

## Wisconsin Department of Transportation Division of Motor Vehicles

**Automated Processing Partnership System**(APPS)

**Program Standards** 

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## **SECTION 1.0 APPS PROGRAM DESCRIPTION**

Wisconsin's Automated Processing Partnership System (APPS) is a private-public partnership with dealerships, financial institutions, fleets and other business partners that, as Agents of the Wisconsin Division of Motor Vehicles (DMV), title and register vehicles for themselves or their customers. The program is authorized under s. 341.21, Wis. Stats. and. chs. Trans 141 and 156, Wis. Admin. Code. The overall goal of the program is to provide more options for customers to receive efficient and convenient service.

Agent is able to electronically process title applications and vehicle registrations and issue Title and Registration Materials to customers, on-site at Agent's place of business. DMV may limit the types of transactions Agents are authorized to complete. For example, only an Agent that is a financial institution may clear its own lien from DMV database. Some Agent types are authorized to print certificates of title on site. Agents complete transactions through a private Vendor's electronic software system. Vendor's system transmits transaction data to DMV host system for processing, eliminating duplication of processing by DMV personnel. Agent submits documentation to DMV for electronic storage in the method prescribed by DMV. Funds are transferred electronically from Agent to DMV's bank account through a private Vendor's electronic system.

#### 1.1 APPS Program Standards

APPS Program Standards are the technical and qualitative specifications necessary to establish and maintain consistency and uniformity of the APPS program. These specifications address, among other things, product specifications, security requirements, communication protocols, information transfer requirements and general policies and procedures to be followed by all Agents and Vendors in the use of any APPS application.

The APPS Program Standards are intended to provide any potential Vendor with sufficient background, process and technical details regarding the APPS program to consider whether they can prepare a proposal that meets DMV's requirements.

The APPS Program Standards are also the criteria DMV shall use for reviewing and evaluating Agent and Vendor performance. DMV shall conduct periodic reviews of Agents and Vendors to evaluate performance and compliance with the standards.

#### 1.2 Definitions

- A. "Agent" means a Wisconsin licensed new or used vehicle dealer, a financial institution, or another entity approved by DMV to perform Agent Transaction Services and that agrees to comply with the APPS Program Standards of DMV.
- B. "Agent Transaction Services" ("ATS") means those services provided by Agent with an established system provided by Vendor which allows Agent to title, junk and register vehicles with DMV on behalf of its customer, issue Title and Registration Materials to such customers, and to remove its own lien from DMV records, as well as other transactions provided for in the APPS Program Standards.

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- C. "ATS System" means the particular Agent Transaction Services software product provided by Vendor to its Agents through Vendor Network.
- D. "Authorized User" means an individual who is authorized, pursuant to the provisions of the Contract, User Agreement and procedures adopted by Vendor and DMV in furtherance of the Contract, to access Vehicle/Driver Records and to file Vehicle Record information electronically via the ATS System that is established by the Contract.
- E. "Automated Processing Partnership System (APPS) Program" means the overall program in which Agents process vehicle title and registration transactions through Vendor's ATS System, as described in ch. Trans 156, Wis. Admin. Code.
- F. "Complete" means Agent's action to save all necessary data for an electronic title and/or registration transaction, finishing the transaction and issuing Title and Registration products.
- G. "Contract" means the written Electronic Title/Registration Processing Contract APPS Agent between DMV and Agent.
- H. "DMV Database" means a collection of Vehicle/Driver Records filed with the State of Wisconsin.
- I. "DMV System" means any DMV system used to authorize or execute the processing of title and registration transactions.
- J. "Electronic Fund Transfer" ("EFT") means the electronic transfer of money.
- K. "Junk" means a condition of a vehicle that is incapable of operation or use upon a highway and has no resale value except as a source of parts or scrap; "Junk" also means the act of updating a vehicle record in DMV Database to indicate the vehicle has that condition.
- L. "Pend" means Agent's action to enter all necessary data into an ATS System for an electronic title and registration transaction and saves the data but does not complete the transaction. The transactional data updates the DOT database and maintains the title and registration transaction ready for completion. Agent has submitted no funds to DMV and has issued no products (with the possible exception of a temporary license plate and/or temporary certificate of registration) for the title and registration transaction.
- M. "Title and Registration Materials" means items that substantiate evidence of vehicle ownership and registration, including but not limited to license plates and registration stickers as described in ch. 341, Wis. Stats. the blank certificate documents used to print certificates of title and any other materials issued by DMV.
- N. "Transaction" means a vehicle title or registration transaction.

