

Section 1 – Organization/Agency Information

Organization Name* _____

Name of Docket Coordinator
or Docket Judge* _____

Docket Locality* _____

Section 2 – Applicant Account Information

New User

Existing User

Delete User Email address _____

Last name* _____ First Name* _____ Middle _____ Suffix _____

Job Title* _____ Phone* _____ Extension _____

Section 3 – Terms and Conditions

1. I assume responsibility for ensuring that the records I access are limited to those I am lawfully entitled to access consistent with all applicable laws, agency regulations, standards, and policies including applicable privilege and confidentiality requirements.
2. I am authorized, pursuant to my official job duties, to have inquiry-only access to certain records stored in Specialty Dockets Database (SDD). I agree that any records accessed may not be printed for dissemination, copied (e.g., screen shots saved to a media storage device), stored, or transferred to any other device for any reason other than those required to perform my official duties. I acknowledge and agree that, except as expressly authorized by law, information, or documents to which I am provided access may not be disclosed or re-transmitted to any agent, subcontractor, or other third party.
3. I acknowledge that I will access only the records I have authority to view by law. As an additional safeguard, I further agree not to save passwords within an auto-retrieve function on my computer or device upon log-in to SDD.
4. I agree to promptly report to the Office of the Executive Secretary (OES) contact provided herein, any security incident involving these records, and in no event more than 12 hours following discovery. This notification shall include the following information: contact information (name, email, phone number) of person coordinating the investigation of the incident; date of the incident; the type and volume of records exposed; scope of the exposure to the extent known; and any known or suspected causes of the incident. The term "security incident" as used herein shall include all known incidents or occurrences that threaten the security of the information technology systems and records referenced in these terms and conditions, which result in potential access by third parties to records protected by federal or state laws, as well as any other incidents that may compromise the security of the information technology systems and records referenced herein. OES Contact: Derek M. Kestner, Information Security Officer, Office of the Executive Secretary, Supreme Court of Virginia, 100 North Ninth Street, Richmond, VA 23219, 804-786-1789, dkestner@vacourts.gov.
5. I understand that these terms and conditions and the design and content of the SDD may be revised and modified at any time without notice, and I understand and agree that this may affect the access described herein. OES will make efforts to notify any authorized user of the system as soon as possible when modifications are made; however, there may be instances where such notification is not communicated prior to the implementation of the modification(s).
6. I agree to be bound by these terms and conditions and recognize that OES may restrict or terminate, with or without notice, any access to SDD.
7. I agree that my obligations, as set forth herein, with regard to record security and reporting of security incidents shall survive any termination of access and shall be ongoing as long as the systems are maintained by OES.
8. I shall bear responsibility for ensuring that the use and storage of all information accessed through SDD complies with all applicable laws and regulations concerning protection or confidentiality.
9. I acknowledge and agree that, to the maximum extent permitted by applicable law, the site, services, and materials are provided by OES on an "as is" basis without warranty of any kind, including express, implied, statutory, or fitness for a particular purpose. OES does not warrant that access to this system, or the operation or performance of the system will be uninterrupted or error-free. THIS SYSTEM IS SUBJECT TO LIMITATIONS, DELAYS, AND PROBLEMS INHERENT WITH NETWORK-BASED COMMUNICATIONS. OES shall use reasonable efforts to correct or cure any such reproducible and documented material defects. Every effort is made to provide accurate and current information through this system. However, due to updating cycles and resources, users may encounter some inaccurate or outdated information. OES disclaims any responsibility or liability for errors, omissions, and the accuracy of any information. Authorized users to

this system have the responsibility to verify the accuracy, timeliness, and completeness of the information. By accessing and using the system, users accept all risks of loss or damage resulting from access and use of the system. No advice or information, whether oral or written, obtained by users from OES, or through or from use of the services, shall create any warranty not expressly stated in the Terms.

10. I acknowledge and agree that in no event shall OES, its agents, directors, employees, or suppliers be liable to the users or any third party for any direct, special, incidental, indirect, consequential, or punitive damages, including those resulting from loss of use or records, whether or not foreseeable, or if OES has been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with use of or access to the site, services or materials.
11. Access is limited to devices managed by my organization, and in no instance may personal devices be used to access SDD.
12. I acknowledge and agree that treatment information is protected by federal laws and regulations, including the Health Insurance Portability Accountability Act ([HIPAA](#)) and [42 C.F.R. Part 2](#).
13. I acknowledge and agree that the SDD Privacy Policy, which is incorporated herein by reference, shall also govern my access to and use of SDD.

Section 4 – Acknowledgment Signatures

Applicant’s Signature *	Date
_____	_____
Docket Coordinator/Docket Judge Signature *	Date
_____	_____
Specialty Dockets Team/OES Signature *	Date
_____	_____

Section 5 – Instructions for Processing this Document By Applicant Type

Docket Coordinator

- The applicant must complete the form and provide all required information, including signature and date.
- The name of the Docket Coordinator must be listed in Section 1 in the **Name of Docket Coordinator/Docket Judge**. The Docket Coordinator must sign in Section 4 **Docket Coordinator/Docket Judge Signature** and then submit the form for approval to the OES specialty dockets team.
- The specialty dockets team will review the form and sign if access is granted. The form should be emailed to specialtydockets@vacourts.gov for processing. The specialty dockets team will retain the signed form for three years from the time access is terminated, at which time it can be destroyed.
- If access is granted, the applicant will receive two emails containing account credentials needed to access SDD once the account is set up. The applicant should carefully read these emails and follow the directions provided, which will facilitate access to SDD.

Docket Team members

- The applicant must complete the form and provide all required information, including signature and date.
- If requesting access to multiple dockets, the applicant must complete one form per docket. The applicant should wait until the first application is processed and a username is assigned. When applying for access to additional dockets, the applicant should select **Existing User** in Section 2 and provide the username assigned by the first docket.
- The name of the Docket Coordinator must be listed in Section 1 in the **Name of Docket Coordinator/Docket Judge**. For **New User** requests, the docket coordinator must sign in Section 4 **Docket Coordinator/Docket Judge Signature** and then submit the form for approval to the specialty dockets team. If the request is for an **Existing User**, then the docket team member may email the form to specialtydockets@vacourts.gov for processing.
- The specialty dockets team will review the form and sign if access is granted. The specialty dockets team will retain the signed form for three years from the time access is terminated, at which time it can be destroyed.
- If access is granted, the docket coordinator will receive two emails containing account credentials needed to access SDD once the account is set up. The docket coordinator should provide this information to the applicant, who should carefully read these emails and follow the directions provided, which will facilitate access to SDD.

Docket Judges

- The applicant must complete the form and provide all required information, including signature and date.
- The name of the docket judge must be listed in Section 1 in the **Name of Docket Coordinator/Docket Judge**. The title “Docket Judge” should be entered on the **Organization Name** line in Section 1. The docket judge must sign in Section 4 **Docket Coordinator/Docket Judge Signature** and then submit the form to specialtydockets@vacourts.gov for processing.
- The specialty dockets team will review the form and sign if access is granted. The signed form will be retained for three years from the time access is terminated, at which time it can be destroyed.
- If access is granted, the applicant will receive two emails containing account credentials needed to access SDD once the account is set up. The applicant should carefully read these emails and follow the directions provided, which will facilitate access to SDD.

Processing questions can be directed to specialtydockets@vacourts.gov