

COPY

DATA EXCHANGE AGREEMENT

BETWEEN

THE WISCONSIN DEPARTMENT OF WORKFORCE DEVELOPMENT
Division of Economic Support (DWD/DES)

AND

THE WISCONSIN DEPARTMENT OF HEALTH AND FAMILY SERVICES
Division of Health Care Financing
Bureau of Health Information (DHFS/DHCF/BHI)

PROVIDING FOR THE RELEASE OF
Birth Record Information
FOR PURPOSES DIRECTLY RELATED TO THE
ADMINISTRATION OF STATE AND FEDERAL PROGRAMS

I. PARTIES

The parties to this Agreement are the Wisconsin Department of Workforce, Division of Economic Support (hereafter referred to as DWD/DES) and the Wisconsin Department of Health and Family Services, Division of Health Care Financing, Bureau of Health Information (hereafter referred to as DHFS/DHCF/BHI), both executive agencies of the State of Wisconsin.

II. TERM

This Agreement shall remain in effect until the parties agree to amend or terminate it, unless sooner suspended under the terms and conditions set forth in Article XIII.

III. DEFINITIONS

- A. DWD/DES is the state agency of the State of Wisconsin charged with the responsibility of enforcing the provisions of:
1. The Wisconsin Works (W-2) program under §49.141-49.161, Wis. Stats., and a state plan approved under the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA)/Temporary Assistance for Needy Families (TANF);
 2. The Food Stamp (FS) program and the Food Stamp Employment and Training Program under the Food Stamp Act of 1977, et. seq.;
 3. The following State programs approved under Title I, IV-A, X, XIV or XVI of the Social Security Act:
 - a). Child Care and Development Fund; and,
 - b). Refugee Assistance Program.
- B. DHFS/DHCF/BHI is the state agency of the State of Wisconsin responsible for the record custody of Wisconsin Birth Certificates.
- C. "County" means the County Department of Human/Social Services, the Provider who contracts with the County or directly with DHFS to administer the DHFS programs or a Tribal Agency having a contract with DHFS to administer DHFS programs.

- D. "DHFS Agreement Coordinator" is the person designated by the Administrator, Division of Technology Services, DHFS to:
1. Coordinate and administer DWD/DHFS Agreement amendments;
 2. Work with DHFS Internal Security to oversee the procedures for designating DWD staff access to DHFS data; and
 3. Coordinate data sharing requests between DHFS and DWD in accordance with this Agreement. This person will be the sole contact in any communications between DHFS and DWD regarding data sharing under this Agreement. The DHFS and DWD Coordinators must agree upon any exceptions.
- E. "DES Data Steward for Client Assistance for Reemployment and Economic Support (CARES)" is the person designated by the DES Administrator to:
1. Coordinate and administer DWD/DHFS Agreement amendments;
 2. Work with DES Systems Security to oversee the procedures for designating DHFS staff, county staff and provider agency staff to access DWD data;
 3. Coordinate data sharing requests between DWD and DHFS in accordance with this Agreement. This person will be the sole contact in any communications between DHFS and DWD regarding data sharing.
- F. The names of the DWD and DHFS Coordinators are designated by their respective agency administrators. The DHFS Agreement Coordinator and the DWD Agreement Coordinator are identified in Attachment A.
- G. "Employee(s)/Provider(s)" is/are the person(s) employed by DHFS or County; or the service providers with a contractual agreement to DHFS or the County. The contractual agreement meets State and Federal service standards as expressed by State and Federal rules and regulations.

IV. PURPOSE

The purpose of this Agreement is to address the policy, funding, and process to facilitate sharing birth record information between DHFS/DHCF/BHI and DWD/DES.

V. DATA/INFORMATION TO BE PROVIDED AND PURPOSES

DHFS/DHCF/BHI Birth Record information shall be used for Income Maintenance (programs as identified in Article III, A.) eligibility determination and performing federally required quality control procedures as authorized by §49.13 (2) Wis. Stats.

DHFS/DHCF/BHI Birth Record information shall be used for verification of legal identified documents to determine and verify the relationship of parents and dependent children (see Attachment B for transaction code and example of system menu).

VI. OFFICIALS WITH AUTHORITY TO REQUEST INFORMATION

DWD/DES officials with authority to request birth record information from DHFS/DHCF/BHI are:

The authorized DWD/DES staff, W-2 agency, county human/social services staff and their sub-contract service providers, through the CARES system and other entities which have a legal need and an executed data exchange agreement with DWD/DES.

VII. METHODS, TIMING, AND FORMATS OF REQUESTS

All requests for information and/or security access must be routed through the DHFS Agreement Coordinator identified in Attachment A.

VIII. REIMBURSEMENT FOR COSTS INCURRED BY DHFS/DHCF/BHI IN PROVIDING INFORMATION

Reimbursements will be made by DWD/DES to DHFS/DHCF/BHI for all reasonable costs incurred to provide, and audit appropriate use of, information pursuant to this Agreement. The amount, type of billing, and time frame for payment of said reimbursements should be as follows:

- A. DWD/DES agrees to reimburse DHFS/DHCF/BHI for the computer access costs in providing the requested information. Such costs will be invoiced

by DHFS/DHCF/BHI. DWD/DES will establish purchase orders annually prior to the end of the state fiscal year to cover these charges.

- B. DWD/DES agrees to reimburse DHFS/DHCF/BHI for its costs in adding to, updating and maintaining the birth database. These charges will be based on DWD/DES usage of the data base in relation to the total cost of adding to, maintaining and updating it. DWD/DES will establish purchase orders to cover these charges.
- C. DWD/DES agrees to reimburse DHFS/DHCF/BHI for up to fifteen (15) days of monitoring by DHFS/DHCF/BHI internal security. DWD/DES will only be billed for actual monitoring time used. Monitoring is defined as the activity necessary to determine appropriate and legitimate use of birth queries.

IX. PROTECTION OF CONFIDENTIALITY: PROTECTION AGAINST UNAUTHORIZED ACCESS OR DISCLOSURE

DWD/DES agrees to comply with the following measures to protect the confidentiality of any information provided under this Agreement and to protect such information against unauthorized access or disclosure:

- A. The information subject to this Agreement shall be used only to the extent necessary to assist in the valid administrative needs of DWD and shall be disclosed only for the purposes as defined in this Agreement;
- B. DWD/DES will not use the information for any purposes not specifically authorized under this Agreement;
- C. The information shall be stored in a place physically secure from access by unauthorized persons in conformance with the DHFS/DMT/Office of Information Systems (OIS) security system rules and DWD Internal Security rules;
- D. Information in electronic format, such as magnetic tapes or discs, shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal or other means;
- E. Only authorized employees/providers shall be given access to on-line files;

- F. DWD/DES shall instruct all employees/providers with access to the information covered under this Agreement regarding the confidential nature required by State and Federal law; and,
- G. DWD/DES agrees that its requirements regarding confidentiality of information; as set forth in applicable state statutes, administrative rules, employee handbooks and policy manuals shall apply equally to information obtained under this Agreement.

X. CONFIDENTIALITY ACKNOWLEDGMENT

The Administrator of DWD/DES, on behalf of DWD, attests that all personnel with access to the information covered under this Agreement will be required to adhere to the policies and procedures of DHFS/DHCF/BHI regarding confidentiality.

XI. DISCLOSURE OF INFORMATION

In accordance with this Agreement and in compliance with federal and state law; DWD/DES will not disclose any information obtained through this Agreement to any third party without prior written approval from DHFS/DHCF/BHI, unless otherwise required and/or authorized by Federal or State law.

DWD/DES agrees to protect the confidentiality of DHFS/DHCF/BHI vital records information provided under this Agreement and required by §69.20(3)(d) Wis. Stats. quoted:

(d) The state or a local registrar may disclose information from the vital record of a specified registrant, except information under sub. (2)(a), to a federal agency, to any agency of the government of this state or to any agency of a county, city, town or village if the agency requests the information for use in the conduct of its official duties.

