

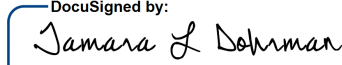
 WASHINGTON STATE DEPARTMENT OF LICENSING	DATA LICENSING AGREEMENT FOR DRIVER RECORD INFORMATION BETWEEN DEPARTMENT OF LICENSING AND LEXISNEXIS RISK SOLUTIONS, INC.	DOL Contract No. K6579
Contract		
Contract start date September 4, 2018	Contract end date August 31, 2021	Contract amount Revenue, no maximum
Purpose (brief description) This License Agreement establishes the terms, conditions, and restrictions and authorization for Licensee to receive Driver Records and/or Monitoring services. This Agreement supersedes DOL contract number K5503		
Licensee		
Licensee Name LexisNexis Risk Solutions, Inc.		Licensee UBI
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Department of Licensing (DOL)		
Department administration Data Licensing Unit		Division Program Services Division
Contact manager Debbie Dunn		Contact address PO Box 2076 Olympia, WA 98507-2076
(Area code) Telephone (360) 902-0136		Email datacontracts@dol.wa.gov
Attachments (when applicable)		
This Agreement consists of the following attachment(s) and all document(s) incorporated herein or by reference: Attachment A, <i>Data Licensing Statement</i> Attachment B, <i>Data Security Requirements</i> Attachment C, <i>Permissible Use Requirements</i> Attachment D, <i>Subrecipients Requirements</i> Attachment E, <i>Data Security/Permissible Use Non-Compliance/Deviation Form</i> Attachment F, <i>Release of Interest</i> Attachment G, <i>ACH Payment Authorization Agreement</i>		
The terms and conditions of this Agreement are an integration 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 Agreement. This Agreement is effective upon execution by both Parties. The Parties signing below represent that they have read and understand this Agreement, and have the authority to execute on behalf of their entity.		
Licensee Signature 	DOL Signature 	
PRINT Signatory's Name Meredith Sidewater	Date 8-22-18	
Print Title Sr VP and General Counsel	Name 53D1067BC3EF417... Tamara Dohrman	
E-Mail meredith.sidewater@lexisnexisrisk.com	Print Title Assistant Director Administrative Services Division	

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This Data Licensing Agreement (Agreement) is between the Washington State, Department of Licensing (DOL), and LexisNexis Risk Solutions, Inc. (Licensee). DOL and Licensee may each be referred to individually as Party, or jointly as Parties.

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

BACKGROUND INFORMATION

1. PURPOSE

The purpose of this Agreement is to establish the terms, conditions, and restrictions for providing Licensee with Driver Record information and for establishing Licensee's safekeeping and Permissible Use requirements over such information. This Agreement ensures that information is provided, protected and used only for purposes authorized by Washington state law governing the release of Driving Records.

2. LEGAL AUTHORIZATION

This Agreement is made in accordance with Revised Code of Washington (RCW) 46.52.130 and Washington Administrative Code (WAC) 308-10-050(3).

3. DEFINITIONS

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

"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" and requires security protection. Confidential Information includes, but is not limited to, vehicle legal owner, social security numbers, credit card information, driver license numbers, personal information, law enforcement records, agency security data, and banking profiles.

"Data" means information provided by DOL and contained in a Driver Record.

"Data Security" means defending information from unauthorized access, use, disclosure, disruption, modification, perusal, inspection, recording or destruction. This applies regardless of the form the Data may take (electronic, physical, etc.).

"Data Security Breach" means unauthorized acquisition of data that compromises the security, confidentiality, or integrity of confidential information maintained by the person or business as defined in RCW 19.255.010.

"Driver Record" means an abstract of the information contained in the official driving record maintained by DOL. The record includes Confidential Information, accidents, violations, failure to appears, endorsements, and driving privilege status.

"Monitor" or "Monitoring" means DOL's ongoing review of Driver Records, for purposes of determining whether there have been any changes to the records from when previously distributed to the Licensee. Monitoring is limited to insurance and employment purposes.

"Permissible Use" means only those uses authorized in this Agreement and as specifically defined.

"Subrecipient" means any secondary or subsequent entity who receives the Data from the Licensee or through a chain of entities originating with the Licensee. Pursuant to RCW 46.52.130, this may include an employer or prospective employer, an insurance carrier, transit authority, or volunteer organization and their respective agents who may be subscribers of the Licensee.

SPECIAL TERMS AND CONDITIONS

4. GRANT OF LICENSE

Subject to the terms and conditions of this Agreement, DOL hereby grants Licensee with a limited non-transferable license for the receipt and restricted Permissible Use of a Driver Record information.

5. DATA OWNERSHIP

DOL retains sole and exclusive ownership of the Data. Nothing in this Agreement grants the Licensee any ownership interests in the Data.

6. DATA LICENSING STATEMENT

A Data Licensing Statement (DLS) describes the responsibilities and process Licensee must use in order to request each type of Data requested. The DLS is incorporated into this Agreement under Attachment A – *Data Licensing Statement*.

7. AGREEMENT TERM

The term of this Agreement begins on the date of mutual execution by the Parties, and ends as stated on page one (1), unless terminated sooner or extended by mutual amendment as provided herein. This Agreement may be extended for any duration of time determined by DOL, but for no more than an additional five (5) years beyond the initial term.

8. ACCESS PERIOD

The Access Period is a duration of time under the term of this Agreement when Licensee is granted access to the Driver Records. The Access Period may be suspended as set forth elsewhere in this Agreement, however during such suspension, all other terms and conditions of this Agreement remain in effect. If the Licensee's Access Period is suspended, Licensee may not obtain additional Driver Records from DOL or other sources, nor may Licensee use or release any Confidential Information it has in its possession until the suspension is lifted.

Start of Access Period - Continuing Access: If Licensee, at the time of execution of this Agreement, was receiving Data under an existing data sharing agreement with DOL, then Licensee's Access Period automatically begins with the execution of this Agreement. However, all conditions and corrective actions, if any, that were current under the prior agreement are automatically forwarded and incorporated into this Agreement.

Start of Access Period – Initial Access: If Licensee, at the time of execution of this Agreement, was not receiving Data under an existing data sharing agreement, then Licensee's Access Period does not begin until such time as Licensee satisfies all requirements set forth in this Agreement.

The expiration or termination of this Agreement automatically terminates the Licensee's Access Period.

9. TRANSMISSION OF DATA

The system requirements for the transmission of Data are at the discretion of DOL, and based on DOL's system requirements. Data will be transmitted to Licensee per the format set out in its Interface Control Document – ICD Rollout 2 Interface Abstracted Driving Record, which is provided to Licensee as a separate document and may be changed from time to time based on DOL's system requirements.

