

Utah State Juvenile Courts

C.A.R.E. Individual User Agreement

September 2015

This agreement is between the Utah Juvenile Court and _____ and establishes the
(User – Please print)

conditions under which the Juvenile Court will permit access by the *User* to the records of the Courts and Agency Records Exchange (C.A.R.E.) case management and eFiling system. The Trial Court Executive in the primary district grants access to the User for all judicial districts. Please identify your primary district of practice (1st - 8th): _____.

C.A.R.E. roles are assigned based on the duties and roles identified below please identify your requested role:

- Prosecuting Attorney (Secretary/Staff)
- Defense Counsel (Secretary/Staff)
- Asst. Attorney General
- Other: _____

As the *User* requesting *Individual* C.A.R.E. Access, please read each of the following and initial as your acknowledgement and understanding of the basic guidelines required for access. By initialing, you are agreeing to comply with each of the requirements listed:

1. _____ I will access only those records necessary to my duties and functions, unless special permission for any other purpose is requested and granted. I understand that if I am authorized special permission this must be in advance and must be in writing.
2. _____ I will **not** share the record with any person or entity outside the agency. I will **not** permit access to the record by any person or entity outside the agency. I will not alter, or attempt to alter C.A.R.E. records. I understand that C.A.R.E. records are **not** public records.
3. _____ I will guard against unauthorized use of C.A.R.E. and understand that the sharing of my individual login and password prohibited.
4. _____ Upon termination of employment or substantial change in job duties, I will immediately notify the TCE in the primary district. I understand that upon termination, I am no longer authorized to access C.A.R.E. and should not make further attempts to do so. I understand that upon notification of termination, the TCE will immediately deactivate my access to C.A.R.E.
5. _____ I understand I must complete training with my respective agency and/or the Court in the proper use of C.A.R.E. and the restrictions.
6. _____ I will notify the TCE in the primary district and the AOC of any suspected violation of this agreement or of the law governing access to judicial records. Access to C.A.R.E. may be denied to any person alleged to have violated the law or this agreement. Any person found to have violated the law or this agreement may be subject to discipline and civil and criminal sanctions.
7. _____ I understand that either party may terminate access for any reason, at any time, by written notice to the other party.
8. _____ I indemnify and hold the Utah State Juvenile Court harmless for any damages awarded as a result of injury caused by my act or omissions in violation of this agreement or of the laws governing access to Judicial records.

User Signature

Date

Firm/Agency

Title

Signature of Firm/Agency Director authorizing access - Date

Address of Firm/Agency