

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

SERVICE AGREEMENT

For

PUBLIC DEFENDER AGENCIES

Use of

**THE JUDICIAL
INFORMATION SYSTEM'S**

JIS-LINK

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

JIS-LINK

SERVICE AGREEMENT

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

The purpose of this Agreement is to establish the terms and conditions under which the AOC agrees to grant to the Subscriber access to the JIS-Link service.

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

1. **TERM OF AGREEMENT--** The term of this Agreement is from the date of its execution by the AOC will remain in force until terminated pursuant to Paragraph 10 of this Agreement.
2. **WARRANTIES TO AOC--**The Subscriber warrants that it is a Washington State public defender agency or under contract with a local government to provide public defender services.
3. **JIS-LINK SERVICE**
 - a. The AOC provides a facility that allows access to court information contained in the Judicial Information System (JIS). This facility is called JIS-Link.
 - b. The court information that Subscriber is granted access to is set forth in the attached Exhibit A, which by this reference is hereby incorporated.
 - c. The AOC, in its sole discretion, may discontinue or change the JIS-Link service.
 - d. The AOC is under no obligation to maintain or upgrade any such computer programs provided under this Agreement, except as it deems appropriate
4. **GRANT OF LICENSE**
 - a. Subject to the performance of the obligations under this Agreement, the AOC hereby grants a limited, revocable, non-exclusive, non-transferable license (without the right to grant sublicenses) to use the JIS-Link service to access court information from the JIS-Link service
 - b. The Subscriber shall not gain any proprietary right to, nor interest in, any information and data provided by the JIS-Link service. Any rights or interest, or any portion thereof, derived by the Subscriber under this Agreement are exclusive to the Subscriber and

may not be transferred, assigned, or sold for any purpose whatsoever to any person, corporation, partnership, association, or organization of any kind.

5. OBLIGATIONS OF SUBSCRIBER

- a. The Subscriber agrees that the user identifiers, passwords, and computer programs, if any, supplied by the AOC are for the sole internal use of the Subscriber and will not be provided to other parties without the written consent of the AOC.
- b. The Subscriber agrees to ensure that:
 - i. Access and use of the JIS-Link service by its employees is only for the purpose of conducting official public defense business;
 - ii. Access and use of the JIS-Link service by its employees complies with all current, or as subsequently amended federal and state law, court rules, and administrative rules and policy governing, regulating and/or relating to the dissemination of the information;
 - iii. Access is available only to authorized employees having a cogent need for such information; and
 - iv. Use by its employees of the JIS information complies with any applicable laws, court rules, and/or court order.
- c. The Subscriber acknowledges that the Subscriber has greater access to court information than the public and agrees to protect the confidential JIS information from unauthorized disclosure.
- d. Because of the high risk associated with the use of wireless LANS for JIS access, the Subscriber agrees to comply with the JIS General Policy requirements for wireless networks. A copy of the JIS General Policy Wireless Networks requirements are set forth in the attached Exhibit B and by this reference is hereby incorporated.

6. COSTS

- a. Subscription fees are waived.
- b. The Subscriber is responsible for the cost of the computer equipment and method of accessing the JIS-Link service.

7. DISCLAIMER OF WARRANTIES

- a. 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 any computer programs or any information or data provided under this Agreement.
- b. The AOC provides no warranties, express or implied, that the information or data provided is accurate, current, correct, or complete. It is expressly understood by the parties that it is the responsibility of the Subscriber to verify information or data obtained under this Agreement against official court information reposing at the court of record.

8. **LIMITATION OF LIABILITY**--The Subscriber acknowledges and accepts that all information and data provided under this Agreement is provided on an "As Is" basis and that the information and data may be subject to error or omission and correspondingly agree that the AOC shall not be responsible nor liable in any way whatsoever for the validity of any data provided or for the use of the information and data provided. Specifically:

- a. 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 of any information, data, or other materials provided under this Agreement.
 - b. 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 information or data provided under this Agreement.
 - c. The AOC shall not be liable to the Subscriber 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.
9. **INDEMNIFICATION**--The Subscriber agrees to defend, indemnify, and hold harmless the AOC, its employees, and the State of Washington from all loss, risk of loss, and damages (including expenses, costs, and attorney fees) sustained or incurred because of, or by reason of, any claims, demands, suits, actions, judgments, or executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to any use made of the information or data obtained under this Agreement.
10. **TERMINATION**
- a. **Termination Without Cause**--Either the Subscriber or the AOC may terminate this Agreement 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 thirty (30) calendar days subsequent to the date such notice was provided.
 - b. **Termination For Cause**--The Subscriber accepts full responsibility and liability for any violations of this Agreement by the Subscriber's employees or agents of the Subscriber and any such violation shall result in immediate termination of the Subscriber's access to the JIS-Link services without notice. In such event, the Subscriber shall be liable for damages as authorized by law.
11. **ASSIGNMENT**--The Subscriber may not assign this Agreement.
12. **SURVIVAL**--The provisions of Paragraphs 5, 7 and 8 of this Agreement shall survive the termination of this Agreement.
13. **SEVERABILITY**--If any term, condition, or application of this Agreement is held invalid, such invalidity shall not affect any other terms, conditions, or applications of this Agreement 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.
14. **WAIVER/MODIFICATION**--Any failure of the AOC to enforce any provision of this Agreement shall not constitute a waiver of any rights under such provisions or any other provisions under this Agreement.
15. **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.

16. **ENTIRE AGREEMENT**--This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties unless otherwise stated in this Agreement.

IN WITNESS WHEREOF, the AOC and the Subscriber have signed this Agreement.

ADMINISTRATIVE OFFICE OF
THE COURTS

SUBSCRIBER

Jeff E. Hall, Administrator

Signature/Title

DATE: _____

DATE: _____

12/2006

AUTHORIZED JUDICIAL INFORMATION SYSTEM ACCESS

1. Applications Access

Judicial Information System (JIS)
 Superior Court System (SCOMIS)
 Appellate Court System (ACORDS)

2. Case Type Security

| JIS Case types Available for Access | Case Type |
|--|-----------|
| Courts of Limited Jurisdiction Case Types | |
| Civil | CV |
| Criminal Felony | CF |
| Criminal Non-Traffic | CN |
| Criminal Traffic | CT |
| Infraction Non-Traffic | IN |
| Parking | PR |
| Probable Cause | PC |
| Small Claim | SC |
| Superior Court Case Types | |
| Criminal | S1 |
| Civil | S2 |
| Domestic | S3 |
| Probate/Guardianship | S4 |
| Juvenile Offense | S8 |
| Judgment | S9 |

3. Screen Access

| JIS Screens Available for Access | Command |
|--|---------|
| Address History | ADH |
| AKA/DBA Alias Information | AKA |
| Case Accounting Notes | CAN |
| Create AR Inquiry | CARI |
| Case Docket Inquiry/Update | CDK |
| Set Court Date | CDT |
| Case Financial History Accounts Receivable (ARs) | CFHA |
| Case Financial History Bond/Bail | CFHB |
| Case Financial History Disbursement | CFHD |
| Case Financial History Adjust | CFHJ |
| Case Financial History Receipt | CFHR |
| Case Financial History Summary | CFHS |
| Civil Case Filing Inquiry | CIVI |
| Court Name/Case Index | CNCI |
| Case Disposition Screen | CSD |
| Judgment/Disposition Inquiry | CVJI |
| Defendant Name Address Duplicate | DAD |
| Defendant Case History | DCH |

| JIS Screens Available for Access | Command |
|--|----------------|
| Display Journal Vouchers | DJV |
| Defendant Name Duplicate | DND |
| Hearings Held | HRH |
| Individual Order History | IOH |
| Joint And Several Inquiry | JTSI |
| Main Menu (with confidentiality message.) | MAM |
| Name Address Duplicate | NAD |
| Case Filing Inquiry/Update | NCC |
| Name Duplicate | NMD |
| Order Update | ORD |
| Order - Inquiry | ORDI |
| Case Participants | PAR |
| Parking Vehicle Ticket Inquiry | PKV |
| Non-Civil Plea/Sentencing | PLS |
| State Name/Case Index | SNCI |
| Additional Violations | VIO |
| SCOMIS Screens Available for Access | |
| SCOMIS Command Screen | |
| Search Index Screen | |
| Search Attorney | |
| Accounting Screen | |
| Archive Screen | |
| Attorney Screen | |
| Basic Screen | |
| Calendar Screen | |
| Charge Screen | |
| Docket Screen | |
| Name Screen | |
| Schedule Screen | |
| Sentence Screen | |
| Status Screen | |
| Summary Screen | |
| ACORDS Screens Available for Access | |
| Search Screen | |
| Basic Case Screen | |
| Participants Screen | |
| Events Screen | |
| Event Detail Screen | |

JIS General Policy Wireless Networks Requirements

2.2.9 Wireless Networks

Because of the high risk, this policy is designed to govern the use of wireless LANs for JIS access, except for public access subscribers. A wireless LAN could circumvent the network security architecture prescribed in this section. Unless there is stringent local network security that specifically addresses wireless LANs, it is easy to install an unauthorized wireless LAN and attach it to a local network without detection. Without proper security, it is also easy for unauthorized users to connect through a wireless LAN even if it is authorized.

