

AGENCY AGREEMENT ON ACCESS TO eWiSACWIS

Use of form: Completion of this form is mandatory as required by Division of Children and Family Services (DCFS) CFS Memo 2003-13b.

I. Parties to the Agreement

Pursuant to the Confidentiality Policy of the Wisconsin Department of Health and Family Services (DHFS) 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

_____ (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 _____ and shall remain in effect for a period of _____
(mm/dd/yyyy)

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 on 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 Children and Family Services (DCFS) in the Wisconsin Department of Health and Family Services (DHFS) reserves the right to deny access for good cause, as determined by the DCFS, even if the above criteria are met. In addition, the DCFS reserves the right to limit access to certain cases to individuals whose access must be approved by the DCFS.

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 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 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 DCFS 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 Children and Family Services 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 DCFS 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, by:

_____	_____
Name (Type or Print)	Title
_____	_____
SIGNATURE	Date Signed (mm/dd/yyyy)

This Agreement is entered into on behalf of the Accessing Agency by:

_____	_____
Name (Type or Print)	Title
_____	_____
SIGNATURE	Date Signed (mm/dd/yyyy)

This Agreement is approved, if necessary, by DCFS:

_____	_____
Name (Type or Print)	Title
_____	_____
SIGNATURE	Date Signed (mm/dd/yyyy)

APPENDIX A
eWiSACWIS Agency Access Agreement

Purpose of eWiSACWIS access and specific types of information that may be shared under this Agreement:

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 e-mail address of this individual are as follows:

Address: _____

Telephone No: _____

Fax Number: _____

E-mail address: _____

The following agency staff will have access:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____