

# Public Utility District #1 of Klickitat County

## Policy Bulletin No. 51

### Customer Data Privacy

#### 1. OBJECTIVE

Klickitat PUD (KPUD or the District) understands that privacy is important; we respect customer privacy concerns and strive to maintain their trust and confidence. This Privacy Policy outlines KPUD's general policy and practices for implementing Privacy Principles, including the types of information to be gathered, how that information will be used, and the notice and choice affected individuals have regarding that use of and their ability to correct that information.

Personally Identifiable Information (PII) is customer information collected and used to perform essential business functions such as operating and maintaining the system, managing outages, processing customer bills, credit and collections, conservation and usage management, etc. With the long term goal of implementation of an automated metering, even more detailed customer data will be collected. KPUD is committed to protecting the security and privacy of all customer data, and to conform to applicable laws and regulations, to keep this information private and secure.

#### 2. DEFINITION FOR THE USE AND RELEASE OF PII

##### 2.1 Personally Identifiable Information (PII)

KPUD is committed to the protection of "PII" or "Data" and to preventing its unauthorized use or disclosure. Information considered PII covered by this Policy is limited to a customer's:

1. Names
2. Street addresses
3. Telephone number(s)
4. Email address
5. Social Security number
6. Account numbers
7. Account balances
8. Any information received during the identity and customer credit worthiness process
9. Identity information provided on a driver's license, passport, etc.
10. Meter interval/electricity use data for less than a billing cycle.

## **2.2 Data Use and Release Primary vs. Secondary Purpose**

When customer Data is released to a contractor/subcontractor or other third party, the purpose of the release of the Data may be for either a “Primary” or “Secondary” purpose, as follows:

**Primary Purpose** – When Data is released for the purpose of performing essential business functions, such as billing or bill presentment, maintenance, and management functions including legal, audit, and collection services, energy efficiency program validation or administration (such as provision of energy efficiency information to BPA), customer surveys and other essential business functions, it is deemed to be for a “Primary Purpose.” When Data is released to a third party under contract to the utility to provide services that serve a Primary Purpose, the third party shall be bound to comply with all applicable state and federal laws and by this Policy, and shall be prohibited from further disclosing or selling any private or proprietary customer information obtained from the utility to a party that is not the utility and not a party to the contract with the utility.

**Secondary Purpose** – When Data is released for the purpose of marketing services or product offerings that the customer does not already subscribe to, it is deemed to be for a Secondary Purpose. Data released for a Secondary Purpose requires affirmative customer consent (see definition of Affirmative Consent below). Requests for customer Data used for Secondary Purposes might come from a customer asking for their Data to be shared directly to a third party vendor, from a vendor asking for customer Data for marketing purposes.

Notwithstanding the foregoing, nothing in this Policy is intended to prohibit or prevent the District from inserting any marketing information into the retail electric customer's billing package.

## **2.3 Affirmative Customer Consent- Release of Data for Secondary Purpose**

Prior to releasing customer Data for a Secondary Purpose, the customer's prior permission (“Affirmative Consent”) must be obtained for each instance of release of Data, unless the customer has previously provided Affirmative Consent to release Data to the same third party. Customers who wish to authorize or direct the District to disclose their PII to a third party may do so by contacting the District.

The following is necessary to meet the requirements of Affirmative Consent, which can be provided electronically or via hard copy:

- The consent must include the date or time period for which the consent is granted.
- The consent must specify the party or parties the customer has authorized the release of their Data to, including any affiliates and third parties.
- The District must validate that the individual providing the consent matches the name, service address and account number of the customer of record in the District's customer information system.
- A record for each instance the customer has given written or electronic consent must be maintained, following applicable records retention guidelines.

Addendum 3: “Customer Authorization to Release Information” (CARI) is attached as a template to use to obtain/provide consent from a customer for the release of Data.

Customers who have given Affirmative Consent also have the right to retract said consent at any time in writing sent in the same manner as the consent may be sent, but only for release of Data from the time of retraction forward.