XII. COMPLIANCE: ON-SITE INSPECTIONS

DWD/DES agrees to permit authorized personnel of DHFS/DHCF/BHI to make on-site inspections to ensure that requirements of federal statutes and regulations applicable to this Agreement, are being met.

XIII. SUSPENSION OF THIS AGREEMENT BY DHFS FOR DEFAULT

Notwithstanding the term of this Agreement as specified in Article II, DHFS/BHCF/BHI shall suspend this Agreement in accordance with state and

federal requirements, or within forty-five (45) days if no state/federal requirements apply, in the event of any of the following:

- A. DWD/DES uses any information provided under this Agreement for a purpose not specified herein;
- B. DWD/DES fails to reimburse DHFS/DHCF/BHI for information provided as required by Article VIII;
- C. DWD/DES fails to protect the confidentiality of information provided and/or to protect such information against unauthorized access or disclosure as provided by Article IX;
- D. DWD/DES violates Article X of this Agreement;
- E. DWD/DES fails to abide by the disclosure provisions of Article XI; and,
- F. DWD/DES fails to allow on-site inspections authorized by Article XII.

XIV. CURE DEFAULT TO REINSTATE AGREEMENT

Any suspension of this Agreement for any one or more of the reasons specified in Article XIII shall last until DHFS/DHCF/BHI is satisfied that DWD/DES is again in compliance with the terms and conditions of this Agreement, or until a new Agreement between DHFS/DHCF/BHI and DWD/DES is reached. If a new Agreement is required, all drafting and associated work will be the joint responsibility of the DHFS and DWD Agreement Coordinators.

XV. SUSPENSION OR TERMINATION OF THIS AGREEMENT BY DWD/DES

Upon forty-five (45) days written notice to DHFS/DHCF/BHI, DWD/DES may suspend or terminate this Agreement without cause.

XVI. SURVIVAL

The confidentiality and disclosure requirements in Articles IX, X, and XI of this Agreement survive the termination, for whatever reason, of the Agreement itself, subject to applicable state and federal laws.

XVII. AMENDMENT OF THIS AGREEMENT

All or part of this Agreement may be amended at any time by written amendment signed by the Administrators of DHFS/DHCF/BHI and DWD/DES. It is

acknowledged that this Agreement is subject to federal and state law, both of which are subject to change. If either applicable state or federal law changes, of this Agreement will be considered immediately modified in accordance with each such change, without notice or written amendment.

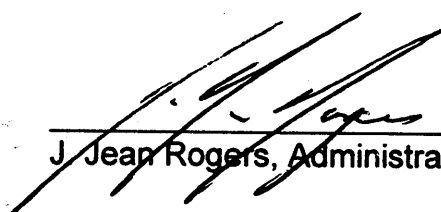
This provision for automatic amendment will not apply where one party provides written notice to the other party within sixty (60) days of the effective date of the federal or state law change that it desires to challenge such change or that it believes that such change will render its performance under this Agreement illegal, impractical or impossible. Upon the giving of the required notice, DHFS/DHCF/BHI and DWD/DES agree to negotiate as to the effect the particular federal or state law change will have on the future implementation and continuation of this Agreement.

XVIII. YEAR 2000 (Y2K) AFFIRMATION

The Department of Health and Family Services (DHFS) has made changes to properly process Year 2000 data. By signing this agreement, DHFS/DHCF/BHI affirms that calendar year information for all dates in their match records will be a full four-digit field, including the millennium and century. Should there be calendar year information expressed as a two digit field, DHFS/DHCF/BHI must tell DWD/DES how to determine that year's millennium and century.

Each party agrees to give the other party written notice within thirty (30) days after becoming aware of any state or federal law change which may impact upon the performance of either party under this Agreement. Approval of this Agreement is given by the:

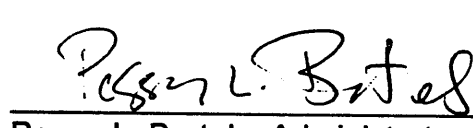
For DWD, Division of Economic Support::



J. Jean Rogers, Administrator

12-21-98
Date

For DHFS, Division of Health Care Financing:



Peggy L. Bartels, Administrator

1/12/99
Date

ATTACHMENT A

A. DWD/DES and DHFS Coordinators.

1. DWD, Division of Economic Support, hereby designates Peter Van Ness to serve as the "DWD/DES Data Steward for CARES" as specified in Article III, E. of this Agreement.
2. DHFS, Division of Management and Technology (DMT), hereby designates Robert J. Diehl to serve as the "DHFS Agreement Coordinator" as specified in Article III, D. of this Agreement.

ATTACHMENT B

The following is the transaction code and an example of the system menu under the terms of this Agreement:

01/24/95

CMD: _____

IMP SYSTEM ACCESS MENU

10:08:00

IMP

SELECT FUNCTION

AH - AFDC BENEFIT HISTORY
AT - APPLICANT TRACKING SYSTEM
BR - BIRTH RECORDS
CH - IMP CHANGE FUNCTION
CS - QUERY CASE EXIST FOR CSDS
DQ - DILHR QUERIES
DT - DATABASE TRANSFERS
FH - FOOD STAMP BENEFIT HISTORY
MR- MONTHLY REPORTING

PR - START PRINTER
QE - QUERY EXISTS
QT - QUERY TRANSACTION
RE - IMP REVIEW FUNCTION
SC - SPECIAL CHANGE
SI - SETTLEMENT IMPLEMENTATION MENU
TM - QUERY ARCHIVE MASTER
TT - QUERY ARCHIVE TRANSACTION
UR - IMP UNRESTRICTED CHANGE

FUNCTION CODE: BR

ENTER PROCESS

PF1 HELP

PF10 END

DOR New Hire

NEW HIRE DATA SHARING AGREEMENT

BETWEEN

**THE WISCONSIN DEPARTMENT OF WORKFORCE DEVELOPMENT
DIVISION OF UNEMPLOYMENT INSURANCE**

AND

WISCONSIN DEPARTMENT OF REVENUE

I. GOVERNMENT UNITS:

This agreement is between the Wisconsin Department of Workforce Development, Division of Unemployment Insurance (DWD-DUI) and the Wisconsin Department of Revenue (DOR).

II. TERM

This agreement shall remain in effect until the Departments agree to amend or terminate it unless suspended/terminated under the terms set forth in this agreement.

III. AUTHORITY

Section 103.05 of the Wisconsin Statutes and Federal law (42 USC 653a(h)) require that Wisconsin establish and maintain an automated directory known as the 'State Directory Of New Hires' which shall contain data supplied by Wisconsin employers on each newly hired employee.

Section 103.05 (4) (a) permits DWD-DUI, to the extent permitted under federal law, to disclose New Hire information to the Department of Revenue.

IV. DEFINITION

A. DWD-DUI is the agency of the State Of Wisconsin responsible to establish and operate a State Directory of New Hires under s. 103.05 Wis. Stats. DWD-DUI New Hire responsibilities include:

1. collecting New Hire data,
2. maintaining security of New Hire data,
3. posting New Hire data to the State New Hire Directory,
4. transmitting New Hire data to the National Directory of New Hires,
5. facilitating sharing of New Hire data with DOR.

B. DOR is the agency of the State Of Wisconsin responsible for the administration and enforcement of provisions of Chapters 71, 72, 73, 76, 77, 78, 125, and 139 of the Wisconsin Statutes.

C. New Hire Data means information reported to DWD-DUI under s. 103.05 Wis. Stats. New Hire Data is:

1. employee name,
2. employee social security number,
3. employee address,
4. employee date of birth
5. Federal Employer Identification Number (FEIN)
6. employer name and address,
7. employee date of hire
8. employee state of hire

D. New Hire Query Screens are the following:

1. HMNU - menu of all New Hire transactions available
2. HERN - employer inquiry by name
3. HERH - employer history of address changes and multi-state reporting changes
4. HERQ - employer inquiry by Federal Employer Identification Number (FEIN)
5. HIUI - employer inquiry by UI account number
6. HNEW - summary of New Hire reports by FEIN
7. HSSN - summary of New Hire reports for a given social security number
8. HEEN - summary of New Hire reports matching on an employee name
9. HRPT - New Hire report detail. Accessible only from HSSN or HEEN

V. AGREEMENT COORDINATION

DOR will designate a DOR Agreement Coordinator and DWD-DUI will designate a DWD-DUI Data Sharing Coordinator to coordinate development and maintenance of this agreement. The DOR Agreement Coordinator and the DWD-DUI Data Sharing Coordinator serve as the liaison officials for this agreement and are responsible for ensuring that any future changes or modifications needed to this agreement are approved by the DOR and the DWD-DUI.

