

CONFIDENTIALITY AGREEMENT FOR OFFICE OF GUARDIAN AD LITEM

AGREEMENT entered this _____ day of _____, 2019, between the State of Utah **A.O.C. ("ADMINISTRATIVE OFFICE OF THE COURTS")**, **OFFICE OF THE GUARDIAN AD LITEM DIRECTOR ("Director")** and _____ (**"Volunteer(s)"**) for the purpose of working with the Office of the Guardian ad Litem and CASA as an intern or volunteer.

1. **DUTIES OF THE GUARDIAN AD LITEM OFFICE.** The Guardian ad Litem Office is charged with advocating and representing the best interests of any minor who has had a Guardian ad Litem appointed by the court as promulgated by the Legislature in Utah Code Ann. § **78A-6-902**. Such advocacy and representation is achieved through the work of all the Volunteers within the Office of the Guardian ad Litem.

2. **CONFIDENTIAL INFORMATION DEFINED.** Utah law declares that all juvenile court records, including the records of an attorney Guardian ad Litem, are confidential and may not be made public. These laws, as well as the ethical principles that protect confidential information disclosed to professionals, safeguard the privacy of the minor. To give maximum effect to the goal of protecting privacy, the Office of the Guardian ad Litem defines confidentiality broadly.

Confidential information is any information regarding a minor who is currently represented or who has been represented by the Office of the Guardian ad Litem. Specifically, all information provided by the client must be considered confidential. This includes not only sensitive information, but also information such as the minor's name and address. Confidentiality also includes information about the client that is obtained from other sources. Finally, information provided by the professional to the minor is confidential.

3. **ACCESS TO CONFIDENTIAL INFORMATION.** In order to fulfill the duties of the Office of the Guardian ad Litem, confidential information must be made available to the various Volunteers within the Office of Guardian ad Litem. Access to confidential information is restricted. The Office of the Guardian ad Litem will disclose confidential information solely to those Volunteers who need to know in order to fulfill the duties set forth in paragraph one.

4. **MANDATORY REPORTING OF CHILD ABUSE.** Relevant Utah law states: **When any person has reason to believe that a child has been subjected to abuse or neglect, or who observes a child being subjected to conditions or circumstances which would reasonably result in abuse or neglect, that person shall immediately notify the nearest peace officer, law enforcement agency, or office of the division. Utah Code Ann. §62A-4a-403 (1)(a) (2008, as amended).**

The above statutory requirement applies to all Volunteers within the Office of the Guardian ad Litem. Consequently, this confidentiality agreement does not shield any Volunteer within the Office of Guardian ad Litem from their duty to report instances of child abuse. The Volunteer's duty only applies to instances of child abuse which have not been previously reported.

5. **CONFIDENTIALITY DEMANDED.** The Office of the Guardian ad Litem requires and demands that all information be kept confidential. Accordingly, the Volunteer agrees to treat as confidential any and all information related to the operation of the Office of the Guardian ad Litem (including any and all information regarding office data, figures, methods of operation, volunteer history case load etc.) and will not release any such information to any person, firm or institution. See Confidentiality Information Defined set forth as paragraph 2.
6. **ENFORCEMENT.** Due to the vital importance of confidentiality and a client's privacy, the Volunteer understands that this agreement may be enforced through appropriate civil remedies and criminal sanctions.
7. **SEVERABILITY CLAUSE.** A declaration by any court, or any other binding legal source, that any provision of this agreement is illegal and void shall not affect the legality and enforceability of any other provision of this agreement, unless the provisions are mutually dependent.
8. **INTERPRETATION AND MODIFICATION.** The provisions of this Agreement shall be interpreted and construed according to the laws of the State of Utah. This Agreement may be amended, modified, or supplemented only by written amendment executed by the parties.
7. **SIGNATURES.** The Volunteer signs this Agreement to show understanding and agreement with the paragraphs listed above.

Volunteer

CASA Coordinator

Date: _____

Date: _____