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- O. "User Agreement" means the written sworn statement signed by the Authorized User to attest that the Authorized User will uphold the requirements of the APPS Program Standards.
- P. "Vehicle/Driver Records" means the vehicle title, registration and driver license records of DMV maintained on the State of Wisconsin's database.
- Q. "Vendor" means a provider of an ATS System approved by DMV.
- R. "Vendor Agreement" or "Agreement" means an Agreement between DMV and Vendor.
- S. "Wisconsin Division of Motor Vehicles (DMV)" means the division within the Wisconsin Department of Transportation which governs the registration and issuance of Title and Registration Materials pursuant to Wisconsin law and regulation.

#### SECTION 2.0 POLICIES AND PROCEDURES FOR AGENT OPERATION

DMV may designate and appoint Agent, for the purpose of using APPS to access and update the vehicle registration database with DMV, subject to applicable state and local law and the APPS Program Standards.

## 2.1 Appointment

DMV will consider applicants requesting appointment as Agent based on its ability to comply with the provisions in s.156.04, Wis. Admin. Code.

#### 2.2 Inventory and Inventory Security

DMV may permit Agents to possess an inventory of Title and Registration Materials based on its processing activities. Inventory volume shall be determined by DMV. Agent shall have established procedures to ensure the security of Title and Registration Materials. Title and Registration Materials shall be secured in a locked cabinet, drawer or safe during non-business hours. Title and Registration Materials that are not being used on a business day shall also be kept secure in a locked area. Agent is responsible for the security of the Title and Registration Materials.

#### 2.2.1 Access to Inventory

Agent shall prohibit anyone who is not an Authorized User from accessing Title and Registration Materials. Agent shall collect all keys to locked areas and conduct a full inventory of Title and Registration Materials immediately after the termination of an Authorized User employed by Agent. Agent shall conduct a full inventory of Title and Registration Materials whenever a new user or employee has access to Title and Registration Materials.

#### 2.2.2 Title and Registration Materials

A. Agent or Vendor may order the initial supply of Title and Registration Materials for delivery to Agent by the date the ATS System first becomes operational. First

- operational date of the ATS System shall be indicated on the initial order. Agent or Vendor shall allow a minimum five-business-day turnaround for orders.
- B. Vendor shall notify DMV APPS Program Manager ten days prior to the scheduled installation date; that is, the first date ATS System is operational, for Agent type allowed to stock certificates of title. DMV shall authorize shipment of title stock to Agent and provide an order form with the authorization code to Agent. Agent orders title stock in the method prescribed by DMV.
- C. Agent is responsible for reordering Title and Registration Materials and shall submit its Title and Registration Material orders using the process established by DMV. DMV will fill order for Title and Registration Materials within 2 weeks after order.
- D. Upon receipt of the assigned inventory, Agent representative shall immediately verify the inventory shipment against the packing slip. Agent shall report any discrepancies between the packing slip and the inventory shipment within 24 hours or the packing slip shall be deemed accurate. Contact DMV License Plate and Postal Services Unit at (608) 266-1473 immediately upon discovery of any discrepancy.
- E. If Agent discovers Title and Registration Materials are missing after delivery, Agent shall notify DMV License Plate and Postal Services Unit via the process available through DMV within 24 hours, or during the next business day, whichever is later after discovery.
- F. If Agent discovers Title and Registration Materials are lost, stolen or damaged, Agent shall:
  - 1) Notify DMV of the reason for loss via the process available, within 24 hours, or during the next business day, whichever is later after discovery.
  - 2) Return damaged inventory at Agent's expense to the following address:

Wisconsin Department of Transportation License Plate and Postal Services Unit 4822 Madison Yards Way Madison, WI 53705

G. Agent shall return any expired stickers at Agent's expense from the previous year by January 31<sup>st</sup> of the current year to the following address:

Wisconsin Department of Transportation License Plate and Postal Services Unit 4822 Madison Yards Way Madison, WI 53705

H. On June 30 each year, Agent shall conduct a physical inventory of all the license plates in its possession. An authorized Agent employee and supervisor or designee shall record the beginning and ending consecutive numbers of each type of license plate. The inventory totals shall be recorded with DMV via the process available. Agent shall notify DMV of any missing license plates.

## 2.2.3 Inventory Issuance and Adjustments

- A. DMV will make available the inventory quantity, details, and statuses to Agent.
- B. DMV recommends but does not require that Agents maintain and issue Title and Registration Materials in ascending sequential order.

