

MEMORANDUM OF AGREEMENT
Annual Outreach & Review Service

This Memorandum of Agreement (MOA or Agreement) is effective as of July 1, 2024 through June 30, 2025 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-Milwaukee whose principal business address is 3203 North Downer Avenue, Milwaukee, WI 53211-3153 hereinafter referred to as UW-Milwaukee (collectively, the parties).

The DWD employee responsible for the administration of this Agreement is Kathleen Enders, DVR Program Development Section Chief, whose principal business address is 201 E. Washington Avenue, Room G 107, Madison, WI 53703. In the event that the Section Chief is unable to administer this Agreement, DWD will notify UW-Milwaukee and designate a new Agreement designee.

WHEREAS, DWD wishes to purchase services from UW-Milwaukee as it is authorized to do so by Wis Stat ss.16.705(d)(e) ; and

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

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

1) HISTORY AND NEED

The Annual Outreach and Review Service began in 2016 as part of a requirement under the Workforce Innovation and Opportunity Act (WIOA) and provides individuals working under sub-minimum wage certificates, career counseling, information, and referrals to federal and state programs and other resources in the individual's geographic area that offer employment-related services and supports designed to enable the individual to explore, discover, experience, and attain competitive integrated employment. This service must be completed for the employee to continue earning a sub-minimum wage and for the sub-minimum wage employer to maintain the required certification, which allows wages to be paid at a rate lower than the minimum wage from the Department of Labor.

2) PROJECT MANAGER AND PERSONNEL REQUIREMENTS

- a) UW-Milwaukee shall provide (1) Project Manager and Career Interviewer Personnel that meet the qualifications described in this MOA.
- b) The Project Manager must meet the following qualifications:
 - i) Masters or Bachelor's degree in Vocational Rehabilitation Counseling, Special Education, Psychology, Human Services, or other related degrees and two (2) or more years of relevant experience.
 - ii) A Wisconsin Professional Counseling License, or equivalent, to be approved by the DVR Contract Specialist.
 - iii) Four (4) or more years of experience working with individuals with disabilities, including supervisory and program management experience.
 - iv) Knowledge of federal and state policies and laws related to individuals with disabilities.

- v) Experience working with motivational interviewing, trauma informed care, career counseling, assessment of subminimum wage, employee needs, and referrals.
- vi) Knowledge of state agencies serving individuals with disabilities.
- vii) Experience and ability to manage projects, meet deadlines, supervise staff, and manage budgets.
- viii) Strong interpersonal and communication skills and the ability to work with subminimum wage employees and stakeholders effectively.
- ix) Ability to manage multiple aspects of a project and meet deadlines.
- x) Ability to manage and work with survey development tools, including database management.
- xi) Ability to manage multiple priorities and deadlines effectively.
- xii) Ability to create, write, and submit reports.
- xiii) Ability to work with a team and independently.
- xiv) Ability to comply with all state and/or federal laws, rules, and regulations and confidentiality requirements.
- xv) Ability to develop and implement a comprehensive training plan for staff.
- xvi) Proficient with technology software such as survey development software, databases, word-processing, and calendaring.
- xvii) Has a valid Wisconsin driver's license or has independent transportation.

c) Career Interviewer Personnel must meet the following qualifications:

- i) Masters or Bachelor's degree in Vocational Rehabilitation Counseling, Special Education, Psychology, Human Services, or other related degrees and two or more years relevant experience.
- ii) Experience working with people with disabilities.
- iii) A background specifically in employment services.
- iv) Experience in career and disability counseling and direct service delivery with people with disabilities and their families.
- v) Ability to manage and work with survey development tools, database management.
- vi) Ability to manage multiple priorities and deadlines effectively.
- vii) Ability to create, write, and submit reports.
- viii) Strong interpersonal and communication skills and ability to work with a wide range of stakeholders.
- ix) Experience or training with motivational interviewing and trauma informed care.
- x) Ability to work within a team and independently.
- xi) Ability to comply with all state and/or federal laws, rules, and regulations and confidentiality requirements.
- xii) Proficient with technology and software such as Outlook, Word, Excel, and other business standard software.
- xiii) Has a valid Wisconsin driver's license or has independent transportation.

d) If UW-Milwaukee does not provide a Project Manager or Career Interviewer Personnel that meet the qualifications outlined in Subsection 2(b) and 2(c), DWD reserves the right to request a replacement and either Party has the right to cancel the MOA.

