

DVR Consumer Experience Survey A G R E E M E N T

This interagency agreement ("Agreement") is effective as of November 1, 2023 through October 31, 2024 by and between the Department of Workforce Development (DWD), on behalf of the Division of Vocational Rehabilitation (DVR), whose principal business address is 201 E. Washington Avenue, Room G 100, Madison, WI 53703, and the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-River Falls (UW-River Falls) whose principal business address is 410 S. 3rd Street, River Falls WI 54022 (collectively, the parties).

The Department of Workforce Development employee responsible for the administration of this Agreement will be Deanna Krell, Service Director, whose principal business address is 201 E. Washington Avenue, Room G 100 Madison, WI 53703. In the event that the Service Director is unable to administer this Agreement, DWD will contact UW-River Falls in writing and designate a new Service Director.

The UW-River Falls employee responsible for administration of this Agreement will be Dr. Shaheer Burney, Director of the Survey Research Center, 715 Wild Rose Ave, River Falls, WI 54022. In the event that Dr. Shaheer Burney is unable to administer this Agreement, UW-River Falls will contact DWD in writing and designate a new administrator.

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

WHEREAS, UW-River Falls is engaged in furnishing the desired services;

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

1. HISTORY AND NEED

In 2019, DVR began the Milwaukee Equity Action Plan which is intended to provide DVR with a better understanding of the employment service needs and perspective of program participants residing in the Central City of Milwaukee. One of the methods DVR will use to collect this information is through surveying program participants.

2. UW-RIVER FALLS PERSONNEL REQUIREMENTS

- A. UW-River Falls shall provide personnel that meet the qualifications described in this Agreement to assist DVR with surveying program participants.
- B. UW-River Falls personnel must meet the following qualifications:
 - i. Experience with survey design, implementation, and distribution.
 - ii. Experience with survey data collection and analysis.
 - iii. Experience with survey methods and software that ensure accurate and reliable data.
 - iv. Knowledge of and experience with cross tabulation analysis and statistical testing of differences between survey respondents.
 - v. Knowledge of and experience with ethical standards for survey research i.e., safety, privacy, confidentiality, and consent of participants.

3. SERVICES TO BE PROVIDED

Personnel provided by UW-River Falls pursuant to Section 2 of this Agreement shall perform the following services:

- A. Develop, test, and distribute surveys to approximately 4,000 consumers participating in the DVR program. Each DVR consumer will receive the survey. Some consumers may receive multiple surveys as they transition through the different stages of the DVR program.
 - i. The survey will be distributed and maintained through Trumpia, an SMS (text messaging) survey platform with automation capabilities. The Trumpia program allows the upload of 7,500 contacts and 1,500 distributions of a five (5)-question survey per month (or 180,000 text messages per year).
 - ii. Respondents will receive approximately five (5) questions (including one opt-in question) through SMS and will respond to each question by sending an SMS. Non-respondents will receive one reminder text.
 - iii. List of contacts will be based on the information provided by DVR and include full name, phone number, and other demographic information in Microsoft Excel or Comma-Separated Values (CSV) format. The contact list will include the phone numbers in a separate column.
 - iv. UW-River Falls will implement the survey for a period of 12 months.

4. PERFORMANCE REQUIREMENTS

- A. UW-River Falls must meet the following Work Effort Measures in performing services under this Agreement. UW-River Falls must demonstrate that it is meeting these measures by completing the following:
 - i. Prepare four (4) quarterly survey reports and one final report at the end of the project's term. The quarterly reports will summarize the results of the survey and contain data analysis to test for the statistical significance of differences between responses from certain demographic groups (male vs. female consumers, senior (65+) vs. younger consumers, BIPOC vs. White consumers, etc.) DVR may specify or modify any additional data analysis that they would like UW-River Falls to include and shall notify the Director in writing.
 - ii. UW-River Falls will provide the first draft of each report to DVR for review. UW-River Falls will include any DVR edits. UW-River Falls will finalize each report and send to DVR in PDF format.
 - iii. Quarterly reports are due to DVR within four (4) weeks of the end of the quarter. The final report will consider all survey data collected over the 12-month period and will also contain a trend analysis. The final report is due to DVR by December 13, 2024.
 - iv. Reports shall be sent via email to: DVRSpecialContracts@dwd.wisconsin.gov.

5. GENERAL OVERSIGHT:

- A. DVR will monitor UW-River Falls' compliance with the terms of this Agreement. DVR may monitor services on a periodic basis or as otherwise determined by DVR.
- B. DVR reserves the right to monitor all aspects of this Agreement, including any program participant complaint regarding the services provided by UW-River Falls.

