

DVR ELIGIBILITY AND ORDER OF SELECTION ASSESSMENT SERVICES A G R E E M E N T

This interagency agreement (Agreement) is effective as of July 1, 2023 through June 30, 2024 by and between the Department of Workforce Development (DWD), on behalf of the Division of Vocational Rehabilitation (DVR), whose principal business address is 201 E. Washington Avenue, Room G 100, Madison, WI 53703, and the Board of Regents of the University of Wisconsin System DBA University of Wisconsin-Stout, (UW-Stout) whose principal business address is 712 S Broadway St., Menomonie, WI 54751 (collectively, the parties).

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

The UW-Stout employee responsible for administration of this Agreement will be Kyle Walker, 221 Tenth Ave. East, Menomonie, WI 54751. In the event that Kyle Walker is unable to administer this Agreement, UW-Stout will contact DWD and designate a new administrator.

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

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

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

1. HISTORY AND NEED

The Eligibility and Order of Selection (EOS) Assessment Service assesses the severity of an applicant's disability and their eligibility and order of selection (OOS) assessment for DVR services. UW-Stout began assisting DVR with the EOS Service in 2015.

2. ELIGIBILITY AND ORDER OF SELECTION (EOS) UNIT PERSONNEL REQUIREMENTS

- A. UW-Stout shall provide personnel for the Eligibility and Order of Selection (EOS) Assessment service that meet the qualifications described in this Agreement.
 - i. UW-Stout Eligibility and Order of Selection (EOS) Unit personnel must meet the following qualifications:
 - a. Knowledge of Vocational Rehabilitation (VR) programs, similar type programs, and/or knowledge/experience working with individuals with disabilities.
 - b. Knowledge of physical and mental impairments and their relation to vocational and social adjustment.
 - c. Experience with Trauma Informed Care and Motivational Interviewing.
 - d. Knowledge and ability to apply diversity, equity and inclusion practices.
 - e. Knowledge of federal and state laws, rules, regulations, policies and procedures relating to the vocational rehabilitation program.
 - f. Skill in communicating effectively with the public.

- g. Knowledge of microcomputer hardware and software tools such as Microsoft Word.
- h. Ability to meet and deal effectively with people and maintain an effective team based working relationship with staff and public.
- i. Ability to handle multiple tasks and complete services on short notice.
- j. Ability to resolve problems in an effective manner.
- k. Skill in written communication.
- l. Skill in organization of workload and establishing priorities. Skill in time management techniques.

3. SERVICES TO BE PROVIDED

The EOS Unit for the Eligibility and Order of Selection (OOS) Assessment service provided by UW-Stout pursuant to Section 2 of this Agreement, shall perform the following services:

- A. Access DVR applicant and case file documentation via the DVR Service Provider Portal.
- B. Schedule and conduct comprehensive Eligibility/OOS assessment for the person applying for DVR services to include exploration of current and past work history, impact of applicant's disability and resulting functional impairments as they relate to obtaining, maintaining, and advancing in employment.
- C. UW-Stout shall conduct Eligibility/OOS assessments through remote options such as telephone or video conference. Meeting platform will be based on the applicant's preference.
- D. The appropriate mode of communication shall be consistent with the informed choice of the applicant and enable the applicant to comprehend and respond to information communicated by UW-Stout.
- E. UW-Stout shall ensure all applicants are made aware of the availability of licensed and qualified ASL interpreters and foreign language interpreters in order for the applicant to engage in services in their primary mode of communication. Closed captioning will be offered to hard of hearing applicants and applicants with video capability. UW-Stout will accommodate an applicant's request to use family, friends, or trusted community members when that is their stated preference or when such an accommodation may expedite the application process as requested by the applicant as an exercise of their informed choice.
- F. Collect and review medical records and/or other supporting documentation as directed by the applicant and/or referring person to support information shared through self-reporting at time of Eligibility/OOS assessment to assess and verify the existence of a physical or mental impairment and the impact to employment for the person applying for DVR services. If additional diagnoses are identified through the collection of supporting documentation, UW-Stout will follow-up with the applicant and/or referring person to determine whether condition(s) poses a barrier to employment and impacts eligibility/OOS assessment recommendation
- G. Draft and submit the Eligibility/OOS worksheet via the DVR Service Provider Portal to provide draft eligibility assessment recommendations to the DVR vocational rehabilitation counselor. DVR maintains the final authority to determine an applicant's eligibility/OOS.
- H. Complete all tasks included in the Eligibility Service Procedure checklist (see **Exhibit 2**).

