

- 1. October 26, 2018 Meeting Minutes**



JISC DATA DISSEMINATION COMMITTEE
Friday October 26, 2018 (8:30 a.m. – 9:40 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 J. Robert Leach, Chair
Judge Scott K. Ahlf
Judge John H. Hart (telephonically)
Ms. Barb Miner
Ms. Paulette Revoir (telephonically)
Judge David A. Svaren

Members Absent

Judge Jeannette Dalton
Ms. Brooke Powell

Guests Present

Ms. Sonya Kraski, Snohomish County Clerk
Ms. Jennifer Ortega, Access to Justice – Technology
Committee

Staff Present

Stephanie Happold, Data Dissemination Administrator
Kathy Bowman, MSD Administrative Secretary
Mike Keeling, AOC IT Operations Manager

0. Call to Order

Judge Leach called the October 26, 2018, Data Dissemination Committee meeting to order at 8:29 a.m.

1. June 22, 2018 Meeting Minutes

No changes or additions were requested, and the meeting minutes were approved as written.

2. Non-Court IT Personnel JIS Access Policy

DDA Happold presented this agenda item. The 2014 DDC non-court IT personnel JIS access policy is still considered temporary. The current temporary policy allows AOC to establish JIS access for non-court/county clerk IT personnel if requested by a court or county clerk's office (usually for IT personnel that work for the county/city). The RACFID is active for only six months and does not provide access to BIT. Currently, the access is just being renewed every six months, and AOC is requesting a permanent policy. Based on this information, the DDC approved the following:

1. If a request comes in for JIS access for non-court/county clerk IT personnel, (usually IT personnel that work for the county/city) they are allowed a temporary JIS RACFID for 6 months. This access does not extend to running BIT Reports.
2. During those six months, an agreement must be executed as described in *JIS General Policy 4.1.9*, if continued access is needed:

Vendors, contractors, and staff of local information technology departments may be granted security privileges for access to non-public data in the JIS if such access is needed in order to develop or maintain an information system for a court or the AOC. Such access shall be governed by written

agreements between the AOC, the court or county clerk, and the vendor, contractor, or local information technology department. Such contracts shall require the employees of the vendor, contractor, or local information technology department to sign a confidentiality agreement, and for the court or county clerk to keep the signed copies and to certify to the AOC that such agreements have been executed.

3. If an agreement is not executed, the access is shut-off after six months.

This policy is not retroactive. Meaning that if a jurisdiction contacts AOC to renew the access for another six months, their IT personnel are not shut off at that time. When AOC renews the access, the jurisdiction should be told that this is the last six month temporary extension AOC can grant, and that they must enter into an agreement as described in 4.1.9.

This decision does not alter the DDC's March 6, 2015, decision that three non-court IT personnel permanently assigned to Spokane County Superior Court be given RACFIDs to work with the court and the clerk's office.

3. Verus Research Request for Access to Dates of Birth in Odyssey Portal

Shelly Renz from Verus Research was not present or on the phone. DDA Happold presented this agenda item. Ms. Renz contacted AOC and wanted dates of birth to be available for public Odyssey portal users. It is unclear if Ms. Renz meant the anonymous portal user, the registered portal user, or both. The first part of the request is if this data should be accessible to public portal users, the second part is for access for Ms. Renz. Judge Leach stated that the DDC already answered the first request: Because the case management systems cannot differentiate between confidential and public dates of birth, all dates of birth are restricted from public access. Registered public users can see birth year in general searches and can use known dates of birth as a search filter. The DDC will not change this access. The Committee then discussed the second part of the request and concluded that Ms. Renz can register with her local county clerk's office. It was asked if AOC provided statewide portal access without documents. DDA Happold stated that a few years ago, AOC gave JIS-LINK site coordinators an Odyssey portal role that provided statewide court data access without documents. Ms. Renz would have been contacted at that time, and it could be that she did not activate the account. AOC does not plan on re-offering this access due to the administrative workload. Therefore, the Committee concluded that Ms. Renz can contact her local clerk to register, but any decision to give the access and to apply any associated fees would be determined by the county clerk. AOC was instructed to write a response to Ms. Renz describing the Committee decision.

4. Data Dissemination Manual Updates

DDA Happold presented this agenda item. The Data Dissemination Manual located on inside courts is out-of-date, especially with recent data dissemination policy changes. The manual was created by the DDC and will need to be updated by the Committee. She edited the sections with tracked changes for a starting point. Committee members provided the following edits:

- The Washington State Constitution should be added to the preface, first page, first bullet.

- The second paragraph in example 6 – rationale, and the last sentence in example 11-rationale, should be removed.

DDA asked if the examples were still relevant. Several Committee members suggested contacting the courts and county clerks to review the examples or to provide new ones. The fee schedule was also discussed. There is concern that the fees based on AOC staff time cannot be used by the local jurisdictions. DDA Happold added language in the section stating that courts/county clerks should contact their legal counsel before implementing the AOC-based fee schedule or using their own. Ms. Miner stated that clerks' fees are based on statutes and they cannot charge the same as AOC. The rest of the sections were then briefly reviewed. DDA Happold asked the Committee to review and make their own edits to the manual. Any new edits should be given to John Bell with AOC. DDA Happold will send the members the sections as word documents so they can edit and track the changes. Judge Svaren suggested that the unedited manual be distributed to the county clerks and the CLJ court administrators to provide comments/edits on all of the manual's content, not just examples. It was agreed that DDA Happold will send the old manual to the presidents of the WSACC and the DMCMA for edits and ask that they forward the example section on to their members for updated examples. Feedback should be given back to AOC staff for the next meeting.

5. Updates on JIS-LINK and Public Index Amendments

DDA Happold stated that a change was needed in the JIS-LINK agreements after they were approved by the Committee at the last meeting. The agreements need additional language requiring confidentiality agreements be signed by employees before access is provided and again by January 31. Ms. Barbara Miner presented the motion and Judge Ahlf seconded it. All in favor. None opposed. Motion passed.

DDA updated the DDC that its recently approved changes to the public index agreements are done and amendments are signed by all current licensees. New JIS-Link agreements are being used, and AOC will start working on the amendments to current JIS-LINK agreements.

6. Review of AOC Data Agreements

DDA Happold presented this agenda item. Washington State Court Rule GR 31(g)(1) requires a JISC-approved dissemination contract for the release of bulk JIS records from AOC. DDA is bringing the agreements to the DDC for review and approval. There are two main agreements: one is a data agreement for public requests, the other is a research data agreement for JIS data that may include confidential data variables being requested by researchers conducting legitimate research or state agencies in need of the data for a governmental purpose. The Committee did not have any edits for the research data agreement at this time. In the public data agreement, subsection 6.3 should be changed to "commercial solicitation" rather than "commercial purposes." DDA Happold suggested striking subsections 6.4, 6.6, and section 7 that address secondary dissemination and the destruction of the data after the agreement is expired. DDA Happold was concerned about the lack of authority in court rule or statute (other than in contract law) to enforce these requirements for public data. She referenced the Public Records Act (Act), and though JIS records do not fall under it, the judiciary may look to the Act for reference. The Act does not have these requirements on public data. It was stated that the JIS data is not just public

records being provided, but is data that is compiled and enhanced. The sorting and assembly of data is much different than raw data, enhancing the value. Therefore, limiting re-dissemination should be required for personal privacy reasons. It was asked what is required of the bigger data companies like LexisNexis. DDA Happold responded that a lot of them acquire their information from the public index subscriptions and there are re-disclosure requirements in those agreements. The JIS agreements before the Committee are for the specialized JIS compiled reports that AOC provides.

The Committee also looked at the indemnification language in section 13, and changed it to: "...and the State of Washington from all claims, loss, risk of loss, and damages (including expenses, costs, and attorney fees) arising out of, sustained, or incurred..."

Judge Leach asked if there should be action done today, or if the Committee should review the agreements and discuss them again at the next meeting. **The Committee decided to review both agreements with the proposed changes and discuss at the next meeting.** DDA Happold will send word versions of both agreements to the Committee members with her proposed tracked changes, as well as the changes added during this meeting. It was asked what version of the research/data agreements are being used now, and DDA Happold said that the disputed requirements are in the current agreements. DDA Happold requested that if the Committee decides on the needed language, that the motion also include allowing AOC to have discretion in making slight changes to the contracts during negotiations, or every proposed contract change would have to come back to the DDC for approval. The Committee agreed that the motion should have this caveat. **The agreements will be scheduled for review at the next meeting.**

7. Court Rule GR 15 and Restricted Case Types

DDA Happold presented this agenda item. AOC staff is seeking clarification if Washington State Court Rule GR 15(c)(4) applies to restricted case types such as adoptions, paternities, involuntary commitments, and juvenile non-offender cases. Committee stated that the language in GR 15(c)(4): "The existence of a court file sealed in its entirety, unless protected by statute, is available for viewing by the public on court indices..." meant if the case was restricted by statute, even the existence of it as a sealed case should not be made public. It is the opinion of the Committee that GR 15(c)(4) language applies to case files sealed by court order under the authority of GR 15 and does not apply to the restricted case types.

8. Sealed Cases Displaying in Odyssey

The Committee asked AOC staff for an update regarding sealed cases displaying in Odyssey Portal. The Committee is concerned about Odyssey Portal and the AOC public websearch not comporting with court rule GR 15. DDA Happold stated that the sizing request went to Tyler, not only to display sealed cases in Odyssey Portal consistent with GR 15, but to also have sealed cases display in Odyssey client for county clerk/court staff. Currently, AOC staff is working with Tyler in expanding on the initial requirements that were submitted. Tyler has come back with a few questions and concerns about what is being asked to display, as it is different than other states. Mr. Keeling added that Odyssey has the ability to show a case as sealed and include the case number and case type, but not the parties' names as required under GR 15. He believes it will take a couple of weeks to get the final sizing information from Tyler. Then the work will need to be prioritized. It was discussed who can prioritize: JISC, AOC, etc. DDC recommended that the County Clerks Association write a letter in support of the work and that may help in prioritizing it. DDA

Happold was asked about when the public websearch will be fixed. She responded that it is not known yet which application will support the websearch, but she has provided the GR 15 requirements to the EDR project manager and told the MSD supervisors that this needs to be monitored. Also, the JIS-LINK level 1 replacement project have the GR 15 requirements and are incorporating them into the work.

