

1. Meeting Minutes



JISC DATA DISSEMINATION COMMITTEE
Friday June 22, 2018 (8:30 a.m. – 9:30 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 J. Robert Leach, Chair
Judge John H. Hart (telephonically)
Ms. Barb Miner (telephonically)
Ms. Brooke Powell (telephonically)
Ms. Paulette Revoir (telephonically)
Judge David A. Svaren (telephonically)

Guests Present (telephonically)

Mark Cooke, ACLU
Jacob Kuykendall, King County Bar Association-VLS

Staff Present

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

Members Absent

Judge Jeannette Dalton
Judge G. Scott Marinella

0. Call to Order

Judge Leach called the June 22, 2018, Data Dissemination Committee meeting to order at 8:30 a.m.

1. April 27, 2018 Meeting Minutes

Ms. Miner moved to approve the April 27 meeting minutes as written. Ms. Revoir seconded the motion. All were in favor; no abstentions. The minutes were approved unanimously.

2. ACLU Data Request to Include Confidential Data Elements

Mark Cooke, the Policy Director for the ACLU of Washington Campaign for Smart Justice, presented the ACLU's recent request for updated court records. DDA Happold provided the following background:

The first time the ACLU requested this court data was in 2014, with subsequent requests in 2015 and 2016. For the 2016 request, the AOC provided information from sealed cases because the data was de-identified and the ACLU was conducting legitimate research for educational, scientific, and public purposes as described in GR 31(f)(1) and RCW 13.50.280. AOC based its decision on:

- the language in the court rule and statute;
- the provided data contained case and actor keys instead of case numbers and names;
- the work the ACLU was conducting with this information; and
- the ACLU's track record/reputation for protecting individual information.

In between the 2016 request and the current one, the DDC amended the JISC Data Dissemination Policy which now makes minors' dates of birth confidential. Even though

actor and case keys are used, AOC is bringing this request to the DDC for approval because it includes juvenile bulk case information, sealed juvenile and adult cases, gender and race identifiers, and confidential dates of birth.

Mr. Cooke stated that all reports generated by ACLU will be presented to AOC prior to publication as required by the agreement, and that the confidentiality of AOC data will be protected.

Judge Leach asked if the month and year of the minors' birthdates would be sufficient for the ACLU's needs. Committee members Ms. Miner, Ms. Revoir, and Ms. Powell voiced their support of this suggestion. Mr. Cooke stated that month and year would work for their needs. Judge Leach then asked for a motion on this request. Ms. Miner made a motion to approve the ACLU request with the modification that the date of birth for juveniles would be limited to month and year. Ms. Powell seconded. No one opposed and there were no abstentions. The motion passed. DDA Happold will be in touch with Mr. Cooke to continue the process.

3. King Co. Bar Association – Volunteer Legal Services request for a JIS-LINK level that provides JABS

Jacob Kuykendall from the King County Bar Association (KCBA) presented the request for an elevated JIS-LINK level that includes JABS for the new KCBA-Volunteer Legal Services Records Project. The project provides pro bono assistance with vacating criminal convictions for individuals in King County that are at or below the federal poverty level. The project needs JABS to view complete statewide court data. Mr. Kuykendall commented the only way to expand this program is to streamline the process of the investigation by allowing access to JABS information. It was asked what JIS-LINK access the KCBA currently has, and the response was level 1 public access. DDA Happold stated that this level does not include DCH or financial information, and they would need at least a level 20 JIS-LINK account, similar to the access granted to the Clark County Volunteer Lawyers Program in 2010. Mr. Kuykendall asked if it would be appropriate to have an account separate from the main KCBA account for this access. DDA Happold and the Committee members agreed that it should be a separate account from the main KCBA account. Judge Leach asked who would have access to the information. Mr. Kuykendall replied that it would only be three individuals on the team. Committee members recommended that a signed confidentiality agreement to maintain privacy of information would be required and monitored by a supervisor of the project. Mr. Kuykendall also agreed that either he or his supervisor would take responsibility for these individuals. Judge Leach asked if there was a motion on this request, and Ms. Revoir made a motion to grant KCBA's request for a level 20 JIS-LINK account for the project, under the same conditions as imposed on Clark County. Ms. Miner seconded. All were in favor, no one opposed, and there were no abstentions. The motion passed unanimously. DDA Happold contact Mr. Kuykendall with the JIS-LINK service paperwork.

4. New JIS-LINK Agreements

After the April 27 meeting, DDA Happold emailed the Committee members the proposed edits for review in preparation for this meeting. Using the JIS-LINK level 25 prosecutor agreement as a template, DDA Happold presented the new agreement language. New changes include requiring subscribers to create policies about employees' usage and

requiring annual signing of confidentiality agreements and statements of compliance. An additional edit was also proposed in Section 10, changing "...shall result in termination" to "...may result in termination". DDA Happold stated that any changes to the current prosecutor agreements will be made to all elevated JIS-LINK level agreements, both in new agreements and in amendments to existing agreements. This will include JIS-LINK service agreements with public defenders (both contracted, non-contracted, and those contracted with OPD), OCLA and any attorneys contracted with it, OPD, private investigators that are contracted with public defenders and conflict attorneys, tribal prosecutors, tribal public defenders, tribal courts, federal enforcement agencies, law enforcement, certified criminal justice agencies, and any state agency given elevated JIS-LINK access. Only the public level 1 JIS-LINK agreements are exempt from the new language. Judge Svaren made a motion to approve the revised JIS-LINK agreements. Ms. Miner seconded. All were in favor with none opposed or abstaining. The motion passed unanimously.

5. Public Index Contract Amendment

After the April 27 meeting, DDA Happold emailed the Committee members the proposed edits for review in preparation for this meeting. Using the Public SCOMIS Criminal index agreement as a template, DDA Happold presented the edits that were requested by the Committee. The Ongoing Data Scrubbing and Update Requirements section was amended to add the following:

If the Licensee does not include the existence of sealed adult cases in the reports it provides its Subscribers, the Licensee must accompany all Washington state court data with the disclaimer that not all information provided by AOC is being made available in the report.

This new language supported the Committee's position that licensees' reports were required to comport with Washington State Court Rule GR 15(c)(4) and (d) regarding the display of sealed cases. If the licensees did not follow the court rule, they had to add the disclaimer to the report. DDA Happold asked if the edits requiring the licensee to provide a disclaimer satisfied the concerns of the Committee. Members responded that it did.

The Case Amendments subsection was also amended to:

The Licensee agrees to update in its files cases where the charge is amended 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 case information.

Ms. Miner made a motion to adopt the contract as revised. Ms. Revoir seconded. All were in favor, with none opposed or abstaining. The motion passed unanimously. The edits will be applied to the Public Probate Index agreement (whatever section contains the original language), Public SCOMIS Criminal Contract Index agreement, the Public SCOMIS Index agreement (whatever section contains the original language), the Public Courts of Limited Jurisdiction Civil Index agreement (whatever section contains the original language), and the Public Courts of Limited Jurisdiction Criminal Index agreement (whatever section contains the original language). Current index agreements will also be amended.

6. Other Business

- **Seminar on Expunging and Sealing Cases**

Judge Leach and Ms. Miner are working on the seminar materials and they should be ready in July. Ms. Revoir will be included in their upcoming meetings.

- **AOC Update on Various Projects**

DDA Happold reported on the Odyssey expunge website. There is a resource issue with web services and this will be revisited in July. The Judgment Search webpage is in development and is expected to require approximately 80 hours to complete. The AOC maintenance legacy group is continuing to work on the JIS-LINK printing and QA availability is being sought. Once the IT schedule is confirmed, staff will begin to draft eservice answers and release notes about the upcoming changes.

- **Statement of Compliance Form Update**

A few compliance forms remain outstanding, but once courts are contacted, they are quick to submit.

- **Spokane County Request**

DDA Happold advised that a teleconference will need to be scheduled in July for a request from Spokane County, particularly the Office of Spokane Regional Justice and the courts, for access to all criminal history for a risk assessment tool that includes a daily auto-populate tool. Washington State University and a vendor are also working with Spokane County on this project. The request is similar to a prior one from Spokane County that the Committee heard in October 2016; however, this new one includes providing a vendor access. Judge Moreno submitted the request and will attend the teleconference to present it and answer any questions. Judge Leach asked DDA Happold to forward the request by email and a conference call will be scheduled.

[UPDATE: the teleconference was cancelled by Spokane County.]

7. Adjournment

The June 22, 2018 Data Dissemination Committee Meeting was adjourned at 9:12 a.m. The next posted DDC meeting will be on August 24, 2018, held at the Sea-Tac Office.

[UPDATE: the August meeting was canceled.]

2. Non-Court IT Personnel JIS Access Policy



October 26, 2018

TO: JISC Data Dissemination Committee
FROM: Stephanie Happold, AOC Data Dissemination Administrator
RE: Non-Court IT Personnel JIS Access Policy

Background

AOC staff originally brought this issue to the Committee in 2014. The agency was receiving increased requests from courts to give JIS access to non-court IT personnel, and asked the Committee for a policy on how to handle the access. During its June 24, 2014 meeting, the Committee decided that while it continued to discuss the matter, AOC was to provide temporary JIS RACFIDs that were limited to six months and did not extend to creating BOXI reports. The policy was then tabled. AOC staff is requesting a Committee review of the temporary policy in conjunction with JIS General Policy 4.1.9, as the temporary access is just being renewed every six months until a permanent solution is provided. Below are the Committee meeting minutes discussing the policy and applicable JIS General Policies. Questions to be discussed are:

- is the temporary exemption still needed?
- are there any other services the non-court IT personnel provide courts/county clerks that are not described in JIS General Policy 4.1.9?
- is the 4.1.9 process too time-consuming for some situations?
- do non-court IT personnel need access to eservice?