- C. If a license plate and sticker have been assigned to a vehicle and the sale is rescinded after the vehicle has been operated on the road, Agent is required to return the following items to DMV License Plate Postal Services Unit
  - 1) License plate with sticker affixed
  - 2) Signed statement explaining why the license plates are being returned
- D. DMV retains the right to demand return of inventory for any reason.
- E. If Agent cancels its Contract with the Vendor and DMV, the following steps shall be performed within 24 hours of Contract cancellation:
  - 1) Notify Vendor
  - 2) Notify DMV via email at <a href="mailto:emvpartner@dot.wi.gov">emvpartner@dot.wi.gov</a> that Agent is cancelling and date of cancellation
  - 3) Reconcile the inventory on hand with the inventory recorded on DMV's system
  - 4) Return the inventory at Agent's expense with an explanation of any discrepancies to the following address:

Wisconsin Department of Transportation License Plate and Postal Services Unit 4822 Madison Yards Way Madison, WI 53705

## 2.3 Service and Product Specifications

## A. Title and Registration Materials

Most Agents shall only provide a temporary certificate of registration and issue temporary or permanent license plates sequentially when pending or completing a title transaction. Agent shall only provide a permanent certificate of registration and issue stickers when completing a registration renewal transaction. DMV shall generate the temporary and permanent certificate of registration for Agent to access through the ATS System.

## B. Title

DMV shall generate the certificate of title for agent to access through the ATS System. Agents approved for printing titles at their business locations shall produce the certificate of title after transmitting the data record to DMV.

## C. Changes to Title and Registration Materials

Agent and Vendor shall not make any changes to the certificate of registration or certificate of title.

#### D. Customer Service

DMV may consider customer complaints when evaluating Agent performance.

#### E. Minimum transaction volume requirements for Agents

The minimum required transaction quantity for Agents is an average of four per month over a 12-month period. Failure to achieve these thresholds results in the progressive discipline procedure in Section 4.0.

## F. Electronic Processing Fee

Agents may charge customers an electronic processing fee not to exceed \$38.00 for the following title transactions:

- Title and registration
- Title-only
- Repossession
- Replacement title
- Stand-alone lien add

Agents may charge customers an electronic processing fee not to exceed \$16.25 for Standalone license plate renewals.

Note: Agents may not collect an electronic processing fee from customers for the following:

- Stand-alone temporary plate
- Stand-alone lien release
- Junking a vehicle

Fees for new services offered as part of the APPS program shall be approved by DMV.

#### 1) Disclosure

Agent must disclose the electronic processing fee on the purchase contract, lease contract or loan document. The Wisconsin Title and License Plate Application shall itemize the fee.

## 2) Refund

If a customer has paid the electronic processing fee for a transaction that cannot be transmitted electronically to DMV, Agent shall refund the electronic processing fee. If a DMV system error causes the inability to complete the transaction electronically after it was successfully pended, and the customer has already received the Title and Registration Materials, Agent may keep the electronic processing fee.

## G. Mailing License Plates to Customers

Agents shall issue license plates to customers immediately. In unusual circumstances and as approved by DMV, Agents may mail license plates to customers using DMV issued license plate envelopes. Agent shall obscure the bulk rate postage printed on the envelope with its own first-class postage (i.e., a meter tape or stamps) and shall obliterate any part of the bulk rate postage that remains visible.

## H. Issuing License Plates from DMV

Agents may use APPS to process an application and have DMV mail license plates when the customer is requesting a license plate type that isn't stocked by Agent and that has been approved by DMV as a license plate type that may be issued as 'out of stock'. In these circumstances, Agent shall provide a temporary license plate to the customer.

#### I. Advertising

Agent advertising of title and registration services may not reference DMV quality or timeliness of service.

#### J. Turnaround

Agent shall process a title transaction within seven business days of the date of delivery for dealer sales, the date the loan is closed for lenders, the date a title and registration application is received for businesses offering title and registration processing services, or the date the customer appears at Agent's place of business for walk-in customers. Agent must complete registration renewal transactions on the same date the customer appears at Agent's place of business.

## K. Submission of Daily Work

Documentation for all completed transactions must be submitted to DMV within 1 business day. Agents may electronically submit completed transaction documents using the method provided by DMV or mail the bundle report described in Section 2.5 and supporting documents using the mailing labels available from DMV. If the bundle report does not print or prints incorrectly, Agent shall mail all documentation for completed transactions to DMV without the bundle report.

## 2.4 Confidentiality and Security of Inquiry Information

In addition to the requirements for confidentiality and security outlined in the contract, Agent shall adhere to all state and local laws, rules and provisions as they relate to the confidentiality and security of information.

Agent and Vendor shall provide data integrity and security and limit access to the data and DMV records as agreed in the Contracts with DMV.

