INTERAGENCY AGREEMENT DEPARTMENT OF WORKFORCE DEVELOPMENT and UNIVERSITY OF WISCONSIN-MADISON for the WISCONSIN CAREER ADVANCEMENT INITIATIVE MODEL DEMONSTRATION PROJECT

This interagency agreement (Agreement) is effective as of October 1, 2021 through September 30, 2026, by and between the Department of Workforce Development (DWD), on behalf of the Division of Vocational Rehabilitation (DVR), whose principal business address is 201 E. Washington Avenue, Room G 100, Madison, WI 53703, and the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison whose principal business address is 21 N. Park Street, Suite 6301, Madison, WI 53715-1218, hereinafter referred to as UW-Madison (collectively, the parties).

The DWD employee responsible for the administration of this Agreement is Meredith Dressel, DVR Deputy Administrator, whose principal business address is 201 E. Washington Avenue, Room G 107, and Madison, WI 53703. In the event that the Agreement designee is unable to administer this Agreement, DWD will notify UW-Madison and designate a new Agreement designee.

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

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

NOW, THEREFORE, in consideration of the mutual undertaking and agreements hereinafter set forth, the parties agree to the obligations set forth below.

1) HISTORY AND NEED

DVR was awarded a Federal grant in October 2021 from the Federal Rehabilitation Services Administration (see attachment **Grant Award Notification**), to assist people with disabilities in gaining new skills and industry-recognized credentials for high-growth occupations in health care, manufacturing, digital technology, and construction (hereinafter referred to as "the grant").

Grant funds will be used to carry out the Wisconsin Career Advancement Initiative Model Demonstration Project (hereinafter referred to as "the project"). The project design is intended to create capacity for enhancing career pathways outcomes and impacts for DVR consumers through the following objectives:

- a. Connect DVR consumers to Wisconsin career pathways.
- b. Improve Wisconsin Workforce Innovation and Opportunity Act (WIOA) partner coordination and collaboration in providing career advancement opportunities for people with disabilities.
- c. Increase training partner staff and employer awareness of diversity, equity, and inclusion (DEI), accommodations, and support to improve success of individuals with disabilities in career advancement.
- d. Increase DVR staff awareness, understanding, and use of local career pathways, apprenticeships, and work-based learning programs to promote the career advancement of their consumers.
- e. Use evidence-and data-based decision-making to increase participation of Wisconsin citizens with disabilities in career advancement activities.
- f. Provide DVR consumers with training and accommodations to increase their success in using career pathways, apprenticeships, and work-based learning programs for career advancement.

2) SERVICES TO BE PROVIDED

- A. To facilitate objective assessment of progress toward the plan of operation and achievement of project outcomes, UW-Madison researchers with expertise in program evaluation will assume primary responsibility for planning and performing the project evaluation.
- B. UW-Madison shall provide Program Evaluation Researchers that meet the qualifications described in this Agreement.
- C. Program Evaluation Researchers must meet the following qualifications:
 - i. Ph.D. or current participation in a doctoral program in Vocational Rehabilitation, Special Education, Psychology, Human Services, or related field.
 - ii. Experience with evidence-based practice in vocational rehabilitation, demand-side employment, career development, and knowledge translation.
 - iii. Experience with adequate and objective evaluation capacity using a dedicated, expert evaluation entity; centralized design and monitoring approach; full input and participation by target audiences and stakeholders; and utilization of design and data collection strategies.
 - iv. Experience with evaluation objectives that are linked to specific tasks, a facilitator (responsible party), timetable, as well as implementation and outcome indicators.
 - v. Experience with facilitating objective assessment of progress toward a plan of operation and achievement of outcomes.
 - vi. Experience with developing an implementation progress report for established objectives to record the activities and/or deliverables and timelines for project activities.
 - vii. Experience with the operational aspects associated with an evaluation process, including data aggregation and the integration of the data within an evaluation.

3) PROGRAM EVALUATION RESEARCHER'S ROLES AND RESPONSIBILITIES

- A. The Program Evaluation Researchers provided by UW-Madison pursuant to Section 2 of this Agreement, shall provide services as described below:
 - i. Conduct the formative evaluation for the project in partnership with DVR. UW-Madison will be responsible for providing oversight and management of research and evaluation services for the project. Evaluation services to include, but not limited to, the following:
 - a. Assist with the planning and decision making for resources needed for specific purposes, priorities within project efforts, and primary and secondary groups/systems targeted for change activities and expected results.
 - b. Collect all project outcome data to profile the success of the project. All outcome statements will be coupled with descriptions of data and data sources and will be used to report progress toward outcome objectives.
 - c. Conduct formative assessment of the implementation of the project to assess the design, service, and management plan.
 - d. Conduct summative evaluation after completion of the project development and implementation, to assess the main project outcomes.
 - e. Develop an implementation monitoring data collection process at the beginning of Project Year 1 to produce a Quarterly Implementation Progress Report for each objective.
 - f. Develop an Objective Inventory Form to record evaluation activities and/or deliverables and timelines for project activities.