DDC Meeting Minutes

February 28, 2014, meeting minutes:

4. Access to JIS for Non-Court IT Employees Staff is seeking direction from the DDC in granting JIS access to local government non-court IT personnel. There is an increase of court requests for court RACFIDs to be issued to non-court IT employees for reasons ranging from detailed explanations of particular projects for court-related computer systems, to needing constant access for the IT personnel who assist with the local government network communicating with the court system, to simply stating that the IT personnel need access to assist in computer systems. AOC is finding it increasingly difficult to sort and review these requests and decide which ones are based on court-needs and which requests are for convenience sake only. Furthermore, AOC has

concerns about how the courts are setting up these profiles. The Committee requested that staff provide recommendations on possible criteria that may be used in granting these requests. The Committee will then review the criteria at the next meeting and provide guidelines based on staff's suggestions. Judge Heller will also review how Pierce County handles JIS access for non-court IT personnel and report back to the Committee.

April 25, 2014, meeting minutes:

4. Access to JIS for Non-Court IT Employees AOC has been contacted by several courts requesting access to JIS by their county/city IT departments. In most of these situations, the IT departments are non-court employees. They are usually employed by the municipality or the county. Aimee Vance gave an example of Kirkland Municipal Court's need to use City of Kirkland IT employees to assist the court in a move of computers. Ms. Vance stated she needed the expertise of the city IT employees to do the work. The Committee agreed that such work is a necessity, but stated the access should be limited and should be time blocked. They agreed with the recommendations that Ms. Happold set forth in her memo and suggested that she develop a form/application (consulting with AOC security) that the administrator/clerk complete prior to awarding access. Judge Leach also suggested drafting guidelines that explain when such requests would be granted and what criteria would be considered. They ask that Ms. Happold draft an application/form and bring it to the next meeting for their approval.

June 27, 2014, meeting minutes:

2. Access to JIS for Non-Court IT Employees The Data Dissemination Committee continued its discussion about JIS access for noncourt/clerk local government IT personnel. Proposed guidelines for providing access were reviewed. Barb Miner, Aimee Vance and DDA Stephanie Happold were tasked with creating a survey for clerks and court staff to provide the Committee information about what access is needed. **While the Committee continues to discuss this matter, it authorized AOC to provide temporary RACFIDs to non-court/clerk local government IT personnel. The temporary access is limited to six months and does not extend to using IT personnel for creating BOXI reports. If BOXI reports are needed, the court/clerk can contact AOC for assistance.**

September 5, 2014, meeting minutes:

2. Access to JIS for Non-Court IT Employees The Data Dissemination Committee continued its discussion about JIS access for noncourt/clerk local government IT personnel. Results from the survey sent to clerks and court staff were discussed. AOC staff will find out if providing DVOL access instead of PROD will protect JIS security. Also, Barb Miner will ask her IT personnel what sort of JIS access is needed and why. Last, the Committee asked AOC staff if training for court staff and clerks could be provided on JISC and DDC policies, RACFIDs, and JIS use.

October 24, 2014, meeting minutes:

6. RACFID Training The Committee discussed developing a training for Court Administrators and Clerks on RACFID set-up, use, maintenance, and data confidentiality. AOC staff is to continue working on the draft power point presentation for the next meeting and to schedule the presentation for the upcoming Court Administrators and Clerks' trainings
7. Access to JIS for Non-Court IT Employees The Data Dissemination Committee decided to table this topic for a later date.

March 6, 2015 meeting minutes:

2. Spokane Request for RACFIDs for IT Personnel Mr. Ronald Miles presented Judge Cozza's request to allow three non-court IT personnel permanently assigned to the Spokane Superior Court to be given RACFIDs for continued work with the County Courts and Clerk's Office. Barb Miner asked DDA Happold why her recommendation stated this request was different than the other requests that are under the temporary access provided to non-court/clerk IT personnel by the DDC during its June 27, 2014 meeting. DDA Happold responded that Spokane's IT personnel are permanently assigned to the courts for work related only to court/clerk activities. The personnel will not be partitioned between executive branch and judicial branch. Also, employees will not be rotated in and out of the projects; the access will only be for these three. The Committee voted unanimously to allow the three non-court IT personnel permanently assigned to the Spokane Superior Court to be given RACFIDs for work with the County Courts and Clerk's Office.

JIS General Policies

JIS General Policies (with Annotations)

4.1 Access Rules

4.1.1 Access to the JIS

Except for public access programs such as JIS-Link and the Washington Courts (www.courts.wa.gov) Internet website, access to the JIS computer systems is restricted to authorized personnel who have been assigned a JIS user account. For courts and county clerks, JIS Site Coordinators, under the direction of the county clerk or court administrator, are authorized to assign JIS accounts to individual court or county clerk employees. Such assignments shall be based on each employee's work responsibilities and business need for access and other privileges.

4.1.2 Update Privileges

Information in the JIS database may be updated by court and county clerks' office personnel only. All others shall be restricted to read-only access.

4.1.3 Court User IDs

Courts and county clerks may assign user IDs to their employees only. Only court employees may have court level access and update privileges associated with court user IDs.

4.1.4 User Account Deactivation

It is the responsibility of the site coordinator to deactivate an employee's user account (user id and password) upon termination of the employee's employment. Such deactivation must be done at the time the employee last leaves the court or clerk's office premises, regardless of when the employee actually leaves the payroll.

4.1.5 User Responsibilities

Users shall respect the privacy of other JIS network users and the integrity of their data. Users shall not seek information on other users; obtain copies of or modify files, other data, or passwords belonging to other users; or represent themselves as another user.

4.1.6 Password Locked Screensavers

Password locked screensavers shall be used on all personal computers connected to the JIS from the courts, or connected to the AOC network and must be set to initiate the screensaver no more than 15 minutes after the last use.

COMMENT

This control is necessary to support guidance set forth in section 4.4.1.3 of this policy. JIS connected computers will be configured in such a way that court users cannot change or disable this setting.

4.1.6.1 Password Locked Screensavers provide a critical safeguard and may not be disabled. However, in certain instances where business practices are sufficiently impacted, the 15 minute time limit may be extended. The AOC ISD Director will consider such extension requests on a case-by-case basis, and make the final determination after performing a thorough business impact and security analysis.

4.1.7 Reporting Misuse

Any JIS user who suspects misuse of his/her user account or workstation shall report such incidents to the JIS Site Coordinator. Site Coordinators shall report such incidents to AOC Customer Services.

4.1.8 Confidentiality Agreements

An employee of a court or county clerk's office may access the JIS only if he or she has signed a confidentiality agreement in a form approved by the AOC. Employees of courts or county clerks' offices shall review the confidentiality agreement annually.

4.1.9 Access by Vendors, Contractors, and Staff of Local Information Technology Departments

Vendors, contractors, and staff of local information technology departments may be granted security privileges for access to non-public data in the JIS if such access is needed in order to develop or maintain an information system for a court or the AOC. Such access shall be governed by written agreements between the AOC, the court or county clerk, and the vendor, contractor, or local information technology department. Such contracts shall require the employees of the vendor, contractor, or local information technology department to sign a confidentiality agreement, and for the court or county clerk to keep the signed copies and to certify to the AOC that such agreements have been executed.

5. ON-LINE AND OTHER SERVICES

5.3 The Extranet (Inside.Courts.Wa.Gov)

5.3.1 Access to the extranet is restricted to judicial officers, county clerks and their staffs, court employees, and other employees of the judicial branch.

5.3.2 Access to the extranet may be granted by the AOC Information Services Director on a temporary basis to city and county information technology department employees, or others in local government if it is necessary to perform services for the judicial branch or a court.

5.4 Data Warehouse

COMMENT

The data warehouse is a central repository of court data. Court data is uploaded nightly to the JIS data warehouse.

5.4.1 In all cases governed by Section 5.5, access will be appropriate to the user's case level security.

5.4.2 Courts and county clerks will be granted access to the JIS data warehouse using AOC supplied and maintained query software.

5.4.3 Requests for access to additional data elements must be submitted to AOC Customer Services

6. USE OF CUSTOMER SERVICES

6.1 AOC Customer Services provides assistance to courts, county clerks, criminal justice and other public agency users. It does not provide assistance to third-party clients of JIS-Link subscribers and does not provide phone training in the JIS-Link application.

6.2 Only designated users may place calls to Customer Services. Designated users include judicial officers, county clerks, court administrators, and site coordinators, and court staff who are designated by their administrator as authorized callers.

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

From: [Verus Research](#)
To: [AOC DL - Data Dissemination Administrator](#)
Subject: Odyssey
Date: Monday, October 15, 2018 1:43:29 PM

Hello,

My name is Shelly Renz.

I am currently president of, Verus Research, Inc. of Washington State.

Verus is a licensed, bonded and insured private investigation company register in Washington State.

Verus primarily Does employment background checks.

Verus currently is a vendor for DSHS Division of Vocational Rehabilitation.

Verus requires each applicant to supply a signed release of information.

Each applicant provides full name(s), ss number and date of birth.

Criminal records are recorded by name and date of birth.

Washington Odyssey currently does not allow the user to apply advanced filtering option for date of birth.

Odyssey supplies this service to both Oregon and Idaho and both of those states allows the date of birth to be seen.

If the user of Odyssey knows the dob of birth, the user should be able to use the filter for a DOB.

Some names are unusual and I am able to discern the criminal cases for that person.

However, there is currently no way of discern a common name such as John Smith.

Since I know the applicants DOB, I would think that being able to filter by DOB would only make sense.

Also, currently for Scomis cases from superior courts, the charge(s) are not listed on Oddyssey.

I have to go back to JIS to find the charges. I am unsure why superior court cases do not include charges on Oddyssey.

Please check out Oregon and Idaho's Oddyssey.

Thanks for you time

Shelly Renz

President.

Verus Research Inc.



October 26, 2018

TO: JISC Data Dissemination Committee
FROM: Stephanie Happold, AOC Data Dissemination Administrator
RE: Verus Research Request for Access to Dates of Birth in Odyssey Portal

Verus Research, Inc., is requesting use of dates of birth as a search filter in Odyssey Portal.

Background:

This request is before the JISC Data Dissemination Committee (DDC) for approval¹ because public access to case data elements (not documents) in Odyssey Portal is under this Committee's jurisdiction. It is unclear to the Administrative Office of the Courts (AOC) what access the requestor has in Portal, but based on the complaint and for the purpose of this request, staff is assuming the anonymous Portal role.

