

<b>STATE OF NORTH CAROLINA</b> <b>NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS</b>	<b>JUVENILE RECORDS</b> <b>ACCESS REQUEST/AGREEMENT</b> <b>(COUNSEL)</b>
---	--

**See Side Two for instructions on completing this form. All fields with asterisks must be entered.**  
 Fax Side One of completed form to (919) 890-1916 or scan Side One of completed form and email to the Access Administration team at [Access.Admin@nccourts.org](mailto:Access.Admin@nccourts.org).

ATTORNEY ("USER") INFORMATION				
*Attorney Name (first, middle, last required)	<input type="checkbox"/> Name Change	*Telephone Number (including area code)	Extension	*Social Security No. (last four digits)
*Mother's Maiden Name		*Attorney NC State Bar No.		Separation Date
Attorney Email Address	<input type="checkbox"/> Change Of Attorney Email Address	Print Name (to appear on documents)		<input type="checkbox"/> Attorney From Another State <input type="checkbox"/> See Side Two For Document Requirements
*Law Firm Name	<input type="checkbox"/> Change Of Firm			
*Law Firm Street Address	<input type="checkbox"/> Change Of Street Address			
*City		*State	*Zip	
*Requested Action For Attorney (select only one)				NCAOC User ID (NCAOC-Assigned)
<input type="checkbox"/> Add New Attorney <input type="checkbox"/> Delete Access For Existing Attorney <input type="checkbox"/> Update Information				

SYSTEM ACCESS/UPDATE REQUEST
------------------------------

**NCAOC Systems Access** Enter "A" to add access or "D" to delete access to the Juvenile Delinquency Records Search. If an "A" is entered below, NCAOC agrees to give the User access to the Juvenile Delinquency Records Search, along with written user instructions. If a "D" is entered, this agreement will terminate, and User's access will be revoked. Enter "X" on the "Update" line to indicate an update of information on the form, rather than a request for addition or deletion of access.

\_\_\_\_\_ **Juvenile Delinquency Records Search - Primary County: (specify)** \_\_\_\_\_ **Update**

USER AGREEMENT
----------------

The User acknowledges that records relating to juvenile delinquency proceedings are confidential records that must be withheld from public inspection, unless disclosure is ordered by the court. The User agrees to observe all applicable federal, state, and local laws and administrative rules regarding appropriate access to juvenile records and for the use and protection of data provided under this Agreement. The User further agrees to adhere to the following:

1. The User may not sell NCAOC data obtained through the Juvenile Delinquency Records Search.
2. The User may notify NCAOC at (919) 890-2407 within eight (8) hours of withdrawal or suspension from the practice of law in North Carolina, so that NCAOC can terminate the User's access rights.
3. It is the responsibility of the User to provide and maintain the User's workstation(s) as well as appropriate security measures to prohibit the public disclosure of confidential juvenile records.
4. User IDs shall not be divulged to anyone except those employed by the NCAOC.
5. The User must obtain the written informed consent of the juvenile **and** the juvenile's parent or legal guardian to disclose the juvenile's confidential records to third parties, including other employees of the User's law firm, unless the disclosure is authorized by the North Carolina Juvenile Code.
6. Each User will have a unique User ID that may be used only by the person to whom it is assigned.
7. The User must remain with any device currently accessing an NCAOC information system. Sessions connected to NCAOC information systems must be secured if the User is not in direct, immediate control of the accessing device.

USER'S SIGNATURE
------------------

The undersigned User hereby accepts the above "User Agreement" and the "Limits of This Agreement" found on Side Two of this form. The User further acknowledges that any violation of the User Agreement, NCAOC's security policies, or any federal, state, or local law regarding access to or security of NCAOC information systems may result in civil and/or criminal liability and in the immediate and irrevocable termination of the User's access to the NCAOC Juvenile Delinquency Records Search at the discretion of the NCAOC's Chief Information Officer or his/her designee.

User's Printed Name	Date
---------------------	------

User's Signature
------------------

VERIFICATION BY COURT OFFICIAL
--------------------------------

I, the undersigned court official, certify that I have verified the identity and signature of the attorney ("User") whose name appears on this Juvenile Records Access Request/Agreement (AOC-A-258).

