

**MEMORANDUM OF UNDERSTANDING BETWEEN  
WYOMING DEPARTMENT OF HEALTH,  
VITAL STATISTICS SERVICES AND  
DEPARTMENT OF WORKFORCE SERVICES,  
RESEARCH AND PLANNING**

1. **Parties.** This Memorandum of Understanding (MOU) is made and entered into by and between the Wyoming Department of Health, Vital Statistics Services, whose address is Hathaway Building, 1<sup>st</sup> Floor, Cheyenne, WY 82002 [Agency], and The Department of Workforce Services, Research and Planning [Recipient], whose address is P.O. Box 2760, 246 South Center, Casper, WY 82602.
2. **Definitions.** The terms used but not otherwise defined in this MOU, shall have the same meaning as those terms in 45 CFR § 160.103 and § 164.501.
3. **Purpose of MOU.** This MOU is being entered into for the purpose of the disclosure of data elements in accordance with law, public health activities, research or health care operations and descriptions of such elements are provided in Attachment A. This MOU seeks to satisfy the requirements for the protection of individually identifiable health information found in the Standards for Electronic Transactions, the Security Standards, and the Standards for Privacy of Individually Identifiable Health Information issued by the U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) at 45 CFR Part 160, Part 162, and Part 164 (Privacy and Security Rules) as well as the Health Information Technology for Economic and Clinical Health (HITECH) Act. The purpose this MOU is to establish an Agreement for the transfer of birth, death, marriage and divorce information to the Department of Workforce Services, Research and Planning for the purpose of an archived longitudinal administrative database collected at the Social Security Number level of detail for research purposes. They will use this information for projects such as the Census of Fatal Occupational Injuries and Illnesses, Household Level Estimation, Hathaway Scholarship Tracking, and Health Care Workforce and Workers Compensation Program Outcomes. Regulations specific to Data Use Agreements are found at 45 CFR § 164.514(e).
4. **Term of MOU and Required Approvals.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
5. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.



6. **Responsibilities of Recipient.** Except as otherwise limited or required in this MOU or the Privacy and Security Rules, or other applicable Federal, State or local statute rule or law, the Recipient may only use and/or disclose Protected Health Information or Electronic Protected Health Information received from or on behalf of the Agency for the purpose of an archived longitudinal administrative database collected at the Social Security Number level of detail for research purposes. They will use this information for projects such as the Census of Fatal Occupational Injuries and Illnesses, Household Level Estimation, Hathaway Scholarship Tracking, and Health Care Workforce and Workers Compensation Program Outcomes. Further, the Recipient agrees to the following:
- A. To establish, maintain and use appropriate safeguards to prevent use or disclosure of the information provided other than as provided for by this MOU;
  - B. To report to the Agency any use, disclosure, potential for disclosure, or network breach of information not provided for by this MOU within two (2) business days or as soon after discovery as is reasonably practicable;
    - i. Such notice shall identify the individual data elements in Attachment A reasonably believed to have used, at risk for disclosure, or otherwise compromised, a statement describing whether the identifiers were secured, or unsecured, and a description of any security measures that were in place at the time of any such incident.
    - ii. An impermissible use, disclosure, potential disclosure, or network breach shall be treated as discovered by the recipient as of the first day on which the disclosure is known by the recipient, or to any person (other than the person committing the disclosure) who is an employee, officer or other agent of the recipient or by exercising reasonable diligence, would have been known to the recipient.
  - C. To not publish any data, including but not limited to county level data, for categories containing totals less than five.
  - D. Ensure that any agents, including subcontractors, to whom Recipient provides the data set, or any portion thereof, agrees to the same restrictions and conditions that apply to Recipient under this MOU;
  - E. To stay informed of any changes in the Privacy and Security rules, and other Federal, State or local statute, rule or law relevant to the use and disclosure of the information received.
  - F. Not to request, use, or disclose more information than is necessary to

perform its functions pursuant to the purpose identified;

- G. To assist the Agency in mitigating, to the extent practicable, any harmful effects arising out of any use or disclosure of this information that is not provided for by this MOU.

7. **Responsibilities of Agency.** The Agency agrees to the following:

- A. The Agency shall prepare a data set for use consistent with this MOU including and limited to the elements described in Attachment "A," which is incorporated by this reference.
- B. To notify Recipient of any restriction to the use or disclosure of any data contained within the data set to which the Agency has agreed in accordance with 42 CFR § 164.522.
- C. The Agency shall not request Recipient to use or disclose the information contained in the data set in any manner that would not be permissible under the Privacy and Security Rules, or other relevant Federal, State or local statute, rule or law if done by the Agency.
- D. The Agency shall timely notify Recipient of any material breach of this MOU, or material privacy violation by Recipient of which Agency becomes aware. The Agency shall specify a time within which Recipient must cure the breach if cure is possible, or within which Recipient must end the violation.

8. **General Provisions**

- A. **Amendments.** Any changes, modifications, revisions or amendments to this MOU that are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- B. **Applicable Law/Venue.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this MOU and the parties and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Entirety of MOU.** This MOU, consisting of seven (7), and Attachment "A" consisting of two (2) pages represents the entire and integrated Data Use Agreement between the Parties and supersedes all prior and



contemporaneous negotiations, representations and MOUs, whether written or oral, regarding the Privacy and Security Rules, or HIPAA.

- D. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- E. **Ownership of Documents/Work Product/Materials.** All information, in whatever form, and all documents, reports, records, field notes, data, samples, specimens and materials of any kind, resulting from performance of this MOU are at all times the property of the Agency and the Agency retains such ownership during the term of this MOU and upon termination. The Recipient agrees that it acquires no title in or rights to such.
- F. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect and either party may renegotiate the terms affected by the severance.
- G. **Sovereign Immunity.** The State of Wyoming Department of Health, Vital Statistics Services and the Wyoming Department of Workforce Services, Research and Planning do not waive sovereign immunity by entering into this MOU and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- H. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.
- I. **Termination of Agency's Obligations.** This MOU may be terminated, without cause, by the Agency upon thirty (30) days written notice, by mutual assent of the Parties, or for cause if the Recipient materially breaches the terms of this MOU.
  - i. **Material Breach.** Any breach by the Recipient of any provision of this MOU or any other contract with the Agency which involves the use or disclosure of protected health information or electronic protected health information, as determined by the Agency, shall constitute a material breach and shall entitle the Agency to



terminate the MOU immediately, seek related remedies, and to terminate any and all primary contracts, which involve the Recipient in the use or disclosure of protected health information or electronic protected health information, by notifying Recipient of such termination.

- ii. **Cure.** If the Agency receives evidence of a material breach or violation of the obligations set forth herein, and the Agency does not terminate the MOU pursuant to subsection “i” above, then the Agency shall provide an opportunity to cure such breach or end such violation, as applicable, within a reasonable timeframe specified by the Agency. If the Recipient’s efforts to cure such breach or end such violation are unsuccessful within the time specified, the Agency shall terminate the MOU, where feasible, or if termination is not feasible, report the Recipient’s breach to the Secretary of Health and Human Services or his designee.
- iii. **Effect of Termination.** Upon termination of this MOU for any reason, the Recipient shall return or destroy all Protected Health Information and Electronic Protected Health Information, including any derivative work and erase all residual Protected Health Information and Electronic Protected Health Information from the entire Recipient’s technology resources and any other storage media or areas, regardless of form so that the Recipient retains no copies of Protected Health Information or Electronic Protected Health Information received or created on behalf of the Agency. Delivery must be through a secured electronic transmission or by parcel services that utilizes tracking numbers. The Recipient shall provide a record of Protected Health Information and Electronic Protected Health Information destruction to the Agency for inspection and records retention no later than 30 days after destruction. If return or destruction of all Protected Health Information and Electronic Protected Health Information is not feasible – for any reason – Recipient shall notify the Agency of the conditions that make return or destruction infeasible. Upon agreement between the parties that the return or destruction of the Protected Health Information or Electronic Protected Health Information is infeasible, the Recipient shall extend the protections of this MOU to such information, and further limit the use and disclosure of such information only to those purposes that make its return or destruction infeasible, for so long as the Recipient maintains the information. This provision shall apply to Protected Health Information and Electronic Protected Health Information that is in the possession of subcontractors or agents of the Recipient.

- J. **Time is of the Essence.** Time is of the essence in all provisions of this MOU.
- K. **Titles not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this MOU.
- L. **Waiver.** There are no waivers of any breach of any term or condition in this MOU.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



9. **Signatures.** The parties to this MOU, either personally or through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU.

The effective date of this MOU is the date of the signature last affixed to this page.

**WYOMING DEPARTMENT OF HEALTH**



Thomas O. Forslund, Director  
Wyoming Department of Health

9/9/11  
Date



Leland G. Clabots, M.S., Hyg., M.P.H.  
Deputy Director of Administration

9/2/11  
Date



Matthew Rowe, MBA  
Interim Deputy State Registrar

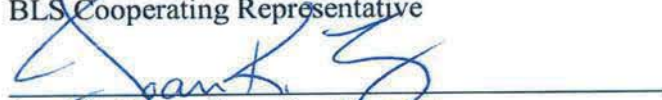
9-6-11  
Date

**RECIPIENT**



Tom Gallagher, M.A.  
Manager, Research and Planning  
BLS Cooperating Representative

8/29/11  
Date



Joan K. Evans, Executive Director  
Department of Workforce Services

8/31/11  
Date

**ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM:**



Cara Boyle Chambers  
Senior Assistant Attorney General

8/10/11  
Date



Robert L. Lanter  
Senior Assistant Attorney General

8-10-11  
Date

**Attachment A to the Memorandum of Understanding between Wyoming Department of Health Vital Statistics Services and Department of Workforce Services, Research and Planning**

**Department of Health Vital Statistics Services Requested Data Elements**

**Documentation**

The following data elements will be supplied in a flat file on an annual basis. For the data pertaining to the Census of Fatal Occupational Injuries, the data elements may be requested more frequently on an as needed basis.

<b>Data Element</b>	
<b>Deaths</b>	
Decedent's Full Name (First, Middle, Last)	Manner of Death
Decedent's Sex	Date of Injury
Decedent's Social Security Number	Time of Injury
Date of Death	Place of Injury
Date of Birth	Location of Injury
Place of Death	If Transportation Accident
County of Death	Injury Description
Resident State	Certifier Type
Resident County	Name of Certifier
Resident City	Address of Certifier
Father's Full Name(First, Middle, Last)	Decedent's Education
Mother's Maiden Name (First, Middle, Last)	Decedent's Hispanic Origin
Time of Death	Decedent's Race
Date Pronounced Dead	Decedent's Occupation
Causes of Death	Kind of Business/Industry
Contributing Causes of Death	Injury at work
Was Autopsy Performed	
Autopsy Finding Available	
<b>Marriage</b>	
Groom's Name (First, Middle, Last)	Bride's Full Name (First, Middle, Last)
Groom's Date of Birth	Bride's Date of Birth
Groom's Age	Bride's Age
Groom's Legal Father's Full Name	Bride's Legal Father's Full Name
Groom's Legal Mother's Maiden Full Name	Bride's Legal Mother's Maiden Full Name
Number of this Marriage - Groom	Number of this Marriage – Bride
Date of Groom's Previous Marriage	Date of Bride's Previous Marriage
Date of Death, Divorce or Annulment – Groom	Date of Death, Divorce or Annulment – Bride

Attachment A to the Memorandum of Understanding between  
The State of Wyoming, Department of Health, Vital Statistics Service  
and  
The Department of Workforce Services, Research and Planning

March 16, 2011



Groom's Social Security Number	Bride's Social Security Number
Sworn Date	Issuing County
License Expiration Date	Marriage Date
Occurrence County	Bride's Maiden Name
<b>Divorce</b>	
Husband's Full Name (First, Middle, Last)	Wife's Full Name (First, Middle, Last)
Husband's Resident City	Wife's Resident City
Husband's Resident County	Wife's Resident County
Husband's Resident State	Wife's Resident State
Husband's Date of Birth	Wife's Date of Birth
	Wife's Maiden Surname
Date of this Marriage	Date Couple Last Resided in Same Household
Number of Children under 18	Decree Date
Decree Type	How many children were awarded to whose custody
<b>Births</b>	
Child's Full Name (First, Middle, Last)	Time of Birth
Child's Sex	Child's Date of Birth
Facility Name	City of Birth
County of Birth	Mother's Current Legal Full Name
Mother's Date of Birth	Mother's Name Prior to First Marriage
Mother's Birthplace	Full Residence Information of Mother
Father's Current Legal Full Name	Father's Date of Birth
Father's Birthplace	Mother's Social Security Number
Father's Social Security Number	Mother's Education
Mother's Race	Father's Education
Father's Race	Place Where Birth Occurred
Attendant Type	Mother Transferred
Name of Transfer Facility	Date of First Prenatal Care
Date of Last Prenatal Care	Total Number of Prenatal Visits
Did Mother Receive WIC	Previous Live Births
Date of Last Live Birth	Payment Source

Attachment A to the Memorandum of Understanding between  
The State of Wyoming, Department of Health, Vital Statistics Service  
and  
The Department of Workforce Services, Research and Planning

March 16, 2011

**DEPARTMENT OF EMPLOYMENT**

**DEPARTMENT OF TRANSPORTATION - R.I.S. ACCESS**

**USER ACKNOWLEDGMENT**

The Department of Transportation implemented the Driver Privacy Protection Act in September 1997, per Federal requirements. The Act covers driver license, registration and title information. As a result of that Federal Act, the Department of Transportation would like to make each agency aware of which uses are acceptable.

Information obtained shall only be disclosed to any person, or business entity authorized by the Federal Driver's Privacy Protection Act. A list of allowed uses is in Attachment A. Bulk sales of data is prohibited by any other agency.

**I HAVE READ, UNDERSTAND, AND WILL FOLLOW THE DEPARTMENT OF TRANSPORTATION'S R.I.S. USAGE OF INFORMATION GUIDELINES.**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Section/Local Office

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## ATTACHMENT A

Acceptable uses for personal information under the Federal Driver's Privacy Protection Act and the Department of Transportation Rules and Regulations:

1. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local government agency in carrying out its functions.
2. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts, and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from original owner records of motor vehicle manufacturers.
3. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only A) to verify the accuracy of personal information submitted by the individual to the business and B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security against, the individual.
4. For use in connection with any civil, criminal, administrative, or arbitral proceeding in a federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of Federal, State, or local court.
5. For use in research activities and statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
6. For use by any insurer, insurance support organization, or self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating, or underwriting.
7. For use in providing notice to the owners of towed or impounded vehicles.
8. For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection.
9. For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under the Commercial Motor Vehicle Safety Act of 1986 (49 U.S.C. App. 2710 et seq.).
10. For use in connection with the operation of private toll transportation facilities.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WYOMING DEPARTMENT OF EMPLOYMENT,  
EMPLOYMENT TAX DIVISION AND  
COLORADO DEPARTMENT OF LABOR AND EMPLOYMENT,  
LABOR MARKET INFORMATION**

1. **Parties.** This Memorandum of Understanding [hereinafter referred to as "MOU"] is made and entered into by and between the Wyoming Department of Employment, Employment Tax Division, 246 South Center St., Casper, Wyoming 82601 (Mailing Address: P.O. Box 2760, Casper, Wyoming 82602) [Agency], and the Colorado Department of Labor and Employment, Labor Market Information, 1515 Arapahoe Street, Tower 2, Suite 300, Denver, Colorado 80202-2117, [CDLE/LMI].

2. **Purpose.** The purpose of this MOU is to identify workers on the Wyoming and Colorado wage record reporting system who are former students of post-secondary, past participants in state training programs, or workers in the state. Information from wage records shall be used to determine where workers are employed. The impetus for the comparisons programs is placement results, labor market analysis, the Carl Perkins Act, as amended, and the Workforce Investment Act (PL105-220), in order to improve the quality of information used to evaluate the success of graduates and training program participants and programs. The results of this program will be used strictly to generate statistics for career information and educational and training program purposes. Personal identifying information generated by the program will not be used to make decisions concerning the rights, benefits or privileges of specific individuals.

3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.

4. **Definitions.** For purposes of this MOU:

A. "Reciprocating State" shall mean the state whose unemployment compensation data, state wage information the Requesting State seeks information from; and

B. "Requesting State" shall mean the state whose Department of Labor/Employment would like to collect wage and other administrative data on graduates of its public post-secondary institutions, training program completers, and/or labor market participants.

5. **Payment.** The anticipated costs are minimal. It is anticipated that the costs of billing and collection of costs would exceed the actual costs of providing the requested information. This agreement is a non-financial agreement and the parties shall not be obligated to reimburse the other party for costs.



**6. Responsibilities of the Parties**

**A. Compliance with the Privacy Act of 1974.** The parties shall conduct the computerized records comparison hereunder pursuant to the provision of the Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988 (PL 100-503) and Section 15 of the Wagner-Peyser Act as amended by the Workforce Investment Act of 1998 (PL 105-220).

**B.** Both parties shall maintain and shall permit any authorized representative of the other party to inspect and copy portions of its records and other primary source documents and data compilations as is deemed necessary by each state agency to determine whether the other party is properly performing hereunder, complying with all terms, conditions, and provisions of this MOU.

**C. Requesting State's Obligations**

1) The Requesting State will provide a diskette to the Reciprocating State containing a text file with the following record information and file format:

- a) Social Security Number
- b) Name if available (last, first, middle initial)

2) Identifiable records created during the course of the comparison program will be destroyed by the Reciprocating State as soon as they have served the program purpose and any legal retention requirements. Destruction will be by shredding, burning or electronic erasure.

3) Each of the Requesting State's requests for a follow-up comparison under this program will be in writing to the Reciprocating State's contact person and will include a statement that the computerized records comparison program has been conducted in compliance with this MOU and a request concerning any changes in the comparison program procedures.

4) The Requesting State shall maintain all records locally and will make said records available for the Reciprocating State's inspection and copying during normal business hours upon ten days' written notice.

5) The Requesting State shall notify the Reciprocating State of reports using Reciprocating State data and shall make a copy of such report available to the Reciprocating State in a timely manner.

6) Requests will be made on a quarterly basis.

**D. Reciprocating State's Obligations.** File should be fixed-width ASCII text file. If data not available or re-disclosure of confidential data, then blank filled. Include multiple wages records if have multiple employers for quarter.

1) Unemployment insurance wage records and other administrative data will be compared to the records submitted from the Requesting State.

SSN	Alpha	9 characters
Last Name	Alpha	30 characters
First Name	Alpha	30 characters
Middle Name	Alpha	30 characters
Year	Alpha	4 characters
Quarter	Alpha	1 character
UI account #	Alpha	15 characters
Qtr. Earnings	Numeric	8 numbers(whole dollars)
Industry (NAICS)	Alpha	6 characters
Ownership	Alpha	1 character
State ID (FIPS)	Alpha	2 characters
County ID (FIPS)	Alpha	3 characters
Resident of state	Yes or No	3 characters
Enrolled in State	Yes or No	3 characters
Type of Enrollment	Alpha	30 characters

2) The Reciprocating State will perform the comparison of the Requesting State records to administrative data.

3) The Reciprocating State's obligation to provide information is contingent upon the availability of the information within its own computer system.

4) The Reciprocating State shall not be liable for any and all damages, including consequential damages, arising from inaccuracies in the information provided.

## **7. Authorized Representatives**

**A.** The authorized representative for Agency is:

Tom Gallagher, Assistant Administrator  
Department of Employment, Employment Tax Division,  
Research and Planning Section  
P.O. Box 2760  
Casper, Wyoming 82602  
Tel. (307) 473-3801  
FAX (307) 473-3834



B. The authorized representative for the CDLE/LMI is:

William LaGrange, Director  
Colorado Department of Labor and Employment  
1515 Arapahoe Street  
Tower 2, Suite 300  
Denver, Colorado 80202-2117  
Tel. (303) 620-4977  
FAX (303) 620-4988

The parties Authorized Representatives do not have the authority to amend this MOU.

8. **General Provisions**

A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.

B. **Confidentiality**

1) All individually identifiable information will be held in the most strict confidence by the Agency and the CDLE/LMI.

2) The privacy of the individuals will be protected by strict adherence to the provisions of this MOU. Agency and CDLE/LMI agree that the records used and created during the course of this comparison program will be maintained and safeguarded in such a manner as to restrict access to only those individuals who have a legitimate need to see them in order to accomplish the program's purpose. Persons with authorized access to information will be made aware of their responsibilities pursuant to this MOU. Agency and CDLE/LMI will keep all comparison records in secured areas during working and non-working hours. Each state will store tapes and hard copy records in locked desks or file cabinets and computer records will be stored in secured computer facilities.

3) Agency and CDLE/LMI agree to not disclose records obtained under this program within or outside their agencies, except as permitted under the terms of this MOU or upon the consent of the other party.

4) The Requesting State agrees that the data will not be used to make a decision about the rights, benefits, or privileges of those individuals identified through the comparison program, but will be used strictly for the purpose of statistical research and analysis, and that any end product will be in the form of aggregate statistical data without any personal identifiers.

5) The Requesting State agrees to hold any and all information obtained from the Reciprocating State in a confidential manner and will use said information solely for statistical purposes. To ensure confidentiality, the Requesting State further agrees to:

- a. Store and process data in such a manner that unauthorized persons cannot gain access to it by means of a computer remote terminal or other means.
- b. Ensure that only authorized persons have access to said information.
- c. Instruct all personnel with access to the information received of the confidential nature of the information, the confidentiality requirements of this MOU, and the sanctions specified in state unemployment compensation laws against unauthorized disclosure of information, any other relevant state statutes, the Privacy Act of 1974, as amended, and Section 15 of the Wagner-Peyser Act.
- d. The Requesting State will not re-disclose any personal, firm, or training institution information received from the Reciprocating State pursuant to this MOU.
- e. Unauthorized release or use of this information shall be cause for immediate termination of this MOU.

**C. Entirety of MOU.** This MOU, consisting of six (6) pages, represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**D. Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the State of Wyoming's Attorney General or her representative.

**E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect.

**F. Sovereign Immunity.** The State of Wyoming and the Department of Employment, Employment Tax Division and the Colorado Department of Labor and Employment, Labor Market Information do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

**G. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this



MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

9. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**WYOMING DEPARTMENT OF EMPLOYMENT, EMPLOYMENT TAX DIVISION**

By: Wendy Tyson  
Wendy Tyson  
Administrator

10-26-01  
Date

**COLORADO DEPARTMENT OF LABOR AND EMPLOYMENT, LABOR MARKET INFORMATION**

By: Leslie M. Shepp  
Name: Leslie M. Shepp  
Title: Controller

\_\_\_\_\_  
Date

**APPROVAL**

By: John J. Hensley  
Name:  
Title:

2/6/01  
Date

**ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM**

Wm. L. Weaver  
Wm. L. Weaver  
Senior Assistant Attorney General

26 Oct 01  
Date

**AMENDMENT ONE TO THE MEMORANDUM OF UNDERSTANDING BETWEEN  
WYOMING DEPARTMENT OF UNEMPLOYMENT,  
EMPLOYMENT TAX DIVISION  
AND  
UTAH DEPARTMENT OF WORKFORCE SERVICES,  
ECONOMIC DATA COLLECTION AND ANALYSIS**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Employment, Unemployment Tax Division (formerly Employment Tax Division) [Agency], whose address is: 100 West Midwest, Casper, Wyoming 82601 (Mailing Address: P.O. Box 2760, Casper, Wyoming 82602) and Utah Department of Workforce Services, Workforce Development & Information Division (formerly Economic Data Collection and Analysis) [UDWS/WDID], whose address is: 140 East 300 South, Salt Lake City, Utah 84111.

2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Memorandum of Understanding [MOU] between the Agency and the UDWS/WDID which was duly executed on November 30, 2001 and which became effective November 30, 2001. The purpose of this Amendment is to: a) change the name of the Utah agency, and b) change the authorized representative for the Utah Agency.

Original MOU, dated November 30, 2001, provided for identifying workers on the Wyoming and Utah wage record reporting who are former students of post-secondary educational programs, past participants in state training programs, or workers in the state where neither party shall reimburse the other party for the cost of the data with an undetermined expiration date.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto and shall remain in full force and effect through the term of the MOU, unless terminated at an earlier date pursuant to the provisions of the MOU, or pursuant to federal or state statute, rule or regulation.

4. **Amendments.**

A. Section 1 of the original MOU is hereby amended to read as follows:

“1. **Parties.** This Memorandum of Understanding [MOU] is made and entered into by and between the Wyoming Department of Employment, Unemployment Tax Division [Agency], whose address is: 100 West Midwest, Casper, Wyoming 82601 (Mailing Address: P.O. Box 2760, Casper, Wyoming 82602) and the Utah Department of Workforce Services, Workforce Development & Information Division [UDWS/WDID], whose address is: 140 East 300 South, Salt Lake City, Utah 84111.”

B. The Utah Department of Workforce Services, Workforce Development & Information Division [UDWS/WDID] is the successor in interest to the Utah Department of



Workforce Services, Economic Data Collection and Analysis [UDWS/EDCA]. All references to UDWS/EDCA in the original MOU are hereby amended to read "UDWS/WDID".

C. Section 7(B) of the original MOU is hereby amended to read as follows:

"B. The authorized representative for the UDWS/WDID is:

Carrie Mayne, Supervising Economist  
Utah Department of Workforce Services  
Workforce Development & Information Division  
140 East 300 South  
Salt Lake City, Utah 84111  
Telephone (801) 526-8411  
FAX (801) 526-9238"

5. **Additional Responsibilities of the Agency.** Responsibilities of the Agency have not changed.

6. **Additional Responsibilities of the UDWS/WDID.** Responsibilities of the UDWS/WDID have not changed.

7. **Special Provisions.**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the MOU between the Agency and the UDWS/WDID, including but limited to sovereign immunity, shall remain unchanged and in full force and effect.

8. **General Provisions.**

A. **Entirety of MOU.** The original MOU, consisting of six (6) pages, and Amendment One, consisting of three (3) pages, represent the entire and integrated MOU between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

9. **Signatures.** IN WITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment, known as Amendment One to the MOU between the Agency and the UDWS/WDID, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. Ann. §9-2-1016(b)(iv).

The effective date of this Amendment is the date of the last signature affixed to this page.

**WYOMING DEPARTMENT OF EMPLOYMENT, UNEMPLOYMENT TAX DIVISION**

Wendy Tyson (Acting Admin) 4-9-07  
Wendy Tyson, Division Administrator Date

**UTAH DEPARTMENT OF WORKFORCE SERVICES, WORKFORCE DEVELOPMENT & INFORMATION DIVISION**

\_\_\_\_\_  
Kristen Cox, Executive Director

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

Robert L. Lanter # 11241 4-5-07  
Robert L. Lanter, Senior Assistant Attorney General Date

H:\JGREEN2\DATA\DOC\MOU\State Data Share\Utah Amendment 1 113001.doc



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WYOMING DEPARTMENT OF EMPLOYMENT,  
EMPLOYMENT TAX DIVISION AND THE  
STATE OF IDAHO, DEPARTMENT OF LABOR**

1. **Parties.** This Memorandum of Understanding [hereinafter referred to as "MOU"] is made and entered into by and between the Wyoming Department of Employment, Employment Tax Division, [WDOE], 246 South Center St., Casper, Wyoming 82601 (Mailing Address: P.O. Box 2760, Casper, Wyoming, 82602), and the Idaho Department of Labor, [IDOL], 317 W. Main Street, Boise, Idaho 83735.

2. **Purpose.** The purpose of this MOU is to identify workers on the Wyoming and Idaho wage record reporting system who are former students of post-secondary past participants in state training programs, or workers in the state. Information from wage records shall be used to determine where workers are employed. The impetus for the comparisons programs is placement results, labor market analysis, the Carl Perkins Act, as amended, and the Workforce Investment Act (PL 105-220), in order to improve the quality of information used to evaluate the success of graduates and training program participants and programs. The results of this program will be used strictly to generate statistics for career information and educational and training program purposes. Personal identifying information generated by the program will not be used to make decisions concerning the rights, benefits or privileges of specific individuals.

3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.

4. **Definitions.** For purposes of this MOU:

A. "Reciprocating State" shall mean the state whose unemployment compensation data, state wage information the Requesting State seeks information from; and

B. "Requesting State" shall mean the state whose Department of Labor/Employment would like to collect wage and other administrative data on graduates of its public post-secondary institutions, training program completers, and/or labor market participants.

5. **Payment.** Because this MOU is reciprocal in nature, each party shall bear its own costs.

**6. Responsibilities of the Parties**

**A. Compliance with the Privacy Act of 1974.** The parties shall conduct the computerized records comparison hereunder pursuant to the provision of the Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988 (PL 100-503) and Section 15 of the Wagner-Peyser Act as amended by the Workforce Investment Act of 1998 (PL 105-220).

**B.** Both parties shall maintain and shall permit any authorized representative of the other party to inspect and copy portions of its records and other primary source documents and data compilations as is deemed necessary by each state agency to determine whether the other party is properly performing hereunder, complying with all terms, conditions, and provisions of this MOU.

**C. Requesting State's Obligations**

1) The Requesting State will provide a diskette to the Reciprocating State containing a text file with the following record information and instructions:

- a. Social Security number
- b. Name, if available (last name, first name and middle initial)
- c. The specific quarter(s) to be used for the data match.

2) Identifiable records created during the course of the comparison program will be destroyed by the Reciprocating State as soon as they have served the program purpose and any legal retention requirements. Destruction will be by shredding, burning or electronic erasure.

3) Each of the Requesting State's requests for a follow-up comparison under this program will be in writing to the Reciprocating State's contact person and will include a statement that the computerized records comparison program has been conducted in compliance with this MOU and a request concerning any changes in the comparison program procedures.

4) The Requesting State shall maintain all records locally and will make said records available for the Reciprocating State's inspection and copying during normal business hours upon ten days' written notice.

5) The Requesting State shall notify the Reciprocating State of reports using Reciprocating State data and shall make a copy of such report available to the Reciprocating State in a timely manner.

6) Requests will be made on a quarterly basis.



**D. Reciprocating State's Obligations.**

1) Unemployment insurance wage records and other administrative data will be compared to the records submitted from the Requesting State.

2) The Reciprocating State will perform the comparison of the Requesting State records to administrative data. For each "hit" (social security numbers common to both records), the Reciprocating State will provide the following data elements to the Requesting State when available:

a. Two digit Standard Industrial Classification (SIC) code, or 3 digit North American Industrial Classification System (NAICS), for the primary employer;

b. Ownership code;

c. Quarterly earnings;

d. Educational enrollment by educational, training, or provider type; and

e. State FIPS code.

3) The Reciprocating State's obligation to provide information is contingent upon the availability of the information within its own computer system.

4) The Reciprocating State shall not be liable for any and all damages, including consequential damages, arising from inaccuracies in the information provided.