Currently, birth year is available for registered public Portal roles, but not for the court lobby role or the anonymous user role. Registered users who already have the full date of birth are able to use that criteria as a search filter. This was decided by the Committee during its March 2, 2018, meeting. (Meeting minutes are attached and were provided to the requestor.)

Issues with dates of birth displaying in Odyssey Portal were discussed by the Committee during its work session on October 6, 2016 (meeting minutes are attached). Of note:

“Ms. Kraski explained to the Committee that during her county's Odyssey implementation she was notified that confidential names, addresses, and birthdates that were in a public case type were being displayed in Odyssey Portal. After learning of this, Ms. Kraski told the AOC SCCMS team to immediately turn off all addresses and birthdates in Odyssey Portal to prevent the information being displayed.”

Due to the comingling of confidential and public dates of birth, the concerns raised at previous meetings are still present. AOC staff recommends the requestor become a registered public Portal user.

¹ The JIS Committee (JISC) authorized the Data Dissemination Committee (DDC) to act on its behalf in reviewing and acting on requests for JIS access by non-court users. JISC Bylaws, Article 7, Secs. 1 - 2.



JISC DATA DISSEMINATION COMMITTEE
Friday March 2, 2018 (8:15 am – 9:45 am)
Administrative Office of the Courts
SeaTac Office Building
18000 International Blvd. Suite 1106, Conf. Rm #2
SeaTac, WA 98188
Call-in Number: 1-877-820-7831, Passcode 797974

MEETING MINUTES

Members Present

Judge J. Robert Leach, Chair
Judge John H. Hart
Judge G. Scott Marinella
Ms. Barbara Miner
Ms. Brooke Powell
Ms. Paulette Revoir
Judge David A. Svaren

Guest:

Mr. Kevin Kyzar, ITW Fugitive Recovery

Staff:

Ms. Stephanie Happold, Data Dissemination Administrator
Ms. Kathy Bowman, MSD Administrative Secretary
Mr. Mike Keeling, AOC IT Operations Manager
Ms. Pam Payne, AOC IT Specialist

Members Absent

Judge Jeannette Dalton

0. Call to Order

The March 2, 2018, Data Dissemination Committee meeting was called to order by Judge J. Robert Leach at 8:20 a.m.

1. December 1, 2017 Meeting Minutes

Judge Leach asked for additions or corrections to the December 1, 2017 meeting minutes. Hearing none, the minutes were approved unanimously.

2. Displaying Birthdate Years and Financial Information in Odyssey Portal

Pam Payne presented this agenda item. JIS-LINK Level 1 users currently have access to dates of birth for adults that are displayed on certain JIS screens such as SNCL. During the early stages of Odyssey Portal implementation, it was discovered that confidential addresses and dates of birth were accessible, and therefore, access to all dates of birth were removed for all Portal roles. During the Committee's October 6, 2016, and October 28, 2016, meetings, the Committee approved access to dates of birth for only prosecutor and law enforcement roles in Odyssey Portal.

Dates of birth being inaccessible in Odyssey Portal is making it very difficult for public users to match cases to the correct person. AOC staff is requesting that registered Portal roles be allowed to see birth year for both adult and juvenile persons, and to also allow them to search by any birthdate that is already in their possession. Mr. Kyzar from ITW Fugitive Recovery asked if users would have to be registered Odyssey Portal users in order to have access to birth years. The answer was yes, the request is to allow registered Portal users access to the birth year, the request did not extend to Anonymous Portal users. Judge Leach asked if there is any

known federal legislation that would prohibit the access to birth year because of how a birthdate is defined. DDA Happold stated that to date, she could not find any such prohibition in providing just the birth year in case law and statute. Mr. Keeling commented that it had been the Committee that amended the data dissemination policy to mask birthdate information in order to protect juveniles. DDA Happold asked the Committee whether birth year information will also be made available to Lobby Portal users. The DDC stated that it did not extend to Lobby Portal users; these users will continue to request this information from the court. Ms. Miner mentioned that in SCOMIS, birthdate is not provided. It was also discussed that juvenile offender case type 8 screens only include birthdate on the name screens for juveniles, but this data element is screened from JIS-LINK public users.

Judge Marinella made a motion to have the birth year unmasked for registered Portal users, but not for Court Lobby Portal users. Registered users who already have the full date of birth will be able to use that criteria as a search filter. Judge Svarin seconded the motion. All were in favor and the motion passed unanimously.

Ms. Payne then presented the request regarding financial information displaying in Odyssey Portal Lobby kiosks. Lobby kiosks currently do not display information about legal financial obligations, even with name and case number, because financials are not accessible using a JIS-LINK Level 1 public access. The difference now is that the JIS financial screens include personal identifiers which need to be masked from public users, whereas the financial screens in Odyssey Portal do not display those personal identifiers. The AOC staff request is to have legal financial obligation information available on Odyssey Portal Court Lobby kiosks. With Court Lobby access, a name search will display all cases state-wide. The user will need to click on a specific case to display the legal financial obligations. It is understood that future updates to Portal will make changes to the financial information that will be displayed.

Judge Svarin moved to open up the legal financial obligation information for searches by name or case number for Odyssey Portal Court Lobby kiosks only. Judge Marinella seconded. All in favor. The motion passed.

3. JIS-LINK Access to Addresses

At the October 27, 2017 Data Dissemination Committee meeting, Mr. Kevin Kyzer with ITW Fugitive Recovery submitted a request for access to address information through JIS-LINK. The Data Dissemination Committee directed DDA Happold to research options and sizing for providing addresses to a select group of JIS-LINK level 1 public users. DDA Happold reported back with two options: a new JIS-LINK profile or a web search application. The time estimate for either option was prohibitive. Mr. Keeling reminded the Committee that the AOC's priority right now is the EDE/EDR project and other integrations, and it would be November 2018 at the earliest before this project could be considered. The Committee agreed that this project is not feasible at this time, denied Mr. Kyzer's request, and there was no further discussion.

4. Judgment Search Webpage

DDA Happold presented this topic. In SCOMIS, judgments from a juvenile offender case exist outside of the initiating case and can be accessed by all levels of users, even if the initiating case is sealed. In Odyssey, the judgment is within the juvenile offender case, and when the case is sealed, so is the judgment. A legal analysis was conducted and it was determined that the eligible juvenile offender record must be sealed, but the judgment information must be recorded and made public like other judgments.

Initially, AOC staff wanted to create a web page that contained Odyssey judgment information related to sealed cases. However, it may be useful for an AOC judgment web search to be created that provides judgment information from all applications.

To continue to provide the public with basic judgment information, there is a need to create a separate tab, search, or application to look up judgement information. There was discussion about creating a judgment web search accessible to title companies and other non-court users. Judge Leach stated that judgments should be made visible for all public users.

The request from AOC staff is if the agency should explore designing a web search that allows access to judgment information. Judge Leach asked if the Committee felt it had the authority to authorize such a web search. Judge Marinella asked for more information regarding the associated costs of creating a web-based search. The DDC recommended that AOC look into finding a way for parties to access basic judgment information, including providing a web search. DDA Happold and Pam Payne will take the Committee's recommendation back to AOC staff to discuss options that will go beyond/outside Odyssey, and also include counties such as King and Pierce who will not be served by Odyssey.

5. New JIS-LINK Agreements

During the last meeting, the Committee directed DDA Happold to amend the JIS-LINK agreements for level 20, 22, 25 and 30 users and add the requirement of staff signing confidentiality agreements on a yearly basis. DDA Happold provided a sample of each security level contract and a draft confidentiality agreement. She mentioned that she received pushback in the past from prosecutors and public defenders regarding the requirements contained in the confidentiality agreement, as their belief was it created a conflict with the Public Records Act and with attorney-client relationships. However, as DDA Happold pointed out, and the Committee agreed, Section 3 of the confidentiality agreement allows for divulging of information as authorized by statute. Judge Leach suggested all agreements be amended to include the new confidentiality requirement, and if a response is negative, the current JIS-LINK agreement can be terminated. Judge Marinella would also like to require justice partners to have a policy stating that any work being done is for the purposes stated in the agreement, and any breach of confidentiality would be penalized. Committee members agreed that there needs to be a requirement of putting the responsibility of discipline on the employer. It was also suggested that users be required to provide an assurance of how they will manage compliance of their employees. Users will self-audit and self-report as to how they have enforced the JIS-LINK contract. Random audits could be done, and AOC currently has the ability to review any suspected misuse with JIS and SCOMIS. The Committee also asked how often the agreements are renewed. DDA Happold responded that many of these agreements are perpetual. Various members advised that the agreement should have a term. Judge Leach asked the Committee to review the materials and provide comments and edits to DDA Happold directly. The Committee will hold making a decision about the proposed changes to JIS-LINK agreements until the next DDC Meeting.

6. Researcher Obligations under AOC Data Agreements

DDA Happold reported that the Washington State Center for Court Research (WSCCR) recently contacted her as they were not receiving draft publications from researchers who used AOC-given JIS data for their studies. This is a requirement under most, if not all, data agreements between AOC and various research institutions. DDA Happold contacted a particular

researcher's contracts group and notified them of this issue. The contracts group was prompt in its response and notified all its researchers of this requirement and that failure to adhere to it would result in a full stop of data sharing. AOC staff also edited the data agreements with researchers to require that all syntax, data set files, algorithms, etc., must be forwarded to AOC upon request. The agreements also require them to present their findings at court/clerk association meetings if requested. Judge Leach wondered if there will be pushback about proprietary systems, as it is their method for integrating the data pieces that they are collecting from different providers, including AOC. DDA Happold stated that the algorithms they are using are not new, the research should be using established processes to compile their data. It was also discussed how entities that are violating contractual obligations are being dealt with by AOC. Judge Leach asked for a consistent policy dealing with non-compliance, such as warning(s) and follow-up. Ms. Barb Miner commented that WSCCR must also follow these rules as well, especially as WSCCR does not contact the county clerks when compiling its data. DDA Happold was directed to contact WSCCR to convey this concern.