2.2.9.1 The AOC, at its discretion, may approve connections from personal computers on wireless networks, or on networks that include wireless segments provided the agency responsible for the wireless network certifies in writing that it has done the following:

2.2.9.1.1 Complied with AOC standards for wireless networks.

2.2.9.1.2 Establish, document, and communicate wireless access security practices within the agency.

2.2.9.1.3 Implement a program to perform an audit on a regular basis in order to locate any rogue wireless devices.

2.2.9.2 Agencies approved access from wireless networks or networks including wireless segments shall certify at least once every two years to the AOC, in writing, that they are adhering to these wireless policies and applicable AOC technical standards.

2.2.9.3 If the AOC implements a wireless network, it must comply with the requirements of this section.

2.2.9.4 Public access subscribers are not subject to policies on wireless networks.

Public access subscribers do not have access to confidential data and use SSL for encryption. In addition, public access subscribers will have to pay for any unauthorized transactions. It is up to them to control and police their networks.

State of Washington
Administrative Office of the Courts

CERTIFICATE OF ELIGIBILITY
for
CONTRACTED PUBLIC DEFENDER
ACCESS TO JIS-LINK

To Be Completed By Court Administrator, Court Clerk, or Judge

The undersigned hereby certifies that _____ (law firm) represents
_____ (county/municipality/political subdivision) in matters pertaining to
(check one of the following): public defense/assigned counsel prosecutor/city attorney for the period
_____ to _____.
(Date) (Date)

Signature of Court Official

Title

Print Name-Court Administrator, Court Clerk, or Judge

Date

SUPPLEMENTAL AGREEMENT
for
ACCESS TO JIS-LINK

To Be Completed By Law Firm Official

In addition to the provisions of the standard Service Agreement for county and city prosecuting attorneys and public defense counsel use of the Judicial Information System's JIS-Link, the undersigned hereby agrees to the following terms and conditions:

1. Any user identifications (IDs) assigned pursuant to this authorization are for use only in the course of the business of the courts. Misuse of these IDs will result in termination of service.
2. If the Subscriber intends using JIS-Link for other purposes other than for the business of the courts, they shall apply for use of JIS-Link under a separate agreement for private use by the law firm.
3. User IDs assigned will be automatically terminated at the end of the contract period noted above. In the event a contract with the county/municipality/political subdivision is renewed or extended, the Administrative Office of the Courts (AOC) must be notified in writing at least thirty (30) days prior to the current contract expiration date to ensure uninterrupted service. Such notification must include a renewed Certificate of Eligibility properly endorsed by an officer of the contracting jurisdiction(s). If notice is not received at least thirty (30) days prior to the above contract expiration date, the subscriber will be required to reapply for access to JIS-Link services.

Signature of Law Firm Official

Title

Print Name-Law Firm Official

Date

**JIS-LINK
SUBSCRIBER INFORMATION FORM**

ORGANIZATION INFORMATION

Organization Firm Name

Primary JIS-Link-Site Coordinator

Street Address

Alternate JIS-Link-Site Coordinator

PO Box

Telephone Number

City/State/Zip Code

FAX Number

Internet E-Mail Address

NATURE OF BUSINESS:

(i.e., Government, Law Firm, Investigative,
Press, Law Enforcement, etc.)

BILLING INFORMATION:

If billings should be directed to someone other than
your JIS-Link Site Coordinator, please specify:

TECHNICAL INFORMATION

CONNECTION TYPE (Check all that apply)

- Internet
- DIS (Access via DIS OAC network connection)
- Other (Specify) _____

OPERATING SYSTEM

Please specify the operating system you use
on your PC (i.e., Windows, Linux, Mac)

INTERNET BROWSER

Please specify the Internet browser and version you will be using with JIS-Link (i.e., Internet Explorer,
version 6.0; Netscape, version 6.0)