**7. Authorized Representatives**

A. The authorized representative for WDOE is:

Tom Gallagher, Assistant Administrator  
Department of Employment, Employment Tax Division,  
Research and Planning Section  
P.O. Box 2760  
Casper, Wyoming 82602  
Tel. (307) 473-3801  
FAX (307) 473-3834

**B.** The authorized representatives for the IDOL are:

For WIA requests:

Larry Hertling, Senior Planner  
Workforce Systems Bureau  
Idaho Department of Labor  
317 W. Main Street  
Boise, Idaho 83735  
Tel. (208) 332-3570 ext. 3321  
FAX (208) 332-7417

For all other requests:

Jerry Fackrell, Bureau Chief  
Research & Analysis Bureau  
Idaho Department of Labor  
317 W. Main Street  
Boise, Idaho 83735  
Tel. (208) 332-3570 ext. 3212  
FAX (208) 334-6455

**C.** The parties Authorized Representatives do not have the authority to amend this MOU.

## **8. General Provisions**

**A. Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.

### **B. Confidentiality**

1) All individually identifiable information will be held in strictest confidence by the WDOE and the IDOL.

2) The privacy of the individuals will be protected by strict adherence to the provisions of this MOU. WDOE and IDOL agree that the records used and created during the course of this comparison program will be maintained and safeguarded in such a manner as to restrict access to only those individuals who have a legitimate need to see them in order to accomplish the program's purpose. Persons with authorized access to information will be made aware of their responsibilities pursuant to this MOU. WDOE and IDOL will keep all comparison records in secured areas during working and non-working hours. Each state will store tapes and hard



copy records in locked desks or file cabinets and computer records will be stored in secured computer facilities.

3) WDOE and IDOL agree to not disclose records obtained under this program within or outside their agencies, except as permitted under the terms of this MOU or upon the consent of the other party.

4) The Requesting State agrees that the data will not be used to make a decision about the rights, benefits, or privileges of those individuals identified through the comparison program, but will be used strictly for the purpose of statistical research and analysis, and that any end product will be in the form of aggregate statistical data without any personal identifiers.

5) The Requesting State agrees to hold any and all information obtained from the Reciprocating State in a confidential manner and will use said information solely for statistical purposes. To ensure confidentiality, the Requesting State further agrees to:

a. Store and process data in such a manner that unauthorized persons cannot gain access to it by means of a computer remote terminal or other means.

b. Ensure that only authorized persons have access to said information.

c. Instruct all personnel with access to the information received of the confidential nature of the information, the confidentiality requirements of this MOU, and the sanctions specified in state unemployment compensation laws against unauthorized disclosure of information, any other relevant state statutes, the Privacy Act of 1974, as amended, and Section 15 of the Wagner-Peyser Act.

d. The Requesting State will not re-disclose any personal, firm, or training institution information received from the Reciprocating State pursuant to this MOU.

e. Unauthorized release or use of this information shall be cause for immediate termination of this MOU.

**C. Entirety of MOU.** This MOU, consisting of seven (7) pages, represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**D. Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the State of Wyoming's Attorney General or her representative.



**E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect.

**F. Sovereign Immunity.** The State of Wyoming and the Department of Employment, Employment Tax Division and the Idaho Department of Labor, do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

**G. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

**INTENTIONALLY LEFT BLANK**



9. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**WYOMING DEPARTMENT OF EMPLOYMENT, EMPLOYMENT TAX DIVISION**

By: Wendy Tyson  
Wendy Tyson  
Administrator

10/11/01  
Date

**IDAHO DEPARTMENT OF LABOR**

By: Roger B. Madsen  
Roger B. Madsen  
Director

10/25/01  
Date

**ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM**

Wm. L. Weaver  
Wm. L. Weaver  
Senior Assistant Attorney General

11 Oct 01  
Date

11/14/01

FORMAT

PAGE

1

REC

SPECIFICATIONS FOR IDAHO WAGE/TAX MATCH ON WYOMING CD SSNS.

YOUR INPUT CD HAD 1,043,078 SSNS. THESE WERE RAN AGAINST  
OUR WAGE FILE FOR 27 QUARTERS 1/1995 THRU 3/2001.  
THERE WERE 451,348 HITS ON OUR QUARTERLY WAGE RECORDS.  
123,032 SSNS HAD 1 OR MORE HITS FOR A WAGE/QTR/EMPLOYER.  
THE 451,348 RECORDS WERE THEN RAN AGAINST OUR UI TAX MASTER  
FOR THE SIC, OWNER, AND NAICS CODES AND ALL WERE FOUND.

FORMAT:	SSN	POS	1	FOR	9
	YEAR-Q	POS	11	FOR	5 "CCYYQ"
	WAGE	POS	17	FOR	10 "\$\$\$\$\$\$\$CC"
	UI EMPLOYER#	POS	28	FOR	10
	SIC CODE	POS	39	FOR	4
	NAICS CODE	POS	44	FOR	6
	OWNER CODE	POS	51	FOR	2
	STATE	POS	55	FOR	5 "IDAHO"

21 RECORDS PRINTED



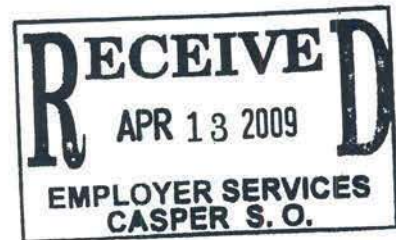
# IDAHO

DEPARTMENT OF LABOR

C.L. "BUTCH" OTTER, GOVERNOR  
ROGER B. MADSEN, DIRECTOR

April 8, 2009

Wendy Tyson, Administrator  
Wyoming Department of Employment  
Unemployment Tax Division  
PO Box 2760  
Casper WY 82602

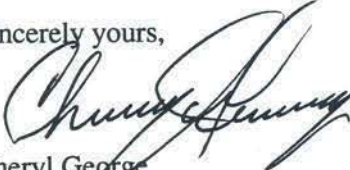


Dear Ms. Tyson:

Idaho has enacted new laws and rules in response to a recently promulgated federal regulation, 20 CFR part 603. This federal regulation sets forth uniform minimum federal confidentiality requirements and restricts the disclosure of employment security information. These requirements are made part of Idaho law in IDAPA 09.01.08.012 that became effective on July 1, 2008. These changes require the Idaho Department of Labor (Department) to replace earlier interagency agreements and enter into new agreements that contain these requirements.

The Department currently has an agreement with Wyoming Department of Employment, Unemployment Tax Division that must be updated to comply with these rules and regulations. Now is your opportunity to provide the Department with input as to whether you desire any modification/s/ to this agreement or if you desire to terminate the agreement. Enclosed is a copy of your agency's current agreement with the Department and the Department's public agency questionnaire. Please have your agency complete the questionnaire and return it to the Department's Legal Bureau. If you desire to terminate the agreement please notify the Department in writing. Failure to respond to this letter within thirty (30) days may result in the Department taking further steps to terminate the current agreement. If you have any questions, please feel free to call at 208/332-3570 ext. 3432 or 3138.

Sincerely yours,



Cheryl George  
Deputy Attorney General  
Department of Labor

Enclosures

notes.txt

We will send other states

a list of 1,043,078 unique SSNs that have appeared in Wyoming's administrative databases from 1992q1 to 2000q4 (first download) on a CD total file size of 11.20 MB. The file will be in text format and contain a 9 digit character (has leading 0's) representing an SSN.

1992Q1 THRU 1994Q4  
NOT AVAILABLE

1995Q1 thru 2001Q3 pulled

I would request all occurrence of the SSNs we send and they subsequently find in their WR for all years and quarters available.

#### Table Structure

Field	Field Name	Type	width	
✓ 1	SSN	Character	9	Social Security Number
✓ 2	YEAR	Numeric	4	Year of WR report
✓ 3	QTR	Numeric	1	Quarter of WR report
✓ 4	WAGES	Numeric	10	Wages received from employer in
year an quarter				
✓ 5	UI	Character	10	UI account number, Employer
number				
✓ 6	SIC	Character	4	Standard Industrial
Classification of employer				
✓ 7	NAICS	Character	6	North American Industrial
Classification (as available)				
✓ 8	OWN	Character	1	Ownership (Local, State, Federal,
Private etc.)				

"IDAHO"

Variations should be discussed but are most likely acceptable, for example OWN as a 2 digit character, as long as we receive a key to the table structure.

#### Example layout

"ssn", "year", "qtr", "wages", "ui", "sic", "naics", "own"  
"999999999", "2000", "1", "15000", "999999999", "1381", "211111", "5"  
"999999999", "2000", "1", "25000", "999999999", "5812", "722110", "5"

\*note 2 records above are for the same individual with multiple employers in the same quarter.

SEPARATOR flds SPACE

Tony Glover  
Wyoming Department of Employment  
Research and Planning  
wglove@state.wy.us  
307-473-3837



DEPARTMENT OF LABOR  
STATE OF IDAHO  
DATA PROCESSING SERVICE REQUEST

*Jerry copy*

To: <b>CHIEF OF INFORMATION SYSTEMS</b>		User Control No.	DP Control No.
From: (Requesting Bureau / Unit) Research and Analysis		Date Required 12/01/01	
Program Name / Number: (If Applicable)		Priority Relationship To Other Requests: 2	
Summary of Request: WY wage match. <i>1995 Q1 thru 2001 Q3 wages</i>			
Detail: (Attach Supplemental Sheets as required). <i>1992 Q1 thru 1994 Q4</i> <i>NOT AVAILABLE</i> <i>Programs: WYWGMPLOAD (OUTBOUND) FINALLY</i> <i>WYWG MATCH QTRWAGE &amp; TXMASTER</i> <i>WYFORMAT for CD</i> <i>WYWG DNLOAD for CD</i>			
<b>COST ALLOCATION DATA</b>			
Project / Function Code To Be Used: 381 555		Signature (Chief of Requesting Bureau)	
Budget Element to be Charged 79		Requester's Signature (If Other Than Bureau Chief) <i>Jerry Jackrell</i>	Date <i>11/7/01</i>
Type Request <i>IT</i>	Application Area <i>IT</i>	<i>3212</i> <i>by E. Allen</i>	

**REQUEST HISTORY**

Date Logged By DP Bureau:	<i>Return CD HAS 2 Files</i>
Initially Referred To: <i>Allen</i>	<i>WYFORMAT.TXT</i>
Estimate Required By (Date): <i>12/01/01</i>	<i>WYMATCH.TXT</i>
ESTIMATED / ACTUAL TIME (HOURS)	Assigned To: <i>Nelson</i>
1. Research and Analysis <i>14</i>	Date Assigned: <i>11/7/01</i>
<del>2. System Design</del> <i>UPLOAD PROBLEMS 18</i>	Scheduled Completion Date: <i>12/01/01</i>
3. Program Design <i>14</i>	Actual Completion Date: <i>11/14/01</i>
4. Programming <i>1</i>	Notes: <i>"READ only" file format</i>
5. Other <i>Run Test 14</i>	<i>kept INFOVIEWER From working.</i>
6. Total <i>120</i>	

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WYOMING DEPARTMENT OF EMPLOYMENT,  
EMPLOYMENT TAX DIVISION AND  
MONTANA DEPARTMENT OF LABOR AND INDUSTRY, RESEARCH AND  
ANALYSIS BUREAU**

1. **Parties.** This Memorandum of Understanding [hereinafter referred to as "MOU"] is made and entered into by and between the Wyoming Department of Employment, Employment Tax Division, 246 South Center St., Casper, Wyoming 82601 (Mailing Address: P.O. Box 2760, Casper, Wyoming 82602) [Agency], and the Montana Department of Labor and Industry, Research and Analysis Bureau, P.O. Box 1728 Helena, Montana 59624-1728 [MDLI/R&A],.

2. **Purpose.** The purpose of this MOU is to identify workers and/or students on the Wyoming and Montana wage and education files who are former students of post-secondary educational programs, past participants in state training programs, or workers in the state. Information from wage records and other administrative data will be used to determine where workers are employed and or attending school. The impetus for the comparison programs is to improve the quality of information used to evaluate the success of graduates and training program participants and programs using placement results, labor market analysis, the Carl Perkins Act, as amended, and the Workforce Investment Act (PL105-220), in order to improve the quality of information used to evaluate the success of graduates and training program participants and programs. The results of this program will be used strictly to generate statistics for career information and educational and training program purposes. Personal identifying information generated by the program will not be used to make decisions concerning the rights, benefits or privileges of specific individuals.

3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, and shall remain in full force and effect until terminated. Either party may terminate this MOU upon thirty (30) days written notice.

4. **Definitions.** For purposes of this MOU:

A. "Reciprocating State" shall mean the state from which the Requesting State seeks information, unemployment compensation data, state wage information and/or educational files.

B. "Requesting State" shall mean the state whose Department of Labor/Employment would like to collect wage and other administrative data on graduates of its public post-secondary institutions, training program completers, and/or labor market participants.

5. **Payment.** The anticipated costs are minimal. It is anticipated that the costs of billing and collection of costs would exceed the actual costs of providing the requested information. This



- 6) Requests will be made on a quarterly basis.

**D. Reciprocating State's Obligations**

- 1) Unemployment insurance wage records and other administrative data will be compared to the records submitted from the Requesting State.

SSN	Alpha	9 characters
Last Name	Alpha	30 characters
First Name	Alpha	30 characters
Middle Name	Alpha	30 characters
Year	Alpha	4 characters
Quarter	Alpha	1 character
UI account #	Alpha	15 characters
Qtr. Earnings	Numeric	8 numbers(whole dollars)
Industry (NAICS)	Alpha	6 characters
Ownership	Alpha	1 character
State ID (FIPS)	Alpha	2 characters
County ID (FIPS)	Alpha	3 characters
Resident of state	Yes or No	3 characters
Enrolled in State	Yes or No	3 characters
Type of Enrollment	Alpha	30 characters

- 2) The Reciprocating State will perform the comparison of the Requesting State records to administrative data.

- 3) The Reciprocating State's obligation to provide information is contingent upon the availability of the information within its own computer system.

- 4) The Reciprocating State shall not be liable for any and all damages, including consequential damages, arising from inaccuracies in the information provided.

**7. Authorized Representatives**

- A.** The authorized representative for Agency is:

Tom Gallagher, Assistant Administrator  
Department of Employment, Employment Tax Division,  
Research and Planning Section  
P.O. Box 2760  
Casper, Wyoming 82602  
Tel. (307) 473-3801  
FAX (307) 473-3834

B. The authorized representative for the MDLI/R&A is:

Bob Rafferty, Director  
Research and Analysis Bureau  
Montana Department of Labor and Industry  
P.O. Box 1728  
Helena, Montana 59624-1728  
Tel. (406)444-2430  
FAX (406)444-2638

The parties Authorized Representatives do not have the authority to amend this MOU.

**8. General Provisions**

A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU must be mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.

**B. Confidentiality**

1) All individually identifiable information will be held in the most strict confidence by the Agency and the MDLI/R&A.

2) Individual privacy of the individuals will be protected by strict adherence to the provisions of this MOU. Agency and MDLI/R&A agree that the records used and created during the course of this comparison program will be maintained and safeguarded in such a manner as to restrict access solely to only those individuals who have a legitimate need to use them in order to accomplish the program's purpose. Persons with authorized access to information will be made aware of their responsibilities pursuant to this MOU. Agency and MDLI/R&A will keep all comparison records in secured areas during working and non-working hours. Each state will store tapes and hard copy records in locked desks or file cabinets and computer records will be stored in secured computer facilities.

3) Agency and MDLI/R&A agree to not disclose records obtained under this program within or outside their agencies, except as permitted under the terms of this MOU or upon the consent of the other party.

4) The Requesting State agrees that the data will not be used to make a decision about the rights, benefits, or privileges of those individuals identified through the comparison program, but will be used strictly for the purpose of statistical research and analysis, and that any end product will be in the form of aggregate statistical data without any personal identifiers.

5) The Requesting State agrees to hold any and all information obtained from the Reciprocating State in a confidential manner and will use said information solely for statistical purposes. To ensure confidentiality, the Requesting State further agrees to:



- a. Store and process data in such a manner that unauthorized persons cannot gain access to it by means of a computer remote terminal or other means.
  - b. Ensure that only authorized persons have access to said information.
  - c. Instruct all personnel with access to the information received of the confidential nature of the information, the confidentiality requirements of this MOU, and the sanctions specified in state unemployment compensation laws against unauthorized disclosure of information, any other relevant state statutes, the Privacy Act of 1974, as amended, and Section 15 of the Wagner -Peyser Act..
  - d. The Requesting State will not re-disclose any personal, firm, or training institution information received from the Reciprocating State pursuant to this MOU.
  - e. Unauthorized release or use of this information shall be cause for immediate termination of this MOU.
- 6) Authorized release or use of any information obtained from the Reciprocating State by the Requesting State shall be cause for immediate termination of the MOU.

**C. Entirety of MOU.** This MOU, consisting of six (6) pages, represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**D. Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the State of Wyoming's Attorney General or her representative.

**E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect.

**F. Sovereign Immunity.** The State of Wyoming and the Department of Employment, Employment Tax Division and the Montana Department of Labor and Industry, Research and Analysis Bureau do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.


**G. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this

MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

9. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**WYOMING DEPARTMENT OF EMPLOYMENT, EMPLOYMENT TAX DIVISION**

By:   
Wendy Tyson  
Administrator

9/26/01  
Date

**MONTANA DEPARTMENT OF LABOR AND INDUSTRY, RESEARCH AND ANALYSIS BUREAU**

By: \_\_\_\_\_  
Mike Foster  
Commissioner of Labor and Industry

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Kevin Braun  
Administrator, Legal Services Division

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM**

  
Wm. L. Weaver  
Senior Assistant Attorney General

26 Sep 01  
Date



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WYOMING DEPARTMENT OF EMPLOYMENT,  
EMPLOYMENT TAX DIVISION AND  
SOUTH DAKOTA DEPARTMENT OF LABOR**

1. **Parties.** This Memorandum of Understanding [hereinafter referred to as "MOU"] is made and entered into by and between the Wyoming Department of Employment, Employment Tax Division, 246 South Center St., Casper, Wyoming 82601 (Mailing Address: P.O. Box 2760, Casper, Wyoming 82602) [Agency], and the South Dakota Department of Labor [SDDL], PO Box 4730, Aberdeen, South Dakota 57402-4730.

2. **Purpose.** The purpose of this MOU is to identify workers on the Wyoming and South Dakota wage record reporting system who are former students of post-secondary past participants in state training programs, or workers in the state. Information from wage records shall be used to determine where workers are employed. The impetus for the comparisons programs is placement results, labor market analysis, the Carl Perkins Act, as amended, and the Workforce Investment Act (PL105-220), in order to improve the quality of information used to evaluate the success of graduates and training program participants and programs. The results of this program will be used strictly to generate statistics for career information and educational and training program purposes. Personal identifying information generated by the program will not be used to make decisions concerning the rights, benefits or privileges of specific individuals.

3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.

4. **Definitions.** For purposes of this MOU:

A. "Reciprocating State" shall mean the state whose unemployment compensation data, state wage information the Requesting State seeks information from; and

B. "Requesting State" shall mean the state whose Department of Labor/Employment would like to collect wage and other administrative data on graduates of its public post-secondary institutions, training program completers, and/or labor market participants.

5. **Payment.** The anticipated costs are minimal. It is anticipated that the costs of billing and collection of costs would exceed the actual costs of providing the requested information. This agreement is a non-financial agreement and the parties shall not be obligated to reimburse the other party for costs.

## **6. Responsibilities of the Parties**

**A. Compliance with the Privacy Act of 1974.** The parties shall conduct the computerized records comparison hereunder pursuant to the provision of the Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988 (PL 100-503) and Section 15 of the Wagner-Peyser Act as amended by the Workforce Investment Act of 1998 (PL 105-220).

**B.** Both parties shall maintain and shall permit any authorized representative of the other party to inspect and copy portions of its records and other primary source documents and data compilations as is deemed necessary by each state agency to determine whether the other party is properly performing hereunder, complying with all terms, conditions, and provisions of this MOU.

### **C. Requesting State's Obligations**

1) The Requesting State will provide a diskette to the Reciprocating State containing a text file with the following record information and file format:

- a) Social Security Number
- b) Name if available (last, first, middle initial)

2) Identifiable records created during the course of the comparison program will be destroyed by the Reciprocating State as soon as they have served the program purpose and any legal retention requirements. Destruction will be by shredding, burning or electronic erasure.

3) Each of the Requesting State's requests for a follow-up comparison under this program will be in writing to the Reciprocating State's contact person and will include a statement that the computerized records comparison program has been conducted in compliance with this MOU and a request concerning any changes in the comparison program procedures.

4) The Requesting State shall maintain all records locally and will make said records available for the Reciprocating State's inspection and copying during normal business hours upon ten days' written notice.

5) The Requesting State shall notify the Reciprocating State of reports using Reciprocating State data and shall make a copy of such report available to the Reciprocating State in a timely manner.

6) Requests will be made on a quarterly basis.



**D. Reciprocating State's Obligations.** File should be fixed-width ASCII text file. If data not available or re-disclosure of confidential data, then blank filled. Include multiple wages records if have multiple employers for quarter.

1) Unemployment insurance wage records and other administrative data will be compared to the records submitted from the Requesting State.

SSN	Alpha	9 characters
Last Name	Alpha	30 characters
First Name	Alpha	30 characters
Middle Name	Alpha	30 characters
Year	Alpha	4 characters
Quarter	Alpha	1 character
UI account #	Alpha	15 characters
Qtr. Earnings	Numeric	8 numbers(whole dollars)
Industry (NAICS)	Alpha	6 characters
Ownership	Alpha	1 character
State ID (FIPS)	Alpha	2 characters
County ID (FIPS)	Alpha	3 characters
Resident of state	Yes or No	3 characters
Enrolled in State	Yes or No	3 characters
Type of Enrollment	Alpha	30 characters

2) The Reciprocating State will perform the comparison of the Requesting State records to administrative data.

3) The Reciprocating State's obligation to provide information is contingent upon the availability of the information within its own computer system.

4) The Reciprocating State shall not be liable for any and all damages, including consequential damages, arising from inaccuracies in the information provided.

**7. Authorized Representatives**

**A.** The authorized representative for Agency is:

Tom Gallagher, Assistant Administrator  
Department of Employment, Employment Tax Division,  
Research and Planning Section  
P.O. Box 2760  
Casper, Wyoming 82602  
Tel. (307) 473-3801  
FAX (307) 473-3834

B. The authorized representative for the SDDL is:

Loren Harms, LMI Center  
South Dakota Department of Labor  
420 South Roosevelt  
Box 4730  
Aberdeen, SD 57402-4730  
Tel. (605) 626-2314  
FAX (605) 626-2322

The parties Authorized Representatives do not have the authority to amend this MOU.

## 8. General Provisions

A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.

### B. **Confidentiality**

1) All individually identifiable information will be held in the most strict confidence by the Agency and the SDDL.

2) The privacy of the individuals will be protected by strict adherence to the provisions of this MOU. Agency and SDDL agree that the records used and created during the course of this comparison program will be maintained and safeguarded in such a manner as to restrict access to only those individuals who have a legitimate need to see them in order to accomplish the program's purpose. Persons with authorized access to information will be made aware of their responsibilities pursuant to this MOU. Agency and SDDL will keep all comparison records in secured areas during working and non-working hours. Each state will store tapes and hard copy records in locked desks or file cabinets and computer records will be stored in secured computer facilities.

3) Agency and SDDL agree to not disclose records obtained under this program within or outside their agencies, except as permitted under the terms of this MOU or upon the consent of the other party.

4) The Requesting State agrees that the data will not be used to make a decision about the rights, benefits, or privileges of those individuals identified through the comparison program, but will be used strictly for the purpose of statistical research and analysis, and that any end product will be in the form of aggregate statistical data without any personal identifiers.

5) The Requesting State agrees to hold any and all information obtained from the Reciprocating State in a confidential manner and will use said information solely for statistical purposes. To ensure confidentiality, the Requesting State further agrees to:



- a. Store and process data in such a manner that unauthorized persons cannot gain access to it by means of a computer remote terminal or other means.
- b. Ensure that only authorized persons have access to said information.
- c. Instruct all personnel with access to the information received of the confidential nature of the information, the confidentiality requirements of this MOU, and the sanctions specified in state unemployment compensation laws against unauthorized disclosure of information, any other relevant state statutes, the Privacy Act of 1974, as amended, and Section 15 of the Wagner-Peyser Act.
- d. The Requesting State will not re-disclose any personal, firm, or training institution information received from the Reciprocating State pursuant to this MOU.
- e. Unauthorized release or use of this information shall be cause for immediate termination of this MOU.

**C. Entirety of MOU.** This MOU, consisting of six (6) pages, represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**D. Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the State of Wyoming's Attorney General or her representative.

**E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect.

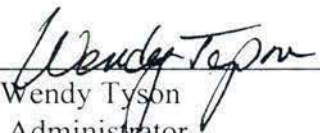
**F. Sovereign Immunity.** The State of Wyoming and the Department of Employment, Employment Tax Division and the South Dakota Department of Labor do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

**G. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

9. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

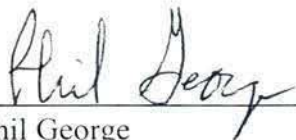
The effective date of this MOU is the date of the signature last affixed to this page.

**WYOMING DEPARTMENT OF EMPLOYMENT, EMPLOYMENT TAX DIVISION**

By:   
Wendy Tyson  
Administrator

8-28-01  
Date

**SOUTH DAKOTA DEPARTMENT OF LABOR**

By:   
Phil George  
Director

9-05-01  
Date

**ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM**

  
Wm. L. Weaver  
Senior Assistant Attorney General

29 Aug 01  
Date



**AGREEMENT**  
**Between**  
**NEBRASKA DEPARTMENT OF LABOR**  
**And**  
**WYOMING DEPARTMENT OF WORKFORCE SERVICES**

---

**Collection of Job Placement Data**

---

THIS AGREEMENT is entered into on June 1, 2012 between the Nebraska Department of Labor (NEBRASKA), 550 South 16<sup>th</sup> Street, Lincoln, NE 68508 and the Wyoming Department of Workforce Services (WYOMING), 122 West 25<sup>th</sup> Street, Herschler Building, 2-East, Cheyenne, WY 82002.

WHEREAS, state and federal agencies need to work together to improve the quality of information used to evaluate the success of graduates and training program participants; and

WHEREAS, the absence of reliable information makes it difficult for students to make informed decisions about their future and makes it difficult for those providing education and training services to make sound planning and investment decisions; and

WHEREAS, planners and policy makers need consistent data about occupational choices and wages to determine how well specific training programs are working and to evaluate the success of different areas and levels of secondary, post-secondary and continuing education; and

WHEREAS, WYOMING would like to collect job placement data on Wyoming public post-secondary institution graduates and public training program completers; and

WHEREAS, NEBRASKA would like to collect job placement data on Nebraska public post-secondary institution graduates and public training program completers; and

WHEREAS, both WYOMING and NEBRASKA have such information in their unemployment compensation data processing and state wage information files;

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS, COVENANTS, REPRESENTATIONS AND PROVISIONS HEREOF, BOTH PARTIES AGREE AS FOLLOWS:

**I - Definitions**

---

For purposes of this Agreement:

- A. "Reciprocating State" shall mean the state whose unemployment compensation data processing and state wage information files the Requesting State seeks information from; and
- B. "Requesting State" shall mean the state whose Department of Labor would like to collect job placement data on graduates of its public post-secondary institution graduates and public training program completers.

## II - Purpose

---

- A. A computerized records comparison program will be conducted pursuant to the provision of the Privacy Act of 1974, as amended, and Section 15 of the Wagner-Peyser Act. The comparison purpose, defined in I(B) and I(C) excludes the program from the definition of a program covered by the provisions of Public Law 100-503 [OMB Guidance, ¶5.a.(3)(b) at 54 FR 25823 of June 19, 1989]. This Agreement, therefore, sets forth conditions to ensure compliance with other provisions of the Privacy Act.
- B. This Agreement is for the purpose of identifying workers on the Nebraska and Wyoming wage files who are former students of post-secondary education programs, past participants in a public training program or workers in the state. Information from those wage records will be used to determine where the worker is employed. The impetus for the comparisons programs is placement results projects (Wyoming Follow-up Project and Nebraska Follow-up Project) to improve the quality of information used to evaluate the success of graduates, training programs and participants.
- C. The results of the program will be used strictly to generate statistics for career information and education and training program purposes. Personal identifying information generated by the program will not be used to make decisions concerning the rights, benefits or privileges of specific individuals.

## III - Requesting State's Obligations

---

- A. Via internet-based Secure File Transfer Protocol (SFTP), the Requesting State will request the following student record information:
  - 1. Social security number,
  - 2. Student's name (last name, first name and middle initial),
  - 3. Follow-up year, and
  - 4. Follow-up code.
- B. Identifiable records created during the course of the comparison program will be destroyed by the Reciprocating State as soon as they have served the program purpose and any legal retention requirements.
- C. Each of the Requesting State's requests for a follow-up comparison under this program will be in writing to the Reciprocating State's contact person and will include a statement that the computerized records comparison program has been conducted in compliance with this Agreement and a request concerning any changes in the comparison program procedures.
- D. WYOMING shall maintain and shall permit any authorized representative of NEBRASKA to inspect and copy portions of its records and other primary source documents and data compilations as is deemed necessary by NEBRASKA to determine whether WYOMING is properly performing hereunder, complying with all terms, conditions, and provisions of this Agreement.



- E. NEBRASKA shall maintain and shall permit any authorized representative of WYOMING to inspect and copy portions of its records and other primary source documents and data compilations as is deemed necessary by WYOMING to determine whether NEBRASKA is properly performing hereunder, complying with all terms, conditions, and provisions of this Agreement.
- F. The Requesting State shall maintain all records locally and will make said records available for the Reciprocating State's inspection and copying during normal business hours upon ten days' written notice.

#### **IV - Reciprocating State's Obligations**

---

- A. Unemployment insurance wage records will be compared to student records of educational program graduates or public training program participants.
- B. The Reciprocating State will compare the student records to its own unemployment insurance wage records. For each "hit" (social security numbers common to both records), the Reciprocating State will provide, via SFTP, the following data elements to the Requesting State:
  - 1. Two-digit Standard Industrial Classification (SIC) code and/or three-digit North American Industrial Classification System (NAICS) for the primary employer,
  - 2. Ownership code,
  - 3. Quarterly earnings,
  - 4. State FIPS code,
  - 5. County FIPS code,
  - 6. Educational enrollment by educational training or provider type needed for the Workforce Investment Act of 1998 (WIA) Title I Youth and Carl Perkins, and
  - 7. The UI account number.
- C. The Reciprocating State's obligation to provide information is contingent upon the availability of the information within its own computer system.
- D. The Reciprocating State shall not be liable for any and all damages, including consequential damages, arising from inaccuracies in the information provided.

#### **V - Confidentiality Provisions**

---

- A. The privacy of the individuals will be protected by strict adherence to the provisions of this Agreement. NEBRASKA and WYOMING agree that the records used and created during the course of this comparison program will be maintained and safeguarded in such a manner as to restrict access to only those individuals who have a legitimate need to see it in order to accomplish the program's purpose. Persons with authorized access to information will be made

aware of their responsibilities pursuant to this Agreement. NEBRASKA and WYOMING will keep all comparison records in secured areas during working and non-working hours. Each state will store tapes and hard copy records in locked desks or file cabinets and computer records will be stored in secured computer facilities.