7. Education on Expunging and Sealing Cases

The Board for Judicial Administration's Court Education Committee requested that the DDC present information about both expunging and sealing cases at the fall conference. The seminar is anticipated to be an hour and a half long. Proposed speakers are Judge Leach, Ms. Barb Miner, and DMCMA and DMCJA representatives. Ms. Paulette Revoir and Judge Marinella will contact their associations for a representative. Ms. Revoir was also tasked with determining who among court administrators could speak on the mechanics, rather than authority. Judge Leach asked that DDA Happold start to pull together some materials on sealing and also provide before/after screenshots of sealing cases in the various case management systems. The fall conference will be held in Yakima, Washington in September 2018.

8. Other Business

Judge Leach updated the Committee that he sent a letter in December to Legal Voice regarding VAWA issues.

DDA Happold notified the Committee that some licensees who receive various AOC public index subscriptions are removing sealed cases from their databases and are not reporting the existence of the cases to their subscribers. Licensees stated that their reasons for not reporting is that other states require full removal of sealed cases and they are trying to keep everything the same. This is not in violation of the public index subscription agreements as the contract language requires the display of sealed cases in a specific way if they are being displayed at all. Committee members took issue that the existence of sealed cases is not being shown and stated it was contrary to court rule GR15. The Committee would like to amend the public index subscription agreements to require a disclaimer in the licensee reports that not all information provided by AOC is being made available. DDC members will provide suggested amendment language to DDA Happold for the next meeting.

DDA Happold updated the Committee that she received questions about the JISC data dissemination policy requirements regarding statement of compliance and confidentiality agreements. One question was if the DDC could establish a retention schedule for local courts/clerks to use for the confidentiality agreements. The DDC will not recommend a retention schedule as this needs to be discussed at the local level. Also, several divisions of the Court of Appeals asked if the confidentiality agreements are for the calendar year or within 12 months of

the January signing. The question was raised because legal interns start approximately in August, and it seems redundant to require the interns to sign another one in December/January. It was suggested that the requirement be a 12 month rolling agreement – meaning the agreement has to be signed sometime by the court/clerk user within the January to January deadlines. The DDC agreed with this approach.

Meeting adjourned at 9:45.



JISC DATA DISSEMINATION COMMITTEE
Data Dissemination Policy Work Session
Thursday, October 6, 2016 (1:00 p.m. – 3:00 p.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

MEETING MINUTES

Members Present	AOC Staff Present
Judge Thomas J. Wynne, Chair	Stephanie Happold, Data Dissemination Administrator
Judge J. Robert Leach	Keli Beck, Senior System Support Analyst
Judge G. Scott Marinella (telephonically)	Charlotte Jensen, Court Business Information Coordinator (telephonically)
Judge David A. Svaren (telephonically)	Michael Keeling, Operations Manager
Ms. Barbara Miner	Elaine McLaughlin, Court Records Access Coordinator
Ms. Brooke Powell	Dexter Mejia, Court Business Office Manager
Ms. Cynthia Marr, Pierce County District Court, appearing on behalf of Ms. Aimee Vance	Maribeth Sapinosa, SC-CMS Project Manager
	Trina Wendel, Business Process Engineer
Members Not Present	Guests Present
Judge Jeannette Dalton	Ms. Sonya Kraski, Snohomish County Clerk
Ms. Aimee Vance	Mr. Mark Allen, Snohomish County Clerk's Office
	Mr. Paul Farrow, Senior Project Manager Tyler Technologies
	Ms. Dena Marley, Snohomish County Clerk's Office

1. Call to Order, Purpose of Work Session:

The October 6, 2016, Data Dissemination Committee (DDC) work session was called to order at 1:00 pm by Committee Chair Judge Wynne.

Judge Wynne informed attendees the purpose of the work session was to come to a consensus regarding the following issues so the Data Dissemination Policy (DD Policy) could be completed:

- Understand how party addresses are entered and displayed in the case management systems; and
- How confidential address information is used in the JIS and Odyssey systems.

Ms. Miner inquired if the Confidential Information Form (CIF) would be discussed during the meeting as well. DDA Happold indicated the Law Enforcement Information (LEI) was one of the forms Judge Wynne asked her to provide for the meeting and that she also had an answer to Judge Wynne's question he posed to her before the meeting as to why there were two different CIF forms being used. She suggested she provide a summary of the documentation contained

in the work session binders prior to discussing individual documents so the Committee members knew what they had before them

2. Background from DDA Happold

Prior to the work session, Judge Wynne requested DDA Happold collect specific documentation and case screen shot examples from the different case management systems for the Committee members to review. He also requested that certain subject matter experts attend the meeting to answer any questions necessary to finalize proposed amendments to the current DD Policy.

DDA Happold commented that the decisions today needed to include not only JIS and Odyssey and how the data is displayed between the two systems, but also how the data is transferred into the AOC data warehouse and in BOXI reports that are also used by the courts.

3. Review of Binders

DDA Happold reviewed the contents of each binder tab, explaining why Judge Wynne asked for each item.

Tab 1. Draft DD Policy Amendments, with tracked changes.

Tab 2. Draft DD Policy Amendments, clean version.

Tab 3. JIS Person Business Rules for entry of addresses.

Tab 4. Examples of how addresses are entered into JIS. Includes PER and ADH screen shots.

Tab 5. Examples of how addresses are entered into Odyssey.

Tab 6. Examples of addresses used in case type 7s and tied to a PER record. Example is an individual with case types 7 and 8.

Tab 7. Example of Case Type 3 with WIP Minors.

Tab 8 Example of Sexual Assault Protection Order Case with Minor.

Tab 9 Example of Case with Offender and Victim are both Minors.

Tab 10 Law Enforcement Information form.

Tab 11 JIS Security for JIS LINK users.

Tab 12 Statutes and Court Rules.

4. Discussion

Ms. Miner inquired about Tab 10, Law Enforcement Information (LEI) form and its similarities to the Confidential Information Form (CIF) that was not included in the binder. Ms. Miner expressed concerns about courts using these forms interchangeably and asked why there were

no examples of the CIFs included. DDA Happold explained that Judge Wynne did not request for a copy of the CIF to be included, but instead asked her to answer the question of why there were two different CIFs being used by the courts. DDA Happold contacted Merrie Gough, the staff attorney for the Pattern Forms Committee, prior to the work session and asked about the two different CIFs. Ms. Gough stated that there was no reason for two different versions, that she would make the recommendation to the Pattern Forms Committee to use just one, and she thanked the DDC for bringing it to her attention.

The DDC discussed how the LEA and CIF are filled out by parties during case initiation. The LEI form includes two fields for Protected Parties to enter their address information: one for confidential address information and a separate box for non-confidential address information. The members agreed that the LEI form should be a pass-through form and not kept in the court file. Court and County Clerk representatives explained how the forms are used in their offices, including how information from those forms may be entered into JIS. Judge Leach noted both forms imply to the petitioner that the information will be confidential, therefore information from the forms should not be entered into any system where it might be publicly viewable.

DDA Happold reminded the group that as information passes between JIS and Odyssey and goes to the AOC data warehouse, there is no indicator or flag in place to differentiate whether addresses are marked public or confidential.

Ms. Kraski explained to the Committee that during her county's Odyssey implementation she was notified that confidential names, addresses, and birthdates that were in a public case type were being displayed in Odyssey Portal. After learning of this, Ms. Kraski told the AOC SC-CMS team to immediately turn off all addresses and birthdates in Odyssey Portal to prevent the information being displayed.

DDA Happold then reviewed *Tab 3, the JIS Person Business Rules for Entry of Addresses (PBR)*, which provides additional detail regarding the Secretary of State's Confidential Program for Victims of Crimes. She highlighted a PBR requirement that:

'At no time should the word CONFIDENTIAL be added to the Name or Address Fields of the person record.'

DDA Happold then reviewed *Tab 4, Examples of how addresses are entered into JIS - Includes PER and ADH screen shots*. The screens provided were training screens. She explained the status codes contained in the ADH screen, how they related to the addresses entered into the system, and that the status code CA stands for Confidential Address when the Secretary of State (SOS) confidential address program is being used by the party. DDA Happold noted that JIS Link level 1 users do not have access to the ADH and the PER screens, and that Public Defenders have access to the ADH screen but not the PER screen. DDA Happold was not sure if the CA address is flagged at the data warehouse and suggested they ask Ms. Jensen when she called into the meeting.

Ms. Marr stated Tab 4 was not an accurate example of the SOS Confidential Address as the screen shot showed a residential address and the SOS address is a Post Office Box. DDA Happold agreed that the training data was not the most accurate example and that it should be a PO Box.

DDA Happold then presented tab 5 and how addresses are entered into Odyssey. Judge Leach asked that if a box on the CIF is checked then how did the information become confidential.

DDA Happold responded that the check box is not conveyed in JIS/Odyssey as those parties are well identified parties/persons and an address is needed to complete the person's case management information. Judge Leach expressed concern over the implied privacy in the current version of the CIF language.

DDA Happold then explained that the Status Code in JIS and the Source Code in Odyssey have the same function and illustrated the differences of how address information is inputted into the two systems. She also pointed out that the Odyssey confidential address check box is only for the SOS address program per the PBRs and not for any other purpose. Ms. Kraski commented that this is not known by the clerks using Odyssey. Numerous people stated that Odyssey makes it easy to make this mistake. Ms. Sapinoso informed the room that AOC educators are now aware of these issues and will update training materials and online manuals about how to use this screen.

DDA Happold also described how Odyssey address entries require another source code when the confidential address is checked, whereas JIS considers the CA a source code on its own. Mr. Keeling asked Mr. Farrow if there is a way the Odyssey field can be updated. Mr. Farrow said yes, but that it would cost the project in development hours.

DDA Happold stated that the AOC Person Maintenance Team reviews replication errors and then updates records to ensure JIS information is accurate, including address issues between the two systems. During this process JIS and Odyssey status and source codes are mirrored.

Judge Leach asked Mr. Farrow if the Odyssey DMS has the capability to differentiate whether an address originated from a specific case type, giving criminal or domestic violence cases as examples. Mr. Farrow said Odyssey can be configured that way, but Odyssey Portal cannot.

