State of Washington

Administrative Office of the Courts

# DATA SHARE AGREEMENT FOR

# COURTS OF LIMITED JURISDICTION TRAFFIC INFRACTION DATA



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**Administrative Office of the Courts**

# DATA SHARE AGREEMENT

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**DATA SHARING AGREEMENT**
**BETWEEN**
**THE STATE OF WASHINGTON**
**ADMINISTRATIVE OFFICE OF THE COURTS**
**AND**
**DATA DRIVEN SAFETY, INC.**

**AOC Contract Number DSA 14019**

This Agreement is entered into by and between the Administrative Office of the Courts, an office of the Judicial Branch of the Washington State government located at 1206 Quince St. SE, PO Box 41170, Olympia WA 98504-1170, hereinafter referred to as the "AOC" and Data Driven Safety, Inc., or "DDS," located at 209 Delburg Street, Suite 205, Davidson, NC 28036.

**IN CONSIDERATION** of the mutual promises made to each other, as hereinafter set forth, the AOC and DDS agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to establish the terms and conditions under which the AOC agrees to PROVIDE to DDS data files containing the Courts of Limited Jurisdiction traffic infraction data entered during the last three years.

2. **DEFINITIONS:** As used throughout this Agreement, the following terms shall have the meanings set forth below:

   **2.1** "AOC" shall mean the Administrative Office of the Courts of the State of Washington, any division, section, office, unit, or other entity of the AOC, or any of the officers, other officials, employees, volunteers, or others acting as representatives lawfully representing the AOC.
   **2.2** "Court" shall mean the Washington State Supreme Court, any division, section, office, unit, or other entity of the Court, or any of the officers, other officials, employees, volunteers, or others acting as representatives lawfully representing the Court.
   **2.3** "DDS" shall include all officers, employees, and agents of DDS.
   **2.4** "Data" shall include any computer readable copies of the information provided to the Licensee.
   **2.5** "Information" shall mean material provided by the AOC in any format, including reports.
   **2.6** "Subscriber" shall mean a client of Licensee to whom information and/or data is given on a case-by-case basis.

3. **REQUEST:** DDS has submitted a written request in the form of two letters to the AOC, copies of which are attached as "Appendix A" and are incorporated by reference into this Agreement. DDS warrants the information in Appendix A is correct and DDS will use the data and information solely for the purposes set forth in its request.

4. **APPROVAL** The AOC has determined that the DDS written request clearly specifies the information and/or data sought and the research, evaluative and/or statistical purposes for which the information and/or data will be used, and therefore will provide DDS with the data and information on a one-time basis..

5. **DATA UPDATES:** One year from the effective date of this Agreement, DDS shall refresh the data and information that was previously received under this Agreement. DDS shall again refresh the previously provided data and information received under this Agreement two years from the Agreement's effective date. The two annual data updates will be added to this Agreement as amendments.

6. **TERM AND EFFECTIVE DATE OF AGREEMENT:**

   **6.1** The initial term of this Agreement is from the date of its execution by the AOC.
   **6.2** The Agreement's period of performance will be three years, unless terminated as provided herein.
   **6.3** The Agreement may be terminated in accordance with the provisions of Subsections 25.16.1, 25.16.2, and 25.16.3 below.



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7. **BASIC TRANSACTION:** This Agreement sets forth the responsibilities of the parties, costs, and the terms and conditions under which the Index will be provided.

**7.1 RESPONSIBILITIES OF THE AOC:** The AOC shall:

**7.1.1** Provide DDS with one-time access to an FTP server containing the Courts of Limited Jurisdiction traffic infraction data entered during the last three years.

**7.1.2** Data fields that will be provided to DDS are in Appendix A and include:

- Case Number
- LEA Code
- LEA Name
- Name of Individual
- Date of Birth (mm/dd/yyyy. If unavailable than 01/01/1800)
- Gender
- Case Type ("IT"=Infraction Traffic)
- Jurisdiction Description
- Violation Date (mm/dd/yyyy)
- Case Filing Date
- Case Disposition Code
- Case Disposition Description
- Case Disposition Date
- Driver's License State of Issuance
- State Violated (Charge Information)

**7.1.3** Data and information for cases that are sealed pursuant to a court order shall not be released.

**7.2 RESPONSIBILITIES OF DDS:** DDS shall:

**7.2.1** Comply with the provisions of this Agreement and all of the terms and conditions contained herein or attached hereto.