- B. NEBRASKA and WYOMING agree to not disclose records obtained under this program within or outside their agencies, except as permitted under the terms of this Agreement or upon the consent of the other agency.
- C. The Requesting State agrees that the data will not be used to make a decision about the rights, benefits, or privileges of those individuals identified through the comparison program, but will be used strictly for the purpose of statistical research and analysis, and that any end product will be in the form of aggregate statistical data without any personal identifiers.
- D. THE REQUESTING STATE agrees to hold any and all information obtained from the Reciprocating State in a confidential manner and will use said information solely for statistical programs. To ensure confidentiality, the Requesting State further agrees to:
  - 1. Store and process data in such a manner that unauthorized persons cannot gain access to it by means of a computer remote terminal or other means;
  - 2. Ensure that only authorized persons have access to said information;
  - 3. Instruct all personnel with access to the information received of the confidential nature of the information, the confidentiality requirements of this Agreement, and the sanctions specified in state unemployment compensation laws against unauthorized disclosure of information and any other relevant state statutes.
- E. The Requesting State will not re-disclose any information received from the Reciprocating State pursuant to this Agreement.
- F. Unauthorized release or use of this information shall be cause for immediate termination of this Agreement.

#### **VI - Entirety of Agreement**

---

This Agreement [consisting of seven (7) pages], Attachment #1 [consisting of three (3) pages], and Attachment #2 [consisting of three (3) pages] represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

#### **VII - Prior Approval**

---

This Agreement shall not be binding upon either party unless this Agreement has been reduced to writing before performance begins as described under the terms of this Agreement, and unless this Agreement is approved by the State of Wyoming's Attorney, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. §9-2-1016(b)(iv).



**VIII - Severability**

Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect.

**IX - Sovereign Immunity**

WYOMING and NEBRASKA do not waive their sovereign immunity by entering into this Agreement, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

**X - Term of Agreement**

- A. This Agreement is established for a term of five (5) years to commence June 1, 2012 and expire May 31, 2017.
- B. This Agreement may be renewed for additional one (1) year periods, and, if renewed, such renewal must be in writing.
- C. Either NEBRASKA or WYOMING may terminate this Agreement upon thirty (30) days written notice.
- D. Any amendments or extensions to this Agreement must be in writing and approved by both parties.

**XI - Costs**

The anticipated costs to a Reciprocating State are expected to be minimal and it is anticipated that the costs of billing and collection of costs would exceed the actual costs of providing the requested information by the Reciprocating State. No payment shall be made by either party to the other party under this Agreement.

**XII - Authorized Representatives**

- A. The parties agree that, for the purposes of notice, during the term of this Agreement, and for any period applicable to the terms expressed herein, the following individuals are designated as their authorized representatives:

WYOMING:	NEBRASKA:
Tom Gallagher, Research and Planning 246 South Center, 2 <sup>nd</sup> Floor P.O. Box 2760 Casper, WY 82601	Phil Baker, LMI Administrator 550 South 16th Street P.O. Box 94600 Lincoln, NE 68509-4600
Telephone: (307) 473-3801	Telephone: (402) 471-9964
FAX: (307) 473-3834	FAX: (402) 471-9867

- B. The parties' authorized representatives do not have the authority to amend this Agreement.

- C. Each authorized representative will complete a SFTP Application for a username and password for an individual within their respective agency to electronically access unemployment insurance combined tax and wage files from the other party (Attachment #1). It will be the responsibility of the individual named on said SFTP Application form to ensure the integrity and timely processing of this data exchange by signing a Confidentiality and Non-Disclosure Agreement (see Attachment #2). Attachments #1 and #2 are attached hereto and made part of this Agreement by this reference.

### **XIII - General Provisions**

---

- A. All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitutions or changes shall be made except upon written agreement of the parties.
- B. Violation of any of the terms of this Agreement may be cause for either party to terminate this Agreement.
- C. This Agreement shall not be merged into any other oral or written agreement, contract or instrument.
- D. No officer, employee, or agent of NEBRASKA or WYOMING who has or will participate in the administration of this program may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Upon written request, exceptions may be granted upon a case-by-case basis. The requests for an exception shall require the approval of both NEBRASKA and WYOMING.
- E. This Agreement is a public record.

### **XIV - Debarment, Suspension or Declared Ineligible**

---

WYOMING certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It is WYOMING's affirmative duty to notify NEBRASKA if it or any of its principals is sanctioned or debarred. WYOMING acknowledges that suspension or debarment is cause for termination.

NEBRASKA certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. It is NEBRASKA's affirmative duty to notify WYOMING if it or any of its principals is sanctioned or debarred. NEBRASKA acknowledges that suspension or debarment is cause for termination.



**XV - Signatures**

This Agreement is not valid until all signatures are affixed below:

5.14.12  
Date

Catherine D. Lang  
CATHERINE D. LANG, Commissioner  
Nebraska Department of Labor

5/22/12  
Date

Joan K. Evans  
JOAN K. EVANS, Director  
Wyoming Department of Workforce Services

REVIEWED AND APPROVED:

Debbie Kay Ward  
DEBBIE KAY WARD, Controller  
Nebraska Department of Labor

5-5-12  
Date

Chris Nider  
CHRIS NIDER, UI Tax Administrator  
Nebraska Department of Labor

05/16/2012  
Date

Phil Baker  
PHIL BAKER, LMI Administrator  
Nebraska Department of Labor

5/10/12  
Date

John H. Albin  
JOHN H. ALBIN, Agency Legal Counsel  
Nebraska Department of Labor

5/17/12  
Date

Robert L. Lanter #84959  
ROBERT L. LANTER, Sr. Assistant Attorney  
State of Wyoming

5-2-12  
Date

**Attachment #1**

AGREEMENT  
Between  
NEBRASKA DEPARTMENT OF LABOR  
And  
WYOMING DEPARTMENT OF WORKFORCE SERVICES

Collection of Job Placement Data

**SECURE FILE TRANSFER PROTOCOL (SFTP) APPLICATION**  
**For**  
**USER NAME & PASSWORD**

I CERTIFY that I am the authorized representative for the Wyoming Department of Workforce Services and hereby request a SFTP username and password for the individual named below for the purpose of accessing electronic unemployment insurance combined tax and wage files from the Nebraska Department of Labor.

It will be the responsibility of the individual named below to ensure the integrity and timely processing of this data exchange.

<b>APPLICANT</b>	
Benjamin Hunter	
<b>Name ↑</b>	
IT Security Administrator	
<b>Title ↑</b>	
<b>Telephone:</b> (307) 473-3870	<b>Fax:</b> (307) 473-3855
<b>eMail Address:</b> ben.hunter@wyo.gov	

5/8/12  
Date Signed

Tom Gallagher  
TOM GALLAGHER, Research & Planning  
WYOMING DEPT. OF WORKFORCE SERVICES



**Attachment #1**

AGREEMENT  
Between  
NEBRASKA DEPARTMENT OF LABOR  
And  
WYOMING DEPARTMENT OF WORKFORCE SERVICES  
Collection of Job Placement Data

**SECURE FILE TRANSFER PROTOCOL (SFTP) APPLICATION**  
**For**  
**USER NAME & PASSWORD**

I CERTIFY that I am the authorized representative for the Wyoming Department of Workforce Services and hereby request a SFTP username and password for the individual named below for the purpose of accessing electronic unemployment insurance combined tax and wage files from the Nebraska Department of Labor.

It will be the responsibility of the individual named below to ensure the integrity and timely processing of this data exchange.

<b>APPLICANT</b>	
Deborah Malson	
<b>Name ↑</b>	
IT Operations Supervisor	
<b>Title ↑</b>	
<b>Telephone:</b> (307) 473-3857	<b>Fax:</b> (307) 473-3855
<b>eMail Address:</b> debbie.malson@wyo.gov	

5/8/12  
Date Signed

  
TOM GALLAGHER, Research & Planning  
WYOMING DEPT. OF WORKFORCE SERVICES

## Attachment #1

AGREEMENT  
Between  
NEBRASKA DEPARTMENT OF LABOR  
And  
WYOMING DEPARTMENT OF WORKFORCE SERVICES  
Collection of Job Placement Data

**SECURE FILE TRANSFER PROTOCOL (SFTP) APPLICATION**  
For  
**USER NAME & PASSWORD**

I CERTIFY that I am the authorized representative for the Nebraska Department of Labor and hereby request a SFTP username and password for the individual named below for the purpose of accessing electronic unemployment insurance combined tax and wage files from the Wyoming Department of Workforce Services.

It will be the responsibility of the individual named below to ensure the integrity and timely processing of this data exchange.

APPLICANT	
Name ↑ <i>Mary m Findlay</i>	
Title ↑ <i>Research Analyst</i>	
Telephone: <i>402-471-9915</i>	Fax: <i>402-471-9867</i>
eMail Address: <i>mary.findlay@nebraska.gov</i>	

*5/10/12*  
Date Signed

*Phil Baker*  
PHIL BAKER, LMI Administrator  
NEBRASKA DEPARTMENT OF LABOR



## Attachment #2

AGREEMENT  
Between  
NEBRASKA DEPARTMENT OF LABOR  
And  
WYOMING DEPARTMENT OF WORKFORCE SERVICES  
Collection of Job Placement Data

### CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

I HAVE READ AND AGREE TO ABIDE BY all conditions and provisions of the Agreement between the Nebraska Department of Labor and the Wyoming Department of Workforce Services. Said Agreement sets forth the responsibilities, confidentiality, and physical security requirements pertaining to the use of data provided by the other party during the term of this Agreement.

5/10/12  
Date

Mary M Lindley  
Employee  
NEBRASKA DEPARTMENT OF LABOR

5/10/12  
Date

Dale Meyer  
Witness

## Attachment #2

AGREEMENT  
Between  
NEBRASKA DEPARTMENT OF LABOR  
And  
WYOMING DEPARTMENT OF WORKFORCE SERVICES  
Collection of Job Placement Data

### CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

I HAVE READ AND AGREE TO ABIDE BY all conditions and provisions of the Agreement between the Nebraska Department of Labor and the Wyoming Department of Workforce Services. Said Agreement sets forth the responsibilities, confidentiality, and physical security requirements pertaining to the use of data provided by the other party during the term of this Agreement.

5/08/2012  
Date

  
BENJAMIN HUNTER  
WYOMING DEPT. OF WORKFORCE SERVICES

5/8/2012  
Date

  
Witness William Glozier



## Attachment #2

AGREEMENT  
Between  
NEBRASKA DEPARTMENT OF LABOR  
And  
WYOMING DEPARTMENT OF WORKFORCE SERVICES

Collection of Job Placement Data

### CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

I HAVE READ AND AGREE TO ABIDE BY all conditions and provisions of the Agreement between the Nebraska Department of Labor and the Wyoming Department of Workforce Services. Said Agreement sets forth the responsibilities, confidentiality, and physical security requirements pertaining to the use of data provided by the other party during the term of this Agreement.

5/8/2012  
Date

Deborah Malson  
DEBORAH MALSON  
WYOMING DEPT. OF WORKFORCE SERVICES

5/8/2012  
Date

William Glover  
Witness William Glover

**MEMORANDUM OF UNDERSTANDING  
BETWEEN WYOMING DEPARTMENT OF EMPLOYMENT,  
UNEMPLOYMENT TAX DIVISION  
AND  
NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS**

1. **Parties.** This Memorandum of Understanding [hereinafter referred to as "MOU"] is made and entered into by and between the Wyoming Department of Employment, Unemployment Tax Division [DOE/UTD], 100 West Midwest, Casper, Wyoming 82601 (Mailing Address: P. O. Box 2760, Casper, Wyoming 82602), and New Mexico Department of Workforce Solutions [NMDWS], 401 Broadway Boulevard, NE, Albuquerque, New Mexico 87102 (Mailing Address: P. O. Box 1928, Albuquerque, New Mexico 87103).
2. **Purpose.** The purpose of this MOU is to identify workers and/or students on the reciprocating state wage and education files who are former students of post-secondary educational programs, past participants in state training programs, or workers in the requesting state. Information from wage records and other administrative data will be used to determine where workers are employed and/or attending school. The impetus for the comparison program is to improve the quality of information used to evaluate the success of graduates and training program participants and programs using placement results and labor market analysis, pursuant to, and/or subject to, the Carl Perkins Act, as amended, and the Workforce Investment Act (PL105-220). The results of this program will be used strictly to generate statistics for career information and educational and training program purposes. Personal identifying information generated by the program will not be used to make decisions concerning the rights, benefits or privileges of specific individuals.
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, and shall remain in effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be given to the parties at the address provided under this MOU, by certified mail, postage prepaid and return receipt requested.
4. **Definitions.** For purposes of this MOU:
  - A. "Reciprocating State" shall mean the state from which Requesting State seeks information, unemployment compensation data, state wage information and/or educational files; and
  - B. "Requesting State" shall mean the state whose Department of Labor/Employment would like to collect wage and other administrative data on graduates of its public post-secondary institutions, training program completers, and/or labor market participants.



5. **Payment.** The anticipated costs are minimal. It is anticipated that the costs of billing and collection of costs would exceed the actual costs of providing the requested information. This agreement is a non-financial agreement and the parties shall not be obligated to reimburse the other party for costs.

6. **Responsibilities of the Parties.**

A. **Compliance with the Privacy Act of 1974.** The parties shall conduct the computerized records comparison hereunder pursuant to the provisions of the Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988 (PL100-503) and Section 15 of the Wagner-Peyser Act as amended by the Workforce Investment Act of 1998 (PL105-220).

B. Both parties shall maintain, and shall permit any authorized representative of the other party to inspect and copy portions of its records and other primary source documents and data compilations as is deemed necessary by each state agency to determine whether the other party is properly performing hereunder and complying with all terms, conditions, and provisions of this MOU.

C. **Requesting State's Obligations.**

(i) The Requesting State will provide a diskette to the Reciprocating State containing a fixed-width ASCII text file with the following record information for each person for which data is requested:

- |     |                            |                     |
|-----|----------------------------|---------------------|
| (a) | SSN                        | Alpha 9 characters  |
| (b) | Last Name (if available)   | Alpha 30 characters |
| (c) | First Name (if available)  | Alpha 30 characters |
| (d) | Middle Name (if available) | Alpha 30 characters |

(ii) Identifiable records created during the course of the comparison program will be destroyed by the Reciprocating State as soon as they have served the program purpose and any legal retention requirements. Destruction will be by shredding, burning or electronic erasure.

(iii) Each of the Requesting State's requests for a follow-up comparison under this program will be in writing to the Reciprocating State's contact person. This request will specify the quarters and years for which comparisons are being requested and will include a statement that the computerized records comparison program will be conducted in compliance with this MOU.

(iv) The Requesting State shall maintain all records locally and will make said records available for the Reciprocating State's inspection and copying during normal business hours upon ten days' written notice.

- (v) The Requesting State shall notify the Reciprocating State of reports using Reciprocating State data and shall make a copy of such reports available to the Reciprocating State in a timely manner.
- (vi) Requests will be made on a quarterly basis.

**D. Reciprocating State's Obligations.**

- (i) Unemployment insurance wage records and other administrative data will be compared to the records submitted from the Requesting State.
- (ii) The Reciprocating State will perform the comparison of the Requesting State records to administrative data. For each "hit" (social security numbers common to both records), the Reciprocating State will provide the following data to the Requesting State when available:

(a)	SSN	Alpha 9 characters
(b)	Last Name	Alpha 30 characters
(c)	First Name	Alpha 30 characters
(d)	Middle Name	Alpha 30 characters
(e)	Year	Alpha 4 characters
(f)	Quarter	Alpha 1 character
(g)	U I account #	Alpha 15 characters
(h)	Qtr earnings	Numeric 8 characters (whole dollars)
(i)	Industry (NAICS)	Alpha 6 characters
(j)	Ownership	Alpha 1 character
(k)	State ID (FIPS)	Alpha 2 characters
(l)	County ID (FIPS)	Alpha 3 characters
(m)	Resident of state	Yes or No 3 characters
(n)	Enrolled in state	Yes or No 3 characters
(o)	Type of Enrollment	Alpha 30 characters

If data is not available or requires re-disclosure of confidential data, then the field will be filled with blanks. Multiple wage records will be reported if an individual has multiple employers in the quarter.

- (iii) The Reciprocating State's obligation to provide information is contingent upon the availability of the information within its own computer system.
- (iv) The Reciprocating State shall not be liable for any damages, including consequential damages, arising from inaccuracies in the information provided.



**7. Authorized Representatives.**

**A.** The authorized representative for DOE/UTD is:

Tom Gallagher, Assistant Administrator  
Wyoming Department of Employment  
Unemployment Tax Division  
Research and Planning Section  
P.O. Box 2760  
Casper, Wyoming 82602  
Telephone (307) 473-3801  
Fax (307) 473-3834  
E-Mail: [tgalla@state.wy.us](mailto:tgalla@state.wy.us)

**B.** The authorized representative for NMDWS is:

Arthur Martinez, Chief  
New Mexico Department of Workforce Solutions  
Economic Research & Analysis Bureau  
401 Broadway Boulevard, NE  
P. O. Box 1928  
Albuquerque, New Mexico 87102  
Telephone (505) 841-8638  
Fax (505) 841-9007  
E-Mail: [Arthur.J.Martinez@state.nm.us](mailto:Arthur.J.Martinez@state.nm.us)

The parties' Authorized Representatives do not have the authority to amend this MOU.

**8. General Provisions.**

**A. Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU must be mutually agreed upon by and between the parties to this MOU and shall be incorporated by written instrument, executed and signed by all parties to this MOU.

**B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

**C. Confidentiality.**

- (i) All individually identifiable information will be held in strictest confidence by DOE/UTD and NMDWS.

- (ii) Individual privacy rights will be protected by strict adherence to the provisions of this MOU. DOE/UTD and NMDWS agree that the records used and created during the course of this comparison program will be maintained and safeguarded in such a manner as to restrict access solely to those individuals who have a legitimate need to use them in order to accomplish the program's purpose. Persons with authorized access to information will be made aware of their responsibilities pursuant to this MOU. DOE/UTD and NMDWS will keep all comparison records in secured areas during working and non-working hours. Each state will store tapes and hard-copy records in locked desks or file cabinets and computer records will be stored in secured computer facilities.
- (iii) DOE/UTD and NMDWS agree not to disclose records obtained under this program within or outside their agencies, except as permitted under the terms of this MOU or upon the consent of the other party.
- (iv) The Requesting State agrees that the data will not be used to make decisions about the rights, benefits, or privileges of those individuals identified through the comparison program, but will be used strictly for the purpose of statistical research and analysis, and that any end product will be in the form of aggregate statistical data without any personal identifiers.
- (v) The Requesting State agrees to hold any and all information obtained from the Reciprocating State in a confidential manner and will use said information solely for statistical purposes. To ensure confidentiality, the Requesting State further agrees to:
  - (a) Store and process data in such a manner that unauthorized persons cannot gain access to it by means of a remote computer terminal or other means.
  - (b) Ensure that only authorized persons have access to said information.
  - (c) Instruct all personnel with access to the information of the confidential nature of the information, the confidentiality requirements of this MOU, and the sanctions specified in state unemployment compensation laws against unauthorized disclosure of information, any other relevant state statutes, the Privacy Act of 1974, as amended, and Section 15 of the Wagner-Peyser Act.
  - (d) The Requesting State will not re-disclose any personal, firm, or training institution information received from the Reciprocating State pursuant to this MOU.



- (vi) Unauthorized release or use of any information obtained from the Reciprocating State by the Requesting State shall be cause for immediate termination of this MOU.
- D. Entirety of MOU.** This MOU, consisting of seven (7) pages, represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- E. Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the State of Wyoming's Attorney General or his representative.
- F. Severability.** Should any portion of this MOU be determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect.
- G. Sovereign Immunity.** The Wyoming Department of Employment, Unemployment Tax Division and the New Mexico Department of Workforce Solutions do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- H. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties of this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to see any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

9. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

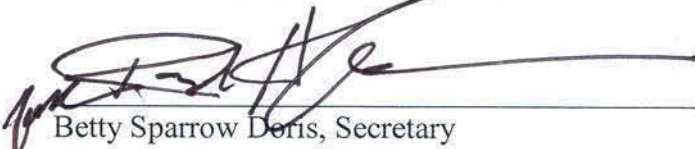
The effective date of this MOU is the date of the signature last affixed to this page.

**WYOMING DEPARTMENT OF EMPLOYMENT, UNEMPLOYMENT TAX DIVISION**

  
Wendy Tyson, Administrator

2/2/08  
Date

**NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS**

  
Betty Sparrow Doris, Secretary

2.22.08  
Date

**WYOMING ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM**

  
Robert L. Lanter, Senior Assistant Attorney General

2-1-08  
Date

**APPROVAL AS TO FORM AND LEGAL SUFFICIENCY:**

  
Jason Lewis, General Counsel for NMDWS

2.18.08  
Date

H:\JGREEN2\DATA\DOC\MOU\STATE DATA SHARE\MOU-NEW MEXICO-013108.DOC



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WYOMING DEPARTMENT OF EMPLOYMENT,  
ECONOMIC & ADMINISTRATIVE SERVICES DIVISION  
AND  
OKLAHOMA EMPLOYMENT SECURITY COMMISSION**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Wyoming Department of Employment, Economic & Administrative Services Division [WDOE], 100 West Midwest, Casper, Wyoming 82601 (Mailing Address: P.O. Box 2760, Casper, Wyoming, 82602), and the Oklahoma Employment Security Commission, [OESC], P.O. Box 52003, Oklahoma City, Oklahoma 73152-2003.

2. **Purpose.** The purpose of this MOU is to identify workers and/or students on the reciprocating state wage and education files who are former students of post-secondary educational programs, past participants in state training programs or workers in the requesting state. Information from wage records and other administrative data will be used to determine where the workers are employed and/or attending school. The impetus for the comparisons program is to improve the quality of information used to evaluate the success of graduates and training program participants and programs using placement results and labor market analysis pursuant to and/or subject to the Carl Perkins Act, as amended, and the Workforce Investment Act (PL105-220). The results of the program will be used strictly to generate statistics for career information and educational and training program purposes. Personal identifying information generated by the program will not be used to make decisions concerning the rights, benefits or privileges of specific individuals.

3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.

4. **Definitions.** For purposes of this MOU:

A. "Reciprocating state" shall mean the state from which Requesting state seeks information, unemployment compensation data processing and state wage information and/or educational files.

B. "Requesting state" shall mean the state whose Department of Labor/Employment would like to collect wage and other administrative data on graduates of its public post-secondary institutions, training program completers and/or labor market participants..

5. **Payment**

A. The anticipated costs to a Reciprocating state are expected to be minimal. It is anticipated that the costs of billing and collection of costs would exceed the actual costs of providing

the requested information. This agreement is a non-financial agreement and the parties shall not be obligated to reimburse the other party for costs.

**6. Responsibilities of the Parties**

**A. Compliance with the Privacy Act of 1974.** The parties shall conduct the computerized records comparison hereunder pursuant to the provision of the Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988 (Public Law 100-503) and Section 15 of the Wagner-Peyser Act as amended by the Workforce Investment Act of 1998 (pl 105-220).

**B.** Both parties shall maintain, and shall permit any authorized representative of the other party to inspect and copy portions of its records and other primary source documents and data compilations as is deemed necessary by each state agency to determine whether the other party is properly performing hereunder and complying with all terms, and conditions, and provisions of this MOU.

**C. Requesting State's Obligations**

1) The Requesting state will provide a diskette to the Reciprocating state containing a text file with the following student record information to be included in the program:

SSN	Alpha	9 characters
Last Name	Alpha	30 characters
First Name	Alpha	30 characters
Middle Name	Alpha	30 characters

2) Identifiable records created during the course of the comparison program will be destroyed by the Reciprocating state as soon as they have served the program purpose and any legal retention requirements. Destruction will be by shredding, burning or electronic erasure.

3) Each of the Requesting state's requests for a follow-up comparison under this program will be in writing to the Reciprocating state's contact person. This request will specify the quarters and years for which comparisons are being requested and will include a statement that the computerized records comparison program will be conducted in compliance with this MOU.

4) The Requesting state shall maintain all records locally and will make said records available for the Reciprocating state's inspection and copying during normal business hours upon ten day's written notice.



5) The Requesting state shall notify the Reciprocating state of reports using Reciprocating state data and shall make a copy of such reports available to the Reciprocating State in a timely manner.

#### **D. Reciprocating State's Obligations**

1) Unemployment insurance wage records and other administrative data will be compared to administrative data. For each "hit" (social security numbers common to both records), the Reciprocating state will provide the following data to the Requesting state when available.

2) The Reciprocating state will perform the comparison of the student records and its own unemployment insurance wage records. For each "hit" (social security numbers common to both records), the Reciprocating state will provide the following data elements to the Requesting state:

SSN	Alpha	9 characters
Last Name	Alpha	30 characters
First Name	Alpha	30 characters
Middle Name	Alpha	30 characters
Year	Alpha	4 character
Quarter	Alpha	1 character
U.I. account #	Alpha	15 characters
Qtr earnings	Numeric	8 characters (whole dollars)
Industry (NAICS)	Alpha	6 characters
Ownership	Alpha	1 character
State ID (FIPS)	Alpha	2 characters
County ID (FIPS)	Alpha	3 characters
Resident of state	yes or no	3 characters
Enrolled in state	yes or no	3 characters
Type of enrollment	Alpha	30 characters

If data is not available or requires re-disclosure of confidential data, then the field will be filled with blanks. Multiple wage records will be reported if an individual has multiple employers in the quarter.

3) The Reciprocating state's obligation to provide information is contingent upon the availability of the information within its own computer system.

4) The Reciprocating state shall not be liable for any and all damages, including consequential damages, arising from inaccuracies in the information provided.

## **7. Authorized Representatives**

A. The authorized representative for Wyoming Department of Employment, Economic & Administrative Services Division is:

Tom Gallagher, Assistant Administrator  
Department of Employment,  
Economic & Administrative Services Division  
Research and Planning Section  
P.O. Box 2760  
Casper, Wyoming 82602  
Tel. (307)473-3801  
FAX (307)473-3834

A. The authorized representative for the Montana Department of Labor & Industry, Research and Analysis Bureau is:

Auther Jorden, Director  
Economic Research and Analysis Division  
Oklahoma Employment Security Commission  
P.O. Box 52003  
Oklahoma City, Oklahoma 73152-2003  
Tel. (405)557-7265  
FAX (405)525-0139

The parties Authorized Representatives do not have the authority to amend this MOU.

## **8. General Provisions**

A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.



**B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Seventh Judicial District, Natrona County, Wyoming.

**C. Confidentiality**

1) All individually identifiable information will be held in strictest confidence by WDOE and OESC

2) The privacy of the individuals will be protected by strict adherence to the provisions of this MOU. WDOE and OESC agree that the records used and created during the course of this comparison program will be maintained and safeguarded in such a manner as to restrict access solely to those individuals who have a legitimate need to use them in order to accomplish the program's purpose. Persons with authorized access to information will be made aware of their responsibilities pursuant to this MOU. WDOE and OESC will keep all comparison records in secured areas during working and non-working hours. Each state will store tapes and hard copy records in locked desks or file cabinets and computer records will be stored in secured computer facilities.

3) WDOE and OESC agree to not disclose records obtained under this program within or outside their agencies, except as permitted under the terms of this MOU or upon the consent of the other party.

4) The Requesting state agrees that the data will not be used to make a decision about the rights, benefits, or privileges of those individuals identified through the comparison program, but will be used strictly for the purpose of statistical research and analysis, and that any end product will be in the form of aggregate statistical data without any personal identifiers.

5) The Requesting state agrees to hold any and all information obtained from the Reciprocating state in a confidential manner and will use said information solely for the collection of placement data on public post-secondary institution graduates and public training program completers. To ensure confidentiality, the Requesting state further agrees to:

a. Store and process data in such a manner that unauthorized persons cannot gain access to it by means of a computer remote terminal or other means.

b. Ensure that only authorized persons have access to said information.

c. Instruct all personnel with access to the information received of the confidential nature of the information, the confidentiality requirements of this MOU, and the sanctions specified in state unemployment compensation laws against unauthorized disclosure of information and any other relevant state statutes, any other relevant state statutes, the Privacy Act of 1974, as amended and Section 15 of the Wagner-Peyser Act..

d. The Requesting State will not re-disclose any information received from the reciprocating state pursuant to this MOU.

e. Unauthorized release or use of this information obtained from the Reciprocating state by the Requesting state shall be cause for immediate termination of this MOU. Requesting state shall indemnify and hold harmless Reciprocating state for any and all damages resulting from such unauthorized release or violation of the confidentiality provisions of this MOU.

**D. Entirety of MOU.** This MOU, consisting of seven (7) pages, represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**E. Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the State of Wyoming's Attorney General or his representative.

**F. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect.

**G. Sovereign Immunity.** The WDOE and the OESC do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

**H. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.


**INTENTIONALLY LEFT BLANK**



9. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**WYOMING DEPARTMENT OF EMPLOYMENT**

By:   
Elizabeth A. Nelson  
Director

10-14-02  
Date

**OKLAHOMA EMPLOYMENT SECURITY COMMISSION**

By:   
Auther Jorden  
Director, Economic Research & Analysis Division

10/25/02  
Date

**ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM**

  
Wm. L. Weaver  
Senior Assistant Attorney General

10/26/02  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN WYOMING DEPARTMENT OF EMPLOYMENT,  
EMPLOYMENT TAX DIVISION AND ALASKA DEPARTMENT OF LABOR &  
WORKFORCE DEVELOPMENT, ADMINISTRATIVE SERVICES DIVISION**

1. **Parties.** This Memorandum of Understanding [hereinafter referred to as "MOU"] is made and entered into by and between the Wyoming Department of Employment, Employment Tax Division [DOE/ETD], 100 West Midwest, Casper, Wyoming 82601 (Mailing Address: P. O. Box 2760, Casper, Wyoming 82602), and Alaska Department of Labor & Workforce Development, Administrative Services Division [DOLWD], 1111 West 8<sup>th</sup> Street, Suite 301, Juneau AK 99801 (Mailing Address: PO Box 25501, Juneau, AK 99801)

2. **Purpose.** The purpose of this MOU is to identify workers and/or students on the reciprocating state wage and education files who are former students of post-secondary educational programs, past participants in state training programs, or workers in the requesting state. Information from wage records and other administrative data will be used to determine where workers are employed and/or attending school. The impetus for the comparison program is to improve the quality of information used to evaluate the success of graduates and training program participants and programs using placement results and labor market analysis, pursuant to, and/or subject to, the Carl Perkins Act, as amended, and the Workforce Investment Act (PL105-220). The results of this program will be used strictly to generate statistics for career information, educational and training program purposes and for the employment statistics purposes described in Section 15 of the Wagner-Peyser Act as amended by the Workforce Investment Act of 1998 (PL105-220). Personal identifying information generated by the program will not be used to make decisions concerning the rights, benefits or privileges of specific individuals.

3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, and shall remain in effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be given to the parties at the address provided under this MOU, by certified mail, postage prepaid and return receipt requested.

4. **Definitions.** For purposes of this MOU:

A. "Reciprocating State" shall mean the state from which Requesting State seeks information, unemployment compensation data, state wage information and/or educational files; and



B. "Requesting State" shall mean the state whose Department of Labor/Employment would like to collect wage and other administrative data on graduates of its public post-secondary institutions, training program completers, and/or labor market participants.

5. **Payment.** The anticipated costs are minimal. It is anticipated that the costs of billing and collection of costs would exceed the actual costs of providing the requested information. This agreement is a non-financial agreement and the parties shall not be obligated to reimburse the other party for costs.

