

1. Meeting Minutes



JISC DATA DISSEMINATION COMMITTEE
Friday February 24, 2017 (8:15 a.m. – 9:45 a.m.)
Administrative Office of the Courts
SeaTac Office Building
18000 International Blvd. Suite 1106, Conf Rm #2
SeaTac, WA 98188
Call-in Number: 1-877-820-7831, Passcode 797974

DRAFT – MEETING MINUTES

Members Present

Judge Thomas J. Wynne, Chair
Judge Jeannette Dalton
Judge J. Robert Leach
Judge G. Scott Marinella
Judge David A. Svaren
Ms. Barbara Miner
Ms. Brooke Powell
Ms. Aimee Vance

Guests Present (telephonically)

Lisa Daugaard – Public Defender Association
Andrew Kashyap – Public Defender Association
Brandi Reddington – Umatilla District Attorney's Office

Guests Present (in person)

Corey Guilmette – Public Defender Association
Tomaso Johnson – Legal Voice
Brian Roe – NW Justice Project

Staff Present

Stephanie Happold, Data Dissemination Administrator
Kathy Bowman, MSD Administrative Secretary
Michael Keeling, ISD Operations Manager

1. Call to Order, Approval of Minutes

The February 24, 2017 JISC Data Dissemination Committee (DDC) meeting was called to order by Judge Wynne at 8:20 a.m. Judge Wynne asked for a motion to approve the Minutes for December 2, 2016. A motion was made and seconded. The minutes were unanimously approved as written.

2. Umatilla County District Attorney's Office JIS LINK Level 25 Request

Ms. Brandi Reddington, an investigator for Umatilla County District Attorney's Office, presented her request for JIS LINK level 25 prosecutor access. She stated that she was unaware of all the available levels of access to JIS LINK when she made the initial request, and acknowledged a lower level of access, one that still had the DCH screen, would be sufficient. Ms. Reddington and DDA Happold discussed the different levels during the week leading up to the meeting. DDA Happold reported that AOC does not recommend providing the requested level 25 JIS LINK access. She recommended providing a JIS LINK Level 1 paid account, the same as both Multnomah and Douglas counties. Ms. Reddington responded that she needed more than level 1 as she needed the ability to check DCHs.

Judge Leach made a motion to approve a level 1 paid account for Umatilla County District Attorney's Office. Ms. Miner seconded the motion. The motion passed. Ms. Reddington requested that the fee be waived. Judge Wynne declined the request at this time. DDA Happold will contact Ms. Reddington to finalize the details of the agreement.

3. Public Defender Association JIS LINK Level 20 Access Request

Representatives of the Public Defender Association presented their request for JIS LINK level 20 access for four attorneys and a legal assistant associated with King County's Law Enforcement Assisted Diversion (LEAD) program. DDA Happold recommended the Committee approve the request and suggested that the JIS LINK subscription agreement be tailored to just allow those specific individuals associated with LEAD. Judge Wynne asked members of the Committee if they had any comments or questions. Judge Leach suggested the contract be amended to include a confidentiality agreement that would be renewed annually. Judge Marinella made a motion to approve the requested JIS LINK level 20 access, though restricting it to just those attorneys and staff in the LEAD program as described in the meeting materials, and to include requiring confidentiality agreements as suggested by Judge Leach. Judge Svaren seconded the motion. The motion was passed. DDA Happold will draft the agreement and contact the representatives of the Public Defender Association once it is finished.

4. Public Defender Access to the DOL/ADR Tab in JABS

DDA Happold presented this topic to the Committee and recommended public defenders with level 20 access in the Judicial Access Browser System (JABS) be given access to the Department of Licensing (DOL) Abstract Driving Record (ADR) tab. In the past, public defenders' requests for access to DOL information in JIS LINK were denied by the Committee because RCW 46.52.130 did not allow for it, and because users with the JIS LINK level 20 access could not be partitioned. This meant if the access was granted, it would be given to public defenders and all other level 20 users, such as various state agencies, who were not authorized to have that access. However, DDA Happold presented this topic again to the Committee because recent amendments to RCW 46.52.130 now allowed for an individual's attorney to have access to the ADR, and because the AOC's ability to create different profiles within JABS level 20. AOC can now partition level 20 users in JABS and give ADR access only to public defenders, while continuing to prohibit the access to those users not authorized under RCW 46.52.130. This access would only be in JABS as the JIS LINK level 20 cannot be partitioned in the same way. Ms. Vance voiced her support for allowing this access, as it will lessen court clerk workloads. Ms. Vance made a motion to provide public defender access to the ADR information in JABS only, as recommended by DDA Happold. Ms. Powell seconded. The motion passed unanimously.

5. Legal Voice VAWA Letter

Judge Wynne presented the letter he received from Legal Voice asserting that Washington state courts did not conform to the Violence Against Women Act (VAWA), 18 U.S.C. § 2265(d)(3). Tamso Johnson reviewed the issues described in the letter and explained why the organization was contacting the Committee again as it did in 2006/2007.

Also attached to the Legal Voice letter was a recent Department of Justice (DOJ) opinion about the section in question. The opinion stated that the section applied to both foreign and in-state protection orders. Judge Wynne mentioned that when the Committee asked for such an opinion in 2006, the DOJ denied the request. Judge Wynne also stated that the proposed amendments to the Data Dissemination Policy would make all addresses confidential, including addresses of victims of domestic violence. A concern was raised that it was not only addresses, but names that should not be made available online.

Committee members discussed how some protective orders were filed inside another case (i.e. dissolutions, civil suits, etc.), and that it was unclear how it could be segregated from the rest of the case. Judge Leach commented that the federal statute limits information “made available publicly on the internet” which is different than electronic access. He also stated that this information is available for viewing at the court locations. Several members questioned the constitutionality of the section and stated that it was not a simple legal question. Judge Wynne previously asked DDA Happold to contact Minnesota AOC to find out how they followed this section of the VAWA. DDA Happold went over key Minnesota Court Rules and reported that they have separate case types for domestic violence and protection orders. One issue Minnesota did grapple with was how to follow the section for criminal cases. Ms. Miner noted that criminal cases could be outside this Committee’s control as protected information would be in documents, not data, therefore making it a County Clerk matter. Judge Wynne suggested assigning confidentiality to stand-alone cases, for example, protection orders. Both he and Judge Leach recommended forming a workgroup to discuss this further as it was a difficult issue that could go beyond this Committee’s control.

Judge Wynne asked if there were any other questions. DDA Happold asked Mr. Johnson for clarification in the 2nd paragraph of the Legal Voice VAWA letter and what was meant by “free Judicial System Link.” Mr. Johnson said that Sarah Ainsworth, the main author of the letter, could answer that question and that he would contact her. Judge Wynne suggested that the work group include members of the Access to Justice, WAPA, law enforcement, media, various court/clerk associations and Legal Voice. He also suggested that Judge Leach chair it as he would most likely be retired before the issue was resolved. DDA Happold, Judge Wynne and Judge Leach will discuss forming this work group. DDA Happold will follow up with Judge Wynne during the week of March 7 via email.

6. Other Business

WACDL comments and court questions regarding draft Data Dissemination Policy

DDA Happold reported that the only comments she received from the associations regarding the draft Data Dissemination Policy was a letter from the Washington Association of Criminal Defense Lawyers (WACDL). WACDL expressed concern that the new language in Section III.D seemed to limit the court clerks ability to disseminate DCH information to only their own courts’ records, and that the outdated nature of JIS hindered the DCHs being available to private attorneys with JIS LINK level 1 access.

Members of the Committee stated that language in Section III.D did not conflict as the second sentence specifically allows a court or county clerk to disseminate a report or data summarizing an individual’s case history; this includes available statewide data that could be disseminated to anyone who asks for it.

Court user questions regarding draft Data Dissemination Policy

The Committee went through the court user questions about the disclaimer language in Section VI.B. The first question was if there was a way to request a blanket exception for all routine summary reports from JIS/Odyssey. Judge Leach asked for more information about these reports as he had reservations about blanket approvals. Committee members agreed that a description should be required, not just a label. Once the report is described, then an exemption can be done for that specific “type” of report, for example: dockets.

The next question was if the disclaimer only applied to a person's name or to reports containing identifying information. The Committee responded that the disclaimer applies to any report coming out of JIS or Odyssey.

Last, it was asked if the disclaimer could be included in the policy at Section III.F, so the policy itself is the disclaimer. The Committee responded that the disclaimer could not be included in the policy as that would not put the data requestors on immediate notice. The disclaimer had to be with the report.

The question was raised whether BOXI could stamp the disclaimer on a report or provide an 'automatic footer.' DDA Happold will ask the Data Warehouse if this is possible.

Ms. Vance will share the Committee's responses at the next DMCJA Board meeting.

Update on ITG152 – public DCH tab in court user JABS

DDA Happold updated the Committee on ITG152. AOC is building a tab in the court-user JABS access to allow a court user to print a DCH that would only list publically accessible cases. Sealed juvenile information, for example, would not be displayed.

It was asked if a public DCH was going to be built for the JIS LINK level 1 access. DDA Happold stated that she previously asked for a sizing estimate from AOC ISD, and the time it would take to build this screen would be extensive. Mr. Keeling agreed it would be easier to accomplish the public case DCH tab in JABS rather than the public DCH screen in JIS LINK, and it would be the best use of available resources.

It was asked if the public view option would still work after EDR is finished and Mr. Keeling confirmed it would. He also stated that the ITG152 DCH tab is still not scheduled for release, but possibly could ready by the end of June. Judge Wynne asked Mr. Keeling to provide an update for the next DDC meeting.

7. Adjournment

Judge Wynne adjourned the meeting at 9:45 a.m.

**2. Kitsap County
Prosecutor's Office
PCN Entry Request**



Office of the
KITSAP COUNTY CLERK

David W. Peterson, Clerk

614 Division Street, MS 34 – Port Orchard, WA 98366-4692
360-337-7164 FAX 360-337-4927
www.kitsapgov.com/clerk

March 13, 2017

Stephanie Happold, Committee Chair
Data Dissemination Committee
Administrative Office of the Courts
PO Box 41170
Olympia, WA 98504-1170

Subject: Request for Special Access Exemption for Kitsap County Prosecutor's Office

Ms. Happold:

I am requesting a special access exemption be granted to the Kitsap County Prosecutor's Office to allow a representative from the Prosecutor's Office to enter PCN information into the Judicial Information System (JIS) for the Kitsap County Superior Court Clerk's Office.