- g. Facilitate all operational aspects associated with the evaluation process, including the annual data aggregation and the integration of the data with the annual evaluation.
- B. Submit all research proposals developed in whole or in part by staff assigned to the Wisconsin Career Advancement Initiative Model Demonstration Project Evaluation Team to the Institutional Review Board (IRB) for review and approval.
- C. Establish a contractual relationship with the University of Wisconsin-Stout to collaborate on the project's research and evaluation services and responsibilities outlined in this Agreement.
- D. Schedule, facilitate, and actively participate in regular and ongoing research and evaluation collaboration meetings involving the project's staff, UW-Madison researchers and staff, and various internal and external research partners. Research partners may include, but are not limited to, university campuses and staff, state personnel, content experts, and others as agreed upon by the parties.
- E. Interpret the project's research findings into user-friendly materials for use by participants, professionals, and policymakers using contemporary Knowledge Translation practices. Findings and other relevant information will be disseminated in coordination with outreach and engagement services.
- F. Provide reports to the DWD Agreement designee on enrollment and research services, including, but not limited to, the following:
 - i. Quarterly reports on research services.
 - ii. Other reports related to the project as reasonably requested by DVR.

4) FUNDING SOURCE AND BUDGET

- A. The services UW-Madison will provide under this Agreement will be funded through the following grant:
 - i. Federal Award Name -- Career Advancement Initiative Model Demonstration
 - ii. Federal Award Number H421C210018
 - iii. Date of Grant Award September 28, 2021
 - iv. Period of Performance –October 1, 2021, through September 30, 2026
 - v. CFDA (Catalog of Federal Domestic Assistance) -- 84.421
- B. Payment for services provided in accordance with the terms and conditions of this Agreement must not exceed the approved pricing amount detailed in **Attachment A: Pricing Narrative**. Estimated annual cost is \$100,000.
- C. UW-Madison shall invoice for actual costs incurred for services provided under this Agreement. UW-Madison shall invoice quarterly for services provided during the quarter no later than 30 days after the quarter's end. **Final invoice due November 16, 2026**.
- D. Charges for travel will be reimbursed based on the rates established by the Office of State Employment Relations, Compensation Plan, Section F (https://dpm.wi.gov/Pages/Employees/CompensationPlan.aspx), at the time of travel.

E. Invoice Instructions:

Address the invoice as follows:

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

but then either:

- 1. FAX the invoice to (608) 327-6012 (preferred); OR
- 2. E-mail the invoice to: Einvoice@dwd.wisconsin.gov.

There is no need to mail in a hard copy of the invoice, if the above steps are followed.

F. Any expenses outside of the services identified and travel identified must be pre-approved by the DWD Agreement designee prior to the expense being incurred.

5) INSURANCE RESPONSIBILITY

Each agency agrees that, as related to this 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.

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.

6) STATE AND FEDERAL RULES AND REGULATIONS

- A. This Agreement shall be governed under the laws of the State of Wisconsin. UW-Madison 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-Madison may subcontract part of this Agreement only with the prior written approval of DWD. UW-Madison retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into contractual agreements. If UW-Madison 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 to meet its obligations under the federal grant from the Federal Rehabilitation Services Administration (dated October 2021).
- D. Any discovery or invention conceived and reduced to practice related to this Agreement shall be promptly and fully reported to DWD.

7) RECORDS

- A. UW-Madison must maintain such records as required by State and Federal law.
- B. UW-Madison must allow inspection of records and programs, insofar as is permitted by State and Federal law, by representatives of DWD and its authorized agents, and Federal agencies, in order to confirm UW-Madison's compliance with the specifications of this Agreement.

C. UW-Madison 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.

8) NONDISCRIMINATION

- A. 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.
- 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.

9) ASSIGNMENT

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

10) 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 60-day written notice by either party to the other party. Upon termination, DVR agrees to reimburse UW-Madison for all allowable costs and noncancelable commitments incurred in its performance of this Agreement but not yet paid.

11) 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-Madison 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: | | |
|---|-------------------|--|
| The C-Sut | 3/21/2022 | |
| Robert Gratzl | Date | |
| Assistant Director, Contracts | Bale | |
| Research and Sponsored Programs | | |
| University of Wisconsin-Madison | | |
| | | |
| DocuSigned by: | | |
| Delora Newton | 3/21/2022 | |
| 3583CE600AC6443 | | |
| | | |
| Delora Newton | Date | |
| Delora Newton Division Administrator | Date | |
| | Date | |
| Division Administrator | Date | |
| Division Administrator | Date | |
| Division Administrator Division of Vocational Rehabilitation | | |
| Division Administrator Division of Vocational Rehabilitation | Date 3/22/2022 | |
| Division Administrator Division of Vocational Rehabilitation | | |
| Division Administrator Division of Vocational Rehabilitation DocuSigned by: Pamela McGillivray | 3/22/2022 | |
| Division Administrator Division of Vocational Rehabilitation DocuSigned by: Pamela McGilliwray Pamela McGillivray | 3/22/2022 | |

Attachment A

Pricing Narrative

WISCONSIN CENTER FOR EDUCATION RESEARCH

1. PERSONNEL (TOTAL: \$151,919)

All persons who work regularly for the Center are placed on the University of Wisconsin-Madison payroll in accordance with established University procedures. Titles and stipends are regulated and approved by Center management, the Dean of the School of Education, Madison Campus and University Central Administration. Salaries for professorial, professional, and graduate assistants are based on current salaries. Merit increments are calculated each year at 3% effective fall semester for professorial staff and 3% effective July 1st for professional staff and graduate assistants.

