

**DVR STATEWIDE SERVICE PROVIDER AGREEMENT
TERMS AND CONDITIONS
2020-2022**

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These terms and conditions apply to the Service Provider Agreement (Agreement) entered into by the State of Wisconsin, Department of Workforce Development, Division of Vocational Rehabilitation (DVR), and the Service Provider (Service Provider) named in the Service Provider Agreement Signature Form (collectively the parties).

1. Services

Statewide rehabilitation services include: Work Incentive Benefits Analysis, Internship/Temporary Work, Systematic Instruction, Job Preparation, Development and Placement, Supported Employment, Vocational Evaluation, IPS Supported Employment, and Customized Employment. The Service Provider may only provide the rehabilitation services identified in the Agreement to DVR consumers. Additionally, the Service Provider may only provide these services within the counties identified in the Agreement.

All Statewide services must be provided according to the DVR Technical Specifications, available at: <https://dwd.wisconsin.gov/dvr/service-providers/tech-specs/>. The Service Provider is responsible for providing services in accordance with the most current DVR Technical Specifications. DVR will notify the Service Provider via email if it makes updates to the DVR Technical Specifications during the term of the Agreement.

DVR staff will work with individual DVR consumers to select the services and service provider that best meets the needs of the DVR consumer. After making these selections, DVR staff will refer the DVR consumer to the selected service provider and issue a purchase order to the selected service provider in the provider portal system. **The Service Provider shall not provide any services to a DVR consumer prior to receiving a purchase order for the requested services.** DVR is not required to pay the Service Provider for any services it provides to DVR consumers prior DVR issuing a purchase order for such services.

Services provided under this Agreement, must be consistent with the consumer's interests and employment goals. Additionally, employment whether through an Internship/Temporary Work and/or permanent employment, must be in an integrated community work site with wages commensurate with those paid to others performing the same or similar work.

DVR cannot and does not assure that the Service Provider will receive any referrals or purchase orders under this Service Agreement.

The Service Provider is responsible for providing all equipment necessary for providing the requested services to DVR consumers; including, but not limited to own office equipment (e.g., telephones, supplies, etc.) insurance, advertising and promotional materials, utilities.

2. Independent Contractor

The parties hereto agree that the Service Provider, its officers, agents, and employees, in the performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The Service Provider agrees to take such steps as may be necessary to ensure that each subcontractor of the Service Provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the state.

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3. State and Federal Terms and Conditions

3.1. Applicable Law and Compliance

This Agreement shall be governed under the laws of the State of Wisconsin. The Service Provider 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. The State of Wisconsin reserves the right to cancel this Agreement if the Service Provider fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this Agreement with any federally debarred Service Provider or a Service Provider that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

3.2. Nondiscrimination/Affirmative Action

In connection with the performance of work under this contract, the Service Provider agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: 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. Except with respect to sexual orientation, the Service Provider further agrees to take affirmative action to ensure equal employment opportunities.

- a. The Service Provider 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.
- b. Failure to comply with the conditions of this clause may result in the Service Provider's becoming declared an "ineligible" Service Provider, termination of the contract, or withholding of payment.
- c. Pursuant to 2019 Wisconsin Executive Order 1, Service Provider agrees 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 familial status, genetic information or political affiliation.

3.3. Civil Rights Compliance

The Provider agrees to comply with state and federal law applicable to the services covered by this Agreement, including the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975, title II of the Americans with Disabilities Act (42 U.S.C. § 12132), title VI of the Civil Rights Act of 1964, and their respective implementing regulations.

The Service Provider also agrees that all services provided under this Agreement meet conditions under state and federal civil rights compliance requirements, including Section 188 of the Workforce Opportunity and Innovation Act and its implementing provisions found in 29 CFR Part 38. Further, the Service Provider agrees to comply with all guidelines issued by the DVR to ensure implementation of these and other related state and federal requirements.

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3.4. Insurance Responsibility

The Service Provider performing services for the State of Wisconsin shall:

- a. Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work. If required, the Service Provider must provide DVR with a certificate demonstrating that the Service Provider has worker's compensation insurance as outlined in Wisconsin Statutes.
- b. Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations.
- c. The state reserves the right to require higher or allow lower limits where warranted.

3.5. Public Records Access

Pursuant to §19.36 (3), Wis. Stats., all records of the Service Provider that are produced or collected under this Agreement may be subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this Agreement, the Service Provider shall provide the requested records to DVR. The Service Provider, following final payment, shall retain all records produced or collected under this Agreement for three (3) years.