Judge Leach asked what is possible as far as specifying information as confidential. DDA Happold stated that JIS limits access internally by protecting some screens, but the data warehouse has no way to interpret or differentiate these confidential settings so information in the data warehouse can include confidential addresses.

Judge Leach asked DDA Happold how the expansion of JABS access to Law Enforcement Agencies might affect access to confidential information. DDA Happold indicated she would follow up and report back. Judge Leach also inquired who at the courts are granting access to JABS and questioned if anyone really knew who had this access. Ms. Miner asserted that AOC should be administering the access, not court staff which is the current process. Mr. Keeling indicated that AOC has the ability to run reports to show who currently has JABS access.

Ms. Jensen then joined the meeting telephonically. DDA Happold asked Ms. Jensen to describe how the SOS address gets into the data warehouse. Ms. Jensen explained that the address follows the person record. The information displays the SOS PO Box address but does not flag it as confidential. The same SOS PO Box information displays for each person in the program.

It was stated that if the SOS address shows in the PER screen, but the ADH includes all other addresses, how much protection does the SOS PO Box offer if all the other addresses are still listed.

The Committee Members asked what JIS LINK users had access to the ADH screen. DDA Happold responded that it was level 20 Public Defenders, Level 22 Law Enforcement, Level 25 Prosecutors, and Level 30 Non-JIS Courts. Committee members discussed whether or not

public defenders should have access to the ADH screen if it lists all addresses as there is a possibility that public defenders may share this confidential information with their clients.

Ms. Miner asked why the PER history screen is confidential; DDA Happold answered that the screen displays personal identifiers.

The DDC members continued to discuss whether or not public defenders should have access to confidential information screens. Ms. Powell asked if it is realistic to find a way to filter the information with the current system(s) constraints.

The concern was raised again that prohibiting all addresses from being disseminated would affect the county clerks and the court staff in completing their work. It was suggested that the addresses would be prohibited from dissemination unless a court order allowed for it. Ms. Miner responded that this did not satisfy the county clerks' needs and suggested changing the policy to state that exemptions are allowed for conducting court and county clerk business. Judge Leach also mentioned that the DDC would continue to allow address dissemination for research purposes.

The Committee then asked DDA Happold to go through the examples provided in Tabs 6-9. The tabs illustrated that even if an address is marked confidential in one scenario, if an individual is tied to other cases as a WIP it is not hard to piece together the individual's address from other cases or applications. Also the data warehouse has no way to limit the information.

Judge Wynne asked Mr. Keeling if it is possible to remove all addresses from the data warehouse. DDA Happold indicated that addresses are currently not disseminated in public bulk data requests and they provide at most the county. Judge Leach asked if the zip code could be provided instead and DDA Happold stated it could.

Judge Leach asked if the data warehouse can be structured to allow courts to have information, but block the information for everyone else. Mr. Keeling indicated AOC will be moving away from the data warehouse management structure and using the EDR in its place. Mr. Keeling went onto explain that JABS can be controlled by rules and that should not be a huge impact on the data warehouse. The courts would be responsible for adopting address dissemination practices after AOC makes system changes for all of this to be successful.

The Committee then discussed if the CIF could be sealed in Odyssey via a docket code so it would not display in Odyssey Portal. Tyler Technologies is working to use guidance from GR 22 as a driver for how information is displayed in Portal. DDA Happold asked if the term 'sealed' would be confusing to future users as the document is not sealed under GR 15. Some DDC members thought the term 'restricted' was better. Mr. Mejia volunteered to take the verbiage discussion to the SC-CMS CUWG to discuss and settle upon a mutually agreeable term. Mr. Allen suggested using the CNRC code.

The Committee then discussed if a comment was needed in the proposed DD policy to mention that addresses are not disseminated due to technical limitations and cost.

The Committee also discussed what participants/parties should be added to the list in Section III.G.1. The Odyssey/JIS WIP is different than a civil person because of the three required personal identifiers that includes an address; therefore any person that was considered a WIP would need to be added to the list. It was suggested that DDA Happold add a definition of a WIP in the DD policy to also cover any participant that was not mentioned in Section III.G.1. Ms.

Miner and Ms. Kraski also mentioned victims eligible for restitution and asked that either the WIP definition be written to include them or they are added specifically to Section III.G.1.

The Committee also agreed on language for Sections III.G.4-6 that would allow for courts and county clerks to continue to dissemination addresses for their work without impediment.

Next, the Committee agreed that the ADH screen needs to be removed for the JIS-LINK level 20 Public Defender access. This will be voted on at the next DDC meeting.

DDA Happold asked if addresses and dates of birth can be turned back on in the Odyssey Portal for law enforcement and prosecutor roles. The Committee agreed that they should and would officially vote on it at the next meeting. Ms. Beck asked if that included confidential SOS addresses and the Committee confirmed that it did.

Judge Wynne asked DDA Happold to set up a meeting with Ms. Gough and the Chair of the Pattern Forms Committee to discuss the CIF confidential address check box.

Ms. Powell expressed concern over how the Confidential Address Box in Odyssey Client is being misused. Ms. Sapinosa indicated she would work with BPEs and trainers to make sure the Odyssey training materials clearly explain the purpose of the box. Ms. Powell asked if it would be possible to include a prompt or warning screen when the box is selected by the user. Mr. Farrow indicated that was a sizable request.

5. Conclusion

Judge Wynne indicated he would reach out to Ms. Vance to make sure her previous concerns about Section III.G.6 were properly addressed.

DDA Happold will notify the SC-CMS CUWG about the DDC decision to allow prosecutors and law enforcement agencies the ability to view addresses and dates of birth in the Odyssey Portal.

The DDC will vote to finalize the amended DD policy on October 28, 2016, and then bring the recommendation to the JISC. No changes, such as those proposed for the public defender access, will be made until the DD policy is implemented.

6. Meeting Adjourned

There is no other business, Judge Wynne adjourned this working meeting.



JISC DATA DISSEMINATION COMMITTEE
Friday October 28, 2016 (8:00 a.m. – 9:00 a.m.)
Administrative Office of the Courts
Teleconference
Call-in Number: 1-877-820-7831, Passcode 797974

MEETING MINUTES

Members Present

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

Staff Present

Ms. Stephanie Happold, Data Dissemination Administrator
Mr. John Bell, Contracts Manager
Ms. Kathy Bowman, Administrative Secretary
Mr. Mike Keeling, IT Applications, Enterprise Architecture
Mr. Ramsey Radwan, Director Management Services Division

Members Not Present

Judge Jeannette Dalton

Guests

Mr. Mark Allen, Snohomish Co. Clerk's Office
Mr. Farshad Talebi, Washington State Attorney General's Office

0. Call to Order

Judge Wynne called the meeting to order at 8:05 a.m.

1. Minutes of August 26, 2016 and Minutes of October 6, 2016

Judge Wynne asked for additions or corrections to the minutes. Ms. Miner had edits and will meet with DDA Happold to make any necessary corrections. Approval of the August 28 and October 6 minutes will be deferred until the December meeting.

2. Washington State Attorney General's Office Financial Data Request

Assistant Attorney General Farshad Talebi with the Washington State Attorney General's Office (AGO) presented a data request that included financial data related to chapter 9.68A RCW, the Child Rescue Fund. The information will be used by the AGO to determine what administrative hurdles exist between the assessment of fines and collection of fees. Committee members commented that many were unaware of the fine, of imposing it, and that the fee must be modified upon a showing of indigence.

Ms. Miner's office is also working with the AGO on collecting the information, but they are finding it very difficult, and she cautioned the AOC in providing this information. Ms. Miner noted that there is also a difference between arrest charges and filed charges, so one must rely on the prosecutor's office to ensure that information is included. DDA Happold noted that the AOC Data Reporting group has some ideas about how AOC can provide the responsive data as the AGO request is based on convictions for each count.

The AGO understands the information will be difficult to collect, but needs a starting point to better gauge what amount of funds should exist. They will then go to individual courts for comparison and perhaps use King County as a model. Ms. Miner said she supports this request, but is concerned about the time and difficulty of furnishing the data. AAG Talebi stated the AGO would be happy to receive the information piecemeal, if that would be any easier. DDA Happold will first discuss the project with the data warehouse and then contact AAG Talebi. Judge Wynne asked whether, subject to the ability to obtain the data, there were any objections to approving this request. There were no objections. The request passed unanimously.

3. Office of Spokane Regional Criminal Justice Administrator Request

DDA Happold presented the request from the Office of the Spokane Regional Criminal Justice Administrator (RCJA) on behalf of Dr. Jacqueline van Wormer, who was not present. The newly created office is partnering with the Washington State University to develop a local RNR tool. The RCJA contacted AOC to request criminal history and warrant data. The hope is to have the data auto-populate their system; however, this is a time consuming task for AOC to undertake. While AOC meets with RCJA on how the data can be provided and when, RCJA was instructed to seek DDC approval because the Office is not law enforcement, a certified criminal justice agency or similar, and therefore is not automatically granted access to criminal histories and other compiled JIS data.

DDA Happold mentioned that this type of request may become common as more jurisdictions create these offices. It was asked if the request would include CLJ and Superior Court data, which DDA Happold confirmed. She also mentioned that because they need compiled history information that also auto-populates, a JIS LINK account would not suffice.

Committee members stated that while they had no objection to approving the data request, they were concerned about the AOC time required to provide it. It was asked if there was a sizing estimate for this project. AOC Leadership already discussed the necessary mechanics and scheduling, and AOC Solution Architects were working on how the data can be provided. Judge Wynne asked if Mr. Keeling or Mr. Radwan had any concerns. Mr. Keeling stated that the requestor's timeline is aggressive and difficult, so a custom extract will not work. Mr. Radwan reported that Dr. van Wormer was told AOC could not meet their requested timeline. This project will not be given priority over the work on EDE, CLJ-CMS, etc., but it will need to be done. The bulk of the work/burden must fall on the requestor, not the AOC. The timeline has been moved to be more realistic. Judge Wynne asked about the actual timeline, Mr. Radwan will review his notes and get back to the Judge. It was discussed if this project should go before the JISC to be reviewed for ITG process. The DD Committee unanimously approved the data request with the recommendation that it goes to the JISC for ITG sizing.

