

# 1. Meeting Minutes



**JISC DATA DISSEMINATION COMMITTEE**  
**Friday December 1, 2017 (8:15 am – 9:45 am)**  
**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 J. Robert Leach, Chair  
Judge Jeannette Dalton  
Judge John H. Hart  
Judge G. Scott Marinella  
Ms. Barbara Miner  
Ms. Brooke Powell  
Ms. Paulette Revoir  
Judge David A. Svaren

**Staff Present**

Mr. Ramsey Radwan, MSD Director  
Ms. Stephanie Happold, Data Dissemination Administrator  
Ms. Kathy Bowman, MSD Administrative Secretary  
Mr. Mike Keeling, AOC IT Operations Manager

**0. Call to Order**

The December 1, 2017, Data Dissemination Committee meeting was called to order by Judge Leach at 8:17 am.

**1. October 27, 2017 Meeting Minutes**

Judge Leach requested a motion to approve the October 27, 2017 Data Dissemination Committee meeting minutes. Prior to the motion, Judge Svaren had an edit to agenda item #5. The minutes mention a DMCJA fall conference, but it should state the spring conference. With that correction, the minutes were approved unanimously.

**2. AOC Data Request Fees**

MSD Director Ramsey Radwan presented the new request for information forms AOC will use for data dissemination requests. AOC will now have two forms: one for data requests to the data warehouse, and the other for requests to the Washington State Center for Court Research (WSCCR). There are also changes to the cost recovery fees for the first time in fifteen years. As allowed under chapter 2.68 RCW and JISCR 15(g), minimum fees for a data warehouse request will now be \$129.00. The form also lists a fee for the AOC data reporting group who occasionally provides assistance in answering requests. The WSCCR form also has cost recovery fees, the minimum being \$131.00. Director Radwan went through each cost recovery charge and explained to the Committee that they were based on AOC staff time performing each function. CPU run time is based on the Washington State Consolidated Technology Services' charges to AOC. The cost recovery fees should be reviewed every year or at least every biennium. Ms. Miner asked who would submit requests to the WSCCR, and how they are different than data warehouse requests. DDA Happold responded that WSCCR-directed requests are usually from other researchers who are familiar with WSCCR's databases and are

allowed access to confidential data pursuant to GR 31 and the JISC Data Dissemination Policy. However, if WSCCR analysis is involved, the request will fall under another type of contract. DDA Happold also stated that most requests will be routed to the data warehouse as WSCCR is at workload capacity. Judge Svaren moved to approve the rate increase and the new forms. Judge Marinella seconded. All in favor. None opposed. None abstaining. Motion passed.

### **3. Expunged Cases Displaying in Odyssey and Education on Expunging Cases**

DDA Happold provided an update on the Odyssey expunged case websearch. Now that the latest Go Live is completed, AOC staff will work on the sequel query to produce the expunged case search. Once it is completed, education/release notes will be drafted. Judge Leach said the offer to provide training on expunging cases was sent to Justice Stephens, and it was suggested for the fall judicial conference.

### **4. Access to JIS Printing**

DDA Happold provided an update on JIS printing using JIS-LINK RACFIDs. AOC Staff is working on the PCS screen and DDA Happold believed it may now be with testers. There are issues with changing the print menu domain, because even with JIS-LINK RACFIDs, prosecutor and public defender access cannot be completely limited and they can still change information. AOC staff is working on the ability to print without ability to modify; but it may not be as complete as wanted by the Committee. AOC may be able to provide courts options on how to allow printing, but each option has its own risk. Instead of ordering and printing reports, one option is to set up the ability to download and print from the prosecutor's/public defender's computer. However, downloading from the print menu does not change the job status, and the jobs could build up in the print domain. It was discussed when a user would not want to delete something – usually when more than one person may need/want to download. Ms. Powell suggested a possible 2 day delay after expiration, or adding the date to the print report title.

Despite these issues, AOC staff is still moving forward with this project as DDC would like to remove the need for court RACFIDs/user ids for security reasons. Also, RACFIDs are currently assigned by the court, and other than the JIS Security audits, these RACFIDs are not monitored. Judge Leach asked what the annual agreement says about using these assigned IDs. DDA Happold responded that the JIS-LINK agreement between the public defender's/prosecutor's office and AOC does not cover this specialized access as it is a court RACFID provided by the local jurisdiction. The Data Dissemination Policy now requires confidentiality agreements to be signed yearly by non-court users who have court RACFIDs. This would include those who have access for JIS printing. The local jurisdiction would then send a statement of compliance to AOC certifying that all individuals who have a court RACFID have completed a confidentiality agreement. It was asked if prosecutors/public defenders have to sign confidentiality agreements for JIS-LINK access. DDA Happold responded that they did not, as their obligations were stated in the contract between AOC and the office, and it was up to the office to inform its employees of those requirements. DDC members discussed that the JIS-LINK agreements will need to be changed to require yearly confidentiality agreements. The confidentiality agreements should also include language about obligations if that employee was to leave the office. The Committee wants actual names associated with these users, and that each individual understands the usage rules. This may be difficult for larger jurisdictions, such as King County, because of staff turnover. DDC asked DDA Happold to provide draft JIS-LINK contracts and a confidentiality agreement for the March 2 meeting. DDA Happold stated that the confidentiality agreement may be difficult as many prosecutors/public defenders claim it

interferes with their job obligations and with Public Records Act requirements. DDC members directed DDA Happold to provide a draft and the DDC will review it based on these comments.