6. **Responsibilities of the Parties**

A. **Compliance with the Privacy Act of 1974.** The parties shall conduct the computerized records comparison hereunder pursuant to the provisions of the Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988 (PL100-503) and Section 15 of the Wagner-Peyser Act as amended by the Workforce Investment Act of 1998 (PL105-220).

B. Both parties shall maintain, and shall permit any authorized representative of the other party to inspect and copy portions of its records and other primary source documents and data compilations as is deemed necessary by each state agency to determine whether the other party is properly performing hereunder and complying with all terms, conditions, and provisions of this MOU.

C. **Requesting State's Obligations**

(i) The Requesting State will provide a diskette to the Reciprocating State containing a fixed-width ASCII text file with the following record information for each person for which data is requested:

(a)	SSN	Alpha 9 characters
(b)	Last Name (if available)	Alpha 30 characters
(c)	First Name (if available)	Alpha 30 characters
(d)	Middle Name (if available)	Alpha 30 characters

(ii) Identifiable records created during the course of the comparison program will be destroyed by the Reciprocating State as soon as they have served the program purpose and any legal retention requirements. Destruction will be by shredding, burning or electronic erasure.

(iii) Each of the Requesting State's requests for a follow-up comparison under this program will be in writing to the Reciprocating State's contact person. This request

will specify the quarters and years for which comparisons are being requested and will include a statement that the computerized records comparison program will be conducted in compliance with this MOU.

(iv) The Requesting State shall maintain all records locally and will make said records available for the Reciprocating State's inspection and copying during normal business hours upon ten days' written notice.

(v) The Requesting State shall notify the Reciprocating State of reports using Reciprocating State data and shall make a copy of such reports available to the Reciprocating State in a timely manner.

(vi) Requests will be made on a quarterly basis.

#### **D. Reciprocating State's Obligations**

(i) Unemployment insurance wage records and other administrative data will be compared to the records submitted from the Requesting State.

(ii) The Reciprocating State will perform the comparison of the Requesting State records to administrative data. For each "hit" (social security numbers common to both records), the Reciprocating State will provide the following data to the Requesting State when available:

(a) SSN	Alpha 9 characters
(b) Last Name	Alpha 30 characters
(c) First Name	Alpha 30 characters
(d) Middle Name	Alpha 30 characters
(e) Year	Alpha 4 characters
(f) Quarter	Alpha 1 character
(g) U I account #	Alpha 15 characters
(h) Qtr earnings	Numeric 8 characters (whole dollars)
(I) Industry (NAICS)	Alpha 6 characters
(j) Ownership	Alpha 1 character
(k) State ID (FIPS)	Alpha 2 characters
(l) County ID (FIPS)	Alpha 3 characters
(m) Resident of state	Yes or No, 3 characters
(n) Enrolled in state	Yes or No, 3 characters
(o) Type of Enrollment	Alpha 30 characters
(p) Place of Residency	Numeric, 2 characters
(q) occupation	Numeric, 8 characters



If data is not available or requires re-disclosure of confidential data, then the field will be filled with blanks. Multiple wage records will be reported if an individual has multiple employers in the quarter.

(iii) The Reciprocating State's obligation to provide information is contingent upon the availability of the information within its own computer system.

(iv) The Reciprocating State shall not be liable for any damages, including consequential damages, arising from inaccuracies in the information provided.

**7. Authorized Representatives**

**A.** The authorized representative for DOE/ETD is:

Tom Gallagher, Assistant Administrator  
Wyoming Department of Employment  
Employment Tax Division  
Research and Planning Section  
P.O. Box 2760  
Casper, Wyoming 82602  
Telephone (307) 473-3801  
Fax (307) 473-3834

**B.** The authorized representative for DOLWD is:

Chris Miller, Chief  
Alaska Department of Labor & Workforce Development  
Administrative Services Division  
Research and Analysis Section  
P.O. Box 25501  
Juneau, AK 99802-5501  
Telephone (907) 465-6035  
Fax (907) 465-4506

The parties' Authorized Representatives do not have the authority to amend this MOU.

**8. General Provisions**

**A. Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU must be mutually

agreed upon by and between the parties to this MOU and shall be incorporated by written instrument, executed and signed by all parties to this MOU.

**B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

**C. Confidentiality.**

(i) All individually identifiable information will be held in strictest confidence by DOE/ETD and DOLWD.

(ii) Individual privacy rights will be protected by strict adherence to the provisions of this MOU. DOE/ETD and DOLWD agree that the records used and created during the course of this comparison program will be maintained and safeguarded in such a manner as to restrict access solely to those individuals who have a legitimate need to use them in order to accomplish the program's purpose. Persons with authorized access to information will be made aware of their responsibilities pursuant to this MOU. DOE/ETD and DOLWD will keep all comparison records in secured areas during working and non-working hours. Each state will store tapes and hard-copy records in locked desks or file cabinets and computer records will be stored in secured computer facilities.

(iii) DOE/ETD and DOLWD agree not to disclose records obtained under this program within or outside their agencies, except as permitted under the terms of this MOU or upon the consent of the other party.

(iv) The Requesting State agrees that the data will not be used to make decisions about the rights, benefits, or privileges of those individuals identified through the comparison program, but will be used strictly for the purpose of statistical research and analysis, and that any end product will be in the form of aggregate statistical data without any personal identifiers.

(v) The Requesting State agrees to hold any and all information obtained from the Reciprocating State in a confidential manner and will use said information solely for statistical purposes. To ensure confidentiality, the Requesting State further agrees to:

(a) Store and process data in such a manner that unauthorized persons cannot gain access to it by means of a remote computer terminal or other means.



(b) Ensure that only authorized persons have access to said information.

(c) Instruct all personnel with access to the information of the confidential nature of the information, the confidentiality requirements of this MOU, and the sanctions specified in state unemployment compensation laws against unauthorized disclosure of information, any other relevant state statutes, the Privacy Act of 1974, as amended, and Section 15 of the Wagner-Peyser Act.

(d) The Requesting State will not re-disclose any personal, firm, or training institution information received from the Reciprocating State pursuant to this MOU.

(vi) Unauthorized release or use of any information obtained from the Reciprocating State by the Requesting State shall be cause for immediate termination of this MOU.

**D. Entirety of MOU.** This MOU, consisting of seven (7) pages, represents the entire and integrated MOU between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**E. Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the State of Wyoming's Attorney General or his representative.

**F. Severability.** Should any portion of this MOU be determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect.

**G. Sovereign Immunity.** The Wyoming Department of Employment, Employment Tax Division and the Alaska Department of Labor & Workforce Development, Administrative Services Division do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

**H. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties of this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend

and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to see any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

9. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**WYOMING DEPARTMENT OF EMPLOYMENT, EMPLOYMENT TAX DIVISION**

By: Wendy Tyson 1-8-04  
Wendy Tyson Date  
Division Administrator

**ALASKA DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT,  
ADMINISTRATIVE SERVICES DIVISION**

By: Guy Bell 1-25-05  
Name: Guy Bell Date  
Title: Assistant Commissioner

**WYOMING ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM**

Robert L. Lanter 1-4-2005  
Robert L. Lanter Date  
Senior Assistant Attorney General



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WYOMING DEPARTMENT OF EMPLOYMENT,  
UNEMPLOYMENT TAX DIVISION AND THE WYOMING DEPARTMENT OF  
EMPLOYMENT, WORKERS' SAFETY AND COMPENSATION DIVISION**

**1. Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Wyoming Department of Employment, Unemployment Tax Division [DOE/UTD], 100 West Midwest, Casper, Wyoming 82601 (Mailing Address: P.O. Box 2760, Casper, Wyoming, 82602), and the Wyoming Department of Employment, Workers' Safety & Compensation Division [DOE/WS&C], whose address is Cheyenne Business Center, 1510 East Pershing Boulevard, 1<sup>st</sup> Floor, Cheyenne, Wyoming 82002.

**2. Purpose.** The purpose of this MOU is to set forth the terms and conditions by which DOE/WS&C shall provide administrative data to DOE/UTD for the following purposes: (i) enhancing the Occupational Safety and Health Statistics [OSHS] program; (ii) conducting research which supports the WS&C statistical reporting requirements, as defined in Wyo. Stat. Ann. § 27-14-804; (iii) addressing statistical issues of wellness, individual responsibility, and reduction of health care costs, as the Wyoming Health Care Commission is directed by Wyo. Stat. Ann. § 9-2-2803 and State of Wyoming Executive Order 98-1.

**3. Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU, and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be given to the parties at the address provided under this MOU, by certified mail, postage prepaid and return receipt requested.

**4. Payment.** No payment shall be made to either party by the other party as a result of this MOU.

**5. Responsibilities of Department of Employment, Unemployment Tax Division.** DOE/UTD shall:

**A.** Within five (5) days of signing this MOU, designate in writing to DOE/WS&C an employee representative to act as the contact person for communications concerning the work to be performed under this MOU.

**B.** Upon request of DOE/WS &C and depending on resource availability, DOE/UTD shall make staff available for discussion of potential research



projects and provide analysis of DOE/WS&C data and DOE/WS&C data that can be linked to other data available to DOE/UTD.

C. Provide copies of non-confidential statistical reports created by DOE/UTD and funded by the U. S. Department of Labor, Bureau of Labor Statistics or other entities to DOE/WS&C.

D. Safeguard and maintain the confidentiality of all information received from DOE/WS&C in accordance with: (i) the disclosure and re-disclosure provisions of the Privacy Protection act of 1974, as amended by the Computer Matching and privacy Protection Act of 1988 (5 USC Sec. 552a); (ii) The social Security Act (42 USC Ch. 7, sec. 902 et seq.); (iii) Wyo. Stat. Ann. § 27-14-805; (iv) and the Confidential Information Protection and Statistical Efficiency Act of 2002 (Title 5 of PL 107-347).

**6. Responsibilities of Department of Employment, Workers' Safety & Compensation Division.** DOE/WS&C shall:

A. Within five (5) days of signing this MOU, designate in writing to DOE/UTD an employee representative to act as the contact person for communications concerning the work to be performed under this MOU.

B. Provide DOE/UID with the data sets for Episode, Payments, and Medical files provided to the WHIN project, a copy of the file structure is attached as Attachments A, B, and C, respectively, and incorporated herein by this reference, the DOE/WS&C and DOE/UTD Unemployment Insurance Account Numbers for the employers associated with the Episode file, and the employee job title, employee status, and employee type variables for claimants from the Report of Injury form calendar years 2002, 2003, 2004, and on a quarterly basis thereafter on a cycle consistent with the transfer of files to the WHIN project whether or not the WHIN project continues.

**7. General Provisions**

A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.

B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.



**C. Compliance with Law.** Both parties to this MOU shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this MOU.

**D. Entirety of Agreement.** This MOU, consisting of four (4) pages Attachment A, consisting of two (2) pages, Attachment B, consisting of one (1) page and Attachment C, consisting of one (1) page represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

**E. Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.

**F. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**G. Sovereign Immunity.** The State of Wyoming, Department of Employment, Unemployment Tax Division and the State of Wyoming, Department of Employment, Workers' Safety & Compensation Division do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

**H. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring

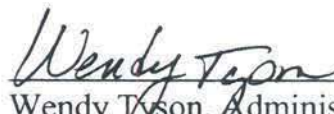
**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

an action for the breach of this MOU.

8. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**WYOMING DEPARTMENT OF EMPLOYMENT, UNEMPLOYMENT TAX DIVISION**

  
Wendy Tyson, Administrator

1-17-06  
Date

**WYOMING DEPARTMENT OF EMPLOYMENT, WORKERS' SAFETY & COMPENSATION DIVISION**

  
Gary W. Child, Administrator

1/11/06  
Date

**WYOMING ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM**

 #3990  
Robert L. Lanter

Senior Assistant Attorney General

Representing the Wyoming Department of Employment, Unemployment Tax Division

  
1-16-2006  
Date

  
Steven R. Czoschke

Supervising Attorneys General

Representing the Wyoming Department of Employment, Workers' Safety & Compensation Division

1-11-06  
Date

H:\JGREEN2\DATA\DOC\MOU\MOU-WS&C-113005.wpd



## WHIN Project Data Sets - Episode

Position	HCMS Field Name	Size	Start	End	Format	WINGS Field Name	File Name	Remarks
1	WYSTATE_ID	40	1	40	AN	ID-NBR	CL-CLAIM-ADA	
2	CLAIM_NUM	9	41	49	N	CLAIM-NBR	CL-CLAIM-ADA	
3	LOSS_DT	8	50	57	CCYYMMDD	DATE-OF-INJURY	CL-CLAIM-ADA	
4	RTW_DT	8	58	65	CCYYMMDD	DATE-RTW	CL-CLAIM-ADA	
5	CLOSE_DT	8	66	73	CCYYMMDD	DATE-CLOSED	CL-CLAIM-ADA	
6	HIRE_STATE	2	74	75	A	STATE-HIRED	CL-CLAIM-ADA	
7	INJURY_DESC1	40	76	115	A	INJURY-DESC-01	CL-CLAIM-ADA	
8	INJURY_DESC2	40	116	155	A	INJURY-DESC-02	CL-CLAIM-ADA	
9	INJURY_DESC3	40	156	195	A	INJURY-DESC-03	CL-CLAIM-ADA	
10	INJURY_DESC4	40	196	235	A	INJURY-DESC-04	CL-CLAIM-ADA	
11	INJURY_DESC5	40	236	275	A	INJURY-DESC-05	CL-CLAIM-ADA	
12	INJURY_DESC6	40	276	315	A	INJURY-DESC-06	CL-CLAIM-ADA	
13	INJURY_DESC7	40	316	355	A	INJURY-DESC-07	CL-CLAIM-ADA	
14	INJURY_DESC8	40	356	395	A	INJURY-DESC-08	CL-CLAIM-ADA	
15	INJURY_DESC9	40	396	435	A	INJURY-DESC-09	CL-CLAIM-ADA	
16	INJURY_DESC10	40	436	475	A	INJURY-DESC-10	CL-CLAIM-ADA	
17	NATURE_CD1	2	476	477	N	NATURE-OF-INJURY-CODE-01	CL-CLAIM-ADA	
18	NATURE_CD2	2	478	479	N	NATURE-OF-INJURY-CODE-02	CL-CLAIM-ADA	
19	NATURE_CD3	2	480	481	N	NATURE-OF-INJURY-CODE-03	CL-CLAIM-ADA	
20	NATURE_CD4	2	482	483	N	NATURE-OF-INJURY-CODE-04	CL-CLAIM-ADA	
21	NATURE_CD5	2	484	485	N	NATURE-OF-INJURY-CODE-05	CL-CLAIM-ADA	
22	NATURE_CD6	2	486	487	N	NATURE-OF-INJURY-CODE-06	CL-CLAIM-ADA	
23	NATURE_CD7	2	488	489	N	NATURE-OF-INJURY-CODE-07	CL-CLAIM-ADA	
24	NATURE_CD8	2	490	491	N	NATURE-OF-INJURY-CODE-08	CL-CLAIM-ADA	
25	NATURE_CD9	2	492	493	N	NATURE-OF-INJURY-CODE-09	CL-CLAIM-ADA	
26	NATURE_CD10	2	494	495	N	NATURE-OF-INJURY-CODE-10	CL-CLAIM-ADA	
27	BODY_PART_CD1	2	496	497	N	POB-CODE-01	CL-CLAIM-ADA	
28	BODY_PART_CD2	2	498	499	N	POB-CODE-02	CL-CLAIM-ADA	
29	BODY_PART_CD3	2	500	501	N	POB-CODE-03	CL-CLAIM-ADA	
30	BODY_PART_CD4	2	502	503	N	POB-CODE-04	CL-CLAIM-ADA	
31	BODY_PART_CD5	2	504	505	N	POB-CODE-05	CL-CLAIM-ADA	
32	BODY_PART_CD6	2	506	507	N	POB-CODE-06	CL-CLAIM-ADA	
33	BODY_PART_CD7	2	508	509	N	POB-CODE-07	CL-CLAIM-ADA	
34	BODY_PART_CD8	2	510	511	N	POB-CODE-08	CL-CLAIM-ADA	
35	BODY_PART_CD9	2	512	513	N	POB-CODE-09	CL-CLAIM-ADA	
36	BODY_PART_CD10	2	514	515	N	POB-CODE-10	CL-CLAIM-ADA	
37	ACCIDENT_STREET	40	516	555	A	ACCIDENT-ADDR	CL-CLAIM-ADA	

38	ACCIDENT_CITY	20	556	575	A	ACCIDENT-CITY	CL-CLAIM-ADA	
39	ACCIDENT_STATE	2	576	577	A	ACCIDENT-STATE	CL-CLAIM-ADA	
40	ACCIDENT_ZIP	9	578	586	AN	ACCIDENT-ZIP	CL-CLAIM-ADA	
41	LEGAL_IND	1	587	587	A	LEGAL-IND	CL-CLAIM-ADA	
42	WORK_DAYS_LOST	5	588	592	N	WORK-DAYS-LOST-WKF	CL-CLAIM-RES, CL-COMP	Calculated in WHNSPR02
43	RESERVE_INDEM	11	593	603	AN	COMP-RESERVE-WKF	CL-CLAIM-RES, CL-COMP, CL-COMP-CATEGORY, CL-ADJUST, CL-ORDER-BENE	Calculated in WHNSPR02
44	RESERVE_MED	11	604	614	AN	MED-RESERVE-WKF	CL-CLAIM-RES, CL-COMP, CL-COMP-CATEGORY, CL-ADJUST, CL-ORDER-BENE	Calculated in WHNSPR02
45	RESERVE_OTHER	11	615	625	AN	OTH-RESERVE-WKF	CL-CLAIM-RES, CL-COMP, CL-COMP-CATEGORY, CL-ADJUST, CL-ORDER-BENE	Calculated in WHNSPR02
46	FIRST_PMT_DT	8	626	633	CCYYMMDD	FIRST-PAYMENT-DATE	CL-COMP	
47	LAST_PMT_DT	8	634	641	CCYYMMDD	LAST-PAYMENT-DATE	CL-COMP	
48	BIRTH_DT	8	642	649	CCYYMMDD	DATE-OF-BIRTH	CL-CLAIMANT	
49	GENDER	1	650	650	A	SEX-CODE	CL-CLAIMANT	
50	EMP_STREET	30	651	680	A	ADDRESS-LINE-1	CL-CLAIMANT	
51	EMP_STREET2	30	681	710	A	ADDRESS-LINE-2	CL-CLAIMANT	
52	EMP_CITY	20	711	730	A	CITY	CL-CLAIMANT	
53	EMP_STATE	2	731	732	A	STATE	CL-CLAIMANT	
54	EMP_ZIP	9	733	741	AN	ZIP-CODE	CL-CLAIMANT	
55	EMPLOYER_TYPE	1	742	742	A	EMPLOYER-TYPE	PL-LEPO	
56	NAICS_CD	6	743	748	N	NAICS-CODE	CL-CLAIM-ADA	
57	NAICS_GROUP	6	749	754	N	NAICS-GROUP	UW-INDUSTRY-GROUP	
58	STATUS	1	755	755	A	STATUS	CL-CLAIM-ADA	



## Attachment B

## WHIN Project Data Sets - Payments

Position	HCMS Field Name	Size	Start	End	Format	WINGS Field Name	File Name	Remarks
1	CLAIM_NUM	9	1	9	N	CLAIM-NBR	XX-WARRANT-LINE	
2	PAYMENT_DT	8	10	17	CCYYMMDD	PAYMENT-DATE	XX-WARRANT-LINE	
3	PAYMENT_TYPE	30	18	47	A	PAYMENT-TYPE	XX-WARRANT-LINE, CL-CLAIM-GEN, CL-CLAIM-ADA	CALLNAT 'WADMCEE' GL-ACCT-CODE, EXPENSE-CATEGORY
4	PAID_AMT	15	48	62	AN	AMOUNT-PAID	CL-PROV-BILL-LINE	
5	INELIGIBLE_AMOUNT	15	63	77	AN	INELIGIBLE-AMOUNT	CL-PROV-BILL-LINE	AMOUNT-BILLED - AMOUNT-PAID
6	INVOICE_NUM	7	78	84	N	INVOICE-NBR	XX-WARRANT-LINE	

## Attachment C

## WHIN Project Data Sets - Medical

Position	HCMS Field Name	Size	Start	End	Format	WINGS Field Name	File Name	Remarks
1	RECORD_TYPE	1	1	1	A	TYPE	User Defined	Indicates 'H' for Header, 'L' for Line.
2	INVOICE_NUM	7	2	8	N	INVOICE-NBR	CL-PROV-BILL-HDR	
3	WYSTATE_ID	15	9	23	AN	ID-NBR	CL-PROVIDER	
4	BUSINESS_NM	80	24	103	A	BUSINESS-NAME	CL-PROVIDER	
5	BUSINESS_STREET	30	104	133	A	MAILING-ADDRESS-LINE (2)	CL-PROVIDER	
6	BUSINESS_STREET2	30	134	163	A	MAILING-ADDRESS-LINE (3)	CL-PROVIDER	
7	BUSINESS_CITY	20	164	183	A	MAILING-CITY	CL-PROVIDER	
8	BUSINESS_STATE	2	184	185	A	MAILING-STATE	CL-PROVIDER	
9	BUSINESS_ZIP	9	186	194	A	MAILING-ZIP-CODE	CL-PROVIDER	
10	CLAIM_NUM	9	195	203	N	CLAIM-NBR	CL-PROV-BILL-HDR	
11	STATUS	1	204	204	A	STATUS	CL-PROV-BILL-HDR	
12	SVC_FROM_DT	8	205	212	CCYYMMDD	SERVICE-DATE-FROM	CL-PROV-BILL-HDR	
13	SVC_TO_DT	8	213	220	CCYYMMDD	SERVICE-DATE-TO	CL-PROV-BILL-HDR	
14	PROV_TYPE	2	221	222	A	PROVIDER-TYPE	CL-PROVIDER	
15	CARE_IND	1	223	223	A	MANAGED-CARE-INDICATOR	CL-PROVIDER, CL-LOG	Calculated in WHNSPR08
16	ICD9_CD1	6	224	229	AN	ICD9-CODE (01)	CL-PROV-BILL-HDR	
17	ICD9_CD2	6	230	235	AN	ICD9-CODE (02)	CL-PROV-BILL-HDR	
18	ICD9_CD3	6	236	241	AN	ICD9-CODE (03)	CL-PROV-BILL-HDR	
19	ICD9_CD4	6	242	247	AN	ICD9-CODE (04)	CL-PROV-BILL-HDR	
20	ICD9_CD5	6	248	253	AN	ICD9-CODE (05)	CL-PROV-BILL-HDR	
21	ICD9_CD6	6	254	259	AN	ICD9-CODE (06)	CL-PROV-BILL-HDR	
22	ICD9_CD7	6	260	265	AN	ICD9-CODE (07)	CL-PROV-BILL-HDR	
23	ICD9_CD8	6	266	271	AN	ICD9-CODE (08)	CL-PROV-BILL-HDR	
24	ICD9_CD9	6	272	277	AN	ICD9-CODE (09)	CL-PROV-BILL-HDR	
25	ICD9_CD10	6	278	283	AN	ICD9-CODE (10)	CL-PROV-BILL-HDR	
26	PAID_AMT	11	284	294	AN	AMOUNT-PAID	CL-PROV-BILL-LINE	AMOUNT-BILLED - AMOUNT-PAID
27	INELIG_AMT	11	295	305	AN	INELIGIBLE-AMOUNT	CL-PROV-BILL-LINE	
28	PROC_CD	11	306	316	A	PROCEDURE-CODE	CL-PROV-BILL-LINE	
29	PROC_QTY	5	317	321	N	PROCEDURE-QTY	CL-PROV-BILL-LINE	



**AMENDMENT ONE TO THE CONTRACT BETWEEN  
WYOMING DEPARTMENT OF WORKFORCE SERVICES  
AND  
WYOMING PROFESSIONAL TEACHING STANDARDS BOARD**

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Workforce Services, Research & Planning Section [DWS/R&P], whose address is: 122 West 25<sup>th</sup> Street, Herschler Building, 2 East, Cheyenne WY 82002, and the Wyoming Professional Teaching Standards Board [PTSB], whose address is: 2300 Capitol Avenue, Hathaway Building, Second Floor, Cheyenne, Wyoming 82002.
  
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the MOU between DWS and the PTSB which was duly executed on April 12, 2011 and which became effective on April 12, 2011. The purpose of this Amendment is to expand the scope of the MOU to include: a) ongoing evaluation of the Hathaway Scholarship Program; b) support the education resource block grant model monitoring; c) support development and maintenance of a statewide longitudinal data system; and d) provide for the provision of additional data to DWS/R&P to facilitate supporting these goals.  
  
Original Contract, dated April 12, 2011 required PTSB to annually provide DOE/R&P with an electronic license file containing information on all licensed/certified substitute teachers and Early Childhood Special Education Teachers on an annual basis until terminated.
  
3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto and shall remain in full force and effect through the term of the MOU, unless terminated at an earlier date pursuant to the provisions of the MOU, or pursuant to federal or state statute, rule or regulation.
  
4. **Amendments.**
  - A. Section 2, Purpose of MOU, of the original MOU is amended to include the following:  
  
The purpose of this MOU is to also fulfill the requirements of the Hathaway Student Scholarship Program Longitudinal Study goals as specified in Chapter 95, Section 9 of the Session Laws of Wyoming 2008, to meet the requirements of Enrolled Act No. 29, Section 326 subsection (d) of the State of Wyoming 2012 Budget Session, and support the development and maintenance of a statewide education longitudinal data system as specified in subsection (c) of that same section.
  
5. **Additional Responsibilities of DWS.** Responsibilities of DWS have not changed.
  
6. **Additional Responsibilities of PTSB.** Responsibilities of PTSB are hereby amended as follows:

- A. Subsections A and B of Section 5, Responsibilities of PTSB, are hereby deleted in their entirety and replaced with subsection C, which reads as follows:

"C. Provide DOE/R&P an electronic license file containing information on all board licensed/certified individuals, at any time, containing the variables and tables identified in Attachment B, excluding those variables and tables marked with an X under the column "Do not request," beginning with the period May 1, 2005 including the previous twelve (12) months for each year through the current year within thirty (30) days of the commencement of this amendment to the MOU and annually thereafter."

- B. Attachment A of the original MOU is hereby deleted in its entirety and replaced with Attachment B, which reads as follows. Attachment B is attached to this Amendment and made part of the original MOU by this reference.

7. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Contract between the Agency and the Contractor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

8. **General Provisions.**

- A. **Entirety of Contract.** The original Contract, consisting of five (5) pages, Attachment A, consisting of one (1) page, Amendment One, consisting of three (3) pages, and Attachment B, consisting of ten (10) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**



9. **Signatures.** IN WITNESS THEREOF, the parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

The effective date of this Amendment is the date of the signature last affixed to this page.

