LICENSING	**DRIVER AND PLATE SEARCH (DAPS) USE AND DISCLOSURE CONTRACT**	DOL Contract No. K5045 DOL Account No. 911328 ☐ New ☒ Renewal

This Contract is made and entered into between DOL and the Contractor listed below. Hereinafter referred to as the "Contractor "or "USER". **By signing this Contract, Contractor acknowledges that they read and reviewed this Contract in its entirety with all employees who will have access to DAPS**. Contractor understands and agrees to comply with all Terms and Conditions, Attachments and documents of the Contract contained herein or incorporated by reference, which are located at http://www.dol.wa.gov/vehicleregistration/externaldaps.html . Upon execution, this Contract sets forth in full all Terms and Conditions and cancels and supersedes any previous DAPS Contract(s), including Attachments.

Contract Start Date	Contract End Date	Contract Amount
Date of execution	**September 30, 2019**	**Non-Financial**

Purpose (brief description)
Provide access to Driver And Plate Search (DAPS), and the use of the information contained in the records obtained.

Contractor contact information

Contractor Name		Contractor dba	
Sequim Police Department		N/A	
Contractor Address 609 West Washington Street, Suite 16 Sequim, WA 98382		Contractor Uniform Business Identifier (UBI) N/A	Contractor Employment Identification Number(EIN) N/A
Contractor Contact Cathleen Eldred	Contractor Contact Telephone 360-683-7227	Contractor Fax 360-683-4556	Contractor E-Mail Address celdred@sequimwa.gov

Department Of Licensing (DOL) contact information

Administration		Division
Client Support		Programs and Services
Contract Manager Dani Waldron	DOL Contact Address Post Office Box 2076 Olympia WA, 98507-2076	
DOL Contract Manager Telephone 360-902-3824	DOL Contract Manager Fax 360-570-4924	DOL Contract Manager E-Mail dwaldron@dol.wa.gov

Authority

Revised Code Washington (RCW) chapters RCW 39.34, 42.56, 46.12, 46.52 and Washington Administrative Code (WAC) 308-10 and Chapter 18 USC Sec. 2721-2725 Driver Privacy Protection Act (DPPA) or other applicable laws as currently written or hereafter amended.

Attachments

The following documents and Attachments are available online at
http://www.dol.wa.gov/vehicleregistration/externaldaps.html
and are incorporated herein and/or by reference:

☒ General Terms and Conditions (required reading and compliance)
☒ Agency Access Request (420-201) (return to DOL with signed Contract)
☒ Employee Access/Change Request (420-205) (return to DOL with signed Contract)
☒ Data Security Requirements (required reading and compliance)
☒ Destruction of Data (for completion and return to DOL upon expiration or termination of Contract)

IN WITNESS WHEREOF, the parties hereby acknowledge and accept the terms and conditions of this Contract which is executed by the persons signing below that warrant they have the authority to execute it on behalf of DOL and the Contractor. This Contract shall be binding on DOL only upon signature by DOL.

Contractor signature	Date Signed	DOL signature	Date Signed
William Dickinson	06-24-14	Melissa Cox	7-8-14
PRINT contractor name and title WILLIAM DICKINSON, CHIEF OF POLICE		Name and title Melissa Cox Manager DOL Contract Office	

DRIVER AND PLATE SEARCH (DAPS) CONTRACT
USES AND DISCLOSURES

1. **SCOPE**

DOL provides the application in a browser environment and is available for search queries 24 hours a day, except during system maintenance as needed.

NOTE: regarding the updating of information:

a. Vehicle responses received may contain information that has not been updated for up to 48 hours.
b. Driver responses received may contain information that has not been updated for up to 24 hours.

DOL shall disclose vehicle and driver record information for inspection by USER over a secure Internet connection using DOL's DAPS application. Access to DAPS is for secure use by Contractor and employees only.