VI. PURPOSE

The purpose of this agreement is to establish procedures for the release of New Hire data to the DOR.

VII. INFORMATION TO BE PROVIDED AND PURPOSES

A. New Hire data in Wisconsin shall be used by the DOR for purposes of:

1. locating persons;
2. locating assets of persons who have failed to file tax returns;
3. locating assets of persons who have underreported their taxable income;
4. locating assets of persons who are delinquent taxpayers;
5. identifying fraudulent tax returns; or
6. providing information for tax-return prosecutions.

B. Information will be obtained through:

1. Crossmatch of Social Security Numbers provided by DOR

DWD will conduct a monthly crossmatch between the DOR Delinquent Tax System and New Hire data.

a. DOR will prepare a file on the Wisconsin Department of Administration (DOA) computer for each computer crossmatch. The file will contain social security numbers of persons identified by the DOR Delinquent Tax System. The DOA file will be created in format specified by DWD-BITS programmers.

b. The crossmatch will be automated to run on a specified date each month.

c. The DWD-BITS programmer will conduct a crossmatch against New Hire data and prepare a file on the DOA computer containing output records in an output format specified by the DWD programmer.

- 2. On-line query access.** DOR staff with a need-to-know may access New Hire Data through on-line New Hire Query Screens for purposes as defined above.

VIII. STAFF AUTHORIZED ACCESS TO NEW HIRE DATA

The DOR Security Officer will maintain security access for all persons with access to New Hire Data.

IX. CONFIDENTIALITY ACKNOWLEDGMENT

DOR acknowledges that New Hire information is confidential and may be used only as prescribed in Section 103.05 (4) (b) Wisconsin Statutes.

Should DWD-DUI become aware that DOR staff have released or used New Hire information for any purpose other than those specified above, DWD-DUI may unilaterally cancel this data sharing agreement if adequate corrective measures are not implemented by DOR.

X. TRAINING

DWD-DUI will provide initial New Hire training to selected DOR staff (train-the-trainer). Subsequent training of DOR staff will be conducted by DOR trainers.

XI. AMENDMENT OF AGREEMENT

All or any part of this agreement may be amended at any time by written amendment signed by both Departments.

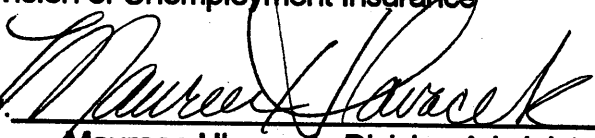
It is acknowledged that this agreement is subject to federal and state law, both of which are subject to change. If any applicable state or federal law changes, this agreement will be considered immediately modified in accordance with such changes, without notice or written amendment. This provision for automatic amendment will not apply where one unit provides written notice to the other unit within sixty (60) days of the effective date of a federal or state law change that it desires to challenge such change or that it believes that such change will render its performance under this agreement illegal, impractical or impossible. Upon giving the required notice, the Divisions agree to negotiate the effect the particular federal or state law change will have on the future implementation and continuation of this agreement.

Further, each unit agrees to give the other unit written notice within thirty (30) days after becoming aware of any state or federal law change which may impact the performance of either unit under this agreement.

XII. SIGNATURE

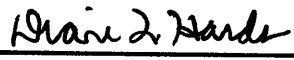
Dated this 22 day of September, 1998

Wisconsin Department of Workforce Development
Division of Unemployment Insurance

By: 
Maureen Hlavacek, Division Administrator

Dated this 2 day of October, 1998.

Wisconsin Department of Revenue
Division Of Sales and Excise Tax

By: 
Diane L. Hardt, Division Administrator

DOR

AGREEMENT

BETWEEN

THE WISCONSIN DEPARTMENT OF
INDUSTRY, LABOR AND HUMAN RELATIONS

AND

THE WISCONSIN DEPARTMENT OF REVENUE

PROVIDING FOR THE RELEASE OF
UNEMPLOYMENT COMPENSATION
DATA FOR USE IN DETERMINING
EMPLOYERS OF DELINQUENT TAXPAYERS

I. PARTIES

The parties to this Agreement are the Wisconsin Department of Industry, Labor and Human Relations (hereinafter DILHR) and the Wisconsin Department of Revenue (hereinafter DOR), both executive agencies of the State of Wisconsin.

II. TERM

This Agreement shall be effective as of September 1, 1988 and shall remain in effect until the parties agree to amend or terminate it, unless sooner suspended under the terms and conditions set forth in Article XV.

III. DEFINITION

- A. DILHR is the "state unemployment compensation agency" of the State of Wisconsin charged with the administration and enforcement of "Wisconsin's Unemployment Compensation Law" as codified in Ch. 108 of the Wisconsin Statutes and as approved by the Secretary of Labor under Sec. 3304 of the Internal Revenue Code of 1954 (26 U.S.C. 3304).
- B. DOR is the state agency of the State of Wisconsin charged with the responsibility of administering and enforcing the provisions of: Chapters 71, 72, 73, 76, 77, 78, 125 and 139 of the Wisconsin Statutes.
- C. "Benefit information" means information reported to DILHR for unemployment compensation and auxiliary data collected under the provisions of Ch. 108.

- D. "Wage information" means that wage information is reported to DILHR under the provisions of Ch. 108 and which fulfills the requirements of Sec. 1137 of the Social Security Act.

IV. PURPOSE

The purpose of this Agreement is to establish procedures for the release of wage and benefit information to DOR. The information shall be used to identify current employers of taxpayers having delinquent tax obligations so that wages owed to taxpayers having delinquent tax obligations can be certified. The information also may be used to identify former employers of taxpayers having delinquent tax obligations who could provide current addresses for taxpayers having delinquent tax obligations.

V. INFORMATION TO BE PROVIDED AND PURPOSES

DOR will request wage and benefit information once each month pursuant to this Agreement.

The information will be used for collection of delinquent taxes.

VI. VERIFICATION OF WAGE RECORD INFORMATION

DOR will use the last name provided on the match record to validate each "match" that will be made on Social Security number. Matched records not matching the first four letters for the last name will not be considered "matches" and may be used under another procedure which provides individual contact with the person identified by the wage record.

A full match will result in an employer contact and verification that the person reported on the Wage Record is still employed or is owed wages.

The Wage Record reported individual will be informed of any levy resulting from wage record information and given 10 days to present documentation that he/she is not the delinquent taxpayer for whom the levy is intended.

VII. OFFICIALS WITH AUTHORITY TO REQUEST INFORMATION

The DOR officials with authority to request information from DILHR under this Agreement are, by position, as follows:

- A. Director, Compliance Bureau, Income, Sales, Inheritance and Excise Tax Division.
- B. Chief, Field Compliance Section, Compliance Bureau, Income, Sales, Inheritance and Excise Tax Division.

VIII. METHODS, TIMING AND FORMATS OF REQUESTS

The methods and timing of the requests for information, including the formats to be used, and the period of time needed by DILHR to furnish the requested information, are as follows:

Requests for information under Article V of this Agreement shall be in the applicable standardized tape format(s) established by the Secretary of Health and Social Services and approved by the Secretary of Labor. These formats are noted as MR1, MR2 and MR3. (See Attachment A for a description of these formats.) Requests in the form of a magnetic tape sent to DILHR shall be accompanied by a completed DILHR Production Request Form (Attachment B).