**AGENCY:**

Wyoming Department of Workforce Services

  
Joan K. Evans, Director

8/15/12  
Date

**AGENCY:**

Wyoming Professional Teaching Standards Board

  
~~Teresa Sexton, Director~~

8/13/12  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM:**

  
S. Jane Caton, Senior Assistant Attorney General

Representing: Wyoming Professional Teaching Standards Board

8-9-12  
Date

  
Robert L. Lanter, Senior Assistant Attorney General

Representing: Department of Workforce Services

Research & Planning Section

8-9-12  
Date





## Attachment B

tablename	columnname	length	xtype	datatype	Do not request
Address	Address	200	231	nvarchar	
Address	AddressID	2	52	smallint	
Address	CgDate	8	61	datetime	
Address	City	100	231	nvarchar	
Address	PersonID	4	56	int	
Address	State	2	175	char	
Address	Zip	18	231	nvarchar	
AnswersPLR	Answered_NO	2	167	varchar	x
AnswersPLR	Answered_NO	2	167	SSN	x
AnswersPLR	Answered_YES	3	167	varchar	x
AnswersPLR	Answered_YES	3	167	SSN	x
BackgroundLookup	BackgroundDescription	150	231	nvarchar	x
BackgroundLookup	BackgroundID	4	56	int	x
BackgroundLookup	CgDate	4	58	smalldatetime	x
BackgroundLookup	WarningMessage	150	231	nvarchar	x
CertificateCDSSent	CDSFlag	1	175	char	x
CertificateCDSSent	CDSSentID	4	56	int	x
CertificateCDSSent	CertificateID	4	56	int	x
CertificateCDSSent	CgDate	8	61	datetime	x
CertificateCDSSent	County	2	175	char	x
CertificateCDSSent	District	2	175	char	x
CertificateCDSSent	PersonID	4	56	int	x
CertificateCDSSent	SentDate	8	61	datetime	x
CertificateCredits	CertificateID	4	56	int	x
CertificateCredits	CgDate	8	61	datetime	x
CertificateCredits	CreditID	4	56	int	x
CertificateCredits	Credits	2000	231	nvarchar	x
CertificateCredits	PersonID	4	56	int	x
CertificateCredits	RenewRequirement	4	56	int	x
CertificateEndorsements	AddDate	8	61	datetime	
CertificateEndorsements	CertificateID	4	56	int	
CertificateEndorsements	CgDate	8	61	datetime	
CertificateEndorsements	EndorsementCode	3	175	char	
CertificateEndorsements	EndorsementText	510	231	nvarchar	
CertificateEndorsements	IR	1	175	char	
CertificateEndorsements	PersonID	4	56	int	
CertificateEndorsements	Score	4	56	int	x
CertificateEndorsements	StandardYear	4	56	int	x
CertificateEndorsements	TestDate	8	61	datetime	x
CertificateEndorsements	VerifyDate	8	61	datetime	x
CertificateIndvSent	Address	200	231	nvarchar	x
CertificateIndvSent	CertificateID	4	56	int	x
CertificateIndvSent	CgDate	8	61	datetime	x
CertificateIndvSent	City	100	231	nvarchar	x
CertificateIndvSent	IndvFlag	1	175	char	x



CertificateIndvSent	IndvSentID	4	56 int	x
CertificateIndvSent	Name	244	231 nvarchar	x
CertificateIndvSent	PersonID	4	56 int	x
CertificateIndvSent	SentDate	8	61 datetime	x
CertificateIndvSent	State	2	175 char	x
CertificateIndvSent	Zip	9	175 char	x
CertificateRenewal	CertificateID	4	56 int	x
CertificateRenewal	CgDate	8	61 datetime	x
CertificateRenewal	PersonID	4	56 int	x
CertificateRenewal	Renewal	2000	231 nvarchar	x
CertificateRenewal	RenewalID	4	56 int	x
Certificates	CertificateID	4	56 int	
Certificates	CertificateType	3	175 char	
Certificates	CertStatus	1	175 char	
Certificates	CgDate	8	61 datetime	
Certificates	ExpireDate	8	61 datetime	
Certificates	PersonID	4	56 int	
Certificates	ValidDate	8	61 datetime	
Certificates	ValidNumber	4	56 int	
CertificateTypeLookup	CertificateType	200	231 nvarchar	
CertificateTypeLookup	CertificateTypeCode	3	175 char	
CertStatusLookup	CertStatus	40	231 nvarchar	
CertStatusLookup	CertStatusCode	1	175 char	
Checklist	ApplicationRemarks	4000	231 nvarchar	x
Checklist	CgDate	8	61 datetime	x
Checklist	ChecklistDate	8	61 datetime	x
Checklist	ChecklistID	4	56 int	x
Checklist	FeeAmount	8	60 money	x
Checklist	IRRemarks	2000	231 nvarchar	x
Checklist	OperatorName	3	175 char	x
Checklist	PersonID	4	56 int	x
Checklist	PrintDate	8	61 datetime	x
Checklist	TransactionRemarks	2000	231 nvarchar	x
Checklist	USExamFlag	6	231 nvarchar	x
Checklist	WYExamFlag	6	231 nvarchar	x
CIP_List	CIP_CODE	7	175 char	
CIP_List	CIP_DEFINITION	3000	175 char	
CIP_List	CIP_FAMILY	6	175 char	
CIP_List	CIP_TITLE	360	175 char	
CIP_List	CROSS_REFERENCES	750	175 char	
CIP_List	LASTMOD_BY	32	167 varchar	
CIP_List	LASTMOD_BY	32	167 SSN	
CIP_List	LASTMOD_DATE	3	40 date	
Client	ApplicationDate	8	61 datetime	
Client	ArchiveDate	8	61 datetime	
Client	BackgroundFlag	6	231 nvarchar	x
Client	BackgroundID	4	56 int	x



Client	BirthDate	8	61 datetime	
Client	CgDate	8	61 datetime	
Client	County	2	175 char	
Client	District	2	175 char	
Client	Email	200	231 nvarchar	
Client	FirstName	100	231 nvarchar	
Client	FMR	1	104 bit	x
Client	FormerName	400	231 nvarchar	
Client	Gender	1	175 char	
Client	HoldUSExam	3	175 char	x
Client	HoldWYExam	3	175 char	x
Client	LastName	100	231 nvarchar	
Client	MiddleName	40	231 nvarchar	
Client	PersonID	4	56 int	
Client	PhoneNumber	10	175 char	
Client	PreviousMilitary	1	104 bit	x
Client	PriorCert	6	231 nvarchar	x
Client	Race	1	175 char	
Client	School	3	175 char	x
Client	Status	2	175 char	x
cm_config	database	255	167 varchar	
cm_config	database	255	167 SSN	
cm_Information	ErrorFlag	1	104 bit	
cm_Information	Information	-1	167 varchar	
cm_Information	Information	-1	167 SSN	
cm_Information	SchemaFileName	100	167 varchar	
cm_Information	SchemaFileName	100	167 SSN	
cm_variable	value	255	167 varchar	
cm_variable	value	255	167 SSN	
cm_variable	variable	255	167 varchar	
cm_variable	variable	255	167 SSN	
cm_version	filename	255	167 varchar	
cm_version	filename	255	167 SSN	
College	CgDate	8	61 datetime	x
College	College	4	56 int	x
College	CollegeID	4	56 int	x
College	Degree	4	56 int	x
College	DegreeDate	8	61 datetime	x
College	PersonID	4	56 int	x
CollegeLookup	College	150	231 nvarchar	x
CollegeLookup	CollegeID	4	56 int	x
CountyLookup	County	40	231 nvarchar	
CountyLookup	CountyCode	2	175 char	
DeficientStandards	CertificateID	4	56 int	x
DeficientStandards	CgDate	8	61 datetime	x
DeficientStandards	EndorsementCode	3	175 char	x
DeficientStandards	PersonID	4	56 int	x



DeficientStandards	StandardCode	4	175 char	x
DeficientStandards	VerifyFlag	1	175 char	x
DEGREE_LIST	DEGREE_CODE	10	167 varchar	
DEGREE_LIST	DEGREE_CODE	10	167 SSN	
DEGREE_LIST	DEGREE_DISPLAY	50	167 varchar	
DEGREE_LIST	DEGREE_DISPLAY	50	167 SSN	
DEGREE_LIST	DEGREE_SORT_ID	7	175 char	
DEGREE_LIST	DEGREE_TYPE	2	175 char	
DEGREE_LIST	LASTMOD_BY	32	167 varchar	
DEGREE_LIST	LASTMOD_BY	32	167 SSN	
DEGREE_LIST	LASTMOD_DATE	3	40 date	
DegreeLookup	Degree	150	231 nvarchar	x
DegreeLookup	DegreeID	4	56 int	x
DEGREES	CUMULATIVE_GPA	5	106 decimal	
DEGREES	DATE_EARNED	3	40 date	
DEGREES	DEGREE_CODE	10	167 varchar	
DEGREES	DEGREE_CODE	10	167 SSN	
DEGREES	DEGREES_ID	4	56 int	
DEGREES	INSTITUTION_CODE	8	167 varchar	
DEGREES	INSTITUTION_CODE	8	167 SSN	
DEGREES	LASTMOD_BY	32	167 varchar	
DEGREES	LASTMOD_BY	32	167 SSN	
DEGREES	LASTMOD_DATE	3	40 date	
DEGREES	PERSONID	4	56 int	
DEGREES_NEW	BACH_1_CUMULATIVE_G	5	108 numeric	x
DEGREES_NEW	BACH_1_DATE_EARNED	3	40 date	x
DEGREES_NEW	BACH_1_DEGREE_CODE	10	167 varchar	x
DEGREES_NEW	BACH_1_DEGREE_CODE	10	167 SSN	x
DEGREES_NEW	BACH_1_INSTITUTION_CC	8	167 varchar	x
DEGREES_NEW	BACH_1_INSTITUTION_CC	8	167 SSN	x
DEGREES_NEW	BACH_1_MAJOR_1_GPA	5	108 numeric	x
DEGREES_NEW	BACH_1_MAJOR_2_GPA	5	108 numeric	x
DEGREES_NEW	BACH_1_MAJOR_CODE_1	7	167 varchar	x
DEGREES_NEW	BACH_1_MAJOR_CODE_1	7	167 SSN	x
DEGREES_NEW	BACH_1_MAJOR_CODE_2	7	167 varchar	x
DEGREES_NEW	BACH_1_MAJOR_CODE_2	7	167 SSN	x
DEGREES_NEW	BACH_1_MINOR_CODE_1	7	167 varchar	x
DEGREES_NEW	BACH_1_MINOR_CODE_1	7	167 SSN	x
DEGREES_NEW	BACH_1_MINOR_CODE_2	7	167 varchar	x
DEGREES_NEW	BACH_1_MINOR_CODE_2	7	167 SSN	x
DEGREES_NEW	BACH_1_MINOR_CODE_3	7	167 varchar	x
DEGREES_NEW	BACH_1_MINOR_CODE_3	7	167 SSN	x
DEGREES_NEW	BACH_2_CUMULATIVE_G	5	108 numeric	x
DEGREES_NEW	BACH_2_DATE_EARNED	3	40 date	x
DEGREES_NEW	BACH_2_DEGREE_CODE	10	167 varchar	x
DEGREES_NEW	BACH_2_DEGREE_CODE	10	167 SSN	x
DEGREES_NEW	BACH_2_INSTITUTION_CC	8	167 varchar	x



DEGREES_NEW	BACH_2_INSTITUTION_CD	8	167 SSN	x
DEGREES_NEW	BACH_2_MAJOR_1_GPA	5	108 numeric	x
DEGREES_NEW	BACH_2_MAJOR_2_GPA	5	108 numeric	x
DEGREES_NEW	BACH_2_MAJOR_CODE_1	7	167 varchar	x
DEGREES_NEW	BACH_2_MAJOR_CODE_1	7	167 SSN	x
DEGREES_NEW	BACH_2_MAJOR_CODE_2	7	167 varchar	x
DEGREES_NEW	BACH_2_MAJOR_CODE_2	7	167 SSN	x
DEGREES_NEW	BACH_2_MINOR_CODE_1	7	167 varchar	x
DEGREES_NEW	BACH_2_MINOR_CODE_1	7	167 SSN	x
DEGREES_NEW	BACH_2_MINOR_CODE_2	7	167 varchar	x
DEGREES_NEW	BACH_2_MINOR_CODE_2	7	167 SSN	x
DEGREES_NEW	BACH_2_MINOR_CODE_3	7	167 varchar	x
DEGREES_NEW	BACH_2_MINOR_CODE_3	7	167 SSN	x
DEGREES_NEW	BACH_3_CUMULATIVE_G	5	108 numeric	x
DEGREES_NEW	BACH_3_DATE_EARNED	3	40 date	x
DEGREES_NEW	BACH_3_DEGREE_CODE	10	167 varchar	x
DEGREES_NEW	BACH_3_DEGREE_CODE	10	167 SSN	x
DEGREES_NEW	BACH_3_INSTITUTION_CD	8	167 varchar	x
DEGREES_NEW	BACH_3_INSTITUTION_CD	8	167 SSN	x
DEGREES_NEW	BACH_3_MAJOR_1_GPA	5	108 numeric	x
DEGREES_NEW	BACH_3_MAJOR_2_GPA	5	108 numeric	x
DEGREES_NEW	BACH_3_MAJOR_CODE_1	7	167 varchar	x
DEGREES_NEW	BACH_3_MAJOR_CODE_1	7	167 SSN	x
DEGREES_NEW	BACH_3_MAJOR_CODE_2	7	167 varchar	x
DEGREES_NEW	BACH_3_MAJOR_CODE_2	7	167 SSN	x
DEGREES_NEW	BACH_3_MINOR_CODE_1	7	167 varchar	x
DEGREES_NEW	BACH_3_MINOR_CODE_1	7	167 SSN	x
DEGREES_NEW	BACH_3_MINOR_CODE_2	7	167 varchar	x
DEGREES_NEW	BACH_3_MINOR_CODE_2	7	167 SSN	x
DEGREES_NEW	BACH_3_MINOR_CODE_3	7	167 varchar	x
DEGREES_NEW	BACH_3_MINOR_CODE_3	7	167 SSN	x
DEGREES_NEW	DOCT_1_CUMULATIVE_G	5	108 numeric	x
DEGREES_NEW	DOCT_1_DATE_EARNED	3	40 date	x
DEGREES_NEW	DOCT_1_DEGREE_CODE	10	167 varchar	x
DEGREES_NEW	DOCT_1_DEGREE_CODE	10	167 SSN	x
DEGREES_NEW	DOCT_1_INSTITUTION_CD	8	167 varchar	x
DEGREES_NEW	DOCT_1_INSTITUTION_CD	8	167 SSN	x
DEGREES_NEW	DOCT_1_MAJOR_CODE	7	167 varchar	x
DEGREES_NEW	DOCT_1_MAJOR_CODE	7	167 SSN	x
DEGREES_NEW	FIRST_NAME	50	167 varchar	x
DEGREES_NEW	FIRST_NAME	50	167 SSN	x
DEGREES_NEW	LAST_NAME	50	167 varchar	x
DEGREES_NEW	LAST_NAME	50	167 SSN	x
DEGREES_NEW	LASTMOD_BY	32	167 varchar	x
DEGREES_NEW	LASTMOD_BY	32	167 SSN	x
DEGREES_NEW	LASTMOD_DATE	3	40 date	x
DEGREES_NEW	MAST_1_CUMULATIVE_G	5	108 numeric	x



DEGREES_NEW	MAST_1_DATE_EARNED	3	40 date	x
DEGREES_NEW	MAST_1_DEGREE_CODE	10	167 varchar	x
DEGREES_NEW	MAST_1_DEGREE_CODE	10	167 SSN	x
DEGREES_NEW	MAST_1_INSTITUTION_CODE	8	167 varchar	x
DEGREES_NEW	MAST_1_INSTITUTION_CODE	8	167 SSN	x
DEGREES_NEW	MAST_1_MAJOR_CODE	7	167 varchar	x
DEGREES_NEW	MAST_1_MAJOR_CODE	7	167 SSN	x
DEGREES_NEW	MAST_2_CUMULATIVE_G	5	108 numeric	x
DEGREES_NEW	MAST_2_DATE_EARNED	3	40 date	x
DEGREES_NEW	MAST_2_DEGREE_CODE	10	167 varchar	x
DEGREES_NEW	MAST_2_DEGREE_CODE	10	167 SSN	x
DEGREES_NEW	MAST_2_INSTITUTION_CODE	8	167 varchar	x
DEGREES_NEW	MAST_2_INSTITUTION_CODE	8	167 SSN	x
DEGREES_NEW	MAST_2_MAJOR_CODE	7	167 varchar	x
DEGREES_NEW	MAST_2_MAJOR_CODE	7	167 SSN	x
DEGREES_NEW	SSN	9	167 varchar	x
DEGREES_NEW	SSN	9	167 SSN	x
DEGREES_NEW	SUFFIX	8	167 varchar	x
DEGREES_NEW	SUFFIX	8	167 SSN	x
DistrictAdmin	cgDate	8	61 datetime	x
DistrictAdmin	CountyCode	2	175 char	x
DistrictAdmin	DistAdminID	4	56 int	x
DistrictAdmin	DistrictCode	2	175 char	x
DistrictAdmin	Email	500	231 nvarchar	x
DistrictAdmin	FullName	100	231 nvarchar	x
DistrictAdmin	Phone	50	231 nvarchar	x
DistrictLookup	CountyCode	2	175 char	
DistrictLookup	District	100	231 nvarchar	
DistrictLookup	DistrictCode	2	175 char	
DistrictLookup	DistrictWebCode	16	231 nvarchar	x
Documents	CgDate	8	61 datetime	x
Documents	DocumentID	4	56 int	x
Documents	Documents	2000	231 nvarchar	x
Documents	PersonID	4	56 int	x
Documents	ReceiveDate	8	61 datetime	x
dtproperties	id	4	56 int	
dtproperties	lvalue	16	34 image	
dtproperties	objectid	4	56 int	
dtproperties	property	64	167 varchar	
dtproperties	property	64	167 SSN	
dtproperties	uvalue	510	231 nvarchar	
dtproperties	value	255	167 varchar	
dtproperties	value	255	167 SSN	
dtproperties	version	4	56 int	
Endorsements	Active	1	104 bit	
Endorsements	CgDate	8	61 datetime	
Endorsements	EndorsementCode	3	175 char	



Endorsements	EndorsementDescription	200	231 nvarchar	
EndorsementStandardCo	CgDate	8	61 datetime	x
EndorsementStandardCo	EndorsementCode	3	175 char	x
EndorsementStandardCo	StandardCode	4	175 char	x
EndorsementStandardCo	StandardYear	4	56 int	x
EndorsementStandards	CgDate	8	61 datetime	x
EndorsementStandards	EndorsementCode	3	175 char	x
EndorsementStandards	StandardDescription	200	231 nvarchar	x
EndorsementStandards	StandardYear	4	56 int	x
FileNotes	CgDate	8	61 datetime	x
FileNotes	FileNotesID	4	56 int	x
FileNotes	Note	-1	231 nvarchar	x
FileNotes	NoteDate	8	61 datetime	x
FileNotes	OperatorName	3	175 char	x
FileNotes	PersonID	4	56 int	x
GenderLookup	Gender	40	231 nvarchar	
GenderLookup	GenderCode	1	175 char	
HoldTypeLookup	HoldType	100	231 nvarchar	x
HoldTypeLookup	HoldTypeCode	4	56 int	x
MAJORS	DEGREES_ID	4	56 int	
MAJORS	GPA	5	106 decimal	
MAJORS	LASTMOD_BY	32	167 varchar	
MAJORS	LASTMOD_BY	32	167 SSN	
MAJORS	LASTMOD_DATE	3	40 date	
MAJORS	MAJOR_CODE	7	175 char	
MAJORS	MAJOR_ID	4	56 int	
MINORS	DEGREES_ID	4	56 int	
MINORS	LASTMOD_BY	32	167 varchar	
MINORS	LASTMOD_BY	32	167 SSN	
MINORS	LASTMOD_DATE	3	40 date	
MINORS	MINOR_CODE	7	175 char	
MINORS	MINOR_ID	4	56 int	
OPEID_LIST	INST_LEVEL	5	167 varchar	
OPEID_LIST	INST_LEVEL	5	167 SSN	
OPEID_LIST	LASTMOD_BY	32	167 varchar	
OPEID_LIST	LASTMOD_BY	32	167 SSN	
OPEID_LIST	LASTMOD_DATE	3	40 date	
OPEID_LIST	OPEID_City	75	175 char	
OPEID_LIST	OPEID_Code	8	175 char	
OPEID_LIST	OPEID_CollegeName	150	175 char	
OPEID_LIST	OPEID_State	100	175 char	
OPEID_LIST	OPEID_Zip	10	175 char	
OperatorLookup	OperatorCode	3	175 char	x
OperatorLookup	OperatorName	100	231 nvarchar	x
PaymentTypeLookup	PaymentType	40	231 nvarchar	x
PaymentTypeLookup	PaymentTypeCode	4	56 int	x
Person	CgDate	8	61 datetime	



Person	PersonID	4	56 int	
Person	SSN	9	175 char	
PhoneMessages	CgDate	8	61 datetime	x
PhoneMessages	Message	2000	231 nvarchar	x
PhoneMessages	MessageID	4	56 int	x
PhoneMessages	OperatorName	3	175 char	x
PhoneMessages	PersonID	4	56 int	x
PhoneMessages	PhoneDateTime	8	61 datetime	x
PrintCertificatesCDSSent	CDSSentID	4	56 int	x
PrintCertificatesCDSSent	CertificateID	4	56 int	x
PrintCertificatesCDSSent	PersonID	4	56 int	x
PrintCertificatesCDSSent	PrintDate	8	61 datetime	x
PrintCertificatesIndvSent	CertificateID	4	56 int	x
PrintCertificatesIndvSent	IndvSentID	4	56 int	x
PrintCertificatesIndvSent	PersonID	4	56 int	x
PrintCertificatesIndvSent	PrintDate	8	61 datetime	x
RaceLookup	Race	200	231 nvarchar	
RaceLookup	RaceCode	1	175 char	
Receipt	Amount	8	60 money	x
Receipt	CgDate	8	61 datetime	x
Receipt	OnlinePmtTxnID	100	167 varchar	x
Receipt	OnlinePmtTxnID	100	167 SSN	x
Receipt	PaymentType	4	56 int	x
Receipt	PersonID	4	56 int	x
Receipt	ReceiptDate	8	61 datetime	x
Receipt	ReceiptNo	4	56 int	x
Receipt	ReceiptStatus	4	56 int	x
Receipt	ReceiptType	4	56 int	x
Receipt	RefundAmount	8	60 money	x
Receipt	RefundDate	8	61 datetime	x
Receipt	SentDate	8	61 datetime	x
ReceiptStatusLookup	ReceiptStatus	40	231 nvarchar	x
ReceiptStatusLookup	ReceiptStatusCode	4	56 int	x
ReceiptTypeLookup	Active	1	104 bit	x
ReceiptTypeLookup	CgDate	8	61 datetime	x
ReceiptTypeLookup	ReceiptType	60	231 nvarchar	x
ReceiptTypeLookup	ReceiptTypeCode	4	56 int	x
Remarks	CgDate	8	61 datetime	x
Remarks	PersonID	4	56 int	x
Remarks	Remarks	2000	231 nvarchar	x
Remarks	RemarksDate	8	61 datetime	x
Remarks	RemarksID	4	56 int	x
RenewalCommentsLooku	CurrentComment	2	231 nvarchar	x
RenewalCommentsLooku	RenewalCode	100	231 nvarchar	x
RenewalCommentsLooku	RenewalComments	2000	231 nvarchar	x
RenewalCommentsLooku	RenewalCommentsID	4	56 int	x
RenewRequirementLooku	RenewRequirement	400	231 nvarchar	x



Revocation	CgDate	8	61 datetime	x
Revocation	FirstName	100	231 nvarchar	x
Revocation	LastName	100	231 nvarchar	x
Revocation	MiddleName	40	231 nvarchar	x
Revocation	SSN	9	175 char	x
Revocation	State	2	175 char	x
SchoolLookup	CountyCode	2	175 char	x
SchoolLookup	DistrictCode	2	175 char	x
SchoolLookup	School	100	231 nvarchar	x
SchoolLookup	SchoolCode	3	175 char	x
StateLookup	StateCode	2	175 char	
StateLookup	StateDesc	100	231 nvarchar	
StatusLookup	Show	1	104 bit	x
StatusLookup	SortOrder	2	175 char	x
StatusLookup	Status	60	231 nvarchar	x
StatusLookup	StatusCode	2	175 char	x
SubjectArea	CgDate	8	61 datetime	
SubjectArea	PersonID	4	56 int	
SubjectArea	QualifierID	4	56 int	
SubjectArea	SubjectAreaID	4	56 int	
SubjectAreaLookup	Active	1	104 bit	
SubjectAreaLookup	CgDate	8	61 datetime	
SubjectAreaLookup	SubjectArea	200	231 nvarchar	
SubjectAreaLookup	SubjectAreaID	4	56 int	
SubjectAreaQualifierLook	Qualifier	100	231 nvarchar	
SubjectAreaQualifierLook	QualifierID	4	56 int	
SUFFIX_LIST	LASTMOD_BY	32	167 varchar	x
SUFFIX_LIST	LASTMOD_BY	32	167 SSN	x
SUFFIX_LIST	LASTMOD_DATE	3	40 date	x
SUFFIX_LIST	SUFFIX_CODE	5	175 char	x
SUFFIX_LIST	SUFFIX_DISPLAY	5	175 char	x
SUFFIX_LIST	SUFFIX_ID	2	175 char	x
UniqueName	CgDate	8	61 datetime	x
UniqueName	PersonID	4	56 int	x
UniqueName	UName	150	231 nvarchar	x
UnitsLookup	Units	9	106 decimal	x
UnitsLookup	UnitsCode	4	56 int	x
Users	Name	100	231 nvarchar	x
Users	OperatorInitials	3	175 char	x
Users	Password	6	175 char	x
Users	UserID	4	56 int	x
Users	UserName	6	175 char	x
Workshop	CEU	4	56 int	x
Workshop	CgDate	8	61 datetime	x
Workshop	CompleteDate	8	61 datetime	x



Workshop	County	2	175 char	x
Workshop	Credit	2	231 nvarchar	x
Workshop	Director	60	231 nvarchar	x
Workshop	DirectorID	4	56 int	x
Workshop	DirectorPhone	20	231 nvarchar	x
Workshop	District	2	175 char	x
Workshop	FinishDate	8	61 datetime	x
Workshop	ReceiveDate	8	61 datetime	x
Workshop	RenewRequirement	4	56 int	x
Workshop	SentDate	8	61 datetime	x
Workshop	StartDate	8	61 datetime	x
Workshop	Units	4	56 int	x
Workshop	VariableCredit	6	231 nvarchar	x
Workshop	WorkshopID	4	56 int	x
Workshop	WorkshopLocation	100	231 nvarchar	x
Workshop	WorkshopTitle	200	231 nvarchar	x
Workshop	WorkshopType	1	175 char	x
WorkshopDirector	Address	200	231 nvarchar	x
WorkshopDirector	Address2	200	231 nvarchar	x
WorkshopDirector	CgDate	8	61 datetime	x
WorkshopDirector	City	100	231 nvarchar	x
WorkshopDirector	DirectorID	4	56 int	x
WorkshopDirector	DirectorName	200	231 nvarchar	x
WorkshopDirector	Email	200	231 nvarchar	x
WorkshopDirector	FirstName	100	231 nvarchar	x
WorkshopDirector	LastName	100	231 nvarchar	x
WorkshopDirector	PhoneNumber	10	175 char	x
WorkshopDirector	State	4	231 nvarchar	x
WorkshopDirector	Zip	20	231 nvarchar	x
WorkshopLocationLookup	WorkshopLocation	100	231 nvarchar	x
WorkshopParticipants	CEUEarned	4	56 int	x
WorkshopParticipants	CgDate	8	61 datetime	x
WorkshopParticipants	PersonID	4	56 int	x
WorkshopParticipants	UnitsEarned	4	56 int	x
WorkshopParticipants	UsedForRenewal	1	104 bit	x
WorkshopParticipants	WorkshopID	4	56 int	x
WorkshopTitleLookup	WorkshopTitle	200	231 nvarchar	x
WorkshopTypeLookup	WorkshopDescription	60	231 nvarchar	x
WorkshopTypeLookup	WorkshopType	1	175 char	x
YesNo	Code	6	231 nvarchar	



**MEMORANDUM OF UNDERSTANDING BETWEEN  
WYOMING DEPARTMENT OF EMPLOYMENT  
AND  
WYOMING STATE BOARD OF PHYSICAL THERAPY,  
WYOMING STATE BOARD OF PSYCHOLOGY,  
WYOMING STATE BOARD FOR RESPIRATORY CARE, AND  
WYOMING STATE BOARD OF EMBALMING**

1. **Parties.** This Memorandum of Understanding [MOU] is made and entered into by and between the Wyoming Department of Employment [DOE], whose address is: 122 W. 25th Street, Herschler Building, 2<sup>nd</sup> Floor East, Cheyenne, Wyoming 82002, and the Wyoming State Board of Physical Therapy [WSBPT], Wyoming State Board of Psychology [WSBP], Wyoming State Board for Respiratory Care [WSBRC] and Wyoming State Board of Embalming [WSBE], all of which are located at: 1800 Carey Avenue, 4th Floor, Cheyenne, Wyoming 82002.
2. **Purpose of Agreement.** The purpose of this agreement is to set forth the terms and conditions by which WSBPT, WSBP, WSBRC, and WSBE provides an annual electronic license file containing information on licensed/certified occupations to DOE for research, analysis, and reporting using WSBPT, WSBP, WSBRC, and WSBE administrative data, administrative data from other sources, and survey data to produce statistical reports and analysis in support of State administration of Title V Health Care Workforce of PL 111-148 (Affordable Care Act), and section 309 Employment Statistics of PL 105-220 (Workforce Investment Act).
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.
5. **Responsibilities of WSBPT, WSBP, WSBRC, and WSBE.** WSBPT, WSCP, WSBRC, and WSBE agree to:
  - A. Provide DOE an electronic license file containing information on all licensed/certified: a) Physical Therapists and Physical Therapist Assistants registered with WSBPT; b) Psychologists, Psychological Practitioners, Specialists in school Psychology registered with WSBP; c) Respiratory Care Practitioners registered with the WSBRC; and d) Embalmers registered with the WSBE. The electronic file shall contain the data as specified in Attachments A, B, C, and D, which are attached to and made a part of this MOU by this reference.

- B. Each generate a copy of their license file and send it to DOE on each first day of May or first working day thereafter.

6. **Responsibilities of DOE.** DOE agrees to:

- A. Use the information in each electronic license file for statistical analysis consistent with the purposes of Title V of PL 111-148 (The Patient Protection and Affordable Care Act) to improve access to and the delivery of health care services, section 309 of PL 105-220 (The Workforce Investment Act) to develop statistical data from survey and projections programs and data from administrative reporting systems that, taken together, enumerate, estimate, and project employment opportunities and conditions at State and local levels in a timely manner.
- B. Safeguard and maintain the confidentiality of all information received from the WSBPT, WSBP, WSBRC, and WSBE in accordance with the Privacy Protection Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988 (5 USC Sec. 552a); the Social Security Act (42 USC Ch. 7, Sec. 902 et seq.); the Buckley Amendments (29 USC Sec. 1232g); Section 309 of the Workforce Investment Act (P.L. 105-220); and the Wyoming Employment Security Law, Wyo. Stat. Ann. § 27-3-603. DOE agrees that confidential information will not be disclosed to any other agency or party.
- C. Maintain all employer and individually identifiable data in secured areas on computer files accessible only by authorized individuals.
- D. Engage in ongoing consultation with the representative of the WSBPT, WSBP, WSBRC, and WSBE. Provide an advanced comment period on any reports DOE may produce utilizing WSBPT, WSBP, WSBRC, and WSBE license information.
- E. Provide single copies of all reports generated by DOE, which utilize WSBPT, WSBP, WSBRC, and WSBE data, to WSBPT, WSBP, WSBRC, and WSBE.

7. **Authorized Representatives.**

- A. The authorized representative for the WSPBT, WSBP, WTBRC, and WSBE is:

JoAnn M. Reid, Executive Director  
Wyoming State Board of Physical Therapy  
Wyoming State Board of Psychology  
Wyoming State Board for Respiratory Care  
Wyoming State Board of Embalming  
1800 Carey Avenue, 4th Floor  
Cheyenne, WY 82002  
Telephone: 307/777- 3507  
Email: JReid@ wyo.gov



- B.** The authorized representative for Department of Employment is:

Tom Gallagher, Assistant Administrator  
Department of Employment  
Research & Planning Section  
P.O. Box 2760  
Casper, Wyoming 82602  
Telephone: 307/473-3801  
Email: tgalla@state.wy.us

**8. General Provisions.**

- A. Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- B. Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Entirety of Agreement.** This MOU, consisting of five (5) pages, Attachment A, "Table of Field Name List for WSBPT License Data to be Provided to DOE", consisting of one (1) page, Attachment B, "Table of Field Name List for WSBP License Data to be Provided to DOE", consisting of one (1) page, Attachment C, "Table of Field Name List for WSBRC License Data to be Provided to DOE", consisting of one (1) page, and Attachment D, "Table of Field Name List for WSBE License Data to be Provided to DOE", consisting of one (1) page, represent the entire and integrated MOU between the parties and supersede all prior negotiations, representations and MOUs, whether written or oral.
- D. Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- F. Sovereign Immunity.** The State of Wyoming, the WSBPT, the WSBP, the WSBRC, the WSBE and the DOE do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses

provided by law with respect to any action based on or occurring as a result of this MOU.

- G. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**



9. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.


The effective date of this MOU is the date of the signature last affixed to this page.