## **5. Other Business**

DDA Happold updated the Committee that AOC Staff was unable to meet and discuss options for elevated JIS-LINK access to addresses as requested at the last meeting. AOC Staff should have something for the DDC's next meeting. Judge Leach suggested that DDA Happold notify the requestor this was discussed. DDA Happold stated that she had updated Mr. Kyzar.

Judge Leach updated the DDC on the VAWA workgroup. The issue goes beyond the JISC/DDC as it affects all types of court records, not just those in JIS. Judge Leach is going to draft a memo and send it to the JISC to review. Once finalized, it will be forwarded to the Supreme Court. The Court may also need to determine if a federal law can dictate to state courts on how to deal with court records. Ms. Revoir offered assistance to Judge Leach if needed. Judge Leach will draft it and present to the DDC for review.

No other business. The meeting was adjourned at 8:55 am. Next meeting is on March 2, 2018.

## **2. Displaying Birthdate Years and Financial Information in Odyssey Portal**

JIS Link Public Access

```

DM1002MX JIS Main Menu (MAM)                                02/13/18 15:12:17
THURSTON SUPERIOR PUB
Case: 16102 S1
Name: _____ NmCd: IN
-----Sign On-----
Court: S34 User ID: PUB

-----Case Displays-----Person Searching-----
CDK View a Case Docket          CNCI Person Case Search w/in court S34
CIVI View a Civil Case         DND Defendant Person Name Selection
CVJI View Civil Case Judgments NMD Person Name Selection
NCC Non-Civil Case             SNCI Person Case Search Statewide
PAR View Case Participants
VIO View Additional violations

Enter (CNCI or SNCI) and NAME to view case(s) associated with the name.
Enter NMD and Name to view person information to narrow a name search.
Enter Case command and case number to display information relating to a case.
Enter QUIT to Exit DISCIS.

These commands and the following PFKEYS are in effect for each screen.
PF7 - Page Backward, PF8 - Page Forward, PA1,PF12 - Cancel, PF1 - HELP
    
```

Odyssey Portal View

Financial			
Total Financial Assessment			\$1,831.70
Total Payments and Credits			\$4.00
9/11/2014	Transaction Assessment		\$500.00
9/11/2014	Transaction Assessment		\$200.00
9/11/2014	Transaction Assessment		\$500.00
9/11/2014	Transaction Assessment		\$100.00
10/1/2014	Transaction Assessment		\$11.10
5/31/2017	Transaction Assessment		\$0.00
1/26/2018	Online Payment	Receipt # 14-2018-01010	(\$4.00)

# Odyssey Role Configuration for DOB

**Modify Global Role**

[Role Maintenance Log](#) [Assign Users](#)

Role Name  

Description  

**Effective Information**      **Search for Rights**

Effective Date         Find ALL keywords     Find ANY keywords    Show  ▼

Obsolete Date        Keyword(s)

**Rights Listing** [Collapse All](#)

**Data Protection Rights**      [Hide Descriptions](#)      [Grant All](#)      [Deny All](#)      [Clear All](#)

<input checked="" type="checkbox"/> Party Date of Birth (Month and Day) Allows the user to view Party month and day of birth.	<input type="checkbox"/> View	<input type="checkbox"/> Add	<input type="checkbox"/> Modify	<input type="checkbox"/> Delete
<input checked="" type="checkbox"/> Party Date of Birth (Year) Allows the user to view Party year of birth.	<input type="checkbox"/> View	<input type="checkbox"/> Add	<input type="checkbox"/> Modify	<input type="checkbox"/> Delete

**Activities**      [Hide Descriptions](#)      [Grant All](#)      [Deny All](#)      [Clear All](#)

<input type="checkbox"/> Filter by Date of Birth Grants the ability to filter search results by the DOB without the ability to view the DOB. This overrides the other DOB right filtering behavior.
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### **3. JIS-LINK Access to Addresses**



**March 2, 2018**

**TO:** JISC Data Dissemination Committee  
**FROM:** Stephanie Happold, AOC Data Dissemination Administrator  
**RE:** Sizing to allow access to addresses for select JIS LINK public users

During its October 27, 2017 meeting, the Data Dissemination Committee directed DDA Happold to research options and sizing for providing addresses to select JIS-LINK level 1 public users. The Administrative Office of the Courts (AOC) staff identified two options: a new JIS-LINK profile and a web search application.

**1. A new JIS-LINK public profile that has access to the ADH screen**

- Legacy maintenance work: 1200 - 1500 hours
- QA Team: approximately 480 - 600 hours
- Security Group:  
Security Group will have to make RACF changes to create new unique RACF security level code(s). Sizing is TBD.
- JIS Education will need to modify JIS-LINK level information in the manuals: 1 hour.
- Possible start date: approximately November 2018, and only if it is approved and prioritized through the ITG process.

**2. A web search that provides an address after the user logs in and submits a name and date of birth**

- Public data mart work: 2 - 6 hours to input the address information in the public data mart.
- Development of web search: 100 - 200 hours
- Testing: 16-40 hours
- Production implementation: 4 - 8 hours
- Security approval: tentative. The main purpose of the public data mart is to house all the public data elements that are used in the public search on the website. To add these addresses is a policy change and may also cause security concerns. Will need JISC/AOC leadership approval before the addresses can be loaded.
- Possible start date: approximately late July 2018, and only if it is approved and prioritized through the ITG process.