## **2.4 Aggregated Data**

Aggregated data is data that is considered sufficiently consolidated so that any individual customer cannot reasonably be identified. Any PII must be removed from the aggregated data before release. Affirmative Consent is not required when releasing aggregated data that meets this definition.

## **3. DISCLOSURE**

**KPUD will not sell private or proprietary customer information.** KPUD will not disclose PII with or to its affiliates, subsidiaries, or any other third party for the purposes of marketing services or product offerings to a customer who does not subscribe to the service or product, unless KPUD has first obtained the permission to do so.

As an electric utility, KPUD may engage contractors to provide services in support of primary and secondary business functions as noted above. In accordance with RCW 19.29A.100(5), the District shall require its contractors who will receive PII to sign a Confidentiality and Non-Disclosure Agreement (CNDA); attached is Addendum 2 for reference. Further, the District's contractors shall be responsible for assuring that any subcontractor or other third party they engage to provide services in support of their contract with the District adheres to the CNDA. Any breach of this agreement by any contractor may subject the contractor to potential remedies available to the utility or to the customer, including under the State of Washington's Consumer Protection Act.

### **3.1 Release of PII for Primary Purpose**

Any proposed or requested disclosure of PII to a third party contractor must be reviewed by the General Manager (or the General Manager's designee) to determine if disclosing the PII to the contractor/subcontractor is necessary to meet a business objective that is a Primary Purpose and complies with this policy. An approval only needs to be obtained the first time the District contracts with that entity. Subsequent requests are only required if additional types of PII will be provided to the contractor. Addendum 1 the Non-Disclosure Agreement Checklist provides an example of such form.

### **3.2 Release of PII for Secondary Purpose**

KPUD must obtain completed CARI forms from each customer whose Data will be shared for a Secondary Purpose. Prior to disclosure the request and CARI forms will be reviewed and approved by the General Manager (or the General Manager's designee). Copies of the forms shall be retained by the District in accordance with RCW 19.29A.100 and its Record Retention Policy.

### **3.3 Disclosure of PII During Customer Transactions**

KPUD considers security of PII a top priority. Before releasing PII to a third party at the request of a customer, the District will take reasonable measures to verify the identity of the third party.

### **3.4 Disclosure of PII to Law Enforcement**

KPUD will comply with RCW 42.56.235, which gives law enforcement authorities a mechanism to obtain records of individuals who are suspected of committing a crime. The law enforcement officer must provide a “Request for Inspection, Copying or Obtaining of Public Records by Law Enforcement Agencies” before certain PII will be released to the requesting officer.

Customer information that is strictly protected from disclosure by law will not be released to law enforcement under the above process. In order for law enforcement to obtain this type of exemptible data, a subpoena, warrant or other form of court order must be obtained by the requesting agency.

All requests for PII by law enforcement should be processed through the customer service department.

## **4. BREACHES**

In accordance with RCW 42.56.590, KPUD is required to disclose any breach of personal information to its customers. This notice needs to be provided as soon as KPUD discovers the breach or is notified of the breach.

## **5. INVESTIGATION AND RESOLUTION**

Any requests for, or disputes relating to, access, correction, or other matters involving a customer’s PII or potential or suspected violation of this policy by KPUD or a vendor under contract to by the utility should be directed to KPUD as follows: [*Customer Service Supervisor, 1313 S. Columbus Ave, Goldendale, WA 98620*]. See Addendum 4- which lays out the Complaint Investigation Process. KPUD will investigate the complaint and, when the results are determined, will communicate the findings to the complainant and work with the complainant to attempt to come to an agreeable solution. The complainant may appeal process to the 1) the PUD Hearing Officer via the customer appeal process within Policy 7- Credit Sales. If the investigation or review of the complaint finds a possible breach of this policy by a third party, KPUD will work with the customer and make reasonable efforts to resolve the complaint; provided, nothing in this policy is intended to require a customer to request that KPUD investigate an improper release or use of PII by a third party prior to exercising any applicable legal remedies against the third party.