- **Frequency of Data Delivery:** Support available 8:00 a.m. to 5 p.m. Monday through Friday. DOL will use its best efforts to maintain the availability of this system at all times.

10. DATA SECURITY REQUIREMENTS

Data provided pursuant to this Agreement includes Confidential Information. Licensee shall protect and safeguard all Confidential Information against any and all unauthorized disclosure, use, or loss as set forth in Attachment B - *Data Security Requirements*. Licensee further acknowledges and agrees that has a continuing obligation to comply with all federal and state laws, regulations, and security standards as enacted or revised over time, regarding Data Security, electronic data interchange, and restricted Permissible Uses of such information.

For purposes of this provision, unauthorized disclosure includes the disclosure to any employees, personnel, or agents of Licensee who do not have a direct business need to access the Data.

11. PERMISSIBLE USE

Driver Records contain Confidential Information and may only be used for the Permissible Uses as set forth below. Any other use of the Data is strictly prohibited and may be cause for immediate termination of this Agreement, as well as other possible legal damages.

PERMISSIBLE USE DESCRIPTION
1. Insurance carriers, or their agents: For the limited purpose of reviewing the driving records of existing policyholders, of drivers applying for insurance, for changes to the record during specified periods of time. RCW 42.56.130(2)(e)

Licensee shall further comply with all Permissible Use requirements set forth on Attachment C – *Permissible Use Requirements*.

The prohibition against permissive use and disclosure of Confidential Information includes, without limitation, using the Data for purposes of investigating, locating, or apprehending individuals for immigration related violations.

12. SECURITY BREACH NOTIFICATION

Licensee must comply with all applicable laws that require the notification of individuals in the event of unauthorized release of Data or other event requiring notification. Licensee must disclose the breach to DOL prior to any public notification. In addition to the legal notification requirements, Licensee must perform the following:

In the event of a breach of Licensee's security obligations as stated herein, Licensee must notify DOL by telephone and e-mail of such an event within 24 hours of discovery:

DOL Help Desk, phone: (360) 902-0111,

DOL Help Desk, email: hlbhelp@dol.wa.gov

In the event of a breach of any of Permissible Use restrictions as stated herein, Licensee must notify DOL by telephone and e-mail of such an event within 24 hours of discovery:

DOL Compliance Manager, phone: (360) 902-3673,

DOL Data Sharing Unit, email: DataContracts@dol.wa.gov

Licensee must also cooperate with DOL to help facilitate the complete notification of all necessary individuals as determined by DOL. At DOL's discretion, Licensee may be required to directly perform notification requirements, or if DOL elects to perform the notifications, Licensee must reimburse DOL for all costs associated with the notification, in addition to other reimbursable costs related to the breach.

13. SUBRECIPIENTS

If any Confidential Information is provided to a Subrecipient, Licensee must comply with the additional terms, and conditions, set forth on Attachment D – *Subrecipient Requirements*.

Licensee is responsible for the continuous overseeing, managing, and testing of compliance for all Subrecipients. Subrecipient noncompliance to the required terms or conditions of this Agreement are equally borne by the Licensee.

If requested by DOL, Licensee must provide a list of names, and the respective permissible uses, for all the Licensee's subsidiaries, branches, affiliates, agents, and other entities who are Subrecipients. This list must be provided in Excel format, or other format approved by DOL without redactions.

14. FEE SCHEDULE

The following rates will be charged to the Licensee:

- A. **One-time File Setup Fee:** \$1,539.30 in advance for the creation of Data file that will be provided the Licensee.
- B. **ADR Fee:** \$13.00 for each Driver Record, or as otherwise mandated by law, for each Driver Record provided; and
- C. **Monitoring Fee:** A fee of \$0.06 per record per month, or as adjusted pursuant to RCW 46.52.130.

15. ADDITIONAL DATA RUNS OR RERUNS

Requests from Licensee for Data runs at frequencies or dates not already agreed upon within this Agreement may require additional fees. Each additional Data run or rerun may be billed at a rate(s) outlined in this Agreement. Additional set up fees may also apply. "Rerun" means the re-delivery of a previous sent file unless there was a corruption in the original file.

16. BILLING PROCEDURES

The Licensee must set up Automated Clearing House (ACH) network payments. This is a direct payment method for electronic payments through an automated clearing house, and which may require a transaction fee for each payment. Licensee will:

- A. Pay by electronic funds transfer through the ACH.
- B. Provide banking information in Attachment G - *ACH Payment Authorization Agreement*, and return the required information to DOL at the address provided on the form.
- C. Allow DOL to initiate ACH withdrawals from Licensee's financial institution equal to the transactions finalized for receipt of Driver Records on a daily basis. "Daily" is defined as a bank business day. Withdrawals generally occur on the third business day after the transactions are finalized.
- D. Pay any amounts due to DOL within twenty-four (24) hours of notification when ACH transactions are dishonored and all transaction costs are valid.

The Licensee may contact their financial institution to initiate a "stop payment" on the ACH request for funds due to DOL only when the amount of the request is in excess of the daily report. The Licensee will immediately notify DOL of the "stop payment" and will provide supporting documentation to DOL within two (2) business days. Supporting documentation includes the number of records requested and received by the Licensee and a copy of the daily report the Licensee received from DOL.

The Licensee may request a refund if the Licensee determines that an incorrect amount of funds was withdrawn (i.e. no "stop payment" was made). The Licensee will notify DOL to request a refund and will provide supporting documentation to DOL within two (2) business days. Supporting documentation must include a detail of the records requested and received by the Licensee and the copy of the daily report the

Licensee received from DOL. DOL will investigate, and if the incorrect amount of funds was withdrawn, a refund will be processed for the Licensee and a warrant will be issued for the refund.

In the event of underpayment to DOL, DOL will bill the Licensee by a separate invoice voucher and will provide supporting documentation to the Licensee.

17. INSURANCE

A. Required Coverages

Licensee shall maintain a commercial general liability insurance policy, including contract liability, in adequate quantity to protect against legal liability arising out of activity from this Agreement, with a limit no less than \$1,000,000 per occurrence, unless such amount is lowered or waived in writing by DOL. Insurance must be maintained with carriers that are authorized to do business in Washington State, and maintain a minimum AM Best rating of A-: VII, or an equivalent rating with a similar rating agency.

All insurance must be primary to any other insurance programs afforded to or maintained by DOL or the state of Washington. Licensee waives all rights against DOL and the state of Washington for recovery of damages to the extent that such damages would be covered by general liability or umbrella insurance maintained by Licensee pursuant to this Agreement.

