVED AS TO FORM


 Office of the City Attorney

ATTACHMENT A

APPROPRIATE USE DECLARATION (AUD)

EMPLOYEE SECTION

I understand that by signing this Appropriate Use Declaration

- I certify under penalty of perjury under the laws of the state of Washington that all of the information on this Appropriate Use Declaration is true and correct
- I have reviewed the IVIPS Agreement with my supervisor and understand the expectations
- I agree to abide by the terms and conditions of this Agreement and by all applicable current or future federal state and local laws rules and regulations
- I understand that any misuse of this information is punishable by a fine not to exceed \$10 000 or by imprisonment not to exceed one year or both for each violation
- RCW 46 12 390 [http //apps leg wa gov/rcw/](http://apps.leg.wa.gov/rcw/)

_____ PRINT EMPLOYEE NAME	_____ TITLE/POSITION	_____ EMPLOYEE IDENTIFICATION NUMBER
 X _____ EMPLOYEE SIGNATURE	_____ LOCATION	_____ DATE

BUSINESS ADDRESS

EMPLOYER SECTION

I understand that by signing this Appropriate Use Declaration

- I certify under penalty of perjury under the laws of the state of Washington that all of the information on this Appropriate Use Declaration is true and correct
- I reviewed the IVIPS Agreement with my employee
- I have explained the requirements contained in the Terms and Conditions
- I will immediately notify DOL in writing of any changes to contact information i.e. business address phone number Contract Manager employee eligibility or if an employee with access leaves employment Failure to do so may result in immediate termination of this Agreement
- This signed form shall be kept at the USER place of business DOL may request a copy of the signed forms at anytime

_____ SUPERVISOR NAME (PRINTED)
 X _____ SUPERVISOR SIGNATURE

_____ LOCATION	_____ DATE
-------------------	---------------

BUSINESS ADDRESS

EMPLOYER PLEASE RETAIN A SIGNED AUD FOR EACH EMPLOYEE

NOTE Please duplicate form as needed to obtain employee signatures

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) 664-8885



ATTACHMENT B

User List

MAIL OR FAX TO
DEPARTMENT OF LICENSING
PUBLIC DISCLOSURE
PO BOX 2857
OLYMPIA WA 98507 2957
FAX (360) 902-3827

By signing this form

- 1 I declare under penalty of perjury under the laws of the state of Washington that I agree to abide by all applicable federal and Washington State statutes rules regulations and policies referenced in the IVIPS Agreement
- 2 I reviewed the IVIPS Agreement with each user listed below and they are eligible to use IVIPS based on the criteria established by the Department of Licensing
- 3 I have obtained a signed *Appropriate Use Declaration* form from each employee and it is on file with me DOL may request a copy of the signed forms at any time
- 4 I am responsible to immediately notify DOL in writing of any changes to Agreement contact information i.e business address phone number Contract Manager employee eligibility or if an employee with access leaves employment Failure to do so may result in immediate termination of this Agreement

AGENCY/USER NAME

ADDRESS

SUPERVISOR NAME (PRINTED)

