

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 1/28/13**

<b>AGENDA ITEM:</b> Data Sharing Contract between Dept of Licensing and the Municipal Court	
<b>PREPARED BY:</b> Suzanne Elsner <b>DEPARTMENT:</b> Court	<b>DIRECTOR APPROVAL:</b>
<b>ATTACHMENTS:</b> DOL Contract	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b> \$0.00

**SUMMARY:**

**The purpose of this contract is to allow the Marysville Municipal Court access, through internet access, DOL Driver data. The use of the data will allow the court to help those who are trying to reinstate their driver's license. It will also allow the court to lift a hold on a driver's license immediately upon compliance.**

<b>RECOMMENDED ACTION:</b>
Authorize the Mayor to sign the Data Sharing Contract between the State of Washington Department of Licensing and the Marysville Municipal Court.

**DATA SHARING CONTRACT  
BETWEEN  
STATE OF WASHINGTON  
DEPARTMENT OF LICENSING  
AND  
MARYSVILLE MUNICIPAL COURT**

This Contract is made and entered into by and between the Department of Licensing, hereinafter referred to as "DOL", and the

**Marysville Municipal Court**  
1015 State Ave  
Marysville, WA 98270

Telephone: (360) 363-8054  
FAX: (360) 657-2960  
E-Mail: [selsner@marysvillewa.gov](mailto:selsner@marysvillewa.gov)

Hereinafter referred to as the "Contractor"

**PURPOSE**

The purpose of this Contract is to set out the terms and conditions under which the Department will provide to the Contractor access to the Internet Host Publishing Service (IHPS) to obtain DOL driver data. The use of the data shall be used exclusively for court proceedings and to assist the individuals in determining requirements to reinstate their Washington driving privilege. The information shall not be divulged by the Contractor to any third party, except for lists of Failure to Appear (FTA) and/or reinstatement data and status, which may be divulged to the individual named or his/her attorney. This information shall be released only to authorized entities and persons. Additionally, this information shall only be used for the purposes set out in this Contract and in accordance with federal and state law.

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

**SPECIAL TERMS & CONDITIONS**

**STATEMENT OF WORK**

The Contractor shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for/or incidental to the performance of work set forth in the *Statement of Work*, Attachment A, attached hereto and incorporated by reference herein.

**TERMS AND CONDITIONS**

All rights and obligations of the parties of this Contract shall be subject to and governed by the *Special Terms and Conditions*; the *Statement of Work*, Attachment A, the *Information Security*, Attachment B; and the *Internet Host Publishing Service (IHPS) User List Modification*, Attachment C.

**PERIOD OF PERFORMANCE**

Subject to its other provisions, this Contract shall commence upon execution, and end on **November 30, 2016**, unless terminated sooner or extended upon mutual agreement between DOL and the Contractor. This Contract may be extended multiple times under written mutual consent of the parties.

**COMPENSATION**

There are no costs associated with this contract.

**RECORDS MAINTENANCE**

Each party shall maintain books, records, documents and other evidence, which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so

authorized by law. All books, records, documents, and other material relevant to this Contract will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents, in any medium furnished by one party to this Contract to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

#### **RIGHTS OF INSPECTION**

The Contractor shall provide right of access 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 and evaluate performance, compliance, 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 Contract. The Contractor shall make available information necessary for DOL to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information. The Contractor agrees to accommodate DOL's request for inspection, review, or audit on one (1) working day notice and to allow on-site audits during regular business hours.

#### **SAFEGUARDING OF PERSONAL INFORMATION**

Each party shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, and 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 data security and electronic data interchange of all Personal Information, including but not limited to Washington State Office of Chief Information and the OCIO Security Standards.

The Contractor shall protect Personal Information collected, used, or acquired in connection with this Contract, against unauthorized use, disclosure, modification or loss. The Contractor shall ensure their directors, officers; employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this Contract. The Contractor agrees not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of DOL or as otherwise required by law. The Contractor agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure. 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.

DOL reserves the rights to monitor, audit, or investigate the use of personal information collected, used or acquired by the other party through this Contract.

The Contractor agrees to indemnify and hold harmless DOL for any damages related to unauthorized use or disclosure by the contractor's officers, directors, employees, subcontractors or agents.

Any breach of this clause may result in termination of the Contract.

#### **INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Contract shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

#### **CONTRACT ALTERATIONS AND AMENDMENTS**

This Contract may be amended by mutual agreement of both parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**MEMO OF UNDERSTANDING (MOU)**

Any instructions that either Contract Manager determines to address more than day-to-day concerns, but do not modify the terms of this Contract, shall be documented by a written, numbered *Memo of Understanding*.

