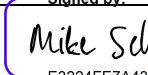
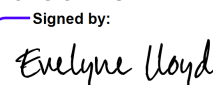
	<p align="center">DEPARTMENT OF LICENSING Commercial Driver License Program Third Party Tester CITY OF EVERETT dba Transportation Services</p>		<p>DOL Contract No. K9319</p>					
<p>Contractor: TPE</p>								
<p>Start date January 1, 2026</p>	<p>End date January 1, 2028</p>	<p>Contract amount Non-Financial</p>						
<p>Purpose This Contract establishes the requirements for the authorization of the Contractor to facilitate the testing of Washington's commercial driver applicants.</p>								
<p>Contractor</p>								
<p>Contractor name City of Everett dba Transportation Services</p>	<p>Statewide Vendor Number SWV0000348-06</p>	<p>Uniform Business Identifier (UBI) N/A</p>						
<p>Mailing Address 3225 Cedar St Everett, WA 98201-4515</p>	<p>Mailing Address (if different) N/A</p>							
<p>Contract Manager Name Mike Schmieder</p>	<p>(Area code) Telephone (425) 257-7761</p>	<p>Email mschmieder@everettwa.gov</p>						
<p>Signatory Name Same As Above</p>	<p>(Area code) Telephone Same As Above</p>	<p>Email Same As Above</p>						
<p>Department of Licensing (DOL)</p>								
<p>Department/ Administration Commercial Driver License Program</p>	<p>Division Program & Services Division</p>							
<p>Contract manager Sarah Young</p>	<p>Contact address PO Box 9030, Olympia, WA 98507-9030</p>							
<p>(Area code) Telephone (360) 902-3917</p>	<p>Email SYoung@DOL.WA.GOV</p>							
<p>Attachments</p>								
<p>This Contract includes the following attachment(s): Attachment A: Statement of Work Attachment B: Compliance Matrix Attachment C: CDL Examiner Request Form Attachment D: Examiner Attestation Form Attachment E: Title VI Assurances Attachment F: Data Disposition Form Attachment G: Fee Structure Attachment H: DOL Privacy and Data Security Requirements</p>								
<p>The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and cancel all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Contract, between the parties.</p>								
<p>IN WITNESS WHEREOF, the parties have executed this Contract and affirm they have read and understand all terms and conditions of this Contract and have the authority to bind their respective parties to the terms and conditions of this Contract. This Contract shall be binding on DOL only upon signature by DOL.</p>								
<p>CONTRACTOR SIGNATURE Signed by:  Cassie Franklin, City of Everett, Mayor</p>	<p>PRINTED NAME AND TITLE Mike Schmieder Everett Transit Director City of Everett</p>	<p>DATE SIGNED 1/29/2026</p>						
<p>DOL SIGNATURE Signed by:  Evelyn Lloyd</p>	<p>PRINTED NAME AND TITLE Evelyn Lloyd, Assistant Director, Administrative Services Division</p>	<p>DATE SIGNED 1/30/2026</p>						

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DOL SPECIAL TERMS AND CONDITIONS

This Agreement (hereinafter "Agreement" or "Contract") is entered into by the state of Washington, Department of Licensing (hereinafter "DOL"), and City of Everett dba Transportation Services (hereinafter "Contractor"). DOL and Contractor may be individually referred to as 'Party,' or jointly referred to as 'Parties.'

Pursuant to the mutual terms and conditions herein, the Parties hereby agree as follows:

1. PURPOSE

The purpose of this agreement is to authorize eligible transit entities to administer third-party Skills Examinations in support of Washington State Commercial Driver License applicants seeking a Passenger Endorsement from the Department of Licensing (DOL). Under this agreement, the Contractor is authorized to act as a Third-Party Examiner (TPE) and may conduct examinations for its own personnel as well as for non-contracted transit entities, as necessary. This agreement establishes the terms, conditions, and requirements governing the administration of such testing.

This Agreement terminates, replaces, and/or supersedes any prior Agreement of the Parties that allows Contractor to engage in third party testing.

2. AUTHORIZATION

This Agreement is made pursuant to the authority granted under chapter [46.25.060\(1\)\(c\)](#) RCW, and [308-100-140](#) WAC, which directly allow DOL to authorize the use of Third-Party Examiners. The terms and conditions herein are further consistent with [49 C.F.R. § 383.75](#). Third-Party Examiners. The terms and conditions herein are further consistent with 49 C.F.R. § 383.75.

3. DEFINITIONS

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

- a. **"Applicant"** shall mean a person or driver completing the pre-trip inspection, or safety inspections, basic controls, and road test of the CDL skills examination.
- b. **"Audit"** shall mean a routine observation to assess the performance of an individual, entity, or business authorized to provide services under this Contract.
- c. **"Commercial Driver's License (CDL)"** shall mean a license required in the United States to operate large and heavy vehicles, such as trucks, buses, and trailers, or vehicles that transport hazardous materials or more than 15 passengers.
- d. **"CDL Test Route"** shall mean the areas approved by DOL for completing the pre-trip inspection, or safety inspections, basic controls, and road test.
- e. **"CFR"** shall mean the Code of Federal Regulations related to the "FMCSR" Federal Motor Carrier Safety Regulations promulgated by the U.S. Department of Transportation.
- f. **"Conflict of Interest"** shall mean a situation in which a person or organization is involved in multiple interests, financial or otherwise, one of which could possibly corrupt the motivation or decision-making of that individual or organization.
- g. **"Contract"** shall mean this document, all schedules and exhibits, Statements of Work, and all amendments hereto.
- h. **"Contractor"** shall mean the person or entity performing Services under this Contract.
- i. **"Contract Manager"** shall mean the representative identified in the text of this Contract who is delegated the authority to administer this Contract.
- j. **"CSTIMS"** shall mean the Commercial Skills Test Information Management System, a system that is an internet-based tool that provides jurisdictions and third-party examiners a consistent way to track the scheduling and entry of test results for commercial driving skills test.
- k. **"Examiner's Manual"** shall mean the Commercial Driver's Examiner's Manual promulgated by the state of Washington, Department of Licensing.

DOL SPECIAL TERMS AND CONDITIONS

- I. **“FMCSA”** shall mean the Federal Motor Carrier Safety Administration responsible for regulating and providing safety oversight of commercial motor vehicles (CMVs).
- m. **“Invalidate Driver Test”** shall mean the applicant taking the test must retake the test, and the Examiner must retest the applicant free of charge.
- n. **“Investigation”** shall mean a systematic process of creating a factual record and analyzing it to determine if a violation occurred.
- o. **“Permissible Use”** shall mean authorized or required use of data, as outlined in federal or state law, and as further specified in this Contract.
- p. **“Personal Information”** shall mean information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure to the public or other unauthorized persons under either RCW [42.17.310](#) or other state and federal statutes.
- q. **“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.
- r. **“Resolution Action Plan”** shall mean the plan the TPE develops to ensure a violation does not reoccur. The Resolution Action Plan must include action steps to resolve the violation, the person responsible for overseeing the Resolution Action Plan, when the plan will be implemented and what resources the TPE will dedicate to the plan.
- s. **“Skills Examination”** shall mean a behind the wheel evaluation, to measure the skills of an Applicant and determine whether they meet the requirements set forth by FMCSA and DOL.
- t. **“Stop Service”** shall mean the immediate suspension of all activities, including testing and administering examinations, until approved by the DOL and reactivated in CSTIMS.
- u. **“Test”** shall mean one of, or all three segments of the skills/knowledge examination required in CSTIMS, as detailed below. It shall be determined by DOL if an Applicant must re-take any portion of the test.
 - i. Vehicle Inspection
 - ii. Basic Control
 - iii. Road Test
- v. **“Third Party Examiner or Examiner” (TPE)** shall mean the individual employed by the Contractor or the Contractor themselves who is authorized by DOL to conduct CDL skills tests.
- w. **“Training”** shall mean participating in mandatory online and/or in person training scheduled by the Department. Types of mandatory training include:
 - i. **“Recertification Training”** shall mean completing the entire certification process which is required every four (4) years or at the Department’s discretion.
 - ii. **“Annual In-service Training”** shall mean a refresher course which may include updated policy, procedure, and program requirements.
 - iii. **“Specified Supplemental Training”** shall mean targeted training as required by the Department.
- x. **“WAC”** shall mean the Washington Administrative Code. All references in this document to WAC chapters or sections shall include any successor, amended, or replacement statutes.

