

Wisconsin Department of Transportation  
Program Standards  
for the  
Electronic Title System

Prepared by  
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Bureau of Vehicle Services  
Dealer and Agent Section  
June 2012

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## **SECTION 1 - PROGRAM DESCRIPTION**

Wisconsin's Electronic Title (eTitle) program is a partnership with electronic lien holders who, as agents of the Wisconsin Division of Motor Vehicles (DMV), receive electronic title records when they hold a secured interest on the vehicle. The program is authorized under Wisconsin statute 341.21. The overall goals of the program are to reduce fraud and lost titles, and to increase efficiency, thereby reducing costs for the lien holders and the DMV.

All titles with loans listed after July 1, 2012 will be delivered to the lien holder, whether in paper or electronic form. Delivery to the lien holder is mandated by Wisconsin statute 342.09(1)(b). Participation in the eTitle program is optional for lien holders, but strongly encouraged due to its many benefits.

Under this program, an electronic lien holder is able to receive vehicle title records electronically, rather than receiving paper titles. Title transactions are completed through the electronic lien holder's computerized system, which transmits title records with DMV through a private electronic service provider's host computer. The host computer translates transaction data to the DMV host system for processing, eliminating duplication of processing by DMV personnel.

By October 2012:

- When a lien is released, the electronic lien holder will be able to direct where the title record is sent.
- The electronic lien holder will not be able to release liens from other lien holders, only liens listed by that same lien holder.
- All liens on titles that have been delivered electronically via a service provider will only be released electronically via a service provider.

An electronic lien holder will utilize an electronic service provider for software and record management needs. When liens are perfected, the DMV will deliver electronic title and lien notifications to the electronic lien holder via the third party service provider, where the transactions will be matched and records maintained. When the lien(s) are satisfied, the electronic service provider will forward lien satisfactions from the electronic lien holder to the DMV and will receive and electronic confirmation from the DMV. The lien holder may communicate through the electronic service provider to direct delivery of title to a party other than the last titled owner; for example, a dealership that has satisfied the lien.

An electronic service provider may also provide reporting services for an electronic lien holder.

### **1.1 Program Standards**

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

The Program Standards are intended to provide any potential service provider with sufficient background, and process and technical details regarding the eTitle program to consider whether or not they can prepare a proposal that meets Wisconsin DMV's requirements.

The Program Standards are also the criteria DMV will use for reviewing and evaluating Service Provider and Lien Holder performance. DMV will conduct periodic reviews of the service providers and electronic lien holders to evaluate performance and compliance with the standards.

### **1.2 Changes to Program Standards**

Parties using eTitle could be affected operationally and financially by a change in the Standards. Therefore, in the interest of all, a procedure must be followed in order to make changes to Program Standards. The procedure for change is as follows:

1. All Service providers will be added to the distribution list for legislative changes that affect vehicle titling and registration. The DMV will also notify the Service provider of these changes to ensure that the required software modifications are made.
2. Any Lien Holder, Service provider, or other interested party may request that DMV make a change to the Standards. The requesting party should submit the request in writing to the DMV. The request should include the specific language for change, justification for the change, and a requested effective date. A copy of the request will be sent to all participating Service providers.
3. Interested parties may respond to the DMV with concerns, the effect the change may have financially and operationally, and the time frame for implementation if approved. All responses must be returned to the DMV within 30 days of receipt. DMV will review responses and prepare an issue summary.
4. The DMV may submit the request for change and the issue summary to a third party consultant for review.
5. The issue summary and the changes approved by DMV will be sent to the Service providers with a copy of the final version of the Program Standards
6. Electronic Filing Program software changes must be implemented within the time frames indicated by the legislature or mandated by the DMV. Service providers may be required to submit project plans for Program changes for progress monitoring by the DMV.
7. This agreement is subject to any restrictions, limitations or conditions enacted by the Wisconsin Legislature, which may affect any or all terms or provisions of this agreement in any manner. The Electronic Lien Holder agrees that upon any written notice from the DMV of any such restrictions, limitations or conditions as may be enacted by the Wisconsin Legislature will constitute a modification or amendment to this agreement until such time as they are put in writing and duly executed by each party's authorized official. The DMV will advise the Electronic Lien Holder of any such actions taken by the Wisconsin Legislature as soon as possible, but lack of notification by the DMV does not negate the legal requirement to comply with all applicable provisions of the law. The electronic lien holder may immediately terminate their agreement if it decides not to comply with the modifications or amendments to this agreement.

