

**Self-Employment Project Outreach
AGREEMENT**

This interagency Agreement is entered into for the initial period of February 1, 2019 to September 30, 2019 with one (1) option for renewal ending 9/30/2020 (**Attachment A**), by and between the Department of Workforce Development (DWD), on behalf of the Division of Vocational Rehabilitation, whose principal business address is 201 E. Washington Avenue, Room G 100, Madison, WI 53703, and Board of Regents of the University of Wisconsin System, DBA as the University of Wisconsin-Stout, Stout Vocational Rehabilitation Institute (SVRI) whose principal business address is 221 10th Avenue East, Menomonie, WI 54751-0790, hereinafter referred to as UW-Stout.

The Department of Workforce Development employee responsible for the administration of this contract will be Allison Gordon, DVR Bureau of Consumer Services (BCS) Director, whose principal business address is 201 E. Washington Avenue, Room G 107, and Madison, WI 53703. In the event that the Contract Administrator is unable to administer this Agreement, DWD will contact UW-Stout and designate a new Contract Administrator.

WHEREAS, DWD wishes to purchase Contracted services from UW-Stout as it is authorized to do so by Wisconsin law; and

WHEREAS, UW-Stout is engaged in furnishing the desired Contracted services;

NOW, THEREFORE, in consideration of the mutual undertaking and agreements hereinafter set forth, DWD and UW-Stout agree as follows:

I. SERVICES TO BE PROVIDED

- A. UW-Stout will provide three (3) Self-Employment Outreach Specialists, subject to consultation with DWD/DVR.
 - a. DWD reserves the right to request a replacement of contractor and agrees to work with UW-Stout to find a replacement contractor. Should no suitable contractor be provided DWD reserves the right to cancel the contract.
- B. To be supervised by staff at SVRI with functional supervision of the DVR BCS Director, Self-Employment Outreach Specialists serve as the DVR expert on Self-Employment and provide statewide coordination for the Project in Wisconsin, with the goal of increasing the number of youth and adults with disabilities with goals of self-employment, including agricultural, served by DVR and guided to paid, competitive, and integrated employment earning at least minimum wage.
- C. Responsibilities include case management, coordination, monitoring, training, communication, facilitation, and project management for the Self-Employment Project in Wisconsin and service as liaisons between the Project, DVR, and related projects.
- D. Self-Employment Specialists will work with DVR staff to ensure that existing sites are successful and sustainable, including working with business partners, vocational providers and other community partners.
- E. The Self-Employment Specialists will travel in-state on an as needed basis.
- F. No services are to be provided until an official State of Wisconsin Purchase Order is issued by DWD to UW-Stout.

II. SELF-EMPLOYMENT SPECIALIST GOALS AND ACTIVITIES

- A. Provide coordination and case management to ensure appropriate service provision as authorized by the Rehabilitation Act.
- B. Provide case management and service coordination for consumers with an identified self-employment goal (start-up, customized, or existing).
- C. Directly provide and/or coordinate services needed to develop and implement the IPE.
- D. Provide assistance to local WDA Business Plan Review Teams and attend meetings as needed.
- E. Technical assistance and recommending programmatic changes for services to DVR consumers with an identified self-employment goal such as:
 - a. Develop, actively pursue and maintain ongoing working relationships with public and private agencies, which may have responsibilities and/or the ability to provide services to individuals with disabilities.
 - b. Provide technical assistance, information and process improvement recommendations to programs offering services to DVR consumers related to self-employment.
 - c. Provide training to DVR staff related to program components, referral requirements and services provided to consumers related to self-employment.
- F. Performance of validation services and corresponding fiscal responsibilities as needed to ensure casework activities and services rendered follow state and federal requirements.
 - a. Contact vendors to obtain bills and progress reports due for services rendered to consumers.
 - b. Create purchase orders and generate direct payments to consumers.
 - c. Monitor and ensure accurate fiscal coding.
 - d. Review and confirm payment requirements with consumers and staff and make recommendations to service providers as necessary.
 - e. Obtain cost comparisons to obtain the most cost efficient and effective services.

III. PERFORMANCE METRICS

- B. DVR and the Contractor/UW-Stout will define a base line metrics for the success rate of small business and a baseline for the time to serve the small business. From the baselines the Contractor/UW-Stout will report out on quarterly activity compared to baseline and provide recommendations to improve ability to provide services (reduce timeline).