Agents may access and use information and computer resources only as required for the performance of the contract with DMV. Agent cannot use information obtained from DMV records for any purpose other than the purposes specified in the contract. This specifically prohibits access to DMV records for any personal inquiries including friends, family, and coworkers, for employee recruitment, or marketing purposes.

Agent shall complete a DMV User Agreement electronically through DMV System for each individual authorized to access DMV Database.

Agent shall inform all Authorized Users of their duties and responsibilities and require them to read the APPS Program Standards.

#### 2.5 Daily Transaction Bundle Report

Agents that do not upload completed transaction documents electronically using the method provided by DMV, shall print a report of all computerized title and registration transactions completed (referred to as Bundle Report) at the end of the business day or the beginning of the following business day. On the business day following completion of the transactions, those Agents must send the Bundle Report and supporting documentation for each completed transaction to DMV in the order of the Bundle Report. Documentation shall be submitted as follows:

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- A. Agent shall submit a complete application for each transaction that appears on the Bundle Report. If the Bundle Report does not print or is incomplete, Agent shall nevertheless mail all documentation for completed transactions to DMV.
- B. Agent must record the title number and new license plate number, when applicable, on the Wisconsin Title and License Plate Application in the space provided.
- C. Agent shall submit the applications in sequential order by title number, as they appear on the Bundle Report. If Agent resets a completed transaction, the Bundle Report shall identify the transaction as a reset and include the title number and a prompt to include an MV2412, Image/Title Number Accounting form. The title number and VIN shall appear legibly on the form MV2412.
- D. If mailing paper documents, Agent shall remove all staples, paperclips, and stickers (including Post-It notes and stickers with bar codes) from all documents. Failure to remove staples, paperclips, etc. may result in damage to DMV scanning equipment. Repeated failure to properly prepare documents for scanning may cause the provisions of Progressive Discipline to be implemented. Agent may submit scanned documents electronically instead of mailing paper documents via the method as prescribed by DMV.
- E. In the case of a location that is required to submit license plate renewal and/or transactions to add or remove a lien with no change of ownership, title transfer applications shall be sorted in numerical order, as they appear on the Bundle Report.
- F. The Bundle Report and documentation shall be sent to DMV via first-class mail using the pre-printed labels provided by DMV, or by another method as prescribed by DMV.

#### 2.6 Record Retention

Agent shall securely maintain copies of all title transaction documents for five years. Copies of stand-alone lien add, and lien release transaction documents will need to be maintained securely for 60 days. All contractual agreements shall be maintained for a period of five years after completion or termination of the contract, or after DMV completes all audits, whichever is later.

Agent shall make all records less than one year old available for inspection or audit during normal DMV business hours by DMV, or its designee, at a location within the State of Wisconsin without advance notification. Vendor shall make older records available for inspection upon reasonable advance notification.

# SECTION 3.0 POLICIES AND PROCEDURES FOR VENDOR OPERATION

## 3.1 Selection of Vendors

Program participation, although available through this public interface, is subject to review and approval by DMV based on Vendor's ability to comply with the provisions in s. 156.03, Wis. Admin. Code. DMV will require a specific implementation plan prior to execution of a contract, or initiation of any technical work.

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## 3.1.1 Eligibility requirements.

Vendor is required to have a minimum of 75 agents or 50,000 transactions in order to stay in the program, after a 12-month period, with the first six months of operation as a grace period. Starting with the 18th month of vendor operation, DOT shall monitor agent and transaction volume on a monthly basis. If a vendor does not meet the requirement, the vendor's participation in the program may be terminated after 30 days per the terms in the MV2629 APPS Vendor-DOT Agreement.

## 3.2 Software Development Roles and Responsibilities

To provide a common means for communicating the various roles and responsibilities of both DMV and Vendor during the development process, the following outline represents the typical software development lifecycle:

- A. Requirements Definition
- B. Design and Development
- C. Implementation
- D. Operation
- E. Ongoing Development

## 3.2.1 Requirements Definition

During the requirements definition phase, Vendor and DMV shall work cooperatively to identify, define, and understand the various requirements of both parties in the development effort. DMV will provide technical specifications to help begin the first phase of development. DMV understands the need to provide expertise in the form of consulting and other assistance to Vendor to complete the requirements definition.

#### 3.2.2 Design and Development

Vendor is solely responsible for the design and development of its software necessary to participate in the APPS program. DMV shall provide assistance for general questions regarding the application or the network, but is not required to provide project planning, design, or development assistance.

