



**Member Participation Agreement**  
for the use of



**A Driver Record Monitoring Program**

**Service Description**

Envision is a third-party web-based application (provided by Data Driven Safety) that captures and manages driver information such as: driver license validity, medical card expiration dates, and information about adverse driving events involving your employees and volunteers. Envision includes a configurable learning management platform and a training module library. Envision utilizes a variety of sources including the Washington State Department of Licensing (DOL). The providers of this information (DOL and Data Driven Safety) have placed certain contractual requirements upon WSTIP for the safeguarding and protection of driver information. They have also asked that we obtain similar assurances from the WSTIP members.

**Member Responsibilities for Service Utilization**

By signature of this Member Participation Agreement, the WSTIP member agrees to the following:

**Maintain Compliance with Laws**

The WSTIP member will comply with all applicable federal, state and local laws, rules, regulations, ordinances, orders, decrees and judgments, including the Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq.) and the federal Drivers Privacy Protection Act (18 U.S.C. 2721 et seq.).

The WSTIP Member agrees that:

- the monitoring of the volunteer and/or employee driving records is substantially related to the volunteer status or employment status of the monitored drivers, AND
- the monitored drivers have consented in writing to monitoring of adverse driving events.
  - The Member must maintain the written consent record for no less than two years from the date of the most recent monitoring request.
  - The Member must maintain the physical security of files, paperwork, or consent records that include private information.

Upon request by WSTIP, the monitored driver's written consent shall be provided to WSTIP within two business days.





**Determine the Appropriate Personnel to Utilize the System and Maintain Administrator and Secondary User Accounts**

The WSTIP member shall appoint an administrator or administrators to utilize the Envision platform. Administrators shall sign a confidentiality agreement. Additional staff (secondary users) may also use the system to assign and track training and/or utilize the learning management system. The primary administrator shall ensure all administrators and secondary users accounts are valid and shall terminate access for administrators and secondary users should they leave the Member's employment or their job responsibilities change and access to Envision is no longer needed. The primary administrator shall also determine the configuration of the Envision platform.

**Maintain Data Security and Data Privacy**

The Member shall maintain reasonable security procedures and practices to avoid any unauthorized use, access, release, disclosure, transmission, compilation, storage, review, transfer, publication or distribution of Driver Data. The Member shall hold all Driver Data in the strictest confidence.

The Member shall release confidential information only to authorized employees, auditors, and/or regulators requiring such information for the purposes of carrying out their duties and then only if a nondisclosure agreement for the confidential information is executed between the Member and such employees, auditors, or regulators.

All Member personnel using Envision shall:

- Utilize appropriate security protocols including using hardened passwords
  - At all times maintain the security of their passwords
  - Refrain from sharing passwords
  - Promptly change passwords when requested
- Be responsible for integrity of the driver monitoring data
- For administrators and secondary users, participate in training programs provided by WSTIP and Data Driven Safety on how to utilize the Envision system.
- For administrators and secondary users, train monitored drivers on how to use Envision.

**Hold Harmless the Department of Licensing**

In order to utilize Department of Licensing information (one of the data sources for monitoring), the Member hereby agrees to indemnify and hold harmless the State of Washington, Department of Licensing, the Director of the department, and all department employees from any and all suits at law or equity, and from any and all claims, demands, or loss of any nature, including but not limited to all costs and attorney's fees, arising from any of the member's improper disclosure of driver monitoring information and any defect in the Member's procedures followed or omitted or arising from the failure of the Member or its officers, employees, contractors or agents to fulfill any of its obligations under this contract or arising in any manner from any negligent act or omission by the Member or its officers, employees, contractors, or agents.



**Term of Agreement**

This agreement will commence upon signing and terminate upon written notice from Member. Member shall provide a 30-day notice prior to the date of cancellation. After notice and prior to termination, WSTIP shall retrieve Member's data from Data Driven Safety.

**Price**

The Member will be billed by WSTIP on a monthly basis. The price is predicated on the selection of service (see Appendix I: Member Service Selection). The WSTIP Executive Committee or Board of Directors may lower or subsidize the price. Additional services may also become available and will be offered to the members at a negotiated fee. **Should the Member fail to maintain their Driver Data, and that failure incurs additional fees through either service provider (DOL or Data Driven Safety), the Member shall be held responsible for those fees.**

WSTIP: Washington State Transit Insurance Pool 2629 12 <sup>th</sup> Court SW Olympia, WA 98502 360.586.1800	Member: <i>Intercity Transit</i>
Executive Director: <i>Allen F. Hatten</i> Allen F. Hatten	<i>[Signature]</i> By its:
Date: <i>07/01/2011</i>	Date: <i>6-7-11</i>



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**Appendix I  
Member Service Selection**

Check Below to Select Service	Envision Basic Service	2010 and 2011 Cost <sup>1</sup>
	Envision's basic service will monitor the Washington State Department of Licensing database on a monthly basis, notification of activity, and provide an abstract of driving record should activity be found. The Basic Service includes a Learning Management Platform and access to the training modules on a pay-per-view basis.	<b>Envision basic service</b> - \$1 per driver, per month <b>Envision training modules</b> - \$10.50 per driver view <sup>2</sup>
Check Below to Select Service	<b>Envision Premium Service</b>	
	At an optional cost, and in addition to the Basic Service, the Envision Premium Service continually gathers the most recent traffic incident information available throughout the State of Washington AND provide <u>conviction</u> notifications for criminal offenses not related to adverse driving.	<b>Envision premium data service</b> – an additional \$2.50 per driver, per month
Check Below to Select Service	<b>Envision Phone Notification Service</b>	
	At an optional cost, and in addition to the Premium Service, Envision will call your drivers on the phone to let them know an adverse event has shown up on their record or a training module has been assigned to them. Requires valid phone number with voice mail.	<b>Envision phone service</b> – \$.35 per driver, per month
Check Below to Select Service	<b>Envision Historical Information Upload Service</b>	
	Data Driven Safety will input any historical adverse driving event information into the Envision system for a hourly rate. The initial upload of current driver information to get started with monitoring is free of charge.	<b>Envision historical information upload service</b> - \$30 per hour

**SPECIAL 2011 PRICING**

WSTIP is providing Basic Service through December 31, 2011 for FREE. Members are responsible for training module costs.

Data Driven Safety is providing Premium Service through July 31, 2011 for FREE.

<sup>1</sup> Fees are subject to increases with notice

<sup>2</sup> Bulk pricing is available as an option to WSTIP