The Prosecutor's Office has entered the PCN information on the PCN screen in JIS for the court for many years. The PCN information is the Process Control Number given to identify a defendant's fingerprints taken at the time of arrest. This information is entered into the PCN screen and is automatically downloaded to the Washington State Patrol Identification Section to update an individual's criminal history.

The Prosecutor's Office volunteered to input the PCN information to expedite the entry of PCN numbers into various court databases, as they were responsible for charging decisions so defendant criminal history would be more streamlined and as "real time" as possible. This logical and helpful process has served the courts and our office well.

Therefore, I join the courts in requesting that the Data Dissemination Committee grant the Kitsap County Prosecutor's Office an exemption for special access to JIS to allow a Kitsap County Prosecutor's Office clerk the ability to enter the PCN information into JIS.

Sincerely,

Dave Peterson, Kitsap County Clerk



*Judge
Sara L. McCulloch*

*Court Administrator
Telma Hauth*

BAINBRIDGE ISLAND MUNICIPAL COURT

March 2, 2017

Stephanie Happold, Committee Chair
Data Dissemination Committee
Administrative Office of the Courts
PO Box 41170
Olympia, WA 98504-1170

Subject: Request for Exemption for Special Access for Kitsap County Prosecutor's Office

Dear Ms. Happold,

Bainbridge Island Municipal Court is requesting an exemption for special access be granted to the Kitsap County Prosecutor's Office to allow a representative from the Prosecutor's Office to enter PCN information into the Judicial Information System (JIS) for the Bainbridge Island Municipal Court.

The City of Bainbridge Island has contracted with the Kitsap County Prosecutor's Office since 2006 for legal services for prosecution of municipal criminal complaints. Since that date the Prosecutor's Office has entered the PCN information at the PCN screen in JIS for the Court. The PCN information is the Process Control Number given to identify a defendant's fingerprints taken at the time of arrest. This information is entered into the PCN screen and is automatically downloaded to the Washington State Patrol Identification Section to update an individual's criminal history. The Prosecutor's Office volunteered to input the PCN information to expedite the entry of PCN numbers into the various court databases they were responsible for charging decisions so defendant criminal history would be more streamlined and as "real time" as possible.

Municipal Court

Mailing Address: PO Box 151, Rollingbay, WA 98061
Location address: 10255 NE Valley Road, Bainbridge Island
Email address: court@bainbridgewa.gov
Phone: (206) 842-5641 Fax: (206) 842-0316
www.bainbridgewa.gov/court

Therefore, Bainbridge Island Municipal Court is requesting that the Data Dissemination Committee (DCC) grant the Kitsap County Prosecutor's Office an exemption for special access to JIS to allow a Kitsap County Prosecutor's Office clerk the ability to enter the PCN information in JIS.

If you have any questions, please do not hesitate to contact me.

Sincerely,

BAINBRIDGE ISLAND MUNICIPAL COURT



Telma Hauth
Court Administrator

cc: Kelly E Pelland, PLS,
Kitsap County Prosecutor's Office

PORT ORCHARD MUNICIPAL COURT

TARRELL S. DECKER, JUDGE

DEBORAH M. HUNT, COURT ADMINISTRATOR
216 Prospect Street
Port Orchard, WA 98366

(360) 876-1701
Fax: (360) 895-3071

March 2, 2017

Stephanie Happold, Committee Chair
Data Dissemination Committee
Administrative Office of the Courts
PO Box 41170
Olympia, WA 98504-1170

Subject: Request for Exemption for Special Access for Kitsap County Prosecutor's Office

Dear Ms. Happold,

Port Orchard Municipal Court is requesting an exemption for special access be granted to the Kitsap County Prosecutor's Office to allow a representative from the Prosecutor's Office to enter PCN information into the Judicial Information System (JIS) for the Port Orchard Municipal Court.

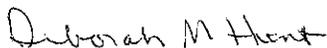
The City of Port Orchard has contracted with the Kitsap County Prosecutor's Office since April 2000 for legal services for prosecution of municipal criminal complaints. Since that date the Prosecutor's Office has entered the PCN information at the PCN screen in JIS for the Court. The PCN information is the Process Control Number given to identify a defendant's fingerprints taken at the time of arrest. This information is entered into the PCN screen and is automatically downloaded to the Washington State Patrol Identification Section to update an individual's criminal history. The Prosecutor's Office volunteered to input the PCN information to expedite the entry of PCN numbers into the various court databases they were responsible for charging decisions so defendant criminal history would be more streamlined and as "real time" as possible.

Therefore, Port Orchard Municipal Court is requesting that the Data Dissemination Committee (DCC) grant the Kitsap County Prosecutor's Office an exemption for special access to JIS to allow a Kitsap County Prosecutor's Office clerk the ability to enter the PCN information in JIS.

If you have any questions, please do not hesitate to contact me.

Sincerely,

PORT ORCHARD MUNICIPAL COURT



Deborah M. Hunt
Court Administrator

cc: Kelly E Pelland, PLS,
Kitsap County Prosecutor's Office

KITSAP COUNTY DISTRICT COURT

CLAIRE A. BRADLEY, JUDGE
DEPARTMENT NO. 1

614 Division Street, MS-25
Port Orchard, WA 98366
(360) 337-7109
KCDC@co.kitsap.wa.us

MARILYN G. PAJA, JUDGE
DEPARTMENT NO. 3

JEFFREY J. JAHNS, JUDGE
DEPARTMENT NO. 2

STEPHEN J. HOLMAN, JUDGE
DEPARTMENT NO. 4

MAURICE H. BAKER
COURT ADMINISTRATOR

March 2, 2017

Stephanie Happold, Committee Chair
Data Dissemination Committee
Administrative Office of the Courts
PO Box 41170
Olympia, WA 98504-1170

Subject: Request for Exemption for Special Access for Kitsap County Prosecutor's Office

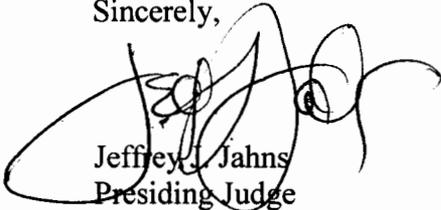
Dear Ms. Happold,

Kitsap County District Court is requesting an exemption for special access to be granted to the Kitsap County Prosecutor's Office to allow a representative from the Prosecutor's Office to enter PCN information into the Judicial Information System (JIS) for the Kitsap County District Court.

The Prosecutor's Office has entered the PCN information on the PCN screen in JIS for the court for many years. The PCN information is the Process Control Number given to identify a defendant's fingerprints taken at the time of arrest. This information is entered into the PCN screen and is automatically downloaded to the Washington State Patrol Identification Section to update an individual's criminal history. The Prosecutor's Office volunteered to input the PCN information to expedite the entry of PCN numbers into various court databases, as they were responsible for charging decisions so defendant criminal history would be more streamlined and as "real time" as possible.

Therefore, Kitsap County District Court is requesting that the Data Dissemination Committee grant the Kitsap County Prosecutor's Office an exemption for special access to JIS to allow a Kitsap County Prosecutor's Office clerk the ability to enter the PCN information into JIS.

Sincerely,



Jeffrey J. Jahns
Presiding Judge

3. Tacoma Prosecutor Request



City of Tacoma
Office of the City Attorney

March 23, 2017

Hon. Thomas J Wynne, Chair
JISC Data Dissemination Committee
18000 International Blvd. Suite 1106
SeaTac, WA 98188

Our office is in the process of transitioning from JIS to JABS access, as our access will no longer be maintained by the court. As a result of this change, it my understanding, that we will no longer have access to print domains. Although our office is looking into the possibility of going paperless, we are not there yet. We still order and print court calendars through JIS and we order and batch print DCHs and ADRs. Staff orders these documents to pull court calendars and they include the new DCH/ADR for each file for review by a prosecutor at the time of their calendar preparation.

The required man hours for pulling calendars will increase dramatically if we have to look-up and print information for each individual case on the calendar, significantly adversely affecting our operation. Additionally, the potential for error increases substantially by having to manually search for each DCH/ADR.

It is my understanding that our level of access is now set at 'Pros Atty/Non-Contract City Atty w/DOL'. I respectfully request that the Data Dissemination Committee grant us the appropriate access to continue to request and print court calendars and batch DCHs/ADRs.

Respectfully submitted,

Jodi Marshall
Office Administrator

4. Pasco Municipal Court Request



MUNICIPAL COURT

Phone (509) 545-3491

1016 North Fourth, Pasco, Washington 99301

April 21, 2017

Data Dissemination Committee
Administrative Office of the Courts
PO Box 41170
Olympia, WA 98504-1170

Re: Access to the JIS Database

Dear Committee Members:

Pasco Municipal Court is requesting the City of Pasco Finance Department be allowed access to the JIS database in order to reconcile the monthly bank statement. With your permission I could give access to only one finance department employee. I was recently advised by Stephanie Happold, the AOC Data Dissemination Administrator, that AOC is not authorized to provide JIS access to non-court city workers without a specific exemption for that access as granted by this committee.

The city finance department has been reconciling our manual checkbook against the JIS database since we went on JIS in 1995. Before that, finance reconciled the checkbook since 1986. The finance person comes to the court office, uses the manual checkbook to balance against the information in JIS and they leave our office. The Washington State Auditors that do the annual audit of our court have continually praised our separation of duties through the use of an outside person coming to the court office and performing this function. A "read-only" access will not sufficiently allow the access needed to enter data in the screens used to perform the checkbook reconciliation in JIS.

There are other small courts that also have a different city division, typically finance, that also reconcile their checkbook as it is an auditing recommendation. For smaller courts, having one person receipt in cash payments, write bail refund checks and then reconcile the bank statement have caused problems for courts in the past with the scandal that goes with the misappropriation of court funds. The opportunity for theft exists when there are no separation of duties. Although we are not a "small" court with one or two people, Pasco Municipal Court does not have the staffing to keep one person from handling cash on a daily basis so they are available to reconcile the checkbook at the end of the month.

Thank you for taking the time to consider this very important issue for Pasco Municipal Court.