**WYOMING STATE BOARD OF PHYSICAL THERAPY,  
WYOMING STATE BOARD OF PSYCHOLOGY,  
WYOMING STATE BOARD FOR RESPIRATORY CARE, AND  
WYOMING STATE BOARD OF EMBALMING**

  
JoAnn M. Reid, Executive Director

5/3/2011  
Date

**WYOMING DEPARTMENT OF EMPLOYMENT**

  
Joan K. Evans, Director

5/9/11  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

 #72386  
James Michael Causey, Senior Assistant Attorney General  
Representing: Department of Employment

04/22/11  
Date

 #72386  
Robert L. Lanter, Senior Assistant Attorney General  
Representing: Wyoming State Board of Physical Therapy,  
Wyoming State Board of Psychology  
Wyoming State Board for Respiratory Care, and  
Wyoming State Board of Embalming

4-22-11  
Date

Attachment A

Table of Field Name List for WSBPT License Data to be Provided to DOE

LASTNAME  
FIRSTNAME  
INITIAL  
SSN  
DOB  
LICTYPE  
ISSDATE  
EXPDATE  
ADDRESS1  
CITY1  
STATE1  
ZIP1  
BUSINESS  
ADDRESS2  
CITY2  
STATE2  
ZIP2  
CATEGORY (Endorsement or Examination)

H:\GREEN2\DATA\DOC\MOU\DWS-STATE HEALTH CARE WORKFORCE PLANNING\MOUS WITH STATE LICENSING  
BOARDS\ATTACHMENT A PHYSICAL THERAPY 04-05-11.DOCX



**Attachment B**

**Table of Field Name List for WSBP License Data to be Provided to DOE**

LASTNAME  
FIRSTNAME  
INITIAL  
CREDENTIAL  
SSN  
DOB  
LICNO  
LICTYPE  
ISSDATE  
EXPDATE  
ADDRESS1  
CITY1  
STATE1  
ZIP1  
BUSINESS  
ADDRESS2  
CITY2  
STATE2  
ZIP2  
APP\_TYPE  
LIC\_CERT

H:\JGREEN2\DATA\DOCMOUDWS-STATE HEALTH CARE WORKFORCE PLANNING\MOUS WITH STATE LICENSING  
BOARDS\ATTACHMENT B PSYCHOLOGY 04-05-11.DOCX

Table of Field Name List for WSBRC License Data to be Provided to DOE

LASTNAME  
FIRSTNAME  
INITIAL  
SSN  
DOB  
LICNO  
ISSDATE  
EXPDATE  
ADDRESS1  
CITY1  
STATE1  
ZIP1  
BUSINESS  
ADDRESS2  
CITY2  
STATE2  
ZIP2



Attachment D

Table of Field Name List for WSBE License Data to be Provided to DOE

LASTNAME  
FIRSTNAME  
INITIAL  
SSN  
DOB  
LICNO  
ISSDATE  
EXPDATE  
ADDRESS1  
CITY1  
STATE1  
ZIP1  
BUSINESS  
ADDRESS2  
CITY2  
STATE2  
ZIP2  
LICTYPE

H:\UGREEN2\DATA\DOC\MOU\DWS-STATE HEALTH CARE WORKFORCE PLANNING\MOUS WITH STATE LICENSING  
BOARDS\ATTACHMENT C RESPIRATORY CARE AND ATTACHMENT D EMBALMERS 04-05-11.DOCX

**MEMORANDUM OF UNDERSTANDING BETWEEN  
WYOMING DEPARTMENT OF EMPLOYMENT  
AND  
WYOMING STATE BOARD OF CHIROPRACTIC EXAMINERS,  
WYOMING STATE BOARD OF EXAMINERS OF SPEECH PATHOLOGY AND  
AUDIOLOGY,  
WYOMING STATE BOARD OF HEARING AID SPECIALISTS,  
WYOMING BORAD OF DENTAL EXAMINERS,  
AND  
WYOMING STATE BOARD OF EXAMINERS IN OPTOMETRY**

1. **Parties.** This Memorandum of Understanding [MOU] is made and entered into by and between the Wyoming Department of Employment [DOE], whose address is: 122 West 25th Street, Herschler Building, 2<sup>nd</sup> Floor East, Cheyenne, Wyoming 82002, and the Wyoming State Board of Chiropractic Examiners [WSBCE], Wyoming State Board of Examiners of Speech Pathology and Audiology [WSBESPA], Wyoming State Board of Hearing Aid Specialists [WSBHAS], Wyoming Board of Dental Examiners [WSBDE] and Wyoming State Board of Examiners in Optometry [WSBEO], all of which are located at: 1800 Carey Avenue, 4th Floor, Cheyenne, Wyoming 82002.
2. **Purpose of Agreement.** The purpose of this MOU is to set forth the terms and conditions by which WSBCE, WSBESPA, WSBHAS, WSBDE and WSBEO provides an annual electronic license file containing information on licensed/certified occupations to DOE for research, analysis, and reporting using WSBCE, WSBESPA, WSBHAS, WSBDE and WSBEO administrative data, administrative data from other sources, and survey data to produce statistical reports and analysis in support of State administration of Title V Health Care Workforce of PL 111-148 (Affordable Care Act), and section 309 Employment Statistics of PL 105-220 (Workforce Investment Act).
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.
5. **Responsibilities of WSBCE, WSBESPA, WSBHAS, WSBDE, and WSBEO.**  
WSBCE, WSBESPA, WSBHAS, WSBDE and WSBEO agree to:
  - A. Provide DOE an electronic license file containing information on all licensed/certified: a) Chiropractors registered with WSBCE; b) Audiologist, Speech-Language Pathologist, Individuals Licensed as Both registered with WSBESPA; c) Hearing Aid Specialist registered with the WSBHAS; d) Dentist,





Dental Hygienist, Dental Assistant registered with WSBDE; and e) Optometrist registered with the WSBE0. The electronic file shall contain the data as specified in Attachments A, B, C, D, and E which are attached to and made a part of this MOU by this reference.

- B. The WSBCE, WSBESPA, WSBHAS, WSBDE and WSBE0 shall generate a copy of the license file to DOE on each first day of May or first working day thereafter.

6. Responsibilities of DOE. DOE agrees to:

- A. Use the information in each electronic license file for statistical analysis consistent with the purposes of Title V of PL 111-148 (The Patient Protection and Affordable Care Act) to improve access to and the delivery of health care services, section 309 of PL 105-220 (The Workforce Investment Act) to develop statistical data from survey and projections programs and data from administrative reporting systems that, taken together, enumerate, estimate, and project employment opportunities and conditions at State and local levels in a timely manner.
- B. Safeguard and maintain the confidentiality of all information received from the WSBCE, WSBESPA, WSBHAS, WSBDE and WSBE0 in accordance with the Privacy Protection Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988 (5 USC Sec. 552a); the Social Security Act (42 USC Ch. 7, Sec. 902 et seq.); the Buckley Amendments (29 USC Sec. 1232g); Section 309 of the Workforce Investment Act (P.L. 105-220); and the Wyoming Employment Security Law, Wyo. Stat. § 27-3-603. DOE agrees that confidential information will not be disclosed to any other agency or party.
- C. Maintain all employer and individually identifiable data in secured areas on computer files accessible only by authorized individuals.
- D. Engage in ongoing consultation with the representative of the WSBCE, WSBESPA, WSBHAS, WSBDE and WSBE0. Provide an advanced comment period on any reports DOE may produce utilizing WSBCE, WSBESPA, WSBHAS, WSBDE and WSBE0 license information.
- E. Provide single copies of all reports generated by DOE which utilize WSBCE, WSBESPA, WSBHAS, WSBDE and WSBE0 data to WSBCE, WSBESPA, WSBHAS, WSBDE and WSBE0.

7. Authorized Representatives.

- A. The authorized representative for the WSBCE, WSBESPA, WSBHAS, WSBDE and WSBE0 is:





Debra L. Bridges, Executive Director  
Wyoming State Board of Chiropractic Examiners  
Wyoming State Board of Examiners Speech Pathology and Audiology  
Wyoming State Board of Hearing Aid Specialists  
Wyoming State Board of Dental Examiners  
Wyoming State Board of Examiners in Optometry  
1800 Carey Avenue, 4th Floor  
Cheyenne, WY 82002  
Telephone: 307/777- 6529  
Email: DBRIDG@ wyo.gov

- B. The authorized representative for Department of Employment is:

Tom Gallagher, Assistant Administrator  
Department of Employment  
Research & Planning Section  
P.O. Box 2760  
Casper, Wyoming 82602  
Telephone: 307/473-3801  
Email: tgalla@state.wy.us

8. **General Provisions.**

- A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- B. **Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Entirety of Agreement.** This MOU, consisting of five (5) pages, and Attachment A, "Table of Field Name List for WSBCE License Data to be Provided to DOE", consisting of one (1) page, Attachment B, "Table of Field Name List for WSBESPA License Data to be Provided to DOE", consisting of one (1) page, Attachment C, "Table of Field Name List for WSBHAS License Data to be Provided to DOE", consisting of one (1) page, Attachment D, "Table of Field Name List for WSBDE License Data to be Provided to DOE", consisting of three (3) pages, and Attachment E, "Table of Field Name List for WSBEO License Data to be Provided to DOE", consisting of one (1) page, represent the entire and integrated MOU between the parties and supersedes all prior negotiations, representations and MOUs, whether written or oral.





- D. Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- F. Sovereign Immunity.** The State of Wyoming, the WSBCE, the WSBESPA, the WSBHAS, the WSBDE, the WSBEO, and the DOE do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- G. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**





9. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

WYOMING STATE BOARD OF CHIROPRACTIC EXAMINERS,  
WYOMING STATE BOARD OF EXAMINERS OF SPEECH PATHOLOGY AND  
AUDIOLOGY,  
WYOMING STATE BOARD OF HEARING AID SPECIALISTS,  
WYOMING STATE BOARD OF DENTAL EXAMINERS, AND  
WYOMING STATE BOARD OF EXAMINERS IN OPTOMETRY

  
Debra L. Bridges, Executive Director


5/3/11  
Date

WYOMING DEPARTMENT OF EMPLOYMENT

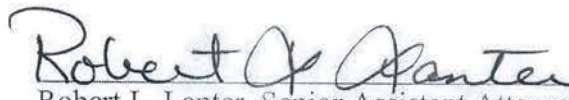
  
Joan K. Evans, Director

5/9/11  
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #72389  
James Michael Causey, Senior Assistant Attorney General  
Representing: Department of Employment

04/28/11  
Date

 #72389  
Robert L. Lanter, Senior Assistant Attorney General  
Representing: Wyoming State Board of Chiropractic Examiners  
Wyoming State Board of Examiners of Speech Pathology and Audiology  
Wyoming State Board of Hearing Aid Specialists  
Wyoming State Board of Dental Examiners  
Wyoming State Board of Examiners in Optometry

4-27-11  
Date





## Attachment A

### Table of Field Name List for WSBCE License Data to be Provided to DOE

1. LASTNAME
2. FIRSTNAME
3. INITIAL
4. SSN
5. DOB
6. STATUS
7. LICNO
8. ISSDATE
9. EXPDATE
10. RENEWPAID
11. CHECKNO
12. LASTYEARCE
13. MAILPREF
14. ADDRESS1
15. CITY1
16. STATE1
17. ZIP1
18. PHONE1
19. BUSINESS
20. ADDRESS2
21. CITY2
22. STATE2
23. ZIP2
24. PHONE2
25. US CITIZEN
26. VISA EXPIRES
27. EMAIL

II:\JGREEN2\DATA\DOC\MOU\DWS-STATE HEALTH CARE WORKFORCE PLANNING\MOUS WITH STATE LICENSING BOARDS\ATTACHMENT A CHIROPRATIC 04-06-11.DOC





## Attachment B

### Table of Field Name List for WSBESPA License Data to be Provided to DOE

1. LASTNAME
2. FIRSTNAME
3. INITIAL
4. SSN
5. DOB
6. US CITIZEN
7. VISA EXPIRES
8. CONSENT
9. ADDRESS1
10. CITY1
11. STATE1
12. ZIP1
13. PHONE1
14. CELL
15. EMAIL
16. MAILPREF
17. BUSINESS
18. ADDRESS2
19. CITY2
20. STATE2
21. ZIP2
22. PHONE2
23. EXT
24. FAX
25. DISCIPLINE
26. APP\_TYPE
27. APP\_METHOD
28. CFY\_YR

H:\GREEN2\DATA\DOCMOUDWS-STATE HEALTH CARE WORKFORCE PLANNING\MOUS WITH STATE LICENSING  
BOARDS\ATTACHMENT B SPEECH PATHOLOGY 04-06-11.DOC





**Table of Field Name List for WSBHAS License Data to be Provided to DOE**

1. LASTNAME
2. FIRSTNAME
3. INITIAL
4. SSN
5. DOB
6. US CITIZEN
7. VISA EXPIRES
8. MAILPREF
9. ADDRESS1
10. CITY1
11. STATE1
12. ZIP1
13. PHONE1
14. CELLPHONE
15. BUSINESS
16. ADDRESS2
17. CITY2
18. STATE2
19. ZIP2
20. PHONE2
21. EXTENSION
22. FAX
23. EMAIL
24. DISCIPLINE





**Table of Field Name List for WSBDE License Data to be Provided to DOE**

**Dentist**

1. LASTNAME
2. FIRSTNAME
3. INITIAL
4. CREDENTIAL
5. SSN
6. DOB
7. US CITIZEN
8. VISA EXPIRES
9. STATUS
10. DISCIPLINE
11. LICNO
12. ISSDATE
13. EXPDATE
14. CATEGORY
15. EXTRAFUNCT
16. EF DUE DATE
17. MAILPREF
18. ADDRESS1
19. CITY1
20. STATE1
21. ZIP1
22. PHONE1
23. BUSINESS
24. ADDRESS2
25. CITY2
26. ZIP2
27. PHONE2
28. RENEWPAID
29. CHECKNO
30. AMOUNT
31. EMAIL
32. COLLEGE
33. NOTES
34. ASSISTANTS
35. CPR
36. PRAC99
37. PRAC00
38. PRAC01
39. PRAC02
40. PRAC03
41. PRAC04
42. PRAC05
43. PRAC06
44. PRAC07
45. PRAC08
46. PRAC09
47. PRAC10





**Table of Field Name List for WSBDE License Data to be Provided to DOE**

**Dental Hygienist**

1. LASTNAME
2. FIRSTNAME
3. INITIAL
4. SSN
5. DOB
6. US CITIZEN
7. VISA EXPIRES
8. STATUS
9. DISCIPLINE
10. LICNO
11. ISSDATE
12. EXPDATE
13. EXTRAFUNCT
14. MAILPREF
15. ADDRESS1
16. CITY1
17. STATE1
18. ZIP1
19. PHONE1
20. BUSINESS
21. ADDRESS2
22. CITY2
23. ZIP2
24. PHONE2
25. COLLEGE
26. RENEWPAID
27. CHECKNO
28. AMOUNT
29. CPR
30. EMAIL
31. NOTES
32. PRAC99
33. PRAC00
34. PRAC01
35. PRAC02
36. PRAC03
37. PRAC04
38. PRAC05
39. PRAC06
40. PRAC07
41. PRAC08
42. PRAC09
43. PRAC10





**Table of Field Name List for WSBDE License Data to be Provided to DOE**

**Dental Assistant**

1. LASTNAME
2. FIRSTNAME
3. US CITIZEN
4. VISA EXPIRES
5. LICNO
6. RADIATION COURSE DATE
7. EXPDATE
8. RENEWPAID
9. CHECKNO
10. AMOUNT
11. MAILPREF
12. ADDRESS1
13. CITY1
14. STATE1
15. ZIP1
16. PHONE1
17. BUSINESS
18. ADDRESS2
19. CITY2
20. STATE2
21. ZIP2
22. PHONE2
23. EMAIL





## Attachment E

### Table of Field Name List for WSBE License Data to be Provided to DOE

1. Discipline
2. LastName
3. FirstName
4. Initial
5. SSN
6. DOB
7. US\_Citizen
8. Visa Expires
9. Consent
10. Status
11. LicNo
12. IssDate
13. ExpDate
14. MailPref
15. Address1
16. City1
17. State1
18. Zip1
19. Phone1
20. Business
21. Address2
22. City2
23. State2
24. Zip2
25. Phone2
26. RenewPaid
27. CheckNo
28. DEA\_No
29. SchoolGrad
30. YearOfGrad
31. DegreeRecd
32. EmailAdd
33. ModeOfPrac

H:\JGREEN2\DATA\DOC\MOU\DWS-STATE HEALTH CARE WORKFORCE PLANNING\MOU WITH STATE LICENSING BOARDS\ATTACHMENT C HEARING AID ATTACH D DENTAL AND ATTACH E OPTOMETRY 04-06-11.DOC





**MEMORANDUM OF UNDERSTANDING BETWEEN  
WYOMING DEPARTMENT OF WORKFORCE SERVICES  
AND  
WYOMING STATE BOARD OF MEDICINE**

1. **Parties.** This Memorandum of Understanding [MOU] is made and entered into by and between the Wyoming Department of Workforce Services [DWS], whose address is: 122 West 25th Street, Herschler Building, 2<sup>nd</sup> Floor East, Cheyenne, Wyoming 82002, and the Wyoming State Board of Medicine [WSBM], whose address is: 320 West 25th Street, Suite 200, Cheyenne, Wyoming 82002.
2. **Purpose of Agreement.** The purpose of this MOU is to set forth the terms and conditions by which WSBM shall provide an annual electronic license file containing information on licensed/certified occupations to DWS for research, analysis, and reporting using WSBM administrative data, administrative data from other sources, and survey data to produce statistical reports and analysis in support of State administration of Title V Health Care Workforce of P.L. 111-148 (Affordable Care Act), and section 309 Employment Statistics of P.L. 105-220 (Workforce Investment Act).
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.
5. **Responsibilities of WSBM.** WSBM agrees to:
  - A. Provide DWS an electronic license file containing information on all licensed/certified Physicians, and Physician Assistants registered with WSBM. The electronic file shall contain the data as specified in Attachment A which is attached to and made a part of this MOU by this reference.
  - B. Each year, submit an electronic license file to DWS on or before July 15<sup>th</sup> or on the first working day thereafter.
6. **Responsibilities of DWS.** DWS agrees to:
  - A. Use the information in each electronic license file for statistical analysis consistent with the purposes of Title V of PL 111-148 (The Patient Protection and Affordable Care Act) to improve access to and the delivery of health care services, section 309 of PL 105-220 (The Workforce Investment Act) to develop statistical data from survey and projections programs and data from administrative reporting systems that, taken together, enumerate, estimate, and project



employment opportunities and conditions at State and local levels in a timely manner.

- B. Safeguard and maintain the confidentiality of all information received from the WSBM in accordance with the Privacy Protection Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988 (5 USC § 552a); the Social Security Act (42 USC Ch. 7, §§ 902, *et seq.*); the Buckley Amendments (29 USC § 1232g); Section 309 of the Workforce Investment Act (P.L. 105-220); the Wyoming Employment Security Law, WYO. STAT. ANN. § 27-3-603; and the Wyoming Medical Practice Act (WYO. STAT. ANN. §§ 33-26-101, *et seq.*) and related RULES AND REGULATIONS. DWS agrees that confidential information will not be disclosed to any other agency or party.
- C. Maintain all employer and individually identifiable data in secured areas on computer files accessible only by authorized individuals.
- D. Engage in ongoing consultation with the representative of the WSBM. Provide an advanced comment period on any reports DWS may produce utilizing WSBM license information.
- E. Provide single copies of all reports generated by DWS, which utilize WSBM data, to WSBM.

7. **Authorized Representatives.**

- A. The authorized representative for the WSBM is:

Kevin D. Bohnenblust, Executive Director  
Wyoming State Board of Medicine  
320 W. 25th Street, Suite 200  
Cheyenne, WY 82002  
Telephone: 307/778-7053  
Email: kevin.bohnenblust@wyo.gov

- B. The authorized representative for Department of Workforce Services is:

Tom Gallagher, Assistant Administrator  
Department of Workforce Services  
Research & Planning Section  
P.O. Box 2760  
Casper, Wyoming 82602  
Telephone: 307/473-3801  
Email: tgalla@state.wy.us

8. **General Provisions.**

- A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- B. **Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Entirety of MOU.** This MOU, consisting of four (4) pages, and Attachment A, "Table of Field Name List for WSBM License Data to be Provided to DWS", consisting of two (2) pages, represent the entire and integrated MOU between the parties and supersede all prior negotiations, representations and MOUs, whether written or oral.
- D. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- E. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- F. **Sovereign Immunity.** The State of Wyoming, the WSBM and the DWS do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- G. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**



9. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**WYOMING STATE BOARD OF MEDICINE**

  
Kevin D. Bohnenblust, Executive Director

8/31/11  
Date

**WYOMING DEPARTMENT OF WORKFORCE SERVICES**

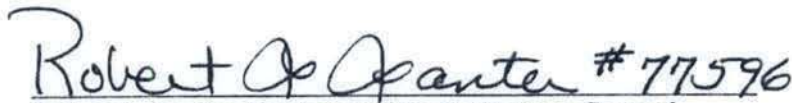
  
Joan K. Evans, Director

9/1/11  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

James Michael Causey, Senior Assistant Attorney General  
Representing: Department of Workforce Services

\_\_\_\_\_  
Date

 #77596  
Robert L. Lanter, Senior Assistant Attorney General  
Representing: Wyoming State Board of Medicine

8-8-11  
Date

**Attachment A:** Table of Field Name List for WSBM License Data to be Provided to DOE

I. The following data elements on physician licensees will be provided to DOE by the Board of Medicine:

<i><b>FIELD NAME</b></i>	<i><b>DATA DESCRIPTION</b></i>
LICENSE_NO	Physician license number
FIRSTNAME	Licensee First Name
LASTNAME	Licensee Last Name
MI	Licensee Middle Name/Initial
TITLE	Licensee Professional Title (MD, DO)
ML_ADDR1	Physician mailing address line 1
ML_ADDR2	Physician mailing address line 2
ML_CITY	Physician mailing address city
ML_COUNTY	Physician mailing address county
ML_STATE	Physician mailing address state
ML_ZIP	Physician mailing zip code
OF_ADDR1	Physician office
OF_ADDR2	Physician office
OF_CITY	Physician office
OF_COUNTY	Physician office
OF_STATE	Physician office
OF_ZIP	Physician office
PHONE	Physician phone number (usually office)
FAX	Physician fax number
EMAIL	Physician e-mail address
BIRTHDATE	Physician's date of birth
SSN	Physician's Social Security number
SPECIALTY	Primary area of practice (ex: Internal medicine)
SUBSPECIALTY	Subspecialty area of practice (ex: Cardiology)
AREA_PRACT	Type of medical practice (incl. telemedicine, lab, military, etc.)
DATE_LIC	Date "permanent" license issued
NATNL_BRD	Check box – National Board Exam taken?
USMLE	Check box – US Medical Licensing Exam taken?
FLEX_EXAM	Check box – Flex exam taken?
FLEX_ST	State which sponsored licensee for Flex exam
STATE_EXAM	Check box – State licensing exam taken?
STATE_ST	State in which state licensing exam taken
BOARD_CERT	Check box - Certified by a specialty board?
CURR_CERT	Check box – Currently certified by a specialty board?
BOARD_NAME	Name of specialty board from which certificate is held
CERT_DATE	Date of specialty board certification
CERT_EXPDT	Expiration date of specialty board certification
MED_SCHOOL	Medical school from which licensee graduated
MEDSCH_CTY	City of medical school from which licensee graduated



<b>FIELD NAME</b>	<b>DATA DESCRIPTION</b>
MEDSCH_ST	State of medical school from which licensee graduated
MEDSCH_TYP	Allopathic (MD) or Osteopathic (DO)
MEDSCH_GRD	Date of graduation from medical school
PG_HOSP	Post-graduate (PG) training hospital
PG_CITY	PG training city
PG_STATE	PG training state
PG_TYPE	PG training type (residency, fellowship, etc.)
PG_MDFIELD	PG training program emphasis (ex: Family Medicine)
PG_DATE	PG training completion date
CURR_STAT	Current license status (ex: Active, temporary, retired, deceased, etc.)
CURR_DATE	Date current license status became effective
PREV_STAT	Previous license status (only most recent)
PREV_DATE	Date previous license status became effective
REACTIVATION_DATE	Date license is reactivated (after lapse)
TEMPLIC_NO	Temporary license number (differs from "permanent" license number)
TEMPLIC_ISSUE	Date temporary license is issued
TEMPLIC_EXPIRE	Date temporary license expires
LIC_EXPIRE	Date "permanent" license expired

II. The following data elements on physician assistant licensees will be provided to DOE by the Board of Medicine:

<b>FIELD NAME</b>	<b>DATA DESCRIPTION</b>
CERT_NO	"Permanent" license number
ORIGDATE	Date of original issuance of "permanent" license
CERT_EXPIRE	Date of lapse of license (if not renewed)
PATEMP_CERT	Temporary license number
PATEMP_ISSUE	Date of original issuance of temporary license
PATEMP_EXPIRE	Date of lapse or termination of temporary license
FIRSTNAME	Licensee First Name
LASTNAME	Licensee Last Name
MI	Licensee Middle Name/Initial
TITLE	Licensee Professional Title (PA, PA-C)
ADDRESS	Mailing Address
CITY	Mailing City
STATE	Mailing State
ZIP	Mailing Zip Code
PAWK_ADDRESS	Work Address
PAWK_CITY	Work City
PAWK_STATE	Work State
PAWK_ZIP	Work Zip Code
PHONE	Telephone number
SCHOOL	P.A. school from which licensee graduated
GRADDATE	Date of graduation from PA School
DOB	Licensee date of birth
PA_SSN	Licensee's Social Security number
CURR_STAT	Current license status

**MEMORANDUM OF UNDERSTANDING BETWEEN  
WYOMING DEPARTMENT OF WORKFORCE SERVICES  
AND  
WYOMING STATE BOARD OF NURSING**

1. **Parties.** This Memorandum of Understanding [MOU] is made and entered into by and between the Wyoming Department of Workforce Services [DWS], whose address is: 122 West 25th Street, Herschler Building, 2 East, Cheyenne, Wyoming 82002, and the Wyoming State Board of Nursing [WSBN], whose address is: 1810 Pioneer Avenue, Cheyenne, Wyoming 82001.
2. **Purpose of Agreement.** The purpose of this MOU is to set forth the terms and conditions by which WSBN shall provide an annual electronic license file containing information on licensed/certified occupations to the DWS/Research and Planning [DWS/R&P] for research, analysis, and reporting using WSBN administrative data, administrative data from other sources, and survey data to produce statistical reports and analysis in support of State administration of Title V Health Care Workforce of PL 111-148 (Affordable Care Act), section 309 Employment Statistics of PL 105-220 (Workforce Investment Act) and Wyoming Stat. Ann. §33-21-122(c) (xv) and (xvi).
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** DWS/R&P agrees to pay WSBN for the services described in Section 5 below. DWS/R&P shall transfer five hundred dollars (\$500.00) to WSBN annually upon the successful receipt of the annual electronic file and the receipt of a signed invoice described in Section 5 below with the Wyoming On-Line Financial System [WOLFS] budget coding information.
5. **Responsibilities of WSBN.** WSBN agrees to:
  - A. Provide DWS/R&P with an electronic license file containing data on all licensed/certified Advanced Practice Nurses (APNs), Registered Professional Nurses (RNs), Licensed Practical Nurses (LPNs), and Certified Nursing Assistants (CNAs). The electronic license file shall contain the data as specified in Attachment A, which is attached to and made a part of this MOU by this reference.
  - B. Each year, submit the electronic license file to DWS on or before May 15<sup>th</sup> or on the first working day thereafter.



6. **Responsibilities of DWS/R&P.** DWS/R&P agrees to:

- A. Use the information in each electronic license file for statistical analysis consistent with the purposes of Title V of PL 111-148 (The Patient Protection and Affordable Care Act) to improve access to and the delivery of health care services, section 309 of PL 105-220 (The Workforce Investment Act) to develop statistical data from survey and projections programs and data from administrative reporting systems that, taken together, enumerate, estimate, and project employment opportunities and conditions at State and local levels in a timely manner, and to carry out the purposes of Wyo. Stat. Ann. §33-21-122(c) (xv) and (xvi) which authorizes the WSBN to conduct conferences, forums, studies and research on nursing practices and education, and maintaining nursing statistics for the purposes of nursing manpower planning and nursing education.
- B. Compensate the WSBN in accordance with Section 4 above.
- C. Safeguard and maintain the confidentiality of all information received from the WSBN in accordance with the Privacy Protection Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988 (5 USC Sec. 552a); the Social Security Act (42 USC Ch. 7, Sec. 902 et seq.); the Buckley Amendments (29 USC Sec. 1232g); Section 309 of the Workforce Investment Act (P.L. 105-220); and the Wyoming Employment Security Law, Wyo. Stat. Ann. § 27-3-603. DWS/R&P agrees that confidential information will not be disclosed to any other agency or party.
- D. Maintain all employer and individually identifiable data in secured areas on computer files accessible only by authorized individuals.
- E. Engage in ongoing consultation with the representative of the WSBN. Provide an advanced comment period on any reports DWS/R&P may produce utilizing WSBN licensure information.
- F. Provide single copies of all reports generated by DWS/R&P which utilize WSBN data to WSBN.

7. **Authorized Representatives.**

- A. The authorized representative for the WSBN is:

Cynthia LaBonde  
Interim Executive Director  
Wyoming State Board of Nursing  
1810 Pioneer Ave  
Cheyenne, Wyoming 82002



Tel: 307-777-8504  
Fax: 307-777-3519

- B.** The authorized representative for DWS/R&P is:

Tom Gallagher, Assistant Administrator  
Department of Workforce Services  
Research & Planning Section  
P.O. Box 2760  
Casper, Wyoming 82602  
Tel: 307-473-3801  
Fax: 307-473-3843

**8. General Provisions.**

- A. Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- B. Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Availability of Funds.** Each payment obligation of either party is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by either party, the MOU may be terminated by either party at the end of the period for which the funds are available. Each party shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit either party to terminate this MOU to acquire similar services from another party.
- D. Entirety of Agreement.** This MOU, consisting of five (5) pages, and Attachment A, "Table of Field Name List for WSNB License Data to be Provided to DWS/R&P" consisting of one (1) page, represent the entire and integrated MOU between the parties and supersedes all prior negotiations, representations and MOUs, whether written or oral.



- E. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- F. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- G. **Sovereign Immunity.** The State of Wyoming, the WSBN and the DWS do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- H. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

8. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**WYOMING STATE BOARD OF NURSING**

  
Cynthia LaBonde, Interim Executive Director

8/29/12  
Date

**WYOMING DEPARTMENT OF WORKFORCE SERVICES**

  
Joan K. Evans, Executive Director

9/4/12  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

  
Robert L. Lanter, Senior Assistant Attorney General

8-14-12  
Date



## Attachment A

Table of Field Name for WSBN License Data to be Provided to DOE/UTD

1	LicenseNumber
2	LicenseTypeID
3	LName
4	FName
5	MName
6	Maiden
7	Add1
8	Add2
9	Licenses_City
10	State
11	Zip
12	SSN
13	LicenseDate
14	ExpireDate
15	Sex
16	Race
17	BirthDate
18	MethodID
19	Method
20	LawfulID
21	Lawful
22	DegreeID
23	Degree
24	GradDate
25	Employerinfo
26	Full Time
27	Part Time
28	Retired
29	Unemployed
30	Volunteer
31	Acute Care
32	Assisted Living
33	Doctors Office
34	Home Health Care
35	Hospital
36	Long Term Care
37	Other
38	Public Clinic
39	Private Clinic
40	School
41	Traveling Clinic
42	Program
43	Zip Codes_City
44	HomePhone

\*Field name list identical to list provided with the 11/06/07 data extract.