9. Other Business

Judge Leach thanked the DDC members for presenting at the fall judicial conference. Ms. Miner's presentation was well received, and Judge Leach's materials have proved very helpful for the clerks.

This is DDA Happold's last DDC meeting. Judge Leach thanked her for her 5+ years of work and that her institutional knowledge will be missed. John Bell will take over for Ms. Happold until a replacement is found.

The December 7 JISC meeting is cancelled; therefore, Judge Leach also cancelled the DDC meeting. If there is a need for a teleconference, John Bell will contact Judge Leach to schedule one.

DRAFT

2. Washington State Institute for Public Policy (WSIPP) Research Request for Access to Case Type 7 (TRU, ARY, and CHINS) cases



Washington State Institute for Public Policy

110 Fifth Avenue SE, Suite 214 • PO Box 40999 • Olympia, WA 98504 • 360.664.9800 • www.wsipp.wa.gov

February 22, 2019

Data Dissemination Committee
Administrative Office of the Courts
1112 Quince St. SE
P.O. Box 41170
Olympia, WA 98504-1170

Dear Members of the Committee:

We are writing to request access to court case (referral and detention) file data for Truancy (TRU), At-Risk Youth (ARY), and Child in Need of Services (CHINS) cases for integration into the Washington State Institute for Public Policy (WSIPP) Criminal History Database (CHD).

WSIPP currently receives referral, detention, and PACT data associated with Case Type 8 SCOMIS cases (i.e., juvenile offender cases). We obtain these data on a rolling basis from AOC and incorporate these data into our larger Criminal History Database. This comprehensive database allows us to conduct research projects at the behest of the legislature and other state agencies (e.g., Juvenile Rehabilitation), to evaluate program/policy effectiveness, and to provide information about overall trends in the criminal justice system over time.

In the last few years, the legislature and various state agencies have increasingly focused on Case Type 7 SCOMIS, now Odyssey cases, with particular emphasis on Truancy, ARY, and CHINS petitions. The general spotlight on these cases has resulted in several legislative assignments for WSIPP. For example, WSIPP recently received a legislative assignment to evaluate the 2016 and 2017 legislative changes to truancy petitions (Second Substitute House Bill 2449, Laws of 2016, Regular Session). With so many ongoing discussions around the state, it is possible that WSIPP will receive additional legislative requests for research concerning this population in the future.

In the past, WSIPP has requested one-off data requests from the AOC or the Research and Data Analysis center at DSHS to obtain the data necessary to complete our evaluations. These one-off data requests are time and resource intensive for all of the involved agencies and often limit WSIPP to a de-identified dataset that does not include any personal identifiers. This process limits WSIPP's oversight of the data processing and may, at times, extend the amount of time required for us to complete research assignments. This process can also limit the types of statistical methods and sensitivity testing we can use in our evaluations. Without these data, we are also limited in the type of information requests we can fulfill for legislators during the legislative session.

WSIPP requests a one-time transmission of all existing Type 7 juvenile case data with cause code 'TRU,' 'ARY,' and "CHINS' and an expansion of our ongoing SCOMIS/Odyssey case data transmissions to include new Type 7 juvenile cases with cause code 'TRU,' 'ARY,' and "CHINS'

each quarter. Specifically, we are asking for case files (referral data and detention data) for these cases. Consistent with our current data-sharing agreement, we request files for all of the aforementioned Type 7 cases, including those that are sealed and/or expunged. We have experience working with Type 7 SCOMIS records in the area of truancy, at-risk youth, and CHINS. We are sensitive to the confidential nature of these records. WSIPP maintains a secure data system and only authorized personnel will have access to these files. Enclosed is an email granting approval for this data request from the Washington Association of Juvenile Court Administrators (WAJCA).

Sincerely,

A handwritten signature in blue ink, appearing to read "Stephanie Lee".

Stephanie Lee
Director

A handwritten signature in blue ink, appearing to read "Lauren Knoth".

Lauren Knoth, Ph.D.
Senior Research Associate

Knoth, Lauren (WSIPP)

From: Lisa Tremblay <lisat@co.skagit.wa.us>
Sent: Friday, January 11, 2019 1:50 PM
To: Knoth, Lauren (WSIPP)
Subject: RE: Type 7 Case Data - WAJCA Approval

Hi Lauren,

The WAJCA approves your request for JCS case type 7 data. We ask that you vet the data and report with the WAJCA prior to dissemination.

Best regards,

*Lisa Tremblay, Administrator
Skagit County Superior and Juvenile Court
Superior Court: 360-416-1206
Juvenile Court: 360-416-1225*

From: Knoth, Lauren (WSIPP) <lauren.knoth@wsipp.wa.gov>
Sent: Friday, January 11, 2019 9:33 AM
To: Lisa Tremblay <lisat@co.skagit.wa.us>
Cc: Bell, John <john.bell@courts.wa.gov>
Subject: RE: Type 7 Case Data - WAJCA Approval

Hi Lisa,

It is helpful to know that we should not be requesting PACT data for Case Type 7s. I knew that truancy cases used different risk assessments (WARNS or similar), but was unsure about ARY and CHiNS cases.

I've reached out to AOC to get additional clarification on the social file. This was not something I had heard of before, so I unfortunately can't provide too many additional details at this point. I may have misunderstood my initial conversations with AOC, so for now, I'll put the social file request on hold. I may return to this when more information is available, but I don't think this would be something that WAJCA has oversight of or involvement with.

With that said, the focus of our request from WAJCA is on the JCS case type 7 data (for truancy, ARY, and CHiNS – not dependency and termination) for referral and detention. Please let me know if you need anything else from us (WSIPP). I've also cc'd John Bell at AOC who has been working with us on our quest to expand our juvenile data. If you have any additional questions about the JCS data that I cannot answer, I'm hopeful he'll be able to help out.

Best,

Lauren Knoth, PhD
Senior Research Associate | Washington State Institute for Public Policy
(W) (360) 664-9805 | lauren.knoth@wsipp.wa.gov

From: Lisa Tremblay [<mailto:lisat@co.skagit.wa.us>]
Sent: Tuesday, January 08, 2019 11:25 AM
To: Knoth, Lauren (WSIPP)
Subject: RE: Type 7 Case Data - WAJCA Approval

Good morning Lauren,

Thank you for reaching out regarding this subject. I hope to provide some explanation and seek clarification as to your request.

As it relates to case type 7s, the Juvenile Courts do not track or associate these cases within our PACT data. The PACT data is specific to case type 8 cases. The AOC provides filing and other general data regarding case type 7s. Because we are not funded to allocate evidence based programs to case type 7s, we are not able to provide assessment or interventions on a State –wide level for these case types. Therefore, there is no “data bank” for lack of a better term regarding assessment or interventions.

As to your “social file” request – can you elaborate on what you are referring to specifically? We are not funded to provide case management so we need a bit more information as to exactly what you mean by this.

Thank you again for reaching out. We are happy to continue to support your efforts with the information we have available and are able to share.

Best always,

*Lisa Tremblay, Administrator
WAJCA President
Skagit County Superior and Juvenile Court
Superior Court: 360-416-1206
Juvenile Court: 360-416-1225*

From: Knoth, Lauren (WSIPP) <lauren.knoth@wsipp.wa.gov>
Sent: Friday, December 28, 2018 12:33 PM
To: Lisa Tremblay <lisat@co.skagit.wa.us>
Subject: Type 7 Case Data - WAJCA Approval

Dear Lisa Tremblay,

You and I recently met at the Block Grant Oversight Committee Meeting. My name is Lauren Knoth and I am the Senior Research Associate in Criminal Justice at the Washington State Institute for Public Policy (WSIPP). As you’re probably aware, WSIPP is a non-partisan agency that conducts policy research at the direction of the Legislature and our [Board of Directors](#). We have a long history of conducting research related to the juvenile justice system in Washington.

I’m writing to discuss WSIPP’s access to juvenile case information for type 7 cases – specifically for Truancy, ARY, and CHINS cases. WSIPP currently receives referral, detention, and PACT data associated with type 8 juvenile cases. We

obtain these data on a rolling basis from AOC and incorporate the data into our larger Criminal History Database. This comprehensive database allows us to conduct research projects at the behest of the legislature and other state agencies (such as CJAA), to evaluate program/policy effectiveness (such as our ART evaluation), and to provide information about overall trends in the criminal justice system over time.

In the last few years, the legislature and various state agencies have increasingly focused on type 7 juvenile cases, with particular emphasis on Truancy, ARY, and CHINS petitions. The general spotlight on these cases has resulted in several legislative assignments for WSIPP. For example, WSIPP has received a legislative assignment to evaluate the 2016 and 2017 legislative changes to truancy petitions (see [legislation here](#)). With so many ongoing discussions around the state, it is possible that we will receive additional legislative requests for research concerning this population in the future.

In the past, WSIPP has requested one-off data requests from the AOC or the Research and Data Analysis center at DSHS to obtain the data necessary to complete our evaluations. These one-off data requests are time and resource intensive for all of the involved agencies and often result in WSIPP receiving a stripped-down dataset that does not include any personal identifiers. This process limits WSIPP's oversight of the data processing and may, at times, extend the amount of time required for us to complete research assignments. This process can also limit the types of statistical methods and sensitivity testing we can complete for our evaluations. Without these data, we are also limited in the type of information requests we can fulfill for legislators during the legislative session.