## **5. JIS-LINK Contracts**



**March 2, 2018**

**TO:** JISC Data Dissemination Committee  
**FROM:** Stephanie Happold, AOC Data Dissemination Administrator  
**RE:** New JIS-LINK Agreements

During its December 1, 2017 meeting, the Data Dissemination Committee directed DDA Happold to amend the JIS-LINK agreements for level 20, 22, 25, and 30 users, and add requirements for confidentiality agreements to be signed yearly by employees. AOC staff is providing the Committee draft contracts for levels 20, 22, and 25 that include tracked changes. Once these are approved, the changes will be made for all contract types in each level.

JIS-LINK level 20:

- Public defenders – contracted and established departments
- OPD attorneys
- OCLA attorneys
- Private investigators contracted with public defenders
- Tribal public defenders
- State agencies authorized to have this level

JIS-LINK level 22:

- Law enforcement agencies
- Contracted and executive branch probation departments
- State agencies that were authorized to have this level

JIS-Link level 25:

- County prosecutors and city attorneys - contracted and established offices
- WSP Identification and Criminal History Section
- Tribal prosecutors

JIS-LINK level 30 (non-JIS courts):

- Family Law CASA/King County

Tribal Court MOUs.

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

**SERVICE AGREEMENT**

**For**

**PUBLIC DEFENDER AGENCIES**

**Use of**

**THE JUDICIAL  
INFORMATION SYSTEM'S**

**JIS-LINK**

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

## **JIS-LINK**

### **SERVICE AGREEMENT**

This Agreement is entered into by and between the Administrative Offices of the Courts, an office of the Judicial Branch of the Washington State government, hereinafter referred to as the "AOC" and \_\_\_\_\_ hereinafter referred to as the "Subscriber." The Subscriber's address is \_\_\_\_\_

The purpose of this Agreement is to establish the terms and conditions under which the AOC agrees to grant to the Subscriber access to the JIS-Link service.

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

#### **1. TERM OF AGREEMENT**

The term of this Agreement is from the date of its execution by the AOC and it will remain in force until terminated pursuant to Paragraph 10 of this Agreement.

#### **2. WARRANTIES TO AOC**

The Subscriber warrants that it is a Washington State public defender agency or under contract with a local government to provide public defender services.

#### **3. JIS-LINK SERVICE**

- a. The AOC provides a facility that allows access to court information contained in the Judicial Information System (JIS). This facility is called JIS-Link.
- b. The court information that the Subscriber is granted access to is set forth in the attached [Exhibit-Appendix A](#), which by this reference is hereby incorporated.
- c. The AOC, in its sole discretion, may discontinue or change the JIS-Link service.
- d. The AOC is under no obligation to maintain or upgrade any such computer programs provided under this Agreement, except as it deems appropriate.

#### **4. GRANT OF LICENSE**

- a. Subject to the performance of the obligations under this Agreement, AOC hereby grants a limited, revocable, non-exclusive, non-transferable license (without the right to grant sublicenses) to use the JIS-Link service to access court information from the JIS-Link service.
- b. The Subscriber shall not gain any proprietary right to, nor interest in, any information and data provided by the JIS-Link service. Any rights or interest, or any portion thereof, derived

by Subscriber under this Agreement are exclusive to Subscriber and may not be transferred, assigned, or sold for any purpose whatsoever to any person, corporation, partnership, association, or organization of any kind.

## 5. OBLIGATIONS OF SUBSCRIBER

- a. The Subscriber agrees that the user identifiers, passwords, and computer programs, if any, supplied by the AOC are for the sole internal use of the Subscriber and will not be provided to other parties without the written consent of the AOC.
- b. The Subscriber agrees to ensure that:
  - i. Access and use of the JIS-Link service by its employees are only for the purpose of conducting official public defense business;
  - ii. Access and use of the JIS-Link service by its employees complies with all current, or as subsequently amended federal and state law, court rules, and administrative rules and policy governing, regulating and/or relating to the dissemination of the information;
  - iii. Access is available only to authorized employees having a cogent need for such information; ~~and~~
  - iv. Use by its employees of the JIS information complies with any applicable laws, court rules, and/or court order; ~~and-~~
- ~~iv-v.~~ By January 31, each employee with access to JIS-Link will sign a confidentiality agreement that is attached as Appendix B. Subscriber will submit a statement of compliance that is attached as Appendix C to AOC by March 31.
- c. The Subscriber acknowledges that the Subscriber has greater access to court information than the public and agrees to protect the confidential JIS information from unauthorized disclosure.

## 6. COSTS

- a. Subscription fees are waived.
- b. The Subscriber is responsible for the cost of the computer equipment and method of accessing the JIS-Link service.

## 7. DISCLAIMER OF WARRANTIES

- a. 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 any computer programs or any information or data provided under this Agreement.
- b. 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 Subscriber to verify information or data obtained under this Agreement against official court information reposing at the court of record.

## 8. LIMITATION OF LIABILITY

The Subscriber 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 correspondingly agrees that the 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:

- a. The AOC shall not be liable for any demand or claim, regardless of form of action or venue thereof, for any damages resulting from the use of any information, data, or other materials provided under this Agreement.