### **1.3 Definitions**

1. **Authorized User (AU)** An individual who is authorized, pursuant to procedures adopted by the Electronic Service Provider and Wisconsin Division of Motor Vehicles (including training), to access Vehicle Records or file Vehicle Record Information electronically via the Wisconsin eTitle System.
2. **Primary User** The Authorized User who is the main DMV contact.
3. **Back up User** The Authorized User who is the DMV contact in the Primary User's absence.
4. **Electronic Service Provider** A provider of electronic transfer of titles that has been approved by the Wisconsin Division of Motor Vehicles. The provider of a host computer system by which access is given to specified Information Services of the Wisconsin Division of Motor Vehicles.
5. **Wisconsin Division of Motor Vehicles (DMV)** The Wisconsin Division of Motor Vehicles which governs the issuance of titles pursuant to Wisconsin law and regulation.
6. **Electronic Title System (eTitle)** An approved program which allows access to Wisconsin Division of Motor Vehicles files for the electronic transmission of title data as defined in the Electronic Service Provider Agreement and the Lien Holder Electronic Title Agreement.
7. **Electronic Lien Holder** Any Lien Holder that (i) is a party to an Electronic Lien Holder Agreement with the Electronic Service Provider that is in full force and effect and (ii) is a party to an agreement with DMV, that is in full force and effect.

## **SECTION 2 - POLICIES AND PROCEDURES FOR ELECTRONIC LIEN HOLDER OPERATION**

The Wisconsin Division of Motor Vehicles may designate and appoint an Electronic Lien Holder, for the purpose of using the eTitle System to access and update the vehicle registration database with the Wisconsin Division of Motor Vehicles, subject to applicable state and local law and the Program Standards.

### **2.1 Appointment**

Applicants requesting appointment as an electronic lien holder will be considered for approval by DMV based on their ability to comply with the provisions in Trans 156.04.

Applicants will complete the Wisconsin Lien Holder Electronic Title Agreement supplied by the DMV and submit it to their selected Electronic Service Provider, who will in turn forward the agreement to DMV. This form is to be used for change of Electronic Service Provider, change of Primary User, or change of Backup User. The authorized representative signing on behalf of the electronic lien holder is required to sign subsequent agreements for Service Provider or User changes.

### **2.2 Service and Product Specifications**

1. **Processing Transactions.** Electronic Lien Holders will send and receive electronic titles from the DMV via the Service Providers on a daily basis. These files contain lien releases, error/correction information, delivery instructions, and requests for paper titles.

The Electronic Lien Holder must work directly with their chosen Service Provider's help desk to resolve all electronic title discrepancies and data transmission issues.

The electronic lien holder must provide their Secured Party number to all loan recipients and dealers utilizing selected electronic lien holder services, and require that this number be recorded on the Wisconsin Application for Title and License Plates with the accompanying electronic lien holder information.

The electronic lien holder assumes full responsibility for the accuracy of information and holds harmless and indemnifies the DMV, its officers and employees for any damage or loss, resulting from issuing a certificate of title based upon the electronic title program.

2. **Changes to title records.** The Electronic Service Provider will not make any changes to the title records other than the lien changes and alternate delivery destinations authorized by DMV and the Electronic Lien Holder.
3. **Accuracy.** The Electronic Lien Holder will process the transactions correctly according to DMV policies and procedures.