IX. BASIS FOR ESTABLISHING REPORTING PERIODS

The basis for establishing the reporting periods for which information shall be provided shall be as follows:

A monthly reporting period has been established to allow schedule match runs to the advantage of available information.

X. REIMBURSEMENT FOR COSTS INCURRED BY DILHR IN PROVIDING INFORMATION

Reimbursements will be owed by DOR to DILHR for all reasonable costs incurred by DILHR in providing information pursuant to this Agreement. The amount, type of billing, method, and time frame for payment of said reimbursements is as follows:

- A. Shared development cost of \$1,000. Pursuant to discussion between DOR and DILHR prior to this Agreement, DOR agrees to a one-time fee of \$1,000 to DILHR as partial payment for costs incurred by DILHR for DHSS and DOR to develop Wisconsin's Uniform Crossmatch System. The full cost of this system exceeds \$23,000, of which DOR will pay \$1,000.
- B. Recurrent costs for each type of information will be negotiated for each fiscal year and will be supported by purchase order(s) issued by DOR to DILHR.

The types of information provided by DILHR include benefit and wage records as specified in Article V.

The data will be provided no more frequently than once per month basis.

C. Other Requests.

Other requests for information will require a contract amendment. The method of cost determination will be specified in each such amendment and will also be covered by a purchase order.

D. Invoices and Payment.

Costs will be paid up to the limit specified by DOR on the numbered purchase order(s) for the agreed-upon service. Payments will be made by check within sixty (60) days of receipt of an invoice in triplicate relating the invoice(s) to the numbered purchase order(s). Only costs that are necessitated by the Agreement and are in addition to DILHR's cost in administering the Unemployment Insurance Program will be billed to and paid by DOR.

XI. PROTECTION OF CONFIDENTIALITY; PROTECTION AGAINST UNAUTHORIZED ACCESS OR DISCLOSURE

DOR agrees to comply with the following measures to protect the confidentiality of any information provided under this Agreement and to protect such information against unauthorized access or disclosure:

- A. The information subject to this Agreement shall be used only to the extent necessary to assist in the valid administrative needs of DOR and shall be disclosed only for those purposes as defined in this Agreement;
- B. DOR shall not use the information for any purposes not specifically authorized under this Agreement;
- C. The information shall be stored in a place physically secure from access by unauthorized persons in conformance with DOR Office of Information Systems Security System rules and DILHR Internal Security Unit rules;
- D. Information in electronic format, such as magnetic tapes or discs, shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal or other means;
- E. (1) DOR shall instruct all personnel with access to the information covered by this Agreement regarding the confidential nature of such information, the requirements of 20 CFR 603.7, the sanctions specified in DILHR Ch. 108, DOR Administrative Rules on confidentiality, and other applicable state statutes, in particular the confidentiality provisions of s. 49.53, Wis. Stats., regarding unauthorized disclosure of the information covered by this Agreement.

- (2) DOR agrees that its requirements regarding confidentiality of information as set forth in applicable state statutes (s. 49.53, Wis. Stats.) administrative rules, employe handbooks and policy manuals shall apply equally to information obtained pursuant to this Agreement.
- (3) DOR agrees to reimburse DILHR for cost of monitoring confidentiality compliance. This cost will be initially set at a rate of \$15 per hour of actual audit time, not to exceed 35 hours in a calendar year.

XII. CONFIDENTIALITY ACKNOWLEDGEMENT

The Secretary of DOR, on behalf of DOR, attests that all personnel with access to the information covered by this Agreement will adhere to the policies and procedures of DOR regarding confidentiality.

XIII. REDISCLASURE OF INFORMATION

DOR agrees that any information provided under this Agreement will not be redisclosed except as follows:

- A. Any claim information may be given to the individual who is the subject of the information.
- B. Information about an individual may be given to an attorney or other duly authorized agent representing the individual if the information is needed in connection with a claim against DOR.
- C. Any claim information may be given to any criminal or civil authorities investigating or prosecuting alleged misrepresentation or fraud, provided that each such or criminal or civil authority agrees to protect the confidentiality of such information in a manner consistent with the provisions of Article X of this Agreement.

XIV. COMPLIANCE; ON-SITE INSPECTIONS

DOR, pursuant to Sec. 1137(a)(5B) of the Deficit Reduction Act of 1984, P.L. 98-369, agrees to permit authorized personnel of DILHR to make on-site inspections to ensure that the requirements of Ch. 108, as well as federal statutes and regulations applicable to this Agreement, are being met.

DILHR, in turn, agrees to comply with DOR's confidentiality statutes [sec. 71.11(44), sec. 72.06, sec. 77.61(5), sec. 78.80(3), sec. 139.11(4), sec. 139.40, and sec. 139.82(6)] in respect to any tax records, documents, or files it might see or review during any on-site inspections.

XV. SUSPENSION OF AGREEMENT

Notwithstanding the term of this Agreement as specified in Article II, DILHR may suspend this Agreement upon 45 days written notice to DOR in the event: (A) DOR uses any information provided under this Agreement for a purpose not specified herein; or (B) DOR fails to reimburse DILHR for information provided as required by Article IX; or (C) DOR fails to protect the confidentiality of information provided and/or to protect such information against unauthorized access or disclosure as provided by Article X; or (D) DOR violates Article XI of this Agreement; or (E) DOR fails to abide by the redisclosure provisions of Article XII; or (F) DOR fails to allow the on-site inspections authorized by Article XIII. Any suspension of the Agreement for any one or more of the reasons enumerated shall last until DILHR is satisfied that DOR is again in compliance with terms and conditions of this Article.

In addition, DOR may suspend this Agreement upon 45 days written notice to DILHR in the event that DILHR fails to provide the information requested in a timely manner and as requested by DOR as stated in Articles V, VII, and VIII.

XVI. AMENDMENT OF AGREEMENT

All or any part of this Agreement may be amended at any time by written amendment signed by both parties. It is acknowledged that this Agreement is subject to federal and state law, both of which are subject to change. If either applicable state or federal law changes, this Agreement will be considered immediately modified in accordance with each such change, without notice or written amendment. This provision for automatic amendment will not apply where one party provides written notice to the other party within sixty (60) days of the effective date of a federal or state law change that it desires to challenge such change or that it believes that such change will render its performance under this Agreement illegal, impractical or impossible. Upon the giving of the required notice the parties agree to negotiate as to the effect the particular federal or state law change will have on the future implementation and continuation of this Agreement. Further, each party agrees to give the other party written notice within thirty (30) days after becoming aware of any state or federal law change which may impact upon the performance of either party under this Agreement.

Dated this 12th day of October 1988.

Wisconsin Department of Industry, Labor and Human Relations

By: Michael W. Mahoney

Michael W. Mahoney

Deputy Secretary

Dated this 1st day of November, 1988.

Wisconsin Department of Revenue

By: J. P. [Signature]

~~Secretary~~ Administrator

ADDENDUM A

Article V of the existing data sharing agreement between the Wisconsin Department of Industry, Labor and Human Relations (DILHR) and the Wisconsin Department of Revenue (DOR) is modified to include on-line access to the DILHR Unemployment Insurance Division's host-based queries HWIQ, HB PQ, HMON, HSTA, LOED, and TNNI. Copies of these queries are attached. DOR staff will access these queries via the CICSDP system. DOR must arrange for gaining access to CICSDP.

Any DOR staff that have been assigned a unique DILHR Logon ID by the DILHR Security Officer, and granted access to the DILHR host-based transactions, HWIQ, HB PQ, HMON, HSTA, LOED, and TNNI by the DILHR-UI Internal Security Officer, have the authority to access these query transactions. The DOR Agreement Coordinator must request unique DILHR Logon IDs for DOR staff via the *DILHR Logon ID Request Form*. This form may be obtained from the *DILHR Security Officer*. DILHR-UI and DOR will mutually agree upon the number of unique DILHR Logon IDs issued to DOR staff.

