

**Attorney Agreement
For Access to Yuba County Superior Court's
Electronic Court Records and Systems**

This agreement is entered between the Superior Court of California, County of Yuba (the "Court") and _____ ("Attorney") effective _____, 20__.

1. **Purpose.** The purpose of this agreement is to memorialize the parties' understanding with regard to Attorney's access to Court maintained systems (Systems) and data (Electronic Court Records) electronically provisioned by Court to the Attorney through Court's Odyssey Web Portal (OWP). Subject to the conditions herein, Court grants to Attorney, free of charge, online, or systematic, access to Systems and Electronic Court Records for official use only.

2. **Description of Services.** Court shall electronically provision Electronic Court Records to Attorney in a manner determined solely by Court. For cases where the Attorney is the Attorney of Record for a party in the case, the Attorney will be given confidential and elevated access to the case. For all other cases, the access will be limited to access given to the general public.

Court makes no representation as to the availability of the system. Court shall have no liability in the event the electronic access is unavailable for any reason and any length of time. Furthermore, Court makes no representation as to the timeframe for the restoration of interrupted electronic access.

3. **Terms of Use/Confidentiality.** Attorney acknowledges that information accessed through Systems may be confidential. Access shall be governed by all applicable privacy laws, statutes, rules, and regulations. Attorney shall use data received under this agreement only to perform its official duties.

Should any form of data breach occur through the Attorney's access, Attorney bears sole responsibility for notifying the affected person(s) as required by Civil Code section 1798.29.

4. **Accuracy of Electronic Court Records.** Court warrants that Electronic Court Records provided to Attorney are intended to be copies of current Court records at the time of provisioning. As the official Court record may be updated subsequent to the Court provisioning it to the Attorney, the Electronic Court Record may not reflect the current record at a later point in time. Court shall have no liability in the event an Electronic Court Record is not current.

5. **Termination.** Either party may terminate this agreement at any time and for any reason, with or without cause. Court reserves the right to immediately suspend service to Attorney, without prior notice, if Court determines that this agreement has been violated by Attorney or a staff member of Attorney. Court may reinstate suspended service upon verification that such violations have been corrected and that measures have been taken by Attorney to prevent future violations.

6. **Liability and Indemnification.** Each party shall indemnify, defend, and hold harmless the other, its elected and appointed officers, employees, and agents from and against any and all third-party liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), to the extent such result from their respective acts and/or omissions arising from and/or relating to this agreement. Attorney shall indemnify, defend, and hold harmless Court from any violation-of-privacy claim, or any other claim, arising out of Attorney's access, or its employees' access (specified in Section 9), to Systems.

7. Sale of Records Obtained By Access. Any distribution for sale of electronic records obtained remotely through the access provided under this agreement is strictly prohibited.

8. Unauthorized Access. If a user gains access to an electronic record that he or she is not authorized to access, the user must (1) Report the unauthorized access to the court, (2) Destroy all copies, in any form, of the record, and (3) Delete from his or her web browser history all information that identifies the record.

9. Users receiving access. Each account must already be registered on our Portal. To register, go to www.yuba.courts.ca.gov, go to “Online Access/Payment”, and then click “Register” at the top-right of the screen. If you are registered with other courts that utilize the Tyler Portal, log-in using your existing credentials. “We cannot add the access until the account is registered. **Only the below users will receive access.** This access will remain in place until you revoke it by contacting the Court.

Name	Unique Email Address (This will be the username)

It is so agreed, effective the date set forth above.

Date:

Bonnie Sloan, CEO or Michael Pugh, CIO
Superior Court of California,
County of Yuba

Date:

Attorney

Attorney Name

For Court Use Only
CBN Verified:
Odyssey Party Number(s):

Attorney Email Address (for questions)

Attorney Bar Number

Attorney Phone Number