The electronic lien holder agrees to contact the DMV upon discovering that the DMV has disclosed to the electronic lien holders by electronic or any other means any data or records intended to be sent to another entity. The electronic lien holder must address and respond to all lien errors. Notwithstanding any other time limits set forth here, the DMV may terminate this agreement by written notice to the electronic lien holder for failure to report such error to the DMV.

The DMV shall not be liable for any error or transmission of inaccurate information by the electronic lien holder resulting in erroneous release or satisfaction of lien by the DMV. The electronic lien holder agrees to indemnify and hold harmless the DMV, its officers and employees for any damage or loss sustained by the DMV or any other party due to such error or transmission.

The DMV shall not be liable for any damage or loss resulting from the Electronic Lien Holder's failure to notify the DMV to mail to an address other than that of the registered owner.

4. **Customer Service.** Lien holders must provide customer service that is ethical and satisfactory to the customer. Customer complaints will be considered in evaluating Electronic Lien Holder performance.
5. **User Authorization.** Lien holders must complete an Authorized User Affidavit for every person who will be authorized to work on the system. This form may be given to the Service Provider representative or faxed or mailed to the Service Provider office. The Service Provider is responsible for providing adequate training to all authorized users. The Service Provider will notify DMV of any new authorized user who is designated as the Primary User as they are added to the Service Provider's system.
6. **Termination.** If the electronic lien holder decides to terminate its participation in this process or if the DMV terminates this agreement for cause, lien holder must provide a transition plan to be approved by DMV. Either party, upon giving 30 days written notice to

the other party, may terminate authorization. In the event of termination, the DMV is released from any and all obligations to the electronic lien holder.

### **2.3 Performance Evaluation Procedure**

1. **Initial Monitoring.** When an Electronic Lien Holder is installed by the Vendor, DMV may audit 100% of the completed title transactions. DMV may make direct contact with the Primary User to review work and provide feedback. The timing and extent of auditing, if any, will be determined at the discretion of the DMV.
2. **Timeliness.** After a lien is paid, the lien holder must release the lien and deliver the title within one month or within 10 days following written demand by the debtor, per Wis. stat. 342.22 (1). The Electronic Lien Holder must also demonstrate good cooperation in correcting errors in a timely manner.
3. **Continuous Evaluation.** An Agent's performance will continue to be monitored by evaluating title corrections sent to DMV, the Late Lien Release Report and customer complaints. Random audits may be completed by DMV to determine if follow-up training is needed. During an audit, DMV may require paperwork to be submitted for completed user transactions. The follow-up training procedure is listed under number 5 of this section, Progressive Intervention.
4. **Monitoring New Primary Users.** The Electronic Service Provider and the Electronic Lien Holder must notify DMV when an Electronic Lien Holder adds a new Primary User. The Service Provider will schedule training for the new primary User within seven business days. If training cannot be scheduled within seven business days, the Electronic Lien Holder and Service Provider will need to contact DMV. Upon completion of the Service Provider training, the new Primary User may be monitored as described in number 1 of this section, Initial Monitoring. If the new Primary User has prior experience with the program and sufficient knowledge to release liens, retraining of an experienced Primary User is at the discretion of the Service Provider. DMV must still be notified of the new Primary User.
5. **Progressive Intervention.** When an Electronic Lien Holder does not demonstrate adequate experience and knowledge of the process and requirements as outlined in 1 through 4, the following steps will be taken:
  - a. DMV will contact the Service Provider to identify the problem area and, if warranted, participate in additional training for the Electronic Lien Holder. DMV or the Service Provider will schedule training within seven business days. If training cannot be scheduled within seven business days, the Electronic Lien Holder and Service Provider will need to contact DMV. After the training, DMV may audit 100% of the completed title transactions. DMV may make direct contact with the Primary User to review work and provide feedback. During an audit, DMV may require paperwork to be submitted for completed user transactions. The timing and extent of auditing will be determined at the discretion of the DMV. If timely and accurate performance is demonstrated, the Electronic Lien Holder's work will no longer be audited.
  - b. If timely and accurate performance is not demonstrated, DMV may contact the Service Provider to request a meeting with Electronic Lien Holder management. After the meeting, the Service Provider will send a follow up letter to the Electronic Lien Holder with a copy to the DMV Project Manager and Operations Manager.