- e) The Project Manager and Career Interviewer Personnel shall be supervised by UW-Milwaukee. The DVR Program Section Chief, or designee, will provide direction to the Project Manager in matters related to DVR policies and service provision.
- f) The Project Manager and Career Interviewer Personnel must travel in-state on an as needed basis. Travel expenses will be billed monthly and reimbursed to UW-Milwaukee per UW System policy reimbursement rate.
- g) No services shall be provided until an official State of Wisconsin Purchase Order is issued by DWD to UW-Milwaukee.

3) **SERVICES TO BE PROVIDED**

The Project Manager and Career Interviewer Personnel provided by UW-Milwaukee pursuant to Section 2 of this Agreement, shall provide services as described in **Attachment A Scope of Services**.

4) **PERFORMANCE REQUIREMENTS**

- a) DVR will determine if the Agreement will be extended or if DVR will enter into similar agreements in the future, based on the services provided by UW-Milwaukee under Section 3.
- b) UW-Milwaukee will adhere to the reporting requirements described in **Attachment A Scope of Services, Section 9, Reporting Plan**.
- c) UW-Milwaukee will meet with DVR monthly or as otherwise determined by DVR.

5) **General Oversight**

- a) DVR will monitor UW-Milwaukee 's 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 individual complaints regarding the operation of the program by UW-Milwaukee.
- c) If DVR receives a complaint regarding the operation of the program by UW-Milwaukee, UW-Milwaukee must conduct an administrative review of the complaint. UW-Milwaukee must provide the results of UW-Milwaukee 's administrative review of complaint to DVR within 15 days of the date of the complaint under this section unless DVR approves an 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, and DVR may require that UW-Milwaukee take corrective action to remedy any identified deficiencies.

- e) In cases where UW-Milwaukee does not meet work effort/outcome measures, the DVR Contract Administrator will notify UW-Milwaukee of items that require corrective action and require UW-Milwaukee to develop and submit a Corrective Action Plan. UW-Milwaukee's response must be submitted within ten (10) days of the date of the notice under this section unless DVR approves an extension. DVR will determine if UW-Milwaukee's Corrective Action Plan will resolve performance issues as identified by DVR, and if so, DVR will approve the Corrective Action Plan. If UW-Milwaukee fails to submit a satisfactory Corrective Action Plan or fails to follow an approved Corrective Action Plan, DVR, at its discretion, may revise or terminate this Agreement accordingly. Failure to comply with any part of this Agreement may result in revision 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 B: UW-MILWAUKEE PRICING DETAILS**.
- b) UW-Milwaukee shall invoice monthly based on the actual completed interviews at the per interview rate for services rendered during the previous month no later than thirty (30) days after the month's end. Invoices must reference the PO number.
- c) While costs may be incurred prior to execution of this MOA, no costs will be reimbursed until this MOA is fully executed by the parties.

d) **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: 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 step is followed.

- e) Travel expenses are invoiced based on incurred travel expenses and are separate from interview completion. Travel expenses will be billed monthly and reimbursed according to UW policies, but DVR will be invoiced at the state rate for travel. UW-Milwaukee will invoice DVR within one month after the travel was reimbursed by UW-Milwaukee to the traveler. Interviewers may request travel reimbursements from UW-Milwaukee up to 90 days after the travel occurs, however travel reimbursements are generally requested on a weekly or monthly basis and cover a number of interview events in any

single reimbursement.

Supporting documentation will be an exported Excel spreadsheet from “WISER” (the updated UW System Data Mart for PeopleSoft Financials), that lists the travel reimbursement amount (\$), journal posted date payment to WISER (MM/DD/YYYY), and account description (ex: “mileage – in state,” “Day Trip Meals,” “Vehicle Rental,” “Overnight Lodging,” or similar descriptions used in WISER).”

