

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WISCONSIN DEPARTMENT OF WORKFORCE DEVELOPMENT,
DIVISION OF VOCATIONAL REHABILITATION AND THE
UNIVERSITY OF WISCONSIN MADISON REHABILITATION
PSYCHOLOGY & SPECIAL EDUCATION**

I. PARTIES TO MOU

This AGREEMENT is entered into by the Department of Workforce Development, Division of Vocational Rehabilitation (DVR) identified as the designated State unit responsible for administering the vocational rehabilitation program in accordance with Title I of the Rehabilitation Act, and the University of Madison Rehabilitation Psychology & Special Education (UW)

II. PURPOSE

The purpose of this AGREEMENT is to establish the terms and conditions that will guide the partnership between the agencies to provide a framework for the statistical analysis of DVR's youth data aimed at improving service delivery and outcomes for competitive integrated employment for youth with disabilities, including individuals with the most significant disabilities by outlining:

- Project Goals and Deliverables of the analysis of data and questions to be answered.
- Responsibility and Expectations of each agency to include how data should be protected, financial responsibility and publication of findings.
- Adopting mechanisms for ensuring accountability and resolving conflicts between agencies regarding the implementation of the terms and conditions of the AGREEMENT.

III. BACKGROUND

DVR contracted with San Diego State University to complete the required Comprehensive Statewide Needs Assessment (CSNA). As a part of the CSNA, it was referenced that a high rate of youth leave DVR prior to achieving an employment outcome. Prior to making changes or providing guidance related to service delivery of this population, DVR needs to have a better understanding of what are the current characteristics of service delivery to youth. DVR and UW have a long-standing collaborative relationship to improve outcomes for individuals with disabilities. UW has the ability and expertise in data analysis to provide WI DVR with the information it is seeking. UW's primary role is statistical analysis and evaluation. UW will conduct a

rigorous analysis and evaluation of DVR's youth to provide information to assist DVR to improve the outcomes of participating youth.

IV. DESCRIPTION OF DATA TO BE PROVIDED:

1. Under this agreement, DVR will provide UW with the following data from PY15, 16 and 17:

Data Elements Identified:

- a) Disability
 - b) Age at time of data pull
 - c) Race/Ethnicity
 - d) Services received and date
 - e) County
 - f) Age entering DVR
 - g) Closure information (30, 28, 26, wage, hours worked)
 - h) Retention data
 - i) Social Security status
 - j) Category of Disability
 - k) Graduation status and date of graduation
 - l) Employment 2nd and 4th quarter after exit
2. No personal identifying information will be provided to UW as part of the data elements.
 3. Data will be provided in a secure folder in which only required parties will have access.

V. PROJECT GOALS AND DELIVERABLES:

DVR will provide the data identified in Section IV to UW for the purpose of answering the following questions:

1. When do youth exit DVR without an employment outcome.
 - a) Age
 - b) Graduation status
 - c) Length of time from IPE to closure
 - d) Employment rate 2nd and 4th quarter after exit in relation to length of engagement with DVR
2. When do youth exit DVR with an employment outcome?
 - a) Age
 - b) Wages, hours, job sector
 - c) Credentials attained
 - d) Time from IPE to closure
 - e) Supported employment vs. Non Supported Employment
 - f) Employment rate 2nd and 4th quarter after exit
3. What services and when received contribute to a successful closure for youth?

- 4. Does age at the time of application contribute to a successful closure for youth?
- 5. Are there differences related to Race/Ethnicity, SSI/DI recipients, other demographics?

• **A final project report, written in collaboration with DVR. At a minimum, the report shall address answers and information related to the above questions.**

VI. RESPONSIBILITIES AND EXPECTATIONS

1. Wisconsin DVR. The Wisconsin DVR agency shall:

- a) Within 15 days of the effective date of this agreement, DVR will provide the data elements listed in Section IV in separate fields in a format jointly determined by DVR and UW.

2. University of Madison Rehabilitation Psychology & Special Education shall:

- b) UW will use data provided by DVR statistical purposes and research relating to its evaluation of VR services to youth.
- c) UW will provide the deliverables outlined in Section V.

VII. PROJECT TIMELINE

DATE	MILESTONE
October 1, 2019	Project start
October 15, 2019	Data submissions due
January 1, 2019	Draft report due
February 1, 2019	Final report due

VIII. FINANCIAL RESPONSIBILITY

1) **Wisconsin DVR Responsibilities.** DVR shall extract, cleanse and de-identified a dataset to be provided to the University of Madison Rehabilitation Psychology & Special Education with the use funds under Title VI of the Rehabilitation.

