

Memorandum of Understanding
Between
the Director of State Courts Office
AND

Regarding Access to Confidential Electronic Juvenile Court Case Information
as Provided by 2011 Act 270

I. PARTIES

The parties to this agreement are the Director of State Courts Office and _____, an agency, attorney, guardian ad litem, or municipal court authorized by 2011 Wisconsin Act 270 to access certain confidential juvenile information contained in the electronic records of the court.

II. PURPOSE OF AGREEMENT

The purpose of this agreement is to establish policies and procedures for access to certain information found in electronic court case records for actions filed under Ch. 48 and Ch. 938, Wis. Stats. (hereinafter "electronic juvenile information") via a secure website. Access to the information is authorized by 2011 Wisconsin Act 270, as codified in Wis. Stats. 48.396(3) and 938.396(2m).

III. TERM

This Agreement shall be in effect for two (2) years from the date it is fully executed. Earlier suspension or termination of the agreement is addressed in Article VIII.

IV. DEFINITIONS

- A. "DOSC" is the Director of State Courts Office, the agency responsible for managing statewide court operations in Wisconsin. The DOSC authority for CCAP is provided in s. 758.19(4).
- B. "CCAP" is the Consolidated Court Automation Programs, which developed and supports the statewide computer system used by Clerks of Circuit Court, Registers in Probate, and Juvenile Clerks to manage circuit court case records. CCAP is not the custodian of circuit court case records and does not enter or delete information from circuit court records maintained by the Clerk of Circuit Court, Register in Probate, or Juvenile Clerk.
- C. "CJCCA" is the Wisconsin Confidential Juvenile Circuit Court Access website to be created and supported by CCAP. CJCCA contains the information authorized by 2011 Act 270 to be made available electronically to designated users.
- D. "Act 270 user" means an agency, attorney, guardian ad litem, or municipal court who registers with the DOSC under the terms of this agreement. "Act 270 user" includes an employee, agent, contractor or other individual authorized by the above to have access to the website.
- E. "Fob" means a physical device allowing secure access to electronic information through the CJCCA website.
- F. "SACWIS" is the statewide automated child welfare information system maintained by the Department of Children and Families. 2011 Act 270 provides

that Information from the CJCCA website may be made available to authorized users of the SACWIS system.

- G. "Agency agreement coordinator" is the person designated by an agency, attorney, guardian ad litem, or municipal court to coordinate access to the information and supervise use of the fob or fobs. The agency agreement coordinator will be the primary point of contact for any communications regarding this agreement. The name of and contact information for the agency agreement coordinator are specified on the signature page of this agreement.
- H. "DOSC Agreement Coordinator" is the person designated by the DOSC to establish and carry out procedures for implementation of this MOU and coordinate access to information by Act 270 users. The DOSC agreement coordinator will be the primary point of contact for any communications regarding this agreement. The name of and contact information for the DOSC agreement coordinator is specified on the signature page of this agreement.

V. INFORMATION TO BE PROVIDED

- A. Act 270 authorizes the DOSC to use CCAP to make information contained in the electronic records of the court available to any other court assigned to exercise jurisdiction ch. 48 and ch. 938, a municipal court exercising jurisdiction under s. 938.17, a court of criminal jurisdiction, a person representing the interests of the public under s. 48.09 or 938.09, an attorney or guardian ad litem for a parent or child who is a party to a proceeding in a court assigned to exercise jurisdiction under this chapter or ch. 938 or a municipal court, a district attorney prosecuting a criminal case, or the Department of Children and Families. Additionally, Act 270 provides access to ch. 938 electronic records for law enforcement agencies.
- B. Electronic juvenile information obtained from the CJCCA website is confidential by law and shall be used only for the purposes outlined in 2011 Act 270, set forth at ss. 48.396(3)(c) and 938.396(2m)(c).
- C. Act 270 does not authorize disclosure of any information relating to the physical or mental health of an individual or that deals with any other sensitive personal matter of an individual, including information contained in a patient health care record, as defined in s. 146.81(4), a treatment record, as defined in s. 51.30(1)(b), the record of a proceeding under s. 48.135, a report resulting from an examination or assessment under s. 48.295, a court report under s. 48.33, or a permanency plan under s. 48.38, except with the informed consent of a person authorized to consent to that disclosure, by order of the court, or as otherwise permitted by law. For this reason, the information provided on the CJCCA website is limited to records that do not disclose any of the prohibited information.