- f) UW-Milwaukee will provide the appropriate workspace, technology, information security, and technical support necessary for the Project Manager and Personnel to perform the services required under this Agreement. Supply charges are included in **Attachment B Pricing Details**.
- g) UW-Milwaukee may provide the appropriate support to allow for remote work arrangements, as deemed necessary or appropriate for the health and safety of the community, for the Project Manager and Personnel to perform the services required under this Agreement.
- h) Any expenses outside of the services identified and travel identified must be pre-approved by DVR prior to any expense being incurred.
- i) Any additional activities requested by DVR outside of the scope of work may require an addendum to cover additional expenses being incurred.

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 2024, 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 and Federal Regulations, including 34 CFR 361.38 and Wis. Admin. Code Ch. DWD 68, UW-Milwaukee is accountable and responsible for all activities associated with the system access accounts and equipment assigned to it by DWD/DVR.

9) **SECURITY AWARENESS & ETHICS TRAINING REQUIREMENT**

- a) The Project Manager and Personnel must complete the Department of Workforce Development Online Information Technology (IT) Security Awareness Training module (<https://dwd.wisconsin.gov/dvt/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/> and related DWD/DVR ethics training as directed for licensed employees, and, in the timeframe as directed.

- b) DVR must notify UW-Milwaukee when future Department of Workforce Development Online Information Technology (IT) Security Awareness Training modules are available and of completion requirements.
- c) UW-Milwaukee 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-Milwaukee for 3 years for audit purposes.

10) CRIMINAL BACKGROUND CHECK

- a) UW-Milwaukee 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) INSURANCE RESPONSIBILITY

- a) Each agency agrees that, as related to this MOA 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 bodily injury, property damage, automobile liability.

12) STATE AND FEDERAL RULES AND REGULATIONS

- a) This Agreement shall be governed under the laws of the State of Wisconsin. UW-Milwaukee 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-Milwaukee may subcontract part of this Agreement only with the prior written approval of DWD. UW-Milwaukee retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into contractual agreements. If UW-Milwaukee 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) 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.
- d) 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.

13) RECORDS

- a) UW-Milwaukee must maintain such records as required by State and Federal law.
- b) UW-Milwaukee must allow inspection of records and programs upon reasonable notice and during regular business hours, 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-Milwaukee's compliance with the specifications of this Agreement.
- c) UW-Milwaukee agrees to retain and make available to DWD 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 and AFFIRMATIVE ACTION REQUIREMENTS

- a) Pursuant to 2019 Wisconsin Executive Order 1, the parties agree that they 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.
- c) The parties represent that they currently have compliant, written affirmative action plans in place.

15) ASSIGNMENT

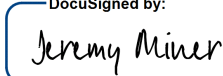
- a) Neither party may assign any rights or duties under this Agreement without the prior written consent of the other party.

16) 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 60-day written notice by either party to the other party. Upon termination, DVR agrees to reimburse UW-Milwaukee for all allowable costs and non-cancelable commitments incurred in its performance of this Agreement but not yet paid.

17) CONDITIONS OF THE PARTIES OBLIGATIONS

- a) This MOA is contingent upon the availability and continued appropriation of federal and state funds and by authorization of state and federal laws. Any material amendment or repeal of the same affecting relevant funding or authority of DWD shall serve to revise or terminate this MOA, except as otherwise agreed to by the parties.
- b) DWD and UW-Milwaukee 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:

555DCE8C12B6453...

Jeremy T. Miner
Associate Director of Pre-Award
Office of Sponsored Programs
University of Wisconsin-Milwaukee

8/30/2024

Date

Signed by:

Meredith Dressel

6792692339344D3...

Meredith Dressel
Division Administrator
Division of Vocational Rehabilitation

9/3/2024

Date

Signed by:

Pamela McGillivray

236276D77EED448...

Pamela McGillivray
Deputy Secretary
Department of Workforce Development

9/3/2024

Date

Attachment A Scope of Services

1) Outreach Plan

- a) At the start of each interview cycle, UW-Milwaukee will contact each 14(c) employer to outline the process and timeline for reaching out to 14(c) employees.
- b) DVR will collaborate with UW-Milwaukee on developing communication used with each 14(c) employee and their family or guardian explaining the purpose and process DVR has been directed to complete per the WIOA federal regulations.
- c) UW-Milwaukee will share communications with the 14(c) employer to share with 14(c) employees.
- d) UW-Milwaukee staff will be available by phone or email to explain the purpose, the process and timeline of services to 14(c) employees, guardians and 14(c) employers.
- e) UW-Milwaukee will collaborate with the 14(c) employer, DVR, the 14(c) employee and their respective family/guardian, and the long-term care funder if requested to make good-faith efforts to schedule interviews.