I recently met with several representatives at AOC to discuss the possibility of expanding our data-sharing agreement (DSA) with AOC to include the referral, detention, and PACT data for type 7 cases. AOC agreed that this would be beneficial to their agency as it would reduce the amount of resources required to fulfill our data requests on a project-by-project basis. AOC explained that the referral, detention, and PACT information that we already receive for the type 8 cases would be the same information we would receive under an expanded DSA. In addition to these case files, they indicated there are separate "social files" for type 7 cases that may provide additional information on the youth and outcomes associated with their care. In order to obtain any of the case file information and/or social file information for type 7 cases, AOC requires approval by WAJCA to release the data to WSIPP, as WAJCA is the owner of these data.

As the President of WAJCA, I am hoping we (WSIPP) may receive your approval to obtain these data. If there is a larger committee within WAJCA that would need to review and approve of this request, please let me know what steps we need to take to submit our request. Our request will also need to be approved by the Data Dissemination Board (DDB) at AOC. We are hoping to submit our request to the AOC DDB for review at their meeting on February 22, 2019. A letter of approval/support from WAJCA is required before AOC will release these data. I would be happy to provide you with a copy of our current DSA covering type 8 cases that includes a description of our data security protocols. I can also put you in contact with our data manager to provide additional information about our data security policies at WSIPP that would cover this data request.

In sum, we are hoping to obtain WAJCA's approval and support to obtain, on a rolling basis, case file (referral, detention, and PACT) and social file data related to type 7 juvenile cases (only Truancy, ARY, and CHINS – excluding Dependency and Termination cases) from AOC for integration into our Criminal History Database. We would ask that this expansion mirror the data we already receive for type 8 cases such that we would obtain information related to all cases, including those that are sealed and expunged.

If you have any questions about this request, please do not hesitate to contact me by email at lauren.knoth@wsipp.wa.gov or by phone at 360-664-9805. I would be happy to drive up to your office sometime to discuss this request or to arrange a conference call instead. I will be out of the office next Monday (Dec 31) – Wednesday (Jan 2), but am available through the rest of the month.

Sincerely,

Lauren Knoth, PhD

Senior Research Associate | Washington State Institute for Public Policy

(W) (360) 664-9805 | lauren.knoth@wsipp.wa.gov

3. Washington Association of Sheriffs and Police Chiefs (WASPC) Request for Access to Judicial Access Browser System (JABS)

WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS

3060 Willamette Drive NE Lacey, WA 98516 ~ Phone: (360) 486-2380 ~ Fax: (360) 486-2381 ~ Website: www.waspc.org

Serving the Law Enforcement Community and the Citizens of Washington



December 19, 2018

Judge Jay Leach, Chair
Data Dissemination Committee
C/O John Bell, Contracts Manager
Administrative Office of the Courts
P.O. Box 41170
Olympia, WA 98504

The Honorable Judge Leach:

Subject: WASPC Request for Access to Judicial Access Browser System (JABS)

WASPC respectfully requests law enforcement access to the Judicial Access Browser System (JABS). Access to JABS will allow WASPC staff to carry out the requirements established by SHB 1501, related to denied firearms transactions.

In the 2017 legislative session the Washington Legislature passed SHB 1501 amending RCW 9.41 to require that “A dealer shall report to the Washington association of sheriffs and police chiefs information on each instance where the dealer denies an application for the purchase or transfer of a firearm, whether under RCW 9.41.090 or 9.41.113, or the requirements of federal law, as the result of a background check or completed and submitted firearm purchase or transfer application that indicates the applicant is ineligible to possess a firearm under state or federal law.”

With the passage of SHB 1501, RCW 36.28A.420, directed WASPC to: “... establish a grant program for local law enforcement agencies to conduct criminal investigations regarding persons who illegally attempted to purchase or transfer a firearm within their jurisdiction.” While developing the grant program, WASPC determined that there was a need for a mechanism by which law enforcement agencies were made aware of denied transaction records for individuals or situations that met certain criteria, so that those records could receive more prompt attention from the law enforcement agency where the attempted transaction occurred. In the short time that our organization has been receiving records from dealers, we have received over 4,000 reports of denied firearms transactions. We have directly referred 979 transaction records to local law enforcement for consideration, of those 534 have been referred based on information available through court records.

Two of the current criteria used to determine if an individual’s transaction record is deserving of more prompt attention by local law enforcement include: whether or not the individual’s criminal history contains certain prohibitive criminal convictions; and whether or not the individual is listed as the respondent in an active protective order issued in or recognized by the State of Washington. When determining whether one of these criteria is present for an individual, WASPC currently utilizes JIS via

President KEN THOMAS <i>Chief—Des Moines</i>	President Elect JOHN SNAZA <i>Sheriff—Thurston County</i>	Vice President CRAIG MEIDL <i>Chief—Spokane</i>	Past President BRIAN BURNETT <i>Sheriff—Chelan County</i>	Treasurer BRIAN WINTER <i>Sheriff—Yakima County</i>
STEVE CROWN <i>Chief—Wenatchee</i>	RONNIE ROBERTS <i>Chief—Olympia</i>	Executive Board GARY JENKINS <i>Chief—Pullman</i>	BILL BENEDICT <i>Sheriff—Clallam County</i>	MARK NELSON <i>Sheriff—Cowlitz County</i>
RICK SCOTT <i>Sheriff—Grays Harbor County</i>	MARK COUEY <i>Director—OIC</i> <i>Criminal Investigations Unit</i>	JOHN BATISTE <i>Chief—WA State Patrol</i>	RAY DUDA <i>SAC—FBI, Seattle</i>	STEVEN D. STRACHAN <i>Executive Director</i>

the public user access profile. The only mechanism for our organization to generate a positive match is by matching the name, date of birth, and descriptive information for an individual named in a record submitted to our office to a record contained in JIS.

As court records management systems change and evolve, and policies closely follow, it is our understanding that the quality and completeness of the information contained in JIS (to include dates of birth and descriptive information) will likely be greatly reduced using our current application and level of access. Additionally, as access to information regarding King County cases will change following King County Superior Court's transition to KC JAMS. WASPC's ability to search for King County information will be adversely impacted. Until our request for JABS access is considered, WASPC will be searching multiple systems, some without the ability to confirm dates of birth. It is for these reasons that our organization is requesting access to the Judicial Access Browser System (JABS) at the law enforcement security level. The Committee's timely consideration of this request will be very much appreciated.

Please contact Jamie Weimer, WASPC Projects and Programs Manager with any questions regarding WASPC's request for access to JABS. Jamie can be reached at (360) 486-2419 or jweimer@waspc.org.

Sincerely,



Steven D. Strachan
Executive Director

4. Data Dissemination Manual Updates

Preface

~~This handbook was developed by the~~ The Judicial Information System Committee (JISC) Data Dissemination ~~Committee Subcommittee~~ created this handbook to assist local courts and the ~~Office of the Administrator for the Courts~~ Administrative Office of the Courts (AOC) ~~(OAC) to develop their responses to~~ in developing their own processes for responding to requests for court information ~~obtained from the Judicial Information System (JIS) contained in the case management systems used by many state courts and maintained by AOC.~~

Although there is little definitive law related to the release of electronic [Judicial Information System \(JIS\)](#) data, this handbook conservatively assumes that statutes and case law governing release of non-court data offer reasonable guidance.

The JISC Data Dissemination Policy (Policy) was developed on the following conceptual basis:

- [Judicial Information System Committee Rule \(JISCR\) 12 and JISCR 15\(d\)](#) establish the authority for the Policy. ~~Judicial Court case~~ records are outside the provisions of the Federal Freedom of Information Act, ~~and~~ the Washington Public Disclosure Act, ~~and court rule GR 31.1~~. Access to these records is governed by [the Constitution of the State of Washington, court rules, statutes, case law, common law access rights, JISC rules, and](#) ~~and~~ JIS and local policies.
- ~~The Policy addresses JIS records, but local courts are encouraged to adopt a policy that allows the Policy to govern non-JIS records in each court's jurisdiction.~~
- The public has the same right of access to electronic case records that they have to hard copy records. ~~However, except that~~ the Policy limits [access and dissemination of several data variables contained in the case management systems such as juvenile offender records, addresses, phone numbers, and dates of birth for minors](#) ~~the contact information and other personal identifiers that may appear on JIS Link screens. Privacy of person-specific information within large databases where compiled reports may be developed must be specially protected.~~
- The Policy adopts law and policy that govern similar records in other agencies when records within the JIS reflect or parallel records in other agencies (such as the Department of Licensing or the Washington State Patrol). ~~Records not available for release by other agencies will not be released by the JIS.~~
- Requests for information cannot be allowed to interfere with the ongoing business of the court.
- ~~JISCR 15 establishes the authority for the Policy. Where state law, case law, or~~

Commented [BM1]: No this is not true. For instance, we release non conviction data and WSP does not.

Commented [HS2]: Is this last sentence still correct?

~~public policy are not definitive, the Policy reflects the position most protective of individual privacy while legal precedents develop.~~

- The Policy ~~is not intended to~~ **does not** apply to documents filed with the local courts and county clerks' offices. ~~routine information requests like case file check-outs, cause number look-up, or criminal record checks by criminal justice agencies.~~
- RCW Chapter 2.68 RCW authorizes the JIS Committee JISC to establish fees for access to JIS Judicial Information System (JIS) data available under the Policy.