SUPERVISOR PHONE NUMBER

X

SUPERVISOR SIGNATURE

PRIMARY ACCOUNT/ACCESS CODE

LOCATION

DATE

IMPORTANT PLEASE PRINT EMPLOYEE NAME

DOL USE ONLY

1 _____
PRINT EMPLOYEE NAME TITLE/POSITION

SUB-ACCOUNT NUMBER

2 _____
PRINT EMPLOYEE NAME TITLE/POSITION

SUB-ACCOUNT NUMBER

3 _____
PRINT EMPLOYEE NAME TITLE/POSITION

SUB-ACCOUNT NUMBER

4 _____
PRINT EMPLOYEE NAME TITLE/POSITION

SUB-ACCOUNT NUMBER

5 _____
PRINT EMPLOYEE NAME TITLE/POSITION

SUB-ACCOUNT NUMBER

6 _____
PRINT EMPLOYEE NAME TITLE/POSITION

SUB-ACCOUNT NUMBER

7 _____
PRINT EMPLOYEE NAME TITLE/POSITION

SUB-ACCOUNT NUMBER

8 _____
PRINT EMPLOYEE NAME TITLE/POSITION

SUB-ACCOUNT NUMBER

9 _____
PRINT EMPLOYEE NAME TITLE/POSITION

SUB-ACCOUNT NUMBER

10 _____
PRINT EMPLOYEE NAME TITLE/POSITION

SUB-ACCOUNT NUMBER

*NOTE This form may be duplicated



**ATTACHMENT C
INFORMATION REQUEST LOG
(IRL)**

MAIL OR FAX TO
DEPARTMENT OF LICENSING
PUBLIC DISCLOSURE
PO BOX 2957
OLYMPIA WA 98507 2957
FAX (360) 902 3827

Each USER is required to maintain a legible Information Request Log (IRL) to document the reason for and account for each look up made using IVIPS. USER shall provide a legible Information Request Log upon written request from DOL within three (3) business days of USER's receipt of such request. Each log entry must describe the exact verifiable purpose for each look up. Failure to provide requested information to DOL will result in immediate access termination and other sanctions authorized under RCW 46.12.390 (Photocopies of this form are permitted)

AGENCY/USER NAME _____

USER ACCOUNT/SUB-ACCOUNT NUMBER _____

Please print legibly

Attention Attorneys Private Investigators and Service of Process must include a verifiable proof of filing such as but not limited to a case court and county docket cause-or claim number

	Date Of Search	Time	Plate / VIN/ Name	User Initials	EXACT PURPOSE Specific Reason for Search/Inquir	Case Court and County Docket, Cause and/or Claim Number	Type of Inquiry
1							<input type="checkbox"/> Internet <input type="checkbox"/> Phone <input type="checkbox"/> Written
2							<input type="checkbox"/> Internet <input type="checkbox"/> Phone <input type="checkbox"/> Written
3							<input type="checkbox"/> Internet <input type="checkbox"/> Phone <input type="checkbox"/> Written
4							<input type="checkbox"/> Internet <input type="checkbox"/> Phone <input type="checkbox"/> Written
5							<input type="checkbox"/> Internet <input type="checkbox"/> Phone <input type="checkbox"/> Written
6							<input type="checkbox"/> Internet <input type="checkbox"/> Phone <input type="checkbox"/> Written
7							<input type="checkbox"/> Internet <input type="checkbox"/> Phone <input type="checkbox"/> Written
8							<input type="checkbox"/> Internet <input type="checkbox"/> Phone <input type="checkbox"/> Written
9							<input type="checkbox"/> Internet <input type="checkbox"/> Phone <input type="checkbox"/> Written
10							<input type="checkbox"/> Internet <input type="checkbox"/> Phone <input type="checkbox"/> Written
11							<input type="checkbox"/> Internet <input type="checkbox"/> Phone <input type="checkbox"/> Written
12							<input type="checkbox"/> Internet <input type="checkbox"/> Phone <input type="checkbox"/> Written
13							<input type="checkbox"/> Internet <input type="checkbox"/> Phone <input type="checkbox"/> Written
14							<input type="checkbox"/> Internet <input type="checkbox"/> Phone <input type="checkbox"/> Written



ATTACHMENT D

**CERTIFICATION OF
DATA DISPOSITION**

RETURN THIS FORM TO DOL AFTER DISPOSING OF DATA or UPON EXPIRATION OF AGREEMENT

Date of Disposition _____

Account No _____

Data disposition methods used upon expiration or termination of this Agreement (select all that apply)

CHECK ALL BOXES THAT APPLY

- All copies of any data sets related to this data sharing Agreement have been wiped from all data storage systems and media once the business purpose has been served
- All on-line access accounts related to this data sharing Agreement have been deleted
- All printed and hard copy materials and all non-wiped computer media containing any data related to this data sharing Agreement have been destroyed
- All copies of data sets related to this data sharing Agreement that have not been disposed of in a manner described above
- Parties mutually determine that destruction is not feasible
- USER is EXEMPT from reporting data disposition as set forth in RCW 46 12 380 (6)

I declare under penalty of perjury under the laws of the state of Washington, by my signature below that the data disposition requirements have been fulfilled as indicated above

USER Business Name

Business Address

Signature

Date

Print Name

Title

Location

Date

RETURN THIS FORM TO DOL AFTER DISPOSING OF DATA or UPON EXPIRATION OF AGREEMENT

MAIL OR FAX TO

DEPARTMENT OF LICENSING
PUBLIC DISCLOSURE
PO BOX 2957
OLYMPIA WA 98507 2957
FAX (360) 902-3827