Sincerely,

Dot French, Court Administrator
Pasco Municipal Court

**5. Data Dissemination
Policy Amendments
and Related Matters**

The Supreme Court
State of Washington

MARY E. FAIRHURST
CHIEF JUSTICE
TEMPLE OF JUSTICE
POST OFFICE BOX 40929
OLYMPIA, WASHINGTON
98504-0929



(360) 357-2053
E-MAIL MARY.FAIRHURST@COURTS.WA.GOV

April 3, 2017

Stephanie Happold
Data Dissemination Administrator
Administrative Office of the Courts
P.O. Box 41174
Olympia, WA 98504-1174

Re: Amended Judicial Information System Committee Data Dissemination Policy

Dear Stephanie:

I am writing on behalf of the Supreme Court to respond to the submittal of the amended Judicial Information System Committee Data Dissemination (DD) Policy that you transmitted with a letter dated March 8, 2017 to Justice Charles W. Johnson, Chair of the Supreme Court Rules Committee at my direction. I learned that the Rules Committee historically has not reviewed these amendments, however, the Rules Committee did review these and requested further information. The Rules Committee transmitted the amendments and the subsequent information it received, without a recommendation, to the full court for consideration at its March 29, 2017 administrative en banc conference.

First, the court is grateful for the evident significant effort the DD committee expended in amending and updating the DD policy. The court agrees with most of the changes. Some justices expressed specific concern with two areas and had additional questions. One area of concern is the addition of the Attorney General's Office (AGO) to Section VIII. It does not appear that opposing counsel in the cases where the AGO represents the State are being provided additional access to JIS records. A similar concern was expressed about Section IX where "public purpose agencies" does not include others who are not governmental or non-profit organizations. Drawing these distinctions could be viewed as some having access as a matter of right and others having access only as a matter of discretion.

A number of questions were asked. One set dealt with contracts. Do criminal justice agencies or public purpose agencies have contracts with the Administrative Office of the Courts? If they do, would the AGO have a contract too? Could other groups get access if they entered a contract? The other set dealt with the new case management systems and the future. Will the new case management systems have any impact on data dissemination generally and on the amended

Stephanie Happold

April 3, 2017

Page -2-

policy specifically? Is it anticipated that other changes will be necessary when the new case management systems are fully implemented?

The court would like the DD committee to review these concerns and questions, and we thank you in advance for your consideration. When ready, we invite the DD committee to resubmit the amended DD policy for the court's consideration. Given past history, it can be transmitted to me to put on the court's next scheduled administrative en banc conference agenda for consideration.

Thank you again for all of your and the DD committee's efforts.

Very truly yours,

A handwritten signature in cursive script that reads "Mary Fairhurst".

MARY E. FAIRHURST
Chief Justice

cc: Justices
Honorable Thomas Wynne, Chair, DD Committee

AMENDED POLICY WITH TRACKED CHANGES

Data Dissemination Policy

- [AUTHORITY AND SCOPE](#)
 - [DEFINITIONS](#)
 - [ACCESS TO JIS LEGAL RECORDS](#)
 - [JIS PRIVACY AND CONFIDENTIALITY POLICIES](#)
 - [LIMITATION ON DISSEMINATION OF JUVENILE OFFENDER COURT RECORDS](#)
 - [PROCEDURES](#)
 - [ACCESS TO AND USE OF DATA BY COURTS](#)
 - [ACCESS TO AND USE OF DATA BY CRIMINAL JUSTICE AGENCIES](#)
 - [ACCESS TO AND USE OF DATA BY PUBLIC PURPOSE AGENCIES](#)
 - ~~[E-MAIL](#)~~
 - [VERSION HISTORY](#)
-

I. AUTHORITY AND SCOPE

- A. ~~These policies govern~~This policy governs the release of information ~~in from~~ the case management systems maintained by the Administrative Office of the Courts (AOC), that include the Judicial Information System (JIS), the Superior Court Management Information System (SCOMIS), the Appellate Court System (ACORDS) and Odyssey. It also includes data collected by AOC from other court case management systems-. The policy is approved and are promulgated by the Judicial Information System Committee (JIS Committee), pursuant to Judicial Information System Committee Rule (JISCR) 12 and JISCR 15(d). ~~They, and apply~~ applies to all requests for computer-based court information subject to JISCR 15.
- B. ~~These policies are to~~This policy is to be administered in the context of the requirement of Article I, § 10 of the Constitution of the State of Washington that states: "Justice in all cases shall be administered openly, and without unnecessary delay," as well as the privacy protections of Article I, § 7, and General Rule (GR) 31.
- C. ~~These policies do~~This policy does not apply to requests initiated by or with the consent of the ~~Administrator for the Courts~~State Court Administrator or his/her for designee for the purpose of answering a request vital to the internal business of the courts. See JISCR 15(a).
- D. This policy does not apply to documents filed with the local courts and the county clerks' offices.

II. DEFINITIONS

- A. "JIS" is the acronym for "Judicial Information System" and as used in this policy represents all the case management systems that the AOC currently maintains.
- B. Records—"JIS record" is an electronic representation of information stored within, or derived from the case management systems that the AOC maintains. It is programmed to be available in readable and retrievable form.
1. ~~"JIS record" is an electronic representation (bits/bytes) of information either stored within, derived from, or accessed from the OAC. (Amended February 27, 1998.)~~
- ~~"JIS legal record" is a JIS record that is the electronic duplication of the journal of proceedings or other case-related information which it is the duty of the court clerk to keep, and which is programmed to be available in human readable and retrievable form. Case information reflecting the official legal file and displayed by JIS programs are JIS legal records.~~
- C. JIS Reports
1. ~~"JIS reportsreports" are the results of special programs written to retrieve and manipulate JIS records into a human-readable form, other than the JIS legal record. It includes, but is not limited to, index reports, compiled aggregate numbers, and statistics.~~
2. ~~"Compiled reports" are based on information related to more than one case or more than one court. As used in this policy, "compiled reports" do not include index reports.~~
- 3.2. "Index reports" are reports containing bulk court data with set data elements.
- 4.3. "Compiled aggregate numbers" are JIS reports containing only total numerical quantities without case level data elements.
- 5.4. "Routine summary reports" are JIS reports automatically generated by courts, county clerks' offices, or the AOC during the course of daily business.
- D. Data Dissemination Management
1. "Data dissemination" is the reporting or other release of information derived from JIS records.
2. ~~The "data-Data dissemination manageradministrator" is the individual designated within the Office of the Administrator forAdministrative Office of the Courts and within each individual court or county clerk's office and that is assigned the responsibility~~

~~for of~~ administration of data dissemination, including responding to requests of the public, other governmental agencies, or other participants in the judicial information system. Courts and county clerks' offices may use multiple staff to satisfy this role. ~~The name and title of the current data dissemination manager for each court and the Office of the Administrator for Administrative the Courts shall be kept on file with the Office of the Administrator for the Courts.~~

E. ~~Electronic~~ Data Dissemination Contract

The "~~electronic~~ data dissemination contract" is an agreement between ~~the a county clerk's office, a Washington state court, or the Office of the Administrator for Administrative Office of~~ the Courts and any non-Washington state court entity, ~~except a Washington State court (Supreme Court, court of appeals, superior court, district court, or municipal court), that is provided information for release of data~~ contained in the JIS ~~in an electronic format~~. The data dissemination contract shall specify terms and conditions, as approved by the ~~Judicial Information System~~ JIS Committee, concerning the data including but not limited to restrictions, obligations, and cost recovery ~~agreements fees~~. ~~Any such contract shall at a minimum include the language contained in Exhibit A – Electronic Data Dissemination Contract. (Amended February 27, 1998.)~~

F. Well Identified Person

"Well Identified Person" is defined for the purposes of this policy as an individual whose name and address are entered into the case management system with the possible addition of a date of birth, driver's license number, the state criminal identification (SID) number, or the Department of Corrections (DOC) number.

III. ACCESS TO JIS ~~LEGAL~~ RECORDS

~~Open Records Policy.~~ ~~The following principles apply to the interpretation of procedural rules or guidelines set forth in this policy.~~

- A. Access to and release of JIS data will be consistent with Article I, § 10 of the Constitution of the State of Washington, GR 31 and Washington state statutes. Statutes, court rules, case law, and policy guidelines that protect individual privacy and confidential court records shall be adhered to when JIS records or JIS reports are disseminated. All access to JIS records and JIS reports is subject to the requirements of the criteria for release of data specified in JISCR 15(f): availability of data, specificity of the request, potential for infringement of personal privacy created by release of the information requested, and potential disruption to the internal ongoing business of the courts. JIS records or JIS reports provided in electronic format shall be subject to provisions contained in the data dissemination

~~contract. Information related to the conduct of the courts' business, including statistical information and information related to the performance of courts and judicial officers, is to be disclosed as fully as resources will permit. In order to effectuate the policies protecting individual privacy which are incorporated in statutes, case law, and policy guidelines, direct downloading of the database is prohibited except for the index items identified in Section III.B.6. Such downloads shall be subject to conditions contained in the electronic data dissemination contract. (Amended February 27, 1998.)~~

~~3. _____ Dissemination of compiled reports on an individual, including information from more than one case, is to be limited to those items contained in a case index, as defined in Section III.B.6.~~

~~B. Privacy protections accorded by the United States Congress and by the Washington State Legislature to records held by other state agencies are to be applied to requests for computerized information from court JIS records or JIS reports, unless such record is a "court record" as defined in GR 31 and access is controlled by GR 31(d) and GR 31(e). admitted in the record of a judicial proceeding, or otherwise made a part of a file in such a proceeding, so that court computer records will not be used to circumvent such protections.~~

~~C. **Contact Lists:** Access to JIS information will not be granted when to do so would have the effect of providing access to lists of individuals for commercial purposes, defined as set forth in RCW 42.17.260(6) and WAC 390-13-010, i.e., that in connection with access to a list of individuals, the person requesting the record intends that the list will be used to communicate with the individuals named in the record for the purpose of facilitating profit expecting activity. The use of JIS records or JIS reports for the purpose of commercial solicitation of individuals named in the court records is prohibited. Requests for JIS data for this purpose will be denied.~~

~~6. _____ Except to the extent that dissemination is restricted by Section IV.B, or is subject to provisions in the electronic data dissemination contract, electronic records representing court documents are to be made available on a case-by-case and court-by-court basis as fully as they are in hard copy form. (Amended February 27, 1998.)~~

~~All access to JIS information is subject to the requirements of the criteria for release of data specified in JISCR 15(f): availability of data, specificity of the request, potential for infringement of personal privacy created by release of the information requested, and potential disruption to the internal ongoing business of the courts. JIS information provided in electronic format shall be subject to provisions contained in the electronic data dissemination contract. (Amended February 27, 1998.)~~

D. Court and county clerk data dissemination managers-administrators will restrict the public dissemination of JIS reports to data related to the manager's-administrator's particular court, or court operations subject to the supervision of that court, except where the court has access to JIS statewide indices. A court or county clerk may disseminate a report or data summarizing an individual's case history.

