Policies & Notices Court Integration Services Government Subscriber Accounts

Revised November 2, 2009

This document identifies policies and notices that govern the use of Court Integration Services by Subscribers. It is made part of the Master Subscriber Agreement for Court Data Services ("Master Subscriber Agreement") by reference in the Master Subscriber Agreement. Because each Subscriber must sign a Master Subscriber Agreement before receiving an account, this document applies to all active accounts. It is the obligation of each Subscriber to check for and be familiar with the contents of existing and new Policies & Notices within this document. All terms defined within the Master Subscriber Agreement have the same meaning herein.

1. Current Information on Court Integration Services

Background and Technical Information: www.mncourts.gov/is

Subscribe, Training, and Support: www.mncourts.gov/?page=1365 (sign up for RSS feed for changes to this document)

The two web pages above contain the most complete and current information on Court Integration Services. If you have any questions, please visit these sites for applicable contact information.

The Court reserves the right to modify Court Integration Services from time to time, including data structures and features of Subscriber accounts. To receive the most up-to-date information on Court Integration Services and updates to this Policies & Notices document, subscribe to the RSS feeds on these web pages.

2. Fees

Currently there are no fees for Court Integration Services. However, the Master Subscriber Agreement includes fee provisions in the event that fees may be introduced at a future date. Subscribers will be notified a minimum of 30 days prior to the imposition of any fees for these services.

3. System Availability

Court Integration Services availability aligns with the availability of MNCIS Odyssey. MNCIS Odyssey is available according to the following schedule. For information on unavailability during core hours, see http://www.mncourts.gov/?page=2052.

Core Hours of Availability: 7:00 AM to 5:30 PM, Monday through Friday, excluding holidays.

Unavailability may occur during core hours for:

- System Failure
- Unscheduled Emergency Maintenance

Non-core Hours of Availability: 5:30 PM to 7:00 AM, Monday through Friday, holidays, & weekends.

Unavailability may occur during non-core hours for:

- System Failure
- Unscheduled Emergency Maintenance
- Scheduled Maintenance

Definitions of Terms Used in System Availability Schedule:

<u>System Failure</u>. There will be situations where system failures will occur that are beyond our control that will cause Odyssey, MPA, and/or Court Integration Services to be unavailable. For these failures it's likely that no warning will be possible. Examples are: data circuit problems, database server failure, multiple web server failures, disk subsystem failure, power failure, or data center air conditioner failure.

<u>Unscheduled Emergency Maintenance</u>. There will be emergency situations where only short notice is possible before terminating Odyssey, MPA, and/or Court Integration Services availability. The ITD Technical Systems Unit has unquestioned authority to decide if and when emergency maintenance is necessary. This is an infrequent occurrence, which happens once or twice per year, on average.

<u>Scheduled Maintenance</u>. There are activities that must be periodically performed on many components within the infrastructure supporting Odyssey, MPA, and/or Court Integration Services including hardware, software, and firmware upgrades to: firewalls, switches, web servers, database servers, and disk storage devices to keep them operational and at a supported level by our vendors. In order to balance our customer's needs for consistent access to these applications and services, and to recognize that our support personnel only work the day shift Monday through Friday, scheduled maintenance will not be performed during Core Hours. Even in those instances where we plan to perform scheduled maintenance outside of the core hours, we would provide 24 hour notice when possible.

4. Security & Account Activation Information; Usage

Subscribers receive certain account security and usage information upon account setup, including the items described below. All such information is defined as Court Confidential Information in the Master Subscriber Agreement. Subscriber must take all appropriate action, whether by instruction, agreement, or otherwise, to ensure the protection, confidentiality, and security of Court Confidential Information as defined in the Master Subscriber Agreement and to satisfy Subscriber's obligations under such agreement.

Account ID and Password. Each Subscriber receives a confidential Account ID and Password.

Account IDs and Passwords do not expire but may be changed at the discretion of the Court. If a Subscriber desires a Password change, a Change Request Form should be submitted.

5. Use of Third Parties to Deliver Messages (i.e., Vendors and Other Agencies)

The Court recognizes that Subscribers may rely on third parties to assist in the delivery of messages to and from Court Integration Services. Third parties may include technology vendors, other government agencies, and even other departments within their own respective agencies. For example, an application vendor, an information broker administrator, and even a Subscriber's internal information technology department are viewed as third parties because they do not have contractual or legal authorization from the Court to receive and use Court Records.

The Court will only enter into a Master Subscriber Agreement for Court Data Services with an "end user" as the Subscriber. The Court will not enter into a Master Subscriber Agreement with a third party for the purpose of delivering messages to or from an end user. Therefore, "Subscriber" always means the "end user" of Court Integration Services.

When third parties are involved as agents in the delivery of messages to and from Court Integration Services, the Subscriber must identify such third party agents to the Court on its Request Forms and Change Request Forms Section 2 (f) and take all appropriate action, whether by instruction, agreement, or otherwise, to ensure the protection, confidentiality, and security of State Confidential Information as defined in the Master Subscriber Agreement and to satisfy Subscriber's obligations under such agreement. Without limiting the Subscriber's contractual obligations discussed above, the Court directs each Subscriber to provide a copy of all approved Request Forms and Change Request Forms to its third party agents as a control mechanism to help secure and protect the Subscriber's authorized Court Records.

Diagram 1.

