

INTERAGENCY INFORMATION SHARING AGREEMENT

I. PARTIES

The parties to this Agreement are Outagamie County - Child Youth and Family Services (hereinafter "YFS") and Outagamie County – Children Youth and Families (hereinafter "CYF").

Among its various duties, CYF is charged with intervention in and the provision of services to families or other circumstances where a child or children are the victims of or at risk for abuse or neglect under Chapter 48 of the Wisconsin Statutes. As part of those duties, CYF collects and maintains information regarding the child or children and their families which is then maintained in confidential files and records not generally available to the public.

Among its various duties, YFS is charged with the supervision and provision of services to juveniles who become involved in the juvenile justice system under Chapter 938 of the Wisconsin Statutes. As part of those duties, YFS collects and maintains information regarding the juvenile and their families which is then maintained in confidential files and records not generally available to the public.

II. PURPOSE

In 2013, Outagamie County was selected to participate in a national program designed to encourage and facilitate the cooperation of various stakeholders in the Child Protection and Juvenile Justice systems for the purpose of making the services provided to juvenile offenders more effective by sharing information, targeting vulnerable youth for services, and further the best interests of the child and their families.

Both parties recognize that there are various legal barriers to the sharing of information between their respective departments. This Agreement is made under the authority of Wisconsin Statute ss. 938.78(2)(b)(1m) and intended to facilitate information sharing when legally possible, and limit the provision of information to those not a party to this Agreement when that information cannot legally be disclosed.

Both parties agree that the information and records shared under this agreement shall be used only to the extent necessary to facilitate a needs analysis and provide assistance to the subject of those records.

III. RELEASES

Both parties acknowledge and agree that the best practice for sharing of information shall be to obtain a release from the parents and/or guardian of the child or children, or from the child if they are aged 14 years or more, that are to be the subject of a review and discussion by employees of both CYF and YFS.

- A. Both parties agree, therefore, that as soon as possible after a child's circumstances becomes appropriate for review by employees of both departments, employees of Outagamie County Health and Human Services will request, and if possible, secure Releases from the child or children's parent or guardian or from the child if they are aged 14 years or more, authorizing

the disclosure of medical records, mental health records, school records, alcohol or drug treatment records, family planning records, STD/HIV test result records, and test results for the presence of controlled substances in infants, as well as for the disclosure of any pre-existing CYF or YFS records maintained by either department.

- B. Both parties further agree that the records in question, whether collected and maintained by a party to this Agreement or obtained via one of the Releases described above, shall not be disclosed to any third party unless expressly authorized by the parent or guardian or by Wisconsin Statutes.
- C. Both parties agree that prior to the acquisition of the Releases described above, information or records located in the confidential files collected and maintained by the respective parties shall not be shared with any other party to this Agreement nor with any third party, except as otherwise authorized by law.
- D. Both parties agree that whenever possible, when the child who is subject to the release is aged 14 years or more, they will seek to obtain the releases described above from the parent or guardian as well as the child, and not from the child alone. This does not prevent the parties from disclosing the information or records based on a release signed by the child aged 14 years or more who is the subject of those records should it prove impossible to secure a similar release from the child's parent or guardian.
- E. Release forms shall be provided by the Outagamie County Corporation Counsel's office and shall be updated and revised as necessary to comply with state and federal law.

IV. DISCLOSURE BY ORDER OF A COURT

- A. Both parties acknowledge and agree that if it is impossible to secure a Release from the parent and/or guardian authorizing the sharing of information and records contained in confidential files, they will request that the District Attorney or Assistant District Attorney assigned to the new file opened under Chapter 938 shall, at the first opportunity, request a Court Order authorizing the release of any records created or maintained under Chapter 48 and Chapter 938 to the employees of CYF and YFS respectively.

V. DISCLOSURE PRIOR TO THE ACQUISITION OF RELEASE OR COURT ORDER

- A. Both parties acknowledge that Wis. Stat. s. 938.78(2)(b)(1m) permits the creation of an Interagency Agreement between social welfare agencies such as CYF and YFS for the sharing of information and records created under Chapter 938, and that this agreement is made pursuant to that statutory authority.
- B. Both parties also acknowledge that there is no similar provision under Chapter 48 of the Wisconsin Statutes.
- C. Wis. Stat. s. 48.78(2)(b) does permit the "confidential exchange of information between an agency and another social welfare agency... regarding an individual in the care or legal custody of the agency."