4. PERFORMANCE REQUIREMENTS

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-Stout under Section 3.

- A. UW-Stout must meet the following Work Effort Measures in performing services under this Agreement. UW-Stout must demonstrate that it is meeting these measures by completing the following:
- i. DVR applicant is contacted within three (3) days of UW-Stout's receipt of DVR Eligibility/OOS assessment authorization. Eligibility/OOS assessment is conducted within two (2) weeks of receiving Eligibility/OOS assessment authorization
 - ii. Eligibility/OOS assessment and Eligibility/OOS worksheet is completed and recommendations submitted to DVR within 35 days of UW-Stout's receipt of DVR Eligibility/OOS assessment authorization (See **Exhibit 1** for agreed to details of timeline and process).
 - iii. Request an extension to the DVR point of contact by day 45, with consumer permission, if there is not enough information to complete the eligibility/OOS Worksheet.
 - iv. Eligibility/OOS recommendations follow DVR policy (pursuant to 34 C.F.R. § 361.42, Assessment for determining eligibility and priority for services) and allow DVR vocational rehabilitation counselors to determine whether an applicant requires vocational rehabilitation service to prepare for, secure, retain, or regain employment consistent with the applicant's unique strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice.
 - v. Attach medical records and/or other supporting records to the DVR consumer case file via the DVR Service Provider Portal prior to submitting Eligibility/OOS assessment recommendation. In cases where medical records are received after submission, send to the DVR Scan Unit at DVRSCAN@dwd.wisconsin.gov.
 - vi. For presumptive eligibility cases and cases where additional supporting documents come in after the Eligibility/OOS assessment recommendation is submitted, attach records to the DVR consumer case file via the DVR Service Provider Portal. If additional supporting documentation come in after the purchase order has been closed, send to the DVR Scan Unit at DVRSCAN@dwd.wisconsin.gov.

5. GENERAL OVERSIGHT:

- A. DVR will monitor UW-Stout's compliance with the terms of this Agreement. DVR may monitor services on a periodic basis or as otherwise determined by DVR.
- B. DVR reserves the right to monitor all aspects of this Agreement, including an applicant's complaint regarding the operation of the program by UW-Stout.
- C. If DVR receives a complaint regarding the operation of the program by UW-Stout, UW-Stout must conduct an administrative review of the complaint. UW-Stout must provide the results of UW-Stout's administrative reviews of an applicant's complaint to DVR within fifteen (15) days of the date of the notice under this section unless DVR approves an extension.

- D. As a result of monitoring, DVR may make recommendations concerning compliance with program requirements, achievement of program performance standards, or the administrative efficiency of the program, and DVR may require that UW-Stout take corrective action to remedy any identified deficiencies.
- E. In cases where UW-Stout does not meet work effort/outcome measures, the DVR Contract Administrator will notify UW-Stout of items that require corrective action and require UW-Stout to develop and submit a Corrective Action Plan. UW-Stout'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-Stout's Corrective Action Plan is likely to resolve performance issues DVR identified, and if so, DVR will approve the Corrective Action Plan. If UW-Stout fails to submit a satisfactory Corrective Action Plan or fails to follow an approved Corrective Action Plan, DVR, at its discretion, may revise or terminate this Agreement accordingly. Failure to comply with any part of this Agreement may result in revision or termination of the Agreement.