Licensee must notify DOL within thirty (30) days if a claim has been made under the commercial general liability policy related to the Data provided under this Agreement.

B. Additional Insureds

DOL must be named as an additional insured on the General Liability policy.

C. Notice of Cancellation

Licensee, shall provide written notice thirty (30) days in advance of the cancellation of any insurance required hereunder.

D. Certificates of Insurance

Prior to receiving any Data, Licensee shall provide DOL a valid certificate or certificates of insurance demonstrating the fulfillment of all requirements herein.

If applicable, Licensee will submit renewal certificates on a yearly basis during the term of this Agreement, which must be received on or before ten (10) business days following the renewal of any policies.

Failure to provide DOL with the Certificates of Insurance may result in immediate suspension of Access Period, and may result in termination of this Agreement.

E. Cyber Liability Insurance

In addition to the required insurance outlined above, Licensee is encouraged to obtain the appropriate types and amounts of insurance to mitigate the Parties' exposure and costs for expenses related to Data Security Breaches and unauthorized access. If Licensee purchases any insurance policy to cover Data Security Breaches, such policies must include a waiver of subrogation in favor of DOL. Failure to obtain such insurance does not waive Licensee from being personally and fully liable for any and all damages that may result from a Data Security Breach directly or indirectly caused by Licensee or its Subrecipients.

18. AUDITS

Licensee is subject to Data Security, Permissible Use, and contract compliance audits as required by this Agreement. At a minimum, the audit(s) must determine whether policies, procedures, and controls are in place and effectively implemented and used by the Licensee to ensure compliance with the requirements of this Agreement.

Data Security Audits: Data Security audits must demonstrate compliance with Data Security standards adopted by the Washington State Office of the Chief Information Officer (OCIO), and as set forth in Attachment B - *Data Security Requirements*.

Permissible Use Audits: Permissible Use Audits must demonstrate compliance with Permissible Use Standards as set forth on Attachment C - *Permissible Use Requirements*. DOL or its designated agent will conduct the Permissible Use Audit.

Contract Compliance Audits: Contract compliance audits must demonstrate compliance with terms and conditions of this Agreement. DOL or its agent may conduct a contract compliance audit.

A. Timing of Audit:

Licensee must obtain the audit, and provide the complete audit report to DOL on or before July 1, 2019, or Licensee's Access Period to Data will be suspended. If the suspension exceeds ninety (90) days, this Agreement will be automatically terminated without further notice. DOL may allow more than ninety (90) days to provide a complete audit report if a written request is received from Licensee prior to the end of the ninety (90) day period. Any extension issued under the provisions of this paragraph is subject to Licensee demonstrating substantial progress toward completing an audit.

Timing of Contract Compliance Audits will be as determined by DOL.

B. Subsequent Audits

Audit requirements are continuous in nature and must be repeated no later than every (3) three years. Licensee must obtain an additional audit within three (3) years from the date of its prior original audit report (the date noted on the initial report submitted by said auditor in connection with a full audit). Any time spent by Licensee correcting deficiencies, and any submission of a supplemental or secondary audit report does not toll the timing of the subsequent three-year start date for the audit. If Parties have any uncertainty over the next audit date, it will be determined by DOL. DOL may allow more than three (3) years to obtain the subsequent audit and provide the audit report if a written request is received from Licensee prior to the end of the three (3) year period. Any extension issued is subject to Licensee demonstrating substantial progress toward completing the audit. The extension issued by DOL will not be valid until placed in writing and will thereafter be automatically deemed as being incorporated into this Agreement.

C. Selection of Auditor

The Data Security audit must be performed by an independent third-party auditor. Licensee may select the auditor, providing that at a minimum the auditor meets one of the following certifications: American Institute of Certified Public Accountants' (AICPA), Certified Information Privacy Professional (CIPP), ANSI-ASQ National Accreditation Board (ANAB) or other nationally recognized certification.

Alternatively, if the Licensee chooses not to select its own auditor, or if DOL does not accept the audit, DOL will then select the auditor on the Licensee's behalf. If DOL selects the auditor, Licensee must hold DOL and its selected auditor harmless from any real or perceived damages to the Licensee's company as a result of the audit findings.

Licensee has the option to collaborate with DOL in advance to develop the specifics for the scope of an audit, and to predetermine whether an auditor selected by the Licensee meets the standards necessary for DOL's approval.

Permissible Use and contract compliance audits will be performed by DOL or its agent.

D. Cost of Audit

Licensee will be responsible for all costs associated with the audits. If auditor services are obtained through DOL, Licensee will prepay the estimated audit costs. If the actual costs of the audit differ in amount from the estimate, DOL will reimburse or invoice the Licensee the difference; final payment must be made within thirty days of receiving the invoice.

E. Corrective Action Plans

Within thirty (30) days after receiving the results of an audit, Licensee must submit a corrective action plan to DOL for each deficiency and violation identified by the audit. For each deficiency and violation, the corrective action plan must outline the following:

- a) Steps to be taken to correct the violation; and
- b) A timeline for the steps, including the anticipated completion date of each step.

19. ANNUAL INTERNAL ASSESSMENT

Licensee has the continuing obligation to perform a self-assessment of its Data Security and Permissible Use compliance. This self-assessment must be performed on an annual basis for every one-year period of this Agreement. Licensee must confirm in writing whether the Licensee is in compliance with Data Security standards as set forth in Attachment B - *Data Security Requirements*, with the limited Permissible Use stated in §10, with the Permissible Use requirements as set forth in Attachment C – *Permissible Use Requirements*, and with the Subrecipient Requirements as set forth in Attachment D – *Subrecipient Requirements*. Licensee will provide DOL with the annual written certification by the anniversary date of the Agreement. Failure to provide the annual certification may result in the suspension of the Licensee's Access Period.

For those components not in compliance with this Agreement, Licensee must complete the *Data Security/Permissible Use Non-Compliance/Deviation Form* provided in Attachment E.

Licensee's annual security verification letters will be reviewed in conjunction with the next independent audit. If DOL finds inaccuracies in the Licensee's self-assessments, especially concerning non-reported deficiencies, DOL may suspend Licensee's Access Period while it investigates Licensee's internal assessment process and procedures. Licensee may also terminate this agreement for cause based on the nature of the deficiencies.

20. TERMINATION

Termination of this Agreement may be made as set forth below. All termination matters may be equally applied to a suspension of the Access Period instead of a full termination, except that any suspension lasting longer than ninety (90) days will automatically terminate this Agreement.

A. Unilateral Termination by Licensee

Licensee may terminate this Agreement at any time and for any reason upon providing written notice to DOL. If at the time of termination Licensee was under a corrective action plan or cure process, or had outstanding invoices, DOL may refuse future Agreements.