- C. If DVR receives a notice of complaint regarding the operation of the program by UW-River Falls, UW-River Falls must conduct an administrative review of the complaint. UW-River Falls must provide the results of UW-River Falls' administrative review within fifteen (15) days of the date of the notice under this section unless UW-River Falls requests an extension in writing and DVR approves the extension.
- D. As a result of monitoring, DVR may make recommendations concerning compliance with program requirements, achievement of program performance standards, or the administrative efficiency of the program. DVR may require that UW-River Falls take corrective action to remedy any identified deficiencies.
- E. In cases where UW-River Falls does not meet the Work Effort Measures outlined above, the Service Director will provide notice to UW-River Falls of items that require corrective action and require UW-River Falls to develop and submit a Corrective Action Plan. UW-River Falls' Corrective Action Plan must be submitted within ten (10) business days of the date of the notice under this section, unless UW-River Falls requests, in writing, an extension and DVR approves the extension. Upon receipt of the Corrective Action Plan, DVR will determine if UW-River Falls' Corrective Action Plan is likely to resolve the performance issues that DVR identified, and if so, DVR will approve the Corrective Action Plan and notify UW-River Falls within ten (10) business days. If UW-River Falls fails to submit a satisfactory Corrective Action Plan or fails to follow an approved Corrective Action Plan, DVR, at its discretion, may modify or terminate this Agreement accordingly. Failure to comply with any part of this Agreement may result in modification or termination of the Agreement.

6. COST AND PAYMENT OF SERVICES

- A. Payment for services provided in accordance with the terms and conditions of this Agreement must not exceed the approved pricing amount detailed in **Attachment A: UW-RIVER FALLS PRICING DETAILS**.
- B. UW-River Falls will invoice DVR in two stages: (1) At the beginning of the project to facilitate the purchase of the Trumpia SMS Software-Annual Subscription (\$4,308.00) and (2) For the remaining amount of \$9,627.00 by **December 31, 2024**.
- C. **Invoice Instructions:**

Address the invoice as follows:

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

Or E-mail the invoice to: Einvoice@dwd.wisconsin.gov

There is no need to mail in a hard copy of the invoice if the invoice is emailed to the address above..

- D. **Withholding//Reduction of Funds:** DVR reserves the right to withhold and/or reduce payments due under the terms of the Agreement if UW-River Falls fails to provide Services consistent with this Agreement or fails to meet performance standards as defined in **Section 4 Performance Requirements**.

7. STEVENS AMENDMENT

- A. The Vocational Rehabilitation program receives 78.7 percent of its funding through a grant from the U.S. Department of Education. For Federal fiscal year 2023, the total amount of grant funds awarded were \$70,519,871.00. The remaining 21.3 percent of the costs (\$19,086,065.00) were funded by State appropriations.

8. DWD SYSTEM SECURITY

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

9. SECURITY AWARENESS & TRAINING REQUIREMENTS

- A. UW River Falls personnel must complete the Department of Workforce Development Online Information Technology (IT) Security Awareness Training module (<https://dwd.wisconsin.gov/dvr/service-providers/training/#info-sec>), as well as the UW-System Security Awareness Training per policy found at: <https://www.wisconsin.edu/uw-policies/uw-system-administrative-policies/mandatory-employee-training/> prior to accessing DVR consumer information.
- B. DVR shall notify UW-River Falls when future Department of Workforce Development Online Information Technology (IT) Security Awareness Training modules are available and of completion requirements during the term of this Agreement.
- C. UW-River Falls staff shall complete an annual training on Equity and Inclusion that includes Unconscious Bias provided by the University of Wisconsin System.
- D. Training certificates must be retained by UW-River Falls for three (3) years for audit purposes.

10. CRIMINAL BACKGROUND CHECK

- A. UW-River Falls must 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. 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/>.

11. CONFIDENTIALITY

- A. UW-River Falls must not release Personally Identifiable Information or records regarding any DVR consumer without the prior written informed consent of the individual. In addition, UW-River Falls must safeguard all individual 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 and Wis. Admin. Code Ch. DWD 68, incorporated herein by reference.

- B. UW-River Falls must advise, in good faith, UW-River Falls' agents, employees, successors, assigns, and subcontracted entities of the restrictions. To the extent authorized under the laws of the State of Wisconsin, UW-River Falls shall indemnify and hold DWD harmless from costs, if any, for actions, which arise as a result of noncompliance by UW-River Falls' agents, employees, and officers regarding the restrictions herein.

12. INSURANCE RESPONSIBILITY

- A. Each agency agrees that, as related to this interagency Agreement and to the extent authorized under the laws of the State of Wisconsin, any loss or expenses by reason of liability imposed by law must 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.

13. RECORDS

- A. UW-River Falls shall maintain such records as required by State and Federal law.
- B. UW-River Falls must 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-River Falls' compliance with the specifications of this Agreement.
- C. UW-River Falls agrees to retain and make available to DWD all program and related fiscal records for six (6) years or in accordance with its applicable Records Disposition Authorization 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.