**7.2.2** Make payments to the AOC pursuant to the provisions of Subsections 8.1 and 8.2 below.

**7.2.3** Establish written procedures which shall describe the process DDS uses to meet the terms and conditions of this section of the Agreement.

**7.2.4** Recognize and hereby acknowledge that the user identifiers and passwords, if any, supplied by the AOC to DDS are the confidential property of the AOC, subject to the proprietary rights of the AOC, and agrees to hold such user identifiers and passwords, if any, in the strictest confidence. DDS further agrees to exercise at all times the same care with respect to the user identifiers and passwords, if any, or any other materials or information provided hereunder by the AOC as DDS would exercise in the protection of DDS's own confidential information or property and to not release or disclose it to any other party except with the written consent of the AOC.

**7.2.5** DDS agrees to securely protect any data that is confidential, and any information which identifies an individual, including but not limited to name, date of birth, social security number, and court case number, by maintaining the data in a physically secure location when not in use and by using computer passwords and/or encryption, physical locks and restricting access to those persons necessary to conduct the work described in Appendix A.

**7.2.6** Provide the AOC with access at no charge to any database created using information from the FTP file provided hereunder for the purpose of monitoring and auditing contract compliance.

**7.2.7** Update the data and information annually for two years as described in Section 5.

**7.2.8** Return to the AOC or destroy any information and data provided by the AOC under this Agreement in any form, held by DDS or any officer, employee or agent of DDS on the date and to the extent specified in the notice of termination or at the expiration of the Agreement.

**7.2.9** Not use the provided data and information for the purpose of commercial solicitation of individuals named in the court records.

**7.2.10** Delete the provided data and information after it is three years old to be consistent with the retention period for such cases.



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## 8. COSTS:

**8.1** DDS shall make a non-refundable payment within 30 days of invoice receipt.

**8.2** Rate Schedule:
DDS agrees to pay the following amount to AOC to provide the data described in this Agreement to the DDS:

| | |
|---|---|
| Administrative Fee | $25 |
| Evaluation/Research/Programming | $40.00 per hour |
| JIS System Run Time | $10.00 per minute or portion thereof (two-minute minimum) |

## 9. ONGOING DATA SCRUBBING AND UPDATE REQUIREMENTS:

**9.1** Sealed and otherwise restricted cases: DDS agrees to remove from its files cases sealed (or otherwise restricted) after their appearance in data files provided to DDS. The data provided to DDS will contain transactions identifying the cases that are to be removed.

**9.2** Dispositions: DDS agrees to update promptly all cases when disposition information is received.

**9.3** Cases amendments: DDS agrees to update in its files cases where the charge is amended after their first appearance in data files provided to DDS. The data provided to DDS will contain transactions identifying the cases that are to be amended. DDS agrees that its files will contain only the most current charges.

## 10. RESTRICTIONS ON THE USE OF INFORMATION AND DATA PROVIDED UNDER THIS AGREEMENT:

**10.1** The information and data provided to DDS under this Agreement is subject to the restrictions contained in Subsection 7.2 and Section 9 above relating to data scrubbing and update requirements.

**10.2** DDS is responsible for ensuring that access and use of the data by its subscribers are conducted in a proper and legal manner and that access is available only to authorized subscribers.

**10.3** To the extent that the data being accessed is covered by other laws, statutes, court rules, and administrative rules and regulations which restrict access to and use of such information and data, the restrictions contained in such laws, statutes, court rules, and administrative rules and regulations shall apply to the data accessed under this Agreement.

**10.4** DDS shall not release specific case information about individuals to any subscribers or other third party entities.

**10.5** Any exceptions, revisions, or waivers to these limitations requested by DDS must be approved in writing by the AOC and received by DDS prior to the requested use or dissemination of the information and data received under this Agreement.