E. Courts and county clerks' offices may direct requestors to the Administrative Office of the Courts if the request falls under GR 31 (g) (2) and creates an undue burden on the court's or the county clerk's operations because of the amount of equipment, materials, staff time, computer time or other resources required to satisfy the request.

F. Routine summary reports will be made available to the public upon request, subject to the payment of an established fee and so long as such request can be met without unduly disrupting the on-going business of the courts.

~~3. Access to JIS legal records, in the form of case-specific records, will be permitted to the extent that such records in other forms are open to inspection by statute, case law and court rule, and unless restricted by the privacy and confidentiality policies below.~~

~~4. Individuals, personally or through their designees, may obtain access to compiled legal records pertaining to themselves upon written request, accompanied by a signed waiver of privacy.~~

~~5. No compiled reports will be disseminated containing information which permits a person, other than a judicial officer or an attorney engaged in the conduct of court business, to be identified as an individual, except that data dissemination managers may disseminate the following:~~

~~a. Public agency requested reports. Reports requested by public agencies which perform, as a principal function, activities directly related to the prosecution, adjudication, detention, or rehabilitation of criminal offenders, or to the investigation, adjudication, or enforcement of orders related to the violation of professional standards of conduct, specifically including criminal justice agencies certified to receive criminal history record information pursuant to RCW 10.97.030(5)(b).~~

~~b. Personal reports, on the request or signed waiver of the subject of the report.~~

~~c. On court order.~~

G. Index Report

1. An index report, containing some or all of the following information, may be disseminated: (Amended February 27, 1998.) shall not contain confidential information as determined by Court Rules, Washington state law and Federal law. In addition, the following data is confidential information:

- 1a. filing date; social security numbers;
- 2b. case caption; financial account numbers;
- 3c. party name and relationship to case (e.g., plaintiff, defendant); driver's license numbers;
- 4d. cause of action or charge; dates of birth of a minor child;
- 5e. case number or designation; party addresses and telephone numbers;
- 6f. case outcome; witness and victim addresses and phone numbers;
- 7g. disposition date; abstract driving records as defined in RCW 46.52.130; and
- h. well identified person addresses and phone numbers.

COMMENT

The JISC Data Dissemination Policy adopted on May 19, 1995 limited public access to JIS data to an index report. Address information was not a data element included in that index report. The Data Dissemination Policy also prohibited public access to compiled reports. This policy predated the adoption of GR 31 and GR 22. Neither GR 15, GR 31 nor GR 22 provide for confidentiality of party addresses. A Confidential Information Form (CIF) promulgated by the Pattern Forms Committee must be completed and provided to the Clerk upon filing a family law matter or domestic violence petition. The current version of the CIF, as of 11/1/2016, provides a block which may be checked by a party providing: "the health, safety, or liberty of a party or child would be jeopardized by disclosure of address information because: _____." See RCW 26.27.281(5). No additional security is provided in the JIS system by a party checking this block. A reasonable expectation of privacy in the address information on the CIF is created by checking this block.

The JIS system, including Odyssey, cannot differentiate the source of an address currently contained in the system.

2. No screen or report in a JIS system shall be made available for public dissemination if it contains confidential information, as defined in this section, notwithstanding any other provision of this policy.

(III.B.6.f. and III.B.6.g. added December 5, 1997.)

3. An index report provided in electronic format shall be subject to the provisions contained in the ~~electronic~~ data dissemination contract. (Amended February 27, 1998.)

~~A report sorted by case resolution and resolution type, giving index criteria except individual names, may be compiled and released. (Section added June 21, 1996.)~~

4. A local court or county clerk's office is not precluded by this policy from releasing, without redaction, a document or pleading containing a residential address, as this policy does not apply to documents filed with local courts or county clerks' offices.
5. A local court or county clerk's office is not precluded by this policy from providing the address of a party or well identified person to a state agency to meet requirements of law or court rules.
6. A local court or county clerk's office is not precluded from providing the address of a party or well identified person for the purpose of conducting the court's or the county clerk's business

H. Financial Data.

1. Requests to courts or county clerks' offices will be handled by that individual office in the same manner as all other requests for court data.
2. Requests to the AOC for statewide financial court data or for an individual court's data will be handled in the following manner:
 - a. Requestor will provide as much detail as possible regarding the specific financial information being requested. Explanations may include such information as specific codes, accounting or non-accounting needs, statewide aggregate, court aggregate or case-by-case data, and court levels.
 - b. The AOC will review the request and submit any clarifications to the requestor. Communications may need to take place between the AOC staff and the requestor so the parties know what is being asked for and what can be provided. The time taken for clarifications and meetings will be in addition to any time estimates given for compiling the data. Further,

the requestor will be charged for the staff time under the approved cost recovery fee for research/programming.

- c. Prior to release of the report, the data will be reviewed by delegated court and/or county clerk representatives for accuracy and completeness. Review period for representatives will be ten (10) days. Any disputes between AOC and the court/county clerk representatives regarding the data contained in the reports shall be resolved by the JISC Data Dissemination Committee.

IV. JIS PRIVACY AND CONFIDENTIALITY POLICIES

- A. Information in JIS records which is sealed, exempted, or otherwise restricted by law, including ~~or~~ court rule, whether or not directly applicable to the courts, may not be released except by specific court order, by statutory authority, or for research requests described in Section IV.C.
- B. Confidential information regarding individual litigants, witnesses, ~~or jurors,~~ or well identified persons that ~~has been collected for the internal administrative operations is contained in case management systems~~ of the courts will not be disseminated. ~~This information includes, but is not limited to, credit card and P.I.N. numbers, and social security numbers.~~ Identifying information (including, but not limited to, residential addresses and ~~residential personal~~ phone numbers) regarding individual litigants, witnesses, ~~or jurors,~~ or well identified persons will not be disseminated, except that the residential addresses of litigants will be available to the extent otherwise permitted by law and court rule. (*Section amended September 20, 1996; June 26, 1998.*)
- C. A data dissemination ~~manager-administrator~~ may provide data for a research report when the identification of specific individuals is ancillary to the purpose of the research, the data will not be sold or otherwise distributed to third parties, and the ~~requester-requestor~~ agrees to maintain the confidentiality required by these policies. In such instances, the ~~requester-requestor~~ shall complete a research agreement in a form prescribed by the ~~Office of the Administrator for~~ Administrative Office of the Courts. The research agreement shall: 1) require the ~~requester-requestor~~ to explain provisions for the secure protection of any data that is confidential, using physical locks, computer passwords and/or encryption; 2) prohibit the disclosure of data in any form which identifies an individual; 3) prohibit the copying or duplication of information or data provided other than for the stated research, evaluative, or statistical purpose. (*Amended June 6, 1997.*)

V. LIMITATION ON DISSEMINATION OF JUVENILE OFFENDER COURT RECORDS*

The dissemination of juvenile offender court records maintained in the Judicial Information System shall be limited as follows:

- A. Juvenile offender court records shall be excluded from any bulk distribution of JIS records by the Administrative Office of the Courts otherwise authorized by GR 31(g), except for research purposes as permitted by statute or court rule.
- B. The Administrative Office of the Courts shall not display any information from an official juvenile offender court record on a publicly-accessible website that is a statewide index of court cases.

* Juvenile offender court records shall remain publicly accessible on the JIS Link notwithstanding any provision of this section. (*Section added September 6, 2013.*)

VI. PROCEDURES

- A. Uniform procedures for requesting JIS information, and for the appeal of decisions of data dissemination ~~managers~~administrators, shall be ~~as set forth in policies issued by the Office of the Administrator for the Courts~~Administrative Office of the Courts pursuant to JISCR 15(d).
- B. In any case where a report is provided, the report must be accompanied by a suitable disclaimer noting that the courts, the county clerks' offices, and the Administrative Office of the Courts can make no representations regarding the identity of any persons whose names appear in the report, and ~~that the court makes~~can make no representations s as to the accuracy and completeness of the data except for court purposes. Courts, county clerks' offices, or their associations may apply to the JIS Data Dissemination Committee (DDC) for an exemption to the disclaimer for specific routine summary reports that are generated in such a manner that makes the accompaniment difficult. The exemption request should include an explanation as to why producing the disclaimer is difficult for that particular report.

VII. ACCESS TO AND USE OF DATA BY COURTS

The Courts~~courts~~, the county clerks' offices, and their employees may access and use JIS records only for the purpose of conducting official court business. Such access and use shall be governed by appropriate security policies and procedures. Each year, all court staff, county clerk staff, and anyone receiving access from a court or a county clerk's office, including prosecutors and public

defenders with access to the Judicial Access Browser System (JABS), will sign a confidentiality agreement by January 31. The courts and the county clerks' offices will then submit a Statement of Compliance to the AOC by March 31 confirming that their staff and any other users receiving access from their office have executed the agreements. This requirement does not apply to subscribers to portals (i.e. Odyssey Portal or comparable systems) which furnish access to court data, provided that the subscription or user agreement for such systems includes conditions establishing confidentiality and limitations on the dissemination of court data obtained through such systems.

VIII. ACCESS TO AND USE OF DATA BY CRIMINAL JUSTICE AGENCIES AND BY THE WASHINGTON STATE ATTORNEY GENERAL'S OFFICE

- A. "Criminal justice agencies" as defined in ~~RCW Chapter~~ chapter 10.97 RCW shall have additional access to JIS records beyond that which is permitted the public.
- B. The JIS Committee shall approve the access level and permitted use(s) for classes of criminal justice agencies including, but not limited to, law enforcement, prosecutors, and corrections. An agency that is not covered by a class may request access.
- C. Agencies requesting access under this provision shall identify the information requested and the proposed use(s).
- D. Access by criminal justice agencies shall be governed by an electronic data dissemination contract with each such agency. The contract shall:
 - 1. Specify the data to which access is granted.
 - 2. Specify the uses which the agency may make of the data.
 - 3. Include the agency's agreement that its employees will access the data only for the uses specified.
- E. The Washington State Attorney General's Office will be provided additional access to JIS records for those cases in which it represents the State.

IX. ACCESS TO AND USE OF DATA BY PUBLIC PURPOSE AGENCIES

- A. "Public purpose agency" includes governmental agencies included in the definition of "agency" in RCW ~~42.17.020~~ 42.56.010 and other non-profit organizations whose principal function is to provide services to the public.
- B. A public purpose agency may request court records not publicly accessible for scholarly, governmental, or research purposes where the

identification of specific individuals is ancillary to the purpose of the request.

~~C.~~ Upon approval by the JIS Committee, public purpose agencies may be granted additional access to JIS records beyond that which is permitted the public.

