



Memorandum of Understanding (MOU)
between the
State of Wisconsin Department of Workforce Development/Division of Vocational Rehabilitation
(DWD/DVR)
and
State of Wisconsin Department of Health Services/Division of Public Health/Bureau of Aging and
Disability Resources (DHS/DPH)
for
Agreement on the Distribution and Monitoring of up to \$80,000 in Innovation and
Expansion Funds to the State Independent Living Council

DHS MOU No. MOU25-DHS-DWD-IEFUNDS-00

MOU Amount, If Applicable: \$80,000

MOU Term Period: October 1, 2024, to September 30, 2025

Department of Workforce Development/Division of Vocational Rehabilitation (DWD/DVR)

MOU Administrator: Meredith Dressel

Telephone: 608-405-4615

Email: Meredith.Dressel@dwd.wisconsin.gov

Department of Health Services/Division of Public Health (DHS/DPH)

MOU Administrator: Debra Standridge

Telephone: 608-261-9444

Email: debra.standridge@dhs.wisconsin.gov

DWD/DVR and DHS/DPH acknowledge that they have read the MOU and any attached documents, understand them, and agree to be bound by their terms and conditions. Further, DWD/DVR and DHS/DPH agree that the MOU and any exhibits and documents incorporated herein by reference are the complete and exclusive statement of agreement between the parties relating to the subject matter of the MOU and supersede all proposals, letters of intent or prior agreements, oral or written, and all other communications and representations between the parties relating to the subject matter of the MOU. DWD/DVR reserves the rights to reject or cancel the MOU based on documents that have been altered. This MOU becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DWD/DVR.

Entity Name: DWD/DVR

Entity Name: DHS/DPH

Authorized Representative

Authorized Representative

Name: Meredith Dressel

Name: Debra Standridge

Title: DVR Administrator

Title: DHS Deputy Secretary

Signature: Signed by:
Meredith Dressel
6792CD2339344D3...

Signature: Signed by:
Debra Standridge
B176181CD0B8490...

Date: 10/31/2024

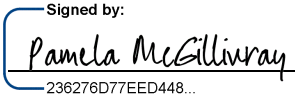
Date: 11/8/2024

Entity Name: DWD/DVR

Authorized Representative

Name: Pamela McGillivray

Title: DWD Deputy Secretary

Signature: 

Date: 11/8/2024

1. PURPOSE AND SCOPE

The following is a **MOU** between DWD/DVR and the DHS/DPH for the purpose of:

Transferring up to \$80,000 in Innovation and Expansion (I&E) funds from DWD/DVR to DHS/DPH for the State Independent Living Council (SILC) on a Federal Fiscal Year (October 1-September 30) basis. This MOU between DWD/DVR and DHS/DPH governs the distribution and use of I&E funds by the SILC in Wisconsin consistent with the State Plan for Independent Living (SPIL), incorporated herein by reference, and other federal requirements. This MOU also addresses compliance with federal standards and assurances. The Vocational Rehabilitation program receives 78.7 percent of its funding for this MOU through Title I-B of the Rehabilitation Act and 21.3 percent from state GPR.

The Administration for Community Living (ACL), Office of Independent Living Programs (OILP) provides the following guidance concerning the Designated State Entity (DSE) in Title VII, chapter 1, part B of the Rehabilitation Act, as amended by the Workforce Innovation and Opportunity Act (WIOA). The term "designated state entity" is the agency that acts on behalf of the State for Title VII programs. The DSE carries out the legal and fiscal responsibilities for Independent Living services. Additionally, the SPIL must designate the DSE. The DSE in the current SPIL is DHS/DPH/Bureau of Aging and Disability Resources.

1.1 SCOPE OF WORK

- **Personnel:** DHS staff within the Bureau of Aging and Disability Resources (BADR), Office for the Promotion of Independent Living, will issue and oversee the contract with the SILC in Wisconsin, known as the Independent Living Council of Wisconsin (ILCW) to develop, monitor, and evaluate the SPIL as outlined in Title VII, chapter 1, part B of the Rehabilitation Act, as amended by WIOA.
- **Activities and Timelines:** ILCW provides quarterly program and budget reports to DHS/DPH/BADR. ILCW holds quarterly meetings and carries all other functions of a SILC as outlined in Title VII, chapter 1, part B of the Rehabilitation Act, as amended by WIOA. The scope of work included in ILCW’s contract with DHS/DPH outlines these requirements. The Scope of Work, incorporated herein by reference, is attached to this MOU as **Exhibit A-Scope of Work**.
- **Financial Components:** Pass-through funds from DWD/DVR will be issued to ILCW on a federal fiscal year (October 1 – September 30) basis as outlined in the approved SPIL. ILCW will complete a budget request form that will be submitted to DHS/DPH and DWD/DVR for approval. ILCW will also

provide quarterly program and financial reports to DHS/DPH. DHS/DPH will provide this information to DWD/DVR. DHS/DPH will also bill DWD/DVR on a quarterly basis for I&E expenses incurred by ILCW.