## 11. DDS SUBSCRIBER PROVISIONS:

**11.1** DDS shall establish procedures for screening and qualifying potential subscribers.

**11.2** DDS shall verify the identification of its potential subscribers to DDS's satisfaction, obtain proof from each potential subscriber, sufficient to demonstrate to DDS's satisfaction, that the potential subscriber is the type of entity the potential subscriber claims to be, and obtain a certification from the potential subscriber stating that the potential subscriber will use the information only for those purposes allowed by law and under the subscriber agreement. DDS shall maintain a record of these facts for a period of not less than six years from the latest date DDS disclosed information to the subscriber and shall provide such record to the AOC upon request.

**11.3** DDS will enter a written subscriber agreement with each of its subscribers. Such agreements shall specifically detail the access that the subscriber will have to DDS's database, detail authorized uses of the data accessed, condition access to authorized use, and include a provision for immediate termination of the agreement in the event of improper use by the subscriber of the data which the subscriber has been authorized to access.

**11.4** DDS agrees to provide a list of DDS subscribers to the AOC upon request by the AOC.



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12. **DISCLOSURE REQUIREMENTS:** When the information and data covered by this Agreement is provided in any form by DDS to a subscriber, customer, client, or other third party, DDS hereby agrees to provide each such subscriber, customer, client, or other third party with the information contained in the DISCLAIMER OF WARRANTIES and LIMITATION OF LIABILITY sections of this Agreement. At a minimum, DDS will ensure that a statement is displayed or provided to each such subscriber, customer, client, or other third party at the time of each transaction which states:

**The information or data provided is based on information obtained from the courts as of [DATE OF AOC PROVIDING DATA TO DDS]. The Administrative Office of the Courts and the Washington Courts: 1) do not warrant that the information is accurate or complete except for court purposes; 2) make no representations regarding the identity of any persons whose names appear in the data; and 3) deny liability for any damages resulting from the release or use of the data. To verify the information, the user should personally consult the "official" record reposing at the court of record.**

13. **AUDITS:**

**13.1** The AOC may, at its discretion, perform audits of DDS to verify compliance with the terms and conditions of this Agreement and the appropriate use of the data provided by the AOC.

**13.2** DDS shall include provisions in the agreements that DDS enters with its subscribers that DDS may perform an audit of the subscriber to verify appropriate use of the data provided by the AOC. Such provisions shall authorize DDS to: i) conduct random audits of subscribers; (ii) conduct audits of specific customers at any time DDS has reason to believe that the subscriber is violating any of the terms of the subscriber agreement; or (iii) if the AOC requests an audit for any reason.

**13.3** Failure of DDS: to include audit provisions in its subscriber agreements, to conduct random audits, to conduct specific audits when there is evidence of a violation of the terms of the subscriber agreement, or when requested by the AOC may result in the immediate termination, without notice, of this Agreement.

14. **COOPERATION WITH AOC AND PROSECUTORIAL AUTHORITIES:**

**14.1** DDS agrees to cooperate with the AOC and other authorities authorized by law in any audit that is conducted of DDS or of any DDS subscriber.

**14.2** DDS agrees to cooperate fully with prosecutorial authorities in any action brought against DDS or any DDS subscriber relating to the reproduction, distribution, dissemination, or other use of the information and data provided by the AOC under this Agreement. PROVIDED, that nothing in this provision limits or abridges DDS constitutional rights against self-incrimination.

**14.3** Failure to cooperate with prosecutorial authorities may result in the immediate termination, without notice, of this Agreement.

15. **CONTRACT COMPLIANCE MONITORING AND AUDITING:** DDS agrees that the AOC may include "control" or "salted" data as a portion of the provided information as a means to ensure that any personally-identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner. Furthermore DDS agrees to allow the AOC to perform audits, at its discretion, to detect the unauthorized removal of control data or the warehousing of stale-dated information subsequently expunged, restricted, or amended by the AOC.