Some key points to reference as courts/county clerks respond to data dissemination requests are as follows:

1. JIS data is shared local/state ownership. Access and fees are governed by RCW, the JISCRs and the Policy.
2. The prosecuting attorney or city attorney is each court's/clerk's/administrator's legal advisor ~~unless there is an Attorney General's clarification or opinion on the question.~~
3. Just because the information is present in the JIS does not mean it ~~has can't~~ be compiled and ~~then~~ released.
4. Courts/clerks can run any report for internal management/court administration needs. If the requestor is an individual judge (not the presiding judge or court administrator), or when the use is not clear, the decision about whether the report is a court or administrative report can be deferred to the presiding judge.
5. Many requests will require that the courts/clerks go back to the requestor to clarify what data is being sought and for what purpose before a decision can be made to release the data.
6. Court staff/clerks should NEVER interpret data for outside requestors.
7. Court staff/clerks are all under separate obligations to retain timely and accurate data regardless of the Public Disclosure Act or the JISC Rules and Policy.
8. ~~Just because data is electronic and easier to sort, the public has no more right to it than when it was manual; there are growing indications that privacy rights must be protected.~~
- 9.8. ~~Even though each individual record is public, it does not follow that electronic or staff searches among multiple records is public.~~
- 10.9. ~~Social Security Numbers~~ are not recorded in the JIS. If, if they exist they

Commented [BM3]: Not sure what this last sentence means?

~~should, should~~ not be released. ~~The burden of proof as to whether a requester should have them is on the requester.~~

~~11.10. If limited jurisdiction court staff have reason to be concerned over a requester's access to data (including case files), they can, under ARLJ 9(e), trigger judicial review and/or notice to case parties.~~ The rules governing dissemination of court/clerk data may be expected to evolve over time as the boundary between privacy interests and the public's right to know becomes more clearly delineated.

Examples

The following examples, ~~with the rationale and response presented,~~ were developed by the Data Dissemination ~~Administrative~~ Committee to illustrate the application of the JISC Data Dissemination Policy ([Policy](#)) to everyday situations in the courts. The analysis and suggested responses are, ~~of course,~~ always subject to further review and discussion.

1. A bank wants a list of all those who are debtors to them in court judgments.

Rationale:

When the bank is the creditor, ~~a list of judgment cases,~~ the originating court case numbers, and the names of debtors can be printed ~~and provided.~~ ~~This is simply an index report.~~ If the bank wants ~~the list limited to those cases in which money is still owed or wants additional~~ information on payment history, ~~and~~ amounts owed, ~~addresses of debtors, etc.,~~ ~~this information is also allowed under the Data Dissemination Policy but with additional requirements laid out in Section III.H. this goes beyond the index report and is not allowed in a compiled report. (See Data Dissemination Policy, Section III.B.6.)~~

Response:

A subset of the judgment index is allowed.

2. A private citizen requests a list of trials heard by Judge "X."

Rationale:

When acting as officers of the court ~~(rather than as litigants),~~ judges and attorneys have no particular privacy interest. Therefore, a search of the database for all instances in which a judge is mentioned and listing any ~~publicly accessible data of the index report elements (name, relationship to case, case caption, case number, date of filing, case outcome, and disposition date)~~ for each of those cases is allowed. ~~Except for reports sorted by case resolution and resolution type, reports based on information not in the index are not allowed. (See Data Dissemination Policy, Sections III.A.1, III.B.6.)~~

Response:

A list of cases ~~by any index criteria~~ in which Judge "X" appeared is allowed.

3. A newspaper wants a list of trials where attorney "Z" appeared.

Commented [BM1]: yes

Commented [HS2]: Are these examples still relevant? What additional examples are needed?

Commented [HS3]: Should the examples still be set up as rationale/response?

Commented [BM4]: This language needs to be updated. There are no "judgment cases" any longer.

Commented [HS5]: Still needed?

Rationale:

The rationale for this request is exactly the same as the response to the previous question concerning judges. Attorneys, when functioning as officers of the court, have no privacy interest. ~~(See Data Dissemination Policy, Section III.A.1.)~~

Response:

A list of cases in which attorney "Z" appeared is allowed.

4. A rental agency wants a list of all persons on whom an unlawful detainer has been filed.

Rationale:

This is a request ~~is allowed by the Policy for an index report by name.~~ When giving reports by name, the standard JIS Name Disclaimer should be included. (See Model Responses & Disclaimers, Paragraph 4. ~~Also, see Data Dissemination Policy, Sections III.B.6, V.B.)~~

Commented [BM6]: yes

Commented [HS7]: Still needed?

Response:

~~A responsive data report can be provided. subset of the case index by cause of action and respondent name is allowed.~~ Include the Name Disclaimer (See Model Responses & Disclaimers, Paragraph 4.)

5. A caller wants to know when John Doe made a payment on his case.

Rationale:

Generally, case accounting information is available to requestors. ~~An index~~ list of cases by name may be produced if the requestor does not have a case number. The requestor may then ask for case specific accounting data. ~~(See Data Dissemination Policy, Sections III.B.3, III.B.6. Also, see the annotation to Section IV.B in the annotated Data Dissemination Policy in your Handbook.)~~

Child support records are confidential under RCW 26.23.120, and release of payment information is not ~~allowed.~~

Commented [BM8]: Maybe we should talk about this sentence. If this info is filed in a public case, then the info is publicly available. Does this statute apply to court records?

Response:

Payment information may be available on a case-by-case basis.

6. An employer wants to know what record John Doe has in the court.

Rationale:

~~An index~~A report of publicly accessible data (for example: name, relationship to

case, case number, cause of action, date of filing, case outcome, and disposition date) for a given name is allowed. When giving reports by name, the standard JIS Name Disclaimer should be included. (See Model Responses & Disclaimers, Paragraph 4.) ~~An index report allows the requestor to do an individual case search of all cases associated with a particular name. (See Data Dissemination Policy, Section III.B.6.)~~

~~Also, employers often have a release signed by the potential employee authorizing the court to release information on the subject to the holder of the release. When the employer has such a release, the court can provide additional information on the subject, such as a DCH, as well as the index report described in the preceding paragraph. (See Data Dissemination Policy, Sections III.B.4, V.B.)~~

Response:

A subset of the case index is allowed. Include the Name Disclaimer (See Model Responses & Disclaimers, Paragraph 4.)

7. A title company wants a list of all new judgments filed in the last six months.

Rationale:

This is a request for an index report where judgment ~~is the case type and filed~~ date is within the last six months. ~~(See Data Dissemination Policy, Section III.B.6.)~~

Commented [BM9]: this language needs to be updated. In the new systems judgement is not a case type.

Response:

Provide a standard index report.

8. A newspaper wants a list of pending decisions by judge.

Rationale:

This ~~is a routine report already produced. Therefore,~~ it can be provided to any requestor, ~~even though it goes beyond normal data dissemination criteria. (See Data Dissemination Policy, Section III.B.2.)~~

Response:

Provide copies of the ~~routine~~ report.

9. A researcher wants a list of all trials in 1994.

Rationale:

Searching case activity is ~~not generally~~ allowed. ~~With a properly executed Research data Agreement agreement, and subject to a court's time and availability to develop the report, the report may be allowed. (See Data Dissemination Policy, Section IV.C.)~~

Commented [BM10]: This is tricky. We may not know the requestor is a researcher. The list cases with a trial is a report we would readily provide with or without a data agreement.

Response:

With available resources and a ~~Research data Agreement agreement~~, a list of cases with specified activity is allowed. ~~include the Research Agreement response (See Model Responses & Disclaimers, Paragraph 6.)~~

~~The Mandatory Research Agreement Form is set forth in this Handbook, in the Mandatory Forms section.~~

10. A citizen wants to know how many times Jane Doe has filed and dropped petitions for protection orders.

Rationale:

~~An index~~A report ~~with publicly accessible data elements-~~ (for example: name, relationship to case, case number, cause of action, date of filing, case outcome, and disposition date) for a given name is allowed. When giving reports by name, the standard JIS Name Disclaimer should be included (See Model Responses & Disclaimers, Paragraph 4.) An index report allows the requestor to do an individual case search of all cases associated with a particular name. ~~.(See Data Dissemination Policy, Section III.B.6.)~~

Response:

A ~~subset of the index~~ report, including the case caption and resolution information, is allowed.

11. Someone wants a client list for three different attorneys.

Commented [BM11]: Not sure what this example means? we don't have attorney client lists

Rationale:

An attorney, as an officer of the court, has no privacy interest with respect to the names of clients the attorney represents in open court proceedings. That is information related to the business of the courts. We can search for cases based on the fact that an attorney appeared in the case. We could then provide the names of the parties to that case as part of the index report criteria. ~~It would probably be necessary for the requestor to do some research regarding which litigant the attorney represented. (See Data Dissemination Policy, Section III.A.1.)~~

Response:

A list of cases in which a given attorney appeared is allowed; ~~such a list can show any of the index criteria.~~

12. A business wants the case numbers of all divorces with children granted in the last year.

Rationale:

This request calls for [an index](#) report using the criteria of cause of action and case outcome. "With children" is a cause of action available on the index, as is case outcome. ~~(See Data Dissemination Policy, Section III.B.6.)~~

Response:

An index of dissolution cases with a case outcome is allowed by the index subset "with children."

13. A newspaper wants a list of all protection orders against John Doe.

Rationale:

~~Neither an individual case history (ICH) or an individual order history (IOH) may be distributed to the requestor. These are compiled reports are disclosable under the Policy, and under the provisions of the Data Dissemination Policy, compiled reports receive certain confidentiality protections. (See Data Dissemination Policy, Section III.B.5.)~~

Response:

A subset of the index by cause of action, name, and relationship to the case is allowed; include the standard JIS Name Disclaimer. (See Model Responses & Disclaimers, Paragraph 4.) ~~The requestor would then have to review the hardcopy files to determine if a protection order was issued in any of the cases.~~

14. A mother whose 13-year-old is being pursued by John Doe wants to know his record, address, age, and marital status.

Rationale:

An index report (name, relationship to case, case number, cause of action, date of filing, case outcome, and disposition date) for a given name is allowed. When giving reports by name, the standard JIS Name Disclaimer should be included (See Model Responses & Disclaimers, Paragraph 4.) An index report allows the requestor to do an individual case search of all cases associated with a particular name. [Addresses contained in JIS are not disclosable.](#) Not all cases will contain personal identification information such as [address](#), [age](#), and marital status. ~~(See~~

~~Data Dissemination Policy, Section III.B.6.)~~

Response:

Offer an index report on the name given, include the standard JIS Name Disclaimer (See Model Responses & Disclaimers, Paragraph 4.)

