

1. Meeting Minutes



JISC DATA DISSEMINATION COMMITTEE
Friday April 28, 2017 (9:00 – 11:30 a.m.)
Administrative Office of the Courts
SeaTac Office Building
18000 International Blvd. Suite 1106, Conf Rm #2
SeaTac, WA 98188
Call-in Number: 1-877-820-7831, Passcode 797974

DRAFT – MEETING MINUTES

Members Present

Judge Thomas J. Wynne, Chair
Ms. Barbara Miner

Guests Present

Brian Roe – NW Justice Project

Members Present (telephonically)

Judge J. Robert Leach
Judge G. Scott Marinella
Judge David A. Svaren
Ms. Brooke Powell

Guests Present (telephonically)

Dot French – Pasco Municipal Court
Deborah Hunt – Port Orchard Municipal Court
Jody Marshall – Tacoma Municipal Court

Members Absent

Judge Jeannette Dalton
Ms. Aimee Vance

Staff Present

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

0. Call to Order

A quorum of members was reached and Judge Thomas Wynne called the meeting to order at 9:02 am.

1. February 24, 2017 Meeting Minutes

A motion was made and seconded to approve the minutes of the February 24, 2017 meeting. The motion passed unanimously.

2. Kitsap County Prosecutor's Office PCN entry request

Ms. Deborah Hunt from Port Orchard Municipal Court presented this request. For some years, the Kitsap County courts and several municipal courts within the county have relied on the Kitsap County Prosecutor's Office (PAO) to help enter PCN information directly into the Judicial Information System (JIS). Several courts have provided the PAO with court RACFIDs (username and password) to do these entries. There is no current Data Dissemination Committee exemption that allows this access. The provided RACFIDs give the prosecutor limited access in JIS; however, it is to more than just the PCN field. Ms. Hunt explained that each PAO individual who is given access must be assigned an individual RACFID, and that the individual must sign a confidentiality agreement as part of their contract with the prosecutor's office. However, there is no specific provision in that contract for just using the court RACFID to enter PCN numbers. Ms. Hunt stated that if the access is taken away, the additional burden to court staff and the clerk's office would be substantial.

DDA Happold was asked for a staff recommendation. She replied that AOC supports whatever the Committee decides, but the additional assistance in entering PCNs may be a good thing after the State Auditor's Office audit findings in 2015. ISD Operations Manager Mike Keeling also stated that because PCNs are associated with SIDs, improved data quality will be very important going forward.

Judge Wynne agreed to approve the continuation of this practice, but with the stipulation that the RACFIDs are to be individualized, and an agreement is drafted that restricts data entry only to PCNs. Judge Marinella noted each court would need an agreement with the PAO for any such employee to enter PCN data and nothing else. The Committee was in agreement and DDA Happold was tasked with drafting contract language for the various courts and the PAO that supports the Committee's decision.

Judge Svaren moved to approve the request to allow the Kitsap County Prosecutor's Office JIS access to enter PCNs into the case management system subject to the terms discussed. Judge Marinella seconded. A quorum vote was taken and the motion was approved. None were opposed. Ms. Miner abstained.

DDA Happold will be in touch with the various Kitsap County and municipal courts to provide the required language for future contract agreements with the PAO for PCN data entry.

3. Tacoma Municipal Prosecutor request for printing access

Ms. Jodi Marshall, the Office Administrator for the Tacoma's Office of the City Attorney (Tacoma) presented this request. Ms. Marshall explained that during the transition to AOC-provided JABS access, the office realized it no longer had access to various print domains in JIS for JIS reports. Using the JIS PCS screen and court-given RACFIDs, Tacoma routinely ordered and printed their own court calendars, as well as batch printed DCHs and ADRs. Tacoma requests that it be allowed the appropriate access to continue printing court calendars and batch DCHs and ADRs.

DDA Happold provided that in 2008, the DDC granted a general exemption to all prosecutors to be allowed court user access in order to print JIS calendars. However, Tacoma's current access and subsequent request goes beyond that exemption.

Ms. Miner stated she did not want DCH screens to be printed from JIS as the information was not complete. She stated that users should be using the JABS ICH screen. Judge Wynne agreed that they should no longer be using the old system for DCH access. Ms. Powell was concerned that they could be reporting DCH information that is inaccurate, even though there is a warning message in place on the DCH screen. Judge Marinella suggested a second notice be distributed to the prosecutors and public defender listservs to use JABS rather than rely on old incomplete JIS DCH screens. DDA Happold stated she would include a comment in the next JABS message that the JABS ICH screen may be more accurate and complete than the DCH or ICH screens in JIS.

The Committee stated that Tacoma should be using JABS screenshots instead of JIS batch prints, just like court users. Several Members commented that court users themselves would like to have batch printing in JABS. ISD Operations Manager Mike Keeling was tasked with providing an estimate of time and expense for creating the capability of batch printing ICHs in JABS.

An alternative was allowing JIS LINK RACFIDs the ability to print with a court user ID in JIS instead of giving prosecutors both a court RACFID and a court user ID. Mr. Keeling was tasked with providing an estimate of time and expense to allow a JIS LINK RACFID to print in JIS.

Judge Wynne stated that the Committee should wait for the estimates before deciding on Tacoma's request. The DDC agreed to table this request until the next meeting and to continue to allow the current process Tacoma is using until a resolution is found.

4. Pasco Municipal request to allow City of Pasco Finance Department JIS access.

Pasco Municipal Court Administrator Dot French presented this request. She described the court's current process of providing the city financial department staff individualized RACFIDs to balance the court's checkbook. The city has been reconciling the court's manual checkbook against the JIS database since 1995; with reconciliation of the checkbook since 1986. The State Auditor's Office has commended this separation of duties. The request is now before the DDC because there is no established exemption allowing this access by an executive branch financial employee. The Committee discussed what sort of access could be given: allowing the City's financial department access to only certain areas of JIS, restricting the access to one single finance person, and/or allowing access only to the bank reconciliation screen. It was noted that several other small courts currently provide this access, outside of DDC approval. Ms. French also stated that read-only JIS access would be inadequate, as the person must make entries about checks cleared and must be allowed to create reports.

Judge Wynne asked if a RACFID with a profile limiting access to certain screens would be sufficient. Judge Leach suggested this should be considered the future rule. It was agreed that limiting access would be key in allowing Pasco to continue the process of having an outside finance person do the accounting.

Judge Leach moved to approve the Pasco Municipal Court's request with the following conditions:

1. The access would be restricted to only one person in the City's financial department. If more access is needed, Ms. French is to notify DDA Happold.
2. Limit the access to just those screens that are needed to balance the checkbook
3. Ms. French was to provide AOC the list of those screens so JIS Security would document them for future requests.

Judge Svaren seconded. DDA Happold asked if the motion only covered Pasco's request or if it was statewide approval. Ms. Miner was not willing to expand the approval statewide without knowing more about individual circumstances, but agreed the process needs to be legitimized. DDA Happold was directed to have further discussion with both Ms. Miner and Ms. Vance about other courts' practices. It was agreed that today's motion would cover only Pasco, but it was anticipated that the Committee would make a statewide decision when more information was gathered. The motion was passed unanimously.

5. Data Dissemination Policy amendments and related matters

On behalf of the Supreme Court, Chief Justice Fairhurst wrote a letter to DDA Happold regarding the amended Data Dissemination Policy the JISC submitted for review. The Court raised several questions to the DDC. One concern was the addition of the Attorney General's

Office (AGO) in Section VIII and the need for equal access for opposing counsel. DDC members stated that the main intent of that addition was to give the AGO access to case type 7s. The Committee discussed that if the AGO was given this access, it should also be given to the Office of Public Defense (OPD) and the Office of Civil Legal Aid (OCLA). Judge Wynne provided proposed language changes to Section VIII that were approved by OPD and OCLA. Judge Wynne suggested that the DDC amend Section VIII to include OPD and OCLA. He will then draft a responding letter to the Supreme Court and ask Judge Leach to review it. Judge Leach made a motion to proceed as described by Judge Wynne. Ms. Miner seconded. The motion passed unanimously.

6. Other Business

ITG152 JABS DCH Public Tab and Including the Existence of Adult Sealed Cases

DDA Happold updated the Committee on the ITG 152 JABS DCH public tab that was being built by AOC. Prior to this meeting, she asked the Committee via email if the existence of sealed adult cases should be displayed in the JABS DCH public tab. The Committee voted to include the existence of sealed adult cases on the DCH Public tab, and DDA Happold wanted that decision reflected in the minutes. She also provided examples of what would display as dictated by GR 15(c)(4) and GR 15(d). She asked if vacated should be spelled out or if the notation of 'v' (currently used) would be enough. The Committee decided that vacated should be spelled out as the viewer may not understand what the 'v' meant. DDA Happold would take their decisions to the ITG 152 group.

Public Index Contracts, Language Updates, and Increase of Fees

DDA presented this subject to the Committee. Based on the Committee's decision to have the existence of sealed adult cases displayed in the JABS DCH public tab, she thought it was time for the Committee to review the public index contracts pursuant to GR 31(g)(1). A review has not been done since 2005. Section 9 of all the contracts currently require subscribers to remove cases that are sealed. She asked if this provision should change. Brian Roe with the NW Justice Project asked if this change was requested by index subscribers. AOC and the Committee have not received a request, but the DDC may decide that it is time for an update to the language. Mr. Roe stated he would be interested in providing input if that is the case. Judge Wynne suggested the DDC could decide to take no action at this time, until a change has been requested.

Next, DDA Happold stated that AOC would like to raise the public index subscription fees from \$1800 to \$3600 for the PSCI, CLJCRIM, and CLJCIV indexes, \$1680 for the SINDEXT, and \$1200 for the Probate index. Reasons for these increases are in anticipation of providing the data on a weekly basis instead of quarterly or monthly, the amount of staff time used in managing and maintaining these indexes, and the rate amounts have not been reviewed since 2001 when they were first set.

Though the judicial branch does not adhere to the Fiscal Growth Factor (FGF), AOC still used it in assessing the proposed rates. The FGF is a quasi-inflation rate used by the Legislature to assess increases in fees. When applying the FGF to the amounts proposed, they all fall within the calculation. Judge Wynne asked to have this request, along with the possible amendments to Section 9, be formally added to the DDC's agenda prior to making a decision.

The VAWA Workgroup

DDA Happold updated the Committee that the VAWA workgroup is formed except for a DMCJA representative. Judge Marinella stated that they are still looking for someone and will send something out to the Association members. Judge Leach asked DDA Happold to update Legal Voice on the status of the workgroup.

Address Confidentiality

DDA Happold noticed that the NCC screen (case file and inquiry screen) lists addresses that are viewable to JIS LINK level 1 users. Once the amended Data Dissemination Policy is active, this will need to be removed.