16. **COMPLIANCE WITH AUTHORITIES:**

**16.1** During the term of this Agreement, DDS shall comply with all current, or as subsequently amended, state and federal laws, court rules, administrative regulations and policies governing, regulating, and/or relating to the dissemination of information and data, to privacy, and to the confidentiality of the information and data provided by the AOC under this Agreement.

**16.2** In the event of any DDS noncompliance or refusal to comply with any such state and federal laws, court rules, administrative regulations and policies, this Agreement may be rescinded, canceled or terminated in whole or in part, and DDS may be declared ineligible for further agreements with the AOC.



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17. **RESALE OF DATA:** DDS shall not reproduce or distribute or disseminate the transferred database files in bulk but only in response to an individual record inquiry. "In bulk" shall include, but is not limited to, via multiple record or on CD-ROM or other electronic or optical media.

18. **RIGHTS AND INTEREST:** DDS shall not gain any proprietary right to or interest in any information and data provided by the AOC as a result of this Agreement. Any rights or interest, or any portion thereof, derived by DDS under this Agreement are personal to it and may not be transferred, assigned, or sold for any purpose whatsoever to any person, corporation, partnership, association, or organization of any kind.

19. **CHANGES RELATING TO INFORMATION AND DATA:** The AOC specifically reserves the right, at its sole discretion, to make any changes it deems appropriate relating to the information and data provided under this Agreement at any time and without prior notice. Such changes include, but are not limited to: altering the character and format of the information and data, changing the production media, and/or modifying the production schedule. If such changes are made, the AOC will notify DDS as soon as is practical.

20. **SUPPORT/ASSISTANCE:** DDS acknowledges and accepts that all information and data provided under this Agreement are provided on an AS IS basis and that the AOC shall not be responsible for providing support or assistance of any nature to DDS or to any third party on behalf of DDS.

21. **DISCLAIMER OF WARRANTIES:**

    **21.1** THE AOC PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO INFORMATION OR DATA PROVIDED UNDER THIS AGREEMENT.

    **21.2** THE AOC PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, THAT THE INFORMATION OR DATA PROVIDED IS ACCURATE, CURRENT, CORRECT, OR COMPLETE. IT IS EXPRESSLY UNDERSTOOD BY THE PARTIES THAT IT IS THE RESPONSIBILITY OF DDS AND/OR ITS SUBSCRIBERS, CUSTOMERS, CLIENTS, OR OTHER THIRD PARTIES TO WHOM THE INFORMATION AND DATA WERE SUPPLIED' TO VERIFY INFORMATION OR DATA OBTAINED UNDER THIS AGREEMENT WITH OFFICIAL COURT INFORMATION REPOSING AT THE COURT OF RECORD.

22. **LIMITATION OF LIABILITY:** DDS ACKNOWLEDGES AND ACCEPTS THAT ALL INFORMATION AND DATA PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN AS IS BASIS AND THAT THE INFORMATION AND DATA MAY BE SUBJECT TO ERROR OR OMISSION AND THEREFORE AGREES THAT AOC SHALL NOT BE RESPONSIBLE NOR LIABLE IN ANY WAY WHATSOEVER FOR THE VALIDITY OF ANY DATA PROVIDED OR FOR THE USE OF THE INFORMATION AND DATA PROVIDED. SPECIFICALLY:

    **22.1** THE AOC SHALL NOT BE LIABLE FOR ANY DEMAND OR CLAIM, REGARDLESS OF FORM OF ACTION, FOR ANY DAMAGES RESULTING FROM THE USE BY DDS OF ANY INFORMATION OR DATA PROVIDED UNDER THIS AGREEMENT.

    **22.2** THE AOC SHALL NOT BE LIABLE FOR ANY DEMAND OR CLAIM, REGARDLESS OF FORM OF ACTION, FOR ANY DAMAGES ARISING FROM INCORRECT OR INCOMPLETE INFORMATION OR DATA PROVIDED UNDER THIS AGREEMENT.