15. A military recruiting office wants a record check on Jane Doe, and Jane Doe's Waiver of Privacy form is attached.

Rationale:

~~Compiled information about an individual, in the form of a DCH, may be given to a requestor with a waiver from that individual. The Judicial Application Browser System (JABS) has a public DCH that can be disseminated to any requestor. In addition, that same information may be provided to law enforcement agencies and agencies which enforce professional standards of conduct, as defined in the Data Dissemination Policy. Agencies which have been certified by the WSP to receive criminal history information pursuant to RCW 10.97.030(5)(b) are among those entitled to compiled criminal history information even without a waiver. A list of those agencies is set forth in the JIS Data Dissemination Administrator's Handbook. (See Data Dissemination Policy, Sections III.B.4, III.B.5.a.)~~

Response:

~~A record check across all databases is allowable with a written waiver of privacy from the subject. A copy of the written waiver should be retained by the court. Disseminating a public DCH is allowed.~~

16. A university researcher wants a list of all cases with filed parenting plans for research on the effectiveness of such plans.

Rationale:

~~Searching case activity is not generally allowed.~~ With a properly executed Research Agreement, and subject to time and availability to develop the report, the report may be allowed. ~~(See Data Dissemination Policy, Section IV.C.)~~

Response:

With available resources and a Research Agreement, a list of cases with specified activity is allowed. Include the Research Agreements response (See Model Responses & Disclaimers, Paragraph 6.)

17. The IRS wants case financial histories on a list of 12 persons.

Rationale:

Case financial information is available to anyone, including the IRS, except for child support payment information, which is confidential. If the IRS has the case numbers involved, copies of the appropriate account receivable information could be provided. If the IRS does not have the case numbers, but only the case names, then finding the information for them will be more difficult. ~~(See Data Dissemination Policy, Sections III.B.3, III.B.6. Also, see the annotation to Section IV.B in the annotated Data Dissemination Policy in your Handbook.)~~

Response:

Providing case financial histories to the IRS is allowed. If the IRS does not have the case numbers, then an index report using the name given could be run for them (and using any other index criteria they might have to narrow the report.) But then the IRS would have to review the actual files to determine if they had the correct case, and then request copies of the payment records once they knew the case numbers.

Fee Schedule

1. Fees

Court Rule JISCR 15(g) states that “[t]he requestor shall bear the cost of honoring the request for information in accordance with section (d).”
 Court Rule JISCR 15(d) states that “[t]he Administrator for the Courts shall promulgate policies and procedures for handling applications for computer-based information. These policies and procedures shall be subject to the approval of the Judicial Information System Committee.”
 Based on JISCR 15, AOC established the following cost recovery fees using AOC staff time that performed each function. AOC recommends discussing with your legal counsel before using these cost recovery fees for all data requests shall be applied to all information requests that require generation of that require a report from JIS, as local fees may need to be based on statutory requirements or on the local jurisdiction’s employee time performing each function.
 This fee schedule does ~~not~~ include printed copies of electronic documents such as dockets or screen prints.

Administrative Fee*	\$ 50 25.00/report
Data Warehouse	
Evaluation/Research/Programming***	\$ 40 55.00/hour
Data Reporting Evaluation/Research***	\$54.00/hour
JIS System Run Time**	\$ 10 12.00/min. or portion thereof
Materials:	\$ 1.00/page
	\$12.00/diskette
	\$ 40 40.00/tape

Commented [BM1]: Is “diskette” appropriate terminology anymore?

* To be included when re-running existing reports.
 ** Charged per minute or portion thereof, minimum 2 minutes. For non-JIS courts, a different “run time” standard and fee may need to be set locally
 *** No programming fee for re-runs of existing reports
 * Two minute minimum; for non-JIS courts, a different “run time” standard and fee may need to be set locally.

2. Measuring JIS System Run Time

All inquiry-based data dissemination requests will be executed overnight in batch mode on JIS. The request results will be sent to the JIS Centralized Print Facility along with the JIS System Run Time for the request. The JIS System Run Time will be on a separate last page of the output.

For requests that are repeatedly executed on a regular basis, an average JIS System Run Time based on at least three executions of the request will be used in lieu of the actual JIS System Run Time for each execution. This is necessary since JIS System Run Time may fluctuate depending upon how busy the JIS computer is at the time of execution. An average will result in the same fee per execution and simplify billing.

There is a two minute minimum for JIS System Run Time. At \$~~1012~~.00 per minute, each execution of a request will be charged at least \$~~2024~~.00 for JIS System Run Time.

3. Administrative Fee

If a requestor submits a request for a report that was generated for another request, AOC provides that report and only charges for the administrative fee.

~~3. Transmittal to JIS Revolving Fund~~

~~4.~~

~~5. Transmit JIS Run Time revenue to the "JIS Revolving Fund" under the Tran Codes and BARS Code listed below. DISCIS and JRS Receipting have been programmed to accommodate this transaction.~~

~~6.~~

Tran Code:	154 3	Fee-Data Dissemination/State
BAR Code:	386 .97	State

~~7.~~

~~8.~~

~~9. Locally-Retained Fees~~

~~10.~~

~~11. All fees other than JIS Run Time fees are retained locally under the Tran Code and BARS Code appropriate to your jurisdiction listed below.~~

~~12.~~

Tran Code:	154 2	Fee-Data Dissemination/Local
BAR Codes:	341 .32	County (district courts)
---	341 .34	County (superior courts)

~~13. ---~~

Example of Fee Calculation

Program #	B93#041		
Job #	4899		

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Run Date	13-May-93 18		
Run Time	1.47	(Minutes)	
Pages	35		
Disks			
Programmer Time	1.25	(Hrs., in 1/4 hr increments)	
Administrative Fee*			
	\$ 2550.00	Flat Fee	\$ 2550.00
Mainframe Run Time**			
	\$ 600.00 12.00/ min	Hour min	\$ 2024.00
Programmer Time***			
	\$ 5540.00	Hour	\$ 50110.00
Materials:			
Paper	\$1.00	Page	\$ 35.00
Diskette	\$ 12.00	Diskette	0
Tape	\$ 40.00	Tape	0
TOTAL			\$ 130184.00

* Includes ~~re-runs~~ requests for ~~of~~ existing reports

** Charged per minute or portion thereof, minimum 2 minutes

*** No programming fee for re-runs of existing reports

Recommended Local Policy & Procedures

The Judicial Information System Committee Data Dissemination Policy (Policy) specifically covers records contained in the Judicial Information System (JIS). Local courts are encouraged to develop and formally adopt a written policy that guides data dissemination from local court record systems as well.

Examples of local court records systems that may be subject to local policy are:

- File folder check-out systems
- record access logs
- data dissemination logs
- local document imaging systems
- custom indexes of documents and/or case events
- special management databases or reports
- personnel systems

~~A recommended approach is to extend the Policy to cover non-JIS records in each court's jurisdiction. Advantages include simplicity and consistency of court data dissemination practice throughout the state.~~ Suggestions for developing a local data dissemination policy include:

- Start by reviewing the Policy and procedures.
- ~~• Be sure to include language indicating that your court adopts the Policy for all other non-JIS records of your court.~~
- ~~• Add to your policy that "borrowing from" PDA means that file access logs and the data dissemination logs are not public information.~~
- Specify how much time your court can spend on data dissemination without "unduly disrupting the ongoing business of the court," and document the amount of time spent. This is your protection for denying requests because of limited resources.
- Designate a Data Dissemination Administrator, and take it seriously. Consistency is very important.
- Include a description of how your Data Dissemination Administrator will define "management report for administrative purposes" from a single judge request and what the approval cycle is for management report requests.

Local Procedures

The following procedures will be followed for the release of public information by local courts [clerks](#) or the [OAC/AOC](#) to any person who requests information, hereinafter referred to as Data Dissemination.

1. Request

The request shall be made using the Request for Information form. The form must be completed, signed, and dated. Persons must attest to the accuracy of the information provided by them on the request form.

2. Log of Requests

All requests and responses will be logged. Such administrative logs ~~shall not be disclosed as public information~~ are disclosable under court rule GR 31.1. ~~Copies of actual reports shall not be retained. (See the Data Dissemination Request and Response Log in the Mandatory Forms section.)~~

3. Evaluation of Request

The person designated as the court's Data Dissemination Administrator will evaluate the request using criteria based on JISCR 15(f) and the Policy to determine whether the request is to be accepted or denied.

4. Sizing and Fee Estimation

The local Data Dissemination Administrator will translate the request into terms usable by a programmer to produce the desired information.

All reports will be roughly "sized" by the Data Dissemination Administrator or a programmer before being run to advise the requestor of approximate fees. Fees estimated for each request are based on the JIS Data Dissemination Fee Schedule. Questions or problems will be discussed with the Data Dissemination Administrator.

5. Fee Waiver

~~Fees may be waived for requests that are for court-related business or if the data is needed to satisfy a legislative mandate.~~

~~Fees for the request may be waived in writing at the discretion of the Data Dissemination Administrator based on good cause. Examples of good cause include, but are not limited to:~~

- ~~• Requestor's inability to pay interferes with the public right to know;~~
- ~~• Request will promote delivery of justice to Washington State citizens;~~
- ~~• Request will also be useful to the court system; or~~
- ~~• Requestor's inability to pay will result in an injustice.~~

5-6. Denial of Request

If the request is denied, the Data Dissemination Administrator will send the

requestor written notification of this decision ~~within 30 days of receipt of the request~~. The notification will include the reason(s) for the denial and a summary of the appeal process. (See the Model Responses section.)