2) **University of Madison Rehabilitation Psychology & Special Education Responsibilities**

- a. UW-Madison RPSE will keep individual level data secure and will only share individual level data with parties identified within the MOU and only for the purpose identified in the MOU. UW-Madison RPSE will not share or publish

analysis results or aggregate data outside of the parties included in this MOU without going through a DVR review and receiving approval from DVR first.

- b. UW-Madison RPSE will analyze the data and submit a draft report to DVR by 8/1/19. The report will not contain any individual level data or information that could reasonably lead to the identification of any such person, unless additional and separate consent is provided. If the parties disagree on the content included in the report and are unable to resolve their disagreement about any comment or proposed revision, then UW-Madison RPSE will notify DVR what comments or revisions it does not accept. DVR can elect to provide UW-Madison RPSE in an official response to be included as an appendix to the report identifying the reasons why DVR disagrees with the findings of the report. The final report will be completed on 2/1/20.

IX. SECURITY OF INFORMATION

1. At a minimum, UW will safeguard DVR's information as follows:
 - a. Access to DVR's records will be restricted to only those authorized employees and officials who need it to perform their official duties in connection with the uses of the information authorized in this MOU.
 - b. DVR's records will be stored in an area at a facility that is physically safe from access by unauthorized persons during duty hours, non-duty hours, and when not in use.
 - c. DVR's records will be processed under the immediate supervision and control of authorized personnel in a manner that will protect the confidentiality of the records, and in such a way that unauthorized persons cannot retrieve any such records by computer, remote terminal, or other means.
 - d. All personnel who will have access to DVR's records will be advised of the confidential nature of the information, the safeguards required to protect the information, and the civil and criminal sanctions for noncompliance contained in applicable Federal laws.
 - e. The equipment, files, and/or documents will be transported under appropriate safeguards.
 - f. In the event of a data security breach, UW will notify DVR of the breach within 1 hour and will cooperate with DVR to provide notification and remediation to all affected parties. The costs associated with any breach (including remediation) on the part of UW will be bore by UW. DVR will assume responsibility for filing a

formal report in accordance with state and local laws. DVR will report any data breaches in accordance with Section I of this agreement.

- g. All UW personnel will be instructed to notify their supervisors of any attempts to gain inappropriate access to DVR information, or records derived from DVR information, whether by bribery, coercion, or other means. UW will report any such instance to DVR's Data Custodian, who will, in turn, immediately report it to the WDWD Systems Security Officer.

X. PUBLICATION / PRESENTATION OF RESULTS

The parties to this AGREEMENT shall:

- 1) Protect the confidentiality of the participants in DVR programs and only represent aggregated data in any public presentation or publication derived from this project.
- 2) Aggregated data broken out geographically shall not be represented in groupings smaller than a county level.
- 3) Small Numbers Standards:
Data for public presentation or publication must:
 1. Suppress all non-zero counts which are less than six.
 2. Suppress rates or proportions derived from those suppressed counts.
 3. Use secondary suppression as needed to assure that suppressed cells cannot be recalculated mathematically.
- 4) Public presentation or publication must cite: Wisconsin Department of Workforce Development, Division of Vocational Rehabilitation
- 5) UW shall deliver to the DVR copies of any final reports, charts, research articles, or other media prior to its publication or release and allow for DVR review and edit or comment if the two parties disagree on reported findings. Once agreed on a final format, all finalized reports, charts, research articles, or other media will be shared with DVR in their final format.

XI. DATA SHARING

The data provided under this AGREEMENT is restricted for the express purposes outlined above and shall not be shared with individuals, organizations or agencies outside of this MOU without the express consent of the Wisconsin VR agency.

XII. LENGTH AND TERMINATION OF AGREEMENT

This AGREEMENT shall take effect upon the date of the last signature affixed hereto and will remain in effect and may be amended or superseded in writing by the mutual consent of the authorized representatives of each agency. This AGREEMENT may be terminated by either party for any reason upon [30 days] written notification transmitted to the agency point of contact. The [30 days] will begin on the date the notification is transmitted electronically, or [5 days] following the postmark date, if notification is mailed.

If any provision of the agreement is held invalid, the remainder of the agreement shall remain in full force and effect, so long as the purpose of the agreement can be continued.


SIGNATURES:

DEPARTMENT OF WORKFORCE DEVELOPMENT

DocuSigned by:

11/1/2019
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JoAnna Richard
DEPUTY SECRETARY, DEPARTMENT OF WORKFORCE DEVELOPMENT

UNIVERSITY OF MADISON REHABILITATION PSYCHOLOGY & SPECIAL EDUCATION



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