    **22.3** THE AOC SHALL NOT BE LIABLE TO DDS OR ANY OTHER PARTY FOR ANY LOSS, INCLUDING REVENUE, PROFITS, TIME, GOODWILL, COMPUTER TIME, DESTRUCTION, DAMAGE OR LOSS OF DATA, OR ANY OTHER INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGE WHICH MAY ARISE FROM THE USE, OPERATION, OR MODIFICATION OF DATA AND INFORMATION PROVIDED UNDER THIS AGREEMENT.

23. **INDEMNIFICATION:** DDS hereby agrees to defend, indemnify, and hold harmless the AOC, its employees, and the State of Washington from all loss, risk of loss, and damages (including expenses, costs, and attorney fees) sustained or incurred because of, or by reason of, any claims, demands, suits, actions, judgments, or executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to any use

made of the information or data obtained under this Agreement.

24. **INSURANCE:** DDS shall, at its own expense, maintain, for the duration of this Agreement, liability insurance sufficient to fulfill its responsibilities under Section 23 above.

    **24.1** Such insurance must have limits of not less than one million dollars each occurrence and two million dollars general aggregate. The insurance shall cover liability arising out of any use made by DDS of the information or data obtained under this Agreement and shall contain separation of insured's (cross liability) provisions.

    **24.2** The State of Washington, the AOC, its elected and appointed officials, agents, and employees shall be named as additional insured on said policy.

    **24.3** DDS shall furnish evidence in the form of a Certificate of Insurance satisfactory to the AOC that insurance has been secured. Failure to provide proof of insurance as required or the lapsing or cancellation of such insurance coverage will result in termination of the Agreement.

25. **GENERAL TERMS AND CONDITIONS:**

    **25.1 ALTERATIONS AND AMENDMENTS:** This Agreement may be amended by the AOC at any time by sending notice to DDS.

    **25.2 ASSIGNMENT:** DDS may not transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to DDS under this Agreement; nor (iii) any claim arising under this Agreement.

    **25.3 DISPUTES:** Except as otherwise provided in this Agreement, when a bona fide dispute concerning a question of fact arises between the AOC and DDS, and it cannot be resolved, either party may take the dispute to the Judicial Information System Data Dissemination Subcommittee. The initiating party shall put its description of the dispute in writing and deliver it to the other party. The other party shall write a response, and the matter shall be scheduled to be heard by the Data Dissemination Subcommittee. Both parties agree to exercise good faith in dispute resolution and to avoid litigation whenever possible.

    **25.4 ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous discussions and agreements. Understandings, representations, or warranties not contained in this Agreement or a written amendment hereto shall not be binding on either party.

    **25.5 GOVERNING LAW:** This Agreement shall be governed in all respects by the laws and statutes of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington. DDS, by execution of this Agreement, acknowledges and agrees to the jurisdiction of the courts of the State of Washington in all matters relating to this Agreement.

    **25.6 HEADINGS:** The headings and table of contents used herein are for reference and convenience only and shall not enter into the interpretation hereof unless otherwise specified herein. In the interpretation of this Agreement, the terms and conditions shall be construed to be complementary.

    **25.7 CONFLICTS OF AUTHORITY:** If any provision of this Agreement shall be deemed in conflict with any statute or rule of law, such provision shall be deemed modified to conform to said statute or rule of law.

    **25.8 INDEPENDENT STATUS OF PARTIES:** The parties to this Agreement will be acting in their individual capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

    **25.9 NON-EXCLUSIVITY:** This Agreement is non-exclusive. During the term of this Agreement, the AOC reserves the right to enter into agreements with other parties as it deems fit. Nothing contained in this Agreement shall be construed to limit in any way the AOC's right to enter a like or similar agreement or grant a like or similar license to any other entity or party on such terms as the AOC may in its sole discretion deem appropriate.

    **25.10 NOTICES:** Any notice required or permitted to be given under this Agreement shall be effective if and only if it is in writing. Notice must be given by personal delivery or sent by United States certified mail. Notices must be sent to DDS to the address set forth in this Agreement, and notices to the AOC must be sent to the Data Dissemination Administrator, Administrative Office of the Courts, 1206 Quince Street SE, PO Box 41170, Olympia, WA 98504-1170, or to such other



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address as each party has notified the other in writing.