6. COST AND PAYMENT OF SERVICES

- A. DVR will pay UW-Stout \$320.00 per Eligibility/OOS assessment. Payment is based on invoice submitted electronically to dvrvendorinv@dwd.wisconsin.gov. If unable to send invoice electronically, UW-STOUT can mail the invoice to: Department of Workforce Development, DVR CCP Unit, PO Box 7852, Madison, WI 53707-7852. UW-Stout will use the DVR Statewide Service Provider System to receive referral information and purchase order for each individual. The per individual fee will be authorized with each referral to UW-Stout and payable for each completed Eligibility/OOS assessment upon receipt of invoice to DVR within the payment terms identified on the purchase order. Invoices should be emailed to dvrvendorinv@dwd.wisconsin.gov.
- B. In cases where UW-Stout is unable to complete the service due to applicant disengagement, UW-Stout may invoice for partial payment and receive \$150.00 if an Intake Meeting has been completed, submitted, and approved by DVR. UW-Stout must also provide all related documentation e.g., signed ROI(s) and demonstrate that multiple attempts / multiple methods of contact were made, including the applicant's preferred mode of contact. This means contacting the applicant in their preferred mode of contact and at least two additional attempts using another method all over the course of ten (10) business days.
- C. UW-Stout will request and obtain medical records during the Eligibility/OOS assessment process. Charges for Medical Records obtained by UW-Stout are to be billed by the medical records provider directly to DVR at the following address: (preferred) dvrvendorinv@dwd.wisconsin.gov. If unable to send an electronic invoice, mail to DEPT OF WORKFORCE DEVELOPMENT, DVR CCP UNIT; BOX 7852; MADISON WI 53707-7852.
- D. In cases where UW-Stout needs to have medical records translated from a language other than English to complete an Eligibility/OOS Assessment due to no other records being available, UW-Stout may have the medical records translated through the lowest cost option and submit a separate invoice for translation services to DVR, along with the invoice for the Eligibility/OOS service to CCP for payment.
- E. The preferred method for submitting invoices is by email: dvrvendorinv@dwd.wisconsin.gov.
- F. If unable to send an electronic invoice, invoices can be mailed to: DEPT OF WORKFORCE DEVELOPMENT ~ DVR CCP UNIT; BOX 7852; MADISON WI 53707.

- G. UW-Stout shall secure translation and/or interpretation services for applicants who request such services at no additional cost to DVR.
- H. UW-Stout is responsible for any travel and training of new staff hired to provide services. All costs pertaining to the hiring and training of UW-Stout staff will be borne by UW-Stout.
- I. **Withholding//Reduction of Funds:** DVR reserves the right to withhold and/or reduce payments due under the terms of the Agreement if UW-Stout fails to provide Services consistent with this Agreement or fails to meet performance standards as defined in **Section 4 Performance Requirements**.
 - i. UW-Stout must submit extension request to DVR for an Eligibility/OOS recommendation by day 45. Failure to comply with this requirement will result in a 50% payment reduction. UW-Stout may request an exception to the 50% payment reduction. An example of an exception would involve a delay in DVR referring an applicant to UW-Stout. DVR staff are expected to send referrals to UW-Stout within five days of receiving application.
 - ii. In cases where Eligibility/OOS recommendation does not follow DVR policy (pursuant to 34 C.F.R. § 361.42, Assessment for determining eligibility and priority for services), is deemed unusable by DVR's Bureau of Consumer Services Management, and requires additional work of DVR staff, UW-Stout will not receive any payment for the service. Examples could include DVR staff having to redo Eligibility/OOS, contacting a DVR consumer for additional information in order to determine an Eligibility/OOS, etc.

7. DWD EQUIPMENT SECURITY

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

8. TRAINING REQUIREMENTS

- A. UW-Stout's EOS Unit will apply Eligibility/OOS training materials as designated by DVR.
- B. UW-Stout will ensure that EOS staff working under this Agreement who will be accessing the DVR Service Provider Portal, have received training on the use of the portal and have registered and secured their own DWD/Wisconsin username and password associated with this Agreement.
- C. EOS staff 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-Stout Security Awareness Training, and related DWD/DVR ethics training as directed and, in the timeframe as directed.
- D. DVR must notify UW-Stout when future Information Technology (IT) Security Awareness Training modules are available and of completion requirements.
- E. EOS staff to complete an annual training on Equity and Inclusion that includes Unconscious Bias provided by the University of Wisconsin System.

- F. All training certificates must be retained by UW-Stout for three (3) years for audit purposes.

9. CRIMINAL BACKGROUND CHECK

- A. UW–Stout 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/>.
- B. UW-Stout will record criminal background check completion dates for each EOS personnel in the DVR Service Provider Portal.

10. INSURANCE RESPONSIBILITY

- A. Each agency agrees that, as related to this interagency Agreement and to the extent authorized under the laws of the State of Wisconsin, any loss or expenses by reason of liability imposed by law must be charged to the agency responsible for the officer, employee or agent whose activity or inactivity caused the loss of expense while acting within the scope of their employment or agency.
- B. The University of Wisconsin is self-insured and certifies it has sufficient funds to cover its liability, including but not limited to for bodily injury, property damage, automobile liability.

