



**Administrative Office of the Courts and County Clerk
Memorandum Of Understanding (MOU)
For
Operation of the *Odyssey* Case Management System**

COUNTY CLERK: <Insert County>

The Administrative Office of the Courts (hereafter AOC) and the Government Partner, <insert county> County Clerk (hereafter County Clerk), enter into this Memorandum of Understanding (hereafter MOU) regarding the ongoing operations of the *Odyssey* case management system (hereafter CMS).

Acknowledgement

The AOC provides case management software as well as training and technical support to local courts. One of the major purposes of this support is to maintain an accurate centralized court index for the State of Washington. The AOC maintains licensed rights to the CMS through its contract with Tyler Technologies. Local courts and county clerks have roles, duties and authorities that are established in the Constitution, statutes and court rules. This document acknowledges these responsibilities.

Purpose of this MOU

The County Clerk will enter local court records into the CMS provided by the AOC, with the understanding that the authority and responsibilities regarding custody of court records are retained in court rule, policy and statute in regard to the record. Entering and maintaining court records in CMS will not cede, infringe upon or alter in any manner the local Superior Court's or the County Clerk's rights and roles in regard to the Superior Court records.

Glossary of Terms

"Court Records" are defined in GR 31(c) (4) and include any data or document that is maintained in *Odyssey* related to a superior court judicial proceeding.

"*Odyssey*" is the name of the Commercial-Off-The-Shelf (COTS) software case management system AOC has licensed for use in the Superior Courts in Washington State for case management, financial management, document management, public access (portal), judge edition, supervision, and enterprise custom reporting.



“Documents” are images of documents filed in superior court proceedings that are kept by a County Clerk.

“Judicial Information System” (JIS) is referenced in Supreme Court Rule JISCR 1 and further referred to throughout the JISCR rules. It is the portfolio of applications maintained by the Administrative Office of the Courts to serve the courts of Washington State.

Agreement of the Parties

The AOC warrants that its contract with Tyler Technologies (hereafter Tyler) specified that Tyler hold no use or property rights to Washington State Courts data or documents entered into Odyssey, and that when the AOC’s business relationship with Tyler ends the AOC will retain sufficient useful access to local court data stored in Odyssey that local courts will not lose their records. The AOC agrees to provide all court data/records in a usable format to the source County Clerk or Superior Court upon request and to follow all state requirements in regard to security and retention of the data in its care. The Clerks agree to accurately enter court records into CMS and to immediately correct errors when the errors are discovered. The AOC agrees not to distribute or sell any Superior Court case documents in its possession to anyone other than Washington State judicial officers, their staff, or their designees.

AOC Protocol for Ensuring the Security and Protection of Superior Court Records and Documents

Original Superior Court document images will be stored at the county level on County servers. Documents for those counties using the Odyssey Document Management System (DMS) are backed up on AOC servers in the AOC Data Center in Olympia, Washington. No CMS data or DMS documents will be stored “in the cloud” or on another site that is not part of the AOC or Court managed network. This provision does not apply to the statutorily approved storage of court documents by the Washington State Secretary of State.

The AOC shall continue to implement and maintain up-to-date security standards, processes and procedures that conform to industry best practices. The AOC shall continue to employ a highly-skilled IT security unit of industry certified security analysts that continually monitor and improve the security tools and procedures as new threats are identified across the industry.

The AOC will:

- Engage industry security experts, at a minimum of every three years, to assess the AOC IT environment and make recommendations for potential improvements. Reviews will occur based on available funding specifically for this purpose.



- Ensure an incident response protocol is in place to enable a controlled and coordinated response to any perceived security breach to a JIS system or data.
- Investigate any suspected security breach to verify whether a breach occurred; contact the appropriate law enforcement (i.e., MS-ISAC, FBI, etc.), if necessary; and if the breach involves Superior Court records, will inform the County Clerks immediately once law enforcement has given the AOC approval to do so. The AOC agrees to be responsible for breach of information managed by the AOC as long as the breach was through a direct intrusion into computer systems maintained by the AOC. This responsibility includes payment of all costs associated with breach notification in accordance with applicable law and restoration of the system. However, breaches through intrusions into Court/County managed or maintained computer systems, are the responsibility of the managing court and county.

IT Disaster Recovery/Business Resumption Plan

The Judicial Information System (JIS) is a mission critical service for the Washington State Courts and County Clerks. The new *Odyssey* case management system is part of the JIS. The AOC understands the importance of the courts' and County Clerks' reliance on access and availability to the JIS for operation of the courts. The AOC's primary responsibility during a disaster or crisis situation is to ensure that the judicial information systems and data used by the Superior Courts and County Clerks are restored and functionally available as quickly as possible so the courts and clerks can continue to operate and serve the needs of the public.

The AOC has an approved JIS IT Disaster Recovery Business Resumption Plan which it agrees to follow. The plan specifies various "Recovery Time Objectives" for the different JIS Applications. JIS case management and accounting services has a 48 hour Recovery Time Objective --- which means that it is the goal of AOC to restore JIS case management and accounting services and functionality within 48 hours after a declared disaster.

The parties recognize that electronic document images will take longer to recover and restore due to their size. Therefore, court users will rely on the local original versions of the electronic documents images while AOC is restoring the document images at the recovery location.

The "JIS Information Technology Disaster Recovery and Business Resumption Planning Policy," approved by the Judicial Information Systems Committee (JISC) in 2003, directs the AOC to:

1. Develop disaster recovery/business resumption plan.
2. Maintain and update disaster recovery/business resumption plan annually.
3. Test disaster recovery/business resumption plan annually.
4. Train its employees to execute the recovery plan.



5. Annually certify the updating and testing of the disaster recovery/business resumption plan.
6. Have periodic audits of the disaster recovery/business resumption plan.

Every six months the AOC performs disaster recovery testing at a SunGard facility and reports these findings to the Judicial Information System Committee. The AOC agrees to notify the County Clerks of the results of all such tests if any irregularity occurs.

Every three years, the JIS Disaster Recovery process is audited by independent certified business continuity professionals. The AOC agrees to inform the County Clerks Association President of the results of these audits.

Attorney Fees

In the event that litigation must be brought to enforce the provisions of this MOU, then each party to this MOU shall be solely responsible for the attorney fees and legal costs they incur.

Modification Process to this MOU

This MOU sets forth the entire understanding of the parties and may be modified only by written amendment signed by each party.

County Clerk Name
<Insert County> County Clerk Date

Callie T. Dietz
AOC State Court Administrator Date

County Administrator/Executive/BOCC Chairperson Date

County Pros Atty (as to form) Date