**Contract # 00090555**

Email: angie.buchanan@wyo.gov Agency: Workforce Services, Dept. of  
First Name: Angie Sub Agency: None  
Last Name: Buchanan Phone: (307) 777-6152

**Contract**

**Contract Description:** MOU - WSBN

WYOMING ATTORNEY  
GENERAL'S OFFICE

**Contract Type:** IT-Services(requires OCIO review)  
**Date Due:** 2012-08-25  
**Status:** OCIO Approved  
**Assigned Attorney:** Rob Lanter

**AUG 14 2012**

Robert L. Lanter  
APPROVED AS TO FORM

**Milestones**

**Submitted:**  
HSS 2012-07-16 15:29:19

**Last Updated:**  
BPAM 2012-07-26 16:05:16

**Closed:**

**Contract Amount:** 500 **Return Via:** Pick up  
**# Signatures Needed:** 2 **Original Contract #:**  
**Contract With:** Wyoming State Board of Nursing

**Other Contract Info:** Tom Gallagher, tom.gallagher@wyo.gov, 307-473-3801

**Client Comments:**

**IT Contract Information Only**

**RFP #:** **OCIO Contract #:** ETS-2013-00061  
**Bid Process:** **OCIO Contact:** Nick Baer  
**IT Amendment?:** **OCIO Approval Date:** 2012-07-26

**MEMORANDUM OF UNDERSTANDING BETWEEN  
WYOMING DEPARTMENT OF WORKFORCE SERVICES  
AND  
WYOMING STATE BOARD OF OCCUPATIONAL THERAPY,  
AND  
WYOMING STATE BOARD OF NURSING HOME ADMINISTRATORS**

1. **Parties.** This Memorandum of Understanding [MOU] is made and entered into by and between the Wyoming Department of Workforce Services [DWS], whose address is: 122 West 25th Street, Herschler Building, 2-East, Cheyenne, Wyoming 82002, and the Wyoming State Board of Occupational Therapy [WSBOT], and the Wyoming State Board of Nursing Home Administrators [WSBNHA] both of whose address is: 6101 Yellowstone Road, Suite 501, Cheyenne, Wyoming 82002.
2. **Purpose of Agreement.** The purpose of this MOU is to set forth the terms and conditions by which WSBOT and WSBNHA provides an annual electronic license file to DWS for research, analysis, and reporting. The electronic license file shall contain information on all licensed/certified Occupational Therapists and Nursing Home Administrators. DWS shall use the electronic license file information, along with other data to produce statistical reports and analysis in support of State administration of Title V Health Care Workforce of PL 111-148 [Affordable Care Act], and section 309 Employment Statistics of PL 105-220 [Workforce Investment Act].
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.
5. **Responsibilities of WSBOT and WSBNHA.** WSBOT and WSBNHA agree to:
  - A. Each provide DWS with an annual electronic license file containing information on all licensed/certified Occupational Therapists and Nursing Home Administrators. The electronic license file shall contain the data, specified in Attachment A, which is attached to and made a part of this MOU by this reference.
  - B. The WSBOT and WSBNHA shall each generate a copy of their electronic licensure file to DWS on each first working day of each May.



6. **Responsibilities of DWS.** DWS agrees to:

- A. Use the information in each electronic license file for statistical analysis consistent with the purposes of Title V of PL 111-148 (The Patient Protection and Affordable Care Act) to improve access to and the delivery of health care services, section 309 of PL 105-220 (The Workforce Investment Act) to develop statistical data from survey and projections programs and data from administrative reporting systems that, taken together, enumerate, estimate, and project employment opportunities and conditions at State and local levels in a timely manner.
- B. Safeguard and maintain the confidentiality of all information received from the WSBP in accordance with the Privacy Protection Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988 (5 USC Sec. 552a); the Social Security Act (42 USC Ch. 7, Sec. 902 et seq.); the Buckley Amendments (29 USC Sec. 1232g); Section 309 of the Workforce Investment Act (P.L. 105-220); and the Wyoming Employment Security Law, Wyo. Stat. Ann. § 27-3-603. DOE agrees that confidential information will not be disclosed to any other agency or party.
- C. Maintain all employer and individually identifiable data in secured areas on computer files accessible only by authorized individuals.
- D. Engage in ongoing consultation with the representative of the WSBOT and WSBNHA. Provide an advanced comment period on any reports DWS may produce utilizing WSBOT or WSBNHA licensure information.
- E. Provide single copies of all reports generated by DWS which utilize WSBOT or WSBNHA data to WSBOT and WSBNHA respectively.

7. **Authorized Representatives.**

- A. The authorized representative for the WSBOT and WSBNHA is:

Vickie L. Spires, Executive Director  
Wyoming State Board of Occupational Therapy  
Wyoming State Board of Nursing Home Administrators  
6101 Yellowstone Road, Suite 501  
Cheyenne, WY 82002  
Tel: 307-777- 7815  
Fax: 307-777- 3314  
E-Mail -- Vickie.Spires@wyo.gov

- B. The authorized representative for Department of Workforce Services is:

Tom Gallagher, Assistant Administrator  
Department of Workforce Services  
Research & Planning  
P.O. Box 2760  
Casper, Wyoming 82602  
Tel: 307-473-3801  
Fax: 307-473-3843  
E-Mail -- Tom.Gallagher@wyo.gov

8. **General Provisions.**

- A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- B. **Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Availability of Funds.** Each payment obligation of either party is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by either party, the MOU may be terminated by either party at the end of the period for which the funds are available. Each party shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit either party to terminate this MOU to acquire similar services from another party.
- D. **Entirety of Agreement.** This MOU, consisting of five (5) pages, and Attachment A, "Table of Field Name List for WSBP License Data to be Provided to DWS" consisting of one (1) page, represent the entire and integrated MOU between the parties and supersede all prior negotiations, representations and MOUs, whether written or oral.

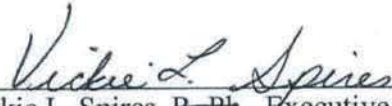


- E. Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- F. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- G. Sovereign Immunity.** The State of Wyoming, the WSBOT, the WSBNHA, and the DWS do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- H. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

9. **Signatures.** The parties to this MOU through their duly authorized representatives have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

**WYOMING STATE BOARD OF OCCUPATIONAL THERAPY, AND  
WYOMING STATE BOARD OF NURSING HOME ADMINISTRATORS**

  
Vickie L. Spires, R.Ph., Executive Director

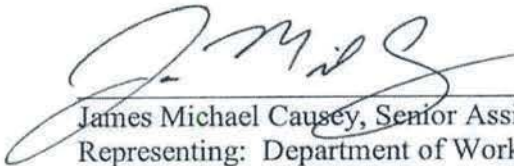
10-24-11  
Date

**WYOMING DEPARTMENT OF WORKFORCE SERVICES**

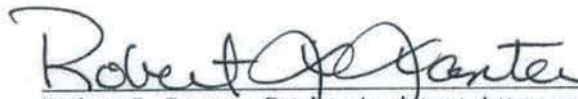
  
Joan K. Evans, Director

10/25/11  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

 # 79336  
James Michael Causey, Senior Assistant Attorney General  
Representing: Department of Workforce Services

10-19-11  
Date

 # 79336  
Robert L. Lanter, Senior Assistant Attorney General  
Representing: Wyoming State Board of Occupational Therapy  
and Wyoming State Board of Nursing Home Administrators

10-19-11  
Date



Attachment A: File structure for the Boards of Occupational Therapy and Wyoming State Board of Nursing Home Administrators

Table	Field
2009 Review Table	ID
2009 Review Table	License Name
2009 Review Table	Review Date
2009 Review Table	Reviewer
2010 Review Table	ID
2010 Review Table	License Name
2010 Review Table	Review Date
2010 Review Table	Reviewer
2011 Review Table	ID
2011 Review Table	License Name
2011 Review Table	Review Date
2011 Review Table	Reviewer
OT	TITLE
OT	FIRST NAME
OT	MID INITIAL
OT	LAST NAME
OT	SS NUMBER
OT	LIC STATUS
OT	LIC TYPE
OT	LIC NUMBER
OT	ISSUE DATE
OT	EXP DATE
OT	Home Address
OT	Home City
OT	Home State
OT	Home Zip
OT	Home Phone
OT	Work Facility
OT	Work Address
OT	Work City
OT	Work State
OT	Work Zip
OT	Work Phone
OT	Mail Facility
OT	Mail Address
OT	Mail City
OT	Mail State
OT	Mail Zip
OT	PHONE
OT	DISCIPLINE
OT	NBCOT_DATE
OT	Receipt Number

OT	Receipt Date
OT	Print Receipt
BNHA	TITLE
BNHA	LASTNAME
BNHA	FIRSTNAME
BNHA	INITIAL
BNHA	STATUS
BNHA	FACILITY
BNHA	FAC_ADD
BNHA	FAC_CITY
BNHA	FAC_STATE
BNHA	FAC_ZIP
BNHA	FAC_PHONE
BNHA	RES_ADDR
BNHA	RES_CITY
BNHA	RES_STATE
BNHA	RES_ZIP
BNHA	RES_PHONE
BNHA	LICNUMBER
BNHA	ISSUE_DATE
BNHA	EXP_DATE
BNHA	MAIL FACILITY
BNHA	MAIL ADDRESS
BNHA	MAIL CITY
BNHA	MAIL STATE
BNHA	MAIL ZIP
BNHA	NAB Raw Score
BNHA	NAB %
BNHA	NAB Scale Score
BNHA	NAB Scale Passing Score
BNHA	RENEWPAID
BNHA	RECEIPTNO
BNHA	FLAG
File Review Table 2010	Applicant
File Review Table 2010	Reviewer
File Review Table 2010	Date Mailed



**MEMORANDUM OF UNDERSTANDING BETWEEN  
WYOMING DEPARTMENT OF EMPLOYMENT  
AND  
WYOMING STATE BOARD OF PHARMACY**

1. **Parties.** This Memorandum of Understanding [MOU] is made and entered into by and between the Wyoming Department of Employment [DOE], whose address is: 122 W. 25th Street, Herschler Building, 2E, Cheyenne, Wyoming 82002, and the Wyoming State Board of Pharmacy [WSBP], whose address is: 1712 Carey Avenue, Suite 200, Cheyenne, Wyoming 82002.
2. **Purpose of Agreement.** The purpose of this agreement is to set forth the terms and conditions by which WSBP provides an annual electronic license file containing information on licensed/certified occupations to DOE for research, analysis, and reporting using WSBP administrative data, administrative data from other sources, and survey data to produce statistical reports and analysis in support of State administration of Title V Health Care Workforce of PL 111-148 (Affordable Care Act), and section 309 Employment Statistics of PL 105-220 (Workforce Investment Act).
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.
5. **Responsibilities of WSBP.** WSBP agrees to:
  - A. Provide DOE an electronic license file containing information on all licensed/certified Registered Pharmacists, Registered Pharmacy Technicians, Pharmacy Technicians-in-Training, and Pharmacy Interns. The electronic file shall contain the data as specified in Attachment A, which is attached to and made a part of this MOU by this reference.
  - B. The WSBP shall generate a copy of the licensure file to DOE on each first day of May or first working day thereafter.

6. **Responsibilities of DOE** DOE agrees to:

- A. Use the information in each electronic license file for statistical analysis consistent with the purposes of Title V of PL 111-148 (The Patient Protection and Affordable Care Act) to improve access to and the delivery of health care services, and section 309 of PL 105-220 (The Workforce Investment Act) to develop statistical data from survey and projections programs and data from administrative reporting systems that, taken together, enumerate, estimate, and project employment opportunities and conditions at State and local levels in a timely manner.
- B. Safeguard and maintain the confidentiality of all information received from the WSBP in accordance with the Privacy Protection Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988 (5 USC Sec. 552a); the Social Security Act (42 USC Ch. 7, Sec. 902 et seq.); the Buckley Amendments (29 USC Sec. 1232g); Section 309 of the Workforce Investment Act (P.L. 105-220); and the Wyoming Employment Security Law, Wyo. Stat. Ann. § 27-3-603. DOE agrees that confidential information will not be disclosed to any other agency or party.
- C. Maintain all employer and individually identifiable data in secured areas on computer files accessible only by authorized individuals.
- D. Engage in ongoing consultation with the representative of the WSBP. Provide an advanced comment period on any reports DOE may produce utilizing WSBP licensure information.
- E. Provide single copies of all reports generated by DOE which utilize WSBP data to WSBP.

7. **Authorized Representatives.**

- A. The authorized representative for the WSPB is:

Mary K. Walker, R.Ph., Executive Director  
Wyoming State Board of Pharmacy  
1712 Carey Avenue, Suite 200  
Cheyenne, WY 82002  
Tel: 307- 634-9636  
Fax: 307- 634-6335  
E-Mail : [Mwalke2@wyo.gov](mailto:Mwalke2@wyo.gov)



- B. The authorized representative for Department of Employment is:

Tom Gallagher, Assistant Administrator  
Department of Workforce Services  
Research & Planning Section  
P.O. Box 2760  
Casper, Wyoming 82602  
Tel: 307-473-3801  
Fax: 307-473-3843  
E-Mail: [TGALLA@state.wy.us](mailto:TGALLA@state.wy.us)

8. **General Provisions.**

- A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- B. **Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Availability of Funds.** Each payment obligation of either party is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by either party, the MOU may be terminated by either party at the end of the period for which the funds are available. Each party shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit either party to terminate this MOU to acquire similar services from another party.
- D. **Entirety of Agreement.** This MOU, consisting of five (5) pages, and Attachment A, "Table of Field Name List for WSBP License Data to be Provided to DOE" consisting of one (1) page, represent the entire and integrated MOU between the parties and supersedes all prior negotiations, representations and MOUs, whether written or oral.

- E. Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- F. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- G. Sovereign Immunity.** The State of Wyoming, the WSBP and the DOE do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- H. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**



9. **Signatures.** The parties to this MOU through their duly authorized representatives have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

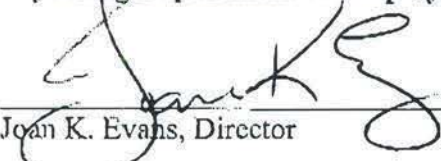
The effective date of this MOU is the date of the signature last affixed to this page.

**Wyoming State Board of Pharmacy**

  
Mary K. Walker, R. Ph., Executive Director

May 9, 2011  
Date

**Wyoming Department of Employment**

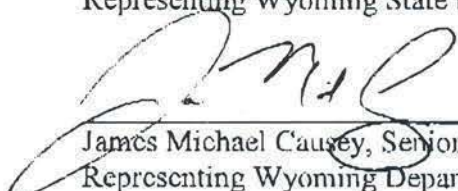
  
Joan K. Evans, Director

5/11/11  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

  
Robert L. Lanter, Senior Assistant Attorney General  
Representing Wyoming State Board of Pharmacy

4-13-11  
Date

 # 72085  
James Michael Causey, Senior Assistant Attorney General  
Representing Wyoming Department of Employment

04/13/11  
Date

H:\GREEN2\DATA\DOCMO\UWS-STATE HEALTH CARE WORKFORCE PLANNING\MOU WITH PHARMACY\BOARD OF PHARMACY ACA 032911.DOC

**Attachment A****Table of Field Name for WSBP License Data to be Provided to DOE**

1	LicenseNumber
2	LicenseTypeID
3	LName
4	FName
5	MName
6	Licenses_City
7	State
8	Zip
9	SSN
10	LicenseDate
11	ExpircDate
12	Sex
13	BirthDate
14	DegreeID
15	Degree
16	GradDate
17	Employerinfo
18	School
19	HomePhone
20	Preceptor
21	Immunizer

H:\GREEN2\DATA\DOC\MOU\DOHS-STATE HEALTH CARE WORKFORCE PLANNING\MOU WITH PHARMACY BOARD  
OF PHARMACY ACA ATTACHMENT A 032911.DOC

Attachment A to MOU between DOE and WSBP

Page 1 of 1



**MEMORANDUM OF UNDERSTANDING BETWEEN  
WYOMING DEPARTMENT OF EMPLOYMENT  
AND  
WYOMING STATE BOARD OF REGISTRATION IN PODIATRY,  
WYOMING STATE BOARD OF RADIOLOGIC TECHNOLOGISTS EXAMINERS,  
AND  
WYOMING STATE MENTAL HEALTH PROFESSIONS LICENSING BOARD**

1. **Parties.** This Memorandum of Understanding [MOU] is made and entered into by and between the Wyoming Department of Employment [DOE], whose address is: 122 W. 25th Street, Herschler Building, 2<sup>nd</sup> Floor East, Cheyenne, Wyoming 82002, and the Wyoming State Board of Registration in Podiatry [WSBRP], Wyoming State Board of Radiologic Technologists Examiners [WSBRTE], and Wyoming State Mental Health Professions Licensing Board [WSMHPLB], all of which are located at: 1800 Carey Avenue, 4th Floor, Cheyenne, Wyoming 82002.
2. **Purpose of Agreement.** The purpose of this MOU is to set forth the terms and conditions by which WSBRP, WSBRTE, and WSMHPLB shall each provide an annual electronic license file containing information on licensed/certified occupations to DOE for research, analysis, and reporting using WSBRP, WSBRTE, and WSMHPLB administrative data, administrative data from other sources, and survey data to produce statistical reports and analysis in support of State administration of Title V Health Care Workforce of PL 111-148 (Affordable Care Act), and section 309 Employment Statistics of PL 105-220 (Workforce Investment Act).
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.
5. **Responsibilities of WSBRP, WSBRTE, and WSMHPLB.** WSBRP, WSBRTE, and WSMHPLB agree to:
  - A. Provide DOE an electronic license file containing information on all licensed/certified: a) Podiatrist registered with WSBRP; b) Radiologic Technologists, Radiologic Technicians registered with WSBRTE; and c) Provisional Addictions Therapist, Licensed Addictions Therapist, Certified Addictions Therapist, Certified Addictions Practitioner Assistant, Provisional Clinical Social Worker, Licensed Clinical Social Worker, Certified Social Worker, Provisional Marriage and Family Therapist, Licensed Marriage and Family Therapist, Provisional Professional Counselor, Licensed Professional

Counselor, and Certified Mental Health Worker registered with the WSMHPLB. The electronic file shall contain the data as specified in Attachments A, B, and C which are attached to and made a part of this MOU by this reference.

- B. The WSBRP, WSB RTE, and WSMHPLB shall generate a copy of the license file to DOE on each first day of May or first working day thereafter.

6. **Responsibilities of DOE.** DOE agrees to:

- A. Use the information in each electronic license file for statistical analysis consistent with the purposes of Title V of PL 111-148 (The Patient Protection and Affordable Care Act) to improve access to and the delivery of health care services, section 309 of PL 105-220 (The Workforce Investment Act) to develop statistical data from survey and projections programs and data from administrative reporting systems that, taken together, enumerate, estimate, and project employment opportunities and conditions at State and local levels in a timely manner.
- B. Safeguard and maintain the confidentiality of all information received from the WSBRP, WSB RTE, and WSMHPLB in accordance with the Privacy Protection Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988 (5 USC Sec. 552a); the Social Security Act (42 USC Ch. 7, Sec. 902 et seq.); the Buckley Amendments (29 USC Sec. 1232g); Section 309 of the Workforce Investment Act (P.L. 105-220); and the Wyoming Employment Security Law, Wyo. Stat. § 27-3-603. DOE agrees that confidential information will not be disclosed to any other agency or party.
- C. Maintain all employer and individually identifiable data in secured areas on computer files accessible only by authorized individuals.
- D. Engage in ongoing consultation with the representative of the WSBRP, WSB RTE, and WSMHPLB. Provide an advanced comment period on any reports DOE may produce utilizing WSBRP, WSB RTE, and WSMHPLB license information.
- E. Provide single copies of all reports generated by DOE which utilize WSBRP, WSB RTE, and WSMHPLB data to WSBRP, WSB RTE, and WSMHPLB.

7. **Authorized Representatives.**

- A. The authorized representative for the WSBRP, WSB RTE, and WSMHPLB is:

Veronica Skoranski, Executive Director  
Wyoming State Board of Registration in Podiatry  
Wyoming State Board of Radiologic Technologists Examiners  
Wyoming State Mental Health Professions Licensing Board



1800 Carey Avenue, 4 Th Floor  
Cheyenne, WY 82002  
Telephone: 307/777- 7788  
Email: VSKORA@ wyo.gov

- B. The authorized representative for Department of Employment is:

Tom Gallagher, Assistant Administrator  
Department of Employment  
Research & Planning Section  
P.O. Box 2760  
Casper, Wyoming 82602  
Telephone: 307/473-3801  
Email: tgalla@state.wy.us

8. **General Provisions.**

- A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- B. **Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Entirety of Agreement.** This MOU, consisting of five (5) pages, and Attachment A, "Table of Field Name List for WSB RP License Data to be Provided to DOE", consisting of one (1) page, Attachment B, "Table of Field Name List for WSB RTE License Data to be Provided to DOE", consisting of one (1) page, and Attachment C, "Table of Field Name List for WSMHPLB License Data to be Provided to DOE", consisting of one (1) page, represent the entire and integrated MOU between the parties and supersede all prior negotiations, representations and MOUs, whether written or oral.
- D. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- E. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

- F. Sovereign Immunity.** The State of Wyoming, the WSBRP, the WSB RTE, the WSMHPLB, and the DOE do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- G. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**



9. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.


The effective date of this MOU is the date of the signature last affixed to this page.

**WYOMING STATE BOARD OF REGISTRATION IN PODIATRY  
WYOMING STATE BOARD OF RADIOLOGIC TECHNOLOGISTS EXAMINERS  
WYOMING STATE MENTAL HEALTH PROFESSIONS LICENSING BOARD**

  
Veronica Skoranski, Executive Director

5/3/11  
Date

**WYOMING DEPARTMENT OF EMPLOYMENT**

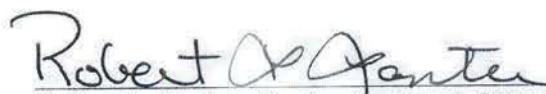
  
Joan K. Evans, Director

5/9/11  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

 #72390  
James Michael Causey, Senior Assistant Attorney General  
Representing: Department of Employment

04/28/11  
Date

 #72390  
Robert L. Lanter, Senior Assistant Attorney General  
Representing: Wyoming State Board of Registration in Podiatry  
Wyoming State Board of Radiologic Technologists Examiners  
Wyoming State Mental Health Professions Licensing Board

4-27-11  
Date

## Attachment A

### Table of Field Name List for WSBRP License Data to be Provided to DOE

DISCIPLINE  
LASTNAME  
FIRSTNAME  
INITIAL  
SSN  
DOB  
US CITIZEN  
VISA EXPIRES  
STATUS  
LICNO  
ISSDATE  
EXPDATE  
X-RAY EQUIPMENT  
MAILPREF  
ADDRESS1  
CITY1  
STATE1  
ZIP1  
PHONE1  
BUSINESS  
ADDRESS2  
CITY2  
STATE2  
ZIP2  
PHONE2  
RENEWPAID  
CHECKNO  
E-MAIL  
ASSISTANT  
METHOD

H:\GREEN2\DATA\DOC\MOU\DWS-STATE HEALTH CARE WORKFORCE PLANNING\MOUS WITH STATE LICENSING  
BOARDS\ATTACHMENT A PODIATRY 04-0611A.DOC



## Attachment B

Table of Field Name List for WSB RTE License Data to be Provided to DOE

Personal Info	License Info	Examination Info
DISCIPLINE	SSN	RS Exam Scores
LASTNAME	STATUS	SSN
FIRSTNAME	LIC TYPE	RS EXAM DATE
INITIAL	LICNO	RS CORE
SSN	COUNTY	RS CHEST
DOB	ARRTNO	RS EXTREMITIES
US CITIZEN	NMTCBNO	RS SKULL
VISA EXPIRES	CBRPA	RS SPINE
RS EXAM DATE	ISSDATE	RS PODIATRIC
MAILPREF	EXPDATE	RS BDEO
ADDRESS1	FEES PAID	
CITY1	CHECKNO	
STATE1		
ZIP1		
PHONE1		
BUSINESS		
ADDRESS2		
CITY2		
STATE2		
ZIP2		
PHONE2		
EMAILADD		

# Attachment C

Table of Field Name List for WSMHPLB License Data to be Provided to DOE

Personal Info	License Info	Education Info	Examination Info	Experience Info	Reciprocity Info
lastName firstName initial ssn dob us_Citizen visa_Expires mailPref address1 city1 state1 zip1 phone1 business address2 city2 state2 zip2 phone2 e-Mail discipline supervisor supervisor_Approved	SSN STATUS LICNO LICENSE_METHOD ISSDATE NEWEXPIRE RENEWPAID CHECKNO	SSN Date Transcript Received College/University Title of Degree Date of Degree Major Emphasis Accreditation Add'l Education	SSN Date Score Verification Received Name of Exam Level of Exam Date of Exam Candidate Score Passing Score	SSN Date Document Received Supervisor Supervisor's license type Supervisor's license state Type of placement Beginning Date Ending Date Experience Hours Direct Client Contact Hours Clinical Supervision Hours	SSN Date License Verification Received State of License Name of License Issue Date Expiration Date



**From:** John Green  
**To:** AG-HeatContracts  
**Date:** 4/18/2011 12:58 PM  
**Subject:** Re: OCIO Contract# 00072386

Good Afternoon Tasha:

Comments: Boards are Physical Therapy, Psychology, Respiratory Care, and Embalming. Ms. JoAnn Reid, Executive Director for Four (4) Boards has approved MOU. When AG approves as to form, please route to Ms. Reid for signature and then to Ms. Joan Evans. Please scan completed MOU and Send to Tom Gallagher. Any questions, please call 235-3291. Thanks.

JLG

E-mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.

>>> AG-HeatContracts 4/15/2011 4:17 PM >>>  
Successful Contract Submission

Submitted Date: 15/04/2011  
Contract With: State Boards  
Amount: 0.000000  
Email: 00072386  
Number of Signatures: 2  
Return Via: Inter-Agency Mail  
Contract Type: IT-Services(requires OCIO review)  
Original Contract#:  
Other Contact Information:  
Comments: OCIO Approval 4/14/11.

\*\*\* IT Section \*\*\*

RFP#:

Bid Process: Bid Waiver

IT Amendment: No



**Contract # 00072386**

**Email:** jgreen2@state.wy.us **Agency:** Employment, Dept. of  
**First Name:** John **Sub Agency:** ETD  
**Last Name:** Green **Phone:** (307) 235-3291

WYOMING ATTORNEY  
GENERAL'S OFFICE

**Contract**

**Contract Description:**

**APR 22 2011**

**Contract Type:** IT-Services(requires OCIO review)  
**Date Due:** 2011-05-15  
**Status:** Acknowledged by Attorney  
**Assigned Attorney:** Rob Lanter → CAUSEY

Robert L. Lanter  
APPROVED AS TO FORM

**Milestones**

**Submitted:**  
BPAM 2011-04-15 16:18:12

WYOMING ATTORNEY  
GENERAL'S OFFICE

**APR 22 2011**

**Last Updated:**  
tjones 2011-04-15 16:36:22

James Michael Causey  
APPROVED AS TO FORM

**Closed:**  
0-00-00 00:00

**Contract Amount:** 0.000000  
**# Signatures Needed:** 2  
**Contract With:** State Boards

**Return Via:** Inter-Agency Mail  
**Original Contract #:**

**Other Contract Info:**

**Client Comments:** OCIO Approval 4/14/11.

**IT Contract Information Only**

**RFP #:** **OCIO Contract #:** OCIO-2011-01420  
**Bid Process:** Bid Waiver **OCIO Contact:** cio@wyo.gov  
**IT Amendment?:** No **OCIO Approval Date:** 2011-04-15



**MEMORANDUM OF UNDERSTANDING BETWEEN  
WYOMING DEPARTMENT OF WORKFORCE SERVICES  
AND  
WYOMING COMMUNITY COLLEGE COMMISSION**

1. **Parties.** This Memorandum of Understanding (MOU) is made and entered into by and between the Wyoming Community College Commission (WCCC), whose address is: 2020 Carey Avenue, 8<sup>th</sup> Floor, Cheyenne, WY 82002 and the Wyoming Department of Workforce Services (DWS), whose address is 122 West 25<sup>th</sup> Street, Herschler Building, 2-East, Cheyenne, WY 82002.
2. **Purpose.** This MOU facilitates WCCC compliance with federal workforce performance reporting for the Adult Basic Education (ABE) program under the Workforce Investment Act (WIA) Title II - Adult Basic and Family Literacy Act (PL 15-220). This MOU also enables the conduct of studies on behalf of the ABE program including research in support of planning service delivery under section 112 of WIA, and evaluation under sections 136(e) and 309. The MOU also supports studies in support of a State Longitudinal Data System (SLDS) as envisioned by the American Recovery and Reinvestment Act of 2009 (PL 111-5).
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** WCCC agrees to pay DWS a one time programming fee of five hundred dollars (\$500.00) and an annual service fee of one hundred fifty dollars (\$150.00) for quarterly reports. WCCC agrees to transfer five hundred dollars (\$500.00) to DWS upon delivery of the first quarterly report. WCCC also agrees to transfer one hundred fifty dollars (\$150.00) at the end of each calendar year for the quarterly reports.
5. **Responsibilities of Wyoming Community College Commission.** WCCC agrees to:
  - A. Designate DWS as an authorized representative under the meaning of the term defined by Family Educational Rights and Privacy Act regulations effective January 3, 2012 by signing this MOU.
  - B. Upload quarterly files to the DWS through their secure FTP server. Upload will occur not less than fifteen (15) days after the end of each calendar quarter. Each file shall contain the information identified in Attachment A, which is attached and made part of this MOU by this reference. Each file shall be in Excel ® file format with a header row that identifies each column.



- C. Require ABE/GED programs to have ABE/GED job seekers actively enrolled in the Wyoming Workforce Services, WyomingatWork (W@W) Virtual Operating System (VOS).
- D. Provide a complete annual program file to DWS by secure means as described in Subsection B above. History files, beginning with the Program Year ending June 30, 2008 through Program Year ending June 30, 2010, shall be uploaded within thirty days of the date of the last signature on this MOU, and subsequently each year not less than ninety (90) days after the end of the Program Year. Such file will contain the data elements stored electronically from the Student Intake Form and data elements from the National Reporting System for study purposes as identified in Attachment B, which is attached to and made part of this MOU by this reference. The file shall be in Excel ® format with a header row that identifies each column.
- E. Provide a contact for purposes or carrying out the purposes of this MOU.

The WCCC/ABE contact is:

Marcia Hess  
Wyoming Community College Commission  
2020 Carey Ave. 8<sup>th</sup> Floor  
Cheyenne, WY 82002  
(307) 777-7885  
(307) 777-6567  
Marcia.hess@wyo.gov

6. **Responsibilities of Wyoming Department of Workforce Services.** DWS agrees to:

- A. Match the quarterly files described in Attachment A to UI wage records and return a report to WCCC containing counts for Follow Up Measures 1 and 2 as described in the table shell found in Attachment C, which is attached to and made part of this MOU by this reference. Matches between quarterly files and wage records will include wage records from other states participating in data sharing agreements when available.
- B. Produce statistical studies utilizing ABE records for purposes of improving instruction solely for ABE and, the analysis of other state-supported educational programs, WIA program planning and evaluation and SLDS development. ABE records will be retained indefinitely in support of an SLDS. DWS will provide advance copies of any reports using ABE data to the WCCC.



this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.

- E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- F. Sovereign Immunity.** The State of Wyoming, WCCC and DWS do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- G. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

Attachment A: Quarterly WCCC/ABE Files to DWS

Cohort Year / Quarter

SSN

Last name

Middle Initial

Full Legal Last Name

Date of Birth

Gender

Enrollment Location

END



Attachment B: Annual/ABE Complete Program Year File

Cohort Year / Quarter

SSN

Last name

Middle Initial

Full Legal Last Name

Enrollment Location

Home Address (PO or Street/City/State/Zip)

Date of Birth

Gender

Ethnicity

Work Status

Public Assistance

Family Information (Marital Status, Homeless, Immigrant/Refugee, Family Income)

Apparent or Disclosed Disability

Highest level of school completed

Institutional/Correctional Program

Educational functioning levels

END

Attachment C: Quarterly Report to WCCC/ABE  
(example data)

Follow Up Measure 1, Entered Employment (2012 Q1 wage records available in July) 120 days post

Cohort Y/Q (2012/Q1)	Employed in Y/Q	Employed Same Job Y/Q+1 2012/Q2	Employed Y/Q+1 2012/Q2	Total Y/Q+1 2012/Q2	Entered Employment Rate
500	50	45	205	250	50%

Follow Up Measure 2, Retained in Employment (2012Q2 wage records available in October) 180 days

Employed in Y/Q+1 and Y/Q+2	Retention Rate
210	42%

For Informational Purposes, Employed Only in y/Q+2

Employed only in 2012/Q2	Rate
40	8%



8. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

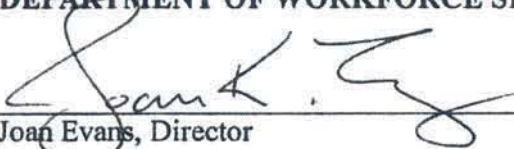
The effective date of this MOU is the date of the signature last affixed to this page.