## **6. DISCLAIMER OF LIABILITY**

Neither KPUD nor any officer, employee, agent, consultant, attorney, official, custodian, or anyone else acting on behalf of the District shall be liable, nor shall cause of action exist, for any loss or damage based upon the release of Public Records if the person releasing the records acted in good faith in attempting to comply with this policy.

This policy is not intended to expand or restrict the rights of disclosure or privacy as they exist under state and federal law. Despite the use of any mandatory terms such as “shall”, nothing in this policy is intended to impose mandatory duties on the utility beyond those imposed by state and federal law.

## 7. RESPONSIBILITY

The Board of Commissioners shall be responsible for any changes or revisions of this policy.

The General Manager shall be responsible for the administration of this policy and plan, and for making recommendations necessary or required changes.

**APPROVED** this 13<sup>th</sup> day of December, 2016

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Ray A. Mosbrucker, President

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Randy L. Knowles, Vice President

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Dan G. Gunkel, Secretary

## 5. Addendum

### Addendum 1: Non-Disclosure Agreement Checklist (Internal Facing)

The General Manager or an employee designated by the General Manager shall complete a review of this checklist prior to the release of customer PII as part of a vendor agreement under which the District will release PII to the vendor. The following customer/vendor/employee information will be shared with <Vendor Name> (check all that apply):

11. \_\_\_\_\_ Names
12. \_\_\_\_\_ Street addresses
13. \_\_\_\_\_ Telephone numbers
14. \_\_\_\_\_ Email addresses
15. \_\_\_\_\_ Social Security or Unified Business Identifier (UBI) numbers
16. \_\_\_\_\_ Account numbers (Named Utility account numbers, credit card numbers, bank account numbers)
17. \_\_\_\_\_ Account balances
18. \_\_\_\_\_ Any information received during the identity and customer credit worthiness process
19. \_\_\_\_\_ Identity information provided on a driver's license, passport, etc.
20. \_\_\_\_\_ Meter interval/electricity use data.

I have reviewed the information and data sharing request and believe that the PII identified above is that which is minimally necessary to accomplish the business objective, and that the data is being used for a primary purpose. A non-disclosure agreement is required with the contract.

By \_\_\_\_\_/\_\_\_\_\_

Title \_\_\_\_\_

**CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**  
**Contract #XX-XX-XX**

Date: \_\_\_\_\_

This Confidentiality Agreement (“Agreement”) is by and between **Klickitat PUD**, and \_\_\_\_\_ (“Contractor”).

For purposes of this Agreement, “Confidential Information” shall include **Klickitat PUD** customer, employee, or vendor information, all technical and business information or material that has or could have commercial value or other interest in the business or prospective business of **Klickitat PUD**, and all information and material provided by the **Klickitat PUD** which is not an open public record subject to disclosure under the Washington Public Records Act. Confidential Information also includes all information of which unauthorized disclosure could be detrimental to the interests of **Klickitat PUD** or its customers, whether or not such information is identified as Confidential Information.

For purposes of this Agreement, “Contractor” shall include all employees, consultants, advisors and subcontractors of Contractor (“its Representatives”).

**Contractor hereby agrees as follows:**

1. Contractor and its Representatives shall use the Confidential Information solely for the purposes directly related to the business set forth in Contractor’s agreement with **Klickitat PUD** and shall not in any way use the Confidential Information to the detriment of **Klickitat PUD**. Nothing in this Agreement shall be construed as granting any rights to Contractor, by license or otherwise, to any **Klickitat PUD** Confidential Information.

Contractor agrees to obtain and utilize such Confidential Information provided by **Klickitat PUD** solely for the purposes described above, and to otherwise hold such information confidential pursuant to the terms of this Agreement.