DOL SPECIAL TERMS AND CONDITIONS**4. PERIOD OF PERFORMANCE**

Per WAC [308-100-140\(b\)](#), the initial period of performance shall be from January 1, 2026, through January 1, 2028 (initial term is 2 years). This Agreement may be extended for additional terms, not to exceed a maximum of four years. The expiration or termination of this Contract automatically withdraws the Contractors' authority to engage in any third-party testing.

5. CONSIDERATION

No monies shall be exchanged between the Parties under this Agreement. The amount charged to the Applicants by the Contractor must be approved, in advance by DOL.

6. ATTACHMENT A–STATEMENT OF WORK

The Contractor shall provide the services and staff and otherwise do all things necessary for or incidental to the performance of work, as set forth in Attachment A- Statement of Work.

7. BACKGROUND CHECKS

Each Examiner must pass an FBI National Background check in accordance with federal regulation 49.C.F.R. § 384.228. As an additional requirement, a Washington State Patrol (WSP) Background check for each Examiner is required upon contract initiation and contract renewal/extension at the Contractor's expense.

8. AUDITS

DOL will conduct Audits of the Contractor to determine compliance with this Agreement, with all Examiner certification requirements, and with 49 C.F.R. § 383.75. Audits will also measure Contractor's ability to properly perform CDL Examinations and compliance with Attachment H, DOL Privacy and Data Security Requirements, as follows:

- a. Annual Audits: DOL will conduct performance audits annually, at a minimum, to verify the Contractor's compliance with this Agreement and to further verify employee certification. Contractor's failure to permit the Audit will result in the suspension of the Contractor's authorization to perform CDL Third Party Testing. Only the Examiners who are properly certified at the completion of the Audit will maintain their authorization to conduct Third Party Examinations. DOL reserves the right to check the TPE's driving record at any time to ensure Examiners maintain the required qualifications.
- b. Random Audit or Investigation: In addition to Annual Audits, DOL may conduct random overt, covert, and administrative audits or investigations. Audits or Investigations will be performed at DOL's discretion. Contractor's failure to comply with the Audit or Investigation shall result in one or more of the following:
 - i. Contractor submission of a Resolution Action Plan for DOL's approval
 - ii. Contractor requirement to attend supplemental training.
 - iii. Suspension of the Contractor's authorization to engage in any CDL testing under this Agreement.
 - iv. Immediate Contract Termination
- c. Data Security & Permissible Use Audits: DOL may conduct data security and permissible use audits. By entering this Contract, Contractor acknowledges its obligation to provide DOL access to complete unredacted copies of records for audit purposes. DOL may accept a data security audit if the audit was conducted on the Contractor within the prior 12 months of DOL's request. Failure to disclose records or cooperate with DOL will be considered a breach of this Contract and may result in Contract termination.

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Information obtained by DOL through the audit process, including the audit report, shall be handled as confidential information. DOL will only disclose information obtained during an Audit on a need-to-know basis internally within the Department. Any external release of information will be in compliance with the provisions of [chapter 42.56 RCW](#), Public Records Act.

Attachment B: *Compliance Matrix* will be used to ensure Contractor adheres to state and federal guidelines. Disciplinary actions resulting from violations will be calculated during the entire Contract Period of Performance.

Audit findings will be resolved as set forth in Attachment B: Compliance Matrix.

9. SAFEGUARDING PERSONAL INFORMATION

A. DATA SHARING REQUIREMENTS

To the extent that information provided pursuant to this Contract involves or pertains to the processing of Personal Information, Contractor shall be subject to the Privacy and Data Security Requirements in *Attachment H*.

B. PRIVACY AND SECURITY REQUIREMENTS

Contractor shall safeguard all Personal Information as set forth in *Attachment H: DOL Privacy and Data Security Requirements*. Contractor agrees that it has a continuing obligation to comply with all federal and state laws, regulations, and security standards as enacted or revised over time, regarding data collection, data protection, data breach, data transmission, and uses of Personal Information.

Contractor has an ongoing obligation to ensure all its personnel and Third-Party Examiners understand and comply with all Privacy and Data Security Requirements.

C. DATA COLLECTION

Contractor is strictly limited to collecting the Personal Information provided in Table 1 of Attachment A: Statement of Work when performing services under this Agreement.

D. PERMISSIBLE USE

Contractor may only use Personal Information for purposes strictly limited to Contractor's functions as a Third-Party Examiner and the need to maintain and use such information to allow Applicants to obtain a commercial driver's license from DOL. Any other use of Personal Information is strictly prohibited. This prohibition includes, without limitation, the use for unsolicited business contact, or other commercial purposes unless specifically authorized by DOL or otherwise as directed by law. The term "*unsolicited business contact*" means a contact that is intended to result in, or promote, the sale of any goods or services to a person named in the disclosed information. The term "*commercial purposes*" means using or intending to use information for the purpose of facilitating a profit-expecting business activity.

10. INSURANCE

Prior to performing any services under this Agreement, Contractor must ensure they have and maintain insurance coverage as set forth below:

A. Required Coverages

Contractor 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.

DOL SPECIAL TERMS AND CONDITIONS

All insurance must be primary to any other insurance programs afforded to or maintained by DOL or the state of Washington. Contractor 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 Contractor pursuant to this Agreement.

Contractor 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

Contractor 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, Contractor shall provide DOL a valid certificate or certificates of insurance demonstrating the fulfillment of all requirements herein.

Contractor will submit renewal certificates on a yearly basis prior to the expiration of the previous certificate 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 the authorization granted herein and may result in termination of this Agreement.

E. Cost of Insurance

Contractor is solely responsible for all costs associated with the insurance requirements contained within this.

F. Self-Insurance

If Contractor is self-insured and can verify that its surety meets all the above requirements, Contractor may request DOL to accept the terms of its self-insurance program. DOL has final discretion on whether the Contractor's self-insurance program is acceptable.

G. Cyber-Liability

Contractor must notify the DOL Contract Manager and obtain a minimum \$1,000,000 cyber liability insurance policy when it holds more than 5,249 unique Applicants' records containing Personal Information.

A Contractor who has access to funds in Washington State's Self-Insured Liability Pool is deemed to meet this requirement.

This insurance shall include coverage for third party claims and losses including with respect to network risks (such as: data Breaches, transmission of virus/malicious code, unauthorized access or criminal use of third party, ID/data theft) and invasion of privacy regardless of the type of media involved in the loss of private information (such as: computers, paper files and records, or voice recorded tapes), covering collection, use, access, etc., of Protected Personal Information, direct liability, as well as contractual liability for violation of privacy policy, civil suits and sublimit for regulatory defense/indemnity for payment of fines and penalties.

11. BOND REQUIREMENTS

Contractor must obtain and maintain a bond amount equal to \$25,000, in order to secure payment for re-testing drivers in the event the Contractor or one or more of its Examiners is involved in fraudulent activities related to conducting skills testing of applicants for a CDL. State agencies and related inter-local governing agencies are exempt from bond requirements.

The Bond must be issued by a licensed insurance or bonding company authorized to do business in the state of Washington and have a rating of A-, Class VII or better. All expenses for the bond are to

DOL SPECIAL TERMS AND CONDITIONS

be paid by the Contractor. Contractor must furnish DOL a copy of the bond within [15] days of the Contract's execution. The bond must remain in effect during the entirety of the contract.

Failure to meet and/or maintain all bond requirements of this section will automatically suspend Contractors' authorization to perform third party testing under this Agreement.

12. CONTRACT BREACH

Non-compliance with any terms, conditions, restrictions, or required performances of this Agreement, whether by Contractor or by its Examiners, may be deemed a breach of this Agreement. *Attachment B: Compliance Matrix* is incorporated as a guide to provide examples of various corrective actions in response to specific breaches. The corrective action measures detailed in *Attachment B: Compliance Matrix* is not all inclusive; DOL retains the right to seek corrective action over breaches not included in the matrix. DOL also retains the right to accel the corrective actions if DOL believes that actions were intentional, likely to be repeated, or pose an immediate harm to the general public. The named Contract Manager listed on page one is the respective Contract Manager for each Party.