2) Service Area Plan

- a) UW-Milwaukee will serve all 14(c) employers in Wisconsin. UW-Milwaukee will identify a point of contact who will work within one or more Workforce Development Area (WDA) regions to reach all the areas of the state and use the technology infrastructure available to UW-Milwaukee.

3) Scheduling Plan

- a) Beginning at the date designated as their date of hire by the 14(c) employer, interviews for individuals in their first year of subminimum wage employment will include both career counseling and information about training opportunities once during the first six (6) months of employment beginning with the designated date of hire, once during the second six (6) months of employment beginning with the designated date of hire, and annually thereafter, for the duration of subminimum wage employment. The deadline for these 14(c) employees to receive services is based on the anniversary of the date of their employment at subminimum wage.
- b) A 14(c) employee with a break greater than one year in subminimum wage employment is considered a new employee and will revert to the first-year schedule noted in section (a) above.
- c) UW-Milwaukee will prioritize offering and scheduling in-person interviews for all 14(c) employees in their first year of subminimum wage employment whenever they can be conducted in that manner safely, with the agreement of the 14(c) employee or their guardian and the 14(c) employer.
- d) After the completion of the initial year of employment beginning with the designated date of hire, UW-Milwaukee will conduct outreach to schedule annual interviews thereafter, with the annual interview windows calculated from the anniversary of the designated date

of hire to the day prior to the next anniversary of the designated date of hire. For 14(c) employees whose designated date of hire falls prior to 7/22/2016, that date shall be used to calculate their annual interview windows. In cases where a 14(c) employee, guardian, or 14(c) employer requests an additional interview outside of this normal schedule, UW-Milwaukee shall provide a list of the calculated interview windows and completed interviews as documentation of current interview completion. In cases where a 14(c) employee, guardian, or 14(c) employer continues to request an additional interview outside of this normal schedule after the provision of this current interview completion documentation, UW-Milwaukee shall complete that interview as requested. Meetings shall be invoiced at the Cost Per Individual rate.

- e) Interviews may be conducted through remote options such as telephone or video conference as agreed upon by the 14(c) employer, 14(c) employee, and UW-Milwaukee. UW-Milwaukee should provide interviews remotely for the sake of efficiency in those circumstances where the 14(c) employee can participate in a meaningful way that still meets the requirements of Annual Outreach and Review Service requirements under WIOA. Meetings shall be invoiced at the "Cost Per Individual rate".
- f) UW-Milwaukee will make three (3) good-faith attempts to work with the 14(c) employer to schedule interviews for each of their reported 14(c) employees. UW-Milwaukee will offer an additional remote option in cooperation with the 14(c) employee/guardian and 14(c) employer, but after documenting a total of four (4) good-faith attempts with an individual 14(c) employee, DVR will consider UW-Milwaukee to have met the outreach terms of this contract for that individual 14(c) employee. For the remainder of the active interview cycle, UW-Milwaukee will complete a remote interview, only if the 14(c) employer and 14(c) employee initiate a "drop in" or "last call" interview session.
- g) DVR will monitor UW-Milwaukee's interview schedule and progress in completing interviews statewide based on bi-weekly reporting (see Section 9 Reporting Plan).

4) Meeting Plan

- a) Interviews will be conducted according to the criteria described in Section 3 Scheduling Plan and occur at the 14(c) employer site or via remote options as agreed upon by the 14(c) employer, 14(c) employee, and UW-Milwaukee. Confidentiality will be protected, and accessibility will be a consideration for scheduled meetings.
- b) In cases where interviews are conducted by telephone or video conference, UW-Milwaukee shall continue to meet all requirements stated in the following sections:

Section 5 Informational Components

Section 6 Individual Meeting Components

Section 8 Documentation Provided to the 14(c) Employee

- c) 14(c) employees will be asked to use their own resources to attend the required meetings. Guardians will in many cases be invited to attend and can voluntarily provide transportation.
- d) If transportation assistance is needed (i) UW-Milwaukee will identify 14(c) employees who require arranged transportation, (ii) provide a list of approved transportation vendors, (iii) upon request, assist with arranging the transportation. The information will

be gathered by UW-Milwaukee during outreach attempts to 14(c) employees/employers and sent to DVR via email. The information must include name and contact information of transportation vendor, name of 14(c) employee, pick up and drop off location and times, date of service and cost. Transportation vendors will invoice DVR directly.