**TERMINATION FOR CONVIENENCE**

DOL may terminate this Contract upon a ten (10) calendar day prior written notification to the Contractor. If this Contract is so terminated, the Contractor shall be liable only for performance rendered or costs incurred in accordance with the terms of this Contract rendered prior to the effective date of termination.

**TERMINATION FOR CAUSE**

If for any cause, the Contractor does not fulfill in a timely and proper manner its obligations under this Contract, or violates any of these terms and conditions, DOL will give the other party written notice of such failure or violation. The Contractor will be given the opportunity to correct the violation or failure within fifteen (15) working days. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from DOL to the Contractor.

**DISPUTES**

In the event that a dispute arises under this Contract, a dispute board shall determine the final resolution in the following manner: Each party to this Contract shall appoint a member to the dispute board. The members so appointed shall jointly appoint an additional member to the dispute board. The dispute board shall evaluate the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**GOVERNANCE**

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Contract shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Contract, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules;
2. Special Terms and Conditions;
3. Attachment A Statement of Work
4. Attachment B Information Security
5. Any other provisions of the Contract, including materials incorporated by reference.

**ASSIGNMENT**

The work to be provided under this Contract, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

**WAIVER**

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

**SEVERABILITY**

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

**CONTRACT MANAGEMENT**

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Contract.

The Contract Manager for the Contractor is:	The Contract Manager for DOL is:
Suzanne Elsner <b>Marysville Municipal Court</b> 1015 State Ave Marysville, WA 98270 Phone (360) 363-8054 FAX: (360) 657-2960 E-Mail: <a href="mailto:selsner@marysvillewa.gov">selsner@marysvillewa.gov</a>	Cathie Jelvik <b>Department of Licensing</b> PO Box 9020 Olympia WA 98507-9020 Phone: (360) 902-0154 E-Mail: <a href="mailto:cjelvik@dol.wa.gov">cjelvik@dol.wa.gov</a>

**ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Contract.

**Marysville Municipal Court**

**State of Washington  
Department of Licensing**

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
Lynn Stullick (Date)  
Facilities & Procurement Administrator

\_\_\_\_\_  
(Print Name)

**APPROVED AS TO FORM ONLY**

\_\_\_\_\_  
(Title)

(SIGNATURE) ON FILE \_\_\_\_\_ 12/06/2012  
Susan Perrini, AAG (Date)  
Assistant Attorney General

\_\_\_\_\_  
(Federal Identification Number)

Attachment A  
STATEMENT OF WORK

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**DEFINITIONS**

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

1. **"Contractor"** means that Contractor, firm, provider, organization, individual or other entity accessing drive record information under this Contract.
2. **"Contract Officer"** shall mean the Facilities and Procurement Administrator for DOL Central Operations and Resources or the designee authorized in writing to act on behalf of the DOL Administrator.
3. **"Contract Manager"** means the representative identified in the text of the Contract who is delegated the authority to administer the Contract.
4. **"Court Liaison"** means the courts point of contact for daily operations of the IHPS contract.
5. **"IHPS"** means the DOL Internet Host Publishing Service (driver's data) accessed through SAW that allows the user to read and print the data and to update DOL's drive records with FTA adjudications.
6. **"Personal Information"** means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, use or receipt of governmental services or other activities, addresses, social security numbers, driver license numbers, other identifying numbers or Protected Health Information, and other information that may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.17.310 or other state and federal statutes.
7. **"RCW"** shall mean the Revised Code of Washington. All references in this document to RCW chapters or sections shall include any successors, amended, or replacement statutes.
8. **"SecureAccess WA (SAW)"** is a free single sign-on application gateway created by Washington State's Department of Enterprise Services and allows Internet access to multiple online government services with the use of a unique single self-generated User-ID and password.
9. **"User"** shall mean the Contractor, the Contractor employee(s) or agent(s) or entity performing on behalf of the primary Contractor and who will access the IHPS data system.

**COURT LIAISON**

The court liaison for the Contractor shall be the primary contact for all communications regarding:

- Operation of IHPS;
- Registration process with SAW;
- Process for modifying, adding, terminating employees from User List and/or general questions;
- Notifications of system maintenance;
- User acceptance testing for system updates

**DESCRIPTION OF DATA:**

This agreement governs the transfer and access to the following data:

- DOL will provide the Contractor staff, with on-line IHPS access to DOL driver databases.
- Users will update DOL's drive records with FTA adjudications. Access to IHPS will permit the users to obtain information to be used exclusively for the purpose of determining requirements to reinstate the named individual's Washington driving privilege. This information is limited to:
  - Failure to Appear Information (FTAs) (list);
  - Reinstatement data and status;
  - Middle initial search.