2. In the event third parties attempt to obtain the Confidential Information by legal process, the Contractor agrees that it will not release or disclose any Confidential Information until **Klickitat PUD** has notice of the legal process and has been given reasonable opportunity to contest such release of information and/or to assert the confidentiality privilege.

3. Upon demand by **Klickitat PUD**, all information, including written notes, photographs, memoranda, or notes taken by Contractor that is Confidential Information shall be returned to **Klickitat PUD**.

4. Confidential Information shall not be disclosed to any third party without prior written consent of **Klickitat PUD**.

5. It is understood that Contractor shall have no obligation with respect to any information known by it or generally known within the industry prior to the date of this Agreement, or become common knowledge with the industry thereafter.

6. Contractor acknowledges that any disclosure of Confidential Information will cause irreparable harm to the **Klickitat PUD**, and agrees to exercise the highest degree of care in safeguarding Confidential Information against loss, theft, or other inadvertent disclosure and agrees generally to take all steps necessary to ensure the maintenance of confidentiality including obligating any of its Representatives who receive Confidential Information to covenants of confidentiality.

7. The obligation set forth in this Agreement will continue for as long as Contractor possesses Confidential Information. If Contractor fails to abide by this Agreement, the **Klickitat PUD** will be entitled to specific performance, including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for damages caused by the Contractor's breach, and to any other remedies provided by applicable law. Any breach of this Agreement shall constitute a default in performance by Contractor in any contract between the **Klickitat PUD** and Contractor. If any suit or action is filed by **Klickitat PUD** to enforce this Agreement, or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in the preparation or in prosecution or defense of such suit or action as affixed by the trial court, and if any appeal is taken from the decision of the trial court, reasonable attorney fees as affixed by the appellate court. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

\_\_\_\_\_ Dated: \_\_\_\_\_  
**Klickitat PUD**

\_\_\_\_\_ Dated: \_\_\_\_\_  
Consultant

Addendum 3: Customer Authorization to Release Information (Customer Facing)

By signing this form I expressly authorize Klickitat PUD to release the personally identifying information (PII) listed below to a third party.

**Customer Information:**

Account Number: \_\_\_\_\_

Name on Account: \_\_\_\_\_

Service Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ (if applicable)

**I authorize the release of my customer data as follows:**

The type of data to be released (i.e. usage or payment history, payment etc.) and the period in which the data covers (e.g. from January, 2014 through December, 2014) is further described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Recipient/Business: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Manner in which data should be provided (mail, email, pick up): \_\_\_\_\_

Date(s) in which this release is in effect: \_\_\_\_\_

This data release is at the request of, and on behalf of the Klickitat PUD customer listed above, and as such, the I agree to release and hold harmless Klickitat PUD from any liability, claims, demands, causes of action, damages or expenses resulting from: 1) any release of information to the recipient noted above; 2) the unauthorized use of this information or data; and 3) from any actions taken by the recipient with respect to such information or data.

Account Holder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### Addendum 4: Appeals Process (Customer Facing)

**Complaint Investigation Process** A customer has the right to request that their utility investigate the potential release of their information.

A Customer shall utilize the following steps to initiate the investigation process:

1. The utility must receive a customer's written request by personal delivery, email(?) or mail, and shall be addressed to the (Named Utility).
2. The request must contain a short, plain statement of potential data released, the reasons the customer believes that the utility or its vendor may be the cause of the release, the action requested by the customer, any other information the customer deems pertinent to the investigation, and the appropriate customer contact information for purposes of questions about and communication of the results of the investigation.
3. Upon receipt of the request, the customer will be contacted by the utility's designee(s) within \_3\_ business days and an informal conference will be scheduled.
4. The utility's designee(s) will investigate and inform the customer of their findings and report back their findings to the customer of the investigation.
5. If the investigation is resolved to the satisfaction of the customer, the process is concluded.
6. If the situation remains unresolved, the customer may appeal the results of the investigation to the KPUD Hearing Officer through the customer appeal process as defined within Policy 7.