## 3.2.3 Implementation

The implementation phase includes testing, training, and moving the application from the development environment to production. Vendor is responsible for all training, and the tasks involved in moving its application to the production environment. DMV shall assist with testing by ensuring an adequate test environment is established and available, including suitable records and other test data necessary to exercise all functionality of the application. The typical testing process for Vendor includes the following:

- A. Internal tests which are conducted within Vendor's own physical environment
- B. External tests which are conducted between Vendor and DMV's test environment
- C. DMV tests required for approval of implementation

When Vendor has completed testing in its own physical environment, it may begin testing in DMV's test environment. This testing is done at the discretion of the Vendor and may include any transaction (or portion thereof) and may be done in any order deemed necessary. DMV shall assist with this testing to the extent that it shall make the environment available and provide test records for use.

Prior to moving to production, DMV shall provide a structured set of pre-defined and pre-ordered transactions that shall be successfully completed before approval is granted for the move to production.

#### 3.2.4 Operation

After DMV approves Vendor moving the application into production, Vendor shall be responsible for problem determination and support (e.g., Help Desk) for any software developed by it. DMV will provide a Help Desk telephone number for problems with the electronic link, database, or other DMV system problems.

## 3.2.5 Ongoing Development

Vendor shall make changes necessary to comply with legislative mandates or enhancements required by DMV to improve usability or security. Vendor shall implement software changes within the time indicated by the legislature or DMV. DMV may require Vendor to submit project plans for APPS program changes for progress monitoring by DMV.

Vendor shall inform DMV, prior to implementation, of Vendor software enhancements or new software systems that change business rules or substantially alter system functionality.

## 3.3 Availability Specifications

The APPS program is generally available for both inquiry and update between the hours of 6:00 AM and 8:00 PM Monday through Saturday. The system is often available outside of those general hours, including Sundays. If Vendor Bundle Reports, financial transaction reports and ACH transmittals allow for processing outside those general hours, the ATS System may allow Agents to attempt processing later in the day and/or on Sunday. DMV performs normal maintenance on Sundays between 6:00 AM and 9:00 AM, so Agents shall avoid use during those hours. Some planned outages such as expected maintenance or other changes that could impact the system availability or production system of the Vendor may occur occasionally. DMV will notify Vendor with sufficient lead-time to allow it to make contingency plans whenever possible.

## 3.4 Agent Support & Training Requirements

Vendor shall train each Agent user on the use of Vendor's application, the processing of data to DMV and constraints and use of information as provided in these APPS Program Standards and Contract.

Vendor shall follow an installation procedure approved by DMV. Vendor shall provide updated procedures to DMV as they are made and as requested by DMV. Vendor installation procedure shall include the following at a minimum:

- A. A pre-installation meeting with Agent that addresses the following in sufficient detail to guarantee quality control:
  - 1) Review of system capabilities and key elements of APPS program; inventory and system security and control, allowable transactions, and management reporting.
  - 2) Vendor's role, including the following:
    - a) Network communications
    - b) Software changes
    - c) Audit trails
    - d) Management of Electronic Fund Transfer
    - e) Control of inventories
    - f) Training and support for all system-related questions
  - 3) Description of Workflow
  - 4) Install Process, including the following:
    - a) Bank accounts
    - b) Insurance or bonds
    - c) Training
  - 5) Review of Agent contracts
  - 6) Review of Section 2.3(F) "Electronic Processing Fee" charges
- B. An installation and training schedule and agenda that addresses the following in sufficient detail to guarantee quality control:
  - 1) Password security
  - 2) Inventory security procedures: additions, deletions
  - 3) Basic title and registration concepts as defined by DMV
  - 4) Bundle Reports and submitting daily work
  - 5) Registration time frame and documentation
- C. A post installation support model documenting the following:
  - 1) Call-in problem resolution process
  - 2) Problem escalation procedure
  - 3) Hardware support
  - 4) Ongoing training
  - 5) Inventory audits

Vendor training for Agent shall include not only the initial training but also ongoing training to cover employee turnover and other training necessary for APPS program upgrades and legislative changes. Vendor shall provide a support system for system problems including a toll-free number available Monday through Thursday 8:30 am to 8:00 pm, from 8:30 am to 7:00 pm, on Fridays and on Saturdays from 9 am to 5 pm CST. Vendor may use an on-call system to meet these requirements after 5:30 pm, Monday through Saturday.

#### 3.5 Record Retention

Vendor shall maintain all records, electronic fund transfers, inventories, and files of transactions in a manner that is necessary to perform all applicable audits for a period of five years unless DMV specifies a longer retention period. All contractual agreements shall be maintained for a period of five years after completion or termination of the contract or after DMV completes all audits, whichever is later.

Vendor shall make all records less than one year old available for inspection or audit during normal DMV business hours by DMV, or its designee, at a location within the State of Wisconsin without advance notification. Vendor shall make older records available for inspection upon reasonable advance notification.

