**DEPARTMENT OF CHILDREN AND FAMILIES**

Division of Safety and Permanence

**External Agency Agreement on Access to eWiSACWIS**

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1)(m), Wisconsin Statutes].

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| **I.** | **Parties to the Agreement** | | | | | | | |
| **Accessing Agency** | | | | | | | | |
| Name – Agency | | | | | Name – Recipient | | | |
| Title – Recipient | | | | | Email Address – Recipient | | | |
| Telephone Number – Recipient | | | Address – Physical (Street, City, State, Zip Code) | | | | | |
| **Custodial Agency** | | | | | | | | |
| Name – Agency | | | | | Name – Custodian | | | |
| Title – Custodian | | | | | Email Address – Custodian | | | |
| Telephone Number – Custodian | | | Address – Physical (Street, City, State, Zip Code) | | | | | |
| Pursuant to the Confidentiality Policy of the Wisconsin Department of Children and Families entitled “Access to eWiSACWIS and Information Contained in eWiSACWIS” and the controlling statutory authority cited in that policy, this Agreement is entered into between the       (hereinafter referred to as the “Custodial Agency”), located at       in the city / town / village of       and the Accessing Agency located at       in the city / town / village of      . | | | | | | | | |
| **II.** | **Effective Date of the Agreement** | | | | | | | |
| This Agreement shall be effective beginning       and shall remain in effect for a period of       year(s) or until       whichever is earlier. | | | | | | | | |
| **III.** | **Relationship of the Parties** | | | | | | | |
| The Custodial Agency and the Accessing Agency have established a functional relationship apart from this Agreement via  Contract  Memorandum of Understanding or  Other Agreement which is attached to and is made part of this Agreement. The purpose of that relationship, including job functions, overall scope of responsibilities and type of access are expressly stated in the attachment. The purpose of eWiSACWIS access is defined in Appendix A.      . | | | | | | | | |
| **IV.** | **Rationale for Access to eWiSACWIS** | | | | | | | |
| In addition to the formalized relationship between the Custodial Agency and the Accessing Agency identified in Section III of this Agreement, the parties agree that the following criteria for access to eWiSACWIS are met: | | | | | | | | |
| 1. The Accessing Agency, in order to meet its responsibilities to the Custodial Agency, is required to either view information maintained in eWiSACWIS or enter information into eWiSACWIS. | | | | | | | | |
| 2. To accomplish other statutory responsibilities related to child safety, the direct access of the Accessing Agency to eWiSACWIS is the most practical approach.  The Division of Safety and Permanence (DSP) in the Wisconsin Department of Children and Families (DCF) reserves the right to deny access for good cause, as determined by the DCF, even if the above criteria are met. | | | | | | | | |
| **V.** | **Number of Accessing Agency Employees** | | | | | | | |
| The total number of employees identified in Appendix B of the Accessing Agency who, under this Agreement, will be allowed access to eWiSACWIS shall not exceed       without an amendment to this Agreement. | | | | | | | | |
| **VI.** | **Responsibilities of Accessing Agency** | | | | | | | |
| The Accessing Agency must retain the user completed and signed eWiSACWIS User Agreement form (DCF-F-CFS2275). The Accessing Agency shall be required to provide any of its employees, subcontractors, or other individuals under its control training relative to the appropriate use of eWiSACWIS. The Accessing Agency shall also be required to provide to any of its employees, subcontractors, or other individuals under its control training relative to the various federal and state statutes and regulations which control access to and release of information contained in eWiSACWIS. This training shall be provided prior to any such employee, subcontractor, or other individual under its control prior to that person’s use of eWiSACWIS. | | | | | | | | |
| **VII.** | **General Policies** | | | | | | | |
|  | * Data and other information from eWiSACWIS shall be used only for the specific purpose outlined in the relationship document attached to this Agreement. | | | | | | | |
|  | * Data and other information from eWiSACWIS shall be safeguarded and secure from outside access. | | | | | | | |
|  | * It is the responsibility of the person having access to eWiSACWIS under this Agreement to know the purposes for which any data or other information can be used. | | | | | | | |
|  | * Any printed materials derived from eWiSACWIS shall be stored in secure files and data or other information from eWiSACWIS shall not be stored in files which are subject to public disclosure. | | | | | | | |
|  | * Data or other information from eWiSACWIS shall not be re-disclosed to any person or agency without the written approval of the Custodial Agency. | | | | | | | |
|  | * Unauthorized disclosure or other release of data or other information is a violation of the law and could result in criminal and civil penalties and immediate termination of this Agreement. | | | | | | | |
|  | * Unauthorized access to data or other information maintained in eWiSACWIS by a person granted access under this Agreement is a violation of the law and could result in criminal and civil penalties and immediate termination of this Agreement. | | | | | | | |
|  | * The DCF reserves the right to establish additional policies related to access to eWiSACWIS which, upon their publication, shall immediately apply to the Accessing Agency. | | | | | | | |
| **VIII.** | **Termination of this Agreement** | | | | | | | |
| This Agreement may be terminated at any time by either party with 30 days notice to the other party. In the event that the Custodial Agency or the Division of Safety and Permanence has good cause to believe that the Accessing Agency or any of its employees, subcontractors, or other individuals under its control have violated the applicable laws or this Agreement, the Custodial Agency or the DCF may terminate this Agreement with no advance notice to the Accessing Agency. | | | | | | | | |
| **IX.** | **SIGNATURES** | | | | | | | |
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| This Agreement is entered into on behalf of the Custodial Agency by: | | | | | | | | |
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| Name (Type or Print) | | | |  | | Title | | |
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| **SIGNATURE** | | | |  | | Date Signed (mm/dd/yyyy) | |  |
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| This Agreement is entered into on behalf of the Accessing Agency by: | | | | | | | | |
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| Name (Type or Print) | | | |  | | Title | | |
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| **SIGNATURE** | | | |  | | Date Signed (mm/dd/yyyy) | |  |
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| This Agreement is approved by DSP: | | | | | | | | |
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| Name (Type or Print) | | | |  | | Title | | |
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| **SIGNATURE** | | | |  | | Date Signed (mm/dd/yyyy) | |  |
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| This Agreement is approved by DCF: | | | | | | | | |
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| Name (Type or Print) | | | |  | | Title | | |
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| **SIGNATURE** | | | |  | | Date Signed (mm/dd/yyyy) | |  |
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| This Agreement is reviewed by Security Officer: | | | | | | | | |
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|  | | | |  | |  | | |
| Name (Type or Print) | | | |  | | Title | | |
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| **SIGNATURE** | | | |  | | Date Signed (mm/dd/yyyy) | |  |
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| **APPENDIX A** | | | | | | | | |
| **eWiSACWIS Agency Access Agreement** | | | | | | | | |
| Purpose of eWiSACWIS access and specific type of information that may be shared under this Agreement: | | | | | | | | |
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| **APPENDIX B** | | | | | | | | |
| **eWiSACWIS Agency Access Agreement** | | | | | | | | |
| Persons authorized to have access: | | | | | | | | |
| The accessing agency designates Name, Title to serve as the coordinator for eWiSACWIS access under this Agreement. The address, telephone number, fax number and email address of this individual are as follows: | | | | | | | | |
| Address – Designee | | | | | | | Telephone Number – Designee | |
| Fax Number – Designee | | Email Address – Designee | | | | | | |
| The total number of employees identified below shall not exceed       without an amendment to this Agreement. | | | | | | | | |

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| The following agency staff will have access: |

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