As there was no other business, Judge Wynn adjourned the April 28 DDC Meeting at 10:36 a.m. The next DDC meeting is scheduled for June 23, 2017.

DRAFT

**2. Lewis Private
Investigator JABS
Access Request**

From: Peter Lewis [mailto:peleinvestigations@gmail.com]
Sent: Friday, April 21, 2017 5:33 PM
To: Happold, Stephanie <Stephanie.Happold@courts.wa.gov>
Subject: JABS access request

Hi Stephanie,

Thanks for your time on the phone today. Per your suggestion, I'm following up here to request consideration to broaden the JABS user base to allow access to licensed PI's who work with private attorneys who serve as public defenders.

I understand that as a result of resource/bandwidth concerns, AOC is not currently prepared to open up JABS to public, level one JIS account holders.

Please bear in mind, though, that the universe of licensed PI's who regularly work with CJA panel attorneys is relatively small. I cannot offer an exact number but my hunch is low three figures, if that....one reason being that pay from public defense agencies is pretty poor compared to what many PI's charge working for private attorneys or for other private clients.

Those of us who take on these cases are counterparts to publicly paid investigators on staff at public defender agencies. My understanding is those staff investigators have access to JABS. Essentially, we serve the same clients.

It's also my understanding that JABS offers a far superior interface compared with JIS. Please consider making it available to PI's authorized to work with private attorneys who serve as public defenders.

Thank you for your consideration.

Peter

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peleinvestigations.com
Agency principal #2124
Tel: [206.288.3839](tel:206.288.3839)

peleinvestigations@gmail.com

From: Petersen, Robert (Burns) [mailto:Robert.Petersen@kingcounty.gov]
Sent: Tuesday, June 13, 2017 8:25 PM
To: Happold, Stephanie <Stephanie.Happold@courts.wa.gov>
Cc: Youngcourt, Lorinda <Lorinda.Youngcourt@kingcounty.gov>; Mikkelsen, Floris <Floris.Mikkelsen@kingcounty.gov>; Petersen, Robert (Burns) <Robert.Petersen@kingcounty.gov>
Subject: Support for JABS Access for Private Investigators



710 Second Avenue, Suite 1000
Seattle, WA 98104
(206) 477-8966

Dear Stephanie-

I am the Director of Assigned Counsel with the King County - Department of Public Defense (DPD) which means I oversee our panel of assigned counsel attorneys. These are private attorneys who handle public defense cases that cannot be handled in-house due to a conflict of interest or other demands. As you may recall we worked together in coordinating JABS access for our Assigned Counsel attorneys at DPD, which has worked exceedingly well in all respects. We are now seeking to expand JABS access to include private investigators working on assigned cases.

We have discussed this issue with our director, Lorinda Youngcourt, and other member of our leadership team. We support JABS access for private investigators, thereby granting the same access to information provided our staff investigators at DPD. As you know JABS is superior to other resources as far as ease of use and immediate access to useful information. We currently have approximately 50 private investigators working our assigned counsel cases and want them to have the necessary tools to provide quality indigent defense. This results in increased efficiencies and quality of work.

We understand this issue is being considered at the June 23rd meeting of the Data Dissemination Committee and want your group to know of our support of this measure. It's a significant benefit and cost saving for all.

Regards,

Burns
R. "Burns" Petersen,
Director of Assigned Counsel
King County Department of Public Defense
Dexter Horton Building
710 Second Ave, Suite 1000
Seattle, WA 98104
robert.petersen@kingcounty.gov
burns.petersen@kingcounty.gov
206-477-8966 (dir)
[Assigned Counsel Website](#)



June 23, 2017

TO: JISC Data Dissemination Committee
FROM: Stephanie Happold, AOC Data Dissemination Administrator
RE: Request for Private Investigators to have JABS Access

Mr. Peter Lewis is a licensed private investigator who works with private attorneys under contract for public defense work. He is requesting the same JABS access as the staff investigators working within a public defender's office. King County Department of Public Defense supports this request. Franklin County Office of Public Defense also supports this request for its contracted private investigators.

In order to provide JABS access to private investigators, AOC would have to establish a JIS LINK level 20 account. If the Data Dissemination Committee approves this request, AOC requests clarification if it should also include the JABS DOL abstract driving record tab.¹ Also, AOC recommends that:

- the JIS LINK subscription agreement be tailored to fit this specific user type;
- the private investigator sign a JIS LINK subscription agreement for each contract it has with a public defender; and
- the public defender certify that the investigator is working with them on public defense work.

¹ A staff investigator working within a public defender's office would have access to the DOL information in JABS pursuant to RCW 46.52.130(g).

3. Tacoma Prosecutor Request



June 23, 2017

TO: JISC Data Dissemination Committee
FROM: Stephanie Happold, AOC Data Dissemination Administrator
RE: Update on Tacoma City Attorney's Request for JIS Batch Printing

During the April 28, 2017, Data Dissemination Committee (DDC) meeting, the Tacoma City Attorney's Office (Tacoma) presented its request for continued access to JIS calendar printing and batch printing. Using the JIS PCS screen and court-given RACFIDs, Tacoma routinely ordered and printed their own JIS court calendars and batch-printed DCHs and ADRs. The DDC had granted a general exemption to all prosecutors in 2008 for JIS access to print calendars, but Tacoma's access exceeded that exemption.

During the meeting, several members stated that the prosecutors should not be using JIS for printing DCHs because the data was incomplete. It was also mentioned that court users would like to have batch printing in JABS as they can only print screenshots at this time. It was recommended to Tacoma that they also use screenshots instead of JIS batch printing. Before a decision was made, AOC was tasked with providing an estimate of time and expense for creating the capability of batch printing ICHs in JABS. AOC was also tasked with providing a time estimate for allowing JIS LINK RACFIDs the ability to print with a court user ID in JIS instead of giving prosecutors both a court RACFID and a court user ID.

The time estimate for batch printing in JABS:

Providing a print option on the calendar page and populating the existing ICH column data on the print report (no data from tabs included), would take about 300 hours. Providing a filter option to narrow down the number of people on the calendar to be selected for print and the Batch Print feature (no specific design option at this time) will take additional 200+ hrs.
Project dependent on available resources.

The time estimate for allowing JIS LINK RACFIDs the ability to print:

- There are policy questions that will need to be answered before an option and accurate time estimate can be provided.
 - The courts have a lot of reports containing confidential data in their print domains. There may be reports the courts/county clerks do not want accessible to the prosecutors. Will the JIS LINK users need to acquire permissions from each CLJ Court Administrator or County Clerk for the print domains they want to access?
 - Will the JIS LINK users have their own print domains and they request the court to copy selected reports to their domain?
 - Should the print menu command be limited when the JIS LINK users are in a court's domain?
 - Will the JIS LINK users have their own printers that CPF can print or should they have their own print domain?
- Estimate: AOC will be spending between 100 and 300 hours staff time on the implementation, depending on the security policy decisions and which alternative is selected.
- Current Options:
 - Option 1: Allow JIS LINK users access to the court print domains as Tacoma Municipal has done. Print reports on the court printers. 100 to 200 hours
 - Option 2a: Provide the JIS LINK users their own print domains to which they would copy court reports to and print on their own printers. 100 to 200 hours.
 - Option 2b: Provide the JIS LINK users their own print domains to which the court would copy predesignated reports. This could be a printer domain that belongs to the court or to the JIS LINK site. The reports in this dedicated printer domain could be controlled by either the court or the JIS LINK user. The printer could probably be in the JIS LINK user's office so they could print on their own printers. 50 to 100 hours.
 - Option 3: Add the task of limiting JIS LINK users access to specific Print Menu commands while in the courts print domains. Add 50 to 100 hours to Options 1 and 2a.
 - Option 4: The courts would be responsible for printing designated reports for the prosecutors and public defenders. Zero hours AOC time.
- The impact on Infrastructure Security could be large depending on how many users are given Print Menu access, and to how many court print domains.
- Project dependent on available resources.

**4. Public Defenders'
Request for
Access to JIS to
Print Calendars**

From: [Kathleen Kyle](#)
To: [Happold, Stephanie](#)
Subject: SCPDA request for JIS Court ID
Date: Monday, May 15, 2017 2:09:10 PM

To Ms. Happold,

I am the Managing Director of the Snohomish County Public Defender Association (SCPDA). We have several contracts to provide public defender services for Snohomish County and also the Cities of Edmonds, Mukilteo, Snohomish, and Stanwood. We are requesting the necessary permissions to print calendars (ref: similar to what prosecutors have which is JIS Court ID to print calendars). We need access to this information to efficiently prepare for court and provide reminders to clients of hearings. In previous times, the court staff prepared and sent us a printed calendar, but that is no longer happening consistently (and sometimes not all.) Sometimes the calendar is the only notice we received of a case set due to a quashed bench warrant or if court setting paperwork was not provided. The attorneys use the calendar to prioritize their time, preparing paperwork, etc, for the matters first on the calendar and notifying clients how long until their individual court matter is anticipated to be heard. The attorneys use the calendar to make sure they have brought the correct client files to court. The calendar is also referenced when negotiating cases in advance with the prosecutor so that both parties organize the information in a similar manner.

SCPDA is a 43 year old non-profit firm. If you need any references, please let me know. I can be reached at 425-339-6310 or by email at kkyle@snocopda.org.

Thank you for your assistance with this request. Please do not hesitate to ask for additional information or make any clarifying requests.

Sincerely,

Kathleen Kyle

Snohomish County Public Defender Association
2722 Colby Avenue | Suite 200 | Everett, Washington 98201
Phone 425.339.6300, ext. 210 | Fax 425.339.6363



EDMONDS MUNICIPAL COURT
250 5th AVE N., EDMONDS WA 98020 (425)771-0210

LINDA W. Y. COBURN
JUDGE

SHARON WHITTAKER
COURT ADMINISTRATOR

May 31, 2017

Ms. Stephanie Happold
Administrative Office of the Courts
PO Box 41170
Olympia WA 98504-1170

RE: JIS Access for Public Defenders

Dear Ms. Happold:

In 2008 the AOC Data Dissemination Committee granted an exemption to the prosecuting attorneys which allowed them to have a JIS Court ID. This exemption is very helpful as it allows the prosecutor's access to JIS to print their court calendars.

The court has been advised that this exemption was not given to the public defenders. As it is now, the public defenders can print partial calendars through JABS. This is quite cumbersome and does not provide all the needed information, such as DOB, so that the public defender can quickly determine who the assigned attorney for a particular case is. This is important as we try to get people who bench warrant back in court as soon as practical. When the public defender could print their calendars, through JIS, it made the entire administration of justice much more efficient for everyone. They are officers of the court and carry the majority of the court's caseload. There really is not a logical reason why we would only allow the prosecutors to print calendars but not the public defenders.