3.6. Disclosure

If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this Agreement, and if this Agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this Service Provider Agreement is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

3.7. Employment

3.7.1 Engaging the Services of State Employees

The Service Provider will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.

3.7.2 Dual Employment

Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same

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year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

3.8. Hold Harmless

The Service Provider will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Service Provider, or of any of its sub-agreement agencies, in prosecuting work under this Service Agreement.

3.9. Use of Federal Funds

Federal funds will be used to fund a portion of the work performed under this Service Agreement. The Federal Government is not a party to this Service Provider Agreement and is not subject to any obligations or liabilities to the Service Provider or any other party pertaining to any matter resulting from the Service Agreement.

The Wisconsin DVR program receives 78.7 percent of its funding through a grant from the U.S. Department of Education. For federal fiscal year 2020, the total amount of grant funds awarded were \$64,027,993. The remaining 21.3 percent of the costs (\$17,329,051) were funded by Wisconsin state appropriations.

4. Program Specific Terms and Conditions

4.1. Requirement to Accept Referrals

The Service Provider must accept all referrals DVR makes for authorized consumers. Prior to rejecting any DVR referral or severing an agreement to perform services for an authorized consumer, the Service Provider must obtain approval from the Workforce Development Area (WDA) Director or Designee.

4.2. Requirements for Meeting Spaces

The Service Provider shall provide accessible, confidential meeting space which is readily available to serve DVR consumers. The DVR consumer must provide verbal or written consent to the Service Provider approving the space and location prior to any meetings or other business conducted under this Agreement. Accessible space is space meeting the Americans with Disabilities Act (ADA) requirements, see <https://www.ada.gov/>. Confidential space is space that allows for conversations not intended to be known publicly to be kept secret.

4.3. Progress Reports

Service Providers must submit state service reports to DVR. These reports must meet the DVR Statewide Technical Specification Reporting Requirements referenced in **Section 1 Services**. The Service Provider must submit these reports via the URL web portal (electronically uploading one document at a time), fax, or email. The preferred method for submitting statewide service reports to DVR is via the URL web portal. ***The process for submitting statewide reports to DVR is subject to change; Service Providers must comply with any changes DVR makes to submission requirements during the term of the Service Agreement.***

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DVR occasionally updates the reporting templates, and it is Service Provider's responsibility to use the most current template. If the Service Provider does not use the report forms for statewide services found at the DVR website, DVR will automatically reject the report without notice 60 days after any updates have been made per the [DVR Service Provider Technical Specifications](#).

To use the URL web portal, the Service Provider must identify an individual or individuals who will be granted access to the application. The staff person must obtain an account, the same one that is needed for access to Job Center of Wisconsin and register it with their personal information on the service provider website.

- Fax: Statewide service reports with the DVR specialized header can be faxed to 608-327-6014. Reports without a header can be faxed toll free to 1-888-693-3479.
- Email: Reports can be emailed to DVRSCAN@dwd.wisconsin.gov.
- If unable to use the URL web portal, fax, or email, reports can be mailed to CSS Scanning Unit, PO Box 8927, Madison, WI 53708-8927.

Providers must include the DVR (IRIS) case number on all reports. The IRIS number can be retrieved from the purchase order, case notes or other referral information from DVR. If the IRIS number is not available, the Service Provider must include the consumer's full first and last name.

Additional information regarding options for submitting reports is available in the [Scanning Information tab](#) on the DVR Service Provider website.

4.4. Promotional Advertising, News Releases, and Communications

The Service Provider shall comply with Communications Policy and Guidance for DVR Service Providers, which can be found on the [Agreement References](#) webpage, when making any news releases or communications related to this Agreement or conducting any promotional advertising. If DVR updates this document during the term of the Service Agreement, the Service Provider shall comply with the latest version.

4.5. Contracting with Minority Businesses

The State of Wisconsin has a goal of placing five (5) percent of its total purchasing dollars with certified minority businesses. Authority for this program is found at ss. (2), 16.74(4), 16.766 and 560.036(2) Wis. Stats. DVR is committed to the promotion of minority business in the State's purchasing program. If the Provider subcontracts with other entities, it is encouraged to have subcontracts with minority businesses.