13. CONFLICT OF INTEREST

Any Conflict of Interest will be cause for termination. Pursuant to WAC [308-100-140\(10\)\(a-e\)](#), Conflicts of Interest under this contract include, but are not limited to the following conditions:

- a. Testing Third Party Examiners. (*Only DOL may test TPEs-Applies to all TPEs*)
- b. Testing a driver who has been trained by you, the Examiner, regarding commercial vehicle operation or skills test practice. (*Applies to all TPEs*)
- c. Testing a driver who has attended a school owned or operated by the same ownership organization you work for. (*Applies to all Independent TPEs only*)
- d. Testing any family member, relative or friend. (*Applies to all TPEs*)
- e. Having another Examiner who is a family member conduct tests for your school or organization. (*Applies to all TPEs*)
- f. Having your test site within 1000 feet of a CDL training facility. (*Applies to all Independent TPEs only*)

14. TERMINATION

Termination of this Agreement shall be made as specified below. Suspensions lasting longer than ninety (90) days will automatically terminate this Agreement.

A. Termination for Convenience

Either party may terminate this Agreement by providing written notice within thirty (30) calendar days. If at the time of termination Contractor was under investigation, corrective action, or cure process DOL may refuse future Agreements.

B. Termination for Withdrawal of Authority

If DOL's authority to 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 imminent.

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

C. Termination for Cause

DOL may terminate this Agreement for breaches that justify such termination as set forth in Attachment B: Compliance Matrix, or as required if DOL believes that a breach is intentional, likely to be repeated, or poses an immediate harm to the general public.

DOL GENERAL TERMS AND CONDITIONS**1. ALTERATIONS AND 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 Party. Only DOL's Director or Designee has the authority to alter, amend, modify or waive any term or condition of this Agreement.

2. CONTRACT MANAGEMENT

Contract Managers are the designated personnel by each Party to be that Party's point of contact for all inquiries, correspondence, and notices relating to this Agreement. The named Contract Managers listed on page one is the respective Contract Managers for each party. Additional personnel may be identified as being secondary contract managers for specific purposes.

The use of email to the most current email address of the other Party's Contract Manager is the primary designated form of providing all written inquiries, communications and notices under this Agreement.

Each party is responsible for notifying the other Party in writing of any changes concerning its Contract Manager's name, phone number, or email address.

3. VENUE

This Agreement shall 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 of Thurston County.

4. ORDER OF PRECEDENCE

In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.

5. HOLD HARMLESS

Contractor will hold DOL harmless for any damages or claims arising from its own acts and/or omissions, which includes those acts or omissions of its employees or agents. This includes any acts or omissions concerning the safeguarding of data and permissible use of personal information.

6. COMPLIANCE WITH APPLICABLE LAW

Contractor shall comply with all state and federal laws and licensing requirements, to include, without limitation all laws concerning industrial insurance, 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 effect it may have on the subject matter of this Agreement.

7. PUBLICITY

Contractor must receive prior written consent of DOL before it may publish or use advertising, and publicity matters in which DOL's name is specifically mentioned or can be implied. Contractor agrees to submit to DOL all advertising and publicity matters relating to the content of this Agreement in advance to any public dissemination or display.

DOL GENERAL TERMS AND CONDITIONS**8. RECORDS MAINTENANCE**

The Parties shall maintain all records relating to this Agreement, including all service and account records. Unless otherwise stated in this Contract, all records and other material must be retained for six (6) years after expiration or termination of this Agreement. Upon contract termination, Contractor must comply with the requirements set forth in *Attachment F*, Data Disposition form upon expiration of this Contract.

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

9. SEVERABILITY

If any provision of this Agreement or any provision of documents incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement 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 Agreement, and to this end the provisions of this Agreement are declared to be severable.

10. SURVIVORSHIP

The terms and conditions contained in this Contract, or any documents incorporated by reference, by their sense and context, are intended to survive the expiration or termination of the Agreement shall survive.

11. WAIVER

A failure by either Party to exercise its rights under this Contract shall not constitute a waiver of those rights under this Contract unless a written waiver or such rights is signed by an authorized representative of the Party and attached to the original Contract.

12. STATE OF WASHINGTON EXECUTIVE ORDER 17-01

In accordance with RCW [43.17.425](#) and Washington Executive Order 17-01, the Contractor and any subcontractors are explicitly prohibited, without limitation, against sharing or using Data, including Personal Information, for purposes of investigating, enforcing, cooperating with, or assisting in the investigation or enforcement of any federal or state regulation or surveillance programs or any other laws, rules, or policies that target Washington residents solely on the basis of race, religion, immigration, or citizenship status, or national or ethnic origin.

13. NONDISCRIMINATION

Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the basis enumerated at RCW [49.60.530\(3\)](#). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state DOL investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

Default. Notwithstanding any provision to the contrary, DOL may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state DOL investigation into alleged discrimination prohibited by this Contract, pursuant to RCW [49.60.530\(3\)](#). Any such suspension will remain in place until DOL receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the

DOL GENERAL TERMS AND CONDITIONS

event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DOL may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW [39.26.200](#). Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under chapter [49.60](#), RCW. DOL shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe DOL for default under this provision.

14. STATE OF WASHINGTON EXECUTIVE ORDER 18-03

Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective.

15. COMPLIANCE WITH SHIELD LAW

In compliance with [7.115.020](#) (Shield law), Contractor is explicitly prohibited, without limitation, against sharing or using Data for purposes of investigating, enforcing, cooperating with, or assisting in the investigation or enforcement of any federal or state programs or any other laws, rules, or policies that target those who are, or were, in receipt of protected health care services that are lawful in the state of Washington.

ATTACHMENT A: STATEMENT OF WORK

The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. DOL Responsibilities:

- A. Provide Examiners with the current hard copy version of the following:
- CDL Examiner's Manual, and any subsequent updates as needed
 - Skills Test Score Sheets
 - Test Cue Sheet

- B. Provide instructions to Contractor and/or Examiners on any electronic testing equipment and reporting systems, as needed to ensure proper utilization of tools.

- C. Adhere to the Centralized Scheduling Procedures:

DOL has three (3) skills test sites: Pasco, Parkland & Everett.

Customers within 50 miles straight-line radius (not driving miles) of a DOL test site are required to test with a DOL examiner.

Customers more than 50 miles from a DOL test site will be released to test with a Third Party Examiner.

- The physical address of the training site will be used to calculate 50 miles.
- Training site is defined as the address where the equipment is physically located if the school has multiple addresses/offices.

If DOL has no examiner availability on preferred test date submitted, after training is complete, the customers can be authorized to schedule with a TPE.

- D. Evaluate Examiner's performance at Contract completion, and at least annually. The evaluation will cover a period ending with an established date.
- E. Make the performance report available to the Contractor to include any compliance findings and required corrective action.

2. Contractor Responsibilities:

- A. Submit to DOL Contract Manager:
- I. The written hiring criteria/selection information process for Examiners, when applicable.
 - II. The Applicant's name, driver's license number, driver's license status and payment information.
 - III. Within 24 hours submit notification of any termination of an Examiner for any reason other than decertification.
- B. Enter daily test results via CSTIMS application. Results must be entered within the same day the tests are conducted, in addition to driver's status and proof of payment/receipt.
- C. Allow DOL, FMCSA, or its representatives to conduct random examinations, inspections, and audits with or without prior notice. All documents pertaining to skills testing must be available on test site for review.

ATTACHMENT A: STATEMENT OF WORK

- D. Provide DOL Contract Manager with a list of all additional fees stated in *Attachment G: Fee Structure*, that may be incurred by the person taking the CDL skills test other than the mandatory CDL skills test fee.
 - I. Prior written approval from the DOL Contract Manager must be received before conducting CDL skills testing.
 - Additional fees include, but are not limited to:
 - o Equipment rental fees
 - o Bank charge fees
 - o Fuel costs
 - II. Special circumstances: Anything outside the statutory examination fee is considered an additional cost and must have prior approval by DOL in accordance with [308-100-180](#) WAC.
- E. Retain a copy of the following at headquarters office per Federal Regulations under C.F.R. [49 § 383.75\(8\)\(ix\)](#):
 - I. A copy of each Third-Party Examiner (TPE) State certificate authorizing the TPE to administer CDL Skills Tests for the classes and types of commercial motor vehicles listed,
 - II. A copy of the current Third-Party agreement,
 - III. A copy of each completed CDL skills test scoring sheet for the previous three calendar years in accordance with the retention schedule.
 - IV. A copy of the TPE's State approved road test route(s) and,
 - V. A copy of each TPE's training record.
- F. Collect the information from Third Party Examiners or applicants that are the minimum requirements to satisfy DOL requirements. Contractor is prohibited from collecting any additional personal information from Third Party Examiners or Applicants.

