

Utah State Juvenile Courts

C.A.R.E. Agency/Firm Access Request

September 2015

This agreement is between the Utah Juvenile Court and

_____ (Agency/Firm & business address)

and establishes the conditions under which the Juvenile Court will permit access by the *Agency/Firm* to the records of its Courts and Agency Records Exchange (C.A.R.E.) case management and eFiling systems. If you are an *Agency/Firm* that practices in multiple districts you need only request access in the primary district of the *Agency/Firm's* practice. The Trial Court Executive (TCE) in the primary district grants access for all judicial districts. Access is granted statewide. Please identify your *Agency/Firm's* primary district of practice (1st- 8th): _____.

As the *Agency/ Firm* representative requesting C.A.R.E. Access for employees of the *Agency/Firm* please submit a list of employee names and job titles on *Agency/Firm* letterhead along with this signed formed. Please note that each employee of the *Agency/Firm* will be required to sign a separate *Individual CARE User Agreement* and will be required to complete a basic C.A.R.E. training. As the *Agency/Firm* representative, please read each of the following and initial as your acknowledgement and understanding of the basic guidelines required for anyone acting on behalf of the *Agency/Firm*. By initialing, you are agreeing to comply with each of the requirements listed:

1. _____ As the *Agency/Firm* representative, I understand that C.A.R.E. records are not public records and I will not permit access to, or share, C.A.R.E. records with any person or entity outside of my *Agency/Firm*. I will not alter, or attempt to alter any record maintained within the C.A.R.E. system.
2. _____ As the *Agency/Firm* representative, I will guard against unauthorized use of C.A.R.E. logins and passwords which allow access to C.A.R.E. I understand this includes anyone acting on behalf of the *Agency/Firm*. I understand that access to C.A.R.E. may be denied to any person.
3. _____ As the *Agency/Firm* representative, I understand that upon termination of employment or substantial change in job duties of any of the employee's I have identified as associated with my *Agency/Firm* I will immediately notify the TCE in the primary district so that the *User's Individual Access* to C.A.R.E. can immediately be deactivated. I will notify the TCE of any changes made to the list of employees authorized to access C.A.R.E. on behalf of my *Agency/Firm*.
4. _____ As the *Agency/Firm* representative, I will ensure all employees with access to C.A.R.E. are trained on the restrictions imposed by law and this agreement and that all employees are trained on the use of C.A.R.E. according to district policies.
5. _____ As the *Agency/Firm* representative, I will notify the TCE in the primary district and the Administrative Office of the Courts (AOC) of any suspected violation of this agreement of the law governing access to judicial records.
6. _____ As the *Agency/Firm* representative, I understand that either party may terminate access for any reason, at any time by written notice to the other party.
7. _____ As the *Agency/Firm* representative, I indemnify and hold the Utah Juvenile Court harmless for any damages awarded as a result of injury caused by my *Agency/Firm* or any of its employees' acts or omissions in violation of this agreement or of the law governing access to judicial records.

By signing this document, I certify that I have the authority to enter into this agreement on behalf of the above listed *Agency/Firm*.

Agency/Firm Representative (Signature, title, & date)