14. NONDISCRIMINATION

- A. Pursuant to 2019 Wisconsin Executive Order 1, UW-River Falls agrees it must 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.
- B. The parties shall not discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The parties shall take affirmative action to ensure equal employment opportunities consistent with state law. The parties shall post in conspicuous places, available for employees and applicants for employment, notices required by law.

15. GENERAL PROVISIONS

- A. This Agreement shall be governed under the laws of the State of Wisconsin. UW-River Falls shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct.
- B. UW-River Falls may subcontract part of this Agreement only with the prior written approval of DWD/DVR. UW-River Falls retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into contractual agreements. If UW-River Falls uses a subcontractor to fulfill any part of this Agreement, it shall require its subcontractor(s) to comply with all applicable terms and conditions of this Agreement.
- C. DVR will retain ownership of all survey data and, upon request, UW-River Falls will provide the full dataset to DVR in CSV format with a code sheet.
- D. DWD reserves a royalty-free, non-exclusive irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all material resulting from this Agreement.
- 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 in writing to DWD.
- F. Any communication(s) mentioning or promoting DVR-funded programs or services related to this Agreement must be shared with DWD at least ten (10) business days prior to publishing. DWD expects that DVR will be mentioned in some way as the funder or a key partner in providing any services being promoted. Given the complexity of communication and the significant variances between different forms of media and promotion, all items of this nature will be handled by DWD on a case-by-case basis.

16. ASSIGNMENT

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

17. CONTRACT REVISIONS AND/OR TERMINATION

- A. Any modifications, additions, or deletions to this Agreement, shall be mutually agreed upon in writing by both parties.
- B. Failure to comply with any part of this Agreement may be considered cause for revision, suspension, or termination of this Agreement.
- C. This Agreement can be terminated by a sixty (60)-day written notice by either party to the other party. Upon termination, DVR agrees to reimburse UW-River Falls for all allowable costs and non-cancelable commitments incurred in its performance of this Agreement but not yet paid.

18. 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 DWD must serve to revise or terminate this Agreement, except as further agreed to by the parties hereto.

- B. DWD and UW-River Falls 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:
Michael Orth 11/2/2023
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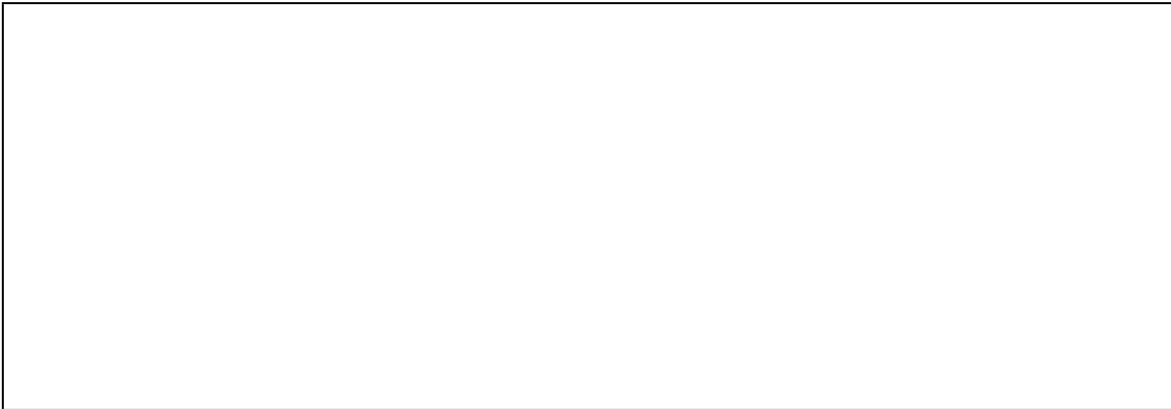
Michael Orth Date
Dean, College of Agriculture, Food, and Environmental Sciences
University of Wisconsin-River Falls

DocuSigned by:
Delora Newton 11/3/2023
3583CE600AC6443

Delora Newton Date
Division Administrator
DWD/Division of Vocational Rehabilitation

DocuSigned by:
Pamela McGillivray 11/8/2023
236276D77EEB448

Pamela McGillivray Date
Deputy Secretary
Department of Workforce Development



Attachment A: UW-RIVER FALLS PRICING DETAILS.

Implementation: survey development, survey testing, development & maintenance of SMS workflow, communication with respondents, IRB submission, etc.	\$3,007
Quarterly Reports (\$1,155 per report)	\$4,620
Final Report (Comprehensive)	\$2,000
Trumpia SMS Software (Annual subscription)	\$4,308
Total	\$13,935