4.6. Restriction on Solicitation/Informed Choice

The Workforce and Innovation Opportunity Act (WIOA), 34 U.S.C. § 361.52, requires DVR to assure that applicants and recipients of services or, as appropriate, their representatives are provided information and support services to assist applicants and recipients of services in exercising informed choice throughout the rehabilitation process. Accordingly, the Service Provider shall not take any actions adverse to the consumer's rights or exercise of informed choice. Additionally, the Service Provider, including staff and subcontractors, cannot directly solicit DVR consumers for services (*i.e.* asking for or trying to directly obtain a DVR referral from a prospective or current DVR consumer).

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For more information on acceptable and non-acceptable service provider interactions with consumers to inform them of services offered, Service Providers should contact the DVR Contract Specialist.

4.7. Restrictions on the Provision of Services

4.7.1 DVR Consumers as Service Providers

A current DVR consumer may not become a DVR service provider for the purposes of self-employment. However, an existing service provider may hire a DVR consumer if it obtains approval from the WDA Director or Designee prior to making an offer of employment.

4.7.2 Providing Services under Multiple Service Agreements

The Service Provider's employee(s) or contractor(s) are permitted to work under multiple DVR Service Agreements if the employee(s) and/or contractor(s) obtain approval from the WDA Director, Supervisor, or Designee and the DVR Contract Specialist before providing services under multiple service agreements.

4.7.3 Service Agreement Main Contacts

An individual cannot serve as a main contact on more than one DVR Service Agreement.

4.7.4 School District Employees as Service Providers

Service provider personnel or contractors who are also school district employees are prohibited from providing DVR services to consumers who attend school(s) where the service provider personnel are employed.

4.7.5 Conflicts of Interest

Service providers may not provide services to a DVR consumer if providing such services would be a conflict of interest. The Service Provider must take all necessary steps to avoid real and apparent conflicts of interest, including implementing policies and procedures covering conflicts of interest.

If the Service Provider identifies any real or potential conflicts of interest in performing services under this Agreement, the Service Provider must report these conflicts or potential conflicts to the WDA Director, Supervisor, or designee within two business days of when the Service Provider knew or should have known of the conflict. The WDA Director, Supervisor, or designee will work with the Service Provider to determine if the conflict can be mitigated. If the conflict cannot be mitigated, the DVR counselor will work with the consumer to find a different service provider to provide services. If the Service Provider fails to report a known conflict of interest to DVR and proceeds with providing services to the consumer(s) with which the conflict exists, then DVR may consider that action grounds for terminating this Agreement. In that instance, DVR has the discretion to terminate this Agreement without providing the Service Provider the opportunity to cure.

A conflict of interest means a situation in which a Service Provider, including its personnel and/or subcontractors, has a financial interest, personal activity, or relationship that could impair the Service Provider's ability to act impartially and in the best interest of the DVR consumer when performing services under this Agreement.

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Examples of conflicts of interest include, but are not limited to, a service provider helping a consumer obtain employment in a business owned by a family member of the Service Provider; providing loans to the consumer; sharing funds/commingling funds with a consumer; etc.

Private and non-profit corporations are also bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.

4.8. Transporting DVR Consumers

The Service Provider shall not provide transportation to DVR consumers under this Agreement. Transportation is not an included service component to the statewide service agreements. This Agreement does not prohibit a Service Provider from providing otherwise allowable transportation services under a separate agreement with DVR, a county, an MCO, or an IRIS consultant for a common consumer.

4.9. Undue Hardship Policy

The American with Disabilities Act (ADA) provides a measure of protection from undue hardship to employers with 15 or more employees. Businesses with fewer than 15 employees are not covered by the employment provisions of the ADA. However, with regard to undue hardship, DVR will apply this same standard to service providers with fewer than 15 employees. DVR will pay the costs associated with providing an accommodation for the consumer as part of authorized vocational rehabilitation services consistent with an approved Individualized Plan for Employment, if the Service Provider has fewer than 15 employees.

Undue hardship means that an accommodation would be unduly costly, extensive, substantial or disruptive, or would fundamentally alter the nature or operation of the business. This would include the services of a qualified sign language interpreter during the provision of authorized contracted services. These costs will be paid directly to the provider of the service and will not be paid to the service provider of the contracted service. Any ongoing or hourly costs will be provided as case progress dictates.

5. Prerequisites for Providing Services

5.1. Certifications

Prior to providing any services under this Service Agreement, the Service Provider must review, complete, and electronically sign the following certifications via the DVR Statewide Service Provider Online System:

- Certification Regarding Drug-Free Workplace Requirements; and
- Certification of Criminal Background Check Form (see Section 5.3)

5.2. Trainings

Before providing any services under this Service Agreement, the Service Provider must complete the following trainings, as applicable.