- e) DVR will pay UW-Milwaukee \$25.00 per person service fee for those 14(c) employees that require transportation coordination to cover the added cost of coordination.

5) Informational Components

- a) UW-Milwaukee will prepare informational emails and overview documents to send to 14(c) employers for the launch of the interview cycle. DVR will receive materials a minimum of 10 days in advance for review. If DVR has not provided feedback within 10 business days following receipt, UW-Milwaukee may proceed on the presumption of passive approval of communications.
- b) UW-Milwaukee will prepare one-page summary documents to outline the service and federal requirements for the 14(c) employees. The documents will be easy to read and understand and translated by UW-Milwaukee into languages as needed by the 14(c) employee and/or family/guardian.
- c) UW-Milwaukee may use and share publicly available materials and resources related to DVR services, supported, and customized employment, benefits, counseling, regional employment resources, and information about long term care. DVR will provide translated DVR documents for UW-Milwaukee to use in the delivery of service.
- d) DVR will review and approve any printed materials prior to release with a minimum of 10 days in advance for review.
- e) As required by WIOA, the following applies to 14(c) employees employed at a 14(c) worksite with less than 15 employees:
 - i) In addition to the services described above, UW-Milwaukee shall provide resources and materials about local opportunities, training, and activities to participate and learn about self-advocacy, self-determination and peer-mentoring with the 14(c) employee and or guardian related to self-determination and resources on upcoming opportunities to participate in self-determination trainings.
- f) DWD/DVR will provide UW-Milwaukee branded logo information to include on documents approved by DWD/DVR for outreach to 14(c) employees and 14(c) employers.
- g) Conference Attendance/External Events: Any communication mentioning or promoting DVR-funded programs or services must be shared with DVR for review at least 10 days prior to publishing or use.
- h) UW-Milwaukee shall provide prompt acknowledgement, typically within one (1) business day, to requests by DVR for information about individual 14(c) employer and 14(c) employee data. Data will be provided as quickly as is feasible, typically in less than five (5) business days.

6) Individual Meeting Components

- a) UW-Milwaukee shall provide career counseling discussion focused on prevocational skills gained to lead to integrated employment, opportunities for post-secondary education, supported, and customized employment experiences and their outcomes.
- b) UW-Milwaukee will use a questionnaire for information gathering purposes.
- c) UW-Milwaukee will provide the 14(c) employee with a review of resources available in the geographic area of the local, state and federal programs available for the 14(c) employee to access in order to be fully employed in competitive integrated employment, including such things as local supported employment/placement agencies, Job Centers, Benefits Counseling, DVR services and providers, training programs, eligible grants, self-directed employment services such as “Partners in Business” and other options offering a full array of services. The information can include examples of supported and customized employment that reflects people with similar disabilities working in integrated jobs. These can include testimonials from people with disabilities, family members and employers on the benefits of having a job in the community. Explanation and examples of people working in customized jobs will help provide a vision of the types of jobs people may find in the community that matches their skills and interests.
- d) UW-Milwaukee will ask, within the counseling session, about self-advocacy, self-determination, and peer mentoring training that the 14(c) employee has been involved in. The discussion will be inclusive of the 14(c) employee to assist in independent decision-making.
- e) Information will be presented in a manner that is understandable to the 14(c) employee.