- b. The AOC shall not be liable for any demand or claim, regardless of form of action or venue thereof, for any damages arising from incorrect or incomplete information or data provided under this Agreement.
- c. The AOC shall not be liable to the Subscriber 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.

## **9. INDEMNIFICATION**

The Subscriber 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.

## **10. TERMINATION**

- a. **Termination Without Cause**--Either the Subscriber or the AOC may terminate this Agreement by providing written notice of such termination to the other party. Said notice shall specify the effective date of termination which must be at least thirty (30) calendar days subsequent to the date such notice was provided.
- b. **Termination For Cause**--The Subscriber accepts full responsibility and liability for any violations of this Agreement by the Subscriber's employees or agents of the Subscriber, and any such violation shall result in immediate termination of the Subscriber's access to the JIS-Link services by AOC without notice. In such event, the Subscriber shall be liable for damages as authorized by law.

## **11. ASSIGNMENT**

The Subscriber may not assign this Agreement.

## **12. SURVIVAL**

The provisions of Paragraphs 5.c, 7, 8, and 9 of this Agreement shall survive the termination of this Agreement.

## **13. SEVERABILITY**

If any term, condition, or application of this Agreement is held invalid, such invalidity shall not affect any other terms, conditions, or applications of this Agreement 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.

## **14. WAIVER/MODIFICATION**

Any failure of the AOC to enforce any provision of this Agreement shall not constitute a waiver of any rights under such provisions or any other provisions under this Agreement.

## **15. 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.

**16. ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties unless otherwise stated in this Agreement.

**17. SIGNING AUTHORITY**

The signatories represent that they have the authority to bind their respective organizations to this Agreement.

**IN WITNESS WHEREOF, the AOC and the Subscriber have signed this Agreement.**

**STATE OF WASHINGTON  
ADMINISTRATIVE OFFICE OF  
THE COURTS**

**SUBSCRIBER**

\_\_\_\_\_  
**Stephanie Happold  
Data Dissemination Administrator**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**PrintTitle**

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**EXHIBIT APPENDIX A**

**AUTHORIZED JUDICIAL INFORMATION SYSTEM ACCESS**

**1. Applications Access**

- Judicial Information System (JIS)
- Superior Court System (SCOMIS)
- Appellate Court System (ACORDS)
- Judicial Application Browser System (JABS)

**2. Case Type Security**

<b>JIS Case types Available for Access</b>	<b>Case Type</b>
<b>Courts of Limited Jurisdiction Case Types</b>	
Civil	CV
Criminal Felony	CF
Criminal Non-Traffic	CN
Criminal Traffic	CT
Infraction Non-Traffic	IN
Parking	PR
Probable Cause	PC
Small Claim	SC
<b>Superior Court Case Types</b>	
Criminal	S1
Civil	S2
Domestic	S3
Probate/Guardianship	S4
Juvenile Offense	S8
Judgment	S9

### 3. Screen Access

JIS Screens Available for Access	Command
Address History	ADH
AKA/DBA Alias Information	AKA
Case Accounting Notes	CAN
Create AR Inquiry	CARI
Case Docket Inquiry/Update	CDK
Set Court Date	CDT
Case Financial History Accounts Receivable (ARs)	CFHA
Case Financial History Bond/Bail	CFHB
Case Financial History Disbursement	CFHD
Case Financial History Adjust	CFHJ
Case Financial History Receipt	CFHR
Case Financial History Summary	CFHS
Civil Case Filing Inquiry	CIVI
Court Name/Case Index	CNCI
Case Disposition Screen	CSD
Judgment/Disposition Inquiry	CVJI
Defendant Name Address Duplicate	DAD
Defendant Case History	DCH
Display Journal Vouchers	DJV
Defendant Name Duplicate	DND
Hearings Held	HRH
Individual Order History	IOH
Joint And Several Inquiry	JTSI
Main Menu (with confidentiality message.)	MAM
Name Address Duplicate	NAD
Case Filing Inquiry/Update	NCC
Name Duplicate	NMD
Order Update	ORD
Order - Inquiry	ORDI
Case Participants	PAR
Parking Vehicle Ticket Inquiry	PKV
Non-Civil Plea/Sentencing	PLS
State Name/Case Index	SNCI
Additional Violations	VIO

<b>SCOMIS Screens Available for Access</b>	
SCOMIS Command Screen	
Search Index Screen	
Search Attorney	
Accounting Screen	
Archive Screen	
Attorney Screen	
Basic Screen	
Calendar Screen	
Charge Screen	
Docket Screen	
Name Screen	
Schedule Screen	
Sentence Screen	
Status Screen	
Summary Screen	
<b>ACORDS Screens Available for Access</b>	
Search Screen	
Basic Case Screen	
Participants Screen	
Events Screen	
Event Detail Screen	
<b>JABS Additional Access</b>	
<u>Abstract Driving Record</u>	<u>DOL Tab</u>

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

#### **1. TERM OF AGREEMENT**

The term of this Agreement is from the date of its execution by the AOC and it will remain in force until terminated pursuant to Paragraph 10 of this Agreement.

#### **2. WARRANTIES TO AOC**

The Subscriber warrants that it is a Washington State certified law enforcement agency.