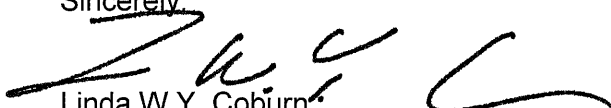
I understand the Data Dissemination committee is meeting in June. I would like to request this topic be put on the Agenda for discussion and implementation.

It is my understanding that Ms. Kathleen Kyle, the Executive Director of the Snohomish County Public Defender Association hopes to get on your Agenda to address this issue. She would be able to better articulate the practicality of how the system worked previously when they could print calendars and the system now.

Please do not hesitate to contact me or Sharon Whittaker, the Court Administrator, if you have any further questions

Thank you for your consideration.

Sincerely,


Linda W.Y. Coburn
Judge

cc: Kathleen Kyle

**5. City of Lacey
Victim Advocate
JABS Access
Request**

From: [Joe Svoboda](#)
To: [Happold, Stephanie](#)
Subject: 6/7/17 DDC agenda JABS Access request for J. Stine
Date: Tuesday, May 30, 2017 1:52:43 PM

Stephanie Happold & the Honorable Thomas Wynne:

We would like to request JABS access for our Lacey victim advocate, Jorey A. Stine. Previously, the city of Lacey used an advocate who has access as an employee of the Thurston County Prosecutor's Office. Now, however, the advocate contracts directly with the City. The role, work and need for information is the same; just a different funding mechanism. Jorey Stine is the person hired for this position; she has completed a background check at the Lacey Police Department and understands the need for confidentiality of information. Her user id should be issued under the Lacey prosecutor and her access (password, confidentiality agreement, etc.) will be monitored by the Lacey Prosecutor's site coordinator. Jorey will use JABS to look at defendant's case history (DCH), look at existing no contact orders (IOH), look at other case procedural history (CDK).

If you have any other questions, please feel free to contact this office.

Sincerely:

Joe Svoboda, Prosecutor
City of Lacey
360-491-1802
joe@laceylawgroup.com

**6. Self-
Represented
Litigant Portal
Access**

Online Record Access to Superior Court For Self-Represented Litigants Project Group Scoping Document

Project Overview. The Administrative Office of the Courts (AOC), designees from the Washington State Association of County Clerks (WSACC), and the Access to Justice Board (ATJ) partnered to address the needs of self-represented litigants (SRL) who will access court records through Odyssey Portal (Portal).

Our goal is to develop a SRL Portal security role that will provide equal access, wherever possible, to the existing Portal attorney of record (AOR) security role. In addition to equal access, the role must address GR 22 requirements and confidentiality and safety risks for parties and participants in all case types, including those with active protection orders.

Proposal Reviews. We are providing our SRL security recommendations to Data Dissemination Committee for a courtesy review before presenting the entire proposal to the JISC in August. All proposal documentation has been reviewed and approved by the WSACC and ATJ. Additionally, our security recommendations were submitted to Team Child and the Family Law Section of the Washington State Bar Association for review and consideration, but no responses were received. Robert Taylor has also served as a consultant to this group.

Proposed Access & Functionality. Access to mirror the existing Attorney role & AOR override relationship in Portal. During the initial identification and registration process, the SRL will be granted a JISLink Level 1, Public Access role. The base role provides access to publicly available court records, without documents, statewide. Elevated access, with documents, will only be granted once the SRL override (unique identifier) is entered by County Clerk's staff to the specific case(s) in Odyssey where the SRL is a party of record, or has entered a Notice of Appearance.

Base Role Access	Override, Unique Identifier applied to specific case(s)
Attorney	Attorney of Record (case specific, confidential access)
JISLink Level 1, Public Access	Self-Represented Litigant (case specific, confidential access)

Proposed Changes to AOR Party Information. In order to create equal access and protect personally identifying information, our group proposes limiting AOR access to some Party information (gender, height, ethnicity, state ID, weight, physical descriptors, and vehicle information). The 'SRL Security Roles Matrix' and 'SRL Portal Role Comparison' illustrate these proposed changes.

Case Type Access Variances. Certain case types were deemed inappropriate, or not useful for SRLs. See table on back on page to review specific case types, this information is also included on the Security Rights spreadsheet.

Overview of Presentation materials:

[SRL Security Roles Matrix](#) (spreadsheet)

[SRL Portal Role Comparison](#) (screenshots)

Variance in Case Type Access: The case types below were either deemed inappropriate, or not useable for SRLs.

Access Case Type Role Right				Registered Public Access	Attorney of Record (unique identifier override)	Self-Represented Litigant (Proposed)
Differences in access between AOR and SRL						
Criminal	Juvenile	PREJ	PREJ Pre Filing - Juvenile	N	Y	N
Criminal	Juvenile	SD	SD Juvenile Diversion	N	Y	N
Drug Court	Juvenile Drug Court	JDRUG	Juvenile Drug Court	N	Y	N
Drug Court	Juvenile Drug Court	MHA	Mental Health Alternative	N	Y	N
Family	Other Family	CHN5	CHN Confidential	N	Y	N
Probate or Mental	Mental Health	ALT	ALT Alcohol/Drug Treatment	N	Y	N
Probate or Mental	Mental Health	MI	MI Mental Illness	N	Y	N
Probate or Mental	Mental Health	MIJ	MIJ Mental Illness - Juvenile	N	Y	N
Probate or Mental	Mental Health	MIO	MIO Mental Illness - Other Venue	N	Y	N

Online Record Access to Superior Court For Self-Represented Litigants Role Comparison

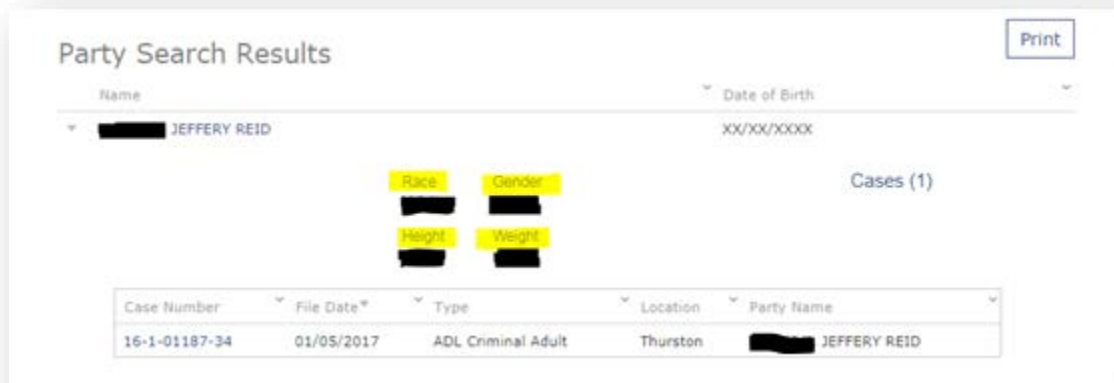
Our group's goal is create equal access, wherever possible, between the Self-Represented Litigant (SRL) and an Attorney of Record (AOR). This proposal includes changes to the current AOR access in order to meet the stated goal.

The screenshots below compare the existing Portal Registered Public Access (RPA) role and the proposed SRL role. For presentation purposes, the AOR access was used to show what SRL access will include once it is developed.

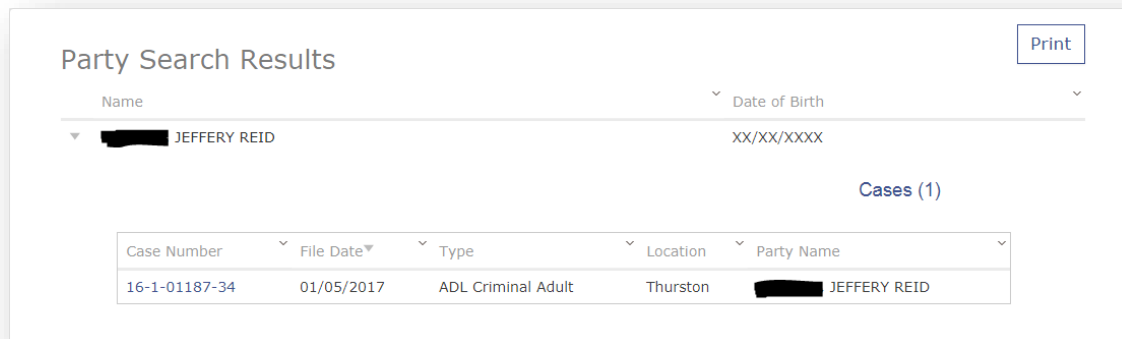
Search results tile, Party Search Results:

Proposed changes will remove access for the AOR to the highlighted personally identifying information (specifically: gender, height, ethnicity, state ID, weight, physical descriptors, and vehicle information) to create equal access between the AOR and SRL while maintaining the safe guards to potentially sensitive or personally identifying information.

Existing AOR access:



RPA & Recommendation for future for AOR and SRL access:



Search Results tile, Case search: Equal access for RPA, SRL, and AOR:

Cases				
Case Number	File Date	Type	Location	Party Name
16-1-01187-34	01/05/2017	ADL Criminal Adult	Thurston	████████ JEFFERY REID

Menus Information tile:

RPA:

AOR/SRL, includes financials:

- Case Information
- Party
- Charge
- Bond Settings
- Disposition Events
- Events and Hearings
- Documents

- Case Information
- Party
- Charge
- Bond Settings
- Disposition Events
- Events and Hearings
- Financial**
- Documents

Case Information tile: Equal access for RPA, SRL, and AOR:

Case Information		
16-1-01187-34 STATE OF WASHINGTON vs JEFFERY REID ██████████		
Case Number	Court	
16-1-01187-34	Thurston	
File Date	Case Type	Case Status
01/05/2017	ADL Criminal Adult	Completed/Re-Completed

Party Information tile:

Proposed changes would remove access for the AOR to the highlighted personally identifying information (specifically: gender, height, ethnicity, state ID, weight, physical descriptors, and vehicle information) to create equal access between the AOR and SRL while maintaining the safe guards to potentially sensitive or personally identifying information.

