STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
AND
WASHINGTON STATE PATROL

AOC DATA SHARE AGREEMENT DSA16352
WSP Contract Number: K11829

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 Washington State Patrol, through the Identification and Criminal History Section (WSP), 3000 Pacific Ave, #202, Olympia WA 98501.

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

1. **PURPOSE.** The purpose of this Agreement is to establish the terms and conditions under which the AOC agrees to grant WSP access to the Business Objectives XI (BOXI) to run or schedule reports containing sealed Judicial Information System (JIS) juvenile offender case data, in order to satisfy WSP's statutory requirements contained in RCW 13.50.260(8)(d). This access was authorized by the Judicial Information System Committee's subcommittee, the Data Dissemination Committee during its October 23, 2015, and December 4, 2015, meetings..

2. **DEFINITIONS.** As used throughout this Agreement, the following terms shall have the meanings set forth below:

   2.1 "Agreement" shall mean this document, any attachments that are referenced and incorporated into this document, and any subsequent amendments.

   2.2 "AOC" shall mean the Administrative Office of the Courts of the State of Washington, any division, section, office, unit, or other entity of the AOC, or any of the officers, other officials, employees, volunteers, or others acting as representatives lawfully representing the AOC.

   2.3 "Data" and "Information" shall include any BOXI report provided by AOC under this agreement.

   2.4 "WSP" shall include all officers, employees, and agents of WSP Identification and Criminal History Section, and no other Washington State Patrol section or department.

   2.5 "Third Party" shall mean any other person or entity, other than the parties to this agreement, and shall include but is not limited to, subscribers, customers, clients, law enforcement agencies, associates, collaborators, and subcontractors to WSP, including other Washington State Patrol sections or departments.

3. **BASIC TRANSACTION.** The Agreement sets forth the responsibilities of the parties and the terms and conditions under which the data is provided.

   3.1 Responsibilities of the AOC. The AOC shall:

   3.1.1 Provide WSP with credentials that will give WSP access to BOXI.

   3.1.2 Provide WSP view-only access to BOXI to run or schedule reports.

3.1.3 Provide WSP BOXI reports for specified sealed juvenile cases that include the following data fields if available:

a. Person Name
b. Name Indicator
c. Name Code
d. Case Number
e. Court Code
f. Violation Date
g. Violation Title
h. DV Flag
i. Judgment Code
j. Judgment Date
k. Case Disposition Code
l. Case Disposition Date
m. Date Sealed
n. Sentence Date
o. Sentence Description Text

3.2 Responsibilities of the WSP. WSP shall:

3.2.1 Comply with the provisions of this Agreement and all of the terms and conditions contained herein or attached hereto.

3.2.2 Use the sealed case data and information provided under this Agreement to only satisfy its requirements under RCW 13.50.260(8)(d).

3.2.3 Limit access to the BOXI reports to WSP and its employees whose responsibilities cannot be accomplished without such access, and who have been advised of and agreed to comply with, the provisions of this Agreement and the provisions of chapter 13.50 RCW. WSP employees shall sign a confidentiality agreement that is attached and incorporated into this Agreement as Attachment A. WSP shall keep the confidentiality agreements on file and provide to AOC upon notice.

3.2.4 Establish written procedures describing the process WSP uses to meet the terms and conditions of this section of the Agreement.

3.2.5 Recognize and hereby acknowledge that the user identifiers and passwords supplied by the AOC to WSP are the confidential property of the AOC, subject to the proprietary rights of the AOC, and agree to hold such user identifiers and passwords in the strictest confidence.

3.2.6 Exercise at all times the same care with respect to the user identifiers and passwords, or any other materials or information provided hereunder by the AOC, as WSP would exercise in the protection of WSP's own confidential information or property, and to not release or disclose it to any other party except with the written consent of the AOC.

3.2.7 Explain the provisions that will be taken to securely protect any information and data that is confidential (e.g. physical locks, computer passwords and/or encryption) if such explanation is requested by AOC.

3.2.8 Not furnish in any form, to any person, corporation, partnership, association, or organization any of the individual names, addresses or otherwise identifying information provided by the AOC under this Agreement for the purpose of making commercial contact with the individuals named or otherwise identified for solicitation purposes.

3.2.9 Prohibit disclosure of sealed case data to third parties, and only provide information derived from data obtained under this Agreement to other law enforcement agencies in a limited manner as allowed under RCW 13.50.260(8)(d).