- D. The specific information to be provided under this agreement is identified in the attached Addendum B. The CJCCA website does not provide all the information contained in the circuit court record and does not include copies of court documents. The amount of information available in the electronic court record may vary from county to county. Different counties began using CCAP at different times and older cases may not be included. To review the complete circuit court record, Act 270 users must contact the Clerk of Circuit Court, Register in Probate, or Juvenile Clerk of the appropriate county.
- E. Act 270 authorizes the DOSC and the Department of Children and Families to specify what types of information shall be made available by the court to the Department of Children and Families under s. 48.396(3)(b)1. The DOSC and the Department of Children and Families agree that the Department of Children and Families shall be considered an Act 270 user as defined in Article IV and shall be provided with access to the same information in the same manner as set forth in this agreement. The Department of Children and Families may allow access to this information to county departments and other users as authorized by 2011 Act 270 and s. 48.47(7g).

VI. SYSTEM ACCESS

- A. User access is by direct read-only or query-only access. No information is automatically transferred to another information system.
- B. CCAP will provide Act 270 users with a means to access to the CJCCA website and submit queries under the terms of this agreement. CCAP will make the CJCCA website available for queries 24 hours per day except during periods of maintenance or when the site is experiencing technical problems. New entries into electronic court records are uploaded hourly except during periods of maintenance. Maintenance is performed nightly between 3 and 4 a.m.
- C. Each agency may request from the DOSC agreement coordinator a reasonable number of fobs to meet the agency's business need. The charge for each fob is \$275, made payable to Wisconsin Supreme Court. The \$275 fee covers the cost of access for the two-year term provided in Article III. After this signed agreement and the payment are received, the DOSC agreement coordinator will send the fob or fobs to the agency agreement coordinator, together with instructions for use of the website.
- D. If a fob is lost or stolen, the agency agreement coordinator will immediately notify the DOSC agreement coordinator so the fob can be deactivated. A new fob will be sent upon payment of a \$275 fee for the new fob. If the DOSC agreement coordinator has reason to question the adequacy of the security procedures used to protect the fob, the DOSC agreement coordinator may decline to provide a new fob under Article VIII of this agreement.

- E. In the event that an Act 270 user no longer needs access to the CJCCA website, the user shall inform the DOSC agreement coordinator in writing and shall return the fob or fobs. The DOSC will not reimburse any part of the fee for the fob.

VII. PROTECTION OF CONFIDENTIALITY

- A. Information obtained from the CJCCA website shall not be disclosed to any other person(s) under any circumstances except as provided by federal and state law. Such information shall be used only to the extent provided by 2011 Act 270.
- B. The allowable purposes for access are set forth at ss. 48.396(3)(c) and 938.396(2m)(c).
 - 1. A municipal court exercising jurisdiction under s. 938.17 shall keep any information confidential and may use or allow access to that information only for the purpose of conducting or preparing for a proceeding in that court.
 - 2. A person representing the interests of the public under ss. 49.09 or 938.09 or an attorney or guardian ad litem for a parent or child who is a party to a proceeding in a juvenile court shall keep any information confidential and may use or allow access to that information only for the purpose of performing his or her official duties relating to a proceeding in a juvenile court, a municipal court, or a court of criminal jurisdiction.
 - 3. The Department of Children and Families may use or allow access to any information only for the purpose of providing services under ss. 48.06, 48.067, 48.069, 938.06, 938.067, or 938.069.
 - 4. Access is allowed regardless of whether the person is a party to or is otherwise involved in the proceedings in which the electronic records containing that information were created.
- C. Each Act 270 user entering into this agreement is responsible for the actions of its employees, agents, contractors, and any other individual for whom it authorizes access. Each of these individuals must have a valid purpose recognized by 2011 Act 270 to obtain information from the CJCCA website. All information obtained shall be maintained in a confidential manner according to the state and federal laws and policies applicable to the user's records.
- D. The agency agreement coordinator agrees to provide information and training to all individuals granted access to the CJCCA website on the agency's behalf. The information will include all applicable confidentiality requirements and limitations regarding the use of the information, and information about the terms of this agreement. These individuals shall be informed that any person who uses or discloses information in violation of 2011 Act 270 may be required to forfeit up to \$5,000, and that there are criminal penalties for unauthorized access to, use, or disclosure of data in violation of Wis. Stat. 943.70.