2. **USE OF DATA**

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

a. Only for the limited purposes of carrying out activities pursuant to this Contract as described in USER'S *Agency Access Request* (420-201) submitted prior to issuance of this Contract and incorporated by reference herein.

b. **(When Applicable)**
The use of this information as necessary for the Title IV-D of the Social Security Act: Child Support Enforcement Program purposes only. Access will permit the Contractor's authorized staff (registered USERS) and their Prosecuting Attorneys, Title IV-D Contract Attorneys, and/or the Attorney General to obtain information to be used exclusively to accomplish their official child support program related job functions under the Title IV-D of the Social Security Act. Attorneys representing the State of Washington and their authorized staff may, as part of their official duties, file information obtained within the scope of this Contract into an official court record and are authorized to re-disclose for the Title IV-D purposes only.

c. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.

d. **(NOTE)**
- DAPS does not provide the optional mailing address for a registered owner(s) of the vehicle record. The optional mailing is used to mail notifications to the registered owner(s) of vehicles. DAPS only displays the primary residence address, which is not always the address used for notifications to customers and may be different from the optional mailing address.
- DAPS is not intended to be used by courts or government agencies having jurisdiction over standing, stopping, parking violations or other infractions, e.g. automated traffic safety cameras, or automated school bus safety cameras to notify the registered owner(s) of a vehicle related to RCW 46.16A.120. To do so may result in the notification not being delivered to the intended recipient, and is at the risk of the Contractor, not DOL.
- DOL will not be liable for any inaccuracy that may occur with the information obtained from the vehicle record. Contractor assumes all liabilities for how information is used and with any notifications made to the registered owner(s) of a vehicle using information obtained from the DAPS system.

3. **CONTRACTOR RESPONSIBILITY**

Contractor Shall:

a. Read and comply with all applicable laws and statutes, the entire Contract, all terms and conditions, and all required online documents. The following documents are available online at

b. http://www.dol.wa.gov/vehicleregistration/externaldaps.html and are incorporated herein and/or by reference:
   - Attachment A, General Terms and Conditions (required reading and compliance);
   - Attachment B, Agency Access Request (420-201) (required to be completed and return to DOL with signed Contract);
   - Attachment C, Employee Access/Change Request (420-205) (required to be completed and return to DOL with signed Contract);
   - Attachment D, Data Security Requirements (required reading and compliance);
   - Attachment E, Destruction of Data (for completion and return to DOL upon expiration or termination of Contract).

b. Take all steps necessary to ensure the application is accessible and used only by authorized personnel to accomplish their official job functions.

c. Require each employee accessing the DAPS application to register with SecureAccess Washington (SAW).

d. Have the ability and is responsible to cancel each Users SAW account.

e. Ensure that information will not be shared, duplicated, or re-disclosed.

f. Obtain necessary forms (numbers 420-201, 420-205) from the DAPS website at http://www.dol.wa.gov/vehicleregistration/externaldaps.html.

g. Notify DOL in writing of employees who are eligible for access to the DAPS system using the DAPS *Employee Access/Change Request* (420-205) form incorporated herein by reference.

h. Be responsible to immediately notify DOL in writing of any changes to the access eligibility by using the DAPS *Employee Access/Change Request* (420-205) form incorporated herein by reference. Update and submit to DOL annually for accuracy and accountability for continued access to DAPS.

i. Ensure the Contractor, employees, and agents will maintain the confidentiality of vehicle and driver records by:
   - protecting their account numbers and passwords;
   - regularly changing passwords, by instructing users to change their password every 90 days, as recommended for security enhancement and by using hard to guess passwords; particularly when there are changes in personnel;
   - instituting penalties for misuse of data; and
   - ensuring that employees are familiar with the provisions of this Contract.

j. With a written request to DOL, USER may be allowed to obtain hard copies of records, as authorized in RCW 46.12.380, RCW 46.52.120 and RCW 46.52.130.