## 3.6 Electronic Fund Transfer (EFT)

Vendor is authorized to collect, and shall collect from Agents, all fees, payments, taxes, penalties and other sums accepted by such Agents in connection with vehicle titling, registration, registration renewal and other approved services provided by Agent. DMV shall withdraw such funds via Electronic Funds Transfer (EFT) from the account of Vendor after midnight of the day after the electronic vehicle title and registration information updates DMV's system.

Agent is solely responsible for collecting all payments required for title and registration services provided under this Contract. Vendor is not a guarantor of payments owed by Agent and withdrawn by DMV from Vendor. In the event Vendor fails to receive final collected funds with respect to any Agent funds transfer, Vendor shall notify DMV within five business days and DMV shall pursue its ordinary remedies against Agent from whom or from which the transfer in question was originated.

DMV will withdraw funds from Vendor <u>only</u> after transactions have been completed. No funds may be taken by Vendor prior to Agent completing a transaction.

The process is as follows:

- A. Workday 1: Agent completes transactions.
- B. Workday 2: Vendor debits Agent's bank account.
- C. Workday 3: DMV debits Vendor's bank account.

If a due date falls on a weekend or legal holiday, the due date shall be the next business day.

Vendor shall generate a Daily Financial Detail Report as described in Section 3.8 when submitting the EFT transmission file and title and registration records to DMV. This report shall contain the transaction count and revenue amounts collected from each Agent.

#### 3.7 System Security and Audit Trails

Access and data security are of vital concern to DMV. To ensure a secure environment shall be maintained, DMV requires a minimum of three administrative steps. These steps apply to, but are not limited to: Agent Users, Vendor employees, Subcontractors, and any individual who has access to DMV Database.

#### 3.7.1 The need to *Identify*

Vendor shall:

- A. Identify the Authorized User who performs each transaction
- B. Assign and control individual user ID's
- C. Require each Authorized User to use the user ID authentication method below to initiate each logon access session.

- D. Provide a utility to allow each Authorized User to change password at any time.
- E. Require each Authorized User to change password a minimum of every 90 days.
- F. Maintain a list of employee names and associated user ID's for two years after the user ID is deactivated.
- G. Provide DMV a printed copy of the list in Section 3.7.1(F) by the next business day, upon request by DMV.
- H. Identify and audit each device being used to transmit and receive data.

## Agent shall:

- A. Prohibit Authorized Users from sharing user ID's and passwords.
- B. Require each Authorized User to complete and sign a User Agreement indicating the user has received and understands DMV's requirements in regard to security and confidentiality of DMV information.

#### DMV shall:

A. Keep User Agreements on file for a minimum of two years after the user ID is deactivated.

#### 3.7.2 The need to Authenticate

#### Vendor shall:

- A. Only allow access to the ATS System after the individual's user ID and associated password have been authenticated.
- B. Prohibit the Authorized User from initiating a transaction the user is not authorized to perform.
- C. Cancel an Authorized User's password after expiration or three unsuccessful access attempts.
- D. Require any Authorized Users with an expired or cancelled password to authenticate their identity; Vendor shall provide a temporary password.
- E. Ensure a temporary password is only valid for that user until the next logon attempt and expires 30 minutes after issuance.

#### 3.7.3 The need to Authorize

#### Vendor shall:

- A. Verify proper authority to access the information being requested as part of the access control administrator function.
- B. Terminate a session and attempt to identify all unauthorized users attempting to access the system.
- C. Check for patterns that might indicate repeated unauthorized attempts to gain access to DMV information.
- D. Investigate when unauthorized access attempts are suspected. If the ATS System becomes compromised, Vendor shall immediately notify DMV via email at emvpartner@dot.wi.gov.
- E. Limit direct terminal access to Vendor's development staff. Maintain the host in a secure facility controlled by Vendor.
- F. Incorporate security measures to preserve the security of DMV Database into the host system. Security provisions shall include but are not limited to:
  - 1) User passwords
  - 2) Vendor passwords for Agent entry to Vendor-controlled system
  - 3) Access from only authorized users which are individually identified
- G. Restrict access codes and operator manuals to authorized users only.

Vendor host system shall create and maintain several reports that can be used for auditing ATS System access, transactions, customer support, troubleshooting and record keeping. The host system shall also keep transaction history records.

Vendor shall create the reports listed below and maintain them for a minimum of 60 days online and five years offline after the date of the recorded event. Reports shall include the following:

A. Transaction History Log

The complete history of every transaction and associated DMV interaction.