6-7. Approval of Request

If the request is approved, the Data Dissemination Administrator will ~~send~~ notify the requestor ~~a letter of approval within 30 days of receipt of the request~~. ~~If requested, the notification should include the~~ The letter specifies the estimated cost of the request and the time frame for completing the request. ~~The letter also specifies the liabilities and responsibilities for use of the requested information as well as a statement concerning the limitations of information. (See the Model Responses & Disclaimers section.)~~

If the request is by a bona fide research organization, ~~a research agreement will be executed pursuant to the Policy, the requestor will be sent a Research Agreement within 30 days of receipt of the request~~. The Research Agreement specifies the estimated cost of the request and the time frame for completing the request after receipt of the signed Research Agreement from the requestor. This Agreement will also specify liabilities and responsibilities for use of the requested information as well as a statement concerning the limitations of information. (See the Research Agreement in the Mandatory Forms ~~section~~.)

If the requestor is seeking information compiled about themselves, then the requestor will be sent, within 30 days of receipt of the request, a Waiver for Release of Person- Specific JIS Information authorizing the release of information by the requestor.

Commented [HS1]: Mandatory Forms section still needed?

7-8. Execution of Request

Upon approval of the request (and requestor's agreement to estimated costs, if any), the Data Dissemination Administrator will assign the execution of the request to a person within their office. That person will record the time spent to develop the request and the mainframe resources used by the request. The Data Dissemination Administrator will then use all fee-related information to determine the actual cost for the request.

8. Verification of Information

~~9. The program logic and results for all requests must be reviewed by a person other than the programmer to assure the program and results reasonably fulfill the request.~~

10-9. Response to Requestor

The requested information and an invoice of the fees for the request will be sent to the requestor. The invoice will specify that payment is due within ~~15-30~~ days of the invoice date.

11-10. Liability Statement

A ~~liability~~ disclaimer statement that was approved by the JISC Data Dissemination Committee shall be included with each report. ~~(See response #4 in the Model Responses & Disclaimers section.)~~

42.11. Processing of Payment

The court shall process payments. Evaluation and research components of the fees will be retained locally. ~~The JIS Mainframe Resource component shall be forwarded to the JIS revolving fund (BARS Account).~~

43.12. Appeals

Appeals of the court's clerk's decision shall be made to:

Chair, ~~Judicial Information System Committee~~ JISC Data Dissemination Committee

~~c/o Director, Information Systems Division~~ AOC Data Dissemination Administrator

Office of the Administrator for the Courts

P.O. Box 41170

Olympia, Washington 98504-1170

(See the Appeals section).

~~**Judicial Information System Committee, c/o Director,**~~

~~Information Systems Division,~~

~~Office of the Administrator for the Courts,~~

~~P.O. Box 41170,~~

~~Olympia, Washington 98504-1170~~

~~(see the Appeals section).~~

Request for and Limited Waiver for Release of Person-Specific Record Information

Commented [BM1]: Is this waiver needed any longer since the policy changed?

Part I: To which court is this request for information directed?

Court: _____

Date: _____

What information is being requested? (Please be specific): _____

Part II: To whom shall the report be sent?

Requestor: _____

Representing: _____

Professional License No.: _____

Address: _____

City/State/Zip Code: _____

Area Code/Telephone No.: _____

Part III: On whom is the record information requested? (At a minimum, this must include a full name, and date of birth or driver's license number.)

Subject's Full Name: _____
(First Name) (Middle Name) (Last Name)

Date of Birth: _____

Driver's License No.: _____

Subject's Address: _____

City/State/Zip Code: _____

Part IV: Waiver of Privacy Protection from the person on whom information is requested:

I hereby authorize the release of the above-specified information that may be found in the record search of documents within the files of the court to whom this form is presented. Further, I hold harmless all parties who have provided this information at my request. The report will be provided solely to the person named in Part II. To review a copy of this report, I will obtain it from the person to whom the report is sent.

Signature: _____

(Note: Signature must be notarized.)

State of Washington)
) ss.
County of _____)

On the ____ day of _____, before me, a Notary Public for the State of Washington, appeared _____, known to me or proved that s/he is the person signing the within instrument, and that s/he signed the same of her/his own free act for the purposes stated herein.

Notary Public for the State of Washington,
Residing at: _____
My Commission expires: _____
Print Name: _____

State of Washington
Administrative Office of the Courts

Agreement to Protect Records
From Commercial Use

The report you have requested contains names associated with cases. The Judicial Information System (JIS) Data Dissemination Policy prohibits the use of names obtained from the JIS for contact ~~or commercial purposes~~ for commercial solicitation.

The report you have requested cannot be released until the following agreement has been submitted.

I hereby agree that the names of individuals provided me in this data shall not be used for any commercial ~~purpose solicitation~~ by myself or by any organization I represent, and I will protect the list of individuals from access by anyone who may use the list for purposes of contacting the individuals named therein or otherwise personally affecting them in the furtherance of any profit-seeking activity.

I declare, under penalty of perjury under the laws of the State of Washington, that the foregoing is true and correct.

Name: _____

Address: _____

Telephone: () _____

Signature: _____

ID Verification (Driver's License #): _____

Notary Public in and for the State of Washington,
residing at _____
My commission expires _____

Commented [BM1]: Needs to be updated to AOC

Commented [BJ2R1]: Done

Commented [BM3]: Is notarization necessary?

State of Washington
Office of the Administrator for the Courts

Research Agreement

THIS AGREEMENT is entered into this _____ day of _____, _____ between the Office of the Administrator for the Courts (OAC), and _____ (Researcher).

WHEREAS, the Researcher has submitted a written request to the OAC dated _____, a copy of which is attached hereto and incorporated by reference as part of this Agreement, and

WHEREAS, the OAC has determined that the Researcher's written request clearly specifies the information and/or data sought and the research, evaluative, or statistical purpose for which the information and/or data will be used,

IT IS THEREFORE AGREED AS FOLLOWS:

1. The OAC will supply the following items of information and/or data to the Researcher:

_____.
2. The Researcher will explain the provisions that will be taken to securely protect any data that is confidential (physical locks, computer passwords and/or encryption): _____

_____.
3. The Researcher will:
 - a. use the information and/or data provided only for the research, evaluative, or statistical purposes described in the above-mentioned written request and for no other purpose;
 - b. limit access to the information and/or data to the Researcher and those of the Researcher's employees whose responsibilities cannot be accomplished without such access;
 - c. so far as possible, replace the name and address of any record subject with an alphanumeric or other appropriate code;
 - d. immediately notify the OAC of any material changes in the purposes or objectives of its proposed research or in the manner in which the information and/or data will be used.
 - e. prohibit the disclosure of data in any form which identifies an individual; and
 - f. prohibit the copying or duplication of information or data provided other than for the stated research, evaluative, or statistical purpose.
4. The Researcher will not:
 - a. disclose any of the information and/or data in a form which is identifiable to an individual in any project report or in any other manner whatsoever; and
 - b. make copies of any of the information and/or data provided other than that necessary for research, evaluative, or statistical purposes.
5. In the event the Researcher deems it necessary, for the purposes consistent with this Agreement, to disclose the information and/or data to any other person or entity, including but not limited to associates, collaborators, and/or subcontractors, the Researcher shall:
 - a. secure the written agreement of any such person or entity to comply with all terms of this Agreement as if they were the Researcher named herein;

Commented [BM1]: Does this mean that this form is going away? If not going away, it needs to update OAC with AOC in a couple of places.

Commented [HS2]: Replace with other agreement discussed in agenda item #6

Commented [BJ3R2]: Yes...form was replaced by updated Agreement

- b. submit such written agreement to the OAC with a request for its written consent; and
 - c. shall not disclose any of the information and/or data until the OAC has provided such written consent.
6. The Researcher further agrees that the OAC shall have the right, at any time, to monitor, audit, and/or review the activities and policies of the Researcher (or any person or entity granted access to information and/or data under Paragraph 4, above) in order to assure compliance with this Agreement.
 7. In the event the Researcher fails to comply with any term of this Agreement, the OAC shall have the right to take such action, as it deems appropriate including termination of this Agreement. If the OAC terminates this Agreement, the Researcher (or any person or entity granted access to the information and/or data) shall return all information and/or data to the OAC including all originals, copies, extracts, or other forms and/or formats. The confidentiality provisions contained herein will survive upon termination of this Agreement.
 8. The Researcher will defend, protect, and hold harmless the OAC or any of its employees from any claims, damages, or other liability arising as a result of disclosure by the Researcher of any information received pursuant to this Agreement or for acts of the Researcher which are libelous or slanderous or violate a right of confidentiality.
 9. The Researcher will provide the OAC with a copy of the Researcher's final report within thirty (30) days of the completion of that report.

IN WITNESS WHEREOF the parties have signed their names hereto this _____ day of _____, _____.

Office of the Administrator for the Courts

Researcher

By: Name

Name

Title

Title

.....
FOR JUVENILE RECORDS ONLY

State of Washington)
) ss.
County of _____)

On the ____ day of _____, _____, before me, a Notary Public for the State of Washington, appeared _____, known to me or proved that s/he is the person signing the within instrument, and that s/he signed the same of her/his own free act for juvenile records per RCW 13.50.010(8).

Notary Public for the State of Washington,
Residing at: _____
My Commission expires: _____
Print Name: _____

5. Review of AOC Data Agreements per discussion at October 26, 2018 meeting

**Research Data Agreement
Between the
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
And**

AOC Contract No. _____

THIS AGREEMENT is entered into between the State of Washington Administrative Office of the Courts (AOC), P.O. Box 41170, Olympia, WA, 98504-1170, and _____ (RESEARCHER), ADDRESS.