**25.11 RECORDS MAINTENANCE:** DDS will retain all books, records, documents, and other materials relevant to this Agreement, including records of all recipients of information obtained from DDS, for six years after termination of this Agreement and make them available at all reasonable times to inspection, review, or audit by personnel authorized by the AOC, the Office of the State Auditor, federal officials and other officials so authorized by law.

**25.12 SAVINGS:** In the event that after the effective date of this Agreement and prior to normal completion, funding from state, federal, or other sources is withdrawn, reduced, or limited in any way, the AOC may terminate the Agreement without cause upon 30 days written notice subject to renegotiation under those new funding or project limitations and conditions.

**25.13 SEVERABILITY:** If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

**25.14 SUBCONTRACTING:** DDS shall not enter into subcontracts relating to this Agreement without obtaining prior written approval from the AOC.

**25.15 SURVIVAL:**

**25.15.1** For as long as DDS continues to use any portion of the data provided under this Agreement, DDS must comply with the terms of this Agreement.

**25.15.2** In addition, the provisions of Sections 21, 22, and 23 of this Agreement shall survive the termination of the Agreement.

**25.16 TERMINATION:**

**25.16.1** General: This Agreement may be terminated without cause by either the AOC or DDS upon thirty (30) days written notice.

**25.16.2** Termination for Cause: DDS accepts full responsibility and liability for any violations of this Agreement by DDS and any such violation shall result in immediate termination by the AOC of all data and information provided to DDS in any form, and shall also result in immediate forfeiture to the AOC of any AOC-provided data and information in any form held by DDS. In such event, DDS shall be liable for damages as authorized by law.

**25.16.3** Termination For Nonpayment: The AOC may immediately, without notice, terminate this Agreement for failure of DDS to pay an invoice outstanding longer than 30 days.

**25.17 TERMINATION PROCEDURE:** After receipt of notice of termination for failure to timely pay an invoice, and except as otherwise directed by the AOC, DDS shall:

**25.17.1** Stop dissemination of any information and data provided by the AOC under this Agreement on the date and to the extent specified in the notice.

**25.17.2** Return or destroy all information and data provided by the AOC as stated in Subsection 7.2.8.

**25.18 WAIVER:** No term or condition of this Agreement shall be held to be waived, modified, or deleted, and no breach excused, except by a written instrument signed by the parties hereto. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

**26. SIGNATURES:** The parties hereto, having read this Agreement in its entirety, do agree thereto in each and every particular.

| ADMINISTRATIVE OFFICE OF THE COURTS | DATA DRIVEN SAFETY, INC. |
|---|---|
| Stephanie Happold, | , President |
| Data Dissemination Administrator | Signature/Title |
| DATE: 7/1/13 | DATE: 28 - June - 2013 |

# APPENDIX A

Jason E. Murphy
CEO and General Counsel
DATA DRIVEN SAFETY, INC.
209 Delburg Street, Suite 205
Davidson, North Carolina 28036
jasonmurphy@datadrivensafety.com
704.255.6073 (W)
704.780.0795 (M)

**Date:** February 11, 2013

**To:** JISC Data Dissemination Committee

**From:** Data Driven Safety, Inc.

**Re:** Revised Public Record Request

## I. Who We Are and What We Do

Data Driven Safety, Inc. ("**DDS**") is an attorney-owned company headquartered in North Carolina that is dedicated to improving public safety. After spending many years as a prosecutor and an in-house attorney, I co-founded Data Driven Safety in 2009 on the belief that better access to law enforcement and judicial information will improve the safety of our roadways. To accomplish this mission, our organization works directly with governmental agencies to obtain public records.

We gather information from thousands of state and local judicial, law enforcement and "DMV" agencies across the country. That information allows us to provide driver monitoring services to employers (including municipalities and state risk pools), assist health care organizations with their insurance subrogation efforts and deliver analytical and underwriting information to the life and auto insurance industry. Due to the breadth of our service offerings, our customers range from large corporations to municipalities to risk pools to small franchisees and beyond.