- c. If the Electronic Lien Holder does not demonstrate adequate experience and knowledge, DMV may invoke contract provisions for termination by verbally notifying the Service Provider and the Electronic Lien Holder. A written termination will follow.

#### **2.4 Confidentiality and Security of Inquiry Information**

In addition to the requirements for Confidentiality and Security outlined in the contract, the Electronic Lien Holder shall adhere to all State and Local laws, rules and provisions as they relate to the confidentiality and security of information.

The Electronic Lien Holder and the Service Provider will provide data integrity and security as agreed in the contracts with DMV. All security provisions with regard to access to the data and DMV records will be specified in the contracts.

Access to and use of information and computer resources are limited to that required for the performance of the contract with DMV. The Electronic Lien Holder cannot use information obtained for any purpose other than the strict purposes specified in the contract. This specifically prohibits access to DMV records for personal inquiries for friends, family, and coworkers, and for employee recruitment, or marketing purposes.

The Electronic Lien Holder has no proprietary rights to the information received from the DMV.

The Lien holder shall inform all authorized users of their duties and responsibilities and require them to read the Program Standards for Lien holders.

#### **2.5 Prohibited Acts**

Any Electronic Lien Holder's privilege to participate in the program may be denied or revoked by the DMV on the following grounds:

- The DMV has reasonable cause to doubt the accuracy or timeliness of the lien transactions performed by the Electronic Lien Holder; for example, releasing a lien in error or not releasing the lien within the required timeframe. Failure to provide any documents or information required to complete the transaction shall be grounds for denial or revocation of eligibility to participate in the eTitle Program.
- The DMV has reasonable cause to doubt the compliance of the Electronic Lien Holder with any provisions of the written agreements used for the eTitle Program or the performance of any obligations under the written agreements of the eTitle Program, including the Program Standards and the contract.

“Reasonable cause” includes, but is not limited to, situations in which any Electronic Lien Holder has been found by the DMV, the Division of Hearings and Appeals, or a court of law, to have violated ch. 342.22, Stats. or rules interpreting ch. 342.22, Stats. at any time during the current or immediately previous licensing period; or when the Electronic Lien Holder has not made sufficient assurance that it has taken reasonable steps to prevent the reoccurrence of similar violations in any previous licensing period.



## **SECTION 3 - POLICIES AND PROCEDURES FOR SERVICE PROVIDER OPERATION**

### ***3.1 Selection of Electronic Service Providers***

Program participation, although available through this public interface, is subject to review and approval by the DMV based on the Electronic Service Provider's ability to comply with the provisions in Trans 156.03. A specific implementation plan will be required prior to execution of a contract, or initiation of any technical work.

### ***3.2 Software Development Roles and Responsibilities***

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

- requirements definition
- design
- development
- implementation
- operation

#### **3.2.1 Requirements Definition**

During the requirements definition phase, the Service Provider will work with the DMV to identify, define and understand the various requirements of both parties in the development effort. This document will provide the bulk of the information needed to begin the next phase of development, but the DMV understands the need to provide expertise in the form of consulting and other assistance to the business partner to complete the requirements definition. This contact in the DMV will be a Development Project Leader, specifically identified at the start of the project.

#### **3.2.2 Design and Development**

Design and development of the software necessary to participate in the eTitle program is the sole responsibility of the Electronic Service Provider. The DMV will provide assistance by telephone for general questions regarding the application or the network, but does not provide project planning, design, or development assistance. All questions during this phase should again be directed to the Development Project Leader assigned.