Existing AOR access:

Party	
Plaintiff (Criminal) STATE OF WASHINGTON	Active Attorneys Lead Attorney POWERS, JAMES C. Work Phone 360-786-5540
Defendant (WIP) [REDACTED] JEFFERY REID DOB XX/XX/XXXX Gender [REDACTED] Race [REDACTED] Height [REDACTED] Weight [REDACTED] State ID WA [REDACTED]	Active Attorneys Lead Attorney HANSEN, JOHN JOSEPH Retained Work Phone 360-754-4897 Fax Phone 360-754-4469

RPA & Recommendation for future for AOR and SRL access:

Party	
Plaintiff (Criminal) STATE OF WASHINGTON	Active Attorneys Lead Attorney POWERS, JAMES C. Work Phone 360-786-5540
Defendant (WIP) [REDACTED] JEFFERY REID DOB XX/XX/XXXX	Active Attorneys Lead Attorney HANSEN, JOHN JOSEPH Retained Work Phone 360-754-4897 Fax Phone 360-754-4469

Charge tile: Equal access for RPA, SRL, and AOR:

Charge

Charges

██████████ JEFFERY REID

	Description	Statute	Level	Date
▶ 1	Criminal Trespass 2nd Degree	9A.52.080	Misdemeanor	07/11/2016

Bond Settings tile: Equal access for RPA, SRL, and AOR:

Bond Settings

Setting Date	
▼ 6/9/2017	▼

Disposition Events tile: Equal access for RPA, SRL, and AOR:

Disposition Events

01/05/2017 Disposition ▾

Judicial Officer
Wilson, Mary Sue

1	Criminal Trespass 2nd Degree	Guilty
---	------------------------------	--------

01/05/2017 Judgment and Sentence ▾

1	Criminal Trespass 2nd Degree	Judgment and Sentence
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Confinement

Type: Local Jail

Effective Date: 01/05/2017

Term: 90 Days

Suspended: 70 Days

Comment: The suspended jail time on Count 1 is suspended for 12 months.

Restitution and Other Fees

Current Sentence Status:

Status: Active

Status Date: 01/05/2017

Signed Date: 01/05/2017

Effective Date: 01/05/2017

Fees and Fines: \$450.00

Events and Hearings tile, Equal access for RPA, SRL, and AOR:

Events and Hearings

07/12/2016 Preliminary Appearance ▾

Judicial Officer

Dixon, James J

Hearing Time

3:30 PM

07/12/2016 Disposition Report Received ▾

[View Document](#)

Disposition Report Received

07/12/2016 Affidavit of Probable Cause ▾

[View Document](#)

Affidavit of Probable Cause

07/12/2016 Pre-Trial Report ▾

[View Document](#)

Pre-Trial Report

07/12/2016 Order Establishing Conditions of Release ▾

[View Document](#)

Order Establishing Conditions of Release

Comment

Arrestment Hearing

Financial tile, existing AOR and proposed SRL only, no RPA access:

Financial		
[REDACTED] JEFFERY REID		
Total Financial Assessment		\$471.61
Total Payments and Credits		\$0.00
1/6/2017	Transaction Assessment	\$450.00
1/31/2017	Transaction Assessment	\$0.00

Documents tile, Equal access for RPA, SRL, and AOR:

Documents	
View Document	Pre-Trial Report
View Document	Affidavit of Probable Cause
View Document	Findings of Indigency
View Document	Order Establishing Conditions of Release
View Document	Affidavit of Indigency
View Document	Preliminary Appearance
View Document	Disposition Report Received
View Document	Information
View Document	Order Setting Trial Date
View Document	Initial Arraignment
View Document	Notice of Appearance
View Document	Motion Hearing
View Document	Order of Continuance

System Roles	Anonymous Access	Registered Public Access	Attorney	Attorney of Record (Override)	Self-Represented Litigant (Override)
Access to Portlets					
Administration Dashboard	N	N	N	N	N
Make Payments	N	N	N	N	N
Notifications	Y	Y	Y	Y	Y
Smart Search	Y	Y	Y	Y	Y
Search Hearings	Y	Y	Y	Y	Y

System Roles & Rights

	Anonymous Access	Registered Public Access	Attorney	Attorney of Record (Override)	Self-Represented Litigant (Override)
Security Right Name					
Active Attorneys - Allows the user to view Active Attorneys.	N	Y	Y	Y	Y
Attorney Email Address - Allows the user to view Attorney Email Addresses.	N	Y	Y	Y	Y
Attorney Fax Number - Allows the user to view Attorney Fax Numbers.	N	Y	Y	Y	Y
Attorney Phone Number - Allows the user to view Attorney Phone Numbers.	N	Y	Y	Y	Y
Bond Information - Allows the user to view bond information.	N	Y	Y	Y	Y
Bond Setting Conditions - Allows the user to view the settings information table and expanded conditions.	N	Y	Y	Y	Y
Bond Setting Information - Allows the user to view bond setting information.	N	Y	Y	Y	Y
Cash Bond - Allows the user to view cash bonds.	N	Y	Y	Y	Y
Cash Bond Extended - Allows the user to view cash bonds additional information.	N	Y	Y	Y	Y
Cause of Action - Allows the user to view cause of action information.	NA	NA	NA	NA	NA
Charge Description - Allows the user to view Charge Descriptions.	N	Y	Y	Y	Y
Charge Information - Allows the user to view Charge Information.	N	Y	Y	Y	Y
Civil Defendants - Allows the user to view Civil Defendants.	Y	Y	Y	Y	Y
Civil Plaintiffs - Allows the user to view Civil Plaintiffs.	Y	Y	Y	Y	Y
Criminal Defendants - Allows the user to view Criminal Defendants.	Y	Y	Y	Y	Y
Criminal Juveniles - Allows the user to view Criminal Juveniles.	N	Y	Y	Y	Y
Criminal Plaintiffs - Allows the user to view Criminal Plaintiffs.	Y	Y	Y	Y	Y
Events and Orders of the Court - Allows the user to view Events and Orders of the Court.	Y	Y	Y	Y	Y
Events and Orders of the Court Comments - Allows the user to view Events and Orders of the Court Comments.	Y	Y	Y	Y	Y
Documents - Allows the user to view view documents.	N	Y	Y	Y	Y
Family Defendants - Allows the user to view Family Defendants.	Y	Y	Y	Y	Y
Family Plaintiffs - Allows the user to view Family Plaintiffs.	Y	Y	Y	Y	Y
Financial Information - Allows the user to view Financial Information.	N	N	N	Y	Y
Inactive Attorneys - Allows the user to view Inactive Attorneys.	Y	Y	Y	Y	Y
Interview - Allows the user to view interview information on a Protection Order. NOT AVAILABLE	NA	NA	NA	NA	NA
Lead Attorneys - Allows the user to view Lead Attorneys.	Y	Y	Y	Y	Y
Non-Docketable Event - Allows the user to view Non-Docketable Events.	Y	Y	Y	Y	Y
Property Bond - Allows the user to view property bonds.	N	Y	Y	Y	Y
Property Bond Extended - Allows the user to view property bonds additional information.	N	Y	Y	Y	Y
Protection Order - Allows the user to view Protection Orders.	N	Y	Y	Y	Y
Surety and Other Bond - Allows the user to view surety and other bonds.	N	Y	Y	Y	Y
Surety and Other Bond Extended - Allows the user to view surety and other bonds additional information.	N	Y	Y	Y	Y

System Roles & Rights	Anonymous Access	Registered Public Access	Attorney	Attorney of Record (Override)	Self-Represented Litigant (Override)
Security Right Name					
Associates - Allows the user to view the Party's associates.	NA	NA	NA	NA	NA
Employer Information - Allows the user to view Party employer information.	NA	NA	NA	NA	NA
Filing Party - Allows the user to view Filing Parties.	Y	Y	Y	Y	Y
Participant - Allows the user to view Participants	N	Y	Y	Y	Y
Parties Present - Allows the user to view Parties Present on a Hearing.	N	Y	Y	Y	Y
Party Address - Allows the user to view Party Addresses.	N	N	N	N	N
Party Address (Confidential) - Allows the user to view Confidential Party Addresses.	N	N	N	N	N
Party Aliases - Allows the user to view Party Aliases.	N	Y	Y	Y	Y
Party Data Sheet - Allows the user to view Party Data Sheet.	N	N	N	Y	Y
Party Date of Birth (Month and Day) - Allows the user to view Party month and day of birth.	N	N	N	N	N
Party Date of Birth (Year) - Allows the user to view Party year of birth.	N	N	N	N	N
Party Date of Death - Allows the user to view Party Date of Death.	N	Y	Y	Y	Y
Party Driver's License Number - Allows the user to view Party Driver's License Number.	N	N	N	N	N
Party Gender - Allows the user to view Party Gender.	N	N	N	Y	N
Party Height - Allows the user to view Party Height.	N	N	N	Y	N
Party Information - Allows the user to view Party Information.	N	Y	Y	Y	Y
Party Name - Allows the user to view Party Name.	Y	Y	Y	Y	Y
Party Other Agency Number - Allows the user to view Party Other Agency Number.	N	N	N	N	N
Party Race Ethnicity - Allows the user to view Party Race Ethnicity.	N	N	N	Y	N
Party SSN - Allows the user to view Party SSN.	N	N	N	N	N
Party State ID Number - Allows the user to view Party State ID Number.	N	N	N	Y	N
Party Weight - Allows the user to view Party Weight.	N	N	N	Y	N
Petitioner - Allows the user to view Petitioners.	Y	Y	Y	Y	Y
Physical Descriptors - Allows the user to view Party physical description information.	N	N	N	Y	N
Protected Party - Allows the user to view Protected Parties.	N	N	N	N	N
Respondent - Allows the user to view Respondents.	Y	Y	Y	Y	Y
Scars Marks Tattoos - Allows the user to view Party scars, marks, and tattoo information.	N	Y	Y	Y	Y
Shielded Parties - Allows the user to see party information even if the party is shielded on a case. (Currently not being used in Case manager)	N	N	N	N	N
Vehicle Information - Allows the user to view Party vehicle information.	N	N	N	Y	N
Victim - Allows the user to view Victims.	N	N	N	N	N
Witness - Allows the user to view Witnesses.	N	N	N	N	N

