

**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 St SE
PO Box 41170
Olympia WA 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 the "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 and it 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 the 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, 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 Subscriber under this Agreement are exclusive to 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 are 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;
 - iv.** Use by its employees of the JIS information complies with any applicable laws, court rules, and/or court order; and
 - v.** 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.
- 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.** The Subscriber shall be responsible for monitoring its employees, who are subject to the terms and conditions of this Agreement, as well as the terms and conditions set forth in any confidentiality agreement. To that end, the Subscriber shall adopt procedures for its employees to ensure compliance, and shall provide to AOC two months after the date of execution of this Agreement, an acceptable written policy for monitoring employee usage of the JIS-Link access and for reporting any breach. Failure to provide such a policy shall result in legal penalties including but not limited to, termination of this Agreement.

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 agrees 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 may result in immediate termination of the Subscriber's access to the JIS-Link services by AOC 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.c, 7, 8, and 9 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.

17. SIGNING AUTHORITY

The signatories represent that they have the authority to bind their respective organizations to this Agreement.

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

**STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF
THE COURTS**

SUBSCRIBER

**Stephanie Happold
Data Dissemination Administrator**

Signature

Print Name

PrintTitle

DATE: _____

DATE: _____

EXHIBIT A

AUTHORIZED JUDICIAL INFORMATION SYSTEM ACCESS

1. Applications Access

Judicial Information System (JIS)
Superior Court System (SCOMIS)
Appellate Court System (ACORDS)
Judicial Application Browser System (JABS)

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
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	
JABS Additional Access	
Abstract Driving Record	ADR Tab

EXHIBIT B

**Confidentiality Agreement
for Access to the
Judicial Information System (JIS) Using
JIS-LINK**

As part of my job duties, I require access to the Judicial Information System (JIS), which includes the District and Municipal Court Information system (DISCIS), the Superior Court Management Information System (SCOMIS), the Appellate Court System (ACORDS), and the Judicial Access Browser System (JABS).

The JIS contains both public and confidential information from court cases and other automated databases. By signing this statement, I affirm my understanding of my responsibilities to maintain confidentiality and agree to the following:

1. I understand that the court case files and automated databases in JIS contain confidential, as well as public, information.
2. I understand that I may access, read, or handle confidential information to the extent required in, and for the purpose of, performing my assigned duties as an employee of my agency or as an officer of the court.
3. I agree not to divulge, publish, or otherwise make known to unauthorized persons or to the public any confidential information obtained from JIS. I understand that:
 - a. I may divulge confidential information to judicial officers, authorized court employees, and authorized employees of my agency as necessary to perform my job duties.
 - b. I may divulge confidential information to others 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 my agency I may not divulge confidential information obtained during the course of my employment.
4. I agree to consult my supervisor 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 disciplinary or legal action.

6. I agree to notify my supervisor immediately should I become aware of an actual breach of confidentiality or a situation which could potentially result in a breach, whether this be on my part or on the part of another person. If my work is such that I do not have a supervisor, I will notify the Presiding Judge, or the Court Administrator, or the Court Clerk of the above-named court.

Signature

Date

Print Name

Job Title

Name of Employer

**Authorization of Access to the Judicial Information System
Using JIS-LINK**

_____ is authorized to access the above-described
Judicial Information System using the office JIS-LINK account.

Signature of Office Elected, Director, or Manager

Date

Print Name

Name of Office

EXHIBIT C

**STATEMENT OF COMPLIANCE
FOR CONFIDENTIALITY AGREEMENTS**

All staff with a JIS-LINK RACFID for _____
[name of office]

have executed a confidentiality agreement at the beginning of calendar year _____.

I declare under the penalty of perjury under the laws of the state of Washington, that the above statement is true and correct.

Signed on the _____ day of _____, at
[month and year]

[city and state]

Signature

Print Name

Title

Please mail to: The Washington State Administrative Office of the Courts, Attn: Data Dissemination Administrator,
P.O. Box 41170, Olympia, WA, 98504

Received by the Washington State Administrative Office of the Courts on:_____.

By: _____
Name

Title

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

State of Washington
Administrative Office of the Courts

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)