3. Examiners must:

- A. Prior to certification, pass an FBI National Background for all new examiners, per Federal Regulation C.F.R. [49 § 384.228](#). A WSP Background check for all examiners is required upon contract renewal.
- B. Apply through the Professional Business License System (PBLs) via a system like Secure Access Washington (SAW) account. The instructions are on the DOL webpage. <https://dol.wa.gov/driver-licenses-and-permits/commercial-driver-licenses-cdl/apply-be-cdl-third-party-examiner>.
- C. Successfully complete the DOL's CDL Third Party Examiner (TPE) core-training program and any supplemental or refresher training course(s) as scheduled or required by DOL.
- D. Conform to all requirements stated in the CDL Examiner's Manual. The Examiner's Manual has been provided to the organizations and each certified Examiner and is hereby incorporated into this agreement.

ATTACHMENT A: STATEMENT OF WORK

- E. Maintain certification and compliance with all federal and state regulations, statutes, contract requirements, and adhere to the *Compliance Matrix, Attachment B*.
- F. Be professional, culturally sensitive and respectful of the applicant(s) they serve, as well as industry partners and DOL staff with whom they interact. Examiners shall serve the public with all possible promptness and courtesy and shall convey only authorized information to the public.
- G. Develop their knowledge and skills through professional training, continuing education, and interaction with colleagues, and specialists in related fields. Examiners must maintain awareness of developments related to commercial vehicles, their operation and DOL testing procedures.
- H. CDL Examiners shall be punctual, prepared, and maintain a professional appearance and demeanor at all times while representing DOL.
- I. Adhere to the Code of Ethics
 - I. Scope of Practice - CDL Examiners must maintain a professional demeanor to all test applicants, and may not counsel, advise, express personal opinions, or engage in any other activities which may be construed as constituting a service other than CDL skills testing services to individuals for whom they are testing.
 - II. Compensation - CDL Examiners may not directly or indirectly receive any gifts, compensation, or benefits from test applicants for services rendered or to be rendered, except as allowed under the provisions of this Agreement. Examiners may not use DOL's time, facilities, equipment or supplies for their own private gain or advantage outside of the scope of this contract. Examiners may not use or attempt to use their position to secure privileges or exemptions from DOL.
 - III. Integrity - CDL Examiners must uphold the honor and dignity of CDL Program and issuance of commercial licenses. Examiners must equally treat, test, and score all applicants in an objective fashion, and may not release, divulge, or counsel any information relating to equipment being used or the criteria of the test material to an applicant at any time during the examination.
- J. Conduct a minimum of ten (10) CDL skills tests in a calendar year, per C.F.R. [49 § 383.75\(c\)](#), for the duration of this Contract, except where otherwise approved by DOL.
- K. Sign the *Attachment D: Examiner Attestation Form* upon the Contract execution and renewal of the Contract. This is a statement of compliance and understanding of contractual requirements, for current and new TPEs and is to be available for auditing purposes per state retention schedule.
- L. Enter skills test schedules in CSTIMS three days prior to conducting tests.
- M. Require the TPE to allow DOL to utilize their facilities and equipment to complete any tests scheduled for that day and those that cannot be rescheduled.
- N. Examiners are authorized to only conduct tests authorized for third party examiners, and may not conduct tests on applicants designated for examination by DOL.

ATTACHMENT A: STATEMENT OF WORK

- O. An examiner requesting to use another Examiner's route must:
 - I. Secure permission from the other Examiner
 - II. Secure permission from the lot owner
 - III. Submit both written permissions to DOL
- P. The Examiner must collect all test fees from the applicant prior to the test.
- Q. Specific to School Bus Endorsements, if applicant fails the first test, the Contractor must conduct a second test at no additional cost. (RCW [46.25.060\(1\)\(e\)](#)).
- R. An applicant may choose to test with another examiner, but the applicant will have to pay a new fee to the new examiner and start all three (3) segments of the Skills Examination over.

4. TEST REQUIREMENTS

- A. Tests are not valid unless a CDL test route that has been approved by DOL is used.
- B. Tests must be conducted on different routes and courses than the applicant was trained on.
- C. All alternate test routes must be a minimum of 50 miles away from one another.

5. APPLICANT PERSONAL INFORMATION

Contractor is permitted to collect and use only the Applicant's Personal Information provided in Table 1 in performing Services under this Contract, per the requirements set forth in Attachment A: *Privacy and Data Security Requirements*. Before the Contractor collects any Personal Information not listed in Table 1, the Contractor must have written consent from the Applicant to collect the information. Consent to share Personal Information must not be a requirement to obtain Services under this Contract. Consent for any Applicant under age 18 must be obtained from the person's parent or guardian. Without prior written consent of the Applicant, collection of Personal Information not listed in Table 1 will be considered a violation of this Contract.

Table 1- Data Collection

Data	Category of Data	Data Shared with DOL	Data used to communicate with Applicant
Name (first and last)	3	Yes	Yes
Complete Mailing Address	3	Yes	Yes
Driver License Number	3	Yes	No
Date of Birth	3	Yes	No
Personal Email Address	3	Yes	Yes
Phone Number	3	Yes	Yes
Image (photo)	3	No	No

ATTACHMENT B: COMPLIANCE MATRIX
Licensing Endorsements and Traffic Safety Violations Matrix

Compliance Matrix Overview:

1. DOL is the authority in determining who is authorized to conduct Third Party Testing under this agreement and reserves the right to evaluate each circumstance and determine the proper course of action in all cases of contract breach. The Compliance Matrix is offered as an outline of typical responses to various breaches.
2. Violations will generally be handled in accordance with the respective matrix for each violation, to determine the level of severity of violation and possible corrective action.
3. If a Stop-Process violation by the Contractor is observed during a Skills Performance Audit, the DOL auditor may intervene to complete the examination for the Applicant and the Contractor may not be allowed to continue the examination or any other subsequent exams that day.
4. In the event the Contractor violates the terms of this contract DOL may:

- a) Issue a written corrective action notice.

The Contractor may be allocated a period of time in which to take corrective action. If the Contractor is required to submit a resolution action plan, DOL will review the plan for feasibility. If the plan is not feasible, DOL will determine the appropriate corrective action.

- b) Suspend authorization under this contract

- c) Terminate this contract.

DOL retains sole discretion in determining which corrective actions the contractor is required to take to correct audit findings or regain testing authorization.

5. If Contractor disagrees with violations and/or corrective action, Contractor may request a review of the findings and corrective action within ten (10) Business Days. The review will be conducted by a DOL representative within ten (10) Business Days. DOL will notify Contractor if additional time is needed.

ATTACHMENT B: COMPLIANCE MATRIX

Licensing Endorsements and Traffic Safety Violations Matrix

SEVERE

Severe offenses may include any activity that can potentially create a significant and immediate public safety risk, or negligently or willfully violates the terms of the contract. **Severe offenses include but are not limited to the following:**

1A - Conducts tests outside of authority, while suspended, or expired.

Examples	<ul style="list-style-type: none"> • (CDL) Conducts skills test on vehicle type not authorized. • Conducts test while in suspension status. • Unlicensed Practice
First Offense	<ul style="list-style-type: none"> • Immediate stop service until DOL can complete an investigation. • Reimburse as applicable and provide proof to DOL • Invalidate Driver(s) test or segment of test as applicable. • Customer may be required to retest with DOL.
Second Offense	<ul style="list-style-type: none"> • Immediate stop service. • Reimburse as applicable and provide proof to DOL. • Invalidate Driver(s) test or segment of test as applicable. • Customer may be required to retest with DOL. • Contract cancellation.

1B - Conducts tests on an unauthorized route.

Examples	<ul style="list-style-type: none"> • Conducts test on unauthorized route.
First Offense	<ul style="list-style-type: none"> • Immediate stop service until DOL can complete an investigation. • Reimburse as applicable and provide proof to DOL • Invalidate Driver(s) test or segment of test as applicable. • Customer may be required to retest with DOL.
Second Offense	<ul style="list-style-type: none"> • Immediate stop service. • Reimburse as applicable and provide proof to DOL. • Invalidate Driver(s) test or segment of test as applicable. • Customer may be required to retest with DOL. • Contract cancellation.