IT IS THEREFORE AGREED AS FOLLOWS:

1. It is the purpose of this Agreement to establish the terms and conditions under which AOC [will allow RESEARCHER continued use of the Judicial Information System data provided under _____]/ [through the Washington State Center for Court Research (WSCCR), will provide RESEARCHER_____], for the study _____. The RESEARCHER's request for this data and research are further described in Appendix A, which by this reference is incorporated into this Agreement.

[If needed] The JISC Data Dissemination Committee approved the request during its _____ meeting.

IRB approval is provided in Appendix B which by this reference is incorporated into this Agreement.

2. The AOC agrees to RESEARCHER's access to above-described data for the purposes set forth in this Agreement only. Data provided by AOC to RESEARCHER is hereinafter referred to as the "AOC data."
3. [If data is exchanged for merging purposes, explain how it will be provided to AOC]
4. AOC has no obligation to provide any data elements that are not in the JIS or are unduly burdensome for AOC to provide, as determined solely by AOC. AOC makes no representations or guarantees that all the requested data is available in the JIS or that AOC can access the data requested by RESEARCHER.
5. AOC will not provide data to RESEARCHER from any court case records which have been ordered sealed by the court.

[OR]

Pursuant to court rule GR 31(f)(1), AOC will provide RESEARCHER data elements from sealed/confidential cases, as the data need is for _____ purposes and the identification of specific individuals is ancillary to the purpose of this request. In order to have sealed/confidential case data, RESEARCHER must specify provisions for the secure

protection of the data, as required under GR 31(f)(1)(D)(i). Provisions must be provided to AOC within five working days of execution of this Agreement.

6. AOC will determine the method of delivering the AOC Data described in this Agreement to RESEARCHER. Any AOC data that includes confidential data shall be transmitted using secure file transfer. AOC will provide the login and password solely to [DESIGNATED RESEARCHER].

7. RESEARCHER agrees to securely protect any AOC data that is confidential and any information which identifies an individual, including but not limited to name, date of birth, social security number, by maintaining the data in a physically secure location when not in use and by using computer passwords and/or encryption, physical locks, and restricting access solely to the principal analyst, _____, and those other persons necessary to conduct the work described in Appendix A. The RESEARCHER shall exercise due care to protect the AOC data from unauthorized physical and electronic access. Due care includes establishing and maintaining security policies, standards, and procedures which detail access security, premise security, and sanctions for unauthorized use or disclosure of data. RESEARCHER shall notify AOC immediately after becoming aware of any unauthorized access, use or disclosure.

8. RESEARCHER shall:
 - 8.1 Use the AOC data provided only for the purposes described in this Agreement and for no other purpose. The AOC data cannot be used for any other research or publication.
 - 8.2 Limit access to the AOC data to those persons necessary to conduct the work described in this Agreement.
 - 8.3 Prohibit the copying or duplication of the AOC data other than for the stated purpose set forth in Appendix A.
 - 8.4 Agree that no identifying information will be used in reports or publications prepared in relation to this request.
 - 8.5 Immediately notify the AOC of any material changes in the purposes, scope, or objectives of its proposed research or in the manner in which the AOC data will be gathered or used.
 - 8.6 **Agree not to use any of the AOC data to create a contact list for commercial purposes.**
 - 8.7 Destroy the AOC data provided to RESEARCHER under this Agreement at the termination or expiration of this Agreement. AOC reserves the right to request written confirmation of this action from RESEARCHER.
 - 8.8 Upon an AOC request, supply the AOC with:
 - syntax used to analyze any AOC data; and/or
 - syntax used to create any combined dataset that contains AOC data; and/or
 - data files that were created using AOC data.
 - 8.9 Upon an AOC request, submit a summary or presentation to the court associations identified by AOC, detailing the research and what has been accomplished to date.

-
9. In the event the RESEARCHER deems it necessary, for the purposes consistent with this Agreement, to disclose the AOC data to any other person or entity besides those under RESEARCHER's supervision, the RESEARCHER shall:
- 9.1 Secure the written agreement of any such person or entity to comply with all terms of this Agreement as if they were the RESEARCHER named herein;
 - 9.2 Submit such written agreement to the AOC with a request for its written consent; and
 - 9.3 Not disclose any of the AOC data until the AOC has provided such written consent.
10. The RESEARCHER further agrees that the AOC shall have the right, upon reasonable notice, to monitor, audit, and/or review the activities and policies of the RESEARCHER (or any person or entity granted access to information and/or data under Section 9, above) in order to assure compliance with this Agreement.
11. With regard to the data provided by AOC, the RESEARCHER acknowledges that the AOC does not maintain official court records. Official court records are maintained by the courts of record. The AOC, the Washington Courts, and the Washington State County Clerks:
- 11.1 Do not warrant that the AOC data provided pursuant to this Agreement is accurate or complete;
 - 11.2 Do not guarantee that the AOC data is in its most current form;
 - 11.3 Make no representations regarding the identity of any person whose name is included in the AOC data provided; and
 - 11.4 Do not assume any liability resulting from the release or use of the AOC data.
12. RESEARCHER acknowledges that the AOC shall not be responsible or liable in any way whatsoever for the validity of any data provided or for the use of the data provided. Specifically:
- 12.1 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 by RESEARCHER or other third parties of any data provided under this Agreement;
 - 12.2 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 data provided under this Agreement; and
 - 12.3 The AOC shall not be liable to RESEARCHER 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.
13. Either AOC or RESEARCHER may terminate this Agreement without cause 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 fifteen (15) calendar days subsequent to the date such notice was provided. If the Agreement is terminated by either party, RESEARCHER shall return all AOC data to the AOC including all originals, copies, extracts, or other forms and/or formats. Section 12, Section 15, and Section 17 shall survive upon termination of this Agreement. RESEARCHER's obligation to maintain the confidentiality of the AOC data received under this Agreement shall survive termination of this Agreement in accordance with applicable laws.

14. In the event RESEARCHER fails to comply with any term of this Agreement, the AOC has the right to take such action as it deems appropriate including termination of this Agreement. If the AOC terminates this Agreement, RESEARCHER shall return all AOC data to the AOC including all originals, copies, extracts, or other forms and/or formats. Section 12, Section 15, and Section 17 shall survive upon termination of this Agreement. RESEARCHER's obligation to maintain the confidentiality of the AOC data received under this Agreement shall survive termination of this Agreement in accordance with applicable laws.

15. The RESEARCHER shall defend, protect, and hold harmless the AOC and any of its employees from any claims, damages, or other liability arising as a result of disclosure by the RESEARCHER of any information received pursuant to this Agreement, or for acts of the RESEARCHER which are libelous or slanderous or violate a right of confidentiality.

[OR]

The RESEARCHER hereby agrees to defend, indemnify, and hold harmless the AOC, its employees, Washington state courts, 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 AOC data obtained under this Agreement or which violates a right of confidentiality.

[OR]

Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its officers and its agents. No party assumes any responsibility to the other parties for the consequences of any claim, act or omission of any person, agency, firm, or corporation not a party to this Agreement.

16. The effective date of this agreement is the date of last signature. This Agreement will expire _____ [should be the same as the IRB approval].

17. 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 and related findings shall be removed from the report.

18. **COSTS:** [depending on the request: waived, DW fees, or WSCCR fees]

18.1 RESEARCHER will be invoiced for the AOC fees associated with providing the data requested for each request submitted.

18.2 RESEARCHER shall make a non-refundable payment within 30 days of invoice receipt.

18.3 Rate Schedule:

RESEARCHER agrees to pay the following amount to AOC to provide the data described in this Agreement to the RESEARCHER:

Administrative Fee	\$50.00
Data Warehouse	
Evaluation/Research/Programming	\$55.00 per hour
Data Reporting	
Evaluation/Research	\$54.00 per hour
JIS System Run Time	\$12.00 per minute or portion thereof (two-minute minimum)

[OR]

There is no compensation associated with this Agreement. The cost recovery fees listed in Appendix A are waived.

**19. [FOR WSCCR agreements]
PROJECT MANAGEMENT.**

The project manager for each of the parties shall be responsible for, and shall be the contact person for, all communications regarding the performance of this Agreement.

The Project Manager for AOC is:	The Project Manager for RESEARCHER is:
<p>Carl McCurley, Ph.D., Manager Washington State Center for Court Research Administrative Office of the Courts PO Box 41170 Olympia WA 98504-1170</p> <p>Phone: (360) 705-5312 E-Mail: Carl.Mccurley@courts.wa.gov</p>	

20. GENERAL TERMS AND CONDITIONS:

20.1 ALTERATIONS AND AMENDMENTS: This Agreement may be amended at any time by the written mutual agreement of the parties and executed by authorized signatories.

20.2 ASSIGNMENT: The RESEARCHER may not transfer or assign:
 (i) this Agreement or any portion thereof;
 (ii) any right or benefit accruing to the RESEARCHER under this Agreement; or
 (iii) any claim arising under this Agreement.

20.3 DISPUTES: Except as otherwise provided in this Agreement, when a bona fide dispute concerning a question of fact arises between the AOC and the RESEARCHER, 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.

[OR]

Nothing in this Agreement shall preclude RESEARCHER or AOC from working to problem-solve issues that arise regarding this Agreement. Either party may request a meeting to address problems and identify remedies consistent with this Agreement.

- Parties will cooperate in conducting all dispute negotiations.
- Telephone or other communication devices may be used in negotiating disputes.
- Initial negotiations will be between AOC and RESEARCHER project managers.
- If either party determines that initial negotiations are unsuccessful then either party may send a written "Dispute Notice" to the other party.
- The Dispute Notice shall set forth in reasonable detail the other party's position and its proposal for resolution of the dispute. The Dispute Notice may be mailed, faxed, or emailed to either party.
- Within five (5) business days of receipt of the written Dispute Notice the parties shall schedule a meeting with their representatives. The meeting may be either in person at an agreed location or via video conference. During this meeting, representatives will attempt to resolve any issues between the parties.
- If the negotiations are still unsuccessful, either party may take the dispute to the Judicial Information System Data Dissemination Subcommittee.
- Both parties agree to exercise good faith in dispute resolution and to avoid litigation whenever possible. However, the parties may pursue other legal or contractual remedies available to them.