7) Conditions for the Individual Meeting:

- a) Language/Translation Service: UW-Milwaukee will ensure that the meeting information is translated as necessary based on the 14(c) employee's need for foreign language translation or sign language.
- b) In cases where a 14(c) employee requires ASL services in order to participate meaningfully in the interview (as requested by the 14(c) employee or their guardian), UW-Milwaukee will schedule and pay for the ASL service(s). UW-Milwaukee shall invoice DVR for actual costs of ASL service(s) and receive reimbursement upon properly submitted invoices and certificates of completion for the individual 14(c) employee(s).
- c) Any costs due to cancellation by UW-Milwaukee will be borne by UW-Milwaukee and DVR will reduce the next payment to UW-Milwaukee accordingly.
- d) If the 14(c) employee requires accommodations other than an ASL interpreter (as requested by the employee or their guardian) in order to participate meaningfully in the interview, UW-Milwaukee will notify DVR of the accommodation request, DVR will then coordinate the accommodation service, and the vendor providing the accommodation service will invoice DVR directly.
- e) UW-Milwaukee will inform 14(c) employers during initial outreach efforts of the expectation that 14(c) employers will communicate with any family members or guardians about the intent and timing of the interviews and allow them the option to participate in the interview. In the case where a guardian does attend an interview, they may also choose to sign the certificate of interview completion.

8) Provision for Partial Delivery of Service:

- a) DVR acknowledges that there may be circumstances where UW-Milwaukee cannot complete the service as described in this Agreement for reasons outside the control of UW-Milwaukee. Upon missed meeting due to a no show on the part of the 14(c) employee, if UW-Milwaukee has completed and documented two additional outreach attempts to reschedule the meeting without success with at least one of the additional attempts being in another form of communication, UW-Milwaukee may invoice for the full amount as a separate line item. Supporting documentation provided to DVR to include 14(c) employer name, 14(c) employee name, dates, and types of outreach. In cases involving travel, UW-Milwaukee will invoice separately for incurred travel costs.
- b) Upon refusal to attend the meeting by a 14(c) employee or guardian, if UW-Milwaukee has completed and documented two additional outreach attempts following the refusal with at least one of the additional attempts being in another form of communication and has collected the signature of the 14(c) employee or the guardian on the refusal document, UW-Milwaukee may invoice for the full amount as a separate line item. Supporting documentation provided to DVR to include 14(c) employer name, 14(c) employee name, dates, and types of outreach. In cases involving travel, UW-Milwaukee will invoice separately for incurred travel costs.

9) Reporting Plan:

- a) Progress Reports: UW-Milwaukee will submit bi-weekly progress reports to DVRSpecialContracts@dwd.wisconsin.gov which will include, but shall not be limited to: the total number of interviews completed to date, 14(c) employer location of completed interviews, estimate of number of remaining interviews, schedule for upcoming interviews i.e. month, 14(c) employer site, approximate number of interviews, etc. as well as other project related updates.
- b) Quarterly Reports: UW-Milwaukee shall collect self-reported data from each individual interview and report summary data quarterly via Excel Spreadsheet. Quarterly reports will be submitted to DVRSpecialContracts@dwd.wisconsin.gov within 45 days of the end of the quarter and report on the following areas:
 - i) Demographic data on the 14(c) employee.
 - ii) Interviews completed and names of employees (included in Excel report).
 - iii) Number in group and number in individual (included in narrative/graphic report).
 - iv) DVR history provided by self-report as: past, current, none, or don't know.
 - v) Current prevocational skill development and goals.
 - vi) Current and past community work experiences, paid jobs, on-the-job trainings (OJTs), job shadows, supported and/or customized employment, Individual Placement and Support (IPS) experiences, etc.
 - vii) Participation in self-advocacy, self-determination and peer mentoring classes, trainings.
 - viii) Post-secondary education certificates, credentials, classes.