A. APPLICABLE FEDERAL AND STATE REGULATIONS

Sections 12(c) and 101(a)(18) of the Rehabilitation Act of 1973 (the Act) as amended outline innovation and expansion activities. *See* 34 CFR § 361.35.

Specifically, 34 CFR § 361.35(a) states "[t]he vocational rehabilitation services portion of the Unified or Combined State Plan must assure that the State will reserve and use a portion of the funds allotted to the State under section 110 of the Act -

- (1) For the development and implementation of innovative approaches to expand and improve the provision of vocational rehabilitation services to individuals with disabilities, particularly individuals with the most significant disabilities, including transition services for students and youth with disabilities and pre- employment transition services for students with disabilities, consistent with the findings of the comprehensive statewide assessment of the rehabilitation needs of individuals with disabilities under § 361.29(a) and the State's goals and priorities under § 361.29(c);
- (2) To support the funding of the State Rehabilitation Council, if the State has a Council, consistent with the resource plan identified in Wis. Stat. § 361.17(i); and
- (3) To support the funding of the Statewide Independent Living Council, consistent with the Statewide Independent Living Council resource plan prepared under Section 705(e)(1) of the Act."

Additionally, 34 CFR § 361.35(b) states "[t]he vocational rehabilitation services portion of the Unified or Combined State Plan must -

- (1) Describe how the reserved funds will be used; and
- (2) Include a report describing how the reserved funds were used."

In Wisconsin, DWD/DVR, receives these Innovation and Expansion (I&E) funds.

The Workforce Innovation and Opportunity Act (WIOA; P.L. 113-128) transferred Independent Living services and Centers for Independent Living programs authorized under Chapter 1, Title VII of the Act, as amended by WIOA, from the Rehabilitation Services Administration (RSA), U.S. Department of Education (ED), to the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS). WIOA also transferred the National Institute on Disability, Independent Living, and Rehabilitation Research, and the Assistive Technology Act programs to ACL.

Under Title VII of the Act, as amended by WIOA, the Designated State Entity (DSE) receives federal financial assistance under Title VII, Part B, State Independent Living Services (SILS) program and the Centers for Independent Living (CIL) program. In Wisconsin, the DSE is DHS/DPH/Bureau of Aging and Disability Resources.

As described in Title VII, Part B of the Act, as amended by WIOA, the duties of the State Independent Living Council are set forth in section 705 (c), (d), and (e). Pursuant to 45 CFR § 1329.15(a):

- (1) The SILC shall develop the SPIL in accordance with guidelines developed by the Administrator;
 - (2) The SILC shall monitor, review, and evaluate the implementation of the SPIL on a regular basis as determined by the SILC and set forth in the SPIL;
 - (3) The SILC shall meet regularly, and ensure that such meetings are open to the public and sufficient advance notice of such meetings is provided;
 - (4) The SILC shall submit to the Administrator such periodic reports as the Administrator may reasonably request, and keep such records, and afford such access to such records, as the Administrator finds necessary to verify the information in such reports; and
 - (5) The SILC shall, as appropriate, coordinate activities with other entities in the State that provide services similar to or complementary to independent living services, such as entities that facilitate the provision of or provide long- term community-based services and supports.
- (b) In carrying out the duties under this section, the SILC may provide contact information for the nearest appropriate CIL. Sharing of such information shall not constitute the direct provision of independent living services as defined in section 705(c)(3) of the Act.
- (c) The SILC, in conjunction with the DSE, shall prepare a plan for the provision of resources, including staff and personnel that are necessary and sufficient to carry out the functions of the SILC.
- (1) The resource plan amount shall be commensurate, to the extent possible, with the estimated costs related to SILC fulfilment of its duties and authorities consistent with the approved State Plan.
 - (2) Available resources include: Innovation and Expansion (I&E) funds authorized by 29 U.S.C. 721(a)(18); Independent Living Part B funds; State matching funds; other public funds (such as Social Security reimbursement funds); and private sources.
 - (3) In accordance with 45 CFR § 1329. 10(a)(1), no more than thirty (30) percent of the State's allocation of Part B and Part B State matching funds may be used to fund the resource plan, unless the approved SPIL provides that more than thirty (30) percent is needed and justifies the greater percentage.
 - (4) No conditions or requirements may be included in the SILC's resource plan that may compromise the independence of the SILC.
 - (5) The SILC is responsible for the proper expenditure of funds and use of resources that it receives under the resource plan.
 - (6) A description of the SILC's resource plan must be included in the State plan. The plan should include:
 - (i) Staff/personnel;
 - (ii) Operating expenses;
 - (iii) Council compensation and expenses;