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5.2.1 Ethics Training

All Service Provider personnel or contractors who work with DVR consumers or who work to administer this Service Agreement, including individuals who perform the Service Provider's reporting or billing, must complete ethics training as outlined on the DVR website. Everyone required to complete this training requirement must re-complete it every five years. The required criteria for the ethics training can be found in the [Ethics Training section](#) of the DVR Service Provider Training webpage.

Any new Service Provider staff or new subcontractors brought on by the Service Provider during the term of this Agreement must also complete this ethics training requirement prior to working with DVR consumers.

5.2.2 Security Awareness Training

All Service Provider personnel or contractors who work with DVR consumers or who work to administer this Service Agreement, including individuals who perform the Service Provider's reporting or billing must complete the Department of Workforce Development Online Information Technology (IT) Security Awareness Training.

If DWD or DVR provides an updated electronic security module, the Service Provider must require its personnel and contractors to complete the updated online courses as directed by DWD or DVR. Any new Service Provider staff or new subcontractors brought on by the Service Provider during the term of this Service Agreement must also complete the Online Information Technology (IT) Security Awareness Training module prior to working with DVR consumers.

This online training can be accessed by visiting the [DVR Information Technology \(IT\) Security Awareness Training section](#) on the DVR Service Provider Training webpage.

Upon completion of the Training, the Provider shall record the date of completion in the DVR Statewide Service Provider Online System for each active personnel and/or subcontractor listed. The Service Provider shall retain the training certificates for 3 years for audit purposes.

5.3. Criminal Background Checks

DVR provides services to individuals with disabilities, including youth, students, and vulnerable adults. For this reason, criminal background checks are required for all Service Provider personnel or contractors who work with DVR consumers or who work to administer this Service Agreement, including individuals servicing as the main contact and individuals who perform the Service Provider's reporting or billing. DVR may not allow individuals with substantially related convictions to work with DVR consumers.

Prior to working with DVR consumers or consumer related information, the Service Provider shall obtain a criminal history search from the records maintained by the Wisconsin Department of Justice for all Service Provider personnel or contractors who work with DVR consumers or who work to administer this Agreement, including individuals who perform the Service Provider's reporting or billing. If the Service Provider knows or has reason to know that any of its personnel or contractors requiring background checks are not residents of Wisconsin, or if at any time within

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the last five (5) years preceding the date of the search any of its personnel or contractors have not been residents of Wisconsin, then the Service Provider shall make a good faith effort to obtain from any state or other United States jurisdiction in which those persons are residents, or were residents within the last 5 years of the date of the required search, a criminal history search substantially similar to the search conducted by the Wisconsin Department of Justice.

If the Service Provider finds that its personnel and/or contractors have been convicted of a crime that, per DVR's Background Check Policy, is substantially related to its work with DVR consumers under this Agreement, the Service Provider shall submit a copy of the criminal history search results to the DVR Contract Specialist. To determine whether a crime is considered substantially related, please consult [DVR's Criminal Background Check Policy](#).

The Service Provider is responsible for completing and paying for all background checks required under this Agreement. Information on how to obtain a criminal history search from the records maintained by the Wisconsin Department of Justice can be found on the [Wisconsin Department of Justice CIB Frequently Asked Questions](#) page.

If the Service Provider has completed a background check of its employees or subcontractors that meets the requirements of this Agreement within six (6) months preceding the signing of this Agreement or six (6) months of the Service Provider may also use that background check to meet its requirements under this Agreement.

Service Providers shall also review the Wisconsin Sex Offender Registry to ensure that staff and subcontractors who provide services to DVR consumers or work with DVR consumer information, including billing records, are on the offender list. This information can be found on the [Wisconsin Department of Corrections Wisconsin Sex Offender Registry](#) webpage.

After completing the required criminal background check and checking the Wisconsin Sex Offender Registry, the Service Provider must complete and sign a Certification of Criminal Background Check Form electronically.