- ix) Career interests and aptitudes provided by self-report.
- c) Annual Report due to DVRSpecialContracts@dwd.wisconsin.gov by October 31, 2025. Report to include:
- i) Demographic data on the 14(c) employee.
 - ii) Dates of interviews and who attended.
 - iii) DVR history provided by self-report as: past, current, none, or don't know.
 - iv) Current prevocational skill development and goals.
 - v) Current and past community work experiences, paid jobs, OTJs, job shadows, supported and/or customized employment, Individual Placement and Support (IPS) experiences, etc.
 - vi) Participation in self-advocacy, self-determination and peer mentoring classes, trainings.
 - vii) Post-secondary education certificates, credentials, classes.
 - viii) Career interests and aptitudes provided by self-report.
 - ix) Comparison of data between the previous and subsequent year identifying trends from one year to the next
 - x) The number of 14(c) employees that left 14(c) employment and where they went (if known) based on the number of 14(c) employees who were not interviewed during FY24, who were in FY23 and/or those reported by a 14(c) employer as inactive.
 - xi) The number of 14(c) employees that moved from one 14(c) employer to another (if known).
- d) Documentation Provided to the 14(c) employee:
- i) Collection of required and optional signatures. Required signatures include 14(c) employee, UW-Milwaukee Career Interviewer, and designated DVR staff.
 - (1) At the conclusion of the interview, 14(c) employees will digitally sign the certificate of participation.
 - (a) In the event that the 14(c) employee is unable or unwilling to sign, the UW-Milwaukee Career Interviewer will document the attempt made to obtain the signature on the certificate of participation.
 - (b) In the event that the digital signature capture is unavailable at the time of the interview, the 14(c) employee will be given a physical copy of the certificate of participation to sign, which will be scanned and sent digitally to the UW-Milwaukee Career Interviewer for routing to the 14(c) employer, 14(c) employee, guardian (if applicable), and designated DVR staff.
 - (2) Optional signatures will be added digitally to the certificate of participation by any of the following individuals present at the interview:
 - (a) 14(c) employer
 - (b) guardian
 - (3) UW-Milwaukee Career Interviewers will sign the certificate of participation digitally.
 - (4) A DVR representative will sign the certificate digitally.
 - ii) UW-Milwaukee shall provide the 14(c) employee and DVR a summary document within 45 business days following completion of the individual interview to retain as proof of participation and provision of the service. The documentation will include:

- (1) Name of 14(c) employee (Interviewee).
 - (2) Description of service or activity.
 - (3) Information and referral details provided to the 14(c) employee.
 - (4) Name of 14(c) employer.
 - (5) Date of Service or Activity completed.
 - (6) Signature of 14(c) employee acknowledging completion and guardian (if present).
 - (7) Date of signature(s).
 - (8) Name of UW-Milwaukee Career Interviewer.
 - (9) Signature of UW-Milwaukee Career Interviewer.
 - (10) Date of signature of UW-Milwaukee Career Interviewer.
 - (11) Optional signature of 14(c) employer and date.
 - (12) Method of transmittal: hand delivered, faxed, emailed, US mail, etc.
- iii) If a 14(c) employee (or their representative) after provision of informed choice refuses to participate, UW-Milwaukee shall provide the 14(c) employee and DVR a summary document including the following documentation within 10 business days of the refusal:
- (1) Name of 14(c) employee.
 - (2) Name of 14(c) employer.
 - (3) Description of refusal and reason provided.
 - (4) Signature of 14(c) employee acknowledging refusal and guardian (if present).
 - (5) Date of signature of 14(c) employee.
 - (6) If the 14(c) employee refuses to sign, UW-Milwaukee will work with the 14(c) employer to gain signature or document attempts.
 - (7) Name of UW-Milwaukee Career Interviewer.
 - (8) Signature of UW-Milwaukee Career Interviewer.
 - (9) Date of signature of UW-Milwaukee Career Interviewer.
 - (10) Optional signature of 14(c) employer and date.
 - (11) Method of transmittal: hand-delivered, faxed, emailed, US mail, etc.
- iv) Method of transmittal of final signed certificate of participation:
- (1) UW-Milwaukee will email a copy of the final signed certificate of participation to each 14(c) employee, 14(c) employer, and guardian (if applicable) within 45 days of the interview.
 - (2) In the event that a 14(c) employee or guardian email is returned as undeliverable, UW-Milwaukee will send a physical copy of the final signed certificate of participation by US mail to the mailing address of the 14(c) employee and/or guardian as needed, within five (5) business days of receipt of notice that the email was undeliverable.
In the event that a certificate of completion is sent by US mail and is returned as undeliverable, UW-Milwaukee will collaborate with the 14(c) employer to identify the best means of delivery.
- v) 14(c) employees may request a copy of their certificate of participation for the previous fiscal year after initial sharing of documentation. UW-Milwaukee will provide a response and copy of the certificate within five (5) business days of the request.
- vi) 14(c) employers may request a copy of the certificate of participation for any 14(c)

employee who was interviewed at their site for the previous fiscal year after the initial sharing of the documentation. UW-Milwaukee will provide a response and copy of the certificate within five (5) business days of the request.