## II. What We Do NOT Do

One of the unique characteristics of DDS is that, unlike most data "aggregators," we do NOT use our data for either traditional background screening services or solicitations (e.g., "*contact lists*," as defined by Section III.A.5 of the JIS Data Dissemination Policy). Nor do we provide judicial data to any person or company for either of those purposes (i.e., we do NOT sell information to traffic schools, attorneys, chiropractors, background screeners, etc.).

## III. Response to Washington AOC Staff Memo

At the outset, we note that the staff memo (the "**Staff Memo**") prepared Ms. Lynne Alfasso and dated February 5, 2013, fairly and accurately characterizes the issues that arise from our data request. That being said, we appreciate this opportunity to provide additional information for the consideration of the JIS Data Dissemination Committee (the "**Committee**").

A. Absence of Traffic Infraction Index Based Solely on Lack of Interest by Stakeholders in the Year 2000.

After a careful review of the Committee meeting minutes from the past 15 years (as posted at http://www.courts.wa.gov/committee/?fa=committee.display&type_id=4&committee_id=75), it appears that the absence of a traffic infraction (TI) index in the "Electronic Public Standard Index" offering was based solely on a lack of interest in the underlying information by relevant stakeholders (e.g., members of the media and certain commercial requestors).

It seems from these minutes that the project to create the indices was able to "piggy-back" on certain data extraction programs previously written in 1999. See January 29, 2009 JIS Data Dissemination Committee Meeting Minutes. Undoubtedly, those included the basis for what would become the "Public CLJ Criminal Index".

Given the focus on background screening by the interested stakeholders, it is not surprising that there is no documentation to indicate that these requestors were willing to pay for the compilation of case information related to "routine" traffic citations (for which court appearance could be waived at the request of the defendant). As we all know, a "9-over" TI case lacks the newsworthy quality of an impaired driving offense.

B. Additional Compilation Information was Permitted by the Committee Years After the Initial Electronic Standard Public Index Offering Was Released.

DDS is requesting a single report, rather than an "index." We made this distinction for fear that requesting an ongoing index would be deemed an undue burden on the court in violation of GR31 section g.2. Nevertheless, we believe the fact that an additional index was added in 2003 supports the release of the instant information.

As mentioned above, the release of an additional Public Standard Index offering is not unprecedented. On April 11, 2003, the JIS Data Dissemination Committee permitted the creation of a probate index for Howard Campbell of Shared Information Services. See April 11, 2003, JIS Dissemination Committee Meeting Minutes. As the Committee is well aware, that "Probate Filing Index" remains a component of the five "Electronic Standard Public Indexes."

C. Privacy Protection Efforts of Legislature Related to DOL Records Will NOT be Circumvented by Disclosure of Requested Information.

The first of two sets of issues raised in the Staff Memo relates to the concern over whether release of the requested information would circumvent the protections afforded similar information available through the Washington Department of Licensing (the "**DOL**") and, as a result, run afoul of the JIS Data Dissemination Policy (the "**Policy**").

It is worth noting much of the information that we seek is not, by its nature, available through the DOL. For example, DOL does not provide information on charges that resulted in a deferred

adjudication. In many instances, the DOL does not receive the underlying speed information (e.g., posted limit vis-a-vis convicted speed) due to the manner in which some courts interact with DOL. Moreover, much of the information contained in a driver abstract is not available through the courts (i.e., crash involvement, license suspension activity, out-of-state convictions, license restrictions/endorsements, etc.).

The Drivers Privacy Protection Act and the corresponding state law (collectively, the "**DOL Laws**") apply solely to the DOL. Absent the application of a statutory exemption, these laws prohibit the disclosure of "personal information" by the DOL. We have requested the barest of personal identifiers (e.g., we are NOT seeking address, driver's license number, phone number, etc.). Nevertheless, we concede that the full name and date of birth elements of our request are sufficient to trigger the DOL Laws had the request been made of the DOL.

The DOL Laws permit the disclosure of records containing "personal information" in the event that the requestor's use falls within one or more of the expressly-identified exemptions.