1C - Denying access to DOL or other state or federal partners for the purpose of conducting scheduled or unscheduled examinations, inspections, training, or audits.

Examples	<ul style="list-style-type: none"> • Refuses entrance to auditor. • Ceases testing upon DOL or FMCSA arrival. • Refuses entry but continues testing. • Fails to attend required in-service and/or supplemental training.
First Offense	<ul style="list-style-type: none"> • Immediate stop service until DOL can complete an investigation. • Reimburse as applicable and provide proof to DOL • Invalidate Driver(s) test or segment of test as applicable. • Customer may be required to retest with DOL.
Second Offense	<ul style="list-style-type: none"> • Immediate stop service. • Reimburse as applicable and provide proof to DOL. • Invalidate Driver(s) test or segment of test as applicable. • Customer may be required to retest with DOL. • Contract cancellation.

ATTACHMENT B: COMPLIANCE MATRIX

Licensing Endorsements and Traffic Safety Violations Matrix

1D – Intentionally falsifies documents.	
Examples	<ul style="list-style-type: none"> • Listing the incorrect dates or times of examinations. • Listing falsified test route used during examination. • Listing incorrect test scores for examination. • Listing the incorrect vehicle type than what applicant tested in. • Listing falsified fees collected on the score sheet.
First Offense	<ul style="list-style-type: none"> • Immediate stop service and 30-day suspension. • Reimburse as applicable and provide proof to the DOL. • Invalidate Driver(s) test or segment of test as applicable. • Customer may be required to retest with DOL. • Possible contract cancellation pending DOL investigation.
Second Offense	<ul style="list-style-type: none"> • Immediate stop service. • Reimburse as applicable and provide proof to DOL. • Invalidate Driver(s) test or segment of test as applicable. • Customer may be required to retest with DOL. • Contract cancellation.

1E – Uses discriminatory practices while interacting with driver.	
Examples	<ul style="list-style-type: none"> • Refuses service based on age, gender, race, sexual orientation, etc. • Makes disparaging remarks based on age, gender, race, sexual orientation, etc. • Increases or decreases level of difficulty of skills test based on age, gender, race, sexual orientation, etc.
First Offense	<ul style="list-style-type: none"> • Immediate stop service and 30-day suspension. • Reimburse as applicable and provide proof to the DOL. • Invalidate Driver(s) test or segment of test as applicable. • Customer may be required to retest with DOL. • Possible contract cancellation pending DOL investigation.
Second Offense	<ul style="list-style-type: none"> • Immediate stop service. • Reimburse as applicable and provide proof to DOL. • Invalidate Driver(s) test or segment of test as applicable. • Customer may be required to retest with DOL. • Contract cancellation.

1F – Illegal or criminally negligent act.	
Examples	<ul style="list-style-type: none"> • Under the influence of drug/alcohol while performing examiner duties. • Accepting bribes, exorbitant amounts of money, or favors, selling, or otherwise illegally providing passing results. • Using customer personal information for illegal purposes. • Conducting a test with the driver who is under the influence of drugs/alcohol. • Sexual misconduct of any kind.
First Offense	<ul style="list-style-type: none"> • Immediate stop service. • Reimburse as applicable and provide proof to DOL. • Invalidate Driver(s) test or segment of test as applicable. • Customer may be required to retest with DOL. • Contract cancellation.

ATTACHMENT B: COMPLIANCE MATRIX

Licensing Endorsements and Traffic Safety Violations Matrix

1G – Fails to maintain licensing requirements.	
Examples	<ul style="list-style-type: none"> • Examiner fails to keep CDL endorsement current. • Examiner conducts test while CDL is in downgrade status. • Examiner fails to keep PDL current.
First Offense	<ul style="list-style-type: none"> • Immediate stop service until license requirements are met. • Reimburse as applicable and provide proof to the DOL. • Invalidate Driver(s) test or segment of test as applicable. • Customer may be required to retest with DOL.

1H – Data security breach.	
Examples	<ul style="list-style-type: none"> • Fails to secure physical or electronic files. • Unauthorized use of Personal Information. • Compromises data systems (i.e. allows unauthorized CSTIMS access.) • Fails to secure skills test information (i.e. score sheets, examiners manual, test route, receipts etc.).
First Offense	<ul style="list-style-type: none"> • Immediate stop service • Possible contract cancellation pending DOL investigation.

1I – (CDL Specific) Breach of confidential examination information.	
Examples	<ul style="list-style-type: none"> • Examiner disseminates or publishes contents of the CDL Examiner's Manual, verbal or written. • Examiner provides CDL Skills testing information to companies, training schools, or applicants. • Examiner permits applicants to practice on Skills Test location or route.
First Offense	<ul style="list-style-type: none"> • Immediate stop service. • Reimburse as applicable and provide proof to DOL. • Invalidate Driver(s) test or segment of test as applicable. • Customer may be required to retest with DOL. • Contract Cancellation.

ATTACHMENT B: COMPLIANCE MATRIX

Licensing Endorsements and Traffic Safety Violations Matrix

MODERATE

Moderate offenses include breach of DOL policy, actions not consistent or in alignment with DOL contractual obligations, not maintaining professional/ethical conduct, or actions and conditions that are deemed unsafe.

Moderate offenses include but are not limited to the following:

2A – Conducts testing or certification that violates conflict of interest provisions as outlined in the contract.

CDL Examples	<ul style="list-style-type: none"> • Conducting a test of another Third-Party Examiner. • Conducts skill test for someone they have trained. • Conducts skill test for someone within or with interests in their organization (applies only to IND TPT). • Conducting a test of a family member, relative or friend. • Having another Examiner who is a family member conduct tests for your school or organization.
First Offense	<ul style="list-style-type: none"> • Reimburse the customer if applicable and provide proof to DOL. • Invalidate Driver(s) test, certification, or segment of test as applicable. • Customer may be required to retest with DOL. • Education letter and/or corrective action plan.
Second Offense	<ul style="list-style-type: none"> • Immediate stop service and 30-day suspension. • Reimburse the customer if applicable and provide proof to DOL. • Invalidate Driver(s) test, certification, or segment of test as applicable. • Customer may be required to retest with DOL.
Third Offense	<ul style="list-style-type: none"> • Immediate stop service. • Reimburse the customer if applicable and provide proof to DOL. • Invalidate Driver(s) test, certification, or segment of test as applicable. • Customer may be required to retest with DOL. • Contract Cancellation.

2B – Failure to ensure the applicant meets all testing requirements.

Examples	<ul style="list-style-type: none"> • Conducting the skills test without the appropriate CLP endorsements. • Does not conduct all three segments of skills test in the same representative vehicle. • Conducted test with an expired CLP. • Fails to comply with mandatory waiting periods for any one of the 3 skills test segments. • Fails to wait 14 mandatory days prior to re-testing the customer. • Failure to schedule skills test for all 3 segments after applicants permit renewal.
First Offense	<ul style="list-style-type: none"> • Reimburse the customer if applicable and provide proof to DOL. • Invalidate Driver(s) test, certification, or segment of test as applicable. • Customer may be required to retest with DOL. • Education letter and/or corrective action plan

ATTACHMENT B: COMPLIANCE MATRIX

Licensing Endorsements and Traffic Safety Violations Matrix

Second Offense	<ul style="list-style-type: none"> • Immediate stop service and 30-day suspension. • Reimburse the customer if applicable and provide proof to DOL. • Invalidate Driver(s) test, certification, or segment of test as applicable. • Customer may be required to retest with DOL. • DOL Supplemental Training.
Third Offense	<ul style="list-style-type: none"> • Immediate stop service. • Reimburse the customer if applicable and provide proof to DOL. • Invalidate Driver(s) test, certification, or segment of test as applicable. • Customer may be required to retest with DOL. • Contract Cancellation.

2C - Fails to conduct testing per established requirements or fails to follow required/established test practices.