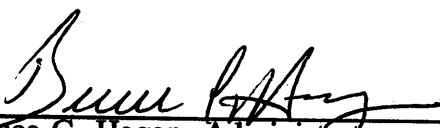
The DOR Agreement Coordinator serves as the liaison official for the query access. Any changes to DOR staffing that require changes to assigned DILHR Logon IDs must be communicated, in writing, to the DILHR-UI Data Sharing Coordinator by the DOR Agreement Coordinator. DILHR will not accept requests for changes to the DILHR Logon IDs assigned to DOR staff from any DOR official except the DOR Agreement Coordinator. The DOR Agreement Coordinator must maintain a current list of all DOR staff having DILHR Logon IDs. This list must include the name, phone number, address, and assigned DILHR Logon ID of every DOR staffperson having a DILHR Logon ID. The DOR Agreement Coordinator must make this list available to the DILHR-UI Data Sharing Coordinator, the DILHR-UI Internal Security Officer and/or the DILHR Security Officer immediately upon request. Failure to do so is grounds for immediate suspension of all DILHR Logon IDs assigned to DOR staff.

Currently, the DOR Agreement Coordinator is Mary Heimann; the DILHR-UI Data Sharing Coordinator is Karl A. Broehm; the DILHR-UI Internal Security Officer is Bruce Gonzagowski, and the DILHR Internal Security Officer is Ron Edmunds (his back-up is Doris Graiewski).

DOR staff who are assigned a DILHR Logon ID may NOT share this Logon ID or provide it to any other person, in any way. Any sharing of DILHR Logon IDs among or with DOR staff who are not explicitly assigned a DILHR Logon by DILHR will result in immediate termination of on-line query access. Moreover, any DOR staff who are involved, either directly or indirectly, with the sharing of DILHR Logon IDs may be subject to criminal and civil prosecution as provided in state and federal law.

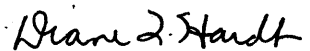
DOR will be billed once per calendar quarter for all queries accessed by DOR staff. The cost per query, and the cost per quarterly MR1/MR2 crossmatch, may change each State Fiscal Year. The on-line query costs include a prorated portion of DILHR's programming costs associated

with maintaining the DILHR host-based queries, DILHR-UI's costs of maintaining access and documentation relating to DOR's query access (including trouble-shooting/problem solving) and billing/account maintenance costs. The DILHR-UI Data Sharing Coordinator will notify the DOR Agreement Coordinator of the per query and quarterly crossmatch costs at the beginning of each State Fiscal Year. Within 30 days of receiving notification from the DILHR-UI Data Sharing Coordinator of the on-line query and quarterly crossmatching costs, the DOR Agreement Coordinator will provide to the DILHR-UI Data Sharing Coordinator a valid Purchase Order from DOR in an amount sufficient to cover these costs for the State Fiscal Year. Costs will be paid up to the limit specified on the DOR Purchase Order. DOR agrees to pay all invoices within 30 days of receipt of an invoice. Failure to pay DILHR invoices within 30 days will result in immediate suspension of the query access and termination of the quarterly crossmatching. DOR may issue one Purchase Order to DILHR to cover the costs of both the on-line query access and the quarterly crossmatching.



Bruce C. Hagen, Administrator
DILHR Unemployment Insurance Division

March 11, 1996
Date



Diane L. Hardt, Administrator
Income, Sales and Excise Division

March 4, 1996
Date

DATA-SHARING AGREEMENT

Y-Works, LLC

BETWEEN

**THE WISCONSIN DEPARTMENT OF WORKFORCE DEVELOPMENT
DIVISION OF UNEMPLOYMENT INSURANCE**

YWORKS, LLC

AND

**THE UNIVERSITY OF WISCONSIN-MILWAUKEE
OUTREACH AND CONTINUING EDUCATION EXTENSION
EMPLOYMENT AND TRAINING INSTITUTE**

I. AGREEMENT PARTICIPANTS:

This agreement is between the Wisconsin Department of Workforce Development, Division of Unemployment Insurance (DWD-DUI), YWORKS LLC (YWORKS), and The University of Wisconsin-Milwaukee, Outreach and Continuing Education Extension, Employment and Training Institute (UWM-ETI)

II. TERM:

This agreement shall remain in effect until the participants agree to amend or terminate it, unless suspended/terminated under the terms set forth in this agreement.

III. DEFINITIONS:

- A. DWD-DUI is the state unemployment agency of the State of Wisconsin charged with the administration and enforcement of Wisconsin's Unemployment Insurance law as codified in CH. 108 of the Wisconsin Statutes and as approved by the Secretary of Labor under Sec. 3304 Of the Internal Revenue Code of 1954 (26 U.S.C. 3304).
- B. YWORKS is a W2 Service Provider in Milwaukee County. YWORKS is a subsidiary of the YWCA in Milwaukee. The YWCA has a vendor contract with the Department Of Workforce Development, Division Of Economic Support (DES) for the delivery of employment and training services for DES clients.

C. UWM-ETI provides computer services to YWORKS. UWM-ETI will format DWD-DUI data into tape formats needed to do a wage crossmatch.

D. "YWORKS and UWM-ETI Agreement Coordinator" is the person designated to:

1. Coordinate and administer the DWD/YWORKS and UWM-ETI Agreement;
2. Coordinate data sharing requests between YWORKS and UWM-ETI and DWD in accordance with this agreement. This person is the primary contact in any communications between YWORKS and UWM-ETI and DWD regarding UI Data Sharing.

E. "DWD-DUI Agreement Coordinator" is the person designated by the DWD-DUI Division Administrator to:

1. Coordinate and administer amendments to this agreement;
2. Coordinate Data Sharing requests between DWD-DUI and YWORKS and UWM-ETI in accordance with this agreement. This person is the primary contact between DWD-DUI and YWORKS and UWM-ETI regarding Data Sharing

IV. PURPOSE:

The purpose of this agreement is to establish procedures for the release of Unemployment Insurance data to YWORKS and UWM-ETI as provided in sec.108.14(7) (b) WI Stats.

A. The data shall be used to evaluate program effectiveness and cost benefit of programs administered by YWORKS under contract with DES. The data will be used to profile YWORKS clients by education level, transportation accessibility, wages, and number of job positions held.

B. The data will be used for program evaluation purposes only.

V. INFORMATION TO BE PROVIDED AND PROCEDURE FOR REQUESTING DATA:

Specific information by client's social security number will be requested by YWORKS and UWM-ETI. YWORKS and UWM-ETI will request crossmatches using a computer format specified by DWD Bureau Of Information Technology (BITS) staff to access DWD-DUI files. Each request for a crossmatch will be routed by the YWORKS and UWM-ETI Data Sharing Coordinator to the

DWD-DUI Data Sharing Coordinator. Requests for data will be done as computer and DWD staff time are available.

VI. REIMBURSEMENT FOR COSTS INCURRED IN PROVIDING INFORMATION:

YWORKS and UWM-ETI will reimburse DWD-UI for providing information outlined in this agreement. YWORKS and UWM-ETI will provide a Purchase Order in the amount of \$2,500 before the initial crossmatch takes place. Costs for subsequent matches will be developed when a future match is requested by YWORKS

VII. PROTECTION OF CONFIDENTIALITY AND PROTECTION AGAINST UNAUTHORIZED ACCESS OR DISCLOSURE:

US Department of Labor policy and legal interpretation prohibits release of UI data to private agencies unless the private agency obtains an "informed consent" statement from the client who is the subject of the data. UI data may not be released to a private W-2 Service Provider unless the provider obtains an "informed consent" statement from the client who is the subject of the data. YWORKS must obtain an "informed consent" statement from a client before accessing UI data about that client. YWORKS will keep a copy of an "informed consent" statement on file for each client at its Milwaukee office.