B. Administrative Terminations

If DOL's authority to actively engage in this Agreement is suspended or terminated, such a termination or suspension will automatically cause a termination or suspension of this Agreement. DOL is to provide as much notice as possible when such termination or suspension appears eminent.

Additionally, if DOL, as a state agency, determines that the continuation of this Agreement no longer conforms to DOL's policy, and/or is no longer in the best interests of DOL or the state of Washington, DOL may terminate this Agreement for convenience by giving written notice to the Licensee at least

fifteen (15) business days before the effective date of termination.

Administrative terminations are without cause.

C. Termination for Cause

DOL's may terminate this Agreement, or suspend the Access Period if Licensee or Licensee's Subrecipient violates a term, condition, or requirement of this Agreement. DOL has sole discretion on whether the Licensee or Subrecipient's non-compliance is cause for an immediate termination or suspension, or whether the Licensee or Subrecipient should be given a cure process to correct the non-compliance.

For any determination of non-compliance, DOL must provide Licensee with a written statement identifying the full nature of Licensee's breach and justifying DOL's reasoning for seeking immediate suspension, termination, or a cure process. DOL may suspend the Access Period to Data during a cure process. If DOL allows for a cure process, the Parties will work together to establish the process and timeline. The agreed-upon cure process will be put in writing and acknowledged by both Parties. If Parties cannot mutually determine a cure process, or if Licensee does not substantially complete the cure process within the stated timelines, DOL then has the right to elevate the matter to a final termination.

If DOL chooses an immediate suspension or termination, DOL must be able to identify how Licensee or Subrecipient's non-compliance has caused, or could cause, harm to the rights or interests of DOL, the state of Washington, or any individuals of the general public. All actions made by DOL in lieu of a termination for cause are subject to the dispute and appeal process, but DOL's determination will remain controlling during the review.

21. POST TERMINATION PROCEDURES

After receipt of a notice of termination or suspension, and except as otherwise directed by DOL, Licensee must immediately refrain from accessing and disseminating any Data. Licensee must also settle all outstanding liabilities and claims arising from any pending or prior Data requests.

22. NON EXCLUSION OF REMEDIES

The rights and remedies of the Parties as provided in this Agreement, are not exclusive and are in addition to any other rights and legal remedies provided by law, including without limitation, the right to receive financial reimbursement for any incurred damages.

GENERAL TERMS AND CONDITIONS

23. AMENDMENTS

This Agreement may only be amended by mutual agreement of the Parties. Such amendments are not binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

Only DOL's Director or designated delegate by writing has the expressed 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.

24. ASSIGNABILITY

The Licensee may not assign this Agreement, or any claim arising under this Agreement, without the prior written consent of DOL, which consent will not be unreasonably withheld. For purposes of this paragraph, a change in a corporate entity ownership and/or in the directorship of Licensee's entity, may be deemed by

DOL as being the equivalent of an assignment, and may be grounds for termination of this Agreement. If Licensee intends a change in the ownership or directorship, it must provide notice to DOL.

25. CONTRACT MANAGMENT

The Licensee's contract manager, and DOL's contract manager, respectively listed on page one (1) are responsible for all communications and notices pertaining to this Agreement. All such communications and notices are to be made between the respective managers unless alternative personnel are established for specific purposes. The use of email, to the most current email address on file for the other Party, is an acceptable form of providing notice for all purposes in this Agreement.

The Licensee is required to notify DOL in writing within three (3) business days of changes to: business name, ownership, business address, phone number, email address, or contract manager or his/her contact information.

26. COMPLIANCE MANAGMENT

Licensee must designate a compliance manager who is responsible for assuring that Licensee complies with all Data Security and Permissible Use measures and reporting requirements. Compliance manager is also responsible for the advance internal testing of Licensee's system in response to all DOL system changes, of which DOL will provide advance notice, prior to the implementation of all DOL system changes. Any disruption in Data delivery as a result of system changes, not pre-addressed by the compliance manager, will be cured at a time determined by DOL. If no compliance manager is named on the first page of this Agreement, or subsequently named thereafter, then the contract manager will be deemed the compliance manager.

27. DISPUTES

The Parties agree that time is of the essence in resolving disputes. The following are steps in the dispute process:

When a dispute concerning a question of fact arises between DOL and the Licensee 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; state the disputed issues;
- b) State the relative positions of the Parties;
- c) State the Licensee's name, address, and DOL Agreement number;
- d) Be mailed to the other Party's contract manager within three (3) business days after the Parties agree they cannot resolve the dispute; and
- e) Be mailed to:

Department of Licensing
Contracts Office
P.O. Box 9047
Olympia WA 98507-9047

- A. The responding Party will have five (5) business days to respond in writing to the requesting Party's statement. This response will be sent to both the DOL Contracts Office and the requesting Party.
- B. The DOL Contracts Office shall review the written statements of the Parties and reply in writing to both Parties within ten (10) business days. The DOL Contracts Office may extend this period if necessary by notifying the Parties.
- C. The decision of DOL's Contracts Office shall be final and conclusive unless, within five (5) business days from the date DOL mailed the decision, the Licensee requests a dispute panel. This request must be in writing to DOL's Contracts Office.

- D. If a dispute panel is requested, DOL and the Licensee shall each appoint a member to the dispute panel within five (5) business days. DOL and the Licensee shall jointly appoint a third member to the dispute panel within the next five (5) business days.
- E. 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.

28. GOVERNANCE

This Agreement is to be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder will be in the Superior Court for Thurston County.

In the event of an inconsistency in this Agreement, unless otherwise provided the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and Washington State laws, and regulations;
- B. Terms and conditions of this Agreement;
- C. Attachment A - *Data Licensing Statement*;
- D. Attachment B - *Data Security Requirements*;
- E. Attachment C - *Permissible Use Requirements*; and
- F. Attachment D - *Subrecipient Requirements*.

29. INDEMNIFICATION

The Licensee shall defend, indemnify, protect and hold harmless DOL, or any of DOL's agents, and employees of the state, from and against all claims, suits, actions and all associated costs (including, but not limited to, notification costs and credit monitoring costs) arising from a Data Security Breach as described in this Agreement, or any negligent or intentional acts or omissions of the Licensee, or agents of the Licensee, while performing the terms of this Agreement. Licensee is responsible for safekeeping and Permissible Use of DOL Data and will defend, indemnify and hold harmless DOL from and against all claims, suits or actions arising from any Breach or unauthorized use of DOL Data which is provided under this Agreement. Each Party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents.

