

# Memorandum of Agreement (MOA) between

# 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, Office for the Blind and Visually Impaired (DHS/DPH)

for

**Independent Living – Older Blind Services (ILOB)** 

DHS MOA No.: MOU25-DHS-DWD-ILOB-00

MOA Amount: \$577,687.00

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

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

MOA Administrator: David Knuth

Telephone: 608-405-4634

Email: David.Knuth@dwd.wisconsin.gov

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

MOA Administrator: Amber Mullett

Telephone: 608-261-7823

Email: Amber.Mullett@dhs.wisconsin.gov

DWD/DVR and DHS/DPH acknowledge that they have read the MOA 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 MOA 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 MOA 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 MOA. DWD/DVR reserves the rights to reject or cancel the MOA based on documents that have been altered. This MOA 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: <u>DWD/DVR</u>		Entity Nam	e: DHS/DPH
Authorized Representative		Authorized Representative	
Name:	Meredith Dressel	Name:	Debra Standridge
Γitle:	DVR Administrator	Title:	DHS Deputy Secretary
	Signed by:		Signed by:
Signature:	Mendith Dressel	Signature:	Debra Standridge
	6792CD2339344D3		B176181CD0B8490
Date:	10/28/2024	Date:	10/28/2024

Entity Name: <u>DV</u>	<u>VD/DVR</u>	_
Authorized Rep	resentative	
Name:	Pamela McGillivray	
Title:	DWD Deputy Secretary	
Signature:	signed by:    famula McGillivray	
Date:	236276D77EED448 10/28/2024	

#### 1. PURPOSE AND SCOPE

This MOA describes the responsibilities of monitoring expenditures and performance deliverables for ILOB individuals who are fifty-five (55) years or older for FFY 2025 effective October 1, 2024, through September 30, 2025, as it relates to use of the Independent Living Services for Older Individuals Who Are Blind (IL-OIB) grants, under Title VII, Chapter II of the Rehabilitation Act of 1973, as amended by Title IV of the Workforce Innovation and Opportunity Act (WIOA), administered by DWD/DVR.

#### 1.1 Scope of Work

- Personnel: DHS/DPH staff within the Bureau of Aging and Disability Resources, Office for the Blind and Visually Impaired, will administer ILOB services to help individuals who are blind or visually impaired to achieve their own goals of independent living. Staff visit individuals in their homes, conduct group trainings, and teach techniques and technologies for use in daily living (home management, personal care, Orientation & Mobility, and communications). These specialized skills allow individuals to adapt and adjust to vision loss, enabling them to live as independently as possible. ILOB services include, but are not limited to, Clinical/Functional Vision Assessments, Assistive Technology Devices, Independent Living and Adjustment Training, Independence in the Home and Community Services, and Community Awareness Activities.
- Use of Sub-Contracts: DHS/DPH must follow state procurement requirements when subcontracting for goods or services to carry out this MOA.
- Financial Components-Use and Distribution of Funds: This agreement authorizes DWD/DVR to award to DHS/DPH the allocation of up to \$577,687 (\$578,687 federal award—\$1000 DVR administrative charge) for the provision of ILOB statewide services as identified in this section, Section 1.2 Programmatic Goals and the line-item budget included in this MOA as Attachment 1-ILOB Budget for ILOB services for FFY 25. As required by federal cost allocation rules, DWD/DVR will retain \$1000 for its estimated cost to administer/monitor this MOA, and any remaining amount shall be made available to DHS/DPH. DWD/DVR will notify DHS/DPH of any additional amount available, if any, via email.

The Wisconsin DVR program receives 90 percent of its funding for this MOA through the U.S. Department of Education. The remaining 10 percent of the costs are funded by Wisconsin state appropriations.

# 1.2 Programmatic Goals

ILOB services administered by DHS/DPH to individuals fifty-five (55) years or older who are blind are intended to restore, improve, or maintain the independence of older individuals whose functional capabilities

have been lost or diminished as a result of vision loss or blindness. DHS/DPH shall meet the following programmatic goals:

- 90% of individuals should report that they maintained or improved functional abilities that were previously lost or diminished, as a result of training in the use of assistive technology.
- 90% of individuals should report that they experienced functional gains or maintained their ability to travel safely and independently in their residence and/or community environment, as a result of ILOB services.
- 85% of individuals should report that they gained or maintained their functional abilities, as a result of training in communication skills.
- 90% of individuals should report functional gains, or successful restoration of their ability to engage in customary daily living activities, as a result of services or training in personal management/ daily living skills.
- 95% of all individuals who complete surveys should report feeling that they are in greater control and are more confident in their ability to maintain their current living situation, as a result of services they receive.