4. Review of Data Dissemination Policy Draft

The Committee reviewed the latest Data Dissemination Policy draft. Ms. Vance questioned if Section III.D was broad enough to encompass all the reports that the courts currently provide, giving an example of law enforcement reports that go beyond just one court's jurisdiction. DDA Happold stated that current policy only allows the courts to disseminate cases in their own jurisdiction. Committee members discussed that the policy is not necessarily the working practice and that the section should be broadened. It was suggested that exemption language

be added to allow courts to provide judicial partners information beyond their own jurisdiction. Also the policy must allow court staff to provide a requested case history that includes outside jurisdiction cases, and that all staff can provide it, not just the data dissemination administrator. Changes to the Section III.D. that passed unanimously were:

Court and county clerk data dissemination administrators will restrict the public dissemination of JIS reports to data related to the administrator's particular court, or court operations subject to the supervision of that court. A court or county clerk may disseminate a report or data summarizing an individual's case history.

Judge Wynne then presented the newly-added comment under Subsection III.G.1., and summarized his meeting with Judge Middaugh, the Chair of the Pattern Forms Committee regarding the Confidential Information Form address confidentiality check-box. Based on the meeting, the Comment section now cites to RCW 26.27.281(5) that states:

“If a party alleges in an affidavit or a pleading under oath that the health, safety, or liberty of a party or child would be jeopardized by disclosure of identifying information, the information must be sealed and may not be disclosed to the other party or the public unless the court orders the disclosure to be made after a hearing in which the court takes into consideration the health, safety, or liberty of the party or child and determines that the disclosure is in the interest of justice.”

The Committee had no objections to the newly-added Comment section.

Judge Wynne asked if there were other amendments to proposed policy. Language was streamlined in Section IV.B. Clarification was requested in reading Section IV.A and Section IV.C and how researchers were given access to the data. DDA Happold suggested changing the last sentence in Section IV.A. to include research requests provided in Section IV.C. Judge Marinella moved to send the draft Data Dissemination Policy to JISC for approval with the new changes. Ms. Powell seconded the motion. The motion passed unanimously. DDA Happold was instructed to send the draft out to all judicial partner, court user, judge, and county clerk associations for review and comment. Received comments will be provided to the JISC along with the draft. Judge Wynne stated that once the policy is approved by the JISC, it then will go to the Supreme Court. Unless rejected, it will be adopted.

5. PCN View-Only Screen Access

DDA Happold presented this issue. The AOC has received requests by law enforcement agencies for access to the PCN screen in JIS. However, that access cannot be granted because the screen is a data-entry screen used by court and county clerks. After another recent request, AOC staff discussed if they could create a view-only PCN screen. AOC Business Analysts and the Legacy Maintenance group met and were able to build the view-only screen in a timely manner. DDA Happold presented the new screen to the Committee and pointed out the differences between the view-only and data-entry screens. Judge Wynne asked what the screen provided. DDA Happold responded that when an individual is fingerprinted, that fingerprinting is assigned a PCN number. The screen provides all the PCN numbers associated with the case. She then asked the DDC to approve which JIS LINK levels will have access to the view-only PCN screen. The recommendation from AOC was to give the screen to JIS LINK levels 20-30. Level 1 public was not included because of personal identifiers listed on the screen. DDA

Happold also asked that the DDC approve cross-court access to the screen as well. Motion was made to give JIS LINK levels 20, 22, 25, 30, and courts cross-court access to the view-only PCN screen. Motion was passed unanimously.

6. JABS Access Issues for Public Defenders and Prosecutors

Ms. Miner presented this topic to the Committee. In past years, prosecutors and public defenders were granted access to JABS by the DDC. This access is now very important for these groups as it provides a more complete DCH than JIS LINK. The login/credentials is currently provided by the courts; and when AOC is contacted about obtaining access, the agency refers the requestor to the local jurisdiction. Court-maintained access was established when JABS was needed for e-ticketing and the CLJ court administrators would provide JABS to the prosecutor/public defender. However, as seen in King County where 500+ public defenders and 500+ prosecutors need access, managing those credentials seems to be incorrectly assigned to the court administrators. It is complicated work, which AOC can manage better than the local jurisdictions. Ms. Vance also noted that it will go further than just prosecutors and public defenders, but also to other judicial partners.

Mr. Radwan asked Ms. Miner why she thought it should be an AOC function as policy currently states it is a court process. Some members responded that the issue is that the policy was created for a small project like e-ticketing and did not encompass what is now a necessary statewide need. Mr. Radwan stated that AOC is willing to transition the work to itself, but it is not a simple transfer, and the start of the process is about 30-45 days out. It is a huge workload state-wide, and with limited AOC staff and no additional resources it will take time. Further, the AOC is concerned in JABS breaking without proper testing. Judge Wynne stated the access should be administered at the AOC level rather than at individual court level, and law enforcement should also be allowed access, but noted things can only move so fast. AOC is starting with a pilot location: King County Public Defenders. It will begin with 10 names and work to include more. Mr. Radwan stated that AOC is taking as quick action as possible. Judge Wynne will put this back on agenda for December meeting.

7. Other Business

Judge Wynne excused himself to return to the bench. He directed DDA Happold to finish the meeting as there was still a quorum.

DDA Happold informed the Committee that she needed an official vote to confirm its October 6 decision to allow prosecutor and law enforcement agency roles the ability to view addresses, confidential addresses, and dates of birth in the Odyssey Portal. Judge Svaren so moved and Judge Leach seconded. Motion passed unanimously.

DDA Happold then stated she needed an official vote to confirm the October 6 decision to remove access to address and address history information for JIS LINK level 20 (public defender) users once the JIS Data Dissemination Policy became active. Ms. Vance asked for clarification of this decision as she was not able to attend the earlier meeting. DDA Happold reviewed the Committee's October 6 discussion during which several members voiced concerns about public defenders possibly sharing confidential addresses with clients. Ms. Vance expressed concern about taking away this access when the prosecutors could still have the

information. It was also mentioned that any user could potentially share confidential information gained by JIS use.

Ms. Powell asked if access to addresses would also be removed in JABS. DDA Happold confirmed it would be, but may be more difficult than JIS LINK because the address information is imbedded in different tabs. Once the policy became active, AOC would research and work on how to filter the information.

The Committee tabled this topic to discuss at the next meeting. DDA Happold was directed to notify the public defenders, the level 20 users, and the defense associations that the address information may be removed. She will provide the received comments to the Committee at the December 28 meeting.

Meeting was adjourned 9:08 am.

4. Data Dissemination Manual Updates



October 26, 2018

TO: JISC Data Dissemination Committee

FROM: Stephanie Happold, AOC Data Dissemination Administrator

RE: Updates to the Data Dissemination Manual

The Data Dissemination Manual was originally drafted by the Data Dissemination Committee and is available to the courts/county clerks on inside courts. Due to the recent changes to the JISC Data Dissemination Policy, the Data Dissemination Manual will need to be updated. AOC staff provided basic edits as a starting point.

The manual webpage:

The screenshot shows a web browser window displaying the Washington Courts website. The address bar shows the URL: <https://inside.courts.wa.gov/index.cfm?fa=cntlManuals.listManuals&manualId=datadis&manualType=jismanual>. The page title is "Data Dissemination Manual".

The left sidebar contains a navigation menu with categories such as "AOC Resources", "Court Resources", "Court News", "Directories & Contacts", "Education", "Governance", "Judicial Info System (JIS)", "Judges' Resources", "Legal Resources", "Organizations", "Help", "Maintenance Utilities", and "Maintain Site Content".

The main content area is titled "Data Dissemination Manual" and includes the following sections:

- Data Dissemination Information**
 - Recent Updates
 - Preface
 - Judicial Information System Committee Policy
 - Examples
 - Fee Schedule
 - Model Responses and Disclaimers
 - Appeals
 - Recommended Local Policy and Procedures
 - Public Access to Court Records
- Mandatory Forms**
 - Request for Information
 - Request for and Limited Waiver for Release of Person-Specific Record Information
 - Agreement to Protect Records From Commercial Use
 - Data Dissemination Request and Response Log
 - Research Agreement

On the right side of the page, there is a search box with the text "Data Dissemination Manual" entered. Below the search box are radio buttons for "Any Words", "All Words", and "Exact Phrase", and a "Go" button. There is also a link for "Tips for Searching".

At the bottom of the page, there is a footer with "Site Map", "eService Center", and "Search" links.

Preface

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

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

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

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

Commented [HS1]: Is this last sentence still correct?

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

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

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

1. JIS data is shared local/state ownership. Access and fees are governed by the JISCRs and the Policy.
2. The prosecuting attorney or city attorney is each court's/clerk's/administrator's legal advisor ~~unless there is an Attorney General's clarification or opinion on the question.~~
3. Just because the information is present in the JIS does not mean it ~~has can~~ be compiled and ~~then~~ released.
4. Courts can run any report for internal management/court administration needs. If the requestor is an individual judge (not the presiding judge or court administrator), or when the use is not clear, the decision about whether the report is a court or administrative report can be deferred to the presiding judge.
5. Many requests will require that the courts go back to the requestor to clarify what data is being sought and for what purpose before a decision can be made to release the data.
6. Court staff should NEVER interpret data.
7. Court staff are all under separate obligations to retain timely and accurate data regardless of the Public Disclosure Act or the JISC Rules and Policy.

~~8. Just because data is electronic and easier to sort, the public has no more right to it than when it was manual; there are growing indications that privacy rights must be protected.~~

~~9.8. Even though each individual record is public, it does not follow that electronic or staff searches among multiple records is public.~~

~~10.9. Social Security Numbers are not recorded in the JIS. If, if they exist they~~

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

~~44.10. If limited jurisdiction court staff have reason to be concerned over a requestor's access to data (including case files), they can, under ARLJ 9(e), trigger judicial review and/or notice to case parties.~~ The rules governing dissemination of court data may be expected to evolve over time as the boundary between privacy interests and the public's right to know becomes more clearly delineated.