30. INDEPENDENT CAPACITY

The scope of this Agreement maintains each Party's independent status as a self-governed entity, and nothing herein may be deemed as allowing any employee or agent of one Party to be considered as the employee or agent of the other Party.

31. INTEGRITY OF DATA

Driver Record Data is accurate at the moment pulled and is updated on an ongoing basis at all times. DOL may not be held liable for any errors which occur in compilation of Data.

32. INTERMEDIATE USE AND DISPOSITION OF DATA

When prior Data received and retained by Licensee is refreshed with new Data, Licensee must refrain from using the older Data, and must dispose of it.

Licensee shall properly dispose Confidential Information, regardless of medium, whenever the use or retention of such Data is no longer needed and/or is no longer applicable to the uses under which it was initially received. Licensee must maintain a written acknowledgment of all intermediate Data that is disposed, and provide such acknowledgement to DOL upon request.

33. DATA DISPOSITION WAIVER

Licensee may request a waiver of the required Data disposition outlined in the above paragraph, and also as outlined in Attachment B - *Data Security Requirements*. The waiver is to be submitted as a written request to the DOL contract manager. The request must state:

- A. The purpose for not disposing of the Data upon Agreement termination;
- B. The requested retention period after which all Data will be destroyed;
- C. An explanation of why all printed, hard copy materials and all non-wiped computer media containing any Data related to this Agreement cannot be destroyed; and
- D. Laws requiring the retention and the future date of disposal to the DOL contract manager.

34. LEGAL FEES

Unless otherwise specified by law, and except as otherwise stated herein, in the event of litigation or other action brought to enforce Agreement terms, each Party shall bear its own legal fees and costs.

35. LICENSEE LEGAL COMPLIANCE STANDARDS

Licensee, as a Party under contract with the DOL, must comply with all applicable local, state, and federal laws rules and regulations. Such compliance minimally includes without limitation, all applicable licensing requirements of the state of Washington, all civil rights and non-discrimination laws, the Americans with Disabilities Act (ADA) of 1990, and all federal and state employment laws. Failure to comply with this provision may be grounds for termination of this Agreement regardless of affect it may have on the subject matter of this Agreement.

36. LICENSEE PROPRIETARY INFORMATION

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

37. PUBLICITY & MEDIA

The Licensee must submit to DOL all advertising and publicity matters relating to this Agreement where DOL's name or Data is included, or may be reasonably be implied. The Licensee may not publish or use such advertising and publicity matters without prior written consent of DOL. If DOL approves any advertising and publicity matter, DOL reserves the right to add a disclaimer and/or rescind its approval at a later date.

38. RECORDS ACCESS, INSPECTIONS, AND DPPA

Licensee, at the request of DOL, must provide, access to all records retained in connection with this Agreement. This is to include for a period no less-than the past five (5) years, and without limitation: the name of, and Permissible Use associated with, each Subrecipient; the name of, and Permissible Use associated with each Subrecipient's end user; the subject name and driver's license number of every Driver Record obtained, subscriber/Subrecipient number, Release of Interest forms as executed, audits, and Subrecipient contracts.

Such records must be made available for inspection and review in non-redacted form regardless of any claim of privilege or confidentiality; DOL will maintain confidentiality over all such records to the extent allowed by law. DOL may request copies at no additional cost to DOL; if necessary, Licensee may designate some of the copied records as being confidential and/or privileged by noting such designation in writing on the face of the document.

Licensee must carry forward this condition to all Subrecipient contracts, so as to allow DOL the right to access, review, inspect, and copy similar records of the Subrecipient. Licensee may not agree to any non-disclosure agreements that directly or indirectly restrains DOL from reviewing Subrecipient's documents under this section.

DOL's monitoring and investigating may include, the act of introducing data containing unique but false information (commonly referred to as "salting" or "seeding") that can be used later to identify inappropriate disclosure of Data.

39. RECORDS MAINTENANCE

Licensee shall maintain all records relating to this Agreement, including all service and account records, all compliance records, Permissible Use documentation, investigation records related to the release and use of Confidential Information, and all correspondence and legal records related to Subrecipients for a period of at least three (3) years after the term of this Agreement.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved including any appeals and remands.

40. SEVERABILITY

If any term or condition of this Agreement is held invalid, the remainder of the Agreement remains valid and in full force and effect.

41. SURVIVORSHIP

The terms, conditions and warranties contained in this Agreement that concern Permissible Use of Data, Data Security, and record retention, and Data destruction, survive the completion of the performance, cancellation or termination of this Agreement. Also, if Licensee, per DOL agreement retains Confidential Information beyond the termination of its license, the insurance requirements set forth herein also survive and remain in full force and affect until such time that all Confidential Information is surrendered and/or destroyed as set forth on Attachment B – *Data Security Requirements*.

42. WAIVER

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

ATTACHMENT A

DATA LICENSING STATEMENT

1. REQUESTS FOR DRIVER RECORD

- A. The Licensee must submit a completed Driver Record or Monitoring request as defined below for Driver Record web service process or Monitoring process.
- B. Each Driver Record request shall specify the ordering customer and type of Driver Record requested:
 - Insurance
 - Employment / Prospective Employment, Volunteer organization, and Transit Authority
- C. Licensee must assign a unique identification code for each Subrecipient.
- D. Licensee must identify the Subrecipient requesting the record for each Driver Record request.
- E. Licensee must include the full driver's license number for each Driver Record requested.

2. MONITORING WEB SERVICE PROCESS

Licensee may request DOL to monitor for changes to the Driver Record of those individuals where the Licensee has previously obtained a Driver Record on file. Monitoring is only allowed for employment and insurance purposes.

3. RELEASE OF INTEREST

A. Employment and Volunteer Organizations

Prior to requesting Driver Records, an employer, volunteer organization or its agent must obtain a *Release of Interest*, consistent in form with Attachment F – *Release of Interest*, or with future forms updated by DOL. The Release of Interest must be signed by the:

- Employee, prospective employee, or volunteer that authorizes the release of the record, and
- Employer attesting that the information is necessary to determine whether the employee/volunteer should be allowed to operate a vehicle on the employer's or volunteer organization's behalf.

No employer or any agent on its behalf, may use information contained in the Driver Record related to an adjudication that is subject to a court order sealing the juvenile record of an employee or prospective employee for any purpose unless required by federal regulation or law. The employee or prospective employee must furnish a copy of the court order sealing the juvenile record to the employer or prospective employer, or the agent of the employer or prospective employer, as may be required to ensure the application of this subsection.

If the employer or volunteer organization authorizes an agent to obtain this information on its behalf, the employer/volunteer organization must obtain the Release of Interest and provide notification to the agent prior to the agent making the request.

