

**PROMISE Grant
Information Technology Data Sharing
A G R E E M E N T**

This interagency agreement is entered into the period 10/01/19 to 09/30/2020 between the Department of Workforce Development (DWD), on behalf of the Division of Vocational Rehabilitation, who principal business address is 201 E. Washington Avenue, Room G100, Madison, WI 53703, and the Wisconsin Department of Health Services (DHS).

The DWD employee responsible for the administration of this agreement will be Meredith Dressel whose principal business address is 201 E. Washington Avenue, Madison, WI 53703. In the event that the Program Director is unable to administer this agreement, DWD will contact DHS and designate a new Program Director.

DHS is a principal partner with the DWD, Department of Children and Families (DCF) and Department of Public Instruction (DPI) in the monitoring and participation of the US Department of Education PROMISE Grant, serving as a member of the Executive Committee.

I. SERVICES TO BE PROVIDED:

- a. DHS will continue to provide evaluative data and information as required as a condition of the grant.
- b. DHS will continue to manage the PROMISE Management Information System (MIS) that receives all PROMISE Grant data necessary to carry out the grant activities, including formative evaluation, reporting to the national partners, Department of Education (DOE) and Mathematica Policy Research (MPR).
- c. Adhere to signed data sharing agreements with all subcontractors and agents who will be accessing and sharing PROMISE Grant data, ensure that the agreements protect all data being shared, including data from DWD, DHS, DPI, DCF and the Social Security Administration (SSA). (This data goes beyond usual HIPAA covered data).
- d. Continue to provide personnel necessary to load data from PROMISE Grant partners as prescribed by the PROMISE data sharing agreements.
- e. Continue to create reports and data extracts and data reports of data for federal and state evaluations, as directed by the Steering and Evaluation Committee.
- f. DHS will continue to manage and protect the confidentiality of all data in the data warehouse, consistent with applicable state and federal laws and regulations as well as all data sharing agreements and MOUs between the partners, DOE, the SSA and MPR.
- g. DHS will continue to actively participate in all relevant meetings and other events that are organized specifically to address the collaborative data sharing needs of the Wisconsin PROMISE Grant.

- h. DHS will continue to provide all necessary data associated with the Wisconsin PROMISE Grant to the Wisconsin Department of Health Services data warehouse as specified in PROMISE data sharing agreements and comply with all aspects of the data sharing agreements addressing PROMISE Grant activities.

II. COST AND PAYMENT OF SERVICES:

This service is funded entirely through a grant from the US Department of Education, Office of Special Education Programs (OSEP) Cooperative Agreement H418P130004.

The budget for activities performed from 10/01/2019 to 09/30/2020 is \$381,457.00. No carry over funds from previous years shall be applied to this agreement term.

Invoices to be received by DWD/DVR within thirty calendar days after each quarter. Final invoice due and received no later than close of business on 11/30/2020.

Final invoice due date is subject to change and contractor will be notified by DWD/DVR of any changes. Contractor will comply with invoice instructions as directed and, in the timeframe, specified by DWD/DVR.

Invoice Instructions:

Address the invoice as follows:

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

Enter the invoice into STAR as an inter-agency invoice, and then either fax the invoice to (608) 327-6012 (preferred) or e-mail it to Einvoice@dwd.wisconsin.gov.

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

III. REPORTING:

DHS shall comply with the reporting and auditing requirements of the DWD. Any required reports shall be forwarded to the DWD's Contract Administrator according to the schedule of the DWD.

IV. STATE AND FEDERAL RULES AND REGULATIONS:

- a. DHS agrees to meet State and Federal service standards as expressed by State and Federal law applicable to the services covered by this agreement, including 2 CFR Part 200 Uniform Guidance, Section 188 of WIOA, 29 CFR Part 38 WIOA Nondiscrimination & Equal Opp. Regulations and other applicable civil rights laws.
- b. Pursuant to 2019 Wisconsin Executive Order 1, Grantee agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or family status, genetic information or political affiliation.

- c. If a federal agency determines that the DWD paid any amount to DHS under this agreement that is not allowable under federal law, DHS will refund to DWD the amount the federal agency determined that DWD overpaid DHS.
- d. DHS may subcontract part of this agreement only with the prior written approval of DWD. DHS retains responsibility for fulfillment of all terms and conditions of this agreement when it enters into sub-contractual agreements.
- e. If this agreement results in a book or other material, the DWD reserves a royalty-free, non-exclusive irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all material from the approved program.
- f. 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.

V. RECORDS:

- a. DHS shall maintain such records as required by State and Federal law.
- b. DHS 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 DHS' compliance with the specifications of this agreement.
- c. DHS agrees to retain and make available to DWD all program and fiscal records until the audit and subsequent audit resolution processes have been completed.
- d. The use or disclosure by any party of any information concerning eligible individuals who receive services from DHS for any purpose not connected with the administration of DHS' or the DWD's responsibilities under this agreement is prohibited except with the informed, written consent of the eligible individual or the individual's legal guardian.

VI. INDEMNITY:

Each agency agrees that any loss or expenses (including cost and attorney fees) by reason of liability imposed by law will be charged to the agency responsible for the office employee or agent whose activity or inactivity caused the loss or expense.

VII. Civil Rights Compliance:

- a. DHS shall submit a Letter of Assurance of Civil Rights Compliance.
- b. DHS has primary responsibility to take constructive steps to ensure the compliance of its subcontractors. However, where DWD has a direct contract with another Provider subcontractor, the Provider need not obtain a Subcontractor Sub grantee Civil Rights Compliance Plan or monitor that Sub grantee.
- c. DHS agrees to cooperate with DWD in developing, implementing and monitoring corrective action plans that result from complaint investigations or monitoring efforts.

VIII. AGREEMENT 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 agreement.
- 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 agreement.
- c. Revision of this agreement may be made by mutual agreement. The revision will be effective only when the DWD and DHS attach an addendum of amendment to this agreement which is signed by the authorized representative of both parties.
- d. This agreement can be terminated by a 30-day written notice by either party.
- e. DHS shall notify the DWD whenever it is unable to provide the required quality or quantity of services specified. Upon such notification, the DWD shall determine whether such inability will require revision or cancellation of this agreement.
- f. If the DWD finds it necessary to terminate this agreement prior to the stated expiration date for reason other than non-performance by DHS, actual costs incurred by DHS may be reimbursed for an amount determined by mutual agreement of both parties.

IX. CONDITIONS OF THE PARTIES OBLIGATIONS:

- a. This agreement 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 the DWD shall serve to revise or terminate this agreement, except as further agreed to by the parties hereto.
- b. The DWD and DHS understand and agree that no clause, term or condition of this agreement shall be construed to supersede the lawful powers or duties of either party.
- c. It is understood and agreed that the entire agreement 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.

DocuSigned by:

Julie Willems Van Dijk

C778AE357914413

Julie Willems Van Dijk
Deputy Secretary
Department of Health Services

1/9/2020

Date

DocuSigned by:

Delora Newton

3583CE600AC6443

Delora Newton
Division Administrator
DWD-DVR

1/10/2020

Date

DocuSigned by:

JoAnna Richard

4DEB1E3C09204DE

JoAnna Richard
Deputy Secretary
Department of Workforce Development

1/10/2020

Date