#### **3.2.3 Implementation**

The implementation phase includes testing, training, and moving the application from the development environment to production. The Service Provider is responsible for all training, and the tasks involved in moving their application to the production environment. The DMV will 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 scenario for the Service Provider includes:

- Internal tests which are conducted within the Service Provider's own physical environment
- External tests which are conducted between the Service Provider and the DMV

- Acceptance tests which must be completed successfully before authority for implementation will be granted by the DMV

When an Electronic Service Provider has completed testing in their own internal environment, the informal external testing may begin in the eTitle test environment. This testing is done at the discretion of the Electronic Service Provider, and may include any transaction (or portion thereof), and may be done in any order deemed necessary. The DMV will assist with this testing to the extent that it will make the environment available, and provide test records for use.

When the Electronic Service Provider has completed the informal external testing and has determined that its portion of the application is ready to be reviewed for approval to enter the production environment, it will coordinate with the Development Project Leader to begin the Acceptance Test. This test is a structured set of pre-defined and pre-ordered transactions which the DMV will evaluate before approval is granted for the move to production. To pass the Acceptance Test, the Service Provider must establish that it is ready to enter the eTitle production environment by successful handling of all transactions that are tested in the Acceptance Test. In addition, the Service Provider must have in place all supporting software and procedures necessary to fulfill all requirements of the contract.

#### **3.2.4 Operation**

Upon successful entry into the production environment, the Service Provider will be responsible for problem determination and response for any software developed by them. For problems with the electronic link, database, or other DMV system problems, a Help Desk number will be available. The DMV will also be responsible for notifying the Service Provider of any planned outages, expected maintenance, or other changes that could impact the system availability or production system of the Service Provider.

The Service Provider agrees to participate in structure testing if required by the DMV after implementation.

#### **3.3 File Transfer Protocol**

All file transfers, both inbound and outbound, are performed using SFTP (aka Secure FTP and SSH FTP) via the DMV of Transportation's SFTP server. To obtain access to this server, the Electronic Service Provider must establish a Wisconsin User ID with the Wisconsin Web Access Management System (WAMS). Electronic Service Provider will access accounts created on the server which will consist of an Uploads folder for inbound data files and a Downloads folder for outbound files. These folders are only to be used for the express purpose of transferring data files pursuant to the ELT contract between Provider and DMV. At no time is the Electronic Service Provider permitted to use these folders for personal storage.

#### **3.4 Availability Specifications**

Electronic title files will be available on the DMV server for two weeks. The Electronic Service Providers may upload and download files via batch process seven days a week. Normal maintenance is done on Sundays between 5:00 AM and 9:00 AM so those hours should be avoided. Some planned outages may occasionally occur, which should not affect availability of the files.

### **3.5 Electronic Lien Holder Support & Training Requirements**

The Service Provider shall provide training to each Electronic Lien Holder user of their system to cover the features of the provider's equipment, the processing of data to the DMV and constraints and use of information as provided in these Program Standards.

The Service Provider will follow an installation procedure approved by the DMV. Updated procedures should be given to DMV as they are made and as requested. The Service Provider installation procedure shall include at a minimum:

1. A pre-installation meeting agenda that addresses the following in sufficient detail to guarantee quality control.
  - a. Benefits of eTitle to customer and Electronic Lien Holder
  - b. Review of system capabilities and key elements of program; inventory and system security and control, allowable transactions, and management reporting
  - c. Service Provider's role:
    - Network communications
    - Software changes
    - Audit trails
    - Training and support for all system-related questions
  - d. Description of Workflow
  - e. Install Process and Training
  - f. Review of Electronic Lien Holder Agreements
2. An installation and training schedule and agenda that addresses the following in sufficient detail to guarantee quality control.
  - a. Password security
  - b. Inventory security procedures: additions, deletions
  - c. Basic title concepts as defined by DMV
  - d. Processing time frame
3. A post installation support model documenting the following:
  - a. Call-in problem resolution process
  - b. Problem escalation procedure
  - c. Hardware support
  - d. On-going training

Training shall include not only the initial training but also ongoing training to cover employee turnover and other training necessary for program upgrades and legislative changes. A support system for system problems to include a toll free number shall be available Monday through Saturday, excluding federal holidays.