B. Current Version of Release of Interest

Licensee can use DOL's *Release of Interest*, or its own version of a Release of Interest. If Licensee uses its own version, it must continuously be consistent with a current version as required by DOL and not bear the DOL logo or otherwise indicate it is an official Washington State document. It is the Licensee's obligation to check with DOL to verify that its Release of Interest form is consistent with DOL's requirements.

ATTACHMENT B

DATA SECURITY REQUIREMENTS

1. DATA CLASSIFICATION

The classification of the Data shared under this Agreement includes:

- ☐ Category 1 – Public Information
- ☐ Category 2 – Sensitive Information
- ☒ Category 3 – Confidential Information
- ☐ Category 4 – Confidential Information Requiring Special Handling (if Social Security Numbers are provided)

For all Confidential Data that is electronically stored, processed, or transmitted, Licensee shall apply the following requirements:

2. DATA SECURITY

Licensee must protect the confidentiality, integrity and availability of Data with administrative, technical and physical measures that meet generally recognized industry standards and best practices or standards established by the Office of the Chief Information Officer (OCIO).

Examples of industry standards and best practices include any of the following:

- a) ISO 27002
- b) PCI DSS
- c) NIST 800 series
- d) OCIO 141.10 (<https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets>)

NOTE: DOL has the right to implement security measures that may exceed OCIO or industry standards and best practices; if any security measures of this Agreement exceed OCIO or industry standards and best practices, then the higher DOL measures will apply. However, if any security measures of this Agreement fall below OCIO standards, then OCIO standards will apply.

3. NETWORK SECURITY

Licensee's network security must include the following:

- a) Network firewall provisioning;
- b) Intrusion detection;
- c) Quarterly vulnerability assessments; and
- d) Annual penetration tests.

4. ACCESS SECURITY

Licensee shall restrict Authorized User access to the Data by requiring a login using a unique user ID and complex password or other authentication mechanism which provides equal or greater security. Passwords must be changed on a periodic basis at least quarterly. The sharing of user ID and passwords is strictly prohibited. Licensee is solely responsible for protection of all of its user IDs and passwords, and is responsible for all breaches caused through the use of its user IDs and passwords.

5. APPLICATION SECURITY

Licensee shall maintain and support its software and subsequent upgrades, updates, patches, and bug fixes such that the software is, and remains secure from known vulnerabilities. Licensee must

secure web applications that minimally meet all the security controls as generally described in either:

- a) The Open Web Application Security Project Top Ten (OWASP Top 10), or
- b) The CWE/SANS TOP 25 Most Dangerous Software Errors

6. COMPUTER SECURITY

Licensee shall maintain computers that access Data by ensuring the operating system and software are updated and patched monthly, such that they remain secure from known vulnerabilities. Licensee computer device(s) must also be installed with an Anti-Malware solution and signatures updated no less than monthly.

7. DATA STORAGE

Licensee shall designate and be able to identify all computing equipment, on which Licensee stores, processes, and maintains Data. No Data at any time may be processed on or transferred to any portable storage medium. Laptop/tablet computing devices are not considered portable storage medium in this context provided that it is installed with end-point encryption.

8. ELECTRONIC DATA TRANSMISSION

Licensee shall maintain secure means (e.g., HTTPS or SFTP) for the electronic transmission or exchange of system and application data with DOL or any other authorized Licensee.

9. DATA ENCRYPTION

Licensee shall encrypt all Data, whether in transit or at rest, by using only NIST or ISO approved encryption algorithms; this includes all back-up copies of Data. Licensee further must install any laptop/notebook computing device, processing Data, with end-point encryption (i.e., full disk encryption).

10. DISTRIBUTION OF DATA

Licensee may only use and exchange Confidential Information for the purposes as expressly described and allowed in this Agreement. In addition to any other restrictions on Permissible Use, Confidential Information may not be distributed, repurposed or shared across other applications, environments, or business units of Licensee. Licensee must assure that no Confidential Information of any kind is transmitted, exchanged or otherwise passed to other contractors/vendors or interested parties except Licensee and/or Subrecipients who have an authorized legal Permissible Use according to this Agreement, and who are under contract with Licensee.

11. DATA DISPOSAL

Unless a more immediate disposal requirement is set forth in this Agreement, Licensee, upon termination of this Agreement, shall erase, destroy, and render unrecoverable all DOL Confidential Data and certify in writing that these actions have been completed within thirty (30) days of the termination of this Agreement. At a minimum, media sanitization is to be performed according to the standards enumerated by NIST SP 800-88r1 Guidelines for Media Sanitization.

12. OFFSHORING - ELECTRONIC

Licensee must maintain the primary, backup, disaster recovery and other sites for storage of Confidential Data only from locations in the United States.

Licensee may not commit the following unless it has advance written approval from DOL:

- a) Directly or indirectly (including through Subrecipients) transmit any Confidential Data outside the United States; or

- b) Allow any Confidential Data to be accessed by Subrecipients from locations outside of the United States.

For all Confidential Data that is physically stored, processed, or distributed in a hardcopy format, Licensee shall apply the following requirements:

13. HARDCOPY STORAGE

To prevent unauthorized access to printed information obtained under this Agreement, and loss of, or unauthorized access to this information, printed copies must be stored in locked containers or storage areas, e.g. cabinets or vaults. Hard copy documents must never be unattended or in areas accessible to the public, especially after business hours.

14. HARDCOPY TRANSPORTATION

If hard copy documents containing Data are taken outside a secure area, those documents must be physically kept in possession of an authorized person, or a trusted courier providing tracking services. Records must be maintained for all transported hardcopies showing the person(s)/courier(s) responsible for such transportation, including the receiving party.

15. OFFSHORING - HARDCOPY

Licensee must maintain all hardcopies containing Confidential Information at locations in the United States.

Licensee may not directly or indirectly (including through Subrecipients) transport any Confidential Information outside the United States unless it has advance written approval from DOL.

ATTACHMENT C

PERMISSIBLE USE REQUIREMENTS

In addition to the actual Permissible Use of Confidential Information, Licensee has the requirement to show that it maintains policies and practices to ensure all Confidential Information is accessed and used only as allowed herein.

1. DATA USE

Licensee must institute and maintain written policies and procedures to ensure Confidential Information is only used as authorized herein. At a minimum, the policies and procedures will include training requirements for all personnel with access to Confidential Information on the Permissible Use(s) of Confidential Information. Licensee must be capable of demonstrating the training and education was delivered to all applicable personnel.