- D. The agency agreement coordinator shall provide policies for use and sharing of the fobs, and for secure storage of the fobs when not in use. Act 270 users may not share the fobs except as authorized by the agency agreement coordinator.
- E. The Director of State Courts has the right to audit the records of the agency to ensure that the requirements of this agreement are being met.

VIII. SUSPENSION OR TERMINATION OF THIS AGREEMENT

- A. Upon 45 days written notice to the other party to this agreement, any party may suspend or terminate this agreement without cause.
- B. Notwithstanding the term specified in Article III, the DOSC may suspend this agreement immediately after notification to the agency agreement coordinator, if Act 270 user or individual under the responsibility of an Act 270 user does any of the following:
 - 1. Uses information provided under this agreement for a purpose not allowed by this agreement;
 - 2. Fails to protect the confidentiality of the information provided; or
 - 3. Fails to protect such information against unauthorized access or disclosure.
- C. Any suspension of this agreement for any one or more of the reasons specified above shall remain in effect until the Act 270 user comes into compliance with the terms and conditions of this agreement, as determined by all parties, or until a new agreement between the parties is reached.
- D. The confidentiality and disclosure requirements of this agreement survive the suspension or termination of this agreement, subject to applicable state and federal laws, regulations and policies.

IX. AMENDMENT OF THIS AGREEMENT

- A. All or part of this agreement may be amended at any time by written amendment signed by the DOSC and the agency agreement coordinator. It is acknowledged that this agreement is subject to federal and state laws, regulations, and policies, all of which are subject to change. This agreement will be considered immediately modified in accordance with each such change, without notice or written amendment.
- B. If any party disputes an interpretation of such a change or believes that such change will render its performance under this agreement illegal, impractical, or impossible, that party will provide notice to the other party. Upon the giving of the required notice, the parties agree to negotiate as to the effect the particular change will have on the future implementation and continuation of this agreement. Each party agrees to give the other party written notice as soon as

possible but no later than 30 days after becoming aware of any change that may impact the performance of any party under this agreement.

<p>_____</p> <p>Name of agency, law firm, or individual</p> <p>_____</p> <p>Authorized signatory</p> <p>_____</p> <p>Date</p>

<p>Director of State Courts Office:</p> <p>_____</p> <p>Name and title (authorized representative)</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Date</p>

ADDENDUM A: Agreement Coordinators:

1. The Director of State Courts hereby designates the following person to serve as the DOSC agreement coordinator as specified in Article IV of this agreement.

Name/Title: Amanda Faessler/CCAP Cybersecurity Supervisor
Phone: 608-261-0687
E-Mail: amanda.faessler@wicourts.gov

2. _____
hereby designates the following person to serve as the agency agreement coordinator as specified in Article IV of this agreement.

Name/Title:
Phone:
E-Mail:

ADDENDUM B: Information to be provided

Case information

County
Case number
Case caption
Case status/maintenance
Responsible court official
Petitioning agency/attorney

Charges/allegations

Statute cite/description
Severity/modifiers
Offense date/petition date
Finding
Primary disposition*
Provisions*

Provisions

Custody transfer
Restrictions
Home detention
Driver's license

Placement
Electronic monitoring

Party information

Party type
Party name
Date of birth (for juvenile)
Address
Attorney name/address

Disposition codes

Supervision
Stay of order, no dispo
Transfer foreign county
Custody Transfer County
Custody transfer- relative
Transfer other – county/state/tribe
Transfer child welfare agency

Restriction Types

Firearms

*Wis. Stats. 48.396(3)(b)2. and 938.396(2m)(b)2. place restrictions on the information that can be shared electronically from a juvenile court proceeding. There may be dispositions or provisions in this case that do not meet the criteria for display. A blank disposition or provision does not necessarily indicate there is no disposition or provision ordered by the court. Contact the court for more information.

Use of computers
Suspend game license

Program Types

Aftercare supervision
Serious juvenile offender
Intensive supervision

Placement Types

County child care institution
Child care institution
Foster home
Group home
Relative
Special care
Secure detention
Unlicensed home
In home
Resident care

Driver's License Types

Other
Revocation
Restrictions
Suspension