20.4 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.

20.5 GOVERNING LAW: This Agreement shall be governed exclusively 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 RESEARCHER, 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.

20.6 HEADINGS: The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof unless otherwise specified herein.

20.7 CONFLICTS OF AUTHORITY: This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington. If any provision of this Agreement shall be deemed in conflict with any laws of the state of Washington or any applicable federal laws, such provision shall be deemed modified to conform to said statute or rule of law.

20.8 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.
- 20.9 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.
 - 20.10 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 RESEARCHER must be sent to RESEARCHER'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.
 - 20.11 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.
 - 20.12 SUBCONTRACTING:** The RESEARCHER shall not enter into subcontracts relating to this Agreement without obtaining prior written approval from the AOC.
 - 20.13 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.
 - 20.14 SURVIVAL:** Section 12, Section 15, and Section 17 shall survive upon termination of this Agreement. RESEARCHER's obligation to maintain the confidentiality of the AOC data received under this Agreement shall survive termination of this Agreement in accordance with applicable laws.
 - 20.15 COUNTERPARTS:** This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.
 - 20.16 SIGNING AUTHORITY:** The signatories to this contract represent that they have the authority to bind their respective organizations to this contract.

IN WITNESS WHEREOF, the AOC and the RESEARCHER have signed this Agreement:

**State of Washington
Administrative Office of the Courts**

RESEARCHER

By _____

By _____

[Print Name]

[Print Name]

[Print Title]

[Print Title]

Date

Date

Read and Understood

By: _____
Researcher

By: _____
Researcher

[Print Title]

[Print Title]

Date

Date

**Data Agreement
Between the
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
And**

AOC Contract No. JIS_____

THIS AGREEMENT is entered into between the State of Washington Administrative Office of the Courts, P.O. Box 41170, Olympia, WA, 98504-1170 (AOC), and _____ (Requestor).

IT IS THEREFORE AGREED AS FOLLOWS:

1. AOC maintains the Judicial Information System (JIS), which is an electronic case management system that contains case record information from most Washington state courts. The Requestor submitted a written request to the AOC for JIS data, a copy of the request is attached hereto as Appendix A and incorporated by reference as part of this Agreement. The AOC has determined that Requestor's written request clearly specifies the public information and/or data sought. It is the purpose of this Agreement to establish the terms and conditions under which AOC will provide the data sought.
2. The AOC consents to the Requestor's request, as described in Appendix A. Data provided under this Agreement will hereinafter be referred to as "AOC data."
3. The AOC has no obligation to provide data to the Requestor that is not present in the JIS. With regard to the data provided by AOC, the Requestor acknowledges that the AOC does not maintain official court records. Official court records are maintained by the courts of record. The AOC, the Washington state courts, and the Washington state county clerks:
 - 3.1 Do not warrant that the AOC data provided pursuant to this Agreement is accurate or complete;
 - 3.2 Do not guarantee that the data provided is in its most current form;
 - 3.3 Make no representations regarding the identity of any person whose name is included in the AOC data; and
 - 3.4 Do not assume any liability resulting from the release or use of this data.

4. AOC will not provide data from any cases or court case records which have been ordered sealed by the court, or are confidential cases or court case records by reason of any statute, court order, or court rule.
5. If the Requestor discovers it received confidential data as defined by court rule, Washington statute, or the JISC Data Dissemination Policy, Requestor agrees to notify the AOC and securely protect that data by maintaining it in a physically secure location when not in use and by using computer passwords and/or encryption, physical locks, and restricting access solely to the persons necessary to conduct the work described in Appendix A.
6. Requestor shall:
 - 6.1 Use the AOC data only for the purposes described in this Agreement.
 - 6.2 Immediately notify the AOC of any material changes in the purposes, scope, or objectives of its proposed use or in the manner in which the AOC data will be gathered or used.
 - 6.3 **Not use any of the AOC data to create a contact list for commercial solicitation.**
 - 6.4 ~~Prohibit the copying or duplication of the AOC data other than for the stated purpose set forth in this Agreement.~~
 - 6.5 Agree that the name and address of any individual is ancillary to this request, and that no identifying information will be used in reports or publications prepared for commercial solicitation purposes.
 - 6.6 ~~Immediately destroy the AOC data provided to Requestor at the termination of this Agreement. AOC reserves the right to request written confirmation of this action from Requestor.~~
 - 6.7 Attach the following disclaimer to any report generated from the AOC data:
The Administrative Office of the Courts, the Washington Courts, and the Washington State County Clerks:
 - 1) Do not warrant that the data or information is accurate or complete;
 - 2) Make no representations regarding the identity of any persons whose names appear in data or information; and
 - 3) Do not assume any liability whatsoever resulting from the release or use of the data or information.The user should verify the information by personally consulting the “official” record reposing at the court of record.
7. ~~In the event the Requestor deems it necessary, for the purposes consistent with this Agreement, to disclose the AOC data to any other person or entity besides those listed in Appendix A, the Requestor shall:~~
 - 7.1 ~~Secure the written agreement of any such person or entity to comply with all terms of this Agreement as if they were the Requestor named herein;~~
 - 7.2 ~~Submit such written agreement to the AOC with a request for its written consent; and~~
 - 7.3 ~~Shall not disclose any of the information and/or data until the AOC has provided such written consent.~~
8. Requestor further agrees that the AOC has the right, at reasonable times and upon

prior notice, to monitor, audit, and/or review the activities and policies of Requestor (or any person or entity granted access to AOC data under Section 7, above) in order to assure compliance with this Agreement.

9. COSTS:

9.1 Requestor will be invoiced for the AOC fees associated with providing the data requested.

9.2 Requestor shall make a non-refundable payment within 30 days of invoice receipt.

9.3 Rate Schedule:

Requestor agrees to pay the following amount to AOC to provide the data described in this Agreement to the Requestor:

Administrative Fee	\$50.00
Data Warehouse	
Evaluation/Research/Programming	\$55.00 per hour
Data Reporting	
Evaluation/Research	\$54.00 per hour
JIS System Run Time	\$12.00 per minute or portion thereof (two-minute minimum)

10. AOC will determine the method of delivering the AOC data to Requestor and provide any logins and passwords if needed.

11. In the event Requestor fails to comply with any term of this Agreement, the AOC has the right to take such action as it deems appropriate including termination of this Agreement. If the AOC terminates this Agreement, Requestor shall return all AOC data to the AOC including all originals, copies, extracts, or other forms and/or formats. Section 13 and Section 15 shall survive upon termination of this Agreement. The Requestor's obligation to maintain the confidentiality of the data provided by AOC shall survive termination of this Agreement or in accordance with applicable laws.

12. Either AOC or Requestor may terminate this Agreement without cause by providing written notice of such termination to the other party. Said notice shall specify the effective date of termination. If the Agreement is terminated by either party, Requestor shall return all AOC data to the AOC including all originals, copies, extracts, or other forms and/or formats. Section 13 and Section 15 shall survive upon termination of this Agreement. The Requestor's obligation to maintain the confidentiality of the data provided by AOC shall survive termination of this Agreement or in accordance with applicable laws.

13. The Requestor hereby agrees to defend, indemnify, and hold harmless the AOC, its employees, Washington State courts, and the State of Washington from all claims, loss, risk of loss, and damages (including expenses, costs, and attorney fees) arising out of, 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, or for acts of the Requestor which are libelous or slanderous or violate a right of confidentiality.

14. The effective date of this Agreement is the date of last signature. This Agreement will expire in one year from the effective date.
15. Requestor acknowledges that the AOC shall not be responsible or liable for the validity of any AOC data provided or for the use of the AOC data. Specifically:
 - 15.1 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 by Requestor or other third parties of any AOC data.
 - 15.2 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 data provided under this Agreement.
 - 15.3 The AOC shall not be liable to Requestor 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 AOC data provided under this Agreement.
16. **GENERAL TERMS AND CONDITIONS:**
 - 16.1 **ALTERATIONS AND AMENDMENTS:** This Agreement may be amended by mutual written agreement of the parties.
 - 16.2 **ASSIGNMENT:** The Requestor may not transfer or assign:
 - (i) this Agreement or any portion thereof;
 - (ii) any right or benefit accruing to the Requestor under this Agreement; or
 - (iii) any claim arising under this Agreement.
 - 16.3 **DISPUTES:** Except as otherwise provided in this Agreement, when a bona fide dispute concerning a question of fact arises between the AOC and the Requestor, 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.
 - 16.4 **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.
 - 16.5 **GOVERNING LAW:** This Agreement shall be exclusively 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 Requestor, 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.

- 16.6 HEADINGS:** The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof unless otherwise specified herein.
- 16.7 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.
- 16.8 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.
- 16.9 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.
- 16.10 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 Requestor must be sent to Requestor'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.
- 16.11 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.
- 16.12 SUBCONTRACTING:** The Requestor shall not enter into subcontracts relating to this Agreement without obtaining prior written approval from the AOC.
- 16.13 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.
- 16.14 SURVIVAL:** Section 13 and Section 15 shall survive upon termination of this Agreement. Requestor's obligation to maintain the confidentiality of the AOC data received under this Agreement shall survive termination of this Agreement in accordance with applicable laws.
- 16.15 COUNTERPARTS:** The parties may execute this agreement in multiple counterparts, each of which shall be deemed an original and all of which shall constitute only one agreement.
- 16.16 SIGNING AUTHORITY:** The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the AOC and the Requestor have signed this Agreement:

**State of Washington
Administrative Office of the Courts**

Requestor

By _____

By _____

Name:
Title:

Name:
Title:

Date

Date