

MEMORANDUM OF AGREEMENT BETWEEN

THE DIVISION OF HEARINGS AND APPEALS AND

THE DEPARTMENT OF WORKFORCE DEVELOPMENT, DIVISION OF VOCATIONAL REHABILITATION

I. Preamble

The Department of Workforce Development (DWD), Division of Vocational Rehabilitation (DVR) administers the vocational rehabilitation program pursuant to 29 USC 701 and 7961, 34 CFR Part 361 Chapter 47 Wis. Stats., and Wisconsin Administrative Code DWD Chapter 60, 65, 68, and 75. DVR provides vocational rehabilitation services for individuals with disabilities so that such individuals may prepare for and engage in gainful employment. Any person aggrieved by a determination of eligibility or ineligibility for vocational rehabilitation services or by the furnishing or denial of vocational rehabilitation services may commence an appeal as provided under rules promulgated by the department under sec. 47.02(5), Wis. Stats. and 34 CFR Part 361.57. In addition, the DWD administers the Randolph Sheppard Act (20 USC 107) as further regulated in 34 CFR 395.13 and Wis. Admn. Code DWD Ch. 60. Pursuant to 227.43 (1m) and (2)(e), Wis. Stats., the Division of Hearings and Appeals (DHA) may contract with a Department to provide impartial hearings and contested case hearing services and set fees for these services. These services include the appointment of administrative law judges (ALJ) to conduct hearings, and to make findings and orders pursuant to DWD 75. In order to meet its obligations for impartial due process hearings under 34 CFR 361.57 and evidentiary hearings under 34 CFR 395.13, DWD enters into this agreement with the DHA.

II. Agreement

DWD-DVR and DHA agree that DHA shall conduct impartial hearings for DVR arising under 34 CFR Part 361, sec. 47.02(5) Wis. Stats., and evidentiary hearings of decisions made under 34 CFR 395.13 and Wis. Admin. Code DWD §60.05 for the period from March 1, 2014 continuing through to July 1, 2015. DHA will ensure impartial and properly trained hearing officers are assigned to each case, that decisions are timely issued and served, and that the hearing records are maintained and returned to the DWD at the conclusion of the appeal hearing. DWD-DVR agrees to provide necessary training to the hearing officers regarding its programs and the rehabilitation case process.

DWD will pay DHA for the costs incurred under this agreement in the amount of \$90,000 per year, for a total of \$120,000 for the term of this agreement. Payments shall be invoiced and made quarterly. Unless modified or terminated by the parties at least 90 days prior to its expiration, this agreement will automatically renew for an additional one fiscal year period under the same agreed-upon terms. If the contract renews, the amount due to the DHA will be that amount due for the previous fiscal year or another amount mutually agreed upon by the parties. At least annually, the Administrator of DHA will meet with the Division Administrator of DVR, or designee, to discuss the

effectiveness of the services being provided pursuant to this agreement. Modifications to the agreement may be made by mutual agreement.

III. Decisions

Following the close of the record in each contested hearing, the ALJ provided and assigned by DHA shall prepare an administrative decision, including findings of fact, conclusions of law, opinion and order. The decision shall be served electronically and by mail or personal service, pursuant to Wis. Stat. sec. 227.48, on all parties to the proceeding and upon the DVR hearing procedures in 34 CFR 361.57 and 395.13 and Wis. Admin. Code Chapters DWD 75 and 60.05, where applicable, and where those procedures are silent, Wis. Admin. Code HA 1, and Wis. Stats. sec. 227.46, will be adhered to in making the decision in all cases conducted pursuant to this agreement. The ALJ shall issue a final decision as authorized by Wis. Admin. Code Chapter DWD 75 or 60.05, or as otherwise requested by DWD.

IV. Responsibilities of the Impartial Hearing Parties

Other miscellaneous costs and expenses, such as court reporter, translator, transcriptionist, subpoena, service and witness fees, are the separate responsibility of the parties to the hearing. DHA does not incur responsibility for these costs and expenses.

V. Records

Following the completion of any case closed under this agreement, any files and records generated by DHA in that case will be considered the files and records of DWD/DVR and will be returned to DWD/DVR within a reasonable time following the expiration of any controlling appeal period. DHA will not be the custodian for these records. DWD/DVR will be responsible for assembling, procuring and required transcription, and submitting the record for review in matters which are appealed by one of the parties. DWD/DVR will also be responsible for representing or requesting representation for appeals.

VI. Application of Administrative Rules

Hearings conducted under this agreement shall be consistent with state and federal laws and shall be held in accordance with applicable administrative rules promulgated by the federal government and DWD. In the event that DWD rules do not apply to issues before an ALJ conducting a hearing pursuant to this agreement, DHA may apply rules contained in Wis. Admin. Code Chapter HA 1, to the extent consistent with Wisconsin Statutes.

VII. Litigation

DWD agrees to be responsible for the management of all disputes and suits at law or in equity arising out of this agreement.

VIII. Record Keeping

DHA agrees to provide documentation for each case showing the time spent on administrative, hearing, pre-hearing, research, and writing pertaining to that case.

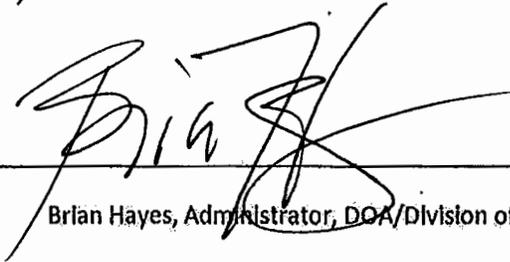
DHA also agrees to provide to DWD the data needed to complete the annual report, as described in the appendix, or as modified by mutual agreement.

DHA agrees to track and report actual costs incurred, and assure DVR funds received under this agreement will be spent solely on DVR activities.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this

21 day of February 2014, in Madison, Wisconsin.

By:

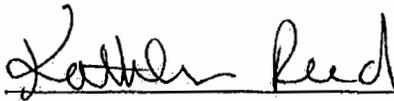


Date:

2/21/14

Brian Hayes, Administrator, DOA/Division of Hearings and Appeals

By:

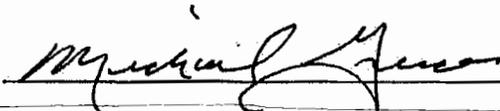


Date:

2/21/14

Kathleen Reed, Division Admin., DWD/Div. of Administrative Services

By:



Date:

2/21/14

Michael Greco, Division Admin., DWD/Div. of Vocational Rehabilitation