~~D.C.~~ Agencies requesting additional access under this provision shall identify the information requested and the proposed use(s). In reviewing such requests, ~~the~~ , the courts, the county clerks' offices, and the JISC will consider such criteria as:

1. The extent to which access will result in efficiencies in the operation of a court or courts.
2. The extent to which access will enable the fulfillment of a legislative mandate.
3. The extent to which access will result in efficiencies in other parts of the criminal justice system.
4. The risks created by permitting such access.

The courts, the county clerks' offices, and the JIS Committee must determine that fulfilling the request will not violate GR 31, and must determine the minimum access to restricted court records necessary for the purpose of the request.

~~E.D.~~ Access by public purpose agencies shall be governed by ~~an electronic~~ data dissemination contract ~~with each such agency~~. The contract shall:

1. Require the requestor to specify provisions for the secure protection of any data that is confidential.
- ~~1.2.~~ Specify the data to which access is granted. Prohibit the disclosure of data in any form which identifies an individual.
- ~~2.3.~~ Specify the uses which the agency may make of the data. Prohibit the copying, duplication, or dissemination of information or data provided other than for the stated purpose.
- ~~3.4.~~ Include the agency's agreement that its employees will access the data only for the uses specified. Maintain a log of any distribution of court records which will be open and available for audit by the court, the county clerk's office or the AOC. Any audit should verify that the court records are being appropriately used and in a manner consistent with GR 31.

~~X. E-MAIL~~

~~The JIS provides e-mail for official court business use only. Access to judicial officers' and court employees' e-mail is restricted. Access to a judicial officer's e-mail files shall only be granted with the permission of the judicial officer involved. Request for access to a court employee's e-mail or to logs containing records on an employee's e-mail shall be subject to the review and approval of the county clerk if the employee is employed in the clerk's office, or the presiding judge or court administrator if the employee is employed by the court. Nothing in this policy shall be used as a reason to withhold records which are the subject of a subpoena or otherwise available to the public.~~

XI.X. VERSION HISTORY

These policies shall take effect 30 days from the date of their adoption by the Judicial Information Systems Committee, May 19, 1995.

- Adopted May 19, 1995
- Amended June 21, 1996
- Amended September 20, 1996
- Amended June 6, 1997
- Amended December 5, 1997
- Amended February 27, 1998
- Amended June 26, 1998
- Amended September 6, 2013

AMENDED POLICY WITH CHANGES ACCEPTED

Data Dissemination Policy

- [AUTHORITY AND SCOPE](#)
 - [DEFINITIONS](#)
 - [ACCESS TO JIS LEGAL RECORDS](#)
 - [JIS PRIVACY AND CONFIDENTIALITY POLICIES](#)
 - [LIMITATION ON DISSEMINATION OF JUVENILE OFFENDER COURT RECORDS](#)
 - [PROCEDURES](#)
 - [ACCESS TO AND USE OF DATA BY COURTS](#)
 - [ACCESS TO AND USE OF DATA BY CRIMINAL JUSTICE AGENCIES](#)
 - [ACCESS TO AND USE OF DATA BY PUBLIC PURPOSE AGENCIES](#)
 - [VERSION HISTORY](#)
-

I. AUTHORITY AND SCOPE

- A. This policy governs the release of information from the case management systems maintained by the Administrative Office of the Courts (AOC) that include the Judicial Information System (JIS), the Superior Court Management Information System (SCOMIS), the Appellate Court System (ACORDS) and Odyssey. It also includes data collected by AOC from other court case management systems. The policy is approved by the Judicial Information System Committee (JISC), pursuant to the Judicial Information System Committee Rule (JISCR) 12 and JISCR 15(d), and applies to all requests for computer-based court information subject to JISCR 15.
- B. This policy is to be administered in the context of the requirement of Article I, § 10 of the Constitution of the State of Washington that states: "Justice in all cases shall be administered openly, and without unnecessary delay," as well as the privacy protections of Article I, § 7, and General Rule (GR) 31.
- C. This policy does not apply to requests initiated by or with the consent of the State Court Administrator or his/her designee for the purpose of answering a request vital to the internal business of the courts. See JISCR 15(a).
- D. This policy does not apply to documents filed with the local courts and the county clerks' offices.

II. DEFINITIONS

- A. "**JIS**" is the acronym for "Judicial Information System" and as used in this policy represents all the case management systems that the AOC currently maintains.

- B. **"JIS record"** is an electronic representation of information stored within, or derived from the case management systems that the AOC maintains. It is programmed to be available in readable and retrievable form.
- C. JIS Reports
 - 1. **"JIS reports"** are the results of special programs written to retrieve and manipulate JIS records into a readable form. It includes, but is not limited to, index reports, compiled aggregate numbers, and statistics.
 - 2. **"Index reports"** are reports containing bulk court data with set data elements.
 - 3. **"Compiled aggregate numbers"** are JIS reports containing only total numerical quantities without case level data elements.
 - 4. **"Routine summary reports"** are JIS reports automatically generated by courts, county clerks' offices, or the AOC during the course of daily business.
- D. Data Dissemination Management
 - 1. **"Data dissemination"** is the reporting or other release of information derived from JIS records.
 - 2. **"Data dissemination administrator"** is the individual designated within the AOC and within each individual court or county clerk's office, who is assigned the responsibility of administration of data dissemination, including responding to requests of the public, other governmental agencies, or other participants in the judicial information system. Courts and county clerks' offices may use multiple staff to satisfy this role.
- E. Data Dissemination Contract

The **"data dissemination contract"** is an agreement between a county clerk's office, a Washington state court, or the AOC and any non-Washington state court entity for release of data contained in the JIS. The data dissemination contract shall specify terms and conditions, as approved by the JISC, concerning the data including but not limited to restrictions, obligations, and cost recovery fees.
- F. Well Identified Person

"Well identified person" is defined for the purposes of this policy as an individual whose name and address are entered into the case management system with the possible addition of a date of birth, driver's license number, the state criminal identification (SID) number, or the Department of Corrections (DOC) number.

III. ACCESS TO JIS RECORDS

- A. Access to and release of JIS data will be consistent with Article I, § 10 of the Constitution of the State of Washington, GR 31, and Washington state statutes. Statutes, court rules, case law, and policy guidelines that protect

individual privacy and confidential court records shall be adhered to when JIS records or JIS reports are disseminated. All access to JIS records and JIS reports is subject to the requirements of the criteria for release of data specified in JISCR 15(f): availability of data, specificity of the request, potential for infringement of personal privacy created by release of the information requested, and potential disruption to the internal ongoing business of the courts. JIS records or JIS reports provided in electronic format shall be subject to provisions contained in the data dissemination contract.

- B. Privacy protections accorded by the United States Congress and by the Washington State Legislature to records held by other state agencies are to be applied to requests for JIS records or JIS reports, unless such record is a “court record” as defined in GR 31 and access is controlled by GR 31(d) and GR 31(e).
- C. Contact Lists: The use of JIS records or JIS reports for the purpose of commercial solicitation of individuals named in the court records is prohibited. Requests for JIS data for this purpose will be denied.
- D. Court and county clerk data dissemination administrators will restrict the public dissemination of JIS reports to data related to the administrator’s particular court, or court operations subject to the supervision of that court. A court or county clerk may disseminate a report or data summarizing an individual’s case history.
- E. Courts and county clerks’ offices may direct requestors to the AOC if the request falls under GR 31(g)(2) and creates an undue burden on the court’s or the county clerk’s operations because of the amount of equipment, materials, staff time, computer time or other resources required to satisfy the request.
- F. Routine summary reports will be made available to the public upon request, subject to the payment of an established fee and so long as such request can be met without unduly disrupting the on-going business of the courts.
- G. Index Report
 - 1. An index report shall not contain confidential information as determined by Court Rules, Washington state law, and Federal law. In addition, the following data is confidential information:
 - a. social security numbers;
 - b. financial account numbers;
 - c. driver’s license numbers;
 - d. dates of birth of a minor child;
 - e. party addresses and telephone numbers;
 - f. witness and victim addresses and phone numbers;
 - g. abstract driving records as defined in RCW 46.52.130; and

- h. well identified person addresses and phone numbers.

COMMENT

The JISC Data Dissemination Policy adopted on May 19, 1995 limited public access to JIS data to an index report. Address information was not a data element included in that index report. The Data Dissemination Policy also prohibited public access to compiled reports. This policy predated the adoption of GR 31 and GR 22. Neither GR 15, GR 31 nor GR 22 provide for confidentiality of party addresses. A Confidential Information Form (CIF) promulgated by the Pattern Forms Committee must be completed and provided to the Clerk upon filing a family law matter or domestic violence petition. The current version of the CIF, as of 11/1/2016, provides a block which may be checked by a party providing: "the health, safety, or liberty of a party or child would be jeopardized by disclosure of address information because:_____." See RCW 26.27.281(5). No additional security is provided in the JIS system by a party checking this block. A reasonable expectation of privacy in the address information on the CIF is created by checking this block.

The JIS system, including Odyssey, cannot differentiate the source of an address currently contained in the system.

2. No screen or report in a JIS system shall be made available for public dissemination if it contains confidential information, as defined in this section, notwithstanding any other provision of this policy.
3. An index report provided in electronic format shall be subject to the provisions contained in the data dissemination contract. (*Amended February 27, 1998.*)
4. A local court or county clerk's office is not precluded by this policy from releasing, without redaction, a document or pleading containing a residential address, as this policy does not apply to documents filed with local courts or county clerks' offices.
5. A local court or county clerk's office is not precluded by this policy from providing the address of a party or well identified person to a state agency to meet requirements of law or court rules.
6. A local court or county clerk's office is not precluded from providing the address of a party or well identified person for the purpose of conducting the court's or the county clerk's business

H. Financial Data

1. Requests to courts or county clerks' offices will be handled by that individual office in the same manner as all other requests for court data.
2. Requests to the AOC for statewide financial court data or for an individual court's data will be handled in the following manner:

- a. Requestor will provide as much detail as possible regarding the specific financial information being requested. Explanations may include such information as specific codes, accounting or non-accounting needs, statewide aggregate, court aggregate or case-by-case data, and court levels.
- b. The AOC will review the request and submit any clarifications to the requestor. Communications may need to take place between the AOC staff and the requestor so the parties know what is being asked for and what can be provided. The time taken for clarifications and meetings will be in addition to any time estimates given for compiling the data. Further, the requestor will be charged for the staff time under the approved cost recovery fee for research/programming.
- c. Prior to release of the report, the data will be reviewed by delegated court and/or county clerk representatives for accuracy and completeness. Review period for representatives will be ten (10) days. Any disputes between AOC and the court/county clerk representatives regarding the data contained in the reports shall be resolved by the JISC Data Dissemination Committee (DDC).