3.2.10 Be responsible for ensuring that use of the information and data provided under this Agreement by its authorized third parties is conducted in a proper and legal manner.

3.2.11 Prohibit the disclosure of information or data in any form which identifies an individual other than what is allowed under RCW 13.50.260(8)(d).

3.2.12 Prohibit the copying or duplication of information or data provided other than for RCW 13.50.260(8)(d) purposes.

3.2.13 Delete any Social Security Numbers inadvertently included in the information and data provided to WSP.

3.2.14 Immediately notify the AOC of any material changes in the purposes or in the manner in which the data will be used.

4. ONGOING DATA UPDATE REQUIREMENTS.

4.1 **Sealed and otherwise restricted cases**: WSP agrees to update cases in its files that are sealed (or otherwise restricted) when the information is delivered to WSP.

4.2 **Dispositions**: WSP agrees to promptly update all cases when disposition information is received.

4.3 **Case amendments**: WSP agrees to update any files containing cases with an amended charge after their first appearance in the data files.

5. TERM AND EFFECTIVE DATE OF AGREEMENT.

5.1 This Agreement becomes effective on the date of the last party's signature.

5.2 The initial term of this Agreement is from the date of its execution by the AOC through December 31 of the current year, unless sooner terminated as provided herein.

5.3 This Agreement automatically extends for successive one year periods unless either of the parties notifies the other in writing, electronic mail being sufficient, at least 30 days prior to the automatic renewal date that they wish to terminate the Agreement.

5.4 The Agreement may be terminated in accordance with the provisions of Subsections 15.16.1 and 15.16.2.

6. COSTS. There is no compensation or fees associated with this Agreement.

7. AUDITS. The AOC may, at its discretion and upon reasonable notice, perform audits of WSP to verify compliance with the terms and conditions of this Agreement and the appropriate use of the data provided by the AOC.

8. COMPLIANCE WITH AUTHORITIES.

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

8.2 In the event of WSP's noncompliance or refusal to comply with any such state and federal laws, court rules, administrative regulations and policies, this Agreement may be rescinded, canceled or terminated in whole or in part.

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

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

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

12. **DISCLAIMER OF WARRANTIES.**

12.1 The AOC provides no warranties, express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, with respect to information or data provided under this agreement.

12.2 The AOC provides no warranties, express or implied, that the information or data provided is accurate, current, correct, or complete. It is expressly understood by the parties that it is the responsibility of WSP and/or its customers, clients, or other third parties to whom the information and data were supplied to verify information or data obtained under this agreement with official court information reposing at the court of record.

13. **LIMITATION OF LIABILITY.** WSP acknowledges and accepts that all information and data provided under this agreement are provided on an AS IS basis and that the information and data may be subject to error or omission. Therefore, WSP agrees that the AOC shall not be responsible nor liable in any way whatsoever for the validity of any data and information provided or for the use of the information and data provided. Specifically:

13.1 The AOC shall not be liable for any demand or claim, regardless of form of action, for any damages resulting from the use by WSP of any information or data provided under this agreement.

13.2 The AOC shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information or data provided under this agreement.

13.3 The AOC shall not be liable to WSP 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.

14. **RESPONSIBILITIES OF THE PARTIES.** 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. WSP assumes responsibility for the consequences of any claim, act or omission of any person, agency, firm, or corporation for WSP's dissemination of confidential information to any party outside of this Agreement.

15. **GENERAL TERMS AND CONDITIONS.**

    15.1 ALTERATIONS AND AMENDMENTS. This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. Any exceptions, revisions, or waivers to this Agreement's provisions that are requested by WSP must be approved in writing by the AOC and received by WSP prior to the requested use or dissemination of the information and data received under this Agreement.

    15.2 ASSIGNMENT. WSP may not transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to WSP under this Agreement; nor (iii) any claim arising under this Agreement.

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

    15.4 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.

    15.5 GOVERNING LAW. This Agreement shall be governed in all respects by the laws and statutes of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington. WSP, 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.

    15.6 HEADINGS. The headings and table of contents used herein are for reference and convenience only and shall not enter into the interpretation hereof unless otherwise specified herein. In the interpretation of this Agreement, the terms and conditions shall be construed to be complementary.

    15.7 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.

    15.8 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.

15.9 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.

15.10 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 WSP must be sent to WSP'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.