YWORKS and UWM-ETI agree to comply with the following measures to protect the confidentiality of any information provided under this agreement and to protect such information against unauthorized access or disclosure:

- A. Any data released by YWORKS and UWM-ETI will be in a form such that no single individual or employer can be identified by it.
- B. DWD-DUI data provided to YWORKS and UWM-ETI under the terms of this agreement shall be used only as described in this agreement.
- C. YWORKS and UWM-ETI shall use the information only for the purposes specifically authorized in this agreement.
- D. Information in electronic format shall be stored and processed in such a manner that unauthorized persons cannot retrieve the information.
- F. Any copy or paper printout of data obtained by YWORKS and UWM-ETI under the terms of this agreement will be maintained in secured case files at YWORKS and UWM-ETI.
 - (1) YWORKS and UWM-ETI shall instruct all YWORKS and UWM-ETI staff having access to the information covered under this

agreement on the confidential nature of such information, the sanctions specified in s. 108.24(4), Stats., and other applicable federal and state statutes regarding unauthorized disclosure of the information covered by this agreement.

S. 108.24 (24) Stats. state that any person who, without authorization of DWD-DUI, permits inspection or disclosure of any record relating to the administration of chapter 108 WI Stats. shall be fined not less than \$25 nor more than \$500 or may be imprisoned in the county jail for not more than one year or both. Each such unauthorized inspection or disclosure constitutes a separate offense

(2) YWORKS and UWM-ETI agree that requirements regarding confidentiality of information as set forth in applicable federal and state statutes, administrative rules, employee handbooks and policy manuals shall apply equally to any data or information obtained under this agreement.

VIII. DESTRUCTION OF DATA:

Any data which may identify an individual or an employer, including copy or paper printout, obtained by YWORKS and UWM-ETI under the terms of this agreement will be destroyed by YWORKS and UWM-ETI staff as soon as possible. Data will be destroyed in such a way as to insure that it cannot be read after destruction.

IX. CONFIDENTIALITY ACKNOWLEDGEMENT:

The signor of this agreement, on behalf of YWORKS and UWM-ETI, attests that all YWORKS and UWM-ETI personnel with access to the information covered under this agreement will adhere to the confidentiality and security policies/procedures of YWORKS and UWM-ETI, DWD-DUI and DWD.

All confidentiality requirements of this agreement survive the termination, for whatever reason, of the agreement itself.

X. RE-DISCLOSURE OF INFORMATION:

YWORKS and UWM-ETI agree that any data which may identify an individual or an employer obtained under this agreement will not be re-disclosed to anyone without written approval of DWD-DUI or as permitted under applicable federal and state laws and regulations.

XI. COMPLIANCE: ON-SITE INSPECTIONS: YWORKS and UWM-ETI, pursuant to Sec. 1137(a)(5)(B) of the Deficit Reduction Act of 1984, P.L. 98-369, agree to permit authorized personnel of DWD to make on-site inspections to ensure that the requirements of Ch. 108, as well as federal statutes and regulations applicable to this agreement, are being met.

XI. SUSPENSION OF AGREEMENT:

DWD-DUI may suspend this agreement after 30 days written notice to the YWORKS and UWM-ETI Agreement Coordinator, or immediately and without written notice in the event YWORKS or UWM-ETI violates any of the terms or conditions set forth in this agreement.

YWORKS and UWM-ETI may terminate this agreement after 30 days written notice to the DWD-DUI Data Sharing Coordinator.

XIII. AMENDMENT OF AGREEMENT:

All or any part of this agreement may be amended at any time by written amendment signed by both participants. It is acknowledged that this agreement is subject to federal and state law, both of which are subject to change. If any applicable state or federal law changes, this agreement will be considered immediately modified in accordance with such changes, without notice or written amendment. This provision for automatic amendment will not apply where one participant provides written notice to the other participant within sixty (60) days of the effective date of a federal or state law change that it desires to challenge such change or that it believes that such change will render its performance under this agreement illegal, impractical or impossible. Upon giving the required notice, the participants agree to negotiate the effect the particular federal or state law change will have on the future implementation and continuation of this agreement.

Further, each participant agrees to give the other participant written notice within thirty (30) days after becoming aware of any state or federal law change which may impact the performance of either participant under this agreement.

XIV. SIGNATURE:

Dated this 30 day of March, 1999.

Wisconsin Department of Workforce Development
Division of Unemployment Insurance

By: Bruce C. Hagen
Bruce C. Hagen, Division Administrator

Dated this 30 day of March, 1999.

YW Works

By: Julia Taylor
Julia Taylor, Executive Director

Dated this ___ day of _____, 199

The University Of Wisconsin-Milwaukee
Outreach and Continuing Education Extension
Employment and Training Institute

By: John Pawasarat
John Pawasarat, Director

NEW HIRE AGREEMENT

BETWEEN

THE WISCONSIN DEPARTMENT OF WORKFORCE DEVELOPMENT
DIVISION OF UNEMPLOYMENT INSURANCE (DUI)

AND

WISCONSIN DEPARTMENT OF WORKFORCE DEVELOPMENT
DIVISION OF ECONOMIC SUPPORT (DES)

I. GOVERNMENT UNITS:

This agreement is between the Wisconsin Department of Workforce Development, Division of Unemployment Insurance (DUI) and the Wisconsin Department of Workforce Development, Division Of Economic Support (DES).

II. TERM

This agreement shall remain in effect until the Divisions agree to amend or terminate it unless suspended/terminated under the terms set forth in this agreement.

III. AUTHORITY

Section 103.05 of the Wisconsin Statutes and Federal law (42 USC 653a(h)) require that Wisconsin establish and maintain an automated directory known as the 'State Directory Of New Hires' which shall contain data supplied by Wisconsin employers on each newly hired employee.

Federal law (42 USC 653 a (h)) requires that data from the 'State Directory of New Hires' be available to state agencies responsible for administering income and eligibility verification for Temporary Assistance for Needy Families (TANF), Medicaid, and the Food Stamp Program for purposes of verifying eligibility for the program.

IV. DEFINITION

A. DUI is the agency of the State Of Wisconsin responsible to establish and operate a State Directory of New Hires under s. 103.05 Wis. Stats. DUI New Hire responsibilities include:

1. collecting New Hire data,
2. maintaining security of New Hire data,
3. posting New Hire data to the State New Hire Directory,
4. transmitting New Hire data to the National Directory of New Hires,
5. facilitating sharing of New Hire data on child support cases with DES, and

6. facilitating sharing of New Hire data on income maintenance applications and cases with DES.

B. DES is the agency of the State Of Wisconsin responsible for:

1. administration of the Child Support Program including:
 - a. the federally approved State Child Support Plan,
 - b. the State Parent Locator Service, and
 - c. the furnishing of state child support case registry information to the Federal Case Registry of Child Support Orders.
2. administration of income and eligibility verification for TANF under Title IVA of the Social Security Act and the Food Stamp Program authorized by the Food Stamp Act of 1977.
3. managing and supervising the database used for income and eligibility for Medicaid under Title XIX of the Social Security Act.
4. supervising the local performance of income and eligibility verification for TANF, the Food Stamp Program, and Medicaid.

NOTE: The Department of Health and Family Services, Division of Health, is the state agency responsible for administering income and eligibility verification for Medicaid.

C. DES Agent is any individual or agency (governmental, non-profit, or private) under contract with DES to carry-out or assist in the administration of programs for which DES is responsible as defined above.

D. New Hire Data means information reported to DUI under s. 103.05 Wis. Stats. New Hire Data is:

1. employee name,
2. employee social security number,
3. employee address,
4. employee date of birth
5. Federal Employer Identification Number (FEIN)
6. employer name and address,
7. employee date of hire
8. employee state of hire

E. New Hire Query Screens are the following:

1. HMNU - menu of all New Hire transactions available
2. HERN - employer inquiry by name
3. HERH - employer history of address changes and multi-state reporting changes
4. HERQ - employer inquiry by Federal Employer Identification Number (FEIN)

5. HIUI - employer inquiry by UI account number
6. HNEW - summary of New Hire reports by FEIN
7. HSSN - summary of New Hire reports for a given social security number
8. HEEN - summary of New Hire reports matching on an employee name
9. HRPT - New Hire report detail. Accessible only from HSSN or HEEN
10. DXNH - CARES IMS screen provides all New Hire data in the past year for a specific social security number.

