

## **MEMORANDUM OF AGREEMENT**

### **Annual Outreach and Review Service**

This Memorandum of Agreement (MOA or Agreement) is effective as of July 1, 2025 through June 30, 2026 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 University of Wisconsin System Board of Regents 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 or UWM (collectively, the parties).

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 offers 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.

UW-MILWAUKEE is engaged in furnishing the desired services as described in **Attachment A Scope of Services** and in consideration of the mutual undertaking and agreements hereinafter set forth, DWD and UW-MILWAUKEE further agree to the following:

#### **1) PROJECT MANAGER AND CAREER INTERVIEWER 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 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) Manage multiple aspects of a project and meet deadlines.
  - x) Manage and work with survey development tools, including database management.
  - xi) Manage multiple priorities and deadlines effectively.
  - xii) Create, write, and submit reports.
  - xiii) Work with a team and independently.
  - xiv) Must comply with all state and/or federal laws, rules, and regulations and confidentiality requirements.
  - xv) 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) Must have 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) Background specifically in employment services.
  - iv) Experience in career and disability counseling and direct service delivery with people with disabilities and their families.
  - v) Manage and work with survey development tools, database management.
  - vi) Manage multiple priorities and deadlines effectively.
  - vii) 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) Work within a team and independently.
  - xi) Must 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) Must have 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.

**2) SERVICES TO BE PROVIDED**

The Project Manager and Career Interviewer Personnel provided by UW-MILWAUKEE pursuant to Section 1 of this Agreement, shall provide services as described in **Attachment A Scope of Services**.

**3) PERFORMANCE REQUIREMENTS**

- a) UW-MILWAUKEE agrees to perform and provide all services and requirements as detailed in Attachment A, Scope of Services.
- b) 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 Attachment A – Scope of Services.
- c) UW-MILWAUKEE will meet with DVR quarterly or as otherwise determined by DVR.

**4) GENERAL OVERSIGHT**

- a) DVR will monitor UW-MILWAUKEE 's compliance with the terms of this Agreement, including individual complaints regarding the operation of the program by UW-MILWAUKEE. DVR may monitor services on a periodic basis or as otherwise determined by DVR.
- b) If DVR receives a complaint regarding UW-MILWAUKEE's operation of the program, UW-MILWAUKEE must conduct an administrative review of the complaint. UW-MILWAUKEE must provide the results of the administrative review to DVR within fifteen (15) business days of the date of the complaint under this section unless an extension is requested by UW-MILWAUKEE and granted by DVR.
- c) 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.
- d) 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. Failure to comply with any part of this Agreement may result in termination of the Agreement.

**5) 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 of \$304.32 for services rendered during the previous month no later than thirty (30) days after the month's end. Invoices must reference the PO number. **Final invoice is due by July 30, 2026.**
- c) While costs may be incurred prior to execution of this MOA, no costs will be reimbursed until this MOA is fully executed by all 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](mailto: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 UW-MILWAUKEE per UW System 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 must be submitted to DVR listing the travel reimbursement amount (\$), journal posted date payment, and account description (ex: "mileage – in state," "Day Trip Meals," "Vehicle Rental," "Overnight Lodging," or similar descriptions used in UW-MILWAUKEE fiscal management system)."

- f) UW-MILWAUKEE will provide the appropriate workspace, technology, information

security, and technical support necessary for the Project Manager and Career Interviewer Personnel to perform the services required under this Agreement.

- g) UW-MILWAUKEE may provide the support to allow for remote work arrangements, as deemed necessary or for the health and safety of the community, for the Project Manager and Career Interviewer Personnel to perform the services required under this Agreement.
- h) Any expenses outside of the services 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 will require an amendment signed by both parties; to cover any additional expenses being incurred.

**6) CONTACTS**

DWD:

Deanna Krell

DVR Bureau of Management Services Director,

Deanna.Krell@dwd.wisconsin.gov

201 E. Washington Avenue, Room G 107, Madison, WI 53703.

UW-Milwaukee:

Elizabeth Watson

Research Center Director | Center for Inclusive Transition, Education, & Employment

College of Community Engagement and Professions

School of Education | Helen Bader School of Welfare | School of Information Studies

[watson@uwm.edu](mailto:watson@uwm.edu)

2400 E Hartford Ave, Milwaukee, WI 53211

If there is a change in the Agreement designee(s), each party shall provide written notice of the change as soon as practical.

**7) WITHHOLDING/REDUCTION OF FUNDS**

- a) DVR reserves the right to withhold and/or reduce payments due under the terms of the Agreement if UW-MILWAUKEE fails to provide Services consistent with this Agreement or fails to meet performance standards as defined in **Section 3 Performance Requirements** after written notification to UW-MILWAUKEE.
- b) DVR reserves the right to conduct an invoicing audit under Section 14 Records during the term of this project. If DVR finds an invoicing discrepancy as the result of an invoicing audit, DVR will notify UW-MILWAUKEE in writing of the invoice discrepancy. UW-MILWAUKEE must respond within ten (10) business days to DVR as outlined in the invoice discrepancy notice.

