



STATE OF WASHINGTON

WASHINGTON STATE LOTTERY

P.O. BOX 43000 • Olympia, Washington 98504-3000 • (360) 753-1412

MEMORANDUM OF AGREEMENT

Pursuant to RCW 67.70.255 and WAC 315-06-125, any state agency or political subdivision that maintains records of debts or that the state is authorized to enforce or collect, may submit data processing files containing debt information to the Lottery for the purpose of identifying persons indebted to the agency who are entitled to lottery prizes. The Lottery shall specify the format in which these files shall be submitted. The purpose of this Memorandum of Agreement is to set forth procedures pertaining to submission of the files to the Lottery.

This agreement does not alter or eliminate any requirements of RCW 67.70.255 or WAC 315-06-125, but is designed to clarify the specifics and timing of the information transferred to the Lottery.

- Participating agencies shall submit a file of debtors to the Lottery every 30 days. The data shall be effective for a duration of 30 days after the date specified in the debt file.
- Participating agencies will provide the debt files in one of the following two methods:
 - 1) On a server which is accessible to the Washington State Lottery via File Transfer Protocol (FTP). The Lottery will transfer it from there. This is the preferred method.
 - 2) On an 18 track IBM 3480 compatible tape.
- On the weekend following acceptance of the files, the Lottery shall load the files into its data processing system.
- In the event of a Lottery winner/agency debtor match, Lottery personnel shall contact the agency with which the debtor has a debt.
- Each participating agency shall establish a contact person and two back-up persons for Lottery personnel to contact.
- Should an agency wish to exercise its right to withhold lottery winnings, the debt must be verified by submitting to the Lottery headquarters office in Olympia a facsimile or photocopy of a judgment or final order which is the basis for the debt. Verification of the debt must include the amount owed to the agency.

- If the agency does not verify the debt within two working days of notification by the Lottery, the Lottery shall release the prize payment to the winner.
- The Lottery and participating agencies agree to safeguard the personal information of claimants and debtors from unauthorized or unnecessary disclosure, pursuant to Executive Order 00-03 and the applicable policies and rules of their respective agencies.

Bill Chamberlain
Washington State Lottery
RETAILER SERVICES MANAGER
Title
7-18-02
Date

Scott
Labor and Industries
Collections Manager
Title
7-18-02
Date

INTERAGENCY AGREEMENT
BETWEEN
STATE OF WASHINGTON
DEPARTMENT OF LABOR & INDUSTRIES
AND
DEPARTMENT OF LOTTERY

BACKGROUND

On December 15, 1992, pursuant to RCW 67.70.255 and WAC 315-06-125, the Department of Lottery and Department of Labor & Industries entered into a Memorandum of Agreement for the purpose of identifying persons indebted to L&I who are entitled to lottery prizes. The Memorandum of Agreement establishes and describes the procedure by which L&I will submit the debtor information to Lottery, as well as the form (data processing tapes) and time intervals the information will be submitted.

L&I and Lottery have recently reviewed and decided to modify the procedure and form of the information exchange. In addition, to comply with the Governor's Executive Order 00-03 on Protection of Privacy, both parties agree to modify the procedure and form of the information exchange and replace the Memorandum of Agreement in its entirety with this Interagency Agreement.

Therefore, pursuant to the authority granted by RCW 67.70.255, WAC 315-06-125, this non-financial Interagency Agreement is made and entered into by and between the Washington State Department of Labor & Industries (hereinafter called "L&I") and Washington State Department of Lottery (hereinafter called "Lottery").

PURPOSE

The purpose of this Interagency Agreement is to establish and describe the new procedure and format by which L&I will submit the debtor information to Lottery for the purpose of identifying lottery winners who are indebted to L&I. This Agreement also replaces the Memorandum of Agreement signed between both parties on December 15, 1992.

In consideration of the terms and conditions contained herein or attached and incorporated and made a part hereof, the parties mutually agree as follows:

TERMS & CONDITIONS

All rights and obligations of the parties to this Agreement shall be subject to and governed by the following terms and conditions:

STATEMENT OF WORK

Following are the new procedure and format (replacing the procedure and format described in the Memorandum of Agreement signed between both parties on December 15, 1992) by which L&I will submit the debtor information to Lottery for the purpose of identifying lottery winners who are indebted to L&I:

1. L&I will prepare a disk file (containing information of individuals who are indebted to L&I) on the DIS IBM mainframe in the current format and make that file available to Lottery through FTP download to be initiated by Lottery. A new disk file will be prepared by L&I and made available to Lottery at intervals between 7 and 30 days.
2. L&I will send an e-mail to an e-mail address to be provided by Lottery each time the contents of the file have been renewed or changed. The e-mail will list the name of the file and number of records on the file.
3. Lottery shall load the file into its processing system no later than one week after receipt of e-mail from L&I. Lottery will perform cross matching of debtors (identification of individuals indebted to L&I who are entitled to lottery prizes) as deemed necessary by Lottery and notify L&I if and when an appropriate match occurs.
4. Within two (2) working days upon notification by Lottery of a match, L&I will send Lottery, via FAX, the necessary documentation or proof to verify the existence and/or validity of the debt..
5. The data/information provided by L&I in the disk file shall be deemed effective from date the file is loaded into the Lottery's processing system until the next loading of file or 31 days elapse whichever is less.