IV. COST AND PAYMENT OF SERVICES

- A.** Payment for services provided in accordance with the terms and conditions of this Agreement shall not exceed the approved budget amount detailed in **Attachment B: UW-STOUT BUDGET**.
- B.** UW-Stout will submit a quarterly invoice (February 1, 2019-March 30, 2019, and April 1-June 30, 2019, July 1-September 30, 2019) based on services provided during the quarter no later than thirty (30) days after the quarter's end and a final invoice based on services provided during the last quarter (July 1-September 30, 2019) no later than sixty (60) days after the expiration or early termination of this Agreement. Invoices shall reference PO number.

C. Invoice Instructions:

Address the invoice as follows:

DWD – DIV OF VOC REHAB
ATTN: DVR BUDGET ANALYST
PO BOX 7852
MADISON WI 53707-7852

but then either:

1. FAX the invoice to (608) 327-6012 (preferred); OR
2. E-mail the invoice to: Einvoice@dwd.wisconsin.gov.

There is no need to mail in a hard copy of the invoice, if the above steps are followed.

- D.** Charges for project related travel will be reimbursed according to UW-Stout travel policies.
- E.** DWD/DVR will provide all equipment (e.g., work area, computer, and general office consumables) necessary to the Project Outreach Specialists to perform the services required under this Agreement.
- F.** UW-Stout will provide occasional on-site work area, campus identification card, office/building access to support remote work efforts in West, Central and Northern Wisconsin.
- G.** Any expenses outside of the services identified and travel identified by the Project Director must be pre-approved prior to expense being incurred.

V. DWD EQUIPMENT SECURITY

- A.** All DWD/DVR equipment must be protected from theft, abuse and/or misuse.
- B.** To the extent authorized under the laws of the State of Wisconsin, UW-Stout is accountable and responsible for all activities associated with the system access accounts and equipment assigned to it by DWD/DVR.

- C. To the extent authorized under the laws of the State of Wisconsin, the individual Self-Employment Outreach Specialist is responsible for the security of all devices assigned by DWD/DVR regardless of whether the device is used in the office, at place of residence, or in any other location such as a hotel, conference room, car or airport. If a DWD/DVR-assigned device is stolen, it must be reported immediately to the Project Director and supervisor.

VI. SECURITY AWARENESS REQUIREMENT

- A. Project Outreach Specialists must complete the Department of Workforce Development Online Information Technology (IT) Security Awareness Training module prior to working with Project participants or participant related information, as well as the UW-Stout Security Awareness Training and related DWD/DVR ethics training.
- B. If a new electronic security module is identified by DWD or DVR, the Project Outreach Specialists must complete online courses as directed and, in the timeframe as directed.

This Online Training can be accessed at:

http://media.wisconsin.gov/elearning/ext/sec_awareness/2017/launcher.html

Training certificate will be retained by the provider for 3 years for audit purposes. Some training is conducted annually.

The DVR and/or UW-Stout will notify the Project Outreach Specialist when future modules are available and completion requirements.

VII. CRIMINAL BACKGROUND CHECK

- a. UW–Stout will comply with the Board of Regents /System policy that UW institutions conduct a criminal background check on applicants for employment, certain current employees, and certain volunteers. UW-Stout will comply with the Board of Regents/System policy for criminal background checks. Official UW System policy delineating criminal background check processes and use of the information can be found at: <https://www.wisconsin.edu/regents/policies/university-of-wisconsin-system-criminal-background-check-policy/>

VIII. CONFIDENTIALITY

- a. UW-Stout shall not release personal information or records regarding any consumer authorized for services by the DVR without the prior written consent of the consumer. In addition, the UW-Stout shall safeguard all consumer personal information and records to prevent the inadvertent or unintentional disclosures. The applicable statutory references for confidential information at the time of this Agreement are 34 CFR § 361.38, Wis. Admin. Code Ch. DWD 68.
- b. UW-Stout acknowledges that in addition to confidential consumer information as described in 34 CFR § 361.38 and Wis. Admin. Code Ch. DWD 68, confidential and proprietary information will be exchanged and that disclosure of any such information to any third party other than as necessary to carry out the terms of this contract will cause irreparable harm and damage, and therefore, the UW-Stout agrees to keep, protect, and not disclose any confidential or proprietary information to any third party without prior written consent of DWD. Disclosure of confidential and proprietary information will be permitted if ordered by a court of competent jurisdiction.

Confidential and proprietary information shall be clearly marked as "confidential" at the time of disclosure, or if disclosed orally, visually and/or in another form and identified as confidential at the time of initial disclosure, thereafter reduced to writing marked as confidential within fifteen (15) days of initial disclosure. Such confidential and proprietary information will be regarding the stated Services only, as provided in this Agreement. UW-Stout retains the right to refuse to accept confidential and proprietary information that is not considered to be essential to the completion of the Services herein.