- (iv) Meeting expenses, including public hearing expenses, such as meeting space, alternate formats, interpreters, and other accommodations;
 - (v) Resources to attend and/or secure training for staff and Council members; and
 - (vi) Other costs as appropriate.
- (d) The SILC shall carry out the activities in paragraph (a), to better serve individuals with significant disabilities and help achieve the purpose of section 701 of the Act.
- (e) The SILC shall, consistent with state law, supervise and evaluate its staff and other personnel as may be necessary to carry out its functions under this section.

Thus, funding under this MOU between DWD/DVR and DHS/DPH is for the purpose of carrying out the roles and responsibilities of the State Independent Living Council under Title VII of the Rehabilitation Act as amended by WIOA in the State of Wisconsin.

Applicable State Statutes Include:

- DWD/DVR Wis. Stat. § 20.445(5)(n) - Department of Workforce Development Appropriations;
- DHS/DPH Wis. Stat. § 20.435(1)(kc) - Department of Health Services Appropriations; and
- ILC Wis. Stat. § 46.96 - Independent Living Center grants; Independent Living Services.

2. USE OF FUNDS

The DSE is DHS/DPH/Bureau of Aging and Disability Resources, as identified by the State and named in the SPIL. The DSE must submit to the Administrator (HHS/ACL) and receive approval of the SPIL to receive funding under Title VII, Part B of the Act.

Funds may be used to carry out the duties of the SILC, as expanded by WIOA, and identified by federal regulations, and/or activities and services identified in the approved SPIL.

DHS/DPH will share the SILC's proposed annual budget and budget justification with DWD/DVR for review prior to approval. Funds shall not be released to the SILC until the plan and budget is approved by DHS/DPH.

Pursuant to 34 § CFR 361.35(a) the State plan "must assure that the State will reserve and use a portion of the funds allotted to the State under section 110 of the Act . . . (3) To support the funding of the Statewide Independent Living Council consistent with the plan prepared under Section 705(e)(1) of the Act.

3. DISTRIBUTION OF FUNDS

Up to \$80,000 of Title I-B (VR) I&E funds will be awarded to the SILC through a grant amendment to their existing FFY 2025 Part B award/contract with DPH/DHS, once DWD/DVR issues a purchase order for these funds to DPH/DHS. Funds awarded to the SILC will be determined on an annual basis.

4. AVAILABILITY OF FUNDS

DWD/DVR's obligations under this MOU are contingent upon the availability and continued appropriation of State and Federal funds. In no event shall DWD/DVR be liable for any payments more than 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 is reduced or terminated, or the aggregate level of funding is insufficient to cover the cost of services specified hereunder,

DWD/DVR shall notify DHS/DPH of such reduction of funds available and DWD/DVR is allowed to reduce its commitment hereunder as it deems necessary.

5. ACCOUNTABILITY

DWD/DVR Contact Person: Andrzej Walz-Chojnacki
Title: DVR Program and Policy Analyst
Agency Phone Number: 414-250-6566
Agency Email Address: Andrzej.WalzChojnacki@dwd.wisconsin.gov

DHS/DPH Contact Person: Lisa Sobczyk
Title: Supervisor, Office for Physical Disabilities and Independent Living
Agency Phone Number: 608-266-9354
Agency Email Address: Lisa.Sobczyk@dhs.wisconsin.gov

6. REVIEW CYCLE PERIOD

The SILC shall submit monitoring reports to DHS/DPH demonstrating that the funds were used appropriately towards the completion of the activities and budget in the plan approved by DHS/DPH. The SILC will submit its annual Program Performance Report (PPR) to DHS/DPH to document the use of funding provided to carry out duties of the SILC as identified by federal regulations and/or activities and services identified in the approved SPIL. DHS/DPH must submit the annual PPR to DWD/DVR within 30 days of DHS/DPH receiving the annual PPR from the SILC. Copies of the annual report must be sent to: DVRSpecialContracts@dwd.wisconsin.gov.

As the DSE, DHS/DPH will maintain responsibility for program monitoring and conduct program and fiscal review of the SILC by reviewing the annual PPR against the approved work plan as outlined in the State Plan for Independent Living (SPIL).

