

External Agency Agreement on Access to SYNC For Accessing Agency (Licensed Facility)

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

I. Parties to the Agreement

Pursuant to Wis. Stat. § 48.47(7g) and subject to federal and state confidentiality laws and Wisconsin Department of Children and Families' confidentiality and access policies, this Agreement is entered into between the Wisconsin Department of Children and Families (hereinafter referred to as the "Custodial Agency" or "DCF"), located at _____ in the city / town / village of _____ and _____ (hereinafter referred to as the "Accessing Agency") located at _____ in the city / town / village of _____.

Accessing Agency (Licensed Facility)

Accessing Agency	Physical Address (Street, City, State, Zip Code)
Authorized Representative Full Name	Authorized Representative Title
Telephone Number	Email Address

Custodial Agency (Wisconsin Department of Children and Families)

Custodial Agency	Physical Address (Street, City, State, Zip Code)
Authorized Representative Full Name	Authorized Representative Title
Telephone Number	Email Address

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 year(s) or until _____ (mm/dd/yyyy) whichever is earlier.

III. Relationship of the Parties

The Custodial Agency is the state agency responsible for establishing eWiSACWIS under Wis. Stat. § 48.47(7g) and is permitted under that provision to enter into information sharing and access agreements with external agencies. One or more of the county departments and/or the DCF Division of Milwaukee Child Protective Services (DMCPS) (collectively, the "Disclosing Agencies") work with and contract with the Accessing Agency to provide placement and services to youth under the placement and care responsibility of the Disclosing Agencies.

IV. Purpose of Agreement

This agreement allows staff of the Accessing Agency to access information maintained in eWiSACWIS/SYNC by the Custodial Agency and transmitted to the Accessing Agency by one or more of the Disclosing Agencies about youth who are, or may be, placed in the care of the Accessing Agency. The Accessing Agency will use SYNC to review placement referrals to evaluate the appropriateness of the Accessing Agency's programs to the youth's needs. The Accessing Agency will use SYNC to respond to referrals made by the Disclosing Agencies. The Accessing Agency and the Disclosing Agencies will use SYNC to exchange and maintain records related to the care and treatment of youth placed with the Accessing Agency.

V. Rationale for Access to SYNC

In addition to any formalized relationship entered into between the Disclosing Agencies and the Accessing Agency (in the form of a Contract, Memorandum of Agreement, or Other Agreement), the parties agree that the following criteria for access to SYNC are met:

1. The Accessing Agency is a group home, shelter care facility, or residential care center, and the Accessing Agency holds a current, valid license under Chapter 48.
2. The Accessing Agency, in order to meet its responsibilities to the Disclosing Agencies, is required to view and/or enter information in SYNC.

3. To facilitate secure communication between the Disclosing Agencies and the Accessing Agency, and for the Accessing Agency to accomplish other statutory responsibilities related to child safety and/or the care of children, the direct access of the Accessing Agency to SYNC 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 DCF in its sole discretion, even if the above criteria are met.

VI. Number of Accessing Agency Employees

The total number of employees of the Accessing Agency who, under this Agreement, will be allowed access to SYNC shall not exceed _____ without an amendment to this Agreement.

VII. Responsibilities of Accessing Agency

Each person granted access to SYNC by the Accessing Agency must sign the SYNC User Agreement upon login and before accessing information in or otherwise using SYNC. The Accessing Agency shall be required to provide all of its employees, subcontractors, or other individuals under its control training relative to the appropriate use of SYNC. 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 SYNC. This training shall be provided prior to any such employee, subcontractor, or other individual under its control prior to that person's access to or use of SYNC. The Accessing Agency shall immediately revoke a user's SYNC access when that employee, subcontractor, or other individual is no longer employed or no longer requires access under this Agreement, or if they have misused SYNC.