IV. JIS PRIVACY AND CONFIDENTIALITY POLICIES

- A. Information in JIS records which is sealed, exempted, or otherwise restricted by law, including court rule, whether or not directly applicable to the courts, may not be released except by specific court order, by statutory authority, or for research requests described in Section IV.C.
- B. Confidential information regarding individual litigants, witnesses, jurors, or well identified persons that is contained in case management systems of the courts will not be disseminated. Identifying information (including, but not limited to, residential addresses and personal phone numbers) regarding individual litigants, witnesses, jurors, or well identified persons will not be disseminated, except that the residential addresses of litigants will be available to the extent otherwise permitted by law and court rule. (*Section amended September 20, 1996; June 26, 1998.*)
- C. A data dissemination administrator may provide data for a research report when the identification of specific individuals is ancillary to the purpose of the research, the data will not be sold or otherwise distributed to third parties, and the requestor agrees to maintain the confidentiality required by these policies. In such instances, the requestor shall complete a research agreement in a form prescribed by the AOC. The research agreement shall: 1) require the requestor to explain provisions for the secure protection of any data that is confidential, using physical locks, computer passwords, and/or encryption; 2) prohibit the disclosure of data in any form which identifies an individual; 3) prohibit the copying or duplication of information or data provided other than for the stated research, evaluative, or statistical purpose. (*Amended June 6, 1997.*)

V. LIMITATION ON DISSEMINATION OF JUVENILE OFFENDER COURT RECORDS*

The dissemination of juvenile offender court records maintained in the Judicial Information System shall be limited as follows:

- A. Juvenile offender court records shall be excluded from any bulk distribution of JIS records by the AOC otherwise authorized by GR 31(g), except for research purposes as permitted by statute or court rule.
- B. The AOC shall not display any information from an official juvenile offender court record on a publicly-accessible website that is a statewide index of court cases.

* Juvenile offender court records shall remain publicly accessible on the JIS Link notwithstanding any provision of this section. *(Section added September 6, 2013.)*

VI. PROCEDURES

- A. Uniform procedures for requesting JIS information, and for the appeal of decisions of data dissemination administrators, shall be set forth in policies issued by the AOC pursuant to JISCR 15(d).
- B. In any case where a report is provided, the report must be accompanied by a suitable disclaimer noting that the court, the county clerk's office, and the AOC can make no representations regarding the identity of any persons whose names appear in the report, and can make no representations as to the accuracy and completeness of the data except for court purposes. Courts, county clerks' offices, or their associations may apply to the JIS Data Dissemination Committee (DDC) for an exemption to the disclaimer for specific routine summary reports that are generated in such a manner that makes the accompaniment difficult. The exemption request should include an explanation as to why producing the disclaimer is difficult for that particular report.

VII. ACCESS TO AND USE OF DATA BY COURTS

The courts, the county clerks' offices, and their employees may access and use JIS records only for the purpose of conducting official court business. Such access and use shall be governed by appropriate security policies and procedures. Each year, all court staff, county clerk staff, and anyone receiving access from a court or a county clerk's office, including prosecutors and public defenders with access to the Judicial Access Browser System (JABS), will sign a confidentiality agreement by January 31. The courts and the county clerks' offices will then submit a Statement of Compliance to the AOC by March 31 confirming that their staff and any other users receiving access from their office have executed the agreements. This requirement does not apply to subscribers to

portals (i.e. Odyssey Portal or comparable systems) which furnish access to court data, provided that the subscription or user agreement for such systems includes conditions establishing confidentiality and limitations on the dissemination of court data obtained through such systems.

VIII. ACCESS TO AND USE OF DATA BY CRIMINAL JUSTICE AGENCIES AND BY THE WASHINGTON STATE ATTORNEY GENERAL'S OFFICE

- A. "Criminal justice agencies" as defined in chapter 10.97 RCW shall have additional access to JIS records beyond that which is permitted the public.
- B. The JISC shall approve the access level and permitted use(s) for classes of criminal justice agencies including, but not limited to, law enforcement, prosecutors, and corrections. An agency that is not covered by a class may request access.
- C. Agencies requesting access under this provision shall identify the information requested and the proposed use(s).
- D. Access by criminal justice agencies shall be governed by a data dissemination contract with each such agency. The contract shall:
 - 1. Specify the data to which access is granted.
 - 2. Specify the uses which the agency may make of the data.
 - 3. Include the agency's agreement that its employees will access the data only for the uses specified.
- E. The Washington State Attorney General's Office will be provided additional access to JIS records for those cases in which it represents the State.

IX. ACCESS TO AND USE OF DATA BY PUBLIC PURPOSE AGENCIES

- A. "Public purpose agency" includes governmental agencies included in the definition of "agency" in RCW 42.56.010 and other non-profit organizations whose principal function is to provide services to the public.
- B. A public purpose agency may request court records not publicly accessible for scholarly, governmental, or research purposes where the identification of specific individuals is ancillary to the purpose of the request.
- C. Agencies requesting additional access under this provision shall identify the information requested and the proposed use(s). In reviewing such requests, the courts, the county clerks' offices, and the JISC will consider such criteria as:
 - 1. The extent to which access will result in efficiencies in the operation of a court or courts.

2. The extent to which access will enable the fulfillment of a legislative mandate.
3. The extent to which access will result in efficiencies in other parts of the criminal justice system.
4. The risks created by permitting such access.

The courts, the county clerks' offices, and the JISC must determine that fulfilling the request will not violate GR 31, and must determine the minimum access to restricted court records necessary for the purpose of the request.

D. Access by public purpose agencies shall be governed by a data dissemination contract. The contract shall:

1. Require the requestor to specify provisions for the secure protection of any data that is confidential.
2. Prohibit the disclosure of data in any form which identifies an individual.
3. Prohibit the copying, duplication, or dissemination of information or data provided other than for the stated purpose.
4. Maintain a log of any distribution of court records which will be open and available for audit by the court, the county clerk's office or the AOC. Any audit should verify that the court records are being appropriately used and in a manner consistent with GR 31.

X. VERSION HISTORY

These policies shall take effect 30 days from the date of their adoption by the JISC, May 19, 1995.

- Adopted May 19, 1995
- Amended June 21, 1996
- Amended September 20, 1996
- Amended June 6, 1997
- Amended December 5, 1997
- Amended February 27, 1998
- Amended June 26, 1998
- Amended September 6, 2013
- Amended

CURRENT POLICY

Data Dissemination Policy

- [AUTHORITY AND SCOPE](#)
- [DEFINITIONS](#)
- [ACCESS TO JIS LEGAL RECORDS](#)
- [JIS PRIVACY AND CONFIDENTIALITY POLICIES](#)
- [LIMITATION ON DISSEMINATION OF JUVENILE OFFENDER COURT RECORDS](#)
- [PROCEDURES](#)
- [ACCESS TO AND USE OF DATA BY COURTS](#)
- [ACCESS TO AND USE OF DATA BY CRIMINAL JUSTICE AGENCIES](#)
- [ACCESS TO AND USE OF DATA BY PUBLIC PURPOSE AGENCIES](#)
- [E-MAIL](#)
- [VERSION HISTORY](#)

I. AUTHORITY AND SCOPE

- A. These policies govern the release of information in the Judicial Information System (JIS) and are promulgated by the JIS Committee, pursuant to JISCR 12 and 15(d). They apply to all requests for computer-based court information subject to JISCR 15.
1. These policies are to be administered in the context of the requirement of Article I, § 10 of the Constitution of the State of Washington that "Justice in all cases shall be administered openly, and without unnecessary delay," as well as the privacy protections of Article I, § 7.
 2. These policies do not apply to requests initiated by or with the consent of the Administrator for the Courts for the purpose of answering a request vital to the internal business of the courts. See JISCR 15(a).

II. DEFINITIONS

- A. Records
1. "**JIS record**" is an electronic representation (bits/bytes) of information either stored within, derived from, or accessed from the OAC. (*Amended February 27, 1998.*)
 2. "**JIS legal record**" is a JIS record that is the electronic duplication of the journal of proceedings or other case-related information which it is the duty of the court clerk to keep, and which is programmed to be available in human readable and retrievable form. Case information reflecting the official legal file and displayed by JIS programs are JIS legal records.

B. JIS Reports

1. "**JIS reports**" are the results of special programs written to retrieve and manipulate JIS records into a human readable form, other than the JIS legal record.
2. "**Compiled reports**" are based on information related to more than one case or more than one court. As used in this policy, "compiled reports" do not include index reports.

C. Data Dissemination Management

1. "**Data dissemination**" is the reporting or other release of information derived from JIS records.
2. The "**data dissemination manager**" is the individual designated within the Office of the Administrator for the Courts and within each individual court and assigned the responsibility for administration of data dissemination, including responding to requests of the public, other governmental agencies, or other participants in the judicial information system. The name and title of the current data dissemination manager for each court and the Office of the Administrator for the Courts shall be kept on file with the Office of the Administrator for the Courts.

D. Electronic Data Dissemination Contract

The "**electronic data dissemination contract**" is an agreement between the Office of the Administrator for the Courts and any entity, except a Washington State court (Supreme Court, court of appeals, superior court, district court, or municipal court), that is provided information contained in the JIS in an electronic format. The data dissemination contract shall specify terms and conditions, as approved by the Judicial Information System Committee, concerning the data including but not limited to restrictions, obligations, and cost recovery agreements. Any such contract shall at a minimum include the language contained in Exhibit A – Electronic Data Dissemination Contract. (*Amended February 27, 1998.*)

III. ACCESS TO JIS LEGAL RECORDS

- A. **Open Records Policy.** The following principles apply to the interpretation of procedural rules or guidelines set forth in this policy.
 1. Information related to the conduct of the courts' business, including statistical information and information related to the performance of

courts and judicial officers, is to be disclosed as fully as resources will permit.