Local Court Official's Printed Name	Office <input type="checkbox"/> Clerk Of Superior Court Or Clerk's Designee
	<input type="checkbox"/> District Attorney Or Assistant District Attorney <input type="checkbox"/> Judge Or Judge's Designee

Local Court Official's Signature	Date
----------------------------------	------

NCAOC SIGNATURE
-----------------

NCAOC CIO Or Designee	Date
-----------------------	------

**INSTRUCTIONS FOR COMPLETING ACCESS REQUEST/AGREEMENT FORM (AOC-A-258)**

The reverse side of this access request form is to be completed by all attorneys in private practice to request access to NCAOC's Juvenile Delinquency Records Search. All required sections must be filled out correctly and completely, the attorney must sign the form, and the local court official must sign the form to verify the identity and signature of the attorney. If the form is incomplete, illegible, unsigned, improperly signed, or not dated, the form will be returned to the sender without further action by the NCAOC. Questions regarding proper use of this form should be directed to NCAOC Access Administration at (919) 890-2221.

**ATTORNEY ("USER") INFORMATION (Fields with \* must be entered)**

Please provide all information as indicated on Side One. Fields with asterisks on Side One must be entered.

**\*Attorney Name:** If this request is for a name change, check the "Name Change" checkbox.

**\*Mother's Maiden Name** for the attorney is required for identification purposes.

**\*Separation Date** is required with a delete request.

**\*Attorney From Another State** If this block is checked, the attorney must provide a copy of an order admitting the attorney pro hac vice.

**\*Attorney Email Address:** If this request is for a change of the attorney's email address, check the "Change of Attorney Email Address" box.

**\*Law Firm Name:** Provide full name of the attorney's law firm.

■ If this request is for a change of law firm, check the "Change Of Firm" checkbox.

**\*Law Firm Street Address:** Provide the full street address, city, state, and zip code of the law firm.

■ If this request is for a change of the street address, check the "Change Of Street Address" checkbox.

**\*A Requested Action** must be selected for the attorney:

- Add New Attorney
- Delete Access For Existing Attorney
- Update Information

**NCAOC User ID:** The User's NCAOC User ID is assigned by the NCAOC when a new User is added and is required only if deleting an attorney's access or updating the information for the attorney or the law firm.

**SYSTEM ACCESS/UPDATE REQUEST**

For access to the Juvenile Delinquency Records Search, specify "A" for add. For removal of access, specify "D" for delete. If submitting the form solely to update user or firm information, specify "X" on the "Update" line. Specify the primary county where the User practices - this will appear as the default county in the application.

**USER AGREEMENT AND SIGNATURE**

The User (Attorney) for whom access is being requested must read, understand, and indicate agreement with the statements in this section of the form by printing the User's name and title, signing the User's name, and entering the date in the "User's Signature" block on Side One.

**VERIFICATION BY COURT OFFICIAL**

In order to verify the identity and signature of the User, a court official in the county in which the User's firm is located must fill in the requested information in the "Verification by Court Official" block on Side One and sign the form. With his or her signature, the court official is verifying that the person signing the form is the same as the attorney named on the form.

**NCAOC SIGNATURE**

Once the NCAOC receives the completed and signed form, the NCAOC's Chief Information Officer or designee will sign the form to finalize the agreement/approval process. NCAOC's Access Administration team will then set up the User's User ID to provide access to the system.

**LIMITS OF THIS AGREEMENT**

- A. The NCAOC specifically reserves the right, at its sole discretion, to alter operating hours, computer programs, or network services, including application screen and/or display changes, at any time and without prior notice.
- B. The NCAOC provides no warranties of any kind or nature, express or implied, in connection with this service.
- C. The information indexed in the Juvenile Delinquency Records Search is not the official record of the court. As such, it should only be used to gain a general understanding of a case's history and disposition. For an official record, and to confirm the status of a case, please obtain the actual case file from the appropriate County Clerk of Court office.
- D. The NCAOC shall not be liable for any demand or claim, regardless of form of action, for any damages arising from causes beyond the control and without the fault or negligence of the NCAOC.
- E. The NCAOC shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information or data accessed from this service. It is expressly understood by the parties that it is the User's responsibility to verify information or data obtained through this Agreement.
- F. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications that can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this agreement are declared severable.