### **3.6 System Security and Audit Trails**

Access and data security are of vital concern to the DMV. To ensure a secure environment will be maintained, the DMV requires a minimum of three administrative steps:

1. **The need to *Identify*.** In order to create an audit journal, there is a need to identify the person responsible for each transaction. The Service Provider will ensure this administrative step is met. Service providers shall assign and control individual user ID's and shall require each individual to use the user ID authentication method below to initiate each logon access session. Each user must complete and sign a security and disclosure statement indicating that they are aware of and understand the requirements of the DMV regarding security and confidentiality of DMV information. These security statements must be kept on file at the Service Provider location for a minimum of two (2) years. A USER ID can be up to 8 characters in length and consist of both letters and numbers. A password must be 6 to 8 characters in length and consist of both letters and numbers. Passwords must also automatically expire every 90 days, requiring the user to change it. However, new passwords cannot be repeated within two years. The Service Provider system must provide a utility for the user to change their password at any time if they feel their password security has been compromised. In addition, the Service Provider system must be able to identify and audit each device being used to transmit and receive data.
2. **The need to *Authenticate*.** A password known only to the user is associated with the USER ID before a transaction is allowed. The Service Provider will ensure this administrative step is met as part of the access control administrator function. Before a logon access session may be initiated, the Service Provider system shall validate and accept the individual's user authentication method. If an individual user is not authorized by the Service Provider for the type of transaction requested, the Service Provider shall immediately terminate the transaction.

The Service Provider shall assign an electronically enforced unique default user authentication to each individual upon initial access. The default user authentication shall be used in cases where an authorized (see item 3 below) individual has forgotten their password or where an authorized individual has incorrectly attempted a logon access session three times and has had their access revoked. The Service Provider shall ensure that the new password is used for the next access only, and the default user authentication shall not be capable of being used for subsequent access by any individual.

3. **The need to *Authorize*.** Permission for proper authority to access the information being requested will be verified by the Service Provider as part of the access control administrator function. If a Service Provider receives a transaction from an unauthorized individual user, the Service Provider shall terminate the transaction and attempt to identify the unauthorized user adhering to all requirements in the agreement. The Service Provider shall also check for patterns that might indicate unauthorized attempts to gain access to DMV information. The Service Provider shall investigate when unauthorized access attempts are suspected, adhering to all requirements in the agreement. Inactive employee IDs shall not be reassigned for a period of ninety (90) calendar days. Employment history regarding inactive employees shall not be purged from the record less than two (2) years after the employee ID becomes inactive. A printed copy of this record shall be available to the DMV upon written request, and maintained for a period of two (2) years.

Direct terminal access to the provider's host shall be limited to development staff of the Service Provider.

Service personnel shall be restricted to an application shell that allows customer set-up, password management, inventory management and general customer support. Service personnel shall not access the operating system from outside that shell.

The Service Provider host must be located in a secure facility. The computer room shall be restricted with access only to authorized provider staff and never out of control of the service provider.

The Service Provider is responsible for incorporating into the host system, and other components of the system, security measures to preserve the security of the vehicle records and DMV database. Security provisions shall include:

- User passwords
- Service Provider passwords for Electronic Lien Holder entry to Service Provider controlled system
- Access from only authorized users which are appropriately identified

Access codes and operator manuals shall be restricted to authorized users only.

The Service Provider's system should have several edits. Edits are a feature that both insure accuracy of input and output and provide additional security.