COMPENSATION

This is a non-financial agreement. Neither party shall compensate the other party for services rendered under the terms of this Agreement.

PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence on execution by the parties, and continue until terminated by either of party as provided herein.

CONTRACT MANAGEMENT

L&I and Lottery shall each assign a Contract Manager to serve as the point of contact and provide the assistance and guidance necessary for the performance of this Agreement. The Contract Manager assigned by each party is shown as follows:

Contract Manager for the Lottery
Name: Ron Robbins, Lottery
Mailing address: PO Box 43000
Olympia, WA 98504
E-mail address: robbinr@lottery.wa.gov
Phone No.: 360-664-4708

Contract Manager for L&I
Karen Peterson
Department of Labor & Industries
PO Box 44273
Olympia WA 98504-4273
E-mail address: PETD235@lni.wa.gov
Phone No: (360) 902-5832

MEMO OF UNDERSTANDING (Memo)

Any instructions that either Contract Manager determines to address more than day-to-day concerns, but do not modify the terms of this contract, shall be documented by a *Memo of Understanding*. L&I and Lottery shall document to each other through written, numbered *Memos of Understanding* any communications that clarify sections or address details of the Agreement.

CONFIDENTIALITY AND DATA SENSITIVITY

L&I may review, update or revoke personal access authorizations at any time.

1. The Lottery agrees to maintain as confidential and not to divulge, publish or otherwise make known to unauthorized persons confidential information accessed under this Agreement. The Lottery shall include such requirements of confidentiality for all staff that have access to the confidential data pursuant to this Agreement
2. The Lottery agrees that all materials containing confidential information received pursuant to this Agreement, shall not be disclosed to other persons without L&I's written consent except as may be required by law. Such confidential information and materials include, but are not limited to:
 - 2.1 Information derived from or containing patient records, claimant file, and medical case management report information; and relations with L&I's clients and its employees;
 - 2.2 Computer data information, computer-oriented systems, systems-related data, software;
 - 2.3 Study findings and recommendations, and financial affairs;
 - 2.4 Passwords, access codes, and any other information which may be classified as confidential by L&I according to statute and administrative policies regarding data security and state computer resources; and
 - 2.5 Any other information which may be classified as confidential under applicable state and federal laws.
3. The Lottery agrees to utilize reasonable security procedures and protections:
 - 3.1 Which are designed to assure that confidential information is not disclosed to persons other than staff who also agree to such confidentiality requirements; and
 - 3.2 Which protect information from unauthorized use, disclosure, alteration, or destruction.
4. The Lottery agrees to comply with the following computer security practices:
 - 4.1 Change passwords frequently.

- 4.2 Avoid passwords which are easily guessed or have a personal meaning, e.g. spouse's or child's name. Combinations of letters, numbers and special characters are best.
- 4.3 Keep passwords a secret. Lottery shall not post passwords on terminals or leave them on desks. L&I Administrative Policy 7.05 states *Each employee is directly responsible for protecting the confidentiality of passwords and other electronic data processing (EDP) security procedures.*
- 4.4 Accept responsibility for logon ID. Logon IDs are assigned to individual firms. The firm is responsible for actions taken and messages sent using its assigned logon ID. Do not allow any person to use a logon ID other than the person to whom it is assigned. If additional logon IDs are required, notify L&I.
- 4.5 Logoff or lock the terminal before leaving it. Terminals can be locked if the logon is through TPX by typing /L on the command line of the TPX menu screen and pressing ENTER. Type the password and press ENTER to get back to the TPX menu screen.
- 4.6 Report to L&I any instance which appears to compromise data security.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976, and shall be owned by L&I. Data shall include, but not be limited to data extracts, medical case management reports or claimant file information provided by L&I, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, videos, tapes, and/or sound reproductions, and any other data or work products resulting from this contract. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

TERMINATION

Except as otherwise provided in this Agreement, either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified, or amended only by written agreement executed by both of the parties hereto. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind L&I and the Lottery.

ASSURANCES

L&I and the Lottery agree that all activity pursuant to this Agreement will be in accordance with all the applicable current or future federal, state and local laws, rules, and regulations.

JURISDICTION

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

WAIVER

Any waiver by any party hereto with regard to any of its rights hereunder shall be in writing and shall not constitute a waiver to any future rights such party might have hereunder.

SEVERABILITY

If any provision of this Agreement or any provision of any document 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, or part thereof if such remainder conforms to the terms and requirements of applicable law and the intent of this agreement, and to this end the provisions of this Agreement are declared to be severable.


ALL WRITINGS CONTAINED HEREIN

This contract sets forth in full all the terms and conditions agreed upon by the parties. Any other agreement, representation, or understandings, verbal or otherwise, regarding the subject matter of this Agreement shall be deemed to be null and void and of no force and effect whatsoever. The persons signing below warrant that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Washington State Lottery

State of Washington
Department of Labor and Industries



Name: Merritt D. Long Date
Title: Director

 9/22/00

Assistant Director Date
Insurance Services Division

APPROVAL AS TO FORM ONLY

Approval on file 10-2-00

Penny Allen, AAG Date