V. AGREEMENT COORDINATION

DES will designate a DES Agreement Coordinator and DUI will designate a DUI Data Sharing Coordinator to coordinate development and maintenance of this agreement. The DES Agreement Coordinator and the DUI Data Sharing Coordinator serve as the liaison officials for this agreement and are responsible for ensuring that any future changes or modifications needed to this agreement are approved by the DES and the DUI Division Administrators

VI. PURPOSE

The purpose of this agreement is to establish procedures for the release of New Hire data to the DES.

VII. INFORMATION TO BE PROVIDED AND PURPOSES

A. Child Support:

1. New Hire data in Wisconsin shall be used by the DES Bureau of Child Support or DES Agent Staff to locate individuals for purposes of:
 - a. establishing paternity;
 - b. establishing, modifying, and enforcing child support obligations;
 - c. administering the State Parent Locator Service under s. 49.22 Wis. Stats.
2. Information will be obtained through:
 - a. Daily crossmatch of active child support cases. DES Bureau of Child Support (BCS) will conduct a daily crossmatch between active child support cases and New Hire data. New Hire data of persons identified in the daily crossmatch will be used by BCS or DES Agent staff for child support enforcement activities as defined above.

- b. Automated batch query of new child support cases. BCS will conduct a daily automated batch crossmatch between active child support cases and New Hire data. New Hire data of persons identified in the automated batch crossmatch will be used by BCS or DES Agent staff for child support enforcement activities as defined above
- c. On-line query access. BCS staff and DES Agent staff with a need-to-know may access New Hire Data through on-line New Hire Query Screens for child support activities as defined above.

B. Income and Eligibility Verification:

1. New Hire data may be used by DES or DES Agent staff to verify income and eligibility for TANF, the Food Stamp program, and Medicaid. DES may provide New Hire data to the Department of Health and Family Services, Division of Health for income and eligibility verification for the Medicaid program.
2. Information will be obtained through:
 - a. A manual query in which a worker enters request data on a request screen and receives an New Hire data response screen;
 - b. An automated query in the application-entry driver flow in which the system runs a query on all new applicants; and
 - c. A monthly match of the CARES recipient database against the New Hire Directory.

VIII. STAFF AUTHORIZED ACCESS TO NEW HIRE DATA

The DUI Security Officer will maintain security access for DES staff located in the Central Office.

The DES Security Officer will maintain security access for all other persons with access to New Hire Data including DES Agent staff and Department of Health and Family Services, Division of Health staff.

The DES will maintain an appropriate data sharing agreement with the Department of Health and Family Services, Division of Health and inform them of New Hire confidentiality requirements and penalties for wrongful disclosure of New Hire data.

IX. REIMBURSEMENT FOR COSTS INCURRED IN PROVIDING INFORMATION

All costs incurred by DUI in the establishment, operation, and maintenance of the New Hire reporting system will be charged to New Hire cost codes under the DWD Accounting System.

X. CONFIDENTIALITY ACKNOWLEDGMENT

DES acknowledges that New Hire information is confidential and may be used only in the administration of s. 49.22 (State Parent Locator Service) or a program specified in 42 USC 653a (h) (Federally approved state child support plan, employment security, workers compensation, and programs specified in 42 USCS 1320b-7(b)).

Should DUI become aware that DES or DES Agent staff have released or used New Hire information for any purpose other than those specified above, DUI may unilaterally cancel this data sharing agreement if adequate corrective measures are not implemented by DES.

XI. AMENDMENT OF AGREEMENT

All or any part of this agreement may be amended at any time by written amendment signed by both Divisions.

It is acknowledged that this agreement is subject to federal and state law, both of which are subject to change. If any applicable state or federal law changes, this agreement will be considered immediately modified in accordance with such changes, without notice or written amendment. This provision for automatic amendment will not apply where one unit provides written notice to the other unit within sixty (60) days of the effective date of a federal or state law change that it desires to challenge such change or that it believes that such change will render its performance under this agreement illegal, impractical or impossible. Upon giving the required notice, the Divisions agree to negotiate the effect the particular federal or state law change will have on the future implementation and continuation of this agreement.

Further, each unit agrees to give the other unit written notice within thirty (30) days after becoming aware of any state or federal law change which may impact the performance of either unit under this agreement.

XII. SIGNATURE

XII. SIGNATURE

Dated this 29 day of July, 1998.

Wisconsin Department of Workforce Development
Division of Unemployment Insurance

By: Maureen Hlavacek
Maureen Hlavacek, Division Administrator

Dated this 24 day of July, 1998.

Wisconsin Department of Workforce Development
Division Of Economic Support

By: J. Jean Rogers
J. Jean Rogers, Division Administrator

DATA-SHARING AGREEMENT
BETWEEN
THE WISCONSIN DEPARTMENT OF WORKFORCE DEVELOPMENT
DIVISION OF UNEMPLOYMENT INSURANCE
(DUI)

AND

THE WISCONSIN DEPARTMENT OF WORKFORCE DEVELOPMENT
DIVISION OF ECONOMIC SUPPORT
BUREAU OF WELFARE INITIATIVES
RESEARCH AND STATISTICS SECTION
(R&S)

I. GOVERNMENT UNITS:

This agreement is between the Wisconsin Department of Workforce Development, Division of Unemployment Insurance (DUI) and the Wisconsin Department of Workforce Development, Division of Economic Support, Research and Statistics Section (R&S)

II. TERM

This agreement shall remain in effect until the units agree to amend or terminate it, unless suspended/terminated under the terms set forth in this agreement.

III. DEFINITION

- A. **DUI** is the state unemployment insurance agency of the State of Wisconsin charged with the administration and enforcement of Wisconsin's Unemployment Insurance law as codified in Ch. 108 of the Wisconsin Statutes and as approved by the Secretary of Labor under Sec. 3304 of the Internal Revenue Code of 1954 (26 U.S.C. 3304).
- B. **R&S** is an administrative section under the direction of the Division of Economic Support, the agency of the State of Wisconsin charged with providing economic support (welfare and other forms of financial assistance) as required by Title IV-A of the Social Security Act and Ch. 49 of the Wisconsin Statutes.

- C. "Benefit information" means information reported to DWD-DUI for unemployment compensation and auxiliary data collected under the provisions of Ch. 108.
- D. "Wage information" means that wage information reported to DWD-DUI under the provisions of Ch. 108 and which fulfills the requirements of Sec. 1137 of the Social Security Act.

IV. PURPOSE

The purpose of this agreement is to establish procedures for the release of wage, benefit payment and employer data to DWD-R&S as provided in sec. 108.14(7)(b), WI Stats. The data shall be used to construct a file of AFDC and Wisconsin Works (W-2) recipients to research and monitor efforts related to the implementation of (W-2).

V. INFORMATION TO BE PROVIDED AND PURPOSES

DWD-R&S will prepare a file on the Wisconsin Department of Administration (DOA) computer containing social security numbers of the research participants. The DOA file will be created in format agreed upon by DWD-BITS programmers.

DWD-R&S will notify the DWD-DUI Datasharing Coordinator by fax or E-mail when the DOA file is prepared for crossmatch to DWD-DUI records. The notification for crossmatch will include:

- A. Unit, name, and phone number of the originator of the request
- B. Job name
- C. Date
- D. Dataset name
- E. Volser, if appropriate
- F. Record Count
- G. Creation Date

The DWD-BITS programmer will run a crossmatch against DWD-DUI data and prepare a file on the DOA computer containing the following data:

- A. Social security numbers of the research participants.
- B. Full dollar amount quarterly earnings for quarters specified each crossmatch run.