B. Security Log

A security record for each transaction attempted. The log shall also contain a record for each security violation. A daily report is to be provided detailing all security violations.

C. EFT Log

Detailed records representing fees collected by Electronic Funds Transfer. The report generated from this log is to be used in auditing and reconciliation procedures

D. Other Reports

Any supporting reports reasonably required by DMV.

## 3.8 Reporting

In order to maintain, monitor and provide information, the ATS System shall be capable of producing various reports. At a minimum, the system shall include the following:

A. Daily Transaction Bundle Report

The ATS System shall be capable of generating and printing the Bundle Report described in Section 2.5.

The Bundle Report shall include the following data elements:

- 1) Run Date/Time
- 2) For each title transaction (sorted in order by title number):
  - a) Transaction Completion Date
  - b) Title Number
  - c) Owner Name
  - d) License Plate Number
  - e) Expiration Date (Month and Year)
  - f) Total Transaction Fees
- 3) For each renewal transaction (follows any title transaction and sorted in Renewal Number order):
  - a) Transaction Completion Date
  - b) Renewal Number
  - c) Owner Name
  - d) License Plate Number
  - e) Registration Fee
- 4) Total Fees
- B. Daily Financial Detail Report

Vendor shall generate the Daily Financial Detail Report and transmit it to DMV for local printing. The report may be in a format as determined by Vendor during design, and shall include the following data elements:

- 1) For each Agent:
  - a) Agent Name
  - b) Title/Reference Number
  - c) Transaction Completion Date
  - d) Total Transactions Completed
  - e) Total EFT amount transmitted by Agent
- 2) Total transactions completed by all Agents
- 3) Total monies owed to DMV for all transactions completed in ATS System

## **3.8.1 Inquiry**

Vendor shall generate an inquiry report that includes information concerning an inquiry of DMV Database by License Plate, Vehicle Title, or VIN. The report shall include a control number, date of request and all of the following:

- A. VIN
- B. Title Number
- C. Title Status
- D. Title Status Reason
- E. Vehicle: Year, Make, Body Style, Type
- F. Major and Minor Color
- G. Odometer Mileage and Status
- H. Brands and Brand Territory
- I. Last Title Date
- J. Previously Titled In Territory (if applicable)
- K. Title Mailed To (Address Only)
- L. Fleet Number
- M. Lien Holder Name and Address and Secured Party Number
- N. Title Held by Lien Holder (Y/N)
- O. Electronic Title (Y/N)
- P. Vehicle Kept In (VKI) County and Municipality
- Q. Vehicle Kept Out of State (Y/N)
- R. License Plate Number
- S. License Plate Type
- T. Gross Weight (if applicable)
- U. Gross Vehicle Weight Rating
- V. License Plate Decal (if applicable)
- W. Registration Status
- X. Registration Status Reason
- Y. Registration Expiration Date
- Z. Registration Period Type
- AA. Registration Type
- BB. Fuel Type
- CC. Vehicle Status
- DD. Vehicle Status Reason
- EE. Plate Status
- FF. Temporary Plate Number
- GG. Temporary Plate Type
- HH. Temporary Plate Registration Period Type
- II. Temporary Plate Expiration Date

Vendor shall generate an inquiry report that includes customer information in addition to the items listed above when Agent enters License Plate, Vehicle Title or Vehicle Identification Number and one of the following: customer Driver License number, customer Social Security Number or entity Federal Employee Identification Number. The report shall include a control number, date of request and the following:

- A. Customer Name (First, Last or Entity)
- B. Customer Residence Address
- C. Customer Mailing Address
- D. Customer Role (Owner/Lessee/Driver)
- E. Owner Conjunction

## SECTION 4.0 PROGRESSIVE DISCIPLINE PROCESS FOR NON-COMPLIANCE AND PROCESSING PERFORMANCE

DMV will subject Vendors, Agents, and Authorized Users to progressively serious discipline for failure to abide by the APPS Program Standards, provisions of the Contract, or to pass processing audits. The disciplinary process involves a continuum of actions that DMV may take. It is possible for Vendor or Agent to enter the process at any point along the continuum. Usually, discipline begins at the least severe sanction and progresses through increasingly severe sanctions after subsequent violations. However, more serious violations may justify imposing more serious sanctions from the beginning. If the practices of a licensed Wisconsin dealer or its Authorized Users violate dealer licensing laws or rules, DMV may take additional dealer license sanction as authorized by ch. 218, Wis. Stats.

## 4.0.1 Progressive Discipline Process for Violations of APPS Program Standards/Contract

The disciplinary policy involves a continuum of actions that may be taken or recommended by the Division. Although it is possible for the Division to enter an agent into the process at any step, usually there is an orderly progression through the various steps in the process.