2. In order to effectuate the policies protecting individual privacy which are incorporated in statutes, case law, and policy guidelines, direct downloading of the database is prohibited except for the index items identified in Section III.B.6. Such downloads shall be subject to conditions contained in the electronic data dissemination contract. (*Amended February 27, 1998.*)
 3. Dissemination of compiled reports on an individual, including information from more than one case, is to be limited to those items contained in a case index, as defined in Section III.B.6.
 4. Privacy protections accorded by the Legislature to records held by other state agencies are to be applied to requests for computerized information from court records, unless admitted in the record of a judicial proceeding, or otherwise made a part of a file in such a proceeding, so that court computer records will not be used to circumvent such protections.
 5. **Contact Lists:** Access to JIS information will not be granted when to do so would have the effect of providing access to lists of individuals for commercial purposes, defined as set forth in RCW 42.17.260(6) and WAC 390-13-010, i.e., that in connection with access to a list of individuals, the person requesting the record intends that the list will be used to communicate with the individuals named in the record for the purpose of facilitating profit expecting activity.
 6. Except to the extent that dissemination is restricted by Section IV.B, or is subject to provisions in the electronic data dissemination contract, electronic records representing court documents are to be made available on a case-by-case and court-by-court basis as fully as they are in hard copy form. (*Amended February 27, 1998.*)
- B. All access to JIS information is subject to the requirements of the criteria for release of data specified in JISCR 15(f): availability of data, specificity of the request, potential for infringement of personal privacy created by release of the information requested, and potential disruption to the internal ongoing business of the courts. JIS information provided in electronic format shall be subject to provisions contained in the electronic data dissemination contract. (*Amended February 27, 1998.*)
1. Court data dissemination managers will restrict the dissemination of JIS reports to data related to the manager's particular court, or court operations subject to the supervision of that court, except where the court has access to JIS statewide indices.
 2. Routine summary reports will be made available to the public upon request, subject to the payment of an established fee and so long

as such request can be met without unduly disrupting the on-going business of the courts.

3. Access to JIS legal records, in the form of case-specific records, will be permitted to the extent that such records in other forms are open to inspection by statute, case law and court rule, and unless restricted by the privacy and confidentiality policies below.
4. Individuals, personally or through their designees, may obtain access to compiled legal records pertaining to themselves upon written request, accompanied by a signed waiver of privacy.
5. No compiled reports will be disseminated containing information which permits a person, other than a judicial officer or an attorney engaged in the conduct of court business, to be identified as an individual, except that data dissemination managers may disseminate the following:
 - a. Public agency requested reports. Reports requested by public agencies which perform, as a principal function, activities directly related to the prosecution, adjudication, detention, or rehabilitation of criminal offenders, or to the investigation, adjudication, or enforcement of orders related to the violation of professional standards of conduct, specifically including criminal justice agencies certified to receive criminal history record information pursuant to RCW 10.97.030(5)(b).
 - b. Personal reports, on the request or signed waiver of the subject of the report.
 - c. On court order.
6. An index report, containing some or all of the following information, may be disseminated: *(Amended February 27, 1998.)*
 - a. filing date;
 - b. case caption;
 - c. party name and relationship to case (e.g., plaintiff, defendant);
 - d. cause of action or charge;
 - e. case number or designation;
 - f. case outcome;
 - g. disposition date.*(III.B.6.f. and III.B.6.g. added December 5, 1997.)*

An index report provided in electronic format shall be subject to the provisions contained in the electronic data dissemination contract. *(Amended February 27, 1998.)*

7. A report sorted by case resolution and resolution type, giving index criteria except individual names, may be compiled and released. *(Section added June 21, 1996.)*

IV. JIS PRIVACY AND CONFIDENTIALITY POLICIES

- A. Information in JIS records which is sealed, exempted, or otherwise restricted by law or court rule, whether or not directly applicable to the courts, may not be released except by specific court order.
- B. Confidential information regarding individual litigants, witnesses, or jurors that has been collected for the internal administrative operations of the courts will not be disseminated. This information includes, but is not limited to, credit card and P.I.N. numbers, and social security numbers. Identifying information (including, but not limited to, residential addresses and residential phone numbers) regarding individual litigants, witnesses, or jurors will not be disseminated, except that the residential addresses of litigants will be available to the extent otherwise permitted by law. *(Section amended September 20, 1996; June 26, 1998.)*
- C. A data dissemination manager may provide data for a research report when the identification of specific individuals is ancillary to the purpose of the research, the data will not be sold or otherwise distributed to third parties, and the requester agrees to maintain the confidentiality required by these policies. In such instances, the requester shall complete a research agreement in a form prescribed by the Office of the Administrator for the Courts. The research agreement shall 1) require the requester to explain provisions for the secure protection of any data that is confidential, using physical locks, computer passwords and/or encryption; 2) prohibit the disclosure of data in any form which identifies an individual; 3) prohibit the copying or duplication of information or data provided other than for the stated research, evaluative, or statistical purpose. *(Amended June 6, 1997.)*

V. LIMITATION ON DISSEMINATION OF JUVENILE OFFENDER COURT RECORDS*

The dissemination of juvenile offender court records maintained in the Judicial Information System shall be limited as follows:

- A. Juvenile offender court records shall be excluded from any bulk distribution of JIS records by the Administrative Office of the Courts otherwise authorized by GR 31(g), except for research purposes as permitted by statute or court rule.
- B. The Administrative Office of the Courts shall not display any information from an official juvenile offender court record on a publicly-accessible website that is a statewide index of court cases.

* Juvenile offender court records shall remain publicly accessible on the JIS Link notwithstanding any provision of this section. (*Section added September 6, 2013.*)

VI. PROCEDURES

- A. Uniform procedures for requesting JIS information, and for the appeal of decisions of data dissemination managers, shall be as set forth in policies issued by the Office of the Administrator for the Courts pursuant to JISCR 15(d).
- B. In any case where a report is provided, the report must be accompanied by a suitable disclaimer noting that the court can make no representation regarding the identity of any persons whose names appear in the report, and that the court makes no representation as to the accuracy and completeness of the data except for court purposes.

VII. ACCESS TO AND USE OF DATA BY COURTS

Courts and their employees may access and use JIS records only for the purpose of conducting official court business. Such access and use shall be governed by appropriate security policies and procedures.

VIII. ACCESS TO AND USE OF DATA BY CRIMINAL JUSTICE AGENCIES

- A. "Criminal justice agencies" as defined in RCW Chapter 10.97 shall have additional access to JIS records beyond that which is permitted the public.
- B. The JIS Committee shall approve the access level and permitted use(s) for classes of criminal justice agencies including, but not limited to, law enforcement, prosecutors, and corrections. An agency that is not covered by a class may request access.
- C. Agencies requesting access under this provision shall identify the information requested and the proposed use(s).
- D. Access by criminal justice agencies shall be governed by an electronic data dissemination contract with each such agency. The contract shall:
 - 1. Specify the data to which access is granted.
 - 2. Specify the uses which the agency may make of the data.
 - 3. Include the agency's agreement that its employees will access the data only for the uses specified.

IX. ACCESS TO AND USE OF DATA BY PUBLIC PURPOSE AGENCIES

- A. "Public purpose agency" includes governmental agencies included in the definition of "agency" in RCW 42.17.020 and other non-profit organizations whose principal function is to provide services to the public.
- B. Upon approval by the JIS Committee, public purpose agencies may be granted additional access to JIS records beyond that which is permitted the public.
- C. Agencies requesting additional access under this provision shall identify the information requested and the proposed use(s). In reviewing such requests, the JISC will consider such criteria as:
 - 1. The extent to which access will result in efficiencies in the operation of a court or courts.
 - 2. The extent to which access will enable the fulfillment of a legislative mandate.
 - 3. The extent to which access will result in efficiencies in other parts of the criminal justice system.
 - 4. The risks created by permitting such access.
- D. Access by public purpose agencies shall be governed by an electronic data dissemination contract with each such agency. The contract shall:
 - 1. Specify the data to which access is granted.
 - 2. Specify the uses which the agency may make of the data.
 - 3. Include the agency's agreement that its employees will access the data only for the uses specified.

X. E-MAIL

The JIS provides e-mail for official court business use only. Access to judicial officers' and court employees' e-mail is restricted. Access to a judicial officer's e-mail files shall only be granted with the permission of the judicial officer involved. Request for access to a court employee's e-mail or to logs containing records on an employee's e-mail shall be subject to the review and approval of the county clerk if the employee is employed in the clerk's office, or the presiding judge or court administrator if the employee is employed by the court. Nothing in this policy shall be used as a reason to withhold records which are the subject of a subpoena or otherwise available to the public.

XI. VERSION HISTORY

These policies shall take effect 30 days from the date of their adoption by the Judicial Information Systems Committee, May 19, 1995.

- Adopted May 19, 1995

- Amended June 21, 1996
- Amended September 20, 1996
- Amended June 6, 1997
- Amended December 5, 1997
- Amended February 27, 1998
- Amended June 26, 1998
- Amended September 6, 2013

Suggested Changes to Section VIII by OPD and OCLA

Current Data Dissemination Policy Section VIII:

VIII. ACCESS TO AND USE OF DATA BY CRIMINAL JUSTICE AGENCIES

- A. "Criminal justice agencies" as defined in RCW Chapter 10.97 shall have additional access to JIS records beyond that which is permitted the public.
- B. The JIS Committee shall approve the access level and permitted use(s) for classes of criminal justice agencies including, but not limited to, law enforcement, prosecutors, and corrections. An agency that is not covered by a class may request access.
- C. Agencies requesting access under this provision shall identify the information requested and the proposed use(s).
- D. Access by criminal justice agencies shall be governed by an electronic data dissemination contract with each such agency. The contract shall:
 - 1. Specify the data to which access is granted.
 - 2. Specify the uses which the agency may make of the data.

Include the agency's agreement that its employees will access the data only for the uses specified.

Proposed Amended Data Dissemination Policy Section VIII:

VIII. ACCESS TO AND USE OF DATA BY CRIMINAL JUSTICE AGENCIES AND BY THE WASHINGTON STATE ATTORNEY GENERAL'S OFFICE, THE WASHINGTON STATE OFFICE OF PUBLIC DEFENSE, AND THE WASHINGTON STATE OFFICE OF CIVIL LEGAL AID

- A. "Criminal justice agencies" as defined in ~~RCW Chapter~~ chapter 10.97 ~~RCW_~~ shall have additional access to JIS records beyond that which is permitted the public.
- B. The JIS Committee shall approve the access level and permitted use(s) for classes of criminal justice agencies including, but not limited to, law enforcement, prosecutors, and corrections. An agency that is not covered by a class may request access.
- C. Agencies requesting access under this provision shall identify the information requested and the proposed use(s).
- D. Access by criminal justice agencies shall be governed by a ~~n~~ electronic data dissemination contract with each such agency. The contract shall:

Suggested Changes to Section VIII by OPD and OCLA

1. Specify the data to which access is granted.
 2. Specify the uses which the agency may make of the data.
 3. Include the agency's agreement that its employees will access the data only for the uses specified.
- E. The Washington State Attorney General's Office will be provided additional access to JIS records for those cases in which it represents the State.
- F. The Washington State Office of Public Defense will be provided additional access to JIS records for those cases in which it is responsible for indigent defense services, and/or has a right to access under RCW 13.50.010(13).
- G. The Washington State Office of Civil Legal Aid will be provided additional access to JIS records for those cases for which it has a right of access under RCW 13.50.010(14).