DWD/DVR will review reports provided by DHS/DPH for monitoring purposes. The annual PPR will be provided by DHS/DPH to DWD/DVR within 30 days of DHS/DPH receiving the annual PPR from the SILC. DHS/DPH will also provide DWD/DVR the SILC's Grant Continuation Packet (includes Scope of Work, proposed budget, and signed signatory page) by October 31st, and quarterly reports (to include actual expenses for the reporting quarter) within 15 days of DPH/DHS receiving the quarterly report from the SILC. Reports must be sent to DVRSpecialContracts@dwd.wisconsin.gov.

A. Invoice Requirements

DHS/DPH must invoice DWD/DVR on a quarterly basis for actual expenses paid for with I&E funds for the SILC. Invoice totals must match the actual expenses for the quarter reported by the SILC and included in the SILC's quarterly reports to DHS/DPH. If there are cost savings at the end of the term, the excess funding must be returned to DWD/DVR within 60 days of the end of the term.

Invoices must be submitted to DWD/DVR within 45 days of the end of the quarter.
Address the invoice as follows:

DWD – DIV OF VOC REHAB
ATTN: DVR BUDGET ANALYST
PO BOX 7852
MADISON, WI 53707-7852

The invoice must be entered into STAR as an inter-agency invoice and *all attachments* must be sent to Einvoice@dwd.wisconsin.gov. There is no need to mail in a hard copy of the invoice, if the above steps are followed.

B. Terms of the Agreement

This agreement is effective October 1, 2024 through September 30, 2025, or as long as funding remains unchanged and intact. Any changes requested by either party will be negotiated and further specified as amendments to this MOU.

7. NONDISCRIMINATION

Pursuant to 2019 Wisconsin Executive Order 1, the parties agree that they must hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract, or grant because of military or veteran status, gender identity or expression, marital or family status, genetic information, or political affiliation.

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.

8. AMENDMENT AND TERMINATION WITH NOTICE

DWD/DVR may terminate this MOU for cause if DHS/DPH is not in compliance with the MOU's terms and conditions.

DWD/DVR and DHS/DPH may negotiate changes to this MOU based upon changes to any federal or state law or Wisconsin Statutory or Administrative Code requirements or funding level changes.

Either party can terminate this MOU with a 30-calendar-day written notice. Other technical assistance or projects identified by either party during the MOU will be negotiated and further specified as modifications to this MOU. These modifications shall be written and signed by the proper representatives of each agency and shall identify the exact nature of the assistance to be provided. Any changes to the approved budget must be made through a modification to the MOU.

Exhibit A-Scope of Work

This document is the Scope of Work that the Independent Living Council of Wisconsin (ILCW) (hereafter “GRANTEE”) is to provide to the Department of Health Services, Office for the Promotion of Independent Living (hereafter “GRANTOR”). Specifically, the GRANTEE will coordinate with Wisconsin’s Independent Living Centers (ILCs) and the Wisconsin Coalition of Independent Living Centers (WCILC) to achieve goals and collect data for which the ILCW is listed as a lead in the State Plan for Independent Living (SPIL) for the period of October 1, 2024, to September 30, 2025.

A. The GRANTEE will be responsible for the following:

- Develop the State Plan for Independent Living (SPIL) and grant application for Part B funds in collaboration with the eight Independent Living Centers (ILCs) and the Designated State Entity (DSE).
- Monitor, review, and evaluate the implementation of the SPIL on a regular basis as determined by the SILC and set forth in the SPIL, including gathering data from ILC programs as needed. The completed SPIL must be approved and signed by 51% of ILC directors as well as the SILC and DHS/DPH. Signatures must be obtained before the SPIL is submitted to HHS/ACL.
- Coordinate activities with other entities in the state that provide services similar to, or complimentary to, independent living services, such as entities that facilitate the provision of or provide long-term community-based services and supports, consistent with the SPIL. This could include, but is not limited to:
 - Conduct resource development activities.
 - Conduct public meetings.
 - Conduct hearings and forums.
 - Perform other functions consistent with Sec. 701 of the Act as determined appropriate by the SILC and authorized in the approved SPIL (For example, studying the state’s specific needs, conducting trainings, and providing outreach).
- Carry out the activities as outlined in the SPIL to better serve individuals with significant disabilities and to help achieve the purpose of Sec. 701 of the Act.
- Host SILC meetings on a regular basis, ensuring meetings are open and accessible to the public. Advance notice of such meetings will be provided in accordance with the State’s open meeting laws. Meeting materials will be made available in advance of all meetings to SILC members and as requested by the public. The SILC will ensure the provision of reasonable accommodations for SILC members as needed to participate in these meetings pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Act.
- Submit reports, including the Program Performance Report (PPR), working collaboratively with the DSE on the PPR to ensure a timely submission. **Draft report is due to DHS/DPH by November 30, 2025. Final copy of PPR due to DHS/DPH by January 31, 2026, via email, to dhsweistech@dhs.wisconsin.gov.**
- Develop and oversee the SILC Resource Plan, including staffing necessary and sufficient to carry out functions of the SILC (no more than 30% of Part B funds should be included in the SILC

Resource Plan, unless justified in the SPIL) in collaboration with the DSE. Additionally, no conditions or requirements may be included in the SILC's Resource Plan that could compromise the independence of the SILC.