Examples

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

Commented [HS1]: Are these examples still relevant? What additional examples are needed?

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

Rationale:

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

Commented [HS2]: Should the examples still be set up as rationale/response?

Response:

A subset of the judgment index is allowed.

Commented [HS3]: Still needed?

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

Rationale:

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

Response:

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

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

Rationale:

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

Response:

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

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

Rationale:

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

Commented [HS4]: Still needed?

Response:

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

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

Rationale:

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

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

Response:

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

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

Rationale:

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

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

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

Response:

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

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

Rationale:

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

Response:

Provide a standard index report.

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

Rationale:

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

Response:

Provide copies of the ~~routine~~ report.

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

Rationale:

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

Response:

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

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

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

Rationale:

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

Response:

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

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

Rationale:

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

Response:

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

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

Rationale:

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

Response:

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

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

Rationale:

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

Response:

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

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

Rationale:

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

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

Response:

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

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

Rationale:

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

Response:

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

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

Rationale:

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

Response:

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

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

Rationale:

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

Response:

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

Fee Schedule

1. Fees

Court Rule JISCR 15(g) states that “[t]he requestor shall bear the cost of honoring the request for information in accordance with section (d).”

Court Rule JISCR 15(d) states that “[t]he Administrator for the Courts shall promulgate policies and procedures for handling applications for computer-based information. These policies and procedures shall be subject to the approval of the Judicial Information System Committee.”

Based on JISCR 15, AOC established the following cost recovery fees using AOC staff time performing each function. AOC recommends discussing with your legal counsel before using the cost recovery fees for all requests ~~shall be applied to all information requests~~ that require generation of a report from JIS, or creating internal fees based on the local jurisdiction’s employee time performing each function.

This fee schedule ~~does not~~ does not include printed copies of electronic documents such as dockets or screen prints.

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

*** To be included when re-running existing reports.**

**** Charged per minute or portion thereof, minimum 2 minutes. For non-JIS courts, a different “run time” standard and fee may need to be set locally**

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

*** Two minute minimum; for non-JIS courts, a different “run time” standard and fee may need to be set locally.**

2. Measuring JIS System Run Time

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

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

There is a two minute minimum for JIS System Run Time. At ~~\$1012.00~~ per minute, each execution of a request will be charged at least ~~\$2024.00~~ for JIS System Run Time.

3. Administrative Fee

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

~~3. Transmittal to JIS Revolving Fund~~

~~4.~~

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

~~6.~~

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

~~7.~~

~~8.~~

~~9. Locally-Retained Fees~~

~~10.~~

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

~~12.~~

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

~~13.~~

Example of Fee Calculation

Program #	B93#041		
Job #	4890		

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

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

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

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

Model Responses & Disclaimers

These are paragraphs suggested for inclusion in letters of approval/denial of a request.

1. Liability Disclaimer

Include in all approved responses as per the JISC Data Dissemination Policy: Neither the court nor the clerk makes any representation as to the accuracy and completeness of the data except for court purposes.

Official Disclaimer:

The AOC, the Washington Courts, and the Washington State County Clerks:

- Do not warrant that the data provided is accurate or complete;
- Do not guarantee that the data is in its most current form;
- Make no representations regarding the identity of any person whose name is included in the data provided; and
- Do not assume any liability resulting from the release or use of the data.

2. Approval/Caution

Include when data may be skewed due to archiving and/or the court is concerned over validity of the data:

This report has been compiled as per your request of _____ (date). ~~Please be aware that JIS data may be archived or moved off-line.~~ ~~Consequently, o~~Our response is accurate based on information ~~still~~ in our database, but may contain inadvertent input errors of omission or commission. Record verification and/or research in the case file is needed before any definitive conclusions can be drawn. The report is intended as a research tool only; the clerk cannot be held responsible for the detailed accuracy of its contents.

3. Denial Statement/Appeal Notice

Include when denying a data dissemination request:
Your request for information from the Judicial Information System has been denied for the following reason(s): (List reasons.)

You may appeal this decision to:

Chair, JISC Data Dissemination Committee
c/o AOC Data Dissemination Administrator
Office of the Administrator for the Courts

PO Box 41170
Olympia WA 98504-1170

The Data Dissemination Committee will hear appeals during its regularly scheduled meetings. The requestor is required to appear or call-in to the meetings to present the appeal and answer questions from the Committee Chair,
Judicial Information System Committee
e/o Director, Information Systems Division
Office of the Administrator for the Courts
PO Box 41170
Olympia WA 98504-1170

4. Name Disclaimer

Include the following response when names are provided within a report:
The names provided in this report cannot be associated with any particular individual(s) without individual case research.

5. Extensive File Research

Use the following response when a requestor may be researching many case files (if appropriate to the court):

The clerk's office normally limits the viewing of case files to five at a time and fifteen in one day per customer. If you intend to perform extensive file research, you should contact the File Access Supervisor, (name/telephone number), in advance to make special arrangements.

6. Research Agreements

Use the following response with Research Agreements:

Dissemination of this data is restricted, subject to the terms of the Research Agreement with _____ County.

7. Cost Estimate

Use the following form to calculate cost estimates. (See P.2. of Fee Schedule):

Program #		
Job #		
Run Date		

Run Time		(Minutes)
Pages		
Disks		
Programmer Time		(Hrs, in 1/4 hr increments)
Administrative Fee*	\$2550.00	Flat Fee
<u>Data Warehouse Evaluation/Research/Programming ***Mainframe Run Time***</u>	<u>\$55.00 \$ 600.00</u>	Hour
<u>Data Reporting Evaluation/Research***</u>	<u>\$54.00</u>	<u>Hour</u>
<u>JIS System Run Time** Programmer Time***</u>	<u>\$12.00/min. or portion thereof \$40.00</u>	<u>Hour Minute</u>
Materials:		
Paper	\$ 1.00	Page
Diskette	\$12.00	Disk
Tape	\$40.00	Tape
TOTAL		

* To be included when re-running existing reports.

** Charged per minute or portion thereof, minimum 2 minutes. For non-JIS courts, a different "run time" standard and fee may need to be set locally

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

* Includes re-runs of existing reports

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

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

Appeals

If a ~~Request for Information~~request for JIS information is denied by AOC or -is denied by a court/county clerk JIS Data Dissemination Administrator, the requestor ~~may wish to~~can appeal the decision.

The requestor may appeal the decision to:

Chair, ~~Judicial Information System~~JISC Data Dissemination Committee
c/o ~~Director, Information Systems Division~~AOC Data Dissemination Administrator
Office of the Administrator for the Courts
PO Box 41170
Olympia WA 98504-1170

The Data Dissemination Committee will hear appeals during its regularly scheduled meetings. The requestor is required to appear or call-in to the meetings to present the appeal and answer questions from the Committee.
~~Results of JIS appeals will be periodically disseminated to all Data Dissemination Administrators.~~

Recommended Local Policy & Procedures

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

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

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

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

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

Local Procedures

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

1. Request

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

2. Log of Requests

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

3. Evaluation of Request

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

4. Sizing and Fee Estimation

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

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

5. Fee Waiver

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

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

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

5-6. Denial of Request

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

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

6-7. Approval of Request

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

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

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

Commented [HS1]: Mandatory Forms section still needed?

7-8. Execution of Request

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

8- Verification of Information

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

10-9. Response to Requestor

The requested information and an invoice of the fees for the request will be sent to the requestor. The invoice will specify that payment is due within ~~45-30~~ days of the invoice date.

11-10. Liability Statement

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

12.11. Processing of Payment

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

13.12. Appeals

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

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

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

Office of the Administrator for the Courts

P.O. Box 41170

Olympia, Washington 98504-1170

(See the Appeals section).

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

~~Information Systems Division,~~

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

~~P.O. Box 41170,~~

~~Olympia, Washington 98504-1170~~

~~(see the Appeals section).~~

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

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

Court: _____

Date: _____

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

Part II: To whom shall the report be sent?

Requestor: _____

Representing: _____

Professional License No.: _____

Address: _____

City/State/Zip Code: _____

Area Code/Telephone No.: _____

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

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

Date of Birth: _____

Driver's License No.: _____

Subject's Address: _____

City/State/Zip Code: _____

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

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

Signature: _____

(Note: Signature must be notarized.)

State of Washington)
) ss.
County of _____)

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

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

**State of Washington
Office of the Administrator for the Courts**

**Agreement to Protect Records
From Commercial Use**

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

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

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

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

Name: _____

Address: _____

Telephone: () _____

Signature: _____

ID Verification (Driver's License #): _____

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

**State of Washington
Office of the Administrator for the Courts**

Research Agreement

Commented [HS1]: Replace with other agreement discussed in agenda item #6

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

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

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

IT IS THEREFORE AGREED AS FOLLOWS:

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

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

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

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

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

Office of the Administrator for the Courts

Researcher

By: Name

Name

Title

Title

.....
FOR JUVENILE RECORDS ONLY

State of Washington)
) ss.
County of _____)

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

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

5. Updates on JIS-LINK Amendments



October 26, 2018

TO: JISC Data Dissemination Committee
FROM: Stephanie Happold, AOC Data Dissemination Administrator
RE: Updates to JIS-Link Agreements

During its June 2018 meeting, the Committee approved new language in the JIS-Link Agreements. As the contracts were prepared, it was noticed that the confidentiality agreement provision should also require a form to be signed when the agreement started. Therefore, AOC staff recommend the following change:

June 2018 approved subsection:

The Subscriber agrees to ensure that:

By January 31, each employee with access to JIS-Link will sign a confidentiality agreement that is attached as Appendix B. By March 31, Subscriber will submit to AOC a statement of compliance that is attached as Appendix C.

Recommended change:

The Subscriber agrees to ensure that:

Each employee that needs access to the JIS-LINK service shall sign a confidentiality agreement, a copy of which is attached as Exhibit B and by this reference is incorporated into this Agreement. By January 31, each employee with access to JIS-Link shall sign another confidentiality agreement. By March 31, Subscriber will submit to AOC a statement of compliance that is attached as Exhibit C, and by this reference is incorporated into this Agreement.