4. PROHIBITED USE OF DATA

Contractor Shall

a. Ensure that information will not be shared, duplicated, or re-disclosed.

b. Not use any information for personal purposes and/or benefit. Any use of the application by persons other than employees of the USER or for purposes other than to accomplish the USER's official job functions is grounds for immediate termination of this Contract as provided herein.

c. Not sell or otherwise distribute any vehicle or driver record information, e.g. name, addresses, driver license number, social security number, etc. All exceptions to the above must be pre-approved in writing by the Director of DOL, or the Director's designee, setting out any limitations or conditions to which the approval is subject. Such written approval must be granted by the DOL prior to the requested use of, or release of, the information that is subject to the exception.

5. PROGRAM SUPPORT COMMUNICATIONS

All program support communications from the USERs to DOL shall be directed through the DOL Client Support, for contact information. The office contact for the USER shall be the primary contact for all communications regarding:

- Installation and operations of DAPS;
- Registration process with SecureAccess Washington;
- Troubleshooting issues or problems that occur;
- User acceptance testing for system updates;
- Law enforcement questions;
- Processes for modifying, adding, terminating employees from Employee Access/Change Request and/or general questions;
- Notification of system maintenance.

The Program Support for DOL is:
Department of Licensing Client Support PO Box 2076 Olympia, WA 98507-2076 Phone: 360-902-3708 FAX: 360-570-4943 E-Mail: dapscomm@dol.wa.gov Mon-Fri. 8:00am to 5:00pm

6. DATA CLASSIFICATION DECLARATION

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

Confidential Information Requiring Special Handling

Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

a. Especially strict handling requirements are dictated, such as by statutes, regulations, or Contracts.
b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

7. ACCESS TO DATA

Method of Access/Transfer

The data shall be provided by DOL using SecureAccess Washington.

Frequency of Data Exchange

Repetitive: Continual as needed basis.

Authorized Access to Data

Access to "Confidential" information is limited to individual agency staff and business partners who are specifically authorized and who have a business need-to-know. As required by state law and federal law. DSHS will receive Social Security Number data for the purpose of child support enforcement completion of form (420-206), available upon request. (See RCW 26.23.150 and 26.23.120)

8. DATA DISPOSITION

Using the Attachment D, *Data Security Requirements,* the Contractor shall comply with destruction of all Data sets as described herein upon expiration or termination of this Contract, and shall retain no copies. Data shall be destroyed so it cannot be recovered in any way. Contractor shall submit a completed Attachment E, *Destruction of Data,* within fifteen (15) days of contract completion or termination.

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. Contractor shall adhere to its required retention schedule.

Revised 7-29-2014

WASHINGTON STATE DEPARTMENT OF LICENSING	DISCLOSURE AGREEMENT DRIVER AND PLATE SEARCH (DAPS) SEQUIM POLICE DEPARTMENT	DOL Contract No. K 5045 Amendment No. 01 DOL Account No. 911328

Amendment

Amendment Purpose (brief description)

DOL Contract including any subsequent modifications thereto, between the Department of Licensing and the Contractor, is hereby amended as follows:

1. **CONTRACT MANAGER**
   Update the Contract manager for the Contractor is amended as stated below.

Contractor

Contract Manager	(Area code) Telephone
Sandra McCulloch	360-683-7227

Department of Licensing (DOL)

Contract manager	(Area code) Telephone
Debra Dunn	360-902-0136

Attachments (when applicable)

This Contract Amendment consists of the following attachment(s) and all document(s) incorporated herein or by reference: NONE

The execution of this amendment shall constitute a ratification of any earlier verbal agreement that may have occurred between the parties, hereto, the terms and conditions of which are contained herein. All other terms and conditions of the original Contract and any subsequent amendments thereto remain in full force and effect. The parties hereby acknowledge and accept the terms and conditions of this amendment which is executed by the persons signing below who warrant that they have the authority to execute it on behalf of DOL and the Contractor. This amendment shall be binding on DOL only upon signature by DOL.

Contractor signature	Date	DOL signature	Date
DocuSigned by: William Dickinson AEBA54086BEB49F...	12/24/2014	DocuSigned by: Melissa Cox A2B1CD374BEA4D1...	12/24/2014
PRINT Contractor name and title		Name and title	
William Dickinson	Chief of Police	Melissa Cox Manager, DOL Contract Office	