In addition, when new personnel and/or subcontractors are retained to provide services under this Agreement, the Service Provider must complete the required criminal background check and check the Wisconsin Sex Offender Registry prior to allowing the individual to work with DVR consumers or consumer information. If the Service Provider has conducted a background check which meets the term of this Agreement within the (6) months preceding the new personnel or subcontractors start date, the Service Provider may also use that background check to meet its requirements under this Agreement

During the term of this Agreement, Service Providers must also notify DVR if they know or have reason to believe that their staff or subcontractors are the subject of an investigation that may lead to a conviction that would be substantially related under DVR's criminal background policy. Such notification shall take place within 2 business days of the time that the Service Provider becomes aware of the pending investigation. Additionally, if the Service Provider discovers any new convictions during the term of this Agreement or an individual requiring a background check under this Agreement has been added to the Wisconsin Sex Offender Registry, then the Service Provider must notify the DVR Contract Specialist within two (2) business days of the time that the Service Provider becomes aware of the new conviction.

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Service providers must keep all criminal background checks on file for three (3) years. DVR reserves the right to request copies of criminal background checks for Service Providers as well as all staff and subcontractors covered by this Agreement at any time.

6. Safeguarding Consumer Information

6.1. Storing Consumer Information

The Service Provider **shall** store any consumer information using the safeguards and standards described below. The Service Provider is responsible for ensuring that safeguards are in place for storing any consumer information on Service Provider electronic equipment and in any hard copy files. **The storing of DVR Consumer Social Security Numbers is strictly prohibited.**

The Service Provider must ensure the use of full disk encryption protection with a strong password that is at least eight characters long, contains a combination of letters, numbers and symbols, and is changed every 60 days. All computers that contain any consumer information must use hardware or software firewall protection (Windows Firewall, Norton, McAfee, etc.) and up-to-date virus protection systems. All computers must be updated with the latest security patches and fixes from the respective software service providers such as Microsoft. If the information is stored on a server, the server should not be Internet accessible and should be restricted to only those staff needing access to the information.

In the event that consumer data in the custody of the Service Provider is lost, stolen, or otherwise compromised or put at risk of misuse, the Provider shall notify DVR in writing within 24 hours of the incident, including a copy of any law enforcement report. The Service Provider shall cooperate with DVR by providing notice of the data breach to affected consumers and taking other corrective steps specified by DVR, including but not limited to the purchase of identity theft prevention/detection service for the affected consumers.

Immediately after the end of the retention period of three (3) years required by **Section 6.3 Confidentiality**, all personally identifiable information and any other consumer related information shall be shredded or otherwise destroyed in a manner which protects the confidentiality of the information.

6.2. Service Provider Portal Access

The Service Provider must have safeguards in place to protect consumer information it accesses through the Service Provider Portal. Service Providers must keep the personnel listed in the DVR Statewide Service Provider Online System up to date. Service Providers must enter new personnel into the system prior to allowing those personnel to work with any DVR consumers or consumer information. Service Providers also must immediately enter an effective end date for any personnel who leave the agency to ensure access to the system is discontinued.

Each personnel accessing the portal must have their own login and password. Credentials may not be shared.

6.3. Confidentiality

The Service Provider shall not release personal information or records regarding any consumer authorized for services by the DVR without the prior written consent of the consumer. In addition, the Service Provider shall safeguard all consumer personal information and records to prevent

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the inadvertent or unintentional disclosures. The applicable statutory references for confidential information at the time of this Agreement are 34 CFR § 361.38, Wis. Stat. § 47.02(7) and Wis. Admin. Code Ch. DWD 68.

The Service Provider acknowledges that in addition to confidential consumer information as described in 34 CFR §361.8 and Wis. Admin. Code Ch. DWD 68, confidential and proprietary information will be exchanged and that disclosure of any such information to any third party other than as necessary to carry out the terms of this Agreement may cause irreparable harm and damage, and therefore, the Service Provider agrees to keep, protect, and not disclose any confidential or proprietary information to any third party without prior written consent of DWD. Disclosure of confidential and proprietary information will be permitted if ordered by a court of competent jurisdiction.

"Proprietary information" includes the software, systems, procedures, business plans, business strategies, internal organization, designs, flow charts, plans, specifications, manuals, client or customer lists, customer data, cost and price data, marketing information, the terms of this Contract, any financial information and any other information received by either Party which would reasonably be considered as confidential or proprietary business information.

"Confidential information" means all tangible and intangible information and materials, including all Personally Identifiable Information, being disclosed by one party to another hereunder in connection with the duties carried out pursuant to the contract, in any form or medium (and without regard to whether the information is owned by a party or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iii) other information designated in good faith and marked as confidential in writing by a party.