System Roles & Rights - Proposed changes would remove access for the AOR to the highlighted information to create equal access.	Anonymous Access	Registered Public Access	Attorney	Attorney of Record (Override)	Self-Represented Litigant (Override)
Security Right Name					
Associates - Allows the user to view the Party's associates.	NA	NA	NA	NA	NA
Employer Information - Allows the user to view Party employer information.	NA	NA	NA	NA	NA
Filing Party - Allows the user to view Filing Parties.	Y	Y	Y	Y	Y
Participant - Allows the user to view Participants	N	Y	Y	Y	Y
Parties Present - Allows the user to view Parties Present on a Hearing.	N	Y	Y	Y	Y
Party Address - Allows the user to view Party Addresses.	N	N	N	N	N
Party Address (Confidential) - Allows the user to view Confidential Party Addresses.	N	N	N	N	N
Party Aliases - Allows the user to view Party Aliases.	N	Y	Y	Y	Y
Party Data Sheet - Allows the user to view Party Data Sheet.	N	N	N	Y	Y
Party Date of Birth (Month and Day) - Allows the user to view Party month and day of birth.	N	N	N	N	N
Party Date of Birth (Year) - Allows the user to view Party year of birth.	N	N	N	N	N
Party Date of Death - Allows the user to view Party Date of Death.	N	Y	Y	Y	Y
Party Driver's License Number - Allows the user to view Party Driver's License Number.	N	N	N	N	N
Party Gender - Allows the user to view Party Gender.	N	N	N	N	N
Party Height - Allows the user to view Party Height.	N	N	N	N	N
Party Information - Allows the user to view Party Information.	N	Y	Y	Y	Y
Party Name - Allows the user to view Party Name.	Y	Y	Y	Y	Y
Party Other Agency Number - Allows the user to view Party Other Agency Number.	N	N	N	N	N
Party Race Ethnicity - Allows the user to view Party Race Ethnicity.	N	N	N	N	N
Party SSN - Allows the user to view Party SSN.	N	N	N	N	N
Party State ID Number - Allows the user to view Party State ID Number.	N	N	N	N	N
Party Weight - Allows the user to view Party Weight.	N	N	N	N	N
Petitioner - Allows the user to view Petitioners.	Y	Y	Y	Y	Y
Physical Descriptors - Allows the user to view Party physical description information.	N	N	N	N	N
Protected Party - Allows the user to view Protected Parties.	N	N	N	N	N
Respondent - Allows the user to view Respondents.	Y	Y	Y	Y	Y
Scars Marks Tattoos - Allows the user to view Party scars, marks, and tattoo information.	N	Y	Y	Y	Y
Shielded Parties - Allows the user to see party information even if the party is shielded on a case. (Currently not being used in Case manager)	N	N	N	N	N
Vehicle Information - Allows the user to view Party vehicle information.	N	N	N	N	N
Victim - Allows the user to view Victims.	N	N	N	N	N
Witness - Allows the user to view Witnesses.	N	N	N	N	N

Access Case Type Role Right				Anonymous Access	Registered Public Access	Attorney	Attorney of Record (Override)	Self-Represented Litigant (Override)
Differences in access between AOR and SRL								
Criminal	Juvenile	PREJ	PREJ Pre Filing - Juvenile	N	N	Y	Y	N
Criminal	Juvenile	SD	SD Juvenile Diversion	N	N	Y	Y	N
Drug Court	Juvenile Drug Court	JDRUG	Juvenile Drug Court	N	N	Y	Y	N
Drug Court	Juvenile Drug Court	MHA	Mental Health Alternative	N	N	Y	Y	N
Family	Other Family	CHN5	CHN Confidential Change of Name	N	N	N	Y	N
Probate or Mental Health	Mental Health	ALT	ALT Alcohol/Drug Treatment	N	N	N	Y	N
Probate or Mental Health	Mental Health	MI	MI Mental Illness	N	N	N	Y	N
Probate or Mental Health	Mental Health	MIJ	MIJ Mental Illness - Juvenile	N	N	N	Y	N
Probate or Mental Health	Mental Health	MIO	MIO Mental Illness - Other Venue	N	N	N	Y	N

Access Case Type Role Right				Anonymous Access	Registered Public Access	Attorney	Attorney of Record (Override)	Self-Represented Litigant (Override)
Case Category	Base Case Type	Case Type Code	Case Type Description					
Criminal	Adult	ADL	ADL Criminal Adult	Y	Y	Y	Y	Y
Criminal	Adult	CLA	CLA Criminal Lower Court Appeal	Y	Y	Y	Y	Y
Criminal	Adult	CONVCR	Conversion - CR	Y	Y	Y	Y	Y
Criminal	Adult	EXT	EXT Extradition	Y	Y	Y	Y	Y
Criminal	Adult	MAT	MAT Material Witness Out of State	Y	Y	Y	Y	Y
Criminal	Adult	PRE	PRE Pre Filing - Adult	N	Y	Y	Y	Y
Criminal	Adult	REG	Registration	Y	Y	Y	Y	Y
Criminal	Juvenile	CVI	CVI Civil Infraction	N	Y	Y	Y	Y
Criminal	Juvenile	JUV	JUV Juvenile Offender	N	Y	Y	Y	Y
Criminal	Juvenile	PREJ	PREJ Pre Filing - Juvenile	N	N	Y	Y	N
Criminal	Juvenile	SD	SD Juvenile Diversion	N	N	Y	Y	N
Criminal	Juvenile	TSN	TSN Transfer for Sentencing - Juvenile Offender get same as offender	N	Y	Y	Y	Y
Criminal	Juvenile	TSV	TSV Transfer for Supervision - Juvenile Offender same as offender	N	Y	Y	Y	Y
Civil	Contracts, Torts, Da	COL	COL Collection	Y	Y	Y	Y	Y
Civil	Contracts, Torts, Da	COM	COM Commercial	Y	Y	Y	Y	Y
Civil	Contracts, Torts, Da	MAL	MAL Other Malpractice	Y	Y	Y	Y	Y
Civil	Contracts, Torts, Da	MED	MED Medical Malpractice	Y	Y	Y	Y	Y
Civil	Contracts, Torts, Da	PIN	PIN Personal Injury	Y	Y	Y	Y	Y
Civil	Contracts, Torts, Da	PRG	PRG Property Damage - Gangs	Y	Y	Y	Y	Y
Civil	Contracts, Torts, Da	PRP	PRP Property Damages	Y	Y	Y	Y	Y
Civil	Contracts, Torts, Da	TMV	TMV Tort - Motor Vehicle	Y	Y	Y	Y	Y
Civil	Contracts, Torts, Da	TTO	TTO Tort - Other	Y	Y	Y	Y	Y

Civil	Contracts, Torts, Da	VVT	VVT Victims of Motor Vehicle Theft - Civil Action	Y	Y	Y	Y	Y
Civil	Contracts, Torts, Da	WDE	WDE Wrongful Death	Y	Y	Y	Y	Y
Civil	Other Civil	ABJ	ABJ Abstract of Judgment	Y	Y	Y	Y	Y
Civil	Other Civil	ALR	ALR Administrative Law Review	Y	Y	Y	Y	Y
Civil	Other Civil	CHN2	CHN Non-Confidential Change of Name	Y	Y	Y	Y	Y
Civil	Other Civil	CHV	Change of Venue	Y	Y	Y	Y	Y
Civil	Other Civil	CONVCV	Conversion - CV	Y	Y	Y	Y	Y
Civil	Other Civil	DOL	DOL Appeal Licensing Revocation	Y	Y	Y	Y	Y
Civil	Other Civil	DVP	DVP Domestic Violence	Y	Y	Y	Y	Y
Civil	Other Civil	EOM	EOM Emancipation of Minor	Y	Y	Y	Y	Y
Civil	Other Civil	EXPC	Expunged Civil Legacy Case	Y	Y	Y	Y	Y
Civil	Other Civil	FJU2	FJU Foreign Judgment	Y	Y	Y	Y	Y
Civil	Other Civil	FOR	FOR Foreclosure	Y	Y	Y	Y	Y
Civil	Other Civil	FPO	FPO Foreign Protection Order	Y	Y	Y	Y	Y
Civil	Other Civil	HAR	HAR Unlawful Harassment	Y	Y	Y	Y	Y
Civil	Other Civil	HTO	Habitual Traffic Offender	Y	Y	Y	Y	Y
Civil	Other Civil	INJ	INJ Injunction	Y	Y	Y	Y	Y
Civil	Other Civil	INT	INT Interpleader	Y	Y	Y	Y	Y
Civil	Other Civil	LCA	LCA Lower Court Appeal - Civil	Y	Y	Y	Y	Y
Civil	Other Civil	LCI	LCI Lower Court Appeal - Infractions	Y	Y	Y	Y	Y
Civil	Other Civil	LUPA	LUPA Land Use Petition Act	Y	Y	Y	Y	Y
Civil	Other Civil	MHA	MHA Malicious Harassment	Y	Y	Y	Y	Y
Civil	Other Civil	MJU	Money Judgment	Y	Y	Y	Y	Y
Civil	Other Civil	MSC2	MSC2 Miscellaneous - Civil	Y	Y	Y	Y	Y
Civil	Other Civil	MST2	MST Minor Settlement - Civil	Y	Y	Y	Y	Y
Civil	Other Civil	MV1	Motor Vehicle Personal Injury	Y	Y	Y	Y	Y
Civil	Other Civil	PCC	PCC Petition for Civil Commitment	Y	Y	Y	Y	Y
Civil	Other Civil	PFA	PFA Property Fairness Act	Y	Y	Y	Y	Y
Civil	Other Civil	POD	Other Damages	Y	Y	Y	Y	Y
Civil	Other Civil	PRA	PRA Public Records Act	Y	Y	Y	Y	Y

Civil	Other Civil	PREPO	Initiation Protection Order Petition	Y	Y	Y	Y	Y
Civil	Other Civil	RCP	RCP Reciprocal	Y	Y	Y	Y	Y
Civil	Other Civil	RDR	RDR Relief from Duty to Register	Y	Y	Y	Y	Y
Civil	Other Civil	RFR	RFR Restoration of Firearm Rights	Y	Y	Y	Y	Y
Civil	Other Civil	SDR	SDR School District-Required Action Plan	Y	Y	Y	Y	Y
Civil	Other Civil	SPC	SPC Seizure of Property from Commission of a Crime	Y	Y	Y	Y	Y
Civil	Other Civil	SPR	SPR Seizure of Property Resulting from a Crime	Y	Y	Y	Y	Y
Civil	Other Civil	STK	STK Stalking Protection	Y	Y	Y	Y	Y
Civil	Other Civil	SXP	SXP Sexual Assault Protection	Y	Y	Y	Y	Y
Civil	Other Civil	TAX	Tax Warrants	Y	Y	Y	Y	Y
Civil	Other Civil	TAXDOL	TAX Licensing Tax Warrant	Y	Y	Y	Y	Y
Civil	Other Civil	TAXDOR	TAX Revenue Tax Warrant	Y	Y	Y	Y	Y
Civil	Other Civil	TAXESD	TAX Employment Security Tax Warrant	Y	Y	Y	Y	Y
Civil	Other Civil	TAXLI	TAX L & I Tax Warrant	Y	Y	Y	Y	Y
Civil	Other Civil	TRJ	TRJ Transcript of Judgment	Y	Y	Y	Y	Y
Civil	Other Civil	UNDCOM	UND Commercial Unlawful Detainer	Y	Y	Y	Y	Y
Civil	Other Civil	UNDRES	UND Residential Unlawful Detainer	Y	Y	Y	Y	Y
Civil	Other Civil	VAP	VAP Vulnerable Adult Protection Order	Y	Y	Y	Y	Y
Civil	Other Civil	WHC	WHC Writ of Habeas Corpus	Y	Y	Y	Y	Y
Civil	Other Civil	WMW	WMW Miscellaneous Writs	Y	Y	Y	Y	Y
Civil	Other Civil	WRC	Writ Of Certiorari	Y	Y	Y	Y	Y
Civil	Other Civil	WRM	WRM Writ of Mandamus	Y	Y	Y	Y	Y
Civil	Other Civil	WRR	WRR Writ of Restitution	Y	Y	Y	Y	Y
Civil	Other Civil	WRV	WRV Writ of Review	Y	Y	Y	Y	Y
Civil	Tax Suits or Condem	CON	CON Condemnation	Y	Y	Y	Y	Y
Civil	Tax Suits or Condem	QTI	QTI Quiet Title	Y	Y	Y	Y	Y
Civil	Tax Suits or Condem	TXF	TXF Tax Foreclosure	Y	Y	Y	Y	Y