15.11 RECORDS MAINTENANCE. WSP will retain all books, records, documents, and other materials relevant to this Agreement, including records of all recipients of information obtained from WSP, for six years after termination of this Agreement and make them available at all reasonable times to inspection, review, or audit by personnel authorized by the AOC and other officials so authorized by law.

15.12 SAVINGS. In the event that after the effective date of this Agreement and prior to normal completion, funding from state, federal, or other sources is withdrawn, reduced, or limited in any way, the AOC may terminate the Agreement without cause upon 30 days written notice subject to renegotiation under those new funding or project limitations and conditions.

15.13 SEVERABILITY. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

15.14 SUBCONTRACTING. WSP shall not enter into subcontracts relating to this Agreement without obtaining prior written approval from the AOC.

15.15 SURVIVAL.

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

15.15.2 In addition, the provisions of Sections 12,13 and 14 of this Agreement shall survive the termination of the Agreement.

15.16 TERMINATION.

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

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

15.17 TERMINATION PROCEDURE. After receipt of notice of termination, and except as otherwise directed by the AOC, WSP shall:

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

15.17.2 Return or destroy all data provided by the AOC under this Agreement in any form, held by WSP, or any officer, employee or agent of WSP on the date and to the extent specified in the notice.

15.17.3 Take all action as may be necessary, or as the AOC may direct for the protection and preservation of the AOC's data which is in the possession of WSP.

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

16. COPIES. The parties may execute this Agreement in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

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

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

State of Washington **Administrative Office of the Courts**	**Washington State Patrol**
By _____	By _____
Stephanie Happold [Print Name]	Simon Tee [Print Name]
Data Dissemination Administrator [Print Title]	Grants + Contracts Mgr. [Print Title]
3/25/16 Date	3-22-16 Date

ATTACHMENT A

WASHINGTON COURTS

ADMINISTRATIVE OFFICE OF THE COURTS CONFIDENTIALITY AGREEMENT

As an employee of the Washington State Patrol Identification and Criminal History Section (WSP) with access to the AOC Business Objectives XI (BOXI) – Enterprise Data Warehouse and to sealed juvenile offender case data contained in the Judicial Information System, I understand that I may have access to confidential information and records in files and databases such as: court data, databases of other organizations, security plans and procedures, and other AOC and judicial branch administrative records. By signing this statement, I affirm my understanding of my responsibilities to maintain confidentiality and agree to the following:

1. I understand that databases, AOC files, and court files contain confidential and public information.
2. I understand that I may access, read, or handle confidential records, including sealed records to the extent required in, and for the purpose of, performing my assigned duties as an employee of WSP.
3. I agree not to divulge, publish, or otherwise make known to unauthorized persons any confidential information obtained by accessing BOXI and the sealed juvenile case information other than what is authorized in RCW 13.50.260(8)(d). I understand that:
   a. I may divulge confidential information to WSP employees who have also signed an AOC Confidentiality Agreement as necessary to perform my job duties.
   b. I may divulge confidential information to law enforcement agencies only if specifically authorized to do so by statute, court rule, judicial policy, or court order.
   c. Maintaining confidentiality includes not discussing confidential information outside of the workplace, or outside of my usual work area.
   d. After I leave the employment of WSP, I may not divulge confidential court information obtained during the course of my employment.
4. I agree to consult my supervisor or the AOC Data Dissemination Administrator on any questions I may have concerning whether particular information may be disclosed.
5. I understand that a breach of confidentiality may be grounds for legal action.
6. I agree to notify my supervisor and the AOC Data Dissemination Administrator immediately should I become aware of an actual breach of confidentiality or a situation which could potentially result in a breach, whether this is on my part or on the part of another person.
7. This agreement does not in any way abridge existing obligations to comply with other AOC policies, the JIS Data Dissemination Policy, and applicable court rules and statutes.

Signature	Date	Printed Name
[signature]	2/1/16	JAMIE ARRAS

Jamie Arras is authorized access to confidential information.

WSP Manager Authorizing Signature	Date	Printed Name
[signature]	2/9/16	Deborah Collinsworth

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Aimee Cox	2/5/16	Aimee Cox
Signature	Date	Printed Name

Aimee Cox is authorized access to confidential information.

Deborah Collinsworth	2/9/16	Deborah Collinsworth
WSP Manager Authorizing Signature	Date	Printed Name

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Signature	Date	Printed Name
Susan Farrington	2/4/16	Susan Farrington

Suzi Farrington is authorized access to confidential information.

