**Tribal Agreement on Access to eWiSACWIS**

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| **I.** | **Parties to the Agreement** | | | | | | |
| Pursuant to the Confidentiality Policy of the Wisconsin Department of Children and Families (DCF) entitled "Access to eWiSACWIS and Information Contained in eWiSACWIS" and the controlling statutory authority cited in that policy and other appendices and law, this Agreement is entered into between the Division of Safety and Permanence (hereinafter referred to as the “Custodial Agency”) located at 201 E Washington Avenue in the city of Madison and       (hereinafter referred to as the "Accessing Agency") located at       in the city / town / village of      . | | | | | | | |
| **II.** | **Effective Date of the Agreement** | | | | | | |
| This Agreement shall be effective beginning       (mm/dd/yyyy) and shall remain in effect for a period of 5 years or until      .(mm/dd/yyyy) | | | | | | | |
| **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: | | | | | | | |
|  |  | The Accessing Agency, in order to meet its responsibilities under the Wisconsin Indian Child Welfare Act, is required to either view information maintained on eWiSACWIS or enter information into eWiSACWIS. | | | | | |
|  | 1. 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. In addition, the DCF reserves the right to limit access to certain cases to individuals whose access must be approved by the DCF. | | | | | | | |
| **V.** | **Number of Accessing Agency Employees** | | | | | | |
| The total number of employees of the Accessing Agency who, under this Agreement, will be allowed access to eWiSACWIS shall not exceed    without an amendment to this Agreement. The employees and tribal division / department are identified in Appendix B. | | | | | | | |
| **VI.** | **Responsibilities of Accessing Agency** | | | | | | |
| 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 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, except as provided in Appendix A for purposes of filing petitions for Tribal or State Court involvement with families as provided under the Indian Child Welfare Act, section 25 U.S.C. 1901-1963 and WI Chapter 48.028, the Wisconsin Indian Child Welfare Act and making recommendations to the Tribal or State Court regarding services to families as provided under the Acts. | | | | | | |
|  | * Unauthorized disclosure or other release of data or other information is a violation of the law and may 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 may 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 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 DCF may terminate this Agreement with no advance notice to the Accessing Agency. | | | | | | | |
| **IX.** | **Signatures** | | | | | | |
| This Agreement is entered into on behalf of the Custodial Agency (DCF), by: | | | | | | | |
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|  | | |  |  | | | |
| Name (Type or Print) | | |  | Title | | | |
|  | | | | |  |  | |
| **SIGNATURE** – Custodial Agency Representative | | | | |  | Date Signed (mm/dd/yyyy) | |
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| This Agreement is entered into on behalf of the Accessing Agency by: | | | | | | | |
|  | | | | | | | |
|  | | |  |  | | | |
| Name (Type or Print) | | |  | Title | | | |
|  | | | | |  | |  |
| **SIGNATURE** – Accessing Agency Representative | | | | |  | | Date Signed (mm/dd/yyyy) |

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| **APPENDIX A**  **eWiSACWIS Agency Access Agreement** |
| Purpose of eWiSACWIS access and specific types of information that may be shared under this Agreement: |
| The identified Tribal Child Welfare Staff will be provided the ability to read case information and to enter case notes documentation into a county Indian Child Welfare Act (ICWA) case. |
| Purposes of Tribal Child Welfare Access to eWiSACWIS and enter notes to the specific case: |
| **GENERAL APPLICATION**   * To confirm that Native American Indian children have been taken into out-of-home placement and ensure that tribal notification required by the WisconsinIndian Child Welfare Act (WICWA) has occurred. * To view child welfare case information for children served by County Child Welfare Agencies, the Division of Milwaukee Child Protection Services, or the Public Adoptions Program in cases when WICWA applies or where the Tribe has authority to exercise jurisdiction over the placement of children. * To view child welfare case information for purposes of filing petitions for Tribal or State Court involvement with families as provided under the WICWA and federal ICWA legislation and making recommendations to the Tribal or State Court regarding services to families. * To view child welfare case information regarding permanency plans for children and the services provided to families by County Child Welfare Agencies, the Division of Milwaukee Child Protection Services or the Public Adoptions Program in cases where the Tribe has authority to exercise jurisdiction. * To view child welfare case information for purposes of determining or assisting in the determination of Title IV-E or Medicaid eligibility for children. * To view child welfare case information involving the Tribe’s children and to assist both the county and tribal child welfare staff to ensure safety and achieve permanence for children. * To view child welfare information for background checks as required by the Indian Child Protection and Family Violence Prevention Act, 25 U.S.C. § 3207 et seq. or for background checks as required under 42 U.S.C. Title IVE |
| **INDEPENDENT LIVING**   * To enter information about Independent Living services and outcomes for youth when a tribe is receiving IL funding from DCF or providing IL services with a county. |
| **CHILD SUPPORT**   * Access to the eWiSACWIS system and eWiSACWIS information may be used by Tribal Child Support Agency staff for the following purposes:  1. Identifying potential fathers and obtaining contact information for establishing paternity; 2. Preparing paternity judgment cases for court action; 3. Locating non-custodial parents and identifying possible employment and earnings of child support obligors; 4. Updating parents’ and children’s demographic and support collections information; 5. Directing support to local agencies for out-of-home care cases; 6. Reconciling payments in Kinship Care or Substitute Care issues. |
| **161 AGREEMENT**   * To enter case note documentation regarding face-to-face contact information for children in out-of-home care when the tribe has entered into a 161 Agreement with a county for that responsibility. |
| Tribal Child Welfare Staff may access all child welfare case information in eWiSACWIS needed for the above purposes. Access to child welfare case information and case entry notes is limited to only those cases where one or more of the above conditions apply. In accessing case information, Tribal Child Welfare Staff shall follow the DCF policy regarding notification of the child welfare agency responsible for maintenance of the case record in eWiSACWIS. If Tribal Child Welfare Staff need information regarding a case that has been restricted, the staff must contact the child welfare agency that restricted the case for the information. Unauthorized access to cases or failure to follow notification procedures shall result in termination of eWiSACWIS access for the affected staff and potentially the Tribal Child Welfare Agency. |
| Tribal Child Welfare Staff will review the DCF policy entitled “Access to eWiSACWIS and Information Contained in eWiSACWIS” and complete the DCF-F (CFS-2275) Individual User Agreement. The Tribal Child Welfare Agency shall keep a copy of the signed Individual User Agreement. |
| Tribal Child Welfare Staff will be provided specific eWiSACWIS data reports regarding the placement of Native American Indian children and other child welfare services to Native American Indian children. |
| Tribal Child Welfare Staff access to the eWiSACWIS application and distribution of eWiSACWIS data reports will be managed by the Tribal Affairs Specialist in DCF. |

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| **APPENDIX B**  **eWiSACWIS Agency Access Agreement** | | | | |
| Persons authorized to have access: | | | | |
| The Accessing Agency designates | | |  | |
| 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: | |  | | |
| Telephone: | |  | | |
| Fax: | |  | | |
| Email: | |  | | |
| The following agency staff and designated tribal program / division will have access: | | | | |
|  | **Name of Designated eWiSACWIS User** | | | **Tribal Program / Division** |
| 1. |  | | |  |
| 2. |  | | |  |
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