#### **3. JIS-LINK SERVICE**

- a. The AOC provides a facility that allows access to court information contained in the Judicial Information System (JIS). This facility is called JIS-Link.
- b. The court information that the Subscriber is granted access to is set forth in the attached Exhibit Appendix A, which by this reference is hereby incorporated.
- c. The AOC, in its sole discretion, may discontinue or change the JIS-Link service.
- d. The AOC is under no obligation to maintain or upgrade any such computer programs provided under this Agreement, except as it deems appropriate.

#### **4. GRANT OF LICENSE**

- a. Subject to the performance of the obligations under this Agreement, AOC hereby grants a limited, revocable, non-exclusive, non-transferable license (without the right to grant sublicenses) to use the JIS-Link service to access court information from the JIS-Link service.
- b. The Subscriber shall not gain any proprietary right to, nor interest in, any information and data provided by the JIS-Link service. Any rights or interest, or any portion thereof, derived by Subscriber under this Agreement are exclusive to Subscriber and may not be transferred, assigned, or sold for any purpose whatsoever to any person, corporation, partnership, association, or organization of any kind.

## 5. OBLIGATIONS OF SUBSCRIBER

- a. The Subscriber agrees that the user identifiers, passwords, and computer programs, if any, supplied by the AOC are for the sole internal use of the Subscriber and will not be provided to other parties without the written consent of the AOC.
- b. The Subscriber agrees to ensure that:
  - i. Access and use of the JIS-Link service by its employees are only for the purpose of conducting official law enforcement business;
  - ii. Access and use of the JIS-Link service by its employees is conducted in a proper and legal manner complies with all current, or as subsequently amended, federal and state law, court rules, administrative rules, and policy governing, regulating and/or relating to the dissemination of the information;
  - iii. Access is available only to authorized employees having a cogent need for such information; ~~and~~
  - iv. Use by its employees of the JIS information complies with any applicable laws, court rules, and/or court order; and-
  - v. By January 31, each employee with access to JIS-Link will sign a confidentiality agreement that is attached as Appendix B. Subscriber will submit a statement of compliance that is attached as Appendix C to AOC by March 31.
- c. The Subscriber acknowledges that the Subscriber has greater access to court information than the public and agrees to protect the confidential JIS information from unauthorized disclosure.
- ~~d. Because of the high risk associated with the use of wireless LANS for JIS access, the Subscriber agrees to comply with the JIS General Policy requirements for wireless networks. A copy of the JIS General Policy Wireless Networks requirements are set forth in the attached Exhibit Band by this reference is hereby incorporated.~~

## 6. COSTS

- a. Subscription fees are waived.
- b. The Subscriber is responsible for the cost of the computer equipment and method of accessing the JIS-Link service.

## 7. DISCLAIMER OF WARRANTIES

- a. 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 any computer programs or any information or data provided under this Agreement.
- b. 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 Subscriber to verify information or data obtained under this Agreement against official court information reposing at the court of record.

## 8. LIMITATION OF LIABILITY

The Subscriber 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 correspondingly agrees that the 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:

- a. The AOC shall not be liable for any demand or claim, regardless of form of action or venue thereof, for any damages resulting from the use of any information, data, or other materials provided under this Agreement.
- b. The AOC shall not be liable for any demand or claim, regardless of form of action or venue thereof, for any damages arising from incorrect or incomplete information or data provided under this Agreement.
- c. The AOC shall not be liable to the Subscriber 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.

## **9. INDEMNIFICATION**

The Subscriber 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.

## **10. TERMINATION**

- a. **Termination Without Cause**--Either the Subscriber or the AOC may terminate this Agreement by providing written notice of such termination to the other party. Said notice shall specify the effective date of termination which must be at least thirty (30) calendar days subsequent to the date such notice was provided.
- b. **Termination For Cause**--The Subscriber accepts full responsibility and liability for any violations of this Agreement by the Subscriber's employees or agents of the Subscriber, and any such violation shall result in immediate termination of the Subscriber's access to the JIS-Link services by AOC without notice. In such event, the Subscriber shall be liable for damages as authorized by law.

## **11. ASSIGNMENT**

The Subscriber may not assign this Agreement.

## **12. SURVIVAL**

The provisions of Paragraphs 5.c, 7, 8, and 9 of this Agreement shall survive the termination of this Agreement.

## **13. SEVERABILITY**

If any term, condition, or application of this Agreement is held invalid, such invalidity shall not affect any other terms, conditions, or applications of this Agreement 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.

## **14. WAIVER/MODIFICATION**

Any failure of the AOC to enforce any provision of this Agreement shall not constitute a waiver of any rights under such provisions or any other provisions under this Agreement.

## **15. 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.

**16. ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties unless otherwise stated in this Agreement.

**17. SIGNING AUTHORITY**

The signatories represent that they have the authority to bind their respective organizations to this Agreement.