**8) USE OF FEDERAL FUNDS**

- a) This is an acknowledgement that Federal funds will be used to fund a portion of this Agreement. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Agreement.

**9) DWD SYSTEM SECURITY**

- a) All UW MILWAUKEE technology used in conjunction with the work being performed under this Agreement, shall 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 technology used for the purposes regarding work being performed for DWD/DVR under this Agreement.

**10) TRAINING REQUIREMENTS**

- a) The Project Manager and Career Interviewer 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/>. DWD/DVR may also require additional ethics training and any cost for any required trainings will be reimbursed by DWD/DVR.
- 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) Training certificates or verification of completed training must be retained by UW-MILWAUKEE for four (4) years after the end of this Agreement period, for audit purposes.

**11) 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/>

**12) 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.

**13) 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 including, but not limited to:
  - i) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition on all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury Department's implementing regulation at 31 CFR Part 19.
  - ii) Byrd-Anti-Lobbying Amendment, 31 USC 1352.
  - iii) Clean Air Act, 42 U.S.C. 7401 et seq., and the federal Water Pollution Control Act, 33 U.S.C. 1251-1387, as amended.
  - iv) Whistleblower Protection, 41 U.S.C. 4712.
  - v) Titles VI and VII of the Civil Rights Act of 1964.
  - vi) Title IX of the Education Amendments of 1972.
- b) 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.
- c) 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.

**14) RECORDS**

- a) UW-MILWAUKEE agrees to retain and make available to DWD program and related fiscal records for four (4) years 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.
- b) UW-MILWAUKEE must maintain such records as required by part (a) of this Section and State and Federal laws 2 CFR 200.334 and Wis Stats 16.61.
- c) 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.

**15) NONDISCRIMINATION and AFFIRMATIVE ACTION REQUIREMENTS**

- a) In connection with the performance of work under this Agreement, UW Milwaukee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, sex, physical condition, developmental disability as defined in s.51.01(5) Wis. Stat., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, the employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

UW Milwaukee agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment

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

**16) ASSIGNMENT**

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

**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-MILWAUKEE for all allowable costs and non-cancelable commitments incurred in its performance of this Agreement but not yet paid.

- d) This Agreement is made contingent on availability of funding. In the event of elimination of or any reduction in funding by the U.S. Department of Education for this grant program, DWD may terminate this Agreement without penalty or further obligation. DWD shall provide notice, in writing, of termination due to loss and/or reduction in funding, and any such termination pursuant to this paragraph will be effective upon the date of the written notice, unless otherwise indicated. Notice by email is deemed sufficient.

**18) 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 amendment) exceeds sixty (60) days inclusive of the two signature dates.

Signed by:  
  
77E3E06BD4B34C7  
 \_\_\_\_\_  
 Jeremy T. Miner  
 Associate Director of Pre-Award  
 Office of Sponsored Programs  
 University of Wisconsin-Milwaukee

9/16/2025  
 \_\_\_\_\_  
 Date

Signed by:  
  
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 \_\_\_\_\_  
 Meredith Dressel  
 Division Administrator  
 Division of Vocational Rehabilitation

9/16/2025  
 \_\_\_\_\_  
 Date

Signed by:

*Pamela McGillivray*

236276D77EED448

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Pamela McGillivray  
Deputy Secretary  
Department of Workforce Development

9/16/2025

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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 career counseling and information and referral services as defined by 34 CFR 397.40(a) 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) 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.
- d) 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. After documenting a total of three (3) good-faith attempts with an individual 14(c) employee, DVR will consider UW-MILWAUKEE to have met the outreach terms of this Agreement for that individual 14(c) employee. For the remainder of the active interview cycle, UW-MILWAUKEE will complete an 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's 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 9(d) Documentation Provided to the 14(c) Employee

- c) 14(c) employees will be asked to coordinate their own transportation 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 UW-Milwaukee 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 eight (8) business days in advance for review. If DVR has not provided feedback within eight (8) 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. UW-MILWAUKEE will send the one-page summary document to DVR a minimum of eight (8) business days in advance for review. If DVR has not provided feedback within eight (8) business days following receipt, UW-MILWAUKEE may proceed on the presumption of passive approval of communications.
- 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 8 business 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 career counseling and information and referral services as defined by 34 CFR 397.40(a) described above, UW-MILWAUKEE shall inform the 14(c) employees and provide resources and materials related to self-advocacy, self-determination and peer-mentoring according to 34 CFR 397.40(b).
- 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 8 business 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 and information, and referral 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.
  - f) UW-MILWAUKEE shall provide DWD/DVR a copy of each document provided to the 14(c) employee and/or used to facilitate services identified under this section within thirty (30) business days of the start of the interview cycle.
- 7) Conditions for the Individual Meeting:
- a) Language/Translation Service: UW-MILWAUKEE will translate the meeting information based on the 14(c) employee's and/or family/guardian'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 certificate 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.
- 8) Provision for Partial Delivery of Service:
- a) DVR acknowledges that there may be circumstances where UW-MILWAUKEE cannot complete the services described for reasons outside of UW-MILWAUKEE's control. In cases where a 14(c) employee is a no-show or refuses to participate in the initial scheduled remote meeting, as agreed upon by the 14(c) employee, UW-MILWAUKEE

may not invoice as a no-show or refusal to participate until further actions are taken, as described below in part (b) of this Section.

