



UTAH JUDICIARY

AGENCY/FIRM CARE ACCESS REQUEST

This agreement is between the Utah Juvenile Court and _____
Agency/Firm Name & Business Name

It establishes the conditions under which the Juvenile Court will permit access by the Agency/Firm to records filed with the court in the Court and Agencies' Records Exchange (CARE) case management and eFiling system. If you are an *Agency/Firm* that practices in multiple districts you need only request access in the district where your *Agency/Firm* is located. The Trial Court Executive (TCE) in the district or their designee will grant access to the *Agency/Firm* and each *User* based on location, duties, and roles. Please identify the district where your *Agency/Firm* is located. (1st - 8th) _____

As the *Agency/ Firm* representative requesting CARE 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 form.

Please note that each employee of the *Agency/Firm* will be required to sign a separate *CARE User Agreement* and complete a basic CARE training. As the *Agency/Firm* representative, please read each of the following and initial as your acknowledgment 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 CARE records are not public records and I will not permit access to or share, CARE records with any person or entity outside of my *Agency/Firm*. CARE records are classified by the court under Utah Code of Judicial Administration Rules 4-202.02 and 4-202.03.
2. _____ As the *Agency/Firm* representative, I will guard against unauthorized use of CARE logins and passwords which allow access to CARE I understand this includes anyone acting on behalf of the *Agency/Firm*. I understand that access to CARE may be denied to any person.
3. _____ As the *Agency/Firm* representative, I understand that each attorney and support staff must have their own CARE account, and sharing of accounts is prohibited.
4. _____ As the *Agency/Firm* representative, I will not alter, or attempt to alter any record maintained within the CARE system.
5. _____ As the *Agency/Firm* representative, I understand and agree that upon termination of employment or substantial change in job duties of any of the employees I have identified as associated with my *Agency/Firm* I will immediately notify the TCE or their designee in the primary district so that the *User's Individual Access* to CARE can immediately be deactivated. I will notify the TCE or their designee of any changes made to the list of employees authorized to access CARE on behalf of my *Agency/Firm*.

6. _____ As the *Agency/Firm* representative, I will ensure all employees with access to CARE are trained on the restrictions imposed by law and this agreement, and that all employees are trained on the use of CARE.
7. _____ As the *Agency/Firm* representative, I will notify the TCE or their designee in the primary district and the Administrative Office of the Courts (AOC) of any suspected violation of this agreement or of the law governing access to judicial records.
8. _____ 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.
9. _____ As the *Agency/Firm* representative, I will 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

Print Name

Title

Date