Examples	<ul style="list-style-type: none"> • (CDL) Conducts test in language other than English. • (CDL) Conducts test not authorized to perform, (Class B certified Examiner conducts Class A examination). • (CDL) Conducts skills test for customers that requires special examination by DOL. • (CDL) Conducts skills test before or after daylight hours. • (CDL) Incorrect testing of vehicle inspection, basic controls, or road test. (shortened/lengthened) • Unauthorized deviation from approved route. • Failure to follow acceptable score criteria when conducting skills test. • Examiner deletes, minimizes or expands beyond required score criteria. • Examiner provides crucial information i.e., speed limits, stop signs, Vehicle Inspection criteria, signals during Backing Controls, etc. • (CDL) Fails to provide standardized instructions (CDL Cue Sheet) and Title VI documents. • Fails to use standardized instructions during skills. • (CDL) Fails to stop the Skills test after observing an Equipment Failure, automatic disqualifying condition, or accumulation of errors when applicable.
First Offense	<ul style="list-style-type: none"> • Reimburse the customer if applicable and provide proof to DOL. • Invalidate Driver(s) test, certification, or segment of test as applicable. • Customer may be required to retest with DOL. • Education letter and/or corrective action plan.
Second Offense	<ul style="list-style-type: none"> • Immediate stop service and 30-day suspension. • Reimburse the customer if applicable and provide proof to DOL. • Invalidate Driver(s) test, certification, or segment of test as applicable. • Customer may be required to retest with DOL. • DOL Supplemental Training.
Third Offense	<ul style="list-style-type: none"> • Immediate stop service. • Reimburse the customer if applicable and provide proof to DOL. • Invalidate Driver(s) test, certification, or segment of test as applicable. • Customer may be required to retest with DOL. • Contract Cancellation.

ATTACHMENT B: COMPLIANCE MATRIX

Licensing Endorsements and Traffic Safety Violations Matrix

2E - Fails to follow established data security practices.

Examples	<ul style="list-style-type: none"> • Fails to keep physical or electronic files secure. • Fails to follow retention schedule. • Fails to obtain prior written consent before collecting additional personal information from Applicant. • Fails to keep manual secured. • Fails to keep skills test information in a secure location. (i.e. score sheets, examiners manual, test routes, receipts etc.). • Shares DOL systems access.
First Offense	<ul style="list-style-type: none"> • Immediate stop service until DOL Supplemental Training is completed.
Second Offense	<ul style="list-style-type: none"> • Immediate stop service and up to 90-days suspension in addition to DOL Supplemental Training
Third Offense	<ul style="list-style-type: none"> • Contract Cancellation

2F - Documentation errors that affect issuance

Examples	<ul style="list-style-type: none"> • (CDL) Documentation reflects incorrect representative vehicle, scores, endorsements, transmission type, braking system, etc.
First Offense	<ul style="list-style-type: none"> • Reimburse the customer if applicable and provide proof to DOL. • Invalidate Driver(s) test, certification, or segment of test as applicable. • Customer may be required to retest with DOL. • Education letter and/or corrective action plan
Second Offense	<ul style="list-style-type: none"> • Immediate stop service and 30-day suspension. • Reimburse the customer if applicable and provide proof to DOL. • Invalidate Driver(s) test, certification, or segment of test as applicable. • Customer may be required to retest with DOL. • DOL Supplemental Training.
Third Offense	<ul style="list-style-type: none"> • Immediate stop service. • Reimburse the customer if applicable and provide proof to DOL. • Invalidate Driver(s) test, certification, or segment of test as applicable. • Customer may be required to retest with DOL. • Contract Cancellation.

2G - Collects additional customer testing fees without DOL pre- approval or fails to annotate test fees collected via receipt and/or score sheet.

Examples	<ul style="list-style-type: none"> • Charges more than allowed fee by statute or rule. • (CDL) Examiner charges fee without prior approval from CDL Contract Manager.
First Offense	<ul style="list-style-type: none"> • Reimburse the customer if applicable and provide proof to DOL. • Education letter and/or corrective action plan
Second Offense	<ul style="list-style-type: none"> • Immediate stop service and 30-day suspension. • Reimburse the customer if applicable and provide proof to DOL. • DOL Supplemental Training.
Third Offense	<ul style="list-style-type: none"> • Immediate stop service. • Reimburse the customer if applicable and provide proof to DOL. • Contract Cancellation.

ATTACHMENT B: COMPLIANCE MATRIX

Licensing Endorsements and Traffic Safety Violations Matrix

2H - (CDL Specific) Uses unauthorized probing, prompting, or leading methods for conducting Skills tests.	
Examples	<ul style="list-style-type: none"> • Points out equipment that was missed. • Provides clues/hints to driver that identifies missing portion. • Examiner intentionally attempts to confuse or mislead driver. • Conducts driver training for customers that fail any portion of the skills test. • Failure to provide exact instructions per que sheet. • Leading the applicant.
First Offense	<ul style="list-style-type: none"> • Reimburse the customer if applicable and provide proof to DOL. • Invalidate Driver(s) test, certification, or segment of test as applicable. • Customer may be required to retest with DOL. • Education letter and/or corrective action plan
Second Offense	<ul style="list-style-type: none"> • Immediate stop service and 30-day suspension. • Reimburse the customer if applicable and provide proof to DOL. • Invalidate Driver(s) test, certification, or segment of test as applicable. • Customer may be required to retest with DOL. • DOL Supplemental Training.
Third Offense	<ul style="list-style-type: none"> • Immediate stop service. • Reimburse the customer if applicable and provide proof to DOL. • Invalidate Driver(s) test, certification, or segment of test as applicable. • Customer may be required to retest with DOL. • Contract Cancellation.

ATTACHMENT B: COMPLIANCE MATRIX

Licensing Endorsements and Traffic Safety Violations Matrix

LOW
Low offenses include lower-level administrative functions such as accuracy, completeness, or timeliness of paperwork and reporting. Low offenses include but are not limited to the following:

3A - Fails to ensure driver meets all administrative requirements.	
Examples	<ul style="list-style-type: none"> • Conducts skills testing without driver proof of insurance. • Fails to verify driver has a valid PDL and CLP. • Fails to verify current medical certificate.
First Offense	<ul style="list-style-type: none"> • Education Letter
Second Offense	<ul style="list-style-type: none"> • Warning Letter • DOL Supplemental Training and/or Corrective Action Plan
Third Offense	<ul style="list-style-type: none"> • Up to a maximum of 30-day suspension
Fourth Offense	<ul style="list-style-type: none"> • DOL to determine next actions.

3B – Non-Critical documentation errors that do not affect issuance.	
Examples	<ul style="list-style-type: none"> • Fails to submit required documentation in a timely manner. • Fails to submit completed/legible documentation. • Fails to enter vehicle gross weight. • Fails to enter correct plate number (tractor plate number vs vehicle plate number).
First Offense	<ul style="list-style-type: none"> • Education Letter
Second Offense	<ul style="list-style-type: none"> • Warning Letter • DOL Supplemental Training and/or Corrective Action Plan
Third Offense	<ul style="list-style-type: none"> • Up to a maximum of 30-day suspension
Fourth Offense	<ul style="list-style-type: none"> • DOL to determine next actions.

3C – Critical documentation errors that prevent issuance.	
Examples	<ul style="list-style-type: none"> • Fails to enter correct Start/End times in CSTIMS • Fails to enter correct representative vehicle type in CSTIMS.
First Offense	<ul style="list-style-type: none"> • Education Letter
Second Offense	<ul style="list-style-type: none"> • Warning Letter • DOL Supplemental Training and/or Corrective Action Plan
Third Offense	<ul style="list-style-type: none"> • Up to a maximum of 30-day suspension
Fourth Offense	<ul style="list-style-type: none"> • DOL to determine next actions.

ATTACHMENT B: COMPLIANCE MATRIX

Licensing Endorsements and Traffic Safety Violations Matrix

3D - Fails to maintain administrative contract requirements.	
Examples	<ul style="list-style-type: none"> • Allows insurance to lapse. • Lowers insurance limits. • Cancels insurance or bond.
First Offense	<ul style="list-style-type: none"> • Immediate stop service until resolved and proof provided to DOL
Second Offense	<ul style="list-style-type: none"> • Immediate stop service until resolved and proof provided to DOL • DOL to determine next actions.

3E - (CDL Specific) Fails to upload into CSTIMS a copy of the customers' documents.	
Examples	<ul style="list-style-type: none"> • Scoresheet. • Receipt • Driver Status Report
First Offense	<ul style="list-style-type: none"> • Education Letter
Second Offense	<ul style="list-style-type: none"> • Warning Letter • DOL Supplemental Training and/or Corrective Action Plan
Third Offense	<ul style="list-style-type: none"> • Up to a maximum of 30-day suspension
Fourth Offense	<ul style="list-style-type: none"> • DOL to determine next actions.