- c. "Proprietary information" includes the software, systems, procedures, business plans, business strategies, internal organization, designs, flow charts, plans, specifications, manuals, client or customer lists, customer data, cost and price data, marketing information, any financial information and any other information received by either Party which would reasonably be considered as proprietary business information.
- d. "Confidential information" means all tangible and intangible information and materials, including all Personally Identifiable Information, being disclosed by one party to another hereunder in connection with the duties carried out pursuant to the contract, in any form or medium (and without regard to whether the information is owned by a party or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iii) other information designated in good faith and marked as confidential in writing by a party.
- e. "Personally Identifiable Information" includes an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (1) the individual's Social Security number; (2) the individual's driver's license number or state identification number; (3) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (4) the individual's DNA profile; (5) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other unique physical characteristic protected by applicable state or federal law or (6) the individual's contact information such as phone number, address and/or dollar amount of benefits. Such information shall be limited to the information that DWD provides to UW-Stout or UW-Stout otherwise acquires from or on behalf of DWD for the purpose of UW-Stout's use of such information in the performance of its Services pursuant to the Contract.
- f. UW-Stout shall protect the confidential or proprietary information to the same extent or by the same means that it would protect its own confidential and proprietary information and shall notify DWD in writing of any unauthorized disclosures, either intentional or unintentional, to any third parties, and shall do so immediately after discovering or determining such unauthorized disclosures. Similarly, the UW-Stout shall take reasonable precautions and efforts to ensure that no such protected information is disseminated by it or its employees and subcontractors. The obligations to protect confidential and proprietary information shall survive termination of the Contract for a period of one (1) year.
- g. Confidential and proprietary information does not include information which: (1) is available in the public domain or becomes generally available to the public without breach of this Agreement

by the receiving party, (2) is independently known prior to receipt thereof or is discovered independently by an employee of the receiving party who had no access to the information supplied by the disclosing party under this Agreement, (3) is made available to the receiving party as a matter of lawful right by a third party, or (4) is required to be disclosed by applicable law.

- h. UW-Stout shall advise all UW-Stout's agents, employees, successors, assigns, and subcontracted entities of the restrictions. To the extent authorized under the laws of the State of Wisconsin, UW-Stout shall hold DWD harmless from costs, if any, for actions, which arise as a result of noncompliance by UW-Stout, agents, employees, and officers regarding the restrictions herein.

IX. INSURANCE RESPONSIBILITY

- a. Each agency agrees that, as related to this interagency Agreement, any loss or expenses by reason of liability imposed by law will be charged to the agency responsible for the officer, employee or agent whose activity or inactivity caused the loss of expense while acting within the scope of their employment or agency.
- b. The University of Wisconsin is self-insured and certifies it has sufficient funds to cover its liability, including but not limited to for bodily injury, property damage, automobile liability.

X. STATE AND FEDERAL RULES AND REGULATIONS

- A. UW-Stout agrees to meet State and Federal service standards as expressed by State and Federal law applicable to the services covered by this Agreement.
- B. All costs will be billed in accordance with federal regulations and cost principles. UW-Stout will reimburse DWD for non-allowable charges billed to the Agreement
- C. UW-Stout may subcontract part of this agreement only with the prior written approval of DWD. UW-Stout retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into sub-contractual agreements.
- D. DWD shall own all Intellectual Property in any deliverable created under this Agreement. DWD may grant Contractor a nonexclusive license use of its Protected Intellectual Property for limited/restrictive purposes.
- E. Any discovery or invention arising out of or developed in the course of work aided by this agreement, shall be promptly and fully reported to the DWD.

XI. RECORDS

- A. UW-Stout shall maintain such records as required by State and Federal law.
- B. UW-Stout will allow inspection of records and programs, insofar as is permitted by State and Federal law, by representatives of DWD and its authorized agents, and Federal agencies, in order to confirm UW-Stout's compliance with the specifications of this contract.

- C. UW-Stout agrees to retain and make available to DWD all program and related fiscal records for six (6) years or in accordance with the RDA after the end of the Agreement period, or until an audit initiated prior to the expiration date where records shall be retained until subsequent audit resolution processes involving the records have been completed.
- D. The use or disclosure by any party of any information concerning eligible individuals who receive services from UW-Stout for any purpose not connected with the administration of UW-Stout's or DWD's responsibilities under this contract is prohibited except with the informed, written consent of the eligible individual or the individual's legal guardian.