10) Security and Training Plan

- a) UW-Milwaukee shall adhere to the information technology (IT) security standards and requirements identified in the Cyber Security Requirements (Exhibit 1-A).
 - i) UW-Milwaukee shall safeguard all 14(c) employee personal information and records to prevent inadvertent or unintentional disclosures. The applicable references for confidential information at the time of this MOA are 34 CFR 361.38 and Wis. Admin. Code Ch. DWD 68.
 - ii) If physical copies of any documents or materials containing confidential information is maintained, UW-Milwaukee shall keep it safe in the event of a fire or other catastrophic event. Confidential Information must be stored in a secure location when not in use, during work hours and after hours. ***The collection of 14(c) employee's Social Security Numbers is strictly prohibited.***
 - iii) 14(c) employee related information cannot be sold or shared with a third party or used for a secondary purpose.
 - iv) In the event that 14(c) employee data in the custody of UW-Milwaukee is lost, stolen, rendered inaccessible, or otherwise compromised or put at risk of misuse, UW-Milwaukee shall notify DVR in writing within 24 hours of becoming aware of the incident, including a copy of any law enforcement report (if applicable). UW-Milwaukee shall cooperate with DVR by providing notice of the data breach to affected 14(c) employees and taking other corrective steps specified by DVR.

Cyber Security Requirements

Exhibit 1-A

- 1) Protect computers containing 14(c) employee information from cyber-attacks by doing the following:
 - a. Ensure all computers are equipped with antivirus software and receive regular patches and updates from software vendors to correct security problems, improve functionality, and defend against viruses, malware, and other online threats.
 - b. Configure all software, (operating system, anti-malware, and applications), to install updates automatically.
 - c. Set antivirus software to run a scan after each update.
- 2) Provide firewall security for Internet connection.
 - d. All operating systems must have a firewall enabled or firewall software installed.
- 3) Backup data and information related to 14(c) employees.
 - e. Data must be backed up at least weekly on all computers storing 14(c) employee information. Data includes email, documents, spreadsheets, databases, financial, human resources, and accounts receivable/payable files.
- 4) Control physical access to computers.
 - f. Store and lock all computers and portable devices containing 14(c) employee information when not in use.
 - g. Use automatic locking after a period of nonuse (*e.g.*, five (5) minutes).
 - h. Password protect all mobile devices containing 14(c) employee information and use data encryption and security apps to prevent unauthorized access while the phone is on public networks.
- 5) Secure Workplace Wi-Fi Networks.
 - i. Ensure the Wi-Fi network is secure, encrypted, and hidden from public access.
 - j. Password protect access to the router.
 - k. Disable guest Wi-Fi access.
- 6) Use secure passwords.
 - l. Use unique passwords and full disk encryption protection.
 - m. Set the operating system to change passwords every three (3) months.
 - n. Use passwords that are at least eight (8) characters, complex, contain a special character like #, \$, and a capitalized letter and changed every 90 days.
- 7) Maintain company policies on cyber security. Policies must include:
 - a. Penalties for violating company information technology security policies.
 - b. Instructions on how to report lost or stolen equipment.
 - c. A requirement that employees may not install software on devices containing 14(c) employee information without permission.

- 8) All employees must be trained on company cyber security policies and sign an acknowledgement that they have received the training.
- 9) Create user accounts for each employee working with 14(c) employee information to control physical access to computers.
- 10) Ensure that all employees understand how to do the following:
 - o. Spot a phishing email.
 - p. Use safe browsing practices.
 - q. Identify and avoid suspicious downloads.
 - r. Create strong passwords.
 - s. Report security incidents involving 14(c) employee information.
- 11) Limit access to data and information.
 - t. Only employees approved to work with 14(c) employees and 14(c) employee information should be given access to the specific computers and data that store 14(c) employee information.
 - u. Limit access to privileged (admin) accounts used to administer servers (if using server-based applications) and individual computers.
 - v. Configure each computer to have a separate login for admin privileges so employees cannot make changes to or update the operating system.