3F - (CDL Specific) Fails to comply with established CSTIMS scheduling rules.	
CDL Examples	<ul style="list-style-type: none"> • Conducts skills test 2 days after scheduling. • Conducts skill test without entering schedule. • Fails to submit correct test route on CSTIMS. • Schedules full test when performing partial test only. • Fails to adhere to the established waiting period after previous failure.
First Offense	<ul style="list-style-type: none"> • Education Letter
Second Offense	<ul style="list-style-type: none"> • Warning Letter • DOL Supplemental Training and/or Corrective Action Plan
Third Offense	<ul style="list-style-type: none"> • Up to a maximum of 30-day suspension
Fourth Offense	<ul style="list-style-type: none"> • DOL to determine next actions.

ATTACHMENT C: CDL EXAMINER REQUEST FORM**Commercial Driver License
Third Party Examiner Request**

As a result of your commercial driver training provided by your school district or a transit organization, you can send this form to CDL Centralized Scheduling for authorization to skills test with a Third Party Examiner. The CDL skills testing fees will be collected by your Third Party Examiner, when applicable.

Before your skills test can be scheduled you must submit this form and the completed Employer training certificate. Once we reply your forms have been approved, the skills test can be scheduled.

This form is intended for use with a contracted ESD, School District, or Transit entity. All requests from non-contracted entities, must follow centralized scheduling procedures.

***This form must be filled out, signed, and submitted electronically.
Use the SUBMIT button on this form when completed. We will not accept handwritten forms.***

Driver information

Driver name (<i>Last, First, Middle initial</i>)		Washington driver license number
10-digit phone number	Email	

Training organization (check one)☐ **School district**

School district and contractor (<i>if applicable</i>)		
Name of authorized representative trainer		
Fee submitted to (<i>provide name of agency, company, individual, etc.</i>)	Skills test fee amount	Receipt provided? <input type="checkbox"/> Yes <input type="checkbox"/> No

☐ **Transit organization**

Transit department	
Name of authorized representative trainer	
10-digit organization phone number	Organization email

I understand that the Department of Licensing has the right to refuse this request in the interest of public safety.

Authorized representative—When completed, sign below and submit this form using the **Submit** button.

By typing your name on the signature line, you declare under penalty of perjury under the law of Washington that the information you have provided is true and correct.

Date and place signed

X

Authorized representative **typed** signature

Submit

ATTACHMENT D: EXAMINER ATTESTATION FORM

Name:	Date:

1. I attest to reading the contract between the Contractor and the Department of Licensing, specifically the Statement of Work (SOW). The SOW outlines my duties and responsibilities as a Third-Party Examiner. ☐
2. Any disciplinary actions taken by the Department will be reflected on me as the Examiner. ☐
3. I have been provided a copy of Attachment B: Compliance Matrix and understand the consequences outlined in the document. ☐
4. I understand I am not able to test an individual that I have trained. ☐
5. I will keep all information regarding drivers who are being tested confidential. ☐
6. It is my responsibility to maintain my eligibility by conducting 10 tests per calendar year. ☐
7. I will provide service to all classes of vehicles I am contracted and certified to test. ☐

Signature: _____ Date: _____

ATTACHMENT E: TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agree as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income or LEP, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix B, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, low-income or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FMCSA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FMCSA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FMCSA may determine to be appropriate, including, but not limited to withholding payments to the contractor under the contract until the contractor complies; and/or canceling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FMCSA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ATTACHMENT E: TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 et seq. and 49 C.F.R. § 303.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex).
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), ("which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.").
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 --12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, sex, age, disability, low income or LEP)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination. This includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100).

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.), as implemented by 49 C.F.R. § 25.1 et seq.

ATTACHMENT F: DATA DISPOSITION

Date of Disposition: _____

All types of data dispositions under [308-100-140\(8\)](#) WAC are required by DOL upon expiration or termination of a Contract.

These items are to be returned to the DOL Contract Manager within 15 days of Contract expiration or termination:

- ☐ All unused CDL tester logs
- ☐ All route information
- ☐ All Commercial Driver's Guides provided by DOL
- ☐ All Examiner's Manuals
- ☐ All Contractor completed and uncompleted Score Sheets

The DOL will retain all books, records, documents, and other materials relevant to this Contract for six years after contract ending date and make them available for inspection by persons authorized under this provision.

By signing below, I hereby certify that the data disposition requirements as provided in DOL Contract No. _____, have been fulfilled as indicated above.

(Signature) (Date)

(Print Name and Title)

Upon Contract Termination, this form is to be returned to the DOL Contract Manager at the address provided below.

Sarah Young
DOL Contract Manager
Department of Licensing
PO Box 9030
Olympia WA 98507-9030

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ATTACHMENT G: FEE STRUCTURE

Contractor shall list all costs associated with Skills Examinations and/or services provided. This list is to be updated annually and in the event of any changes throughout the year. Enter all that applies.

Independent Examiner _____

School District Examiner _____

Transit Organization Examiner _____

Fees are as follows:

Exam _____

Electronic Transaction Charge _____

Truck Rental _____

Fuel _____

Other _____

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ATTACHMENT H: DOL PRIVACY AND DATA SECURITY REQUIREMENTS**1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meanings set forth below. Most terms used throughout this Contract are defined in RCWs 46.22.010, 46.04.652, 46.04.209, and 46.04.1615, and applicable WAC. If there is a conflict between the definitions in this Contract and definitions appearing in the RCW or WAC, the RCW or WAC will take precedence.

- a) **“Data Breach”** means an unauthorized acquisition, loss of control or exposure to an unauthorized person or business, or Misuse of Personal Information. Ransomware and unauthorized Offshoring of Personal Information are included in this definition.
- b) **“Incident”** means an event that confirms, or is reasonably thought to be, the unauthorized access to, or Misuse of, Personal Information. Ransomware attacks are included in this definition.
- c) **“Misuse”** means the access, disclosure or use of Personal Information without the express, written authorization from DOL in a data sharing Contract. “Misuse” also includes a violation of any privacy requirement outlined this Contract.
- d) **“Offshoring”** means the electronic or hardcopy transmission, accessing, viewing, capturing images, storage, or processing of Personal Information outside the United States.

2. CATEGORIZATION OF DATA

The classification of the Data collected and shared under this Agreement includes Category 3 – Confidential Information Requiring Special Handling. This category of data is also known as ‘Protected Personal Information’, ‘Personally Identifiable Information (PII)’ and/or ‘Personal Information’.

3. INCIDENT OR DATA BREACH NOTIFICATION

Contractor must notify DOL when it reasonably believes an Incident or Data Breach has occurred, including Incidents and Data Breaches involving a Subcontractor providing services under this Contract at each of the following:

DOL Help Desk, phone: (360) 902-0111,
 DOL Contract Manager, phone: (360) 902-3917, and
 DOL Event Management, email: DOLEventMgmt@dol.wa.gov

In addition to the above requirement to notify DOL, Contractor must also comply with all applicable laws that require the notification of individuals as required by RCW 19.255.010, or other law as applicable. Contractor must cooperate with DOL to notify individuals as determined by DOL or other legal authority.

Contractor must disclose the Incident or Data Breach to DOL prior to any notification to the public.

Contractor is responsible for all costs, including, but not limited to, notification and credit monitoring costs resulting from an Incident or Breach. This includes DOL's costs for responding to the Incident or Breach.

For purposes of this provision, unauthorized disclosure includes the disclosure to any employees or subcontractor of Contractor who do not have a direct business need to access the Personal Information.

4. INCIDENT OR BREACH RESPONSE

When Personal Information is involved in a Data Breach or Incident, the Contractor has a duty to cooperate with DOL's investigation, as a routine part of DOL's incident response plan. In response to any Incident or Data Breach, Contractor must:

- a. Participate in the exchange of information related to the Incident or Data Breach,
- b. Cooperate in the investigation of an Incident or Data Breach, and
- c. Make personnel available to participate in DOL's incident response team.

ATTACHMENT H: DOL PRIVACY AND DATA SECURITY REQUIREMENTS**5. PRIVACY**

The Contractor must have a privacy framework. At a minimum, the framework must include principles and methodologies for identifying and managing privacy risks, including the following:

a. Privacy Policy

Contractor must have a privacy policy that:

- 1) Declares data is managed as an asset of the organization, and outlines appropriate controls for the protection of data, and
- 2) Sets an expectation that all personnel will secure, use, and dispose of Personal Information in alignment with Contractor's privacy and security practices, which must collectively align with these Privacy and Data Security Requirements.

b. Privacy Notice

Contractor must have a privacy notice available to inform the public how Contractor gathers, shares, uses, discloses, and manages Personal Information. This notice must appear on, and be easily recognizable to persons visiting the Contractor's website where Applicants register for training or examinations.