**IN WITNESS WHEREOF, the AOC and the Subscriber have signed this Agreement.**

**STATE OF WASHINGTON  
ADMINISTRATIVE OFFICE OF  
THE COURTS**

**SUBSCRIBER**

\_\_\_\_\_  
**Stephanie Happold  
Data Dissemination Administrator**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
PrintTitle

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Exhibit Appendix A**

**AUTHORIZED JUDICIAL INFORMATION SYSTEM ACCESS**

**1. Applications Access**

- Judicial Information System (JIS)
- Superior Court System (SCOMIS)
- Appellate Court System (ACORDS)
- Judicial Application Browser System (JABS)

**2. Case Type Security**

<b>JIS Case types Available for Access</b>	<b>Case Type</b>
<b>Courts of Limited Jurisdiction Case Types</b>	
Civil	CV
Criminal Felony	CF
Criminal Non-Traffic	CN
Criminal Traffic	CT
Infraction Non-Traffic	IN
Parking	PR
Probable Cause	PC
Small Claim	SC
<b>Superior Court Case Types</b>	
Criminal	S1
Civil	S2
Domestic	S3
Probate/Guardianship	S4
Juvenile Offense	S8
Judgment	S9

### 3. Screen Access

JIS Screens Available for Access	Command
Address History	ADH
AKA/DBA Alias Information	AKA
Case Accounting Notes	CAN
Create AR Inquiry	CARI
Case Docket Inquiry/Update	CDK
Set Court Date	CDT
Case Financial History Accounts Receivable (ARs)	CFHA
Case Financial History Bond/Bail	CFHB
Case Financial History Disbursement	CFHD
Case Financial History Adjust	CFHJ
Case Financial History Receipt	CFHR
Case Financial History Summary	CFHS
Civil Case Filing Inquiry	CIVI
Court Name/Case Index	CNCI
Case Disposition Screen	CSD
Judgment/Disposition Inquiry	CVJI
Defendant Name Address Duplicate	DAD
Defendant Case History	DCH
Display Journal Vouchers	DJV
Defendant Name Duplicate	DND
Hearings Held	HRH
Individual Order History	IOH
Joint And Several Inquiry	JTSI
Main Menu (with confidentiality message.)	MAM
Name Address Duplicate	NAD
Case Filing Inquiry/Update	NCC
Name Duplicate	NMD
Order Update	ORD
Order - Inquiry	ORDI
Case Participants	PAR
Person Information/Update	PER
Parking Vehicle Ticket Inquiry	PKV
Non-Civil Plea/Sentencing	PLS
State Name/Case Index	SNCI
Additional Violations	VIO

<b>SCOMIS Screens Available for Access</b>	
SCOMIS Command Screen	
Search Index Screen	
Search Attorney	
Accounting Screen	
Archive Screen	
Attorney Screen	
Basic Screen	
Calendar Screen	
Charge Screen	
Docket Screen	
Name Screen	
Schedule Screen	
Sentence Screen	
Status Screen	
Summary Screen	
<b>ACORDS Screens Available for Access</b>	
Search Screen	
Basic Case Screen	
Participants Screen	
Events Screen	
Event Detail Screen	

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

**SERVICE AGREEMENT**

**For**

**COUNTY and CITY PROSECUTING ATTORNEYS**

**Use of**

**THE JUDICIAL  
INFORMATION SYSTEM'S**

**JIS-LINK**

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

## JIS-LINK

### SERVICE AGREEMENT

This Agreement is entered into by and between the Administrative Offices of the Courts, an office of the Judicial Branch of the Washington State government, hereinafter referred to as the "AOC" and \_\_\_\_\_ hereinafter referred to as the "Subscriber." The Subscriber's address is \_\_\_\_\_.

The purpose of this Agreement is to establish the terms and conditions under which the AOC agrees to grant to the Subscriber access to the JIS-Link service.

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

#### 1. TERM OF AGREEMENT

The term of this Agreement is from the date of its execution by the AOC and it will remain in force until terminated pursuant to Paragraph 10 of this Agreement.

#### 2. WARRANTIES TO AOC

The Subscriber warrants that it is a prosecuting attorney's office, a city attorney's office, or contracted to provide prosecutorial services in Washington State.

#### 3. JIS-LINK SERVICE

- a. The AOC provides a facility that allows access to court information contained in the Judicial Information System (JIS). This facility is called JIS-Link.
- b. The court information that the Subscriber is granted access to is set forth in the attached Appendix A, which by this reference is hereby incorporated.
- c. The AOC, in its sole discretion, may discontinue or change the JIS-Link service.
- d. The AOC is under no obligation to maintain or upgrade any such computer programs provided under this Agreement, except as it deems appropriate.

#### 4. GRANT OF LICENSE

- a. Subject to the performance of the obligations under this Agreement, AOC hereby grants a limited, revocable, non-exclusive, non-transferable license (without the right to grant sublicenses) to use the JIS-Link service to access court information from the JIS-Link service.
- b. The Subscriber shall not gain any proprietary right to, nor interest in, any information and data provided by the JIS-Link service. Any rights or interest, or any portion thereof, derived by Subscriber under this Agreement are exclusive to Subscriber and may not be

transferred, assigned, or sold for any purpose whatsoever to any person, corporation, partnership, association, or organization of any kind.