- D. Wis. Stat. s. 48.78(1) defines “agency” as “the department, a county department, a licensed child welfare agency, or a licensed child care center.”
- E. Wis. Stat. s. 48.02(2)(g) defines “County Department” as a “county department under s. 46.22 or 46.23, unless context requires otherwise.”
- F. Wis. Stat. s. 46.22(1) authorizes the creation of a county department of social services by the county, whose duties would include the investigation and provision of services under Chapters 48 and 938.
- G. Wis Stat. s. 46.23(1) indicates that the intent of that section is to “enable and encourage counties to develop and make available to all citizens of this state a comprehensive range of human services in an integrated and efficient manner;”
- H. Wis. Stat. s. 46.23(3) authorizes the creation similarly authorizes the creation of county health and human services departments.
- I. The parties acknowledge and agree that Wis. Stat. 48.78(1) permits the exchange of information between CYF and YFS, as subunits of the same county department as that term is defined by 48.02(2)(g), for the limited purposes of screening new cases or referrals under Chapter 938 in determining whether the subject of that new case or referral previously received services under Chapter 48 and whether the nature of their circumstances makes it appropriate for them to participate in deferred prosecution programming designed to limit their involvement in the Juvenile Justice System.
- J. The parties further agree, that the sharing of information under Section V. I of this Agreement will be limited to only records prepared by and for employees of CYF and YFS and shall be limited to that which is necessary to facilitate that screening process, and that employees of CYF, YFS or both will pursue the acquisition of appropriate Release forms as described above as soon as is practical. Regardless, such pre-Release will **not** include records of the following absent a Court Order:
 - a. school/pupil records of the sort described in Wis. Stat. s. 118.25,
 - b. mental health records prepared under Chapter 51 of the Wisconsin Statutes,
 - c. Alcohol or Drug Treatment records of the sort described under Wis. Stat. s. 51.45,
 - d. Health Care records as described under Wis. Stat. s. 146.82(1) which are prepared by or under the supervision of a health care provider as that term is defined under Wis. Stat. s. 146.81,
 - e. Records regarding test results for STD/HIV pursuant to Wis. Stat. s. 146.82(1)
 - f. Records related to Family Planning pursuant to Wis. Stat. s. 253.07(3)(c)
 - g. Records related to the results of tests for the presence of controlled substances in an infant pursuant.
 - h. Any Record deemed confidential under 45 CFR s. 164.508 of the Health Insurance Portability and Accountability Act (HIPAA).
 - i. Any Record deemed confidential under 20 U.S.C. s. 1232g, of the Family Educational Rights and Privacy Act (FERPA).

VI. PROTECTION AGAINST UNAUTHORIZED USE, ACCESS OR DISCLOSURE

The parties further agree to abide by the following provisions to protect the information or records shared under the terms of this Agreement:

- A. The information and records shared in this Agreement shall be used only to the extent necessary to assist in the assessments of and provision of services to the child and/or family who are the subject of the associated records.
- B. Any employee of CYF and YFS participating in the sharing of information or records under the terms of this Agreement must first read the Agreement in its entirety before such participation.
- C. No one with access to information or records under the terms of this Agreement may disclose those records or their content to any third party person or agency without the express written consent of the parent and/or guardian, or the child if they are aged 14 years or older, unless otherwise required or authorized to do so by law.

VII. EXECUTION AND ACKNOWLEDGMENT

The parties, by signing this Agreement, attest that all employees of their respective sub-departments of Outagamie County – Health and Human Services with access to the information and records shared under its terms have reviewed this Agreement. Employees will be required to adhere to policies and procedures promulgated by the county department. The terms of this agreement survive if the employee in question terminates employment with either party.

VIII. TERM

The Term of this Agreement shall commence on the full execution of the parties and shall remain in effect until termination by either party or by the Director of the Outagamie County Department of Health and Human Services. The terms of this Agreement survive the termination, for whatever reason, of the Agreement itself.

This Agreement may be terminated by either party at any time, without advance notice if any terms of the Agreement are violated. Absent such a violation this Agreement may be terminated on the provision of 10 days written notice to the other party. The Director of the Outagamie County Department of Health and Human Services or the Outagamie County Executive may terminate this Agreement at any time for any reason on provision of written notice to the parties, which termination will be effective immediately.

IX. AMENDMENT

Any amendment to this Agreement shall be made in writing, and shall be fully executed and attached hereto before it becomes effective. Both parties acknowledge that this Agreement is subject to federal and state statutes and administrative rules which may change during the term of this Agreement. It is not the purpose of either party to abide by the terms of this Agreement regardless of state or federal law or applicable administrative rules. Changes to federal or state laws or administrative rules preclude compliance with the terms of this Agreement shall have

the effect of immediately terminating the Agreement until and unless the Agreement is brought into compliance with federal or state law or the applicable administrative rules.

X. AUTHORIZING SIGNATURES

By signing below, I attest that I have reviewed the terms of this Agreement and accept its terms, and further acknowledge that any employee of either party participating in the sharing of information or records under the terms of this Agreement must also read and comply with the terms as a prerequisite to that participation.

For: OUTAGAMIE COUNTY – CHILDREN, YOUTH AND FAMILIES

Signature

Date

Office

For: OUTAGAMIE COUNTY – YOUTH AND FAMILY SERVICES

Signature

Date

Office