A copy of this notice must also be posted in their place of business where Applicants provide Personal Information to the Contractor or Subcontractor.

c. Incident Response Plan

Contractors are required to have an incident response plan to respond to an Incident or Data Breach. At a minimum, the plan is to include:

- 1) Procedures the Contractor uses to prepare for, detect, respond to, and recover from Incidents or Data Breaches,
- 2) Notification to DOL; and
- 3) Notification in accordance with chapter 19.255 RCW.

d. Training

Contractor must provide annual training to all Employees and Subcontractors who have access to Personal Information on its privacy policy and keep a record or log that reflects this annual requirement has been met. Contractor may use the following training video to satisfy the above requirements if they do not have their own equivalent in-house training- <https://www.youtube.com/watch?v=uylbgjsVsKs>.

6. DATA SECURITY REQUIREMENTS – ELECTRONIC RECORDS

All Personal Information in Electronic form, including recorded conversations, must be secured as follows:

The Contractor must protect Personal Information with administrative, technical, and physical measures that meet generally recognized cyber security industry standards and best practices, including those established by Washington Technology Solutions (WaTech). Examples of acceptable cyber security industry standards and best practices include:

- ISO 27002.
- PCI DSS.
- NIST 800 series; and
- WaTech IT Security Policies and Standards (SEC series)
- DOL will audit to the standards in WaTech IT Security Policies and Standards (SEC series) when Contractor does not have an industry standard acceptable to DOL in place to secure electronic information.

ATTACHMENT H: DOL PRIVACY AND DATA SECURITY REQUIREMENTS

The Contractor must meet the following minimum standard requirements for systems processing Personal Information. Contractor's controls for each topic must align with the selected industry standard or as otherwise required by DOL below:

- a. **NETWORK SECURITY** – Contractor must:
 - 1) Use a network firewall that protects in-scope systems from untrusted networks,
 - 2) An intrusion detection system or techniques that detect and or prevent intrusions on the in-scope network, and
 - 3) Perform quarterly vulnerability penetration tests.
- b. **ACCESS SECURITY** – Contractor must have active user authentication, that at minimum:
 - 1) Uses a unique user ID and complex password,
 - 2) Password/passphrase expiration requirements must not exceed 120 days and must be documented in the Contractor's security program; OR password length must be a minimum of 15 characters with a maximum 365-day expiration, and
 - 3) Prohibits the use of generic and shared accounts.
- c. **APPLICATION SECURITY**
 - 1) Contractor shall maintain in-scope systems, receive software and subsequent upgrades, updates, patches, and bug fixes that must, at minimum, be maintained and supported such that the software is at all times secure from known vulnerabilities ranked "High" or above.
 - 2) All web applications must minimally meet all the security controls as generally described in either:
 - i. The Open Web Application Security Project Top Ten (OWASP Top 10), or
 - ii. The CWE/SANS TOP 25 Most Dangerous Software Errors
- d. **COMPUTER SECURITY** – Contractor must:
 - 1) Maintain in-scope operating systems, and software updates and patches, no less than monthly so they each remain secure from known vulnerabilities ranked "High" or above, and
 - 2) Have an active anti-malware solution with signatures updated no less than weekly.
- e. **DATA STORAGE**
 - 1) Contractor must maintain a list of all in-scope computing systems storing, processing, or transmitting Personal Information.
 - 2) Personal Information may not at any time be processed on or transferred to any detachable portable storage medium.

NOTE: Laptop/tablet computing devices are not considered portable storage medium when installed with end-point encryption.
- f. **ELECTRONIC DATA TRANSMISSION**

Contractor must secure all internal and external electronic data transmissions of Personal Information with strong encryption as defined at <https://www.pcmag.com/encyclopedia/term/strong-encryption>.

ATTACHMENT H: DOL PRIVACY AND DATA SECURITY REQUIREMENTS**g. DATA AT REST**

Contractor must encrypt Personal Information while at rest with strong encryption as defined at <https://www.pcmag.com/encyclopedia/term/strong-encryption>.

h. DATA MINIMIZATION

Contractor must have a policy for the retention of Personal Information. Contractor must only retain Personal Information for the duration of time needed to fulfill the use for which it was obtained, as well as any legal requirements to retain the record for the minimum required retention period in General Terms and Conditions- Section 8 *Records Maintenance*.

i. DATA AND MEDIA SANITIZATION

Contractor must have a data and media sanitization policy that aligns with current guidelines and definitions in NIST SP 800-88, to include:

- 1) "Clear" or "clearing" applies when removing Personal Information from media once the Personal Information has met the retention policy required in Section 6.h, *Data Minimization*, of this attachment, or as directed by DOL.
- 2) "Purge" or "purging" applies when removing Personal Information from media when media are reused for purposes within the organization but will not store Personal Information.
- 3) "Destroy" or "destroying" applies when removing media that stored Personal Information when the media is not going to be reused by the organization.
- 4) Unless explicitly required by law, Contractor must provide one or more certificates of Clearing Personal Information, Purging Personal Information from media, or Destroying media storing Personal Information, within thirty (30) days of:
 - I. Written request by DOL, or
 - II. Termination of this Contract.

7. DATA SECURITY REQUIREMENTS – HARD COPY RECORDS

The Contractor must secure all Personal Information in hard copy form as follows:

a. HARD COPY STORAGE

Printed copies must be stored in locked containers or storage areas when not in use by authorized persons. Examples include a physically secure workspace, locked cabinets, or vaults. Hard copy documents must never be unattended or in areas accessible to the public.

b. HARD COPY TRANSPORTATION

- 1) Hard copy documents containing Personal Information taken outside a secure area must be in the possession of an authorized person, or a trusted courier providing tracking services.
- 2) Records must be maintained for all transported hard copies showing the person(s)/courier(s) responsible for such transportation, including the receiving party.

8. DATA SECURITY REQUIREMENTS – OFFSHORING**a. OFFSHORING – ELECTRONIC RECORDS**

Contractor must maintain the primary, backup, disaster recovery and other sites for processing or storage of Personal Information only from locations in the United States.

- 1) Contractor may not, without advance written approval from DOL:
 - i. Directly or indirectly (including through subcontractors) transmit Personal Information outside the United States, or
 - ii. Allow access to Personal Information from outside the United States.

ATTACHMENT H: DOL PRIVACY AND DATA SECURITY REQUIREMENTS**b. OFFSHORING – HARD COPY**

Contractor must maintain all hard copies containing Personal Information only at locations in the United States.

9. PERMISSIBLE USE REQUIREMENTS**a. PERMISSIBLE USE**

Contractor may only use Personal Information for purposes strictly limited to Contractor's obligations under this Agreement to maintain and use such information to allow Applicants to register and take the written and practical examination. Any other use of Personal Information is strictly prohibited without the prior written consent of the individual. This prohibition includes, without limitation, the use for unsolicited business contact, or other commercial purposes unless specifically authorized by DOL in writing or otherwise as directed by law.

The term "unsolicited business contact" means a contact that is intended to result in, or promote, the sale of any goods or services to a person named in the disclosed information. The term "commercial purposes" means using or intending to use information for the purpose of facilitating a profit-expecting business activity. Any breach of this clause may result in immediate termination of this Contract.

b. DATA USE AND TRAINING

Contractor must institute and maintain written policies to ensure Personal Information is only collected and used as authorized herein. At a minimum, the policies must address training for all personnel with access to Personal Information. Training must include:

- 1) Authorized use(s) of Personal Information as authorized in the Contract,
- 2) Limitations on the collection of Personal Information other than authorized in the Contract,
- 3) Penalties for violations of the Contract, and
- 4) Identifying and reporting an Incident or Data Breach of Personal Information.

Contractor may use the following training video to satisfy the above requirements if they do not have their own equivalent in-house training- <https://www.youtube.com/watch?v=uylbgjsVsKs>.

c. MONITORING PERSONNEL

Contractor must implement administrative, technical, or physical methods to monitor personnel and Subcontractors for compliance with the authorized collection and use of Personal Information in this Contract across all business practices. Methods must address monitoring collection, access to, and use of, Personal Information.