**As a result, DDS would be pleased to contractually limit our use of the information to the applicable exemptions within the DOL Laws to assuage the Committee's concern that our request would circumvent the legislative protections afforded a somewhat similar data set available through the DOL.**

D. Retention of Records Concerns Can Be Adequately Addressed by Contractual Limitations

The second set of issues raised in the Staff Memo concerns the issues attendant to the development and maintenance of a database by a third party.

The Committee is well-versed in minimizing the impact of the inappropriate use of data through the enforcement of contractual provisions included within the subscription agreements for each index. (Certainly those issues are much more pronounced for the SCOMIS Criminal index than they would be for a listing of TI cases.) Additionally, the Washington Sate Office of the Insurance Commissioner (the "**OIC**") regulates the use of information that can be used as the basis for applying insurance surcharges.

**As a result, DDS would be pleased to maintain its contractual requirement (applicable to all DDS customers) that such customers must obtain a state-issued driver abstract prior to seeking any adverse action against a driver identified by DDS. Additionally or alternatively, DDS would agree to purge the data on a quarterly, rolling 3-year basis.**

## IV. Modification to Request

As a final note, we would like to request the following two additional fields for each relevant charge: (1) Driver License State of Issuance (e.g., WA or ID); and (2) Statute Violated (i.e., charge information).

Thank you for your consideration. I look forward to answering any questions the Committee may have as to our request for electronic access to court records.

ENVISION
» DATA DRIVEN SAFETY

Jason E. Murphy
CEO
DATA DRIVEN SAFETY, INC.
209 Delburg Street, Suite 205
Davidson, North Carolina 28036
jasonmurphy@datadrivensafety.com
704.255.6073 (W)
704.780.0795 (M)

December 3, 2012

Callie T. Dietz
State Court Administrator
Washington Administrative Office of the Courts
PO Box 41170
Olympia, WA 98504-1170

**Re: One-Time, 3-Year, Traffic Infraction History File Request**

Dear Ms. Dietz:

I am requesting on behalf of Data Driven Safety, Inc. (DDS) access to a one-time report containing three (3) years of 'traffic infraction' case information handled by the Washington courts of limited jurisdiction.

DDS is a small attorney-owned company dedicated to improving public safety. Due to the breadth of our service offerings, our customers range from large corporations to small franchisees and beyond. Moreover, we offer certain nonprofit traffic safety organizations with complimentary search results from our data sets in furtherance of their research efforts.

In Washington, we provide driver monitoring services to more than 8,000 employee and vanpool drivers via the Washington State Transit Insurance Pool (WSTIP) and through interlocal agreements, to an expanding number of municipalities. This service couples access to DOL monthly driver abstract data and judicial information on relevant traffic offenses through a comprehensive driver improvement platform that contains integrated record and learning management systems. Based on its success over the last two years, Envision was selected by the WSTIP board as the first and only 'member-required' program. For more information, please feel free to contact Ms. Tracey Christianson, Member Services Manager at (360) 586-1800 x213.

While we subscribe to each of the various abstracts that relate to motor vehicle offenses, receive dockets and indices from various district and superior courts, monitor the public access pages at the state-wide level and conduct limited JIS confirmation searches, the lack of a state-wide report or index makes it all but impossible to gather information related to the entirety of the more than one million traffic infraction (TI) charges filed each year in Washington.

As a result, there is no viable mechanism to obtain information to support a number of our services (including the Envision lookback service and an upcoming graduated driver licensing national enforcement study for the AAA Safety Foundation). While we are willing to invest in the exceptional expense of obtaining this information for all TI cases directly from JIS on a go-forward basis, attempting to extract several million records at $0.06 per click is not practical.

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Instead, we are seeking a simple one-time report that uses the same data fields as the current Traffic Crimes Index be created to provide information on the prior three years of traffic infractions. We will gladly bear the cost of this programming to extract the information present in your JIS system.

Should you have any questions, please do not hesitate to contact me directly at the number above. Thank you in advance for your thoughtful consideration.

Sincerely,

Jason E. Murphy

cc: Ms. Lynne Alfasso, Data Dissemination Administrator