- b) If UW-MILWAUKEE has completed and documented two (2) additional outreach attempts to reschedule the meeting, with at least one of the additional attempts being in another form of communication, UW-MILWAUKEE may then invoice for a \$75.00 no-show/refusal fee. If, after UW-Milwaukee invoices for the \$75.00 no-show/refusal fee, the interview is fully completed (either remotely or in-person) at the request of the 14(c) employee or 14(c) employer, UW-Milwaukee may invoice for the full cost of the per person interview rate. In this instance, UW-Milwaukee will also invoice for any incurred travel costs for an in-person interview, as a separate line item.

9) Reporting Plan:

- a) Progress Reports: UW-MILWAUKEE will submit bi-weekly progress reports to [DVRSpecialContracts@dwd.wisconsin.gov](mailto: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](mailto:DVRSpecialContracts@dwd.wisconsin.gov) within forty-five (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](mailto:DVRSpecialContracts@dwd.wisconsin.gov) by October 31, 2026.  
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 FY25, who were in FY24 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.
    - 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.
    - 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 to sign, which will be scanned and sent digitally to the UW-MILWAUKEE Career Interviewer for routing.
  - 2) Optional signatures will be added digitally to the certificate 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 digitally.
  - 4) A DVR representative will sign the certificate digitally.
- ii) DVR will receive the Career Interview Certificate (certificate) from UW-MILWAUKEE within forty-five (45) business days following completion of the individual interview and DVR will provide a copy of the certificate to the 14(c) employee 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: US mail, hand delivered, faxed, emailed, etc.
- iii) If a 14(c) employee (or their representative) after provision of informed choice refuses to participate, UW-MILWAUKEE shall provide DVR the certificate including the following documentation within ten (10) business days of the refusal:
- 1) Name of 14(c) employee.
  - 2) Name of 14(c) employer.
  - 3) Description of refusal and reason if provided.
  - 4) Attempted 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 make a single attempt 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: US mail, hand-delivered, faxed, emailed, etc.
- iv) Method of transmittal of the certificate:
- 1) UW Milwaukee will prepare the certificates signed by the 14(c) employee, UW-Milwaukee and DVR for the distribution to the 14(c) employee by DVR. UW-Milwaukee will provide DVR individually addressed envelopes for the certificates that will be mailed by DVR to the 14(c) employee at their employment location within forty-five (45) days of the interview or the last attempted interview. In the event that a certificate sent by US mail is returned as undeliverable, DVR will notify UW-Milwaukee who will collaborate with the 14(c) employer to identify the best means of delivery to the 14(c) employee.
- v) 14(c) employees may request a copy of their certificate for the previous fiscal year from DVR or UW-MILWAUKEE and the agency receiving such request 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 for any 14(c) employee who was interviewed at their site for the previous fiscal year from DVR or UW MILWAUKEE. The 14(c) employer's request must include a release of information form signed by the 14(c) employee or their guardian if applicable. The agency receiving such request will provide a response and copy of the certificate within five (5) business days of a fully completed 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.
  - a) All operating systems must have a firewall enabled or firewall software installed.
- 3) Backup data and information related to 14(c) employees.
  - a) 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.
  - a) Store and lock all computers and portable devices containing 14(c) employee information when not in use.
  - b) Use automatic locking after a period of nonuse (*e.g.*, five (5) minutes).
  - c) 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.
  - a) Ensure the Wi-Fi network is secure, encrypted, and hidden from public access.
  - b) Password protect access to the router.
  - d) Disable guest Wi-Fi access.
- 6) Use secure passwords.
  - a) Use unique passwords and full disk encryption protection.
  - b) Set the operating system to change passwords every three (3) months.
  - c) 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:
  - a) Spot a phishing email.
  - b) Use safe browsing practices.
  - c) Identify and avoid suspicious downloads.
  - d) Create strong passwords.
  - e) Report security incidents involving 14(c) employee information.
- 11) Limit access to data and information.
  - a) 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.
  - b) Limit access to privileged (admin) accounts used to administer servers (if using server-based applications) and individual computers.
  - c) Configure each computer to have a separate login for admin privileges so employees cannot make changes to or update the operating system.