- Step 1: DMV will issue 1<sup>st</sup> Advisory Notification to Agent identifying the violation and providing corrective process.
- Step 2: DMV will issue a 2<sup>nd</sup> Advisory Notification to Agent identifying the violation and providing corrective process. Receipt of Advisory Notification to DMV from Agent is required.
- Step 3: DMV will issue a Warning Letter and conduct direct outreach to Agent. This warning shall identify the problem and direct actions to rectify the errors or practices and specify a date for Agent or Vendor to complete those actions. Agent will be provided notice that continued non-compliance may be cause for electronic processing suspension. Receipt of, and response to, Warning Letter to DMV from Agent is required.

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- Step 4: DMV will: Issue an Assurance of Compliance request to Agent. Perform direct outreach to Agent identifying the violation and providing corrective process. Provide date of electronic processing suspension for continued non-compliance.
- Step 5: DMV may invoke contract provisions for suspension or termination of electronic processing access. Provide instruction for return to compliance and reinstate electronic processing capabilities if applicable.

## 4.0.2 Unacceptable practices, including but not limited to the following, could result in discipline:

Agent and Authorized Users list:

- A. Failure to comply with any requirements in this document and/or Contract
- B. Marketing or otherwise operating without a current contract with DMV
- C. Willful misrepresentation of APPS policies, procedures, contractual terms, state title and registration policies
- D. Willful misrepresentation in obtaining or issuing Title and Registration Materials
- E. Failure to make records available for inspection during DMV business hours
- F. Using DMV information for any reason other than providing required APPS services
- G. Failure to correct errors within a time frame acceptable to DMV
- H. Charging fees in excess of those approved by DMV
- I. Failure or refusal to cooperate with DMV by withholding records or failure to maintain records
- J. Failure to notify DMV in writing of a change in location, facilities, or ownership
- K. Failure to attend training sessions as required by DMV
- L. Failure to return damaged inventory to DMV
- M. Failure to notify DMV for lost, stolen or damaged inventory
- N. Failure to comply with any law or administrative rule
- O. Failure to adequately and effectively execute Electronic Funds Transfer
- P. Failure to give written notification of intent to file bankruptcy
- Q. Failure to control inventory of Title and Registration Materials
- R. Devising or executing a scheme to defraud
- S. Unauthorized copying or disclosure of data or software
- T. Unauthorized modification or altering of data or software
- U. Misusing or disclosing passwords
- V. Reference to DMV quality or timeliness of DMV service in marketing or advertising
- W. Failure to maintain financial standing, solvency or responsibility
- X. Failure to maintain a surety bond or irrevocable letter of credit as prescribed in ch. Trans140, Wis. Admin. Code for licensed Wisconsin dealers or ch. Trans 156 Wis. Admin. Code for applicable business types

#### Vendor list:

- A. Any prohibited practice identified in Agent and Authorized User List
- B. Providing Vendor services to any business that is not a DMV-approved Agent
- C. Distributing Title and Registration Materials to any business that is not a DMV-approved Agent
- D. Providing APPS services to any Agent currently serviced by another Vendor
- E. Failure to provide implementation and training to Agents and Authorized Users

## 4.0.3 Progressive Discipline Process for Unsatisfactory Processing Performance

DMV shall measure processing performance according to the number, frequency, pattern, type and severity of processing errors that occur. DMV shall determine if Agent passes or fails an audit, and the need for any successive audits, in accordance with DMV'S performance thresholds identified in the Dealer & Agent Section Auditing Manual: Third-Party Agent Processing Audit.

## SECTION 5.0 APPS PROGRAM STANDARDS CHANGES

Any Agent or Vendor may request that DMV make a change to the APPS Program Standards. The requesting party shall submit the request in writing to DMV at the address below, including the specific language for change, justification for the change, and a requested effective date. If DMV intends to approve a change to the APPS Program Standards, DMV shall notify all Agents and Vendors of the change and allow 30 calendar days to respond with comments. Upon final approval, DMV shall notify all Agents and Vendors of the effective date of change and publish the APPS Program Standards revision.

Wisconsin Department of Transportation BVS Attn: APPS Program Manager Dealer and Agent Section 4822 Madison Yards Way, 3<sup>rd</sup> Floor South Post Office Box 7909 Madison, WI 53707-7909 Email: emvpartner@dot.wi.gov

# SECTION 6.0 ACKNOWLEDGEMENT OF APPS PROGRAM STANDARDS

 $\Box$  Check here to confirm that the applying organization has read and agrees to abide by the contents of this document.

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