"Personally Identifiable Information" includes an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable:

1. The individual's Social Security number;
2. The individual's driver's license number or state identification number;
3. The number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account;
4. The individual's DNA profile;
5. The individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other unique physical characteristic protected by applicable state or federal law; or
6. The individual's contact information such as phone number, address and/or dollar amount of benefits. Such information shall be limited to the information that DWD provides to Provider or Provider otherwise acquires from or on behalf of DWD for the purpose of Provider's use of such information in the performance of its Services pursuant to the Contract.

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The Service Provider shall protect the confidential or proprietary information to the same extent or by the same means that it would protect its own confidential and proprietary information and shall notify DWD in writing of any unauthorized disclosures, either intentional or unintentional, to any third parties, and shall do so immediately after discovering or determining such unauthorized disclosures. Similarly, the Service Provider shall take reasonable precautions and efforts to ensure that no such protected information is disseminated by it or its employees and subcontractors. The obligations to protect confidential and proprietary information shall survive termination of the Service Agreement.

The Service Provider shall advise all Service Providers' agents, employees, successors, assigns, and subcontracted entities of the restrictions. The Service Provider shall defend and incur all costs, if any, for actions, which arise as a result of noncompliance by Service Provider, agents, employees, successors, assigns and sub-contracted entities regarding the restrictions herein.

7. General Oversight

DVR will monitor the Service Provider's compliance with the terms of this Service Agreement. DVR may monitor the Service Provider on a periodic basis or as otherwise determined by DVR.

DVR reserves the right to monitor all aspects of this Service Agreement, including consumer complaints regarding the operation of the program by the Service Provider. The Service Provider shall provide DVR with access to all DVR consumer records upon request, including the results of the Service Provider's administrative reviews of consumer complaints.

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 the Provider take corrective action to remedy any identified deficiencies.

DVR reserves the right to inspect any and all Service Provider and subcontractor records, procedures, and operations related to the services the Service Provider may perform under this Service Agreement. DVR may inspect the records, procedures, or operations at any time during and within 3 years after the close of the Agreement term for any DVR funded service.

8. Audit and Accounting Requirements

The Provider agrees to cooperate with DWD/DVR, and other State, Federal, and or DVR contracted program and fiscal auditors. Questions and comments on the State Single Audit Guidelines should be referred to:

DWD Bureau of Finance
P.O. Box 7946
Madison, WI 53707-7946
Finance@dwd.wisconsin.gov

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9. Payment for Services

9.1. Availability of Funds

All of DVR's obligations under this Agreement are contingent upon the availability and continued appropriation of State and Federal funds. In no event shall DVR be liable for any payments in excess of such available appropriated funds. In the event that the amount of any available or appropriated funds provided by the State or Federal sources for the purchase of services hereunder shall be reduced, terminated, or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified amount of services to be purchased hereunder for any reason whatsoever, DVR shall notify the Provider of such reduction of funds available and DVR shall be entitled to reduce its commitment here under as it deems necessary.

9.2. DVR Statewide Fee Structure

The fees Service Providers may charge DVR for services it performs under this Agreement are established in the DVR Statewide Fee Structure. The Catalog of Federal Domestic Assistance (CFDA) number for fees under this Agreement is 84.126.

In accordance with the DVR Technical Specifications and the DVR Statewide Service Fee Structure, the Service Provider must obtain **prior written authorization** by the DVR before services can be rendered and payment can be made. DVR will not pay for services that the Service Provider performs without an approved purchase order issued prior to the start date of the service.

9.3. Invoicing

Service Providers should send invoices to DVR as soon as the Service Provider has rendered services, including submitting any required reports. Invoices should not be submitted prior to completion of service or submittal of required reports. DVR must receive an invoice for services within 60 days of completion of the requested service. Purchase Orders not invoiced within 60 days may be cancelled.

The State of Wisconsin will typically pay properly submitted invoices once they have been approved within 30 days of receipt, provided that all reports, goods, and/or services have been delivered and accepted as specified.

Invoice Submission:

The preferred submission methods are to email electronic invoices to dvrvendorinv@dwd.wisconsin.gov or fax to the DVR CCP Unit at 608-266-1133.

Invoicing Requirements:

Vendors must submit an invoice after the service is provided and within 60 days from the end of the service.