Tim Tansey, Principal Investigator (Base Salary \$140,542: 5% of 9 Months, Years 1-3; 4.5% of 9% Months, Year 4; 4% of 9 Months, Year 5): Dr. Tansey will provide oversight of the project, identify metrics and instrumentation for data collection activities.

Emily Brinck, Researcher (Base Salary \$76,500: 20% of 12 Months, Year 1; 27.5% of 12 Months, Year 2; 25% of 12 Months, Years 3-5): Dr. Brinck will assist Dr. Tansey in development of the evaluation plan and will have primary responsibility for data collection, management, and analysis.

Stacie Castillo, Project Manager (Base Salary \$65,092: 5% of 12 Months, Years 1-5): Ms. Castillo will serve as project manager and will be responsible for developing timelines for project evaluation activities, maintain communication with Wisconsin DVR and its partners, schedule and record team meetings, and arrange for offsite meetings.

2. FRINGE BENEFITS (TOTAL \$54,290)

Fringe benefit rates vary by employee classification. Classifications and rates are established by the University. In recent years, fringe benefit rates have increased consistently on an annual basis and are increased slightly following June 30. In Year 1, fringe rates are included at 34.7% for faculty and academic staff. In each following year, these rates increase by 0.5%.

3. TRAVEL (TOTAL \$13,080)

All reimbursements for transportation, lodging, meals, and related costs are included in this category. Travel expense reimbursements are made on the basis of actual and reasonable expenditures. Payments are governed by Wisconsin State Statutes and the University of Wisconsin System Travel Regulations. Travel estimates are based on past Center accounting experience, allowable travel expenses based on the University and State of Wisconsin travel regulations, and travel quotes from Madison travel agencies.

Local Travel (@ \$1,051, Years 1-2; \$2,102, Year 3): Travel to meet with DVR personnel throughout the state to provide training on evaluation plan and metrics that will be entered by those personnel as part of the data collection plan.

| Lodging (\$100/night) | \$100 | |
|-----------------------|--------------|---|
| Meals (\$55/day) | \$110 | |
| Mileage | <u>\$140</u> | |
| Total | \$350 | /Trip/Person x 3 trips = \$1,051, Years 1 & 2 |
| | | 6 trips = \$2,102, Year 3 |

Conference Travel (@ \$1,775, Years 1-5): Funds have been budgeted to attend one professional conference in each year of the project.

| Air Fare | \$500 |
|-----------------------|--|
| Lodging (\$225/night) | \$675 |
| Meals (\$75/day) | \$300 |
| Registration | \$300 |
| Total | \$1,775 /Trip/Person x 1 trip = \$1,775, Years 1-5 |

OTHER DIRECT COSTS (TOTAL \$141,515)

SUPPLIES

Research Materials (@ \$24, Year 1; \$184, Year 2; \$161, Year 3; \$629, Year 4; \$267, Year 5): Funds have been budgeted for miscellaneous research materials and supplies associated with the project.

Laptop (@ \$2,000, Year 1): Funds have been budgeted to purchase an Apple laptop to be used by Dr. Brinck to conduct data analysis on the project. This laptop type is Dr. Brinck's preferred system.

SUBAWARDS

University of Wisconsin-Stout (\$25,000, Year 1; \$27,500, Years 2-5): Funds are requested each year for a subaward to the University of Wisconsin-Stout. The University of Wisconsin-Stout will be co-responsible for development of data collection measures, data cleaning, data analysis, and the creation of written reports and manuscripts for peer-reviewed submission.

OTHER

Publications (@ \$250, Year 3; 1,500, Years 4-5): Funds have been budgeted to cover the costs associated with publications and fees.

9. TOTAL DIRECT COSTS (TOTAL \$360,804)

10. INDIRECT COSTS (TOTAL \$139,196)

Modified Total Direct Cost (MTDC) is used as the base for overhead calculations. The MDTC base includes all direct costs except subawards in excess of \$25,000. The University negotiates with DH&HS Region 5 to establish indirect cost rates. The 55.5% rate in this proposal is federally approved, effective November 2, 2018.

12. TOTAL COSTS (TOTAL \$500,000)

| Pricing (5 years Years 1 through 09/30/2026 | | 21 through | | | | |
|---|---------|------------|-----------|-----------|-----------|-----------|
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Subtotal |
| | 100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 | 500,000 |
| Total Project Costs | | | | | | \$500,000 |