6. Review of AOC Data Agreements



October 26, 2018

TO: JISC Data Dissemination Committee
FROM: Stephanie Happold, AOC Data Dissemination Administrator
RE: Review of AOC Data Agreements

Washington State Court Rule General Rule 31(g)(1) requires that:

“[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.”

The AOC data agreements are due for a Committee review. Included are a researcher template for researchers conducting legitimate research, and a data template for all other public user requests (media, attorneys, members of the public, etc.).

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

AOC Contract No. _____

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

IT IS THEREFORE AGREED AS FOLLOWS:

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

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

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

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

[OR]

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

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

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

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

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

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

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

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

[OR]

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

[OR]

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

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

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

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

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

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

18.3 Rate Schedule:

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

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

[OR]

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

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

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

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

20. GENERAL TERMS AND CONDITIONS:

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

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

20.3 DISPUTES: Except as otherwise provided in this Agreement, when a bona fide dispute concerning a question of fact arises between the AOC and the RESEARCHER, and it cannot be resolved, either party may take the dispute to the Judicial Information System Data Dissemination Subcommittee. The initiating party shall reduce its description of the dispute to writing and deliver it to the other party. The other shall write a response, and the matter shall be scheduled to be heard by the Data Dissemination Subcommittee. Both parties agree to exercise good faith in

dispute resolution.

[OR]

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

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

20.4 ENTIRE AGREEMENT: This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous discussions and agreements. Understandings, representations, or warranties not contained in this Agreement or a written amendment hereto shall not be binding on either party.

20.5 GOVERNING LAW: This Agreement shall be governed exclusively by the laws and statutes of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington. The RESEARCHER, by execution of this Agreement, acknowledges and agrees to the jurisdiction of the courts of the State of Washington in all matters relating to this Agreement.

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

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

20.8 INDEPENDENT STATUS OF PARTIES: The parties to this Agreement will be acting in their individual capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other

- party for any purpose whatsoever.
- 20.9 NON-EXCLUSIVITY:** This Agreement is non-exclusive. During the term of this Agreement, the AOC reserves the right to enter into agreements with other parties as it deems fit. Nothing contained in this Agreement shall be construed to limit in any way the AOC's right to enter a like or similar agreement or grant a like or similar license to any other entity or party on such terms as the AOC may in its sole discretion deem appropriate.
 - 20.10 NOTICES:** Any notice required or permitted to be given under this Agreement shall be effective if and only if it is in writing. Notice must be given by personal delivery or sent by United States mail; mail to the RESEARCHER must be sent to RESEARCHER's address as set forth in this Agreement and mail to the AOC must be sent to the Data Dissemination Administrator, Administrative Office of the Courts, 1206 Quince Street SE, PO Box 41170, Olympia, WA 98504-1170, or to such other address as each party has notified the other in writing.
 - 20.11 SEVERABILITY:** If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.
 - 20.12 SUBCONTRACTING:** The RESEARCHER shall not enter into subcontracts relating to this Agreement without obtaining prior written approval from the AOC.
 - 20.13 WAIVER:** No term or condition of this Agreement shall be held to be waived, modified, or deleted, and no breach excused, except by a written instrument signed by the parties hereto. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.
 - 20.14 SURVIVAL:** Section 12, Section 15, and Section 17 shall survive upon termination of this Agreement. RESEARCHER's obligation to maintain the confidentiality of the AOC data received under this Agreement shall survive termination of this Agreement in accordance with applicable laws.
 - 20.15 COUNTERPARTS:** This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.
 - 20.16 SIGNING AUTHORITY:** The signatories to this contract represent that they have the authority to bind their respective organizations to this contract.

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

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

RESEARCHER

By _____

By _____

[Print Name]

[Print Name]

[Print Title]

[Print Title]

Date

Date

Read and Understood

By: _____
Researcher

By: _____
Researcher

[Print Title]

[Print Title]

Date

Date

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

AOC Contract No. JIS_____

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

IT IS THEREFORE AGREED AS FOLLOWS:

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

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

provided such written consent.

8. Requestor further agrees that the AOC has the right, at reasonable times and upon prior notice, to monitor, audit, and/or review the activities and policies of Requestor (or any person or entity granted access to AOC data under Section 7, above) in order to assure compliance with this Agreement.

9. COSTS:

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

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

9.3 Rate Schedule:

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

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

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

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

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

13. The Requestor hereby agrees to defend, indemnify, and hold harmless the AOC, its employees, Washington State courts, and the State of Washington from all 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, or for acts of the Requestor which are libelous or slanderous or violate a right of confidentiality.

14. The effective date of this Agreement is the date of last signature. This Agreement will expire in one year from the effective date.
15. Requestor acknowledges that the AOC shall not be responsible or liable for the validity of any AOC data provided or for the use of the AOC data. Specifically:
 - 15.1 The AOC shall not be liable for any demand or claim, regardless of form of action or venue thereof, for any damages resulting from the use by Requestor or other third parties of any AOC data.
 - 15.2 The AOC shall not be liable for any demand or claim, regardless of form of action or venue thereof, for any damages arising from incorrect or incomplete data provided under this Agreement.
 - 15.3 The AOC shall not be liable to Requestor or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction, damage or loss of data, or any other indirect, special or consequential damage which may arise from the use, operation, or modification of AOC data provided under this Agreement.
16. **GENERAL TERMS AND CONDITIONS:**
 - 16.1 **ALTERATIONS AND AMENDMENTS:** This Agreement may be amended by mutual written agreement of the parties.
 - 16.2 **ASSIGNMENT:** The Requestor may not transfer or assign:
 - (i) this Agreement or any portion thereof;
 - (ii) any right or benefit accruing to the Requestor under this Agreement; or
 - (iii) any claim arising under this Agreement.
 - 16.3 **DISPUTES:** Except as otherwise provided in this Agreement, when a bona fide dispute concerning a question of fact arises between the AOC and the Requestor, and it cannot be resolved, either party may take the dispute to the Judicial Information System Data Dissemination Subcommittee. The initiating party shall reduce its description of the dispute to writing and deliver it to the other party. The other shall write a response, and the matter shall be scheduled to be heard by the Data Dissemination Subcommittee. Both parties agree to exercise good faith in dispute resolution and to avoid litigation whenever possible.
 - 16.4 **ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous discussions and agreements. Understandings, representations, or warranties not contained in this Agreement or a written amendment hereto shall not be binding on either party.
 - 16.5 **GOVERNING LAW:** This Agreement shall be exclusively governed in all respects by the laws and statutes of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior

Court for Thurston County, Washington. The Requestor, by execution of this Agreement, acknowledges and agrees to the jurisdiction of the courts of the State of Washington in all matters relating to this Agreement.

- 16.6 HEADINGS:** The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof unless otherwise specified herein.
- 16.7 CONFLICTS OF AUTHORITY:** If any provision of this Agreement shall be deemed in conflict with any statute or rule of law, such provision shall be deemed modified to conform to said statute or rule of law.
- 16.8 INDEPENDENT STATUS OF PARTIES:** The parties to this Agreement will be acting in their individual capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.
- 16.9 NON-EXCLUSIVITY:** This Agreement is non-exclusive. During the term of this Agreement, the AOC reserves the right to enter into agreements with other parties as it deems fit. Nothing contained in this Agreement shall be construed to limit in any way the AOC's right to enter a like or similar agreement or grant a like or similar license to any other entity or party on such terms as the AOC may in its sole discretion deem appropriate.
- 16.10 NOTICES:** Any notice required or permitted to be given under this Agreement shall be effective if and only if it is in writing. Notice must be given by personal delivery or sent by United States mail; mail to the Requestor must be sent to Requestor's address as set forth in this Agreement and mail to the AOC must be sent to the Data Dissemination Administrator, Administrative Office of the Courts, 1206 Quince Street SE, PO Box 41170, Olympia, WA 98504-1170, or to such other address as each party has notified the other in writing.
- 16.11 SEVERABILITY:** If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.
- 16.12 SUBCONTRACTING:** The Requestor shall not enter into subcontracts relating to this Agreement without obtaining prior written approval from the AOC.
- 16.13 WAIVER:** No term or condition of this Agreement shall be held to be waived, modified, or deleted, and no breach excused, except by a written instrument signed by the parties hereto. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.
- 16.14 SURVIVAL:** Section 13 and Section 15 shall survive upon termination of this Agreement. Requestor's obligation to maintain the confidentiality of the AOC data received under this Agreement shall survive termination of this Agreement in accordance with applicable laws.
- 16.15 COUNTERPARTS:** The parties may execute this agreement in multiple counterparts, each of which shall be deemed an original and all of which shall constitute only one agreement.
- 16.16 SIGNING AUTHORITY:** The signatories to this Agreement represent that they

have the authority to bind their respective organizations to this Agreement.

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

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

Requestor

By _____

By _____

Name:
Title:

Name:
Title:

Date

Date

7. Court Rule GR15 and Restricted Case Types



October 26, 2018

TO: JISC Data Dissemination Committee
FROM: Stephanie Happold, AOC Data Dissemination Administrator
RE: Court Rule GR 15 and Restricted Case Types

AOC staff is seeking direction in the interpretation of Court Rule GR 15(c)(4) language and how/if it should apply to restricted case types (adoption, paternity, juvenile non-offender, involuntary commitment).

GR 15(c)(4):

(4) Sealing of Entire Court File. When the clerk receives a court order to seal the entire court file, the clerk shall seal the court file and secure it from public access. All court records filed thereafter shall also be sealed unless otherwise ordered. The existence of a court file sealed in its entirety, unless protected by statute, is available for viewing by the public on court indices. The information on the court indices is limited to the case number, names of the parties, the notation "case sealed," the case type and cause of action in civil cases and the cause of action or charge in criminal cases, except where the conviction in a criminal case has been vacated, section (d) shall apply. The order to seal and written findings supporting the order to seal shall also remain accessible to the public, unless protected by statute.

Should the existence of sealed restricted case types also be displayed?