Civil	Tax Suits or Condem	UND	Unlawful Detainer	Y	Y	Y	Y	Y
Drug Court	Drug Court	ADRUG	Adult Drug Court need statutes for these	Y	Y	Y	Y	Y
Drug Court	Drug Court	DUI	DUI Court	Y	Y	Y	Y	Y
Drug Court	Drug Court	FTC	Family Treatment Court	Y	Y	Y	Y	Y
Drug Court	Juvenile Drug Court	JDRUG	Juvenile Drug Court	N	N	Y	Y	N
Drug Court	Juvenile Drug Court	MHA ??	Mental Health Alternative	N	N	Y	Y	N
Family	Adoption	ADP	ADP Adoption	N	N	N	Y	Y
Family	Adoption	MSC5	MSC5 Miscellaneous - Adoption	N	N	N	Y	Y
Family	Adoption	PPR	PPR Initial Pre-Placement Report	N	N	N	Y	Y
Family	Adoption	RA	Relinquishment/Adoption	N	N	N	Y	Y
Family	Divorce	CIR	CIR Committed Intimate Relationship	Y	Y	Y	Y	Y
Family	Divorce	DIC	DIC Dissolution of Marriage with Children	Y	Y	Y	Y	Y
Family	Divorce	DIN	DIN Dissolution of Marriage with no Children	Y	Y	Y	Y	Y
Family	Divorce	DIS	Dissolution	Y	Y	Y	Y	Y
Family	Divorce	DPC	DPC Dissolution of Domestic Partnership with Children	Y	Y	Y	Y	Y
Family	Divorce	DPN	DPN Dissolution of Domestic Partnership-No Children	Y	Y	Y	Y	Y
Family	Divorce	INP	INP Invalidity - Domestic Partnership	Y	Y	Y	Y	Y
Family	Divorce	INV	INV Annulment - Invalidity	Y	Y	Y	Y	Y
Family	Divorce	SEP	SEP Legal Separation	Y	Y	Y	Y	Y
Family	Divorce	SPD	SPD Legal Separation - Domestic Partnership	Y	Y	Y	Y	Y
Family	Other Family	CHN5	CHN Confidential Change of Name	N	N	N	Y	N
Family	Other Family	CUS	CUS Child Custody	Y	Y	Y	Y	Y
Family	Other Family	FIL	Filiation	Y	Y	Y	Y	Y
Family	Other Family	FJU3	FJU Foreign Judgment - Domestic	Y	Y	Y	Y	Y
Family	Other Family	MER	Meretricious Relationship	Y	Y	Y	Y	Y
Family	Other Family	MOD3	MOD3 Domestic Modification	Y	Y	Y	Y	Y

Family	Other Family	MSC3	MSC3 Miscellaneous - Domestic	Y	Y	Y	Y	Y
Family	Other Family	MWA	MWA Mandatory Wage Assignment	Y	Y	Y	Y	Y
Family	Other Family	OSC	OSC Out-of-State Child Custody	Y	Y	Y	Y	Y
Family	Parent/Child Relatio	PREDEP	Pre-Filed Juvenile Dependency (testing - obsolete)	N	N	N	Y	Y
Family	Paternity	REL	REL Relinquishment	N	N	N	Y	Y
Family	Other Family	RIC	RIC Reciprocal, Respondent In- County	Y	Y	Y	Y	Y
Family	Other Family	RIS	Reciprocal, In-State	Y	Y	Y	Y	Y
Family	Other Family	ROC	ROC Reciprocal, Respondent Out-of- County	Y	Y	Y	Y	Y
Family	Other Family	ROS	Reciprocal, Out-of- State	Y	Y	Y	Y	Y
Family	Other Family	RPR	RPR Reinstatement of Parental Rights	N	N	N	Y	Y
Family	Other Family	RVS	RVS Relative Visitation	N	N	N	Y	Y
Family	Parent/Child Relatio	TER7	TER7 Termination of Parental Rights - Dependency	N	N	N	Y	Y
Family	Other Family	TRU	TRU Truancy	N	N	N	Y	Y
Family	Parent/Child Relatio	ARP	Alternative Residential Placement	N	N	N	Y	Y
Family	Parent/Child Relatio	ARY	ARY At-Risk Youth	N	N	N	Y	Y
Family	Parent/Child Relatio	CNS	CNS Child in Need of Services	N	N	N	Y	Y
Family	Other Family	DDP	DDP Developmental Disability	N	N	N	Y	Y
Family	Parent/Child Relatio	DEP	DEP Dependency	N	N	N	Y	Y
Family	Parent/Child Relatio	EFC	EFC Extended Foster Care Services	N	N	N	Y	Y
Family	Parent/Child Relatio	GFC	GFC Guardianship Foster Children	N	N	N	Y	Y
Family	Parent/Child Relatio	TA	Termination/Adopti on	N	N	N	Y	Y
Family	Paternity	MOD5	MOD5 Parentage Modification	N	N	N	Y	Y
Family	Paternity	PAT	PAT Parentage - Parental Determination	N	N	N	Y	Y
Family	Paternity	PUR	PUR Parentage (URES/UISA)	N	N	N	Y	Y
Family	Paternity	TER5	TER5 Termination of Parental Rights - Parentage	N	N	N	Y	Y

Family	Support	MDS	MDS Modification Support Only	Y	Y	Y	Y	Y
Family	Support	PPS	PPS Parenting Plan/Child Support	Y	Y	Y	Y	Y
Probate or Mental Health	Guardianship (Probate)	GDE	GDE Guardianship of the Estate	Y	Y	Y	Y	Y
Probate or Mental Health	Guardianship (Probate)	GDN	GDN Guardianship	Y	Y	Y	Y	Y
Probate or Mental Health	Guardianship (Probate)	GDP	GDP Guardianship of the Person	Y	Y	Y	Y	Y
Probate or Mental Health	Guardianship (Probate)	LGD	LGD Limited Guardianship	Y	Y	Y	Y	Y
Probate or Mental Health	Guardianship (Probate)	LGE	LGE Limited Guardianship of the Estate	Y	Y	Y	Y	Y
Probate or Mental Health	Guardianship (Probate)	LGP	LGP Limited Guardianship of the Person	Y	Y	Y	Y	Y
Probate or Mental Health	Guardianship (Probate)	MGD	MGD Minor Guardianship	Y	Y	Y	Y	Y
Probate or Mental Health	Mental Health	ALT	ALT Alcohol/Drug Treatment	N	N	N	Y	N
Probate or Mental Health	Mental Health	MI	MI Mental Illness	N	N	N	Y	N
Probate or Mental Health	Mental Health	MIJ	MIJ Mental Illness - Juvenile	N	N	N	Y	N
Probate or Mental Health	Mental Health	MIO	MIO Mental Illness - Other Venue	N	N	N	Y	N
Probate or Mental Health	Probate	ABS	ABS Absentee	Y	Y	Y	Y	Y
Probate or Mental Health	Probate	DSC	DSC Disclaimer	Y	Y	Y	Y	Y
Probate or Mental Health	Probate	EST	EST Estate	Y	Y	Y	Y	Y
Probate or Mental Health	Probate	EXPP	Expunged Probate or Mental Health Legacy Case	Y	Y	Y	Y	Y
Probate or Mental Health	Probate	FNW	FNW Foreign Will	Y	Y	Y	Y	Y
Probate or Mental Health	Probate	GE	GE Guardian/Estate	Y	Y	Y	Y	Y
Probate or Mental Health	Probate	MSC4	MSC4 Miscellaneous - Probate	Y	Y	Y	Y	Y

Probate or Mental Health	Probate	MST4	MST Minor Settlement - Probate	Y	Y	Y	Y	Y
Probate or Mental Health	Probate	NNC	NNC Non-Probate Notice To Creditor	Y	Y	Y	Y	Y
Probate or Mental Health	Probate	SWR	SWR Sealed Will Repository	Y	Y	Y	Y	Y
Probate or Mental Health	Probate	TDR	TDR Trust/Estate Dispute Resolution	Y	Y	Y	Y	Y
Probate or Mental Health	Probate	TRS	TRS Trust	Y	Y	Y	Y	Y
Probate or Mental Health	Probate	WLL	WLL Will Only	Y	Y	Y	Y	Y
Pre-Trial Supervision	Pre-Trial Supervisor	PRT	Pre-Trial	N	N	N	Y	Y

8. Public Index Contracts



June 23, 2017

TO: JISC Data Dissemination Committee

FROM: Stephanie Happold, AOC Data Dissemination Administrator

RE: Raising Public Index Fees and Amending Contract Language

The Administrative Office of the Courts (AOC) would like to raise the annual fees for each public index subscription it offers. For PSCI, CLJCRIM, and CLJCIV indexes, the increase would be from \$1800 to \$3600. For SINDEXT, it would be from \$840 to \$1680, and for the probate index it would be from \$600 to \$1200. Reasons for these increases are in anticipation of providing the data on a weekly basis instead of quarterly or monthly, the amount of staff time used in managing and maintaining these indexes, and the rate amounts have not been reviewed since 2001 when they were first set.

Though the judicial branch does not adhere to the Fiscal Growth Factor (FGF), AOC still used it in assessing the proposed rates. The FGF is a quasi-inflation rate used by the Legislature to assess increases in fees. When applying the FGF to the amounts proposed, they all fall within the calculation.

The AOC also would like the Committee to review the language in section 9 of the public index contracts pursuant to court rule GR 31(g)(1).¹ The Committee recently directed AOC to include the existence of sealed adult cases in the JABS DCH public tab. Currently, section 9.1 of all the public index contracts requires subscribers to remove cases that are sealed. As the contracts have not been reviewed by the Committee since 2005, this may be a good time to amend that section if needed.