# A. Applicable Federal and Regulations

Sections 751 – 753 of the Rehabilitation Act of 1973, as amended by WIOA.

34 CFR § 367 – Independent Living Services for Older Individuals Who Are Blind.

2 CFR § 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Grants.

#### B. Use of Funds

Expenditures should represent a portion of salary, fringe benefits, aids and appliances, outreach activities, demonstration of new technologies, and training on assistive technology for individual expenses for Independent Living services administered by DHS/DPH to older-blind or visually-impaired persons ages fifty-five (55) years or older in all seventy-two (72) counties. Grant funds and non-federal match expenditures must be expended by September 30, 2025.

#### C. Distribution of Funds

The MOA award will be adjusted should the federal funding level differ from the amount identified in Section 1.1, Scope of Work, Financial Components, and any change must be in writing, as an amendment to the MOA, and signed by all parties.

The match requirement amount that DHS/DPH shall provide is \$64,298.56, which is at a 90/10% overall federal/state match ratio. DHS/DPH shall provide evidence of the minimum match expenditures at the required 10% match level for this federal grant award, by providing a breakdown of actual match expenses incurred with the quarterly invoice.

Dollars identified above are allocated but not available, and therefore not committed, until this agreement is fully executed.

# D. Availability of Funds

DWD/DVR's obligations under this MOA are contingent upon the availability and continued appropriation of State and Federal funds. In no event shall DWD/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 are reduced, terminated, or are not continued at an aggregate level sufficient to allow for the purchase of the specified services described herein for any reason whatsoever, DWD/DVR shall notify DHS/DPH of such change in available funds and DVR shall be entitled to reduce its commitment here under as it deems necessary.

#### **ACCOUNTABILITY**

DWD/DVR Contact Person: David Knuth

Title: DVR Contract Specialist

Agency Phone Number: 608-405-4634

Agency Email Address: <u>David.Knuth@dwd.wisconsin.gov</u>

DHS/DPH Contact Person: Ann Sievert

Title: Director, Office for the Blind and Visually Impaired

Agency Phone Number: 608-266-3147

Agency Email Address: <u>AnnL.Sievert@dhs.wisconsin.gov</u>

#### REVIEW CYCLE PERIOD

DWD/DVR will review reports and expenditures for monitoring purposes.

- DHS/DPH will provide DWD/DVR quarterly and annual program reports. Reports shall include:
  - i. The number of Individuals Served by Location.
  - ii. A description of services provided statewide and the progress towards programmatic goals set forth in Section 1.2. as reported through DHS/DPH consumer surveys.
  - iii. The reasons for slippage if established programmatic goals are not met.
  - iv. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high costs.
- The expenditures authorized in the budget (Attachment 1-ILOB Budget) shall be identified in quarterly invoices. Invoices shall be provided by DHS/DPH's accounting system, and shall include obligations for the federal funds, and a separate report for the match expenditures.
- Invoices and quarterly reports are due to DWD/DVR within 30 calendar days of the end of the quarter.
- The annual program report is due to DVR by November 1, 2025. Authorized DWD/DVR staff will review and enter the report into the Rehabilitation Services Administration (RSA) Management Information System (MIS) by December 31, 2025.
- Quarterly and annual reports shall be sent to: DVRSpecialContracts@dwd.wisconsin.gov.

# **Invoice Requirements**

Invoices to be addressed as follows:

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

The invoice shall be entered into STAR as an inter-agency invoice, and then sent via e-mail to <a href="Einvoice@dwd.wisconsin.gov">Einvoice@dwd.wisconsin.gov</a>. There is no need to mail in a hard copy of the invoice if the above steps are followed.

Invoices should be received no later than 30 days at the end of each quarter, with the final invoice received by November 15, 2025. Invoices shall include detail by line item to the greatest extent possible, as provided by DHS's accounting system, to include obligations for the federal funds, as well as a separate report for the match expenditures. 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.