2. DEMONSTRATE PERMISSIBLE USE

Licensee must maintain a record of each transaction verifying that the use(s) of the Confidential Information in accordance with the Permissible Uses established in the Agreement and the person accessing Confidential Information had the authority to do so.

3. ACCESS

For any product Licensee makes available to customers containing Confidential Information, Licensee must provide DOL with user access at no cost to DOL.

4. SECURE USE

Licensee must maintain and support administrative, technical or physical methods to monitor compliance with the Permissible Use across all Licensee business practices, including all Subrecipients. Methods may include, but are not limited to:

- a) View only access to Confidential Information
- b) System limitations or controls
- c) Use of confidentiality agreements executed by all personnel with access to Confidential Information

ATTACHMENT D

SUBRECIPIENT REQUIREMENTS

1. CONTRACT WITH SUBRECIPIENT

Prior to Licensee providing any Confidential Information to a Subrecipient, Licensee must have a written contract with the Subrecipient; the contract must minimally contain the following provisions, which must be equal in effect against the Subrecipient as DOL has applied them against the Licensee.

- a) All Data Security and Permissible Use terms, conditions and requirements set forth in this Agreement. Permissible Use(s) available to the Subrecipient are limited to the Permissible Uses available to the Licensee.
- b) All Security Breach Notification requirements included in this Agreement.
- c) All records access, inspections, DPPA, and records maintenance requirements included in this Agreement.
- d) All allowances granting DOL, or DOL's agent, the right to access, investigate, and audit records related to any Data provided under this agreement. Such access must be afforded to DOL without redaction or refusal to disclose based on privilege or confidentiality.
- e) For any product Subrecipient makes available to customers containing Confidential Information, Subrecipient must provide DOL with user access at no cost to DOL.

Any Subrecipient agreement that does not carry forward the required terms and conditions of this Agreement lacks the inherent authority to grant the Subrecipient access to any Confidential Information. If access to Confidential Information is provided to a Subrecipient without such proper authority, it is a violation of the conditions of this Agreement.

2. ACTIVE ACCESS PERIOD

Licensee may only provide a Subrecipient with access to Confidential Information during Licensee's active Access Period. If Licensee's Access Period is suspended, Licensee must apply such suspension against all Subrecipients.

3. SUBRECIPIENT DISQUALIFICATION

If Licensee discovers that DOL has disqualified a Subrecipient from receiving Confidential Information, Licensee must immediately terminate and prevent the Subrecipient's access to Confidential Information.

4. SUBRECIPIENT TRACKING

- a) Licensee must provide DOL with a complete list of all Subrecipients within ten (10) days of request. This information may be marked as being privileged or confidential, but may not be withheld from DOL on such basis.
- b) For each request for DOL Data, Licensee must provide information identifying the Subrecipient for whom the request was made.

5. SUBRECIPIENT AUDITS

This section applies only when Subrecipient is requesting a Driver Record for employment or volunteer organization purposes.

To ensure that Subscribers are operating in accordance with the provisions of this Agreement, as well as federal and state regulations, regarding the purchase and use of Driver Records, Licensee must perform periodic audits. At semi-annual intervals, the Licensee will, at minimum, conduct Subrecipient audits as follows:

a) Audit Requirements: Licensee must:

- i. Audit a random selection of Subrecipients. The selection must include a sampling of all recipients of Confidential Information during each audit period;
- ii. Ensure Subrecipient's use of Confidential Information is only for the purposes allowed by this Agreement;
- iii. Ensure Release of Interest forms are completed in full, and signed, prior to requesting a Drive Record;
- iv. Ensure each request contains a verified reason for the request (e.g. employment, commercial insurance, non-commercial insurance, life insurance). If a reason is not noted or does not fit within the Permissible Uses, Licensee must ascertain the use to assure the Subrecipient is properly using the Data.

b) Disciplinary Action

If the audit reveals a Subrecipient is not operating in strict compliance with the terms and conditions of this Agreement, and the problem can be corrected with proper education of federal and state regulations, the Subrecipient may be placed on a probationary status and may continue to access Driver Records. A maximum of two (2) six- (6-) month probationary periods may be placed on a Subrecipient within a thirty-six (36) month period.

A third offense, or the problem appears incapable of being addressed with education at any stage of the process, the Subrecipient must be terminated for a minimum of ninety (90) days, during which the Subrecipient may not access Driver Records.

With a fourth offense, the termination period will be for a minimum of five (5) years, during which the Subrecipient may not access Driver Records. The Subrecipient may re-apply for access after the five- (5-) year termination period has expired.

If, following either one of the probationary periods, or the first termination period, the Subrecipient audit reveals no additional violations for at least thirty-six (36) months, and a violation is subsequently discovered, the Subrecipient may be allowed to begin the disciplinary action phase over again.

Licensee must re-audit Subrecipients within six (6) months after the end of each probationary or termination period.

Prior to any termination period, the Licensee may submit a request to DOL on behalf of a Subrecipient that the Subrecipient be allowed an alternative resolution process. For DOL to approve the alternative resolution process, the Subrecipient must submit to the Licensee a corrective action plan, including at a minimum, actions to correct past problems and steps that ensure the disciplinary process is not revisited. The plan must include reasonable timeframes associated with each action and be approved by DOL. Licensee must monitor the progress of the corrective action plan and provide quarterly reports to DOL on the Subrecipient's progress in complying with the plan. DOL may require additional steps or reporting as it deems necessary or appropriate.

c) Audit Findings Notification

Licensee must notify DOL's contract manager immediately of any Subrecipient placed on probation or terminated.

d) Audit Summary Report

Throughout the term of this Agreement, Licensee shall provide semi-annual audit summary reports, due on January 31st and July 31st of each year. The Licensee shall provide DOL an audit report of all audits processed in the prior six months. The report must include, at a minimum, for each Subrecipient audited:

- i. A summary of the audit results;
- ii. Date/timeframe of audit;
- iii. Subrecipient names with Subrecipient Codes,
- iv. Last four digits of the driver license number used to obtain the Driver Record;
- v. The Driver Record type (e.g. insurance or employment);
- vi. Audit findings, including the Subrecipient status (passed, probation, terminated);
- vii. Status of Subrecipients previously on probation or terminated; and
- viii. If on probation or terminated, justification for the status.

Licensee may include other information in the audit report at its discretion.

ATTACHMENT E
DATA SECURITY / PERMISSIBLE USE NON-COMPLIANCE/DEVIATION FORM

This *Data Security / Permissible Use Security Non-Compliance/Deviation Form* must be completed by the Licensee during the internal assessment process outlined in Section 18, *Annual Internal Assessment*, if it determines that it cannot comply with any component of the Data Security or Permissible Use requirements. The form must detail each component that is not in compliance.