## 5. OBLIGATIONS OF SUBSCRIBER

- a. The Subscriber agrees that the user identifiers, passwords, and computer programs, if any, supplied by the AOC are for the sole internal use of the Subscriber and will not be provided to other parties without the written consent of the AOC.
- b. The Subscriber agrees to ensure that:
  - i. Access and use of the JIS-Link service by its employees is only for the purpose of conducting official ~~prosecuting attorney~~prosecutorial business;
  - ii. Access and use of the JIS-Link service by its employees complies with all current, or as subsequently amended federal and state law, court rules, and administrative rules and policy governing, regulating and/or relating to the dissemination of the information;
  - iii. Access is available only to authorized employees having a cogent need for such information; and
  - iv. Use by its employees of the JIS information complies with any applicable laws, court rules, and/or court order; and
  - v. By January 31, each employee with access to JIS-Link will sign a confidentiality agreement that is attached as Appendix B. Subscriber will submit a statement of compliance that is attached as Appendix C to AOC by March 31.
- c. The Subscriber acknowledges that the Subscriber has greater access to court information than the public and agrees to protect the confidential JIS information from unauthorized disclosure. The Subscriber further acknowledges that records contained in the Juvenile Court Information System (JUVIS) or any replacement application for JUVIS are subject to the provisions of Chapter 13.50 RCW and agrees that the Subscriber will access such records only when the Subscriber is (1) pursuing an investigation or case involving the juvenile in question, or (2) assigned responsibility for supervising the juvenile.
- ~~d. Because of the high risk associated with the use of wireless LANS for JIS access, the Subscriber agrees to comply with the JIS General Policy requirements for wireless networks. A copy of the JIS General Policy Wireless Networks requirements are set forth in the attached Exhibit B and by this reference is hereby incorporated.~~

## 6. COSTS

- a. Subscription fees are waived.
- b. The Subscriber is responsible for the cost of the computer equipment and method of accessing the JIS-Link service.

## 7. DISCLAIMER OF WARRANTIES

- a. 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 any computer programs or any information or data provided under this Agreement.
- b. 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 Subscriber to verify information or data obtained under this Agreement against official court information reposing at the court of record.

## **8. LIMITATION OF LIABILITY**

The Subscriber 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 correspondingly agrees that the 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:

- a. The AOC shall not be liable for any demand or claim, regardless of form of action or venue thereof, for any damages resulting from the use of any information, data, or other materials provided under this Agreement.
- b. The AOC shall not be liable for any demand or claim, regardless of form of action or venue thereof, for any damages arising from incorrect or incomplete information or data provided under this Agreement.
- c. The AOC shall not be liable to the Subscriber 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

## **9. INDEMNIFICATION**

The Subscriber 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.

## **10. TERMINATION**

- a. **Termination Without Cause**--Either the Subscriber or the AOC may terminate this Agreement by providing written notice of such termination to the other party. Said notice shall specify the effective date of termination which must be at least thirty (30) calendar days subsequent to the date such notice was provided.
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The signatories represent that they have the authority to bind their respective organizations to this Agreement.

**IN WITNESS WHEREOF, the AOC and the Subscriber have signed this Agreement.**

**STATE OF WASHINGTON  
ADMINISTRATIVE OFFICE OF  
THE COURTS**

**SUBSCRIBER**

\_\_\_\_\_  
**Stephanie Happold  
Data Dissemination Administrator**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Title**

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**EXHIBIT-APPENDIX A**

**AUTHORIZED JUDICIAL INFORMATION SYSTEM ACCESS**

**1. Applications Access**

- Judicial Information System (JIS )
- Superior Court System (SCOMIS)
- Juvenile & Corrections System (JCS)
- Appellate Court System (ACORDS)
- Judicial Application Browser System (JABS)
- Felony Offender Reporting (FORS)
- Inside Washington Courts Web Site
- Department of Licensing (DOL)-Abstract of Driving Record Only

**2. Case Type Security**

<b>JIS Case types Available for Access</b>	<b>Case Type</b>
<b>Courts of Limited Jurisdiction Case Types</b>	
Civil	CV
Criminal Felony	CF
Criminal Non-Traffic	CN
Criminal Traffic	CT
Infraction Non-Traffic	IN
Parking	PR
Probable Cause	PC
Small Claim	SC
<b>Superior Court Case Types</b>	
Criminal	S1
Civil	S2
Domestic	S3
Probate/Guardianship	S4
Juvenile Offense	S8
Judgment	S9
<b>JCS Referral Types</b>	
Administrative Procedures-Offender	AO
Juvenile Infraction	JI
Juvenile Offender	JO

### 3. Screen Access

JIS Screens Available for Access	Command
Address History	ADH
AKA/DBA Alias Information	AKA
Case Accounting Notes	CAN
Create AR Inquiry	CARI
Case Docket Inquiry/Update	CDK
Set Court Date	CDT
Case Financial History Accounts Receivable (ARs)	CFHA
Case Financial History Bond/Bail	CFHB
Case Financial History Disbursement	CFHD
Case Financial History Adjust	CFHJ
Case Financial History Receipt	CFHR
Case Financial History Summary	CFHS
Civil Case Filing Inquiry	CIVI
Court Name/Case Index	CNCI
Case Obligation Status	COS
Case Disposition Screen	CSD
Judgment/Disposition Inquiry	CVJI
Defendant Name Address Duplicate	DAD
Defendant Case History	DCH
Display Journal Vouchers	DJV
Defendant Name Duplicate	DND
Abstract Of Driving Record	DOL
Hearings Held	HRH
Individual Order History	IOH
Joint And Several Inquiry	JTSI
Main Menu (with confidentiality message.)	MAM
Name Address Duplicate	NAD
Case Filing Inquiry/Update	NCC
Name Duplicate	NMD
Order Update	ORD
Order - Inquiry	ORDI
Case Participants	PAR
Person Information	PER
Parking Vehicle Ticket Inquiry	PKV
Non-Civil Plea/Sentencing	PLS
State Name/Case Index	SNCI
Additional Violations	VIO