11. STATE AND FEDERAL RULES AND REGULATIONS

- A. This Agreement shall be governed under the laws of the State of Wisconsin. UW-Stout shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct.
- B. UW-Stout may subcontract part of this Agreement only with the prior written approval of DWD. UW-Stout retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into contractual agreements. If UW-Stout uses a subcontractor to fulfil any part of this Agreement, it shall require its subcontractor(s) to comply with all applicable terms and conditions of this Agreement.
- C. DWD reserves a royalty-free, non- exclusive irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all material resulting from this Agreement.
- D. Any discovery or invention arising out of or developed in the course of work aided by this Agreement, shall be promptly and fully reported to the DWD.

12. RECORDS

- A. UW-Stout shall maintain such records as required by State and Federal law, including all case information shared via the DVR Service Provider Portal, obtained records, verbal/written information, and any electronic data shall remain confidential, as required by law and applicable policy, and shall be the sole property of the State of Wisconsin, Department of Workforce Development, Division of Vocational Rehabilitation.

- B. UW-Stout must submit all obtained and generated documents to the Division of Vocational Rehabilitation and confidentially destroy any copies at the time the Eligibility and OOS drafts are submitted to DVR. UW-Stout must respond immediately to all inquiries from DWD and make all records and any written and/or electronic case information available to DWD at any time upon request. DWD, in its monitoring of the Agreement, reserves the right to inspect or investigate any and all contract and subcontract agency records, procedures, and operations at any time during and after the close of the Agreement period.
- C. UW-Stout agrees to retain and make available to DWD all program and related fiscal records for six (6) years or in accordance with its applicable Records Disposition Authorization after the end of the Agreement period, or until an audit initiated prior to the expiration date where records shall be retained until subsequent audit resolution processes involving the records have been completed.

13. AFFIRMATIVE ACTION COMPLIANCE

- A. An Affirmative Action Plan is required from UW-Stout.
- B. “Affirmative Action Plan” is a written document that details an affirmative action program. Key parts of an affirmative action plan are: (1) a policy statement pledging nondiscrimination and affirmative action employment, (2) internal and external dissemination of the policy, (3) assignment of a key employee as the equal opportunity officer, (4) a workforce analysis that identifies job classifications where there is an under representation of women, minorities, and persons with disabilities, (5) goals must be directed to achieving a balance work force, specific and measurable, having an implementation target date between six months and 2 years, have a plan of action or description of procedures to implement the goals, (6) revision of employment practices to ensure that they do not have discriminatory effects, and (7) establishment of internal monitoring and reporting systems to measure progress regularly.
- C. In addition, UW-Stout shall conduct, keep on file, and update annually, a separate and additional accessibility self-evaluation of all programs and facilities, including employment practices for compliance with ADA regulations, unless an updated self-evaluation under Section 504 of the Rehabilitative Act of 1973 exists which meets the ADA requirements. UW-Stout is to contact the Affirmative Action/Civil Rights Compliance Office, for technical assistance on Equal Opportunity.

14. NONDISCRIMINATION

- A. Pursuant to 2019 Wisconsin Executive Order 1, Grantee agrees it must hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or family status, genetic information or political affiliation.
- B. The parties shall not discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The parties shall take affirmative action to ensure equal employment opportunities consistent with state law. The parties shall post in conspicuous places, available for employees and applicants for employment, notices required by law.

15. ASSIGNMENT


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

16. CONTRACT REVISIONS AND/OR TERMINATION

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

17. CONDITIONS OF THE PARTIES OBLIGATIONS

- A. This Agreement is contingent upon authorization of Wisconsin and United States law, and any material amendment or repeal of the same affecting relevant funding or authority of DWD must serve to revise or terminate this Agreement, except as further agreed to by the parties hereto.
- B. DWD and UW-Stout understand and agree that no clause, term, or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
- D. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature on this Agreement (or addendum) exceeds sixty (60) days inclusive of the two signature dates.

DocuSigned by:

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 Erik Guenard
 Vice Chancellor, Business, Finance, & Administrative Services
 University of Wisconsin-Stout

7/31/2023

 Date

DocuSigned by:

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 Delora Newton
 Division Administrator
 DWD/Division of Vocational Rehabilitation

7/31/2023

 Date

DocuSigned by:

Pamela McGillivray

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Pamela McGillivray
Deputy Secretary
Department of Workforce Development

7/31/2023

Date