Licensee Name:

Contact Person for Additional Information:

1. Standard(s) to which a deviation is requested:
Section #:
2. Describe the reason for non-compliance/deviation with the standard:
3. Provide the business or technical justification:
4. Describe the scope including quantification and requested duration (normally not to exceed one year):
5. Describe all associated risks:
6. Describe any supplemental controls to mitigate risks resulting from the deviation.
7. Include a plan, with schedule, to achieve compliance with the IT security or Permissible Use standard(s):
8. Identify any unmitigated risks:

I have evaluated the business issues associated with this request and I accept any and all associated risks as being reasonable under the circumstances until compliance is achieved.

Licensee Signature

Date

For security reasons, submit only hardcopy *Data Security / Permissible Use Non-Compliance/Deviation Form* or upload document to DOL via a secure file transfer method. Do not submit this form via email.



Driving Record Release of Interest

Attachment F – Release of Interest

Employers, prospective employers, volunteer organizations, or their agent can get driving records for an employee, prospective employee, or volunteer when authorized. Use this form to get their authorization.

- Complete the Company section.
- Give this form to your employee, prospective employee, or volunteer to complete their section.
- For audit purposes, keep this completed form in your files for at least two years. Do not mail it to the Department of Licensing.

Sealed juvenile records. Information contained in a driving record related to a sealed juvenile record may not be used for any purpose unless required by federal law. The employee or prospective employee may furnish a copy of the court order sealing the juvenile record to the employer, prospective employer, or their agent.

Company – To be completed by the company or the agent of the company

PRINT or TYPE Company name	
Agent company name (if applicable)	
Company/Agent company address	
Authorized representative name	Title
Answer the following 1. Is this company an employer, prospective employer, or volunteer organization of the individual whose driving record is being requested? ☐ Yes ☐ No 2. Is the record you are requesting necessary for employment purposes related to driving by the employee or prospective employee as a condition of employment or related to driving by the volunteer at the direction of the volunteer organization? ☐ Yes ☐ No 3. Do you agree to use the information contained in the record exclusively for this purpose and not divulge it to a third party? ☐ Yes ☐ No 4. Do you agree to hold harmless the Washington State Department of Licensing for all matters relating to the release of the requested driving record? ☐ Yes ☐ No	
Certification <i>I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.</i>	
_____ Date and place signed	X _____ Authorized representative signature

Employee, prospective employee, or volunteer – Complete this section and return the form to the company

PRINT or TYPE Full name (First, Middle, Last) of employee/prospective employee/volunteer	Date of birth (mm/dd/yyyy)	WA driver license number
Authorization from ☐ Employee – for release of my driving record for employment purposes, at my employer's discretion for the full term of my employment ☐ Prospective employee – for release of my driving record for employment purposes, not to exceed 30 days from date signed ☐ Volunteer – for release of my driving record for a position applied for that requires me driving at the direction of the volunteer organization		
Employer, prospective employer, or volunteer organization name		
Employer agent company name if acting on behalf of the company for employment purposes		
Authorization <i>I am an employee, prospective employee, or volunteer of the company named above and I request that a copy of my Washington State driving record be sent to them/their agent.</i>		
X _____ Signature		_____ Date



ATTACHMENT G ACH PAYMENT AUTHORIZATION AGREEMENT

You can use this form to initiate or change ACH (direct debit) banking information. Send this completed form to:

Revenue Accounting
Department of Licensing
PO Box 9048
Olympia, WA 98507-9048

Company/Individual name		Branch (if applicable)	
Company/Individual address			
City		State	ZIP code
Company contact name	(Area code) Telephone number	Email address	
Company contact name	(Area code) Telephone number	Email address	
Purpose of ACH ☐ UCC ☐ Vehicle electronic titles ☐ Vehicle mail-in processing ☐ Drivers ☐ Agents/Subagents			
Financial institution contact name	Account name	Account number	
Account type ☐ Checking ☐ Savings ☐ GL	Bank ABA number/Transit/Routing number (including check digit)		
Financial institution contact name	(Area code) Telephone number	Email address	

This authorization is effective until terminated by this Department or the company/individual named above.
If terminated by the company/individual, we must be notified 30 days before the termination date.

I authorize the Department of Licensing to initiate debit entries to the account indicated at the bank or credit union named above. I acknowledge that the debit entries must comply with United States law.

PRINT or TYPE name of company officer or individual

PRINT or TYPE name of company officer

Title

Title

X _____

X _____

Signature of company officer or individual Date

Signature of company officer Date

Department use only			
Contract number	Accounting assigned ID code		Data forwarded to Accounting
Print name of Department representative	Signature X		Date



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
12/31/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: 														
INSURED LexisNexis Risk Solutions Inc. 1000 Alderman Drive Alpharetta GA 30005 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: ACE American Insurance Company	22667														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER: 570069785244

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			GGLG24876512	01/01/2018	01/01/2019	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$10,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$10,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$10,000,000</td></tr> <tr><td>PRODUCTS - COMPI/OP AGG</td><td style="text-align: right;">\$10,000,000</td></tr> <tr><td>Liquor Liability Lim</td><td style="text-align: right;">\$5,000,000</td></tr> </table>	EACH OCCURRENCE	\$10,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$10,000,000	GENERAL AGGREGATE	\$10,000,000	PRODUCTS - COMPI/OP AGG	\$10,000,000	Liquor Liability Lim	\$5,000,000
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	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td></td></tr> <tr><td>BODILY INJURY (Per person)</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td></td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)		BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)							
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	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td></td></tr> <tr><td>AGGREGATE</td><td></td></tr> </table>	EACH OCCURRENCE		AGGREGATE											
EACH OCCURRENCE																					
AGGREGATE																					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PER STATUTE</td> <td style="width: 50%;">OTHER</td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td></tr> <tr><td>E.L. DISEASE-EA EMPLOYEE</td><td></td></tr> <tr><td>E.L. DISEASE-POLICY LIMIT</td><td></td></tr> </table>	PER STATUTE	OTHER	E.L. EACH ACCIDENT		E.L. DISEASE-EA EMPLOYEE		E.L. DISEASE-POLICY LIMIT							
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E.L. DISEASE-EA EMPLOYEE																					
E.L. DISEASE-POLICY LIMIT																					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Washington Department of Licensing Driver Services Division is included as an Additional Insured with respect to any written contract they may have with the named insured with respect to the General Liability policy.

CERTIFICATE HOLDER
CANCELLATION

Washington Department of Licensing Driver Services Division 1125 Washington Street SE Olympia WA 98507 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Holder Identifier :

Certificate No : 570069785244