VIII. General Policies

- All information provided through SYNC shall be used only for the specific purposes outlined in this Agreement and the relationship document attached to this Agreement.
- All information provided through SYNC shall be safeguarded and secured against unauthorized access.
- It is the responsibility of the persons accessing SYNC under this Agreement to know the purposes for which any data or other information can be used.
- Any printed materials derived from SYNC shall be stored in secure files and data or other information from SYNC shall not be stored in files which are subject to public disclosure.
- All information provided through SYNC shall not be re-disclosed to any person or agency without the written approval of the Custodial Agencies.
- 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 SYNC 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 and/or suspension or termination of access to SYNC by specific individuals.
- DCF reserves the right to establish additional policies related to access to SYNC which, upon their publication, shall immediately apply to the Accessing Agency.

IX. Relevant Statutes

The state statutes applicable to information contained in eWiSACWIS and SYNC may include, but are not limited to:

- Ch. 19, regarding records in general
- s. 46.215 regarding county departments
- s. 46.22 regarding county departments
- s. 46.23 regarding county departments
- s. 48.195(2) regarding relinquishment of newborns
- s. 48.35 regarding the effect of judgment and disposition
- s. 48.371 regarding information for physical custodians
- s. 48.38 regarding information in permanency plans
- s. 48.396(2) regarding confidentiality of child welfare records of the court
- s. 48.432 regarding access to medical information
- s. 48.433 regarding access to identifying information about parents
- s. 48.93 regarding closed adoption records
- s. 48.78 regarding confidentiality of agency child welfare records
- s. 48.981(7) regarding confidentiality of child protective services investigation records
- s. 51.30 regarding treatment records
- s. 938.35 regarding effect of judgment and disposition

- s. 938.371 regarding information for physical custodians
- s. 938.38 regarding information in permanency plans
- s. 938.396(2) regarding confidentiality of juvenile justice records of the court
- s. 938.51 regarding notification of escape of juveniles from correctional custody
- s. 938.78 regarding confidentiality of agency juvenile justice records

In addition, the confidentiality of records maintained in eWiSACWIS, and SYNC may be controlled by a number of federal laws and other state laws (e.g., HIPAA, Titles IV-B and IV-E, 42 CFR Part 2, Ch. 118), which affect how information can be released or re-released from records maintained within eWiSACWIS.

X. SYNC Administrators

The Accessing Agency designates the individual(s) below to serve as the Accessing Agency’s SYNC Administrator(s) to coordinate, delegate, grant, monitor, and revoke SYNC access by employees at each licensed physical location of the Accessing Agency under this Agreement. Each SYNC Administrator shall read this Agreement before accessing SYNC or granting access to others and shall sign the SYNC User Agreement immediately upon login. If the Accessing Agency has more licensed physical locations than fit in the space provided, attach a full list of locations and SYNC Administrators to this Agreement.

1. Licensed Physical Location Accessing Agency

SYNC Administrator Full Name	SYNC Administrator Title
SYNC Administrator Email Address	SYNC Administrator Telephone Number
Address of the Licensed Physical Location (Street, City, State, Zip Code)	

2. Licensed Physical Location Accessing Agency

SYNC Administrator Full Name	SYNC Administrator Title
SYNC Administrator Email Address	SYNC Administrator Telephone Number
Address of the Licensed Physical Location (Street, City, State, Zip Code)	

3. Licensed Physical Location Accessing Agency

SYNC Administrator Full Name	SYNC Administrator Title
SYNC Administrator Email Address	SYNC Administrator Telephone Number
Address of the Licensed Physical Location (Street, City, State, Zip Code)	

XI. 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 Disclosing Agencies, 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, DSP may terminate this Agreement and revoke access to SYNC with no advance notice to the Accessing Agency. In addition, if the Accessing Agency’s license is revoked or expires, this Agreement will automatically terminate.

XII. Signatures

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

_____ Title

Full Name (Type or Print)

SIGNATURE

Date Signed (mm/dd/yyyy)

This Agreement is entered into and approved by DCF:

Full Name (Type or Print)

Title

SIGNATURE

Date Signed (mm/dd/yyyy)