<b>SCOMIS Screens Available for Access</b>	
SCOMIS Command Screen	
Search Index Screen	
Search Attorney	
Accounting Screen	
Archive Screen	
Attorney Screen	
Basic Screen	
Calendar Screen	
Charge Screen	
Docket Screen	
Name Screen	
Schedule Screen	
Sentence Screen	
Status Screen	
Summary Screen	
<b>JCS Screens Available for Access</b>	<b>Menu Selection</b>
Addresses	Person>Display>Addresses
Conditions	Referral>Maintenance>Dispositions>Conditions
Criminal History	Referral>Criminal History
Dispositions	Referral>Maintenance>Dispositions
Individual Information	Person>Display>Individual Information
Name Search	Search>Name Search
Participants	Person>Maintenance> Participants
Phones	Person>Display>Phones
Pictures	Person>Maintenance>Pictures
Probation Official	Person>Maintenance>Probation Official
Social File	Person>Maintenance>Probation Official
Reasons	Referral>Maintenance>Reasons
Referral History	Referral>Referral History
Referral List	Referral>Referral List
Relationships	Person>Display>Relationships
Tracking	Tracking
<b>ACORDS Screens Available for Access</b>	
Search Screen	
Basic Case Screen	
Participants Screen	
Events Screen	



# **Confidentiality Agreement for Access to the Judicial Information System (JIS) Using JIS-LINK**

As part of my job duties, I require access to the Judicial Information System (JIS), which includes the District and Municipal Court Information system (DISCIS), the Superior Court Management Information System (SCOMIS), the Appellate Court System (ACORDS), and the Judicial Access Browser System (JABS).

The JIS contains both public and confidential information from court cases and other automated databases. By signing this statement, I affirm my understanding of my responsibilities to maintain confidentiality and agree to the following:

1. I understand that the court case files and automated databases in JIS contain confidential, as well as public, information.
2. I understand that I may access, read, or handle confidential information to the extent required in, and for the purpose of, performing my assigned duties as an employee of my agency or as an officer of the court.
3. I agree not to divulge, publish, or otherwise make known to unauthorized persons or to the public any confidential information obtained from JIS. I understand that:
  - a. I may divulge confidential information to judicial officers, authorized court employees, and authorized employees of my agency as necessary to perform my job duties.
  - b. I may divulge confidential information to others only if specifically authorized to do so by statute, court rule, judicial policy, or court order.
  - c. Maintaining confidentiality includes not discussing confidential information outside of the workplace, or outside of my usual work area.
  - d. After I leave the employment of my agency I may not divulge confidential information obtained during the course of my employment.
4. I agree to consult my supervisor on any questions I may have concerning whether particular information may be disclosed.
5. I understand that a breach of confidentiality may be grounds for disciplinary or legal action.

- I agree to notify my supervisor immediately should I become aware of an actual breach of confidentiality or a situation which could potentially result in a breach, whether this be on my part or on the part of another person. If my work is such that I do not have a supervisor, I will notify the Presiding Judge, or the Court Administrator, or the Court Clerk of the above-named court.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Name of Employer

**Authorization of Access to the Judicial Information System  
Using JIS-LINK**

\_\_\_\_\_ is authorized to access the above-described  
Judicial Information System using the office JIS-LINK account.

\_\_\_\_\_  
Signature of Office Elected, Director, or Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Name of Office

# APPENDIX C

## STATEMENT OF COMPLIANCE FOR CONFIDENTIALITY AGREEMENTS

All staff with a JIS-LINK RACFID for \_\_\_\_\_  
[name of office]

have executed a confidentiality agreement at the beginning of calendar year \_\_\_\_\_.

I declare under the penalty of perjury under the laws of the state of Washington, that the above statement is true and correct.

Signed on the \_\_\_\_\_ day of \_\_\_\_\_, at  
[month and year]

\_\_\_\_\_  
[city and state]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Please mail to: The Washington State Administrative Office of the Courts, Attn: Data Dissemination Administrator,  
P.O. Box 41170, Olympia, WA, 98504

---

Received by the Washington State Administrative Office of the Courts on: \_\_\_\_\_.

By: \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**6. Researcher Obligations  
under AOC  
Data Agreements**



WASHINGTON  
COURTS

---

**March 2, 2018**

**TO:** JISC Data Dissemination Committee  
**FROM:** Stephanie Happold, AOC Data Dissemination Administrator  
**RE:** No Action Needed - Researcher Obligations under AOC Data Agreements

The Washington State Center for Court Research (WSCCR) recently notified the Administrative Office of the Courts (AOC) contracts department that some researchers were not submitting drafts of reports or publications that were based on, used, or referenced data that was provided by AOC under numerous data agreements.

Language in the agreements state:

RESEARCHER will provide AOC with a copy of any report generated from this research project 60 days prior to publication with the opportunity for AOC to object to the use of its data in the report; however, any objection must be reasonable and rationally based. If such objection is made the data shall be removed from the report.

AOC staff contacted these researchers and their contracts office. Researchers quickly provided AOC with a list of publications based on AOC data. The contracts office also sent out a notification reminding the researchers of this requirement, and that publications must be sent to AOC immediately or no further data agreements would be processed until the oversight is corrected. It also warned of repercussions if further non-compliance occurred. AOC was satisfied with this entity's response to the problem.

Internally, AOC staff is discussing additional monitoring to prevent this from happening again. AOC staff is bringing this to the Data Dissemination Committee's attention as the data agreements were approved by it pursuant to court rule GR 31(g)(1).