**SCOPE OF WORK:****The Contractor Shall:**

1. Take all steps necessary to ensure the IHPS application is accessible and used only by the authorized personnel to accomplish their official job functions.
2. Contractor shall protect the data from unauthorized physical and electronic access.
3. Comply with all statutory or administrative rules regulating the confidentiality of information obtained from DOL databases, including but not limited to RCW 46.52.120 and RCW 46.52.130, RCW 46.61.513 and the federal Driver Privacy Protection Act 18 USC 2721.
4. Ensuring that users are familiar with the provisions of this contract.
5. Require users to destroy data when the information is no longer needed.

**The Court Liaison shall:**

1. Submit an Internet Host Publishing Service (IHPS) User List Modification, Attachment C to add, remove, and update user access as changes occur.
2. Provide users SAW Registration Instructions, once DOL has confirmed with liaison we have received and processed their IHPS User List request.

**DOL Shall:**

1. Make the IHPS application available for record access Sunday through Saturday, aside from preventative maintenance and database updates. Update user access as requested by Contractor Liaison.
2. Provide support if needed to access the IHPS application.



ATTACHMENT B  
INFORMATION SECURITY

## DOL Information Security Requirements

### Secure Protection and Handling of Data

#### 1. Data Classification

*The DOL Data that is shared under this contract is classified as:*

- Category 1 – Public Information  
Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.
- Category 2 – Sensitive Information  
Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.
- Category 3 – Confidential Information  
Confidential information 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 IT infrastructure and security of computer and telecommunications systems.
- Category 4 – Confidential Information Requiring Special Handling  
Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:
- Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements.
  - Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

#### 2. Brief and clear description of the procedure or protocol for accessing the data:

Aside from preventative maintenance and database updates, the application will be available for record access Sunday through Saturday. The Contractor will guard against unauthorized access to DOL databases as follows:

- a) Only Contractor's staff needs this information in the execution of their official duties will be granted access privileges to the DOL databases specified in this Contract.
- b) Access to DOL databases will be secured using log-on ID's/User Group Codes.
- c) The Contractor's equipment capable of accessing these databases will be located in areas that are not accessible to the general public.



- d) IHPS require a UserID and password. SecureAccess requires user authorization. SecureAccess allows authorized staff access from any location with UserID and password. The applications allow the user to read and print the data and to update DOL's drive records with FTA adjudications.

**3. How will the data be destroyed by data recipient/returned to data provider?**

When information is no longer needed, it will be destroyed in the manner as other confidential client data.

The Contractor will be required to represent and warrant that it will comply with all applicable elements of the OCIO Security Policy and the OCIO Security Standards in its performance of any Services under this Contract. The Contractor will also be required to comply with DOL's Security Policy and must receive annual IT security awareness training either from their company, or through the DOL Annual Security Training. All Services implemented in the state of Washington on State computer systems and networks must be compliant with the security policy and standards of the OCIO.

The OCIO Security Policy is available at:

<http://ofm.wa.gov/ocio/policies/documents/141.pdf>.

The OCIO Security Standards are available at

<http://ofm.wa.gov/ocio/policies/documents/141.10.pdf>;

<http://ofm.wa.gov/ocio/policies/documents/141.10.pdf>.

**4. Security Controls.** Contractor shall protect the data from unauthorized physical and electronic access while it is in motion and at rest, as described below:

- a) Electronic Access: Contractor shall ensure electronic access is authorized using individual accounts, hardened passwords and require changing of passwords at least every 90 days.
- b) Encryption and Decryption: Contractor shall furnish encryption and decryption software compatible with DOL's software to ensure security and confidentiality.
- c) Apply Security Patches: Contractor shall be diligent in the timely installation of security patches for all information technology assets, hosts and networks, that process DOL data.
- d) IT Security Policies and Procedures: Contractor shall maintain and enforce information technology security policies and procedures consistent with this Contract, and provide an electronic copy to DOL upon request within three (3) business days. Contractor's information technology security policies and procedures shall include a computer incident response policy and procedure and annual security training to their employees.
- e) Protection/Intrusion Devices: All Contractors' information technology assets that store/process DOL data shall be physically secured from unauthorized access. Contractor shall employ adequate devices such as Intrusion Protection (IPS) and Intrusion Detection (IDS) devices and system log monitoring to ensure unauthorized users cannot access Contractor information technology assets in a manner that allows DOL data to be compromised.
- f) Periodic Vulnerability Scanning and Penetration Testing: Contractor shall periodically scan information technology hosts and networks that process DOL data for vulnerabilities to exploitation.
- g) Self Audits: Internal and independent audits to review Contractor's data protection and access may be conducted at a time or times determined by DOL at the Contractor's expense and DOL being the client.