The Service Provider host system shall create and maintain several logs that can be used for auditing, customer support, troubleshooting and record keeping. The system shall also keep transaction history records, in addition to the electronic title ownership records that the Service Provider may maintain for the Electronic Lien Holder. Records shall include the following:

### **1. Transaction History Log**

This file contains the complete history of every transaction and associated DMV interaction. Records shall be maintained for a minimum of 60 days on-line and five (5) years in a manner accessible to DMV within 24 hours of request.

### **2. Security Log**

This file contains 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. Records shall be maintained for a minimum of 60 days on-line and five (5) years in a manner accessible to DMV within 24 hours of request.

### **3. Other Reports**

In addition to the standard log files; the system shall be able to develop any supporting reports required by the DMV within 30 days.

### **3.7 Reporting**

In order to maintain, monitor and provide information, the Electronic Service Provider system must include various reports. At a minimum, the system shall include the following:

- For each title transaction (sorted in title number order):
  - Title number
  - Owner name
  - Electronic Lien Holder name(s)

Secured Party number(s)  
List date for each lien  
Conversion date for electronic titles converted to paper  
Conversion date for paper titles converted to electronic  
Delivery address for paper titles

1. **Quarterly User Report**

The system must provide a report by Electronic Lien Holder listing all current users. (How this report is provided is at the option of the Service Provider.)

2. **Late Lien Release Report**

DMV will produce a weekly report based on dealer transactions that are pending more than 30 days after the loan is paid, to verify that liens are released within 30 days per Wis. stat. 342.22(1).

## **SECTION 4 - ENFORCEMENT AND PROHIBITED ACTS**

As agreed in the contract with DMV, Lien holders and Service providers will be subject to progressive enforcement, and ultimately contract termination, for failure to abide by the Program Standards or provisions of the contract.

### ***4.1 Progressive Enforcement***

Progressive enforcement means action will be taken to address noncompliance in the following order:

1. Telephone and in-person discussions with the Electronic Lien Holder primary authorized user and office manager, or in the case of the Service Provider, the staff person and manager assigned to this account, to solve the problem;
2. Written warning to the Electronic Lien Holder office manager, and a copy to the Electronic Lien Holder owner, or in the case of the Service Provider, to the account manager and a copy to the Service Provider owner, identifying the problems and a specific time for the Electronic Lien Holder or Service Provider personnel to rectify the errors or practices.
3. Invoking provisions for termination;
4. Invoking applicable sanctions if the practices of an Electronic Lien Holder violate state law.

### ***4.2 Prohibited Acts***

Besides a breach of contract, the following are unacceptable practices and could cause termination of a contract. This is not a complete list of unacceptable practices:

1. Marketing or otherwise operating without a current contract with the DMV
2. Providing Electronic Service Provider eTitle services to a client who is not a DMV approved Electronic Lien Holder
3. Providing Electronic Service Provider eTitle services to any Electronic Lien Holder currently serviced by another Service Provider

4. Willful misrepresentation of eTitle policies, procedures, contractual terms, state title and registration policies
5. Failure to provide implementation and training of electronic lien holders.
6. Failure to have records available at all reasonable hours for inspection
7. Using DMV information for reasons other than business affiliated with providing eTitle services
8. Failure to correct errors within an acceptable time frame
9. Charging fees in excess of those approved by the DMV
10. Failure or refusal to cooperate by withholding records or failure to maintain records
11. Failure to notify DMV in writing of a change in location, facilities, or ownership change
12. Failure to attend training sessions designated as required
13. Failure to maintain adequate bonds and/or insurance, if required
14. Willful failure to comply with any administrative rule.
15. Failure to give notification of intent to file bankruptcy
16. Devising or executing a scheme to defraud
17. Unauthorized copying or disclosure of data or software
18. Unauthorized modification or altering of data or software
19. Misusing or disclosing passwords
20. Reference to DMV service levels in marketing or advertising