WSP Manager Authorizing Signature	Date	Printed Name
Deborah Collinsworth	2/9/16	Deborah Collinsworth

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Kimberly Flores	2.1.16	Kimberly Flores
Signature	Date	Printed Name

Kimberly Flores is authorized access to confidential information.

Deborah Collinsworth	2/9/16	Deborah Collinsworth
WSP Manager Authorizing Signature	Date	Printed Name

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Signature	Date	Printed Name
Debbra M Gadd	02-03-16	Debbra M. GADD

Debbra Gadd is authorized access to confidential information.

WSP Manager Authorizing Signature	Date	Printed Name
Deborah Collinsworth	2/9/16	Deborah Collinsworth

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Signature	Date	Printed Name
K McParland	02.01.2016	Kimberly McParland

Kimberly McParland is authorized access to confidential information.

WSP Manager Authorizing Signature	Date	Printed Name
Deborah Collinsworth	2/9/16	Deborah Collinsworth

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WASHINGTON COURTS

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As an employee of the Washington State Patrol Identification and Criminal History Section (WSP) with access to the AOC Business Objectives XI (BOXI) – Enterprise Data Warehouse and to sealed juvenile offender case data contained in the Judicial Information System, I understand that I may have access to confidential information and records in files and databases such as: court data, databases of other organizations, security plans and procedures, and other AOC and judicial branch administrative records. By signing this statement, I affirm my understanding of my responsibilities to maintain confidentiality and agree to the following:

1. I understand that databases, AOC files, and court files contain confidential and public information.
2. I understand that I may access, read, or handle confidential records, including sealed records to the extent required in, and for the purpose of, performing my assigned duties as an employee of WSP.
3. I agree not to divulge, publish, or otherwise make known to unauthorized persons any confidential information obtained by accessing BOXI and the sealed juvenile case information other than what is authorized in RCW 13.50.260(8)(d). I understand that:
   a. I may divulge confidential information to WSP employees who have also signed an AOC Confidentiality Agreement as necessary to perform my job duties.
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   d. After I leave the employment of WSP, I may not divulge confidential court information obtained during the course of my employment.
4. I agree to consult my supervisor or the AOC Data Dissemination Administrator on any questions I may have concerning whether particular information may be disclosed.
5. I understand that a breach of confidentiality may be grounds for legal action.
6. I agree to notify my supervisor and the AOC Data Dissemination Administrator immediately should I become aware of an actual breach of confidentiality or a situation which could potentially result in a breach, whether this is on my part or on the part of another person.
7. This agreement does not in any way abridge existing obligations to comply with other AOC policies, the JIS Data Dissemination Policy, and applicable court rules and statutes.

Becky Miner 2/5/2016 Becky L Miner
Signature Date Printed Name

Becky Miner is authorized access to confidential information.

Deborah Collinsworth 2/9/16 Deborah Collinsworth
WSP Manager Authorizing Signature Date Printed Name

ATTACHMENT A

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Signature	Date	Printed Name
Jennifer Nashleanas	2-1-16	Jennifer Nashleanas

Jenny Nashleanas is authorized access to confidential information.

WSP Manager Authorizing Signature	Date	Printed Name
Deborah Collinsworth	2/9/16	Deborah Collinsworth

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Klaudia Ochocka	02/01/16	KLAUDIA OCHOCKA
Signature	Date	Printed Name

Klaudia Ochocka is authorized access to confidential information.

Deborah Collinsworth	2/9/16	Deborah Collinsworth
WSP Manager Authorizing Signature	Date	Printed Name

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Signature	Date	Printed Name
[signature]	2/2/16	Joseph M. Parks

Joseph Parks is authorized access to confidential information.

WSP Manager Authorizing Signature	Date	Printed Name
[signature]	2/9/16	Deborah Collinsworth

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Connie Pekola	2/2/16	Connie Pekola
Signature	Date	Printed Name

Connie Pekola is authorized access to confidential information.

Deborah Collinsworth	2/9/16	Deborah Collinsworth
WSP Manager Authorizing Signature	Date	Printed Name

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C. Tetrault	2/2/16	Clasina Tetrault
Signature	Date	Printed Name

Clasina Tetrault is authorized access to confidential information.

Deborah Collinsworth	2/9/16	Deborah Collinsworth
WSP Manager Authorizing Signature	Date	Printed Name