XII. AFFIRMATIVE ACTION COMPLIANCE

- A. An Affirmative Action Plan is required from UW-Stout.
- B. "Affirmative Action Plan" is a written document that details an affirmative action program. Key parts of an affirmative action plan are: (1) a policy statement pledging nondiscrimination and affirmative action employment, (2) internal and external dissemination of the policy, (3) assignment of a key employee as the equal opportunity officer, (4) a workforce analysis that identifies job classifications where there is an under representation of women, minorities, and persons with disabilities, (5) goals must be directed to achieving a balance work force, specific and measurable, having an implementation target date between six months and 2 years, have a plan of action or description of procedures to implement the goals, (6) revision of employment practices to ensure that they do not have discriminatory effects, and (7) establishment of internal monitoring and reporting systems to measure progress regularly.
- C. In addition, UW-Stout shall conduct, keep on file, and update annually, a separate and additional accessibility self-evaluation of all programs and facilities, including employment practices for compliance with ADA regulations, unless an updated self-evaluation under Section 504 of the Rehabilitative Act of 1973 exists which meets the ADA requirements. UW-Stout is to contact the Affirmative Action/Civil Rights Compliance Office, for technical assistance on Equal Opportunity.

Affirmative Action/Civil Rights Compliance Office
Department of Workforce Development
Raymond Mejia

XIII. Civil Rights Compliance

- A. UW-Stout shall submit a Letter of Assurance of Civil Rights Compliance.
- B. UW-Stout has primary responsibility to take constructive steps to ensure the compliance of its subcontractors, as it applies to any services completed by subcontractors related to this Agreement. However, where DWD has a direct contract with another UW-Stout subcontractor, UW-Stout need not obtain a Subcontractor Sub grantee Civil Rights Compliance Plan or monitor that Sub grantee.
- C. UW-Stout agrees to cooperate with DWD in developing, implementing and monitoring corrective action plans that result from complaint investigations or monitoring efforts.

XIV. ASSIGNMENT

- a. Neither party may assign any rights or duties under this Agreement without the prior written consent of the other party.

XV. CONTRACT REVISIONS AND/OR TERMINATION

- A. Failure to comply with any part of this agreement may be considered cause for revision, suspension or termination of this contract.
- B. This Agreement or any part thereof may be renegotiated in such circumstances as: 1) increased or decreased volume of services; 2) changes required by State or Federal law or regulations, or court action; 3) monies, to include appropriations, available affecting the substance of this contract; 4) a change in the Project Outreach Specialist(s).
- C. Revision of this agreement may be made by mutual agreement. The revision will be effective only when DWD and UW-Stout attach an addendum of amendment to this agreement which is signed by the authorized representative of both parties, except in circumstances of award amount, where such increase in funds is for the same purpose as originally agreed upon, the agreement may be amended by a unilateral amendment made by DWD.
- D. This contractual Agreement can be terminated by a 60-day written notice by either party to the other party. Upon termination, UW-Stout will be reimbursed for all allowable costs and non-cancelable commitments incurred in the performance of this Agreement but not yet paid.
- E. UW-Stout shall notify DWD whenever it is unable to provide the required quality or quantity of services specified, including a change in the Project Outreach Specialist(s) or position description. Upon such notification, DWD shall determine whether such inability will require revision or cancellation of this Agreement.

XVI. CONDITIONS OF THE PARTIES OBLIGATIONS

- A. This contract is contingent upon authorization of Wisconsin and United States law, and any material amendment or repeal of the same affecting relevant funding or authority of DWD shall serve to revise or terminate this Agreement, except as further agreed to by the parties hereto.
- B. DWD and UW-Stout understand and agree that no clause, term or condition of this contract shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
- D. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature on this Agreement (or addendum) exceeds sixty (60) days inclusive of the two signature dates.



Mr. Philip Lyons

Digitally signed by: lyonsp@uwstout.edu

Reason: Approving on behalf of the Chancellor

Date: 1/31/2019 12:54:37 PM

Board of Regents of the University of
Wisconsin System, DBA University of
Wisconsin-Stout

Phil Lyons
Vice Chancellor

DWD Authorized Representative
Martha Kerner
Division of Operations

Date

2-6-19

Division Administrator
Delora Newton
Division of Vocational Rehabilitation

Date

2/6/2019

Attachment A

The initial term of this Agreement will be from 02/01/2019 to 09/30/2019 with annual option for renewal

Option #1: 10/01/2019-09/30/2020

Note: Renewal Option #1 may be extended based on mutual agreement of the parties involved.