**WYOMING COMMUNITY COLLEGE COMMISSION**

  
\_\_\_\_\_  
Dr. Jim Rose, Executive Director


8 Mar '12  
Date

**DEPARTMENT OF WORKFORCE SERVICES**

  
\_\_\_\_\_  
Joan Evans, Director

13 Mar 12  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

  
\_\_\_\_\_  
S. Jane Caton, Senior Assistant Attorney General  
Representing: Wyoming Community College Commission

2-29-12  
Date

  
\_\_\_\_\_  
Robert L. Lanter, Senior Assistant Attorney General  
Representing: Department of Workforce Services

2-27-12  
Date

## **Technical Proposal – Wyoming Workforce Data Quality Initiative Grant Application**

### **Introduction**

The lead responsibility for carrying out the deliverables under this award rests with Research & Planning (R&P) within the Wyoming Department of Workforce Services. R&P has responsibility for all Bureau of Labor Statistics programs, the Workforce Information Grant, and Unemployment Insurance actuarial analysis. R&P will coordinate with the Wyoming Department of Education (WDE) on accountability reporting to the Legislature.

### **1. Statement of current capacity**

Wyoming is one of the few states that did not receive funding for a Statewide Longitudinal Data System (SLDS). In March of 2012, Wyoming’s Legislature directed the Office of the Chief Information Officer (OCIO) of Enterprise Technology Services (ETS) to develop a State Longitudinal Data System. This effort is supported by a P20 Task Force (see Attachment A for a list of members).

“The creation of a P20 SLDS is called for in the 2012 Legislative Session Enrolled Act 29 Section 326. ... The creation of this system will also empower the function(s) called for by the Wyoming Accountability in Education Act, which states ... ‘Wyoming [shall] ensure all students leave Wyoming [high] school(s) career or college ready.’” (Wyoming Department of Enterprise Technology Services, P20 Statewide Longitudinal Data System [SLDS] Business Case).



Section 326 also directed that R&P evaluate the state's Hathaway Scholarship Program (HSP). Initiated at the beginning of the 2006/07 school year, this state-funded scholarship program involves establishing levels of scholarship funding based on student achievement and level of participation from high school through college within Wyoming's system of seven community colleges and one university. A 10-year HSP impact evaluation is required.

The Workforce Data Quality Initiative (WDQI) award to Wyoming will be used to capitalize on these two initiatives, SLDS and HSP evaluation, to develop an all-encompassing effort described in this document.

**1-i.** R&P shares server space with Wyoming's Unemployment Insurance Tax Division. For this and other reasons, our security systems must meet the National Institute of Standards and Technology (NIST) guidance pursuant to Section 303 of Public Law 107-347 the E-Government Act of 2002. NIST standards are set forth by the government and recommend security controls for federal information systems and organizations.

**1-ii.** R&P currently has a signed Memorandum of Understanding (MOU) with the WDE. MOUs with the Wyoming Community College Commission (WCCC) and the University of Wyoming (UW) are currently in draft form. Letters of support from these institutions documenting their intent to enter into the MOUs can be found in Attachment B. An interagency letter of commitment between DWS, WDE, and the WCCC is attached. Partnerships are planned with the entities currently represented by the P20 Task Force.

**1-iii.** We will be using data from Workforce Investment Act (WIA) programs, Wagner-Peyser, and UI systems, as well as a range of other datasets, including Worker's Compensation hours worked and claims data, not usually available to other states.

**1-iv.** In 1995, R&P began using administrative databases to assist stakeholders with evidence-informed decision making. The information supplied by R&P is used in a variety of ways. Policymakers use this information to determine labor market needs and make investments in programs that will address those needs. Educational institutions are able to identify skills in demand and offer courses to meet the needs of the labor market. Jobseekers learn which industries and occupations are growing, and how they may translate their own existing skills and acquire additional training and education to increase earnings. Workforce development agencies guide jobseekers on career choices, training decisions, and job searches. All of these result in a more efficient labor market.

**1-v.** R&P has data-sharing agreements with 10 Labor Market Information (LMI) partner states for the sharing of wage records and demographic data: AK, CO, ID, MT, NE, NB, OK, SD, TX, and UT. R&P recently renewed its MOU with Texas (see Attachment C). In addition, R&P's MOU with the Colorado Department of Motor Vehicles permits workforce commuting analysis (e.g., to the UI claims file). Our strategy to create and sustain relationships with other entities stems from the fact that we face common analytical problems in a regional economy. Relationships manifest themselves in the Seven State Market Dynamics from Administrative Records Project (see Attachment D) the Green Jobs Labor Market Information Consortium (see Attachment E) as well as long-term informal working partnerships.



DWS does not utilize waivers as specified in 20 CFR 663.530 or 20 CFR 665.200(b)(3).

## **2. Plan outline**

Our plan includes improving the quality of workforce data.

**2-i.** R&P will implement a Wage Records edit to account for missing and errant data. R&P maintains a dialogue with data donors to ensure the consistency and quality of their datasets. We have demonstrated and published our capacity to match workforce and educational data over the past decade and across a variety of education and training program providers.

Gap analysis carried out by the P20 Task Force resulted in 20 key findings. Among them is the observation that “many agencies using data do not have dedicated research capabilities ... the question becomes how a structure is put into place to encourage good research. ... These findings align with the Governor’s priorities to streamline government, service local government, and support Wyoming jobs and education.” (Wyoming Department of Enterprise Technologies, P20 Statewide Longitudinal Data System [SLDS] Needs Assessment, pp. 6-7, December 2012).

These key findings in turn led to 23 recommendations, many of which can be addressed by the award to R&P:

“Build a set of resources, trainings, online help and system designs to ensure that research is done with as complete, accurate and comprehensive an understanding of the data as possible to reduce inaccurate findings ... Establish the governance structures for the P20 SLDS with the

responsibility to ensure that the system is secure from being politicized and stays focused on serving the citizens of Wyoming and improved student performance. ... Establish an objective and independent research and statistical analysis capability to be accommodated within the governance structures for the P20 SLDS.” Please see Attachment B for a letter of support from the Department of Enterprise Technology Services.

We intend to improve the dissemination of workforce training provider performance information by making it part of the curriculum of the UW college of education, by publicizing its availability in R&P’s *Wyoming Labor Force Trends*, in news releases, and through training provided to staff in the workforce development and education systems. R&P will promote the use of the GEOSOL system by contacting stakeholders in the workforce development system.

**2-ii.** “Prior to the 2012 legislative session, Wyoming had been moving toward developing a P20 Statewide Longitudinal Data System (SLDS) that would have been developed in the Wyoming Department of Education (WDE) utilizing and expanding many of the existing systems. In 2010, Governor Freudenthal pulled together a P20 Task Force to determine how the state could develop the P20 SLDS. This task force was a collaborative effort involving the WDE, Wyoming Community Colleges, the Wyoming Community College Commission, the University of Wyoming, and DWS. During 2012, the Wyoming Legislature enacted legislation creating a consolidated information technology department, Department of Enterprise Technology Services (ETS). ETS, with its enterprise IT focus, was tasked with conducting a needs assessment [which was]...completed in December 2012.



“During the 2013 legislative session, the legislature asked ETS to build the P20 SLDS and provided the first year of funding (\$1.3 million) in this supplemental budget session. With continued support of the P20 Task Force, ETS is building the governance structure, beginning the development of the data sharing agreements and MOU’s, and planning for the development of the research agenda.” – Laurel Ballard, Ph.D., Office of Enterprise Architecture Supervisor, Education IT Enterprise Architect, WY Department of Enterprise Technology Services

Wyoming has implemented the following components for the collection, storing, and reporting of data: the DW3 data warehouse contains the capacity to store compliance and longitudinal data sets; Wyoming phased in statewide student record identifiers in 2005 (WISER ID). The Wyoming integrated statewide education data system and the Wyoming transcript center provide a secure standard infrastructure and protocols to submit student-level data. This infrastructure uses modern virtualized infrastructures components and the School Interoperability Framework specification. The Wyoming Education Fusion portal provides a secure centralized location for access, authentication, and authorization services to enable sharing resources and data back to the school districts and colleges.

**2-iii.** Both the Legislature and Governor Matt Mead support the development of an SLDS in Wyoming, as evidenced in the attached New/Adjusted Funds Request (Attachment B). The Legislature’s continued interest in educational outcomes is reflected in the fact that Wyoming currently has both a 2013 joint interim education committee, but a select committee on statewide education accountability as well. In response to this need, ETS has begun the development of a Business Case for continued funding. To the extent that the developing SLDS and the WDQI

effort are responsive to these and other stakeholders we would expect continued funding to be forthcoming. *The P20 Statewide Longitudinal Data System (SLDS) Needs Assessment* (gap analysis) serves as the basis of the Business Case.

The support of an SLDS by Wyoming's Governor and Legislature provides momentum that will carry this initiative into the future.

### **3. Description of partnership strategies**

DWS will participate in the governance structure recommended in the *P20 Statewide Longitudinal Data System (SLDS) Needs Assessment*. This partnership will allow the state agencies and educational entities to capitalize on each other's specialized subject matter expertise in their own domains and integrate efforts to achieve common goals.

**3-i.** R&P is strategically placed in the Office of the Director of DWS, which is Wyoming's State Workforce Agency (SWA). R&P staff support and inform our state's single statewide Workforce Investment Board (WIB), the Wyoming Workforce Development Council, by attending quarterly and monthly meetings. R&P assists the WIB by providing data, analysis, and text for their annual economic report which is distributed each year at Wyoming's Summit of Workforce Solutions. Lastly R&P conducts presentations and training sessions for other divisions within DWS and our WIB to assist and educate in the appropriate, use, interpretation, and application of data generated by R&P.

As part of the SWA, R&P collaborates with all divisions of DWS and regularly conducts research and collects data from the following divisions: Worker's Compensation data include the



quarterly tax data that captures employers, SSNs, wages, and hours worked by year and quarter from 2000 to present along with claims data and medical costs; UI Tax and Benefits includes wage records as well as all claims activity from 1992 to the present; Vocational Rehabilitation programmatic training data from 1995 to the present; WIA from 2002 to the present; Wagner-Peyser Act data; TAA and TRA. In addition, the Workforce Development Training Fund program is a state-funded business training and outreach program with over a decade of operations. The fund's total operating budget for 2012 was \$5 million. During 2012, this innovative incumbent worker training program served workers in 478 firms. Data from this program includes skills upgrades, demographics, and wage progression, as well as employer characteristics. R&P has access to all of the related administrative data and subject matter expertise for these programs.

**3-ii.** The funding provided by the Legislature to ETS and R&P to develop an SLDS and carry out the HSP evaluation fosters the expansion of collaborative efforts between DWS, WDE, WCCC, and UW through MOU to carry out the HSP evaluation prescribed in legislation using the best analytical techniques available (please see MOU with WDE in Attachment F). WDE accepted the recommendation of the P20 Task Force to serve as the liaison between R&P and the state's 46 school districts. A similar role has assumed by WCCC to on behalf of the seven community colleges and R&P.

The Teacher/Course/Student Enrollment Data Collection (WDE 684) file contains 112 fields related to demographic, socioeconomic, and enrollment data, which includes school and district ID of attendance as well as teacher and coursework-related data. In addition, under the terms of

the attached MOU with WDE section 6g, we will be receiving National Student Clearinghouse matches. These matches will permit a complete accounting of high school student progress in higher education outside of the state.

Similar demographic, socioeconomic, and detailed enrollment data, which includes course of study, will be collected from the WCCC and UW. These key data elements will allow us to link students longitudinally from secondary to post-secondary and into the workforce.

WISER IDs were first assigned in 2005 to K-12 students. As these younger children enter the labor force, R&P will receive their student records as well, and we will have a complete dataset from kindergarten through the University of Wyoming. We will have linkages to the SLDS as the WISER IDs become available.

**3-iii.** It is the intent of the applicant to utilize a significant fraction of grant resources to develop curriculum for UW students in a variety of disciplines, and current educators and members of the workforce development system. As noted in the attached UW letter of support, UW working with R&P and the P20 community will develop an inter-disciplinary curriculum (Psychology, Education, Sociology, Economics, etc.) for the spring semester of the junior year, one senior semester, and potentially graduate work in the research methods of the social and behavioral sciences with a direct application to Wyoming's need for high quality longitudinal analysis, system evaluation, and development. Knowledgeable, high-caliber, and broad based participation by practitioners embedded in the workforce development system and education, in the planning

and evaluation of longitudinal system development, from the community to the state level are an essential element to institutionalizing prudent use of longitudinal data systems.

We expect the junior year introductory semester course to be available to affected and interested parties, and UW students, in the spring of 2014 with senior level course work available in the fall of that year. Online versions of each course are planned to be available to the public in the weeks shortly after their post-semester evaluation.

One of the objectives of this initiative is to encourage the development of Master's and Ph.D. thesis candidates who would utilize SLDs and workforce information to attain their credential. It is also the purpose of this initiative to make certain that all of the key players, from the school district to the university level, have the knowledge and information they need to contribute to the research plan and have the skills to fully utilize the resources represented by the databases.

Lead institutional participants and program/educational implementers across the domains of academia, the workforce development system, school districts, and community college administration, as well as others lack a common language that would facilitate understanding, participation in the planning and use of longitudinal data systems, evaluating their utility, and enhancing their development. The past 12 months of HSP MOU-WDE development, as well as many years as an administrator of Labor Market Information programs, makes it evident that a substantial barrier to cohesive inter-domain action is the absence of a common frame of reference, and language for the understanding of scientific principles in the social sciences that underlay the use of longitudinal systems.



R&P will expand its partnerships with peers that have received WDQI grants to share training materials, conduct ongoing analysis of the data, and compare standard reports with other grantees on the development of longitudinal data systems.

**3-iv.** R&P has a history of working with other state agencies across a variety of issues. For example, in 2001 R&P partnered with WDE in a joint research effort to study teacher salaries, retention, and migration. WDE provided occupational staffing files, which R&P was able to link to its administrative databases. Additionally, R&P began a collaborative relationship with the Wyoming State Board of Nursing in 2002, linking nursing files to wage records and Quarterly Census of Employment and Wages (QCEW) data. This relationship has grown over the last 10 years, and expanded under an Affordable Care Act Title V Health Resources and Services Administration Grant to develop health care workforce planning across all licensed occupations in the health care industry.

Space does not permit the inclusion of all of the MOUs for the number of arrangements that R&P currently has. Documentation is available upon request. Selected arrangements established through MOU are described below.

R&P has established agreements to obtain SSN-based data from the following entities: 14 health care licensing boards (e.g. Board of Pharmacy, Respiratory Therapists, and Nursing Home Administrators, etc.), the Professional Teaching Standards Board, the Wyoming Department of

Transportation (DMV), Wyoming Department of Health, and Administration & Information (A&I) to obtain occupational class codes attached to wage records for state employees.

Additionally, R&P has been collaborating with DFS (new hires directory and means-tested public assistance programs) and the Department of Corrections to establish agreements allowing for data acquisition.

#### **4. Description of database design, data quality assurance, and proposed usages**

R&P's workforce longitudinal database resides on a SQL Server. Each database residing on the SQL Server contains the data from the specific donor agency. For example, DMV data reside on a database containing driver's license and crash data. The structure of the SQL Server design is dictated by donor agency MOUs allowing for complete separation of data between agencies in accordance with disposal requirements. Queries and programs are written bridging various databases on the same SQL Server to allow for database linkages. An example of a data cube created from the workforce longitudinal database is found as Attachment G. This data cube links data between DWS databases, state health licensing board databases, and the QCEW database, as well as the state employee and educational staffing occupation databases.

R&P's SQL Server acts as a data warehouse for our front end SAS and SPSS applications. R&P has maintained licenses for most of these applications and text analytics software for a number of years.

**4-i.** R&P currently uses Social Security Number (SSN) as the unique personal identifier of our workforce longitudinal database. As discussed in the third item of this section, R&P collects

SSN-based data for the following databases (in some cases for over 20 years): Wage Records (WR) for Wyoming and our 10 partner states, driver's license, Worker's Compensation claims, UI claims, vital records (births, deaths, marriages, and divorces), 14 healthcare licensing boards, Wyoming's Labor Exchange (Wyoming at Work) system, and multiple years of Workforce Investment Act (WIA) and Adult Basic Education (ABE) program participation records.

Preliminary research conducted by R&P demonstrates the capacity to accurately link to the correct SSN on 90% of WISER IDs in the SLDS. In addition, almost all community college and UW student records have SSNs. Because the community colleges and UW have SSNs, backcasting to WISER IDs increases the capacity to accurately link to the correct SSN.

**4-ii.** During the award period, R&P will enter into negotiations with the U.S. Department of Education to obtain FAFSA files which contain SSN, gender, date of birth, and name that can be matched to WISER IDs. This will represent an improvement over the current method of triangulating the assignment of SSNs from multiple sources of PII, such as DMV files, vital records, UI records, and other sources.

R&P looks for consistency at the conceptual level within and between databases, and also relies on the expert opinion of donor agencies. R&P consults with data donors as to the accuracy, consistency, and quality of the programmatic data. Periodic consultations with data donors are conducted to ensure products developed by R&P align with donor products. R&P's reports are provided to the donor agency for review prior to publication. If inconsistencies occur, R&P and the donor agency investigate the factors causing discrepancies.



R&P has a data governance team responsible for consistency among data items across databases. For example, dates of births are all date and time fields, and SSNs are all variable character fields with length of nine across all databases. The data governance team is also responsible for meeting with donor agencies to ensure data validity and reliability.

**4-iii.** As part of the SWA, R&P has access to all divisions: Workers' Compensation, UI Tax and Benefits (more than 20 years), Vocational Rehabilitation (12 years), and Employment & Training Programs (WIA, Wagner-Peyser Act, TAA, TRA). Therefore, we have access to all of the related administrative data and subject matter expertise of these programs.

The award will allow R&P to link these datasets with several other datasets. These include UW and WCCC student records (dating back to 2000); WDE student data (WDE 684 report) collects 34 elements of student enrollment; vital records of birth, death, marriage, and divorce from the Wyoming Department of Health (20 years); WDE 602 fall school district staffing report by occupation (seven years); Department of Transportation driver's license records to establish and/or verify identity, demographics, household characteristics, and worker commuting (20 years); UI wage records and employer account information for 11 State Research offices for purposes of establishing industry of employment, earnings level, longitudinal earnings gain, employment continuity and turnover, and employment-related migration; DWS A&I state employee human resource records to identify state employees by occupation (seven years); DWS UI claims (20 years); DWS Workforce Investment Act (youth, adult, and dislocated worker training – since inception) and Employment Service (labor exchange); DWS Vocational

Rehabilitation; R&P New Hires survey (three years) and Employer Provided Benefits survey (10 years); Professional Teaching Standards Board licensing information (10 years); 14 Health Care Licensing Board (e.g. nurses – 10 years, physicians, dental assistants, etc. – two years) information for Wyoming to establish career paths and scholarship impact on employment in health care occupations; and Adult Basic Education program data to assist students seeking improved educational attainment (five years).

Wyoming is a WRIS2 partner as indicated in the attachment (part IIIc) and Wyoming's WDQI project manager is corresponding with FEDES representatives to bring Wyoming into a FEDES agreement.

R&P will develop products across four tracks to engage stakeholders from various educational and workforce domains. Track 1 will link workforce demographics and wage records for the last 20 years, Track 2 will link educational outcomes to employment outcomes, Track 3 will link training outcomes to industry and occupational projections, and Track 4 will focus on the development of a program evaluation impact analysis to assess the economic returns for the State. In addition to these products, R&P will begin exploring newer probabilistic predictive models such as neural networks, naïve Bayesian, random forests, and other forms of gradient boosting techniques. The exploration of probabilistic techniques will allow the development of models to predict future labor force success based on individuals' characteristics, past relationship with the labor force, and education and training participation. The products will be disseminated to policymakers, schools, community colleges, and the public to inform workforce investment policies and facilitate customer choice of education and training programs.

**4-iv.** Ensure that student records, and all other confidential information are not disclosed in any form which reveals the identity of an individual or employer, are stored only in secure areas on a secure State computer system, and that only authorized employees of R&P, as identified by signature to WDE Non-Disclosure Affidavits, requiring the data for purposes of the WDE MOU have access to the data. These objectives will be met by ensuring that the data are only stored and used on password protected worksites within DWS facilities and under the control of R&P.

R&P's databases reside on a SQL Server that is not connected to the Internet and access is precisely controlled via R&P staff user accounts and passwords that are supplied by R&P's IT department. It is not a live production server and does not allow other agencies external to, or within, State Government access to the data once it is posted to the server. A job (preprogrammed reporting) in place on the SQL Server records specific permissions to all objects on the server by user nightly. A second job examines each analyst's personal database (their working directory) for tables with fieldnames like SSN, address, UI account number, name, etc. Both jobs record the output of the program to tables available to the database manager.

R&P will adopt a Sally Port/Gateway server design and restricted access to a gateway database will be granted to two database managers. The function of the gateway database will be to strip and archive PII from the data sets as they enter the SQL Server. Each SSN will be coded to a Unique ID which will be archived on the gateway database.



With the acquisition of student records, R&P will adopt a Sally Port/Gateway database wherein SSNs will be replaced with a surrogate identifier in the working database. The workforce longitudinal database will have all data from our current workforce database, as well as all data acquired from educational programs. Personally Identifiable Information (PII) such as SSN, first and last name, date of birth, and address will be excluded from the working database. Year of birth and gender will remain available in the working database to control for demographic impact on future workforce outcomes and performance evaluation. All data in its original form with PII attached will be retained on the Gateway database but access will be restricted to the database manager or analyst specifically needing access to PII.

R&P staff adhere to the principles of privacy and confidentiality for SLDS specified by the National Center for Education Statistics in compliance with the Family Education Privacy Rights Act (20 USC Sec. 1232g), and annually complete Federal and State security and confidentiality training.

Data management and publication standards comply with primary and secondary disclosure protections for privacy and confidentiality needed to meet the requirements of Wyoming Employment Security Statute 607-3-603, the provisions of the Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988 (PL 100-503), section 309 of PL 105-220, the Workforce Investment Act of 1998, and FERPA.

R&P and IT/DWS systems in Casper, Wyoming comply with NIST standards and that systems are assessed against NIST Special Publication 800-53r3a, "Recommended Security Controls for

Federal Information Systems and Organizations.” Data transfer will be by secure Electronic Data Transmission. The transmission of these data will meet all data security requirements of DWS IT Casper operations.

Disciplinary policies are applied across all sources of information identifying individuals or employers. It is the policy of DWS to exercise the policy of staff termination without progressive discipline as provided for in WS 27-3-603 for the disclosure of any information considered confidential under Federal or State law. All employees of R&P are made aware that all information collected by R&P can be used only for statistical purposes as provided for by section 309 of PL 105-220. Further, individuals may be subject to civil penalties under the Privacy Protection Act of 1974 as amended by the Computer Matching and Privacy Protection Act of 1988 (5 USC Sec 552a) and Public Law 103-322 Title XXX Protection of Privacy of Information In State Motor Vehicle Records, as well as subject to criminal penalties under the Confidential Information Protection and Statistical Efficiency Act of 2002 (Title V of PL 107-347), depending on the nature and extent of the disclosure.

Data destruction of working documentation used in analysis, and not required to support research findings, will be destroyed immediately upon the completion of their use by R&P.

Documentation required for ongoing analysis will be stored in locked cabinets and/or password secured computer systems depending upon the medium. Paper documentation will be shredded and electronic information will be destroyed through electronic degaussing.

**4-v.** Products developed from the research and reporting plan will engage stakeholders across several educational and workforce domains and a variety of settings as part of the sustainability strategy.

By developing basic products and providing feedback to stakeholders the project will earn the buy-in of data providers who hope to use the system. Moreover, as data providers attain training goals in longitudinal analysis and outcomes evaluation strategies, their interest in more complex reporting and analysis is expected to grow. We expect to develop reports and products across four tracks of increasing complexity. Track 1 is comprised of tabulations of the basic demographics of the workforce based upon the linking of 20 years of wage records to demographics from motor vehicle records. Track 2 represents the linkage of educational and program information (UI Claims, WIA, employment service, educational attainment, etc.) to employment and demographic information in Track 1. Track 3 includes the development of training and educational materials, longitudinal outcomes information, and the linkage of industry and occupational projections to training outcomes. Track 4 focuses on the development of program evaluation impact analysis over both the short- and multi-year long term period. Stakeholders manage programs and activities on behalf of institutions and individuals. Information from SLDS/WDQI systems that meets their practical needs for understanding and program improvement is far more likely to be sustained and developed.

A successfully funded WDQI grant will realize the development of applications that apply common predictive modeling techniques such as classification trees and linear and logistic regression leveraging underlying statistical distributions to estimate future outcomes. R&P will



also begin exploring newer probabilistic predictive techniques such as neural networks (1), naïve Bayesian (2), random forests (3) and other forms of gradient boosting techniques (4). Newer statistical techniques, advancing computer technology (memory, CPU capacity, and storage), and large administrative data sets (big data) will allow the development of probabilistic models to predict future labor force success based on individuals' characteristics, past relationship with the labor force, and education and training participation. The aforementioned statistical approaches are amenable to the large administrative data sets R&P already has in house which will be combined with the diverse workforce training and education data acquired to fulfill the obligations of a fully functional WDQI.

The research described in the previous two paragraphs will result in the publication of an annual report comparing education programs throughout the state. Outcomes from this research will include wages, job and industry attachment, wage progression, continuity of employment, skills gaps, and more. All of this information will be disseminated to school systems, community colleges, and through news releases to the general public. R&P will identify which programmatic activities produce the outcomes in the abstract.

Track 1 reporting focuses on foundational and contextual information necessary for the balance of the reporting system. Track 2 reports are focused on outcomes. Track 3 reports will enable educational institutions to identify skills in demand, jobseekers and students to identify career paths, and workforce development agencies to provide training relevant to projected growth occupations and industries. Track 4 utilizes narrative and graphics emphasizing impact, or economic returns for the State, for educational and program participants based on continuity of

employment, earnings, and retention on a longitudinal basis in comparison to these same outcomes for similar populations in a quasi-experimental design supplemented with regression analysis.

## **5. Staffing capacity**

R&P Staff consists of 13 full-time researchers, most holding graduate degrees, with backgrounds in economics, demography, sociology, psychology, statistics, and database administration. R&P also has two editors with backgrounds in journalism, a public relations specialist, two administrative support staff, and an IT/security team. All R&P staff are sworn agents of the Bureau of Labor Statistics.

**5-i.** The Project Manager, who is Wyoming's LMI Director, will oversee and coordinate project timelines to ensure the completion of all WDQI grant requirements, solution strategies, service delivery models, business case, and project deliverables are completed on schedule. This person will also provide project oversight by establishing the project time framework to meet objectives, milestones, plans, and work breakdown structure; collect and develop business and technical requirements for projects; manage and oversee the schedule and scope for completion of the design and development of WDQI deliverables; coordinate and manage, as necessary, the schedule and scope of the WDQI project team, internal and external subject matter experts and stakeholder representatives to facilitate and document project meetings decisions related to the development of WDQI deliverables; and leading discovery/working sessions with business partners to determine current state processes.

The Research Supervisor/Database Manager is responsible for supporting the research agenda established by the Project Manager by directing and assisting analyst-level staff in the completion of their deliverables as established by the Project Manager. As Database Manager, this position is responsible for overseeing the hardware/software systems and is responsible for the performance, integrity and security of WDQI. The Database Manager should have knowledge of SQL Language; database logical and physical design, normalization, and storage capacity management; and database backup and recovery systems. The Database Manager is the lead of the data governance team, which shares the responsibilities of establishing the needs of users; controlling access and monitoring security; monitoring performance; mapping conceptual design; refining the logical design and allocating storage capacity translating into a specific data model; generating complex queries in response to customer needs; developing a data dictionary, models, metadata repositories and other data management tools; and identifying complex problems to develop and evaluate options and implement solutions.

**5-ii.** Data Analysts will be responsible for the development of algorithms and statistical analysis of the WDQI to meet the objectives and deliverables described in WDQI proposal as directed by the Project Manager. R&P's analysts come from a cross-section of disciplines, permitting us to assign the appropriate subject matter expertise as the problems dictate. R&P's analysts have many years of experience in addressing research problems from inception to publication.

**5-iii.** Current R&P staff are required to have a combination of education and experience equivalent to a bachelor's degree in economics, statistics, sociology, experimental psychology, or closely related field with major emphasis in research methods and statistical reporting using



statistical methodologies and analysis. However, most analysts are credentialed at the master's level.

Further knowledge, skills, and abilities generally manifest themselves in the ability to apply knowledge of social research methods and statistical theory to address a wide variety of Labor Market issues. Additional skills include the abilities to gather data, conduct surveys, compile and evaluate information, carry out special studies, design and develop statistical models, manipulate data in order to meet specific needs of statistical analysis and reporting requirements. Analysts must have the ability communicate findings through original published reports, articles, presentations, and other documentation.

The Program Manager and Research Supervisor also have experience in collaborating with public and private entities to acquire new data, assist in the development of data gathering tools including surveys and questionnaires, and the acquisition of administrative data sets.

R&P staff have experience with Microsoft SQL Server, SAS, Visual FoxPro, ARC Map, and Access, including the ability to write computer programs to combine data from multiple sources.

R&P's current staff includes two editors and a public relations specialist with extensive experience in the dissemination of products, publications, and presentations created by R&P.

These communications specialists are proficient with Microsoft Office, Adobe Creative Suite, and other tools used to create and disseminate research products.

R&P is supported by an on-site Information Technology/Security Team that insures security and system integrity.

**iv.** As a prerequisite to staff contribution to data sharing partnerships, staff are required to develop a thorough understanding of donor program goals, business rules, and data acquisition and management strategies. Each staff member will contribute by bringing the knowledge, skills, and abilities outlined in section 3-iii and applying his or her expertise to data quality and data security. R&P staff have the capacity to manage multidimensional tasks grounded in micro and macro concepts.

All R&P staff annually receive state and federal security training and as state employees are subject to severe disciplinary action for violation of confidentiality. R&P staff are bound by state and federal statute dictating confidentiality of each law specific to donor data, such as FERPA, HIPPA, CIPSEA, etc.

**5-v.** Project Manager, Research Supervisor, Analysts, Editors, and Communications Specialist are all employees of the Department of Workforce Services, State of Wyoming.

## **6 Bonus points – other data linkages**

Our proposal has demonstrated several instances of other data linkages and DWS does not utilize waivers as specified in 20 CFR 663.530 or 20 CFR 665.200(b)(3).