#### **Term 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 MOA.

#### 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.

#### AMENDMENTS AND TERMINATION WITH NOTICE

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

DWD/DVR and DHS/DPH may negotiate changes to this agreement based upon changes to any federal or state law or Wisconsin Statutory or Administrative Code requirements or funding level changes. All changes, including budget modifications, shall be in writing, as an amendment to the MOA, and signed by all parties.

Either party can terminate this MOA without cause with thirty (30) calendar days written notice. Other technical assistance or projects identified by either party during the MOA will be negotiated and further specified as amendments to this MOA. These amendments shall be written and signed by the proper representatives of each agency and shall identify the exact nature of the assistance to be provided.

**Attachment 1–ILOB Budget** 

ATTACHMENT 1:
BUDGET SUMMARY U.S. DEPARTMENT OF EDUCATION FUNDS

# FFY 2025 ILOB (October 1, 2024 through September 30, 2025)

ILOB Budget Proposal for FFY 2025					
	OIB Grant	GPR Match			
1. Personnel	\$237,605	\$26,401			
2. Fringe Benefits	\$100,913	\$11,213			
3. Travel	\$10,471	\$1,163			
4. Client Expenditures	\$130,508	\$14,501			
5. Supplies & Publications	\$7,768	\$863			
6. Adventures in Vision Loss Camp	\$8,130	\$903			
7. Health Fair	\$1,500	\$167			
8. Contractual/ sub-contract MiBVI data tracking for 7-OB report	\$3,000	\$333			
9. Operations (e.g., leases, phone, postage, copier)	\$60,021	\$6,669			
10. Total Direct Costs	\$559,916	\$62,101			
11. Indirect Costs (7.9% of salaries)	\$18,771	\$2,086			
12. Total Project Costs	\$578,687	\$64,299			
13. Total award to DWD-DVR	\$578,687	n/a			
14. Retained by DVR for monitoring	(\$1,000)	n/a			
Total to DPH	\$577,687	\$64,299			
15. DPH Match	\$64,299	\$64,299			

#### **LINE-ITEM BUDGET DETAIL**

#### **Personnel Salaries**

The Office of Blind and Visually Impaired (OBVI) Director will commit 68% of their time to the ILOB grant. OBVI staff of 11 full-time Rehabilitation Specialists will commit up to 60% of their time to the ILOB clients and eligible projects. Two limited-term part-time Rehabilitation Specialist Associates will work an average of 20 hours each week with ILOB grant clients. They will provide services in the clients' place of residence or a group setting and perform outreach activities to promote OBVI services at health fairs and other aging events.

\$ 237,605 Total Staff Salaries

# **Fringe Benefits**

The total fringe benefit rate for permanent project positions is 43.94% and the LTE fringe rate is 7.65%.

\$ 100,913 Total Fringe Benefits

# **In State and Out of State Travel**

**All Staff Meetings and Training** – OBVI will meet with all staff four times a year.

\$ 1,500 Lodging, meals, and travel, etc.

**In-state travel** is required of the staff, and field supervisors to meet regularly with each of the direct service staff and with contracting organizations.

\$ 2,500 Project travel to staff meetings and outreach events

\$ 750 Administrative in-state travel by supervisor

**Travel to provide client services,** perform outreach activities, and attend training or meetings for direct service staff.

\$3,721 Rehabilitation Specialists and Associates in-state travel

**Out of State Travel** for Director to attend a three-day ILOB conference.

\$2,000

### \$ 10,471 Total Staff Travel

## **Client Expenditures**

Purchase of aids and appliances for clients, outreach activities, and increasing access to new technologies. As new training items become available, OBVI will continue to supplement the basic aides demonstration kits with these funds.

\$130,508 Total Client Expenditures

# **Supplies and Publications**

OBVI resource folders and brochures shall include basic informational handouts on eye disease, community resources, as well as signature guides with the OBVI toll-free number.

# \$ 7,768Total Outreach Materials and Supplies

# **OBVI Adventures in Vision Loss Camp/Outreach**

The Office for the Blind and Visually Impaired offers an Adventures in Vision Loss program at Lion's Camp which shall be held in September 2025 A total of 15-25 individuals who are blind