- As defined in 45 CFR § 1329.15, Duties of the SILC, a description of the SILC's resource plan must be included in the SPIL. The Resource Plan should include:
 - Staff/personnel;
 - Operating expenses;
 - Council member reimbursement compensation and related expenses;
 - Meeting expenses, including public hearing expenses, such as meeting space, materials, materials in alternate formats, interpreters, and other accommodations;
 - Resources to attend and/or secure training for Council members and staff; and
 - Other costs as appropriate.
- Ensure the proper expenditure of funds and use of resources that it receives under the Resource Development Plan.
- Maintain and ensure SILC autonomy as stated in federal law and assurances so that all activities are planned, conducted, administered, and evaluated in a manner consistent with the purposes and objective of carrying out activities to better serve individuals with disabilities and helping achieve the purposes of the Act (45 CFR 1329.15(d)). SILC members are the governing body of the SILC and supervise and evaluate SILC staff as necessary to carry out the SILC's functions. This means the SILC shall not be established as an entity within a State agency, including the DSE. The SILC shall be independent of and autonomous from the DSE and all other State agencies.

B. The GRANTEE will conduct the following discretionary activities, as authorized and prescribed in the approved SPIL (as stated in 45 CFR § 1329.16(a)) shall:

- Work with Independent Living Centers (ILCs) to coordinate services with public and private entities to improve services provided to individuals with disabilities.
- Conduct resource development activities to support the activities described in the approved SPIL and/or to support the provision of independent living services by the ILCs.
- Perform other functions, consistent with the purpose of this part and comparable to other functions described in section 705(c) of the Act, as the SILC determines to be appropriate and authorized in the approved SPIL.

C. Pursuant to 45 CFR § 1329.16(b), in undertaking the abovementioned duties, the GRANTEE will:

- Coordinate with the ILCs in order to avoid conflicting or overlapping activities within the ILCs' established service areas.
- Not engage in activities that constitute the direct provision of independent living services to individuals, including independent living core services.
- Comply with Federal prohibitions against lobbying.

- D. SILC staff providing administration of the SILC and support of SILC members shall provide data on the services as referenced in item A. of this Exhibit A, and in accordance with data requirements in the approved SPIL and annual Program Performance Report (formerly the 704, Part 1 Report). The SILC program reports are due to DPH/DHS within 30 days of the close of each quarter and shall be sent to DHSWistech@dhs.wisconsin.gov.
- E. The SILC will provide a year-to-date budget for Part B and Innovation & Expansion Funds. Reports are due to DHS within 30 days of the close of each quarter and shall be sent to DHSWistech@dhs.wisconsin.gov.
- F. As outlined in the June 28, 2019, [Memorandum for Heads of Executive Departments and Agencies; Re: Transition to Electronic Records](#), as a cost-effective opportunity, this memorandum specifically focuses on records management, and directs Federal agencies to transition recordkeeping to a fully electronic environment that complies with all records management laws and regulations. ILCs have the ability to transition to electronic record keeping and must adhere to the following:
- Ensure that all Federal records are created, retained, and managed in electronic formats, with appropriate metadata; and
 - Consistent with records management laws and regulations, develop plans to close agency-operated storage facilities for paper and other, analog records, and transfer those records to Federal Records Centers operated by National Archives and Records Administration (NARA) or commercial storage facilities.
- G. Provide quarterly program reports and year-to-date budget reports to DHSWistech@dhs.wisconsin.gov. Reports are due to DHS within 30 days of the close of each quarter on the following schedule:
- Quarter 1 reports (October/November/December) are **due by January 31, 2025**.
 - Quarter 2 reports (January/February/March) are **due by April 30, 2025**.
 - Quarter 3 reports (April/May/June) are **due by July 31, 2025**.
 - Quarter 4 reports (July/August/September) are **due by October 31, 2025**.
- H. Submit invoice payment requests related to the Independent Living State Grants Program and Innovation & Expansion Funds program awards to the DHS Grant Enrollment Application and Reporting System (formerly Community Aids Reporting System (CARS)).