Invoices must include:

- Dates of service(s)
- Description of goods and/or services received
- Federal ID# or FEIN
- Invoice number

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- Purchase Order number – located at the top of the order
- Remit to address
- Unit and dollar breakdown by consumer and invoice total
- Vendor name and address

Other helpful information can include:

- Vendor contact and telephone/fax numbers
- Invoice date
- Recipient of services – consumer first and last name or IRIS case number
- Itemized goods/services with dollar breakdown and invoice total

If you do not receive payment after 30 days of sending the invoice and you have not received a letter of dispute, please contact the local office which authorized the service.

The DVR reserves the right to withhold payments for services for noncompliance with the terms of the Agreement **after** notifying the Provider in writing or email of its noncompliance. Service Providers who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

10. Amendments

10.1. Amendment of the Terms and Conditions

DVR may amend the Terms and Conditions of this Agreement by giving written notice to the Service Provider at least thirty (30) days prior to the effective date of such amendment.

10.2. Amendment to the Scope of Work

The Service Provider may expand the services it offers or its coverage area with the express written approval of the DVR Director, Supervisor, or Designee. If the Service Provider intends to reduce the services it offers or its coverage area, it must provide the WDA Director, Supervisor, or Designee at least 30 days written notice prior to reducing its services or coverage area.

10.3. Notice of Change

The Service Provider shall notify the DVR Contract Specialist if there is a change in Service Provider's name, legal status, Federal employer identification number (FEIN), if applicable, authorized representative, or address. If the change is anticipated, the Service Provider shall give thirty (30) days' prior written notice to the DVR Contract Specialist. If the change is unanticipated, Service Provider shall give notice as soon as practicable thereafter. DVR reserves the right to take any and all appropriate action as a result of such change(s), including termination of this contract.

11. Termination

11.1. Without Cause

Upon thirty (30) calendar days of written notice, either party may terminate the Service Agreement without cause.

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11.2. With Cause

If DVR determines that the Service Provider is in non-compliance with the terms and conditions of the Service Agreement, DVR may terminate the Service Agreement immediately. At its discretion, DVR may choose to give the Service Provider written notice of its non-compliance with any term of this agreement and the opportunity to cure prior to terminating the Agreement for cause. If DVR chooses to provide the Service Provider with the opportunity to cure or wants to investigate the Service Provider's non-compliance, DVR may choose to suspend referrals to Service Provider while these actions take place.

11.3. Payment Following Termination

In the event of a termination with cause or without cause, DVR will compensate the Service Provider for all work completed prior to such termination date and for any services provided as part of the Service Provider's Transition Plan, see Section 12. However, if the Service Provider does not comply with Section 12, Transition, DWD may withhold outstanding payments until such time that the Service Provider complies with those provisions.

12. Transition

12.1. Transition Plan

Within ten (10) business days of receiving a termination for cause notice or providing or receiving a termination without cause notice, the Service Provider shall develop a written plan for the complete transition of the Service Provider's responsibilities to DVR or to a successor service provider. The plan must allow for uninterrupted continuation of services to DVR consumers and shall include provisions for the orderly transfer of all consumer information, including paper and electronic files held by the Service Provider and/or its subcontractor(s). The DVR WDA Director or Designee must approve the Transition Plan.

12.2. Transition Responsibilities

The parties acknowledge that the continuing provision of high-quality services requires that there be no disruption of services during a transition from the Service Provider to a successor provider. Accordingly, the Service Provider agrees to cooperate fully in providing for an orderly and controlled transition to a successor provider and will minimize any disruption in the services to be performed under this Service Agreement.

12.3. Continuation

At the request of DVR, the Service Provider shall continue providing services under this Agreement until DVR determines that DVR or a successor provider is prepared to fully assume the Service Provider's duties and obligations under this Service Agreement. All the terms and conditions of the Agreement will apply during this period.

12.4. Management

The DVR WDA Director will oversee the transition by coordinating transition activities and approving the transition plan. The Service Provider shall designate a person responsible for coordinating its transition responsibilities and agrees to assign staff as DVR determines is necessary to assist in the transition. The Service Provider agrees to participate in any status meetings, which must include staff from all parties involved in the transition, that DVR determines are necessary.

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13. Assignment

No right or duty in whole or in part of the Service Provider under this Agreement may be assigned or delegated without the prior written consent of DVR.

14. Severability

If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. Performance under the remaining terms of the Agreement shall continue.

15. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

16. Entire Agreement

These terms and conditions shall apply to this Agreement and any purchase order issued as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written Agreement and/or purchase order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.