State of Washington

Administrative Office of the Courts

DATA TRANSFER SUBSCRIPTION

AND

LICENSING AGREEMENT

FOR

PUBLIC SCOMIS CRIMINAL INDEX

State of Washington
Administrative Office of the Courts

**DATA TRANSFER SUBSCRIPTION
AND
LICENSING AGREEMENT**

Table of Contents

1.	Purpose	1
2.	Definitions	1
3.	Application for Subscription	1
4.	Grant of License	1
5.	Subscription	1
6.	Term and Effective Date of Agreement	1
7.	Basic Transaction	2
7.1	Responsibilities of the AOC	2
7.2	Responsibilities of the Licensee	2
8.	Costs	2
9.	Ongoing Data Scrubbing and Update Requirements	2
10.	Restrictions on the Use of Information and Data Provided Under This Agreement	3
11.	Licensee Subscriber Provisions	3
12.	Disclosure Requirements	3
13.	Audits	3
14.	Cooperation with AOC and Prosecutorial Authorities	4
15.	Contract Compliance Monitoring and Auditing	4
16.	Compliance with Authorities	4
17.	Resale of Data	4
18.	Rights and Interest	4
19.	Changes Relating to Information and Data	4
20.	Support/Assistance	4
21.	Disclaimer of Warranties	5
22.	Limitation of Liability	5
23.	Indemnification	5
24.	Insurance	5
25.	General Terms and Conditions	5
25.1	Alterations and Amendments	5
25.2	Assignment	6
25.3	Disputes	6
25.4	Entire Agreement	6
25.5	Governing Law	6
25.6	Headings	6
25.7	Conflicts of Authority	6
25.8	Independent Status of Parties	6
25.9	Non-Exclusivity	6
25.10	Notices	6
25.11	Records Maintenance	6
25.12	Savings	6
25.13	Severability	6
25.14	Subcontracting	6
25.15	Survival	7

25.16 Termination	7
25.17 Termination Procedure	7
25.18 Waiver	7
26. Signatures	7

State of Washington
Administrative Office of the Courts
1206 Quince Street SE
PO Box 41170
Olympia, Washington 98504-1170

DATA TRANSFER SUBSCRIPTION AND LICENSING AGREEMENT
Public SCOMIS Criminal Index

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, hereinafter referred to as the "AOC" and Licensee's _____ or "Licensee." The _____ address _____ is _____.

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

1. **PURPOSE:** The purpose of this Agreement is to establish the terms and conditions under which the AOC agrees to transfer to the Licensee, on a subscription basis, data files containing the Public SCOMIS Criminal Index in print image format ("Index") and to grant the Licensee a license for use of the Index.
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 "Licensee" shall include all officers, employees, and agents of the Licensee.
 - 2.4 "Data" shall include any computer readable copies of the Index and any computer readable copies of any data 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. **APPLICATION FOR SUBSCRIPTION:** The Licensee has submitted a written Subscription Application (application) to the AOC, a copy of which is attached as Exhibit A and is incorporated by reference as part of this Agreement. The Licensee warrants the information in the application is correct and the Licensee will use the Index solely for the purposes set forth in the application.
4. **GRANT OF LICENSE:** The AOC hereby grants a non-exclusive license to the Licensee for the use of the Index and the data contained in it and to distribute such data to its subscribers subject to said terms and conditions contained herein.
5. **SUBSCRIPTION:** The AOC will provide the Licensee with the Index on a subscription basis. As long as this Agreement remains in effect the AOC will provide the Index according to the following schedule:

Five year FTP file updated quarterly (January, April, July, and October)
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 through December 31 of the current year, unless sooner terminated as provided herein.

- 6.2 This Agreement automatically extends for successive six-month periods unless either of the parties notifies the other in writing, electronic mail being sufficient, at least 30 days prior to the automatic renewal date that they wish to terminate the Agreement.
- 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.

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 the Licensee with access to an FTP server containing the five-year Public SCOMIS Criminal Index file.
- 7.1.2 The FTP file will be updated on a quarterly basis (January, April, July, and October).

7.2 **RESPONSIBILITIES OF THE LICENSEE:** The Licensee 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 the Licensee 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 the Licensee 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. The Licensee 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 the Licensee would exercise in the protection of the Licensee'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 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.
- 7.2.6 Replace, whenever a quarterly update becomes available, any automated files it maintains which contain Index information with the information from most recent quarterly FTP files.
- 7.2.7 Return to the AOC or destroy any information and data provided by the AOC under this Agreement in any form, held by the Licensee or any officer, employee or agent of the Licensee on the date and to the extent specified in the notice of termination or at the expiration of the Agreement.

8. **COSTS:**

- 8.1 The Licensee shall make a non-refundable advance semi-annual payment within 30 days of invoice receipt.
- 8.2 Rate Schedule:
Semi-annual fee: \$900.00

9. **ONGOING DATA SCRUBBING AND UPDATE REQUIREMENTS:**

- 9.1 Sealed and otherwise restricted cases: The Licensee agrees to remove from its files cases sealed (or otherwise restricted) after their appearance in data files provided to the Licensee. The data provided to the Licensee will contain transactions identifying the cases that are to be removed.
- 9.2 Dispositions: The Licensee agrees to update promptly all cases when disposition information is received.
- 9.3 Cases amendments: The Licensee agrees to update in its files cases where the charge is amended after their first appearance in data files provided to the Licensee. The data provided to the Licensee will contain transactions identifying the cases that are to be amended. The Licensee 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 the Licensee under this Agreement is subject to the restrictions contained in Subsection [7.2.6](#) and Section [9](#) above relating to data scrubbing and update requirements.
- 10.2 The Licensee is responsible for ensuring that access and use of the data by its subscribers is 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 Any exceptions, revisions, or waivers to these limitations requested by the Licensee must be approved in writing by the AOC and received by the Licensee prior to the requested use or dissemination of the information and data received under this Agreement.

11. LICENSEE SUBSCRIBER PROVISIONS:

- 11.1 Licensee shall establish procedures for screening and qualifying potential subscribers.
- 11.2 The Licensee shall verify the identification of its potential subscribers to the Licensee's satisfaction, obtain proof from each potential subscriber sufficient to demonstrate to the Licensee'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. The Licensee shall maintain a record of these facts for a period of not less than six years from the latest date the Licensee disclosed information to the subscriber and shall provide such record to the AOC upon request.
- 11.3 Licensee will enter a written subscriber agreement with each of its subscribers. Such agreements shall specifically detail the access that the subscriber will have to the Licensee'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 The Licensee agrees to provide a list of the Licensee's subscribers to the AOC upon request by the AOC.

- 12. DISCLOSURE REQUIREMENTS:** When the information and data covered by this Agreement is provided in any form by the Licensee to a subscriber, customer, client, or other third party, the Licensee 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, the Licensee 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 the period of time covered by the quarterly update. 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 Index; 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 the Licensee to verify compliance with the terms and conditions of this Agreement and the appropriate use of the data provided by the AOC.
- 13.2 The Licensee shall include provisions in the agreements that the Licensee enters with its subscribers that the Licensee may perform an audit of the subscriber to verify appropriate use of the data provided by the AOC. Such provisions shall authorize the Licensee to: i) conduct random audits of subscribers; (ii) conduct audits of specific customers at any time the Licensee 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 the Licensee: 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 The Licensee agrees to cooperate with the AOC and other authorities authorized by law in any audit that is conducted of the Licensee or any of the Licensee's subscribers.

14.2 The Licensee agrees to cooperate fully with prosecutorial authorities in any action brought against the Licensee or any of the Licensee's subscribers 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 the Licensee's 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:** The Licensee 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 the Licensee 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, the Licensee 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 the Licensee's 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 the Licensee may be declared ineligible for further agreements with the AOC.

- 17. RESALE OF DATA:** The Licensee 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:** The Licensee 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 the Licensee 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 the Licensee as soon as is practical.

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

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 THE LICENSEE AND/OR ITS CUSTOMERS, CLIENTS, OR OTHER THIRD PARTIES TO WHOM THE INFORMATION AND DATA WAS SUPPLIED TO VERIFY INFORMATION OR DATA OBTAINED UNDER THIS AGREEMENT WITH OFFICIAL COURT INFORMATION REPOSING AT THE COURT OF RECORD.

22. LIMITATION OF LIABILITY: THE LICENSEE ACKNOWLEDGES AND ACCEPTS THAT ALL INFORMATION AND DATA PROVIDED UNDER THIS AGREEMENT IS 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 THE LICENSEE 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 THE LICENSEE 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 PROVIDED UNDER THIS AGREEMENT.

23. INDEMNIFICATION: The Licensee 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: The Licensee shall, at his or her 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 the Licensee 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 The Licensee 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 Licensee.

- 25.2 ASSIGNMENT:** The Licensee may not transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Licensee 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 the Licensee, and it cannot be resolved, either party may take the dispute to the Judicial Information System Data Dissemination Subcommittee. The initiating party shall reduce its description of the dispute to writing and deliver it to the other party. The other 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. The Licensee, 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 mail; mail to the Licensee must be sent to Licensee's address as set forth in this Agreement and mail 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 address as each party has notified the other in writing.
- 25.11 RECORDS MAINTENANCE:** The Licensee will retain all books, records, documents, and other materials relevant to this Agreement, including records of all recipients of information obtained from the Licensee, 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:** The Licensee 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 the Licensee continues to use any portion of the data provided under this Agreement, the Licensee 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 the Licensee upon thirty (30) days written notice.

25.16.2 Termination for Cause: The Licensee accepts full responsibility and liability for any violations of this Agreement by the Licensee or any officer, employee, or agent of the Licensee and any such violation shall result in immediate termination by the AOC of all data and information provided to the Licensee or any officer, employee, or agent of the Licensee in any form and immediate forfeiture to the AOC of any AOC-provided data and information in any form held by the Licensee or any officer, employee, or agent of the Licensee. In such event, the Licensee 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 the Licensee to pay an invoice outstanding longer than 30 days.

25.17 TERMINATION PROCEDURE: After receipt of notice of termination for failure to pay an invoice timely, and except as otherwise directed by the AOC, the Licensee 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 [7.2.7](#).

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

LICENSEE

Callie Dietz, Administrator

Signature/Title

DATE: _____

DATE: _____