- C. SIC code for each employment. The SIC code is the code for a single employer or the parent employing unit of multiple employing units.
- D. Employer indicator for multiple employer locations. The indicator shows whether the employer is a single employer, a parent unit, or a multiple employing unit
- E. Employer indicator for health insurance carrier
- F. Average number of employees reported by quarter. The average number of employees is shown as the number of employees reported by each employer as of the 12th of the month averaged for the quarter.
- G. Employer FIPS code.
- H. Number of employer locations.
- I. Employer DWD-DUI account number
- J. Employer Federal Employer Identification Number
- K. Set-up date
- L. Total Payroll
- M. New Workers (number of new SSNs in current quarter not in previous quarter)
- N. Worker Exits (number of SSNs in previous month not in current quarter)

DWD-DUI agrees to provide all necessary documentation and consultation to DWD-R&S staff authorized to access data described in this agreement and to clarify the definition/meaning of all data provided by DWD-DUI to DWD-R&S.

VI. VERIFICATION OF WAGE RECORD INFORMATION

DWD-R&S will take no action detrimental to the interests of the worker or employing unit which is the subject of the record released by DWD-DUI as the result of the release of information.

VII. DWD-R&S STAFF AUTHORIZED ACCESS TO DWD-DUI DATA

DWD-R&S will designate a staff person as the DWD-R&S Agreement Coordinator. The DWD-DUI Data Sharing Coordinator will be given in writing the name of the current DWD-R&S Agreement Coordinator and as changes in the DWD-R&S Agreement Coordinator occur.

The DWD-R&S Agreement Coordinator will maintain a current list of all DWD-R&S staff having access to DWD-DUI data. This list must include the name, phone number and address of every DWD-R&S staff person having access to

DWD-DUI data. The DWD-R&S Agreement Coordinator must make this list available to the DWD-DUI Data Sharing Coordinator, the DWD-DUI Internal Security Officer and/or the DWD Security Officer immediately upon request. Failure to do so is grounds for immediate suspension of this agreement.

The DWD-R&S Agreement Coordinator and the DWD-DUI Data Sharing Coordinator serve as the liaison officials for this agreement and are responsible for ensuring that any future changes or modifications needed to this agreement are approved by the DWD-R&S Division Administrator and the DWD-DUI Division Administrator.

VIII. COSTS INCURRED BY DWD ADMINISTRATIVE SERVICES DIVISION

DWD-BITS programming costs, DOA computer costs, and all other production costs incurred by DWD Administrative Services Division for this crossmatch are billed to DWD-R&S through the DWD finance and accounting system.

IX. PROTECTION OF CONFIDENTIALITY; PROTECTION AGAINST UNAUTHORIZED ACCESS OR DISCLOSURE

DWD-R&S agrees to comply with the following measures to protect the confidentiality of any information provided under this agreement and to protect such information against unauthorized access or disclosure:

- A. DWD-DUI data provided to DWD-R&S under the terms of this agreement shall be used only to research and monitor efforts related to the implementation of (W-2).
- B. DWD-R&S shall not use the information for any purposes not specifically authorized in this agreement;
- C. Any copy or paper printout of data obtained by DWD-R&S under the terms of this agreement will be maintained in secured case files at DWD-R&S
- D. (1) DWD-R&S shall instruct all DWD-R&S staff having access to the information covered under this agreement on the confidential nature of such information, the sanctions specified in s. 108.24(4), Stats., and other applicable federal and state statutes regarding unauthorized disclosure of the information covered by this agreement.

S. 108.24 (24) Stats. state that any person who, without authorization of DWD-DUI, permits inspection or disclosure of any record relating to the administration of chapter 108 WI Stats. shall be fined not less than \$25 nor more than \$500 or may be imprisoned in the county jail for not more than one year or both. Each such unauthorized inspection or disclosure constitutes a separate offense

- (2) DWD-R&S agrees that its requirements regarding confidentiality of information as set forth in applicable federal/state statutes, administrative rules, employee handbooks and policy manuals shall apply equally to any data or information obtained under this agreement.
- (3) DWD-DUI agrees that its requirements regarding confidentiality of information as set forth in applicable federal/state statutes, administrative rules, employee handbooks and policy manuals shall apply equally to any data or information obtained under this agreement.

X. DESTRUCTION OF RECORDS

Any data, including copy or paper printout, obtained by DWD-R&S under the terms of this agreement will be destroyed by DWD-R&S staff as soon as DWD-R&S and no longer needs the information for research purposes. Any data, including copy or paper printout, obtained by DWD-DUI under the terms of this agreement will be destroyed by DWD-DUI staff as soon as DWD-DUI has completed the data match. Data will be destroyed in such a way as to insure that it cannot be read after destruction.

XI. CONFIDENTIALITY ACKNOWLEDGMENT

The DWD-R&S Division Administrator on behalf of DWD-R&S, attests that all DWD-R&S personnel with access to the information covered under this agreement will adhere to the confidentiality and security policies/procedures of DWD-R&S, DWD-DUI and DWD Administrative Services Division.

All confidentiality requirements of this agreement survive the termination, for whatever reason, of the agreement itself.

XII. RE-DISCLOSURE OF INFORMATION

DWD-R&S agrees that any data obtained under this agreement will not be re-disclosed to anyone without written approval of DWD-DUI or as permitted under applicable federal and state laws and regulations.

DWD-R&S may re-disclose data obtained under this agreement to a private Information Technology (IT) vendor under contract to DWD-R&S to perform IT services for DWD-R&S if the vendor is under contract to process data obtained under this agreement and the vendor is solely a processor of data for DWD-R&S. DWD-DUI records may not be re-disclosed to a private IT vendor which is a user of DWD-DUI records. Penalties for re-disclosure of information obtained under this agreement apply to persons employed by a private IT vendor. Language similar to language in section IX D of this agreement will be include in all future contracts between DWD-R&S and a private IT vendor with access to DWD-DUI data describing confidentiality requirements of the data and penalties for violating confidentiality requirements.

XIII. COMPLIANCE: ON-SITE INSPECTIONS

DWD-R&S, pursuant to Sec. 1137(a)(5)(B) of the Deficit Reduction Act of 1984, P.L. 98-369, agrees to permit authorized personnel of DWD to make on-site inspections to ensure that the requirements of Ch. 108, as well as federal statues and regulations applicable to this agreement, are being met.

Authorized DWD staff may, at their discretion, make on-site inspections to monitor the terms of this agreement. DWD-R&S agrees to reimburse DWD-DUI for actual costs of on-site monitoring, not to exceed 3 work days (24 staff hours) each state fiscal year. If a violation of the terms of this agreement is discovered, DWD-R&S will reimburse DWD-DUI for actual costs incurred by DWD in investigation of each violation.

XIV. SUSPENSION OF AGREEMENT

DWD-DUI may suspend this agreement after 30 days written notice to the DWD-R&S Agreement Coordinator, or immediately and without written notice in the event DWD-R&S violates any of the terms or conditions set forth in this agreement.

DWD-R&S may terminate this agreement after 30 days written notice to the DWD-DUI Data Sharing Coordinator.

XV. AMENDMENT OF AGREEMENT

All or any part of this agreement may be amended at any time by written amendment signed by both units.

It is acknowledged that this agreement is subject to federal and state law, both of which are subject to change. If any applicable state or federal law changes, this agreement will be considered immediately modified in accordance with such changes, without notice or written amendment. This provision for automatic amendment will not apply where one unit provides written notice to the other unit within sixty (60) days of the effective date of a federal or state law change that it desires to challenge such change or that it believes that such change will render its performance under this agreement illegal, impractical or impossible. Upon giving the required notice, the units agree to negotiate the effect the particular federal or state law change will have on the future implementation and continuation of this agreement.

Further, each unit agrees to give the other unit written notice within thirty (30) days after becoming aware of any state or federal law change which may impact the performance of either unit under this agreement.

XVI. SIGNATURE

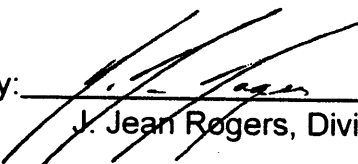
Dated this 13 day of Aug, 1997.

Wisconsin Department of Workforce Development
Unemployment Insurance Division

By: 
Maureen Hlavacek, Division Administrator

Dated this 11 day of Aug, 1997.

Department Of Workforce Development
Division Of Economic Support

By: 
J. Jean Rogers, Division Administrator