¹ GR 31(g)(1) states: A dissemination contract and disclaimer approved by the JIS Committee for JIS records or a dissemination contract and disclaimer approved by the court clerk for local records must accompany all bulk distribution of court records.

State of Washington

Administrative Office of the Courts

DATA TRANSFER SUBSCRIPTION

AND

LICENSING AGREEMENT

FOR

PUBLIC SCOMIS CRIMINAL INDEX

State of Washington
Administrative Office of the Courts

**DATA TRANSFER SUBSCRIPTION
AND
LICENSING AGREEMENT**

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

DATA TRANSFER SUBSCRIPTION AND LICENSING AGREEMENT
Public SCOMIS Criminal Index

This Agreement is entered into by and between the Administrative Office of the Courts, an office of the Judicial Branch of the Washington State government, hereinafter referred to as the "AOC" and Licensee's _____ or "Licensee." The _____ address _____ is _____.

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

1. **PURPOSE:** The purpose of this Agreement is to establish the terms and conditions under which the AOC agrees to transfer to the Licensee, on a subscription basis, data files containing the Public SCOMIS Criminal Index in print image format ("Index") and to grant the Licensee a license for use of the Index.
2. **DEFINITIONS:** As used throughout this Agreement, the following terms shall have the meanings set forth below:
 - 2.1 "AOC" shall mean the Administrative Office of the Courts of the State of Washington, any division, section, office, unit, or other entity of the AOC, or any of the officers, other officials, employees, volunteers, or others acting as representatives lawfully representing the AOC.
 - 2.2 "Court" shall mean the Washington State Supreme Court, any division, section, office, unit, or other entity of the Court, or any of the officers, other officials, employees, volunteers, or others acting as representatives lawfully representing the Court.
 - 2.3 "Licensee" shall include all officers, employees, and agents of the Licensee.
 - 2.4 "Data" shall include any computer readable copies of the Index and any computer readable copies of any data provided to the Licensee.
 - 2.5 "Information" shall mean material provided by the AOC in any format, including reports.
 - 2.6 "Subscriber" shall mean a client of Licensee to whom information and/or data is given on a case-by-case basis.
3. **APPLICATION FOR SUBSCRIPTION:** The Licensee has submitted a written Subscription Application (application) to the AOC, a copy of which is attached as Exhibit A and is incorporated by reference as part of this Agreement. The Licensee warrants the information in the application is correct and the Licensee will use the Index solely for the purposes set forth in the application.
4. **GRANT OF LICENSE:** The AOC hereby grants a non-exclusive license to the Licensee for the use of the Index and the data contained in it and to distribute such data to its subscribers subject to said terms and conditions contained herein.
5. **SUBSCRIPTION:** The AOC will provide the Licensee with the Index on a subscription basis. As long as this Agreement remains in effect the AOC will provide the Index according to the following schedule:

Five year FTP file updated quarterly (January, April, July, and October)
6. **TERM AND EFFECTIVE DATE OF AGREEMENT:**
 - 6.1 The initial term of this Agreement is from the date of its execution by the AOC through December 31 of the current year, unless sooner terminated as provided herein.

- 6.2 This Agreement automatically extends for successive six-month periods unless either of the parties notifies the other in writing, electronic mail being sufficient, at least 30 days prior to the automatic renewal date that they wish to terminate the Agreement.
- 6.3 The Agreement may be terminated in accordance with the provisions of Subsections [25.16.1](#), [25.16.2](#), and [25.16.3](#) below.

7. **BASIC TRANSACTION:** This Agreement sets forth the responsibilities of the parties, costs, and the terms and conditions under which the Index will be provided.

7.1 **RESPONSIBILITIES OF THE AOC:** The AOC shall:

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

7.2 **RESPONSIBILITIES OF THE LICENSEE:** The Licensee shall:

- 7.2.1 Comply with the provisions of this Agreement and all of the terms and conditions contained herein or attached hereto.
- 7.2.2 Make payments to the AOC pursuant to the provisions of Subsections [8.1](#) and [8.2](#) below.
- 7.2.3 Establish written procedures which shall describe the process the Licensee uses to meet the terms and conditions of this section of the Agreement.
- 7.2.4 Recognize and hereby acknowledge that the user identifiers and passwords, if any, supplied by the AOC to the Licensee are the confidential property of the AOC, subject to the proprietary rights of the AOC, and agrees to hold such user identifiers and passwords, if any, in the strictest confidence. The Licensee further agrees to exercise at all times the same care with respect to the user identifiers and passwords, if any, or any other materials or information provided hereunder by the AOC as the Licensee would exercise in the protection of the Licensee's own confidential information or property and to not release or disclose it to any other party except with the written consent of the AOC.
- 7.2.5 Provide the AOC with access at no charge to any database created using information from the FTP file provided hereunder for the purpose of monitoring and auditing contract compliance.
- 7.2.6 Replace, whenever a quarterly update becomes available, any automated files it maintains which contain Index information with the information from most recent quarterly FTP files.
- 7.2.7 Return to the AOC or destroy any information and data provided by the AOC under this Agreement in any form, held by the Licensee or any officer, employee or agent of the Licensee on the date and to the extent specified in the notice of termination or at the expiration of the Agreement.

8. **COSTS:**

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

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

- 9.1 Sealed and otherwise restricted cases: The Licensee agrees to remove from its files cases sealed (or otherwise restricted) after their appearance in data files provided to the Licensee. The data provided to the Licensee will contain transactions identifying the cases that are to be removed.
- 9.2 Dispositions: The Licensee agrees to update promptly all cases when disposition information is received.
- 9.3 Cases amendments: The Licensee agrees to update in its files cases where the charge is amended after their first appearance in data files provided to the Licensee. The data provided to the Licensee will contain transactions identifying the cases that are to be amended. The Licensee agrees that its

files will contain only the most current charges.

10. RESTRICTIONS ON THE USE OF INFORMATION AND DATA PROVIDED UNDER THIS AGREEMENT:

- 10.1** The information and data provided to the Licensee under this Agreement is subject to the restrictions contained in Subsection [7.2.6](#) and Section [9](#) above relating to data scrubbing and update requirements.
- 10.2** The Licensee is responsible for ensuring that access and use of the data by its subscribers is conducted in a proper and legal manner and that access is available only to authorized subscribers.
- 10.3** To the extent that the data being accessed is covered by other laws, statutes, court rules, and administrative rules and regulations which restrict access to and use of such information and data, the restrictions contained in such laws, statutes, court rules, and administrative rules and regulations shall apply to the data accessed under this Agreement.
- 10.4** Any exceptions, revisions, or waivers to these limitations requested by the Licensee must be approved in writing by the AOC and received by the Licensee prior to the requested use or dissemination of the information and data received under this Agreement.

11. LICENSEE SUBSCRIBER PROVISIONS:

- 11.1** Licensee shall establish procedures for screening and qualifying potential subscribers.
- 11.2** The Licensee shall verify the identification of its potential subscribers to the Licensee's satisfaction, obtain proof from each potential subscriber sufficient to demonstrate to the Licensee's satisfaction that the potential subscriber is the type of entity the potential subscriber claims to be, and obtain a certification from the potential subscriber stating that the potential subscriber will use the information only for those purposes allowed by law and under the subscriber agreement. The Licensee shall maintain a record of these facts for a period of not less than six years from the latest date the Licensee disclosed information to the subscriber and shall provide such record to the AOC upon request.
- 11.3** Licensee will enter a written subscriber agreement with each of its subscribers. Such agreements shall specifically detail the access that the subscriber will have to the Licensee's database, detail authorized uses of the data accessed, condition access to authorized use, and include a provision for immediate termination of the agreement in the event of improper use by the subscriber of the data which the subscriber has been authorized to access.
- 11.4** The Licensee agrees to provide a list of the Licensee's subscribers to the AOC upon request by the AOC.

- 12. DISCLOSURE REQUIREMENTS:** When the information and data covered by this Agreement is provided in any form by the Licensee to a subscriber, customer, client, or other third party, the Licensee hereby agrees to provide each such subscriber, customer, client, or other third party with the information contained in the DISCLAIMER OF WARRANTIES and LIMITATION OF LIABILITY sections of this Agreement. At a minimum, the Licensee will ensure that a statement is displayed or provided to each such subscriber, customer, client, or other third party at the time of each transaction which states:

The information or data provided is based on information obtained from the courts as of the period of time covered by the quarterly update. The Administrative Office of the Courts and the Washington Courts: 1) do not warrant that the information is accurate or complete except for court purposes; 2) make no representations regarding the identity of any persons whose names appear in the Index; and 3) deny liability for any damages resulting from the release or use of the data. To verify the information, the user should personally consult the "official" record reposing at the court of record.

13. AUDITS:

- 13.1** The AOC may, at its discretion, perform audits of the Licensee to verify compliance with the terms and conditions of this Agreement and the appropriate use of the data provided by the AOC.
- 13.2** The Licensee shall include provisions in the agreements that the Licensee enters with its subscribers that the Licensee may perform an audit of the subscriber to verify appropriate use of the data provided by the AOC. Such provisions shall authorize the Licensee to: i) conduct random audits of subscribers; (ii) conduct audits of specific customers at any time the Licensee has reason to believe

that the subscriber is violating any of the terms of the subscriber agreement; or (iii) if the AOC requests an audit for any reason.

- 13.3** Failure of the Licensee: to include audit provisions in its subscriber agreements, to conduct random audits, to conduct specific audits when there is evidence of a violation of the terms of the subscriber agreement, or when requested by the AOC may result in the immediate termination, without notice, of this Agreement.

14. COOPERATION WITH AOC AND PROSECUTORIAL AUTHORITIES:

14.1 The Licensee agrees to cooperate with the AOC and other authorities authorized by law in any audit that is conducted of the Licensee or any of the Licensee's subscribers.

14.2 The Licensee agrees to cooperate fully with prosecutorial authorities in any action brought against the Licensee or any of the Licensee's subscribers relating to the reproduction, distribution, dissemination, or other use of the information and data provided by the AOC under this Agreement. PROVIDED, that nothing in this provision limits or abridges the Licensee's constitutional rights against self-incrimination.

14.3 Failure to cooperate with prosecutorial authorities may result in the immediate termination, without notice, of this Agreement.

- 15. CONTRACT COMPLIANCE MONITORING AND AUDITING:** The Licensee agrees that the AOC may include "control" or "salted" data as a portion of the provided information as a means to ensure that any personally-identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner. Furthermore the Licensee agrees to allow the AOC to perform audits, at its discretion, to detect the unauthorized removal of control data or the warehousing of stale-dated information subsequently expunged, restricted, or amended by the AOC.

16. COMPLIANCE WITH AUTHORITIES:

16.1 During the term of this Agreement, the Licensee shall comply with all current, or as subsequently amended state and federal laws, court rules, administrative regulations and policies governing, regulating, and/or relating to the dissemination of information and data, to privacy, and to the confidentiality of the information and data provided by the AOC under this Agreement.

16.2 In the event of the Licensee's noncompliance or refusal to comply with any such state and federal laws, court rules, administrative regulations and policies, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Licensee may be declared ineligible for further agreements with the AOC.

- 17. RESALE OF DATA:** The Licensee shall not reproduce or distribute or disseminate the transferred database files in bulk but only in response to an individual record inquiry. "In bulk" shall include, but is not limited to, via multiple record or on CD-ROM or other electronic or optical media.

- 18. RIGHTS AND INTEREST:** The Licensee shall not gain any proprietary right to or interest in any information and data provided by the AOC as a result of this Agreement. Any rights or interest, or any portion thereof, derived by the Licensee under this Agreement are personal to it and may not be transferred, assigned, or sold for any purpose whatsoever to any person, corporation, partnership, association, or organization of any kind.

- 19. CHANGES RELATING TO INFORMATION AND DATA:** The AOC specifically reserves the right, at its sole discretion, to make any changes it deems appropriate relating to the information and data provided under this Agreement at any time and without prior notice. Such changes include, but are not limited to: altering the character and format of the information and data, changing the production media, and/or modifying the production schedule. If such changes are made, the AOC will notify the Licensee as soon as is practical.

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

21. DISCLAIMER OF WARRANTIES:

- 21.1 THE AOC PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO INFORMATION OR DATA PROVIDED UNDER THIS AGREEMENT.
- 21.2 THE AOC PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, THAT THE INFORMATION OR DATA PROVIDED IS ACCURATE, CURRENT, CORRECT, OR COMPLETE. IT IS EXPRESSLY UNDERSTOOD BY THE PARTIES THAT IT IS THE RESPONSIBILITY OF THE LICENSEE AND/OR ITS CUSTOMERS, CLIENTS, OR OTHER THIRD PARTIES TO WHOM THE INFORMATION AND DATA WAS SUPPLIED TO VERIFY INFORMATION OR DATA OBTAINED UNDER THIS AGREEMENT WITH OFFICIAL COURT INFORMATION REPOSING AT THE COURT OF RECORD.

22. LIMITATION OF LIABILITY: THE LICENSEE ACKNOWLEDGES AND ACCEPTS THAT ALL INFORMATION AND DATA PROVIDED UNDER THIS AGREEMENT IS PROVIDED ON AN AS IS BASIS AND THAT THE INFORMATION AND DATA MAY BE SUBJECT TO ERROR OR OMISSION AND THEREFORE AGREES THAT AOC SHALL NOT BE RESPONSIBLE NOR LIABLE IN ANY WAY WHATSOEVER FOR THE VALIDITY OF ANY DATA PROVIDED OR FOR THE USE OF THE INFORMATION AND DATA PROVIDED. SPECIFICALLY:

- 22.1 THE AOC SHALL NOT BE LIABLE FOR ANY DEMAND OR CLAIM, REGARDLESS OF FORM OF ACTION, FOR ANY DAMAGES RESULTING FROM THE USE BY THE LICENSEE OF ANY INFORMATION OR DATA PROVIDED UNDER THIS AGREEMENT.
- 22.2 THE AOC SHALL NOT BE LIABLE FOR ANY DEMAND OR CLAIM, REGARDLESS OF FORM OF ACTION, FOR ANY DAMAGES ARISING FROM INCORRECT OR INCOMPLETE INFORMATION OR DATA PROVIDED UNDER THIS AGREEMENT.
- 22.3 THE AOC SHALL NOT BE LIABLE TO THE LICENSEE OR ANY OTHER PARTY FOR ANY LOSS, INCLUDING REVENUE, PROFITS, TIME, GOODWILL, COMPUTER TIME, DESTRUCTION, DAMAGE OR LOSS OF DATA, OR ANY OTHER INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGE WHICH MAY ARISE FROM THE USE, OPERATION, OR MODIFICATION OF DATA PROVIDED UNDER THIS AGREEMENT.

23. INDEMNIFICATION: The Licensee hereby agrees to defend, indemnify, and hold harmless the AOC, its employees, and the State of Washington from all loss, risk of loss, and damages (including expenses, costs, and attorney fees) sustained or incurred because of or by reason of any claims, demands, suits, actions, judgments, or executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to any use made of the information or data obtained under this Agreement.

24. INSURANCE: The Licensee shall, at his or her own expense, maintain, for the duration of this Agreement, liability insurance sufficient to fulfill its responsibilities under Section [23](#) above.

- 24.1 Such insurance must have limits of not less than one million dollars each occurrence and two million dollars general aggregate. The insurance shall cover liability arising out of any use made by the Licensee of the information or data obtained under this Agreement and shall contain separation of insured's (cross liability) provisions.
- 24.2 The State of Washington, the AOC, its elected and appointed officials, agents, and employees shall be named as additional insured on said policy.
- 24.3 The Licensee shall furnish evidence in the form of a Certificate of Insurance satisfactory to the AOC that insurance has been secured. Failure to provide proof of insurance as required or the lapsing or cancellation of such insurance coverage will result in termination of the Agreement.

25. GENERAL TERMS AND CONDITIONS:

- 25.1 **ALTERATIONS AND AMENDMENTS:** This Agreement may be amended by the AOC at any time

by sending notice to Licensee.

- 25.2 ASSIGNMENT:** The Licensee may not transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Licensee under this Agreement; nor (iii) any claim arising under this Agreement.
- 25.3 DISPUTES:** Except as otherwise provided in this Agreement, when a bona fide dispute concerning a question of fact arises between the AOC and the Licensee, and it cannot be resolved, either party may take the dispute to the Judicial Information System Data Dissemination Subcommittee. The initiating party shall reduce its description of the dispute to writing and deliver it to the other party. The other shall write a response, and the matter shall be scheduled to be heard by the Data Dissemination Subcommittee. Both parties agree to exercise good faith in dispute resolution and to avoid litigation whenever possible.
- 25.4 ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous discussions and agreements. Understandings, representations, or warranties not contained in this Agreement or a written amendment hereto shall not be binding on either party.
- 25.5 GOVERNING LAW:** This Agreement shall be governed in all respects by the laws and statutes of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington. The Licensee, by execution of this Agreement, acknowledges and agrees to the jurisdiction of the courts of the State of Washington in all matters relating to this Agreement.
- 25.6 HEADINGS:** The headings and table of contents used herein are for reference and convenience only and shall not enter into the interpretation hereof unless otherwise specified herein. In the interpretation of this Agreement, the terms and conditions shall be construed to be complementary.
- 25.7 CONFLICTS OF AUTHORITY:** If any provision of this Agreement shall be deemed in conflict with any statute or rule of law, such provision shall be deemed modified to conform to said statute or rule of law.
- 25.8 INDEPENDENT STATUS OF PARTIES:** The parties to this Agreement will be acting in their individual capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.
- 25.9 NON-EXCLUSIVITY:** This Agreement is non-exclusive. During the term of this Agreement, the AOC reserves the right to enter into agreements with other parties as it deems fit. Nothing contained in this Agreement shall be construed to limit in any way the AOC's right to enter a like or similar agreement or grant a like or similar license to any other entity or party on such terms as the AOC may in its sole discretion deem appropriate.
- 25.10 NOTICES:** Any notice required or permitted to be given under this Agreement shall be effective if and only if it is in writing. Notice must be given by personal delivery or sent by United States mail; mail to the Licensee must be sent to Licensee's address as set forth in this Agreement and mail to the AOC must be sent to the Data Dissemination Administrator, Administrative Office of the Courts, 1206 Quince Street SE, PO Box 41170, Olympia, WA 98504-1170, or to such other address as each party has notified the other in writing.
- 25.11 RECORDS MAINTENANCE:** The Licensee will retain all books, records, documents, and other materials relevant to this Agreement, including records of all recipients of information obtained from the Licensee, for six years after termination of this Agreement and make them available at all reasonable times to inspection, review, or audit by personnel authorized by the AOC, the Office of the State Auditor, federal officials and other officials so authorized by law.
- 25.12 SAVINGS:** In the event that after the effective date of this Agreement and prior to normal completion, funding from state, federal, or other sources is withdrawn, reduced, or limited in any way, the AOC may terminate the Agreement without cause upon 30 days written notice subject to renegotiation under those new funding or project limitations and conditions.
- 25.13 SEVERABILITY:** If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.
- 25.14 SUBCONTRACTING:** The Licensee shall not enter into subcontracts relating to this Agreement without obtaining prior written approval from the AOC.

25.15 SURVIVAL:

25.15.1 For as long as the Licensee continues to use any portion of the data provided under this Agreement, the Licensee must comply with the terms of this Agreement.

25.15.2 In addition, the provisions of Sections [21](#), [22](#), and [23](#) of this Agreement shall survive the termination of the Agreement.

25.16 TERMINATION:

25.16.1 General: This Agreement may be terminated without cause by either the AOC or the Licensee upon thirty (30) days written notice.

25.16.2 Termination for Cause: The Licensee accepts full responsibility and liability for any violations of this Agreement by the Licensee or any officer, employee, or agent of the Licensee and any such violation shall result in immediate termination by the AOC of all data and information provided to the Licensee or any officer, employee, or agent of the Licensee in any form and immediate forfeiture to the AOC of any AOC-provided data and information in any form held by the Licensee or any officer, employee, or agent of the Licensee. In such event, the Licensee shall be liable for damages as authorized by law.

25.16.3 Termination For Nonpayment: The AOC may immediately, without notice, terminate this Agreement for failure of the Licensee to pay an invoice outstanding longer than 30 days.

25.17 TERMINATION PROCEDURE: After receipt of notice of termination for failure to pay an invoice timely, and except as otherwise directed by the AOC, the Licensee shall:

25.17.1 Stop dissemination of any information and data provided by the AOC under this Agreement on the date and to the extent specified in the notice.

25.17.2 Return or destroy all information and data provided by the AOC as stated in Subsection [7.2.7](#).

25.18 WAIVER: No term or condition of this Agreement shall be held to be waived, modified, or deleted, and no breach excused, except by a written instrument signed by the parties hereto. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

26. SIGNATURES: The parties hereto, having read this Agreement in its entirety, do agree thereto in each and every particular.

ADMINISTRATIVE OFFICE OF THE COURTS

LICENSEE

Callie Dietz, Administrator

Signature/Title

DATE: _____

DATE: _____