

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 our 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 the use of that information.

Personally Identifiable Information (PII) is defined by the US Department of Labor to be:

Any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means.

In the KPUD's case, some PII is 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 net metering, etc. In addition, KPUD will treat customer usage information obtained by our Advanced Metering Infrastructure system as PII, even though the data being collected is not technically PII. KPUD is committed to protecting the security and privacy of all customer data while conforming with all applicable laws and regulations.

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. Service and mailing 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 and collected 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 or net metering 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 District to a party that is not the District and not a party to the contract with the District.

Secondary Purpose – When Data is released for any purpose other than Primary Purpose, such as 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).

KPUD does not have equipment capable of collecting or monitoring information on customer equipment or appliance usage. If KPUD does acquire equipment capable of these functions in the future, it is the intent of the Board that the use of any collected data related to this would be deemed for Secondary Purpose.

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 and complying with all applicable laws and regulations.

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 13th day of December, 2016.

REVISED this 9th day of January, 2024.

/S/
Randy L. Knowles, President

/S/
Dan G. Gunkel, Vice President

/S/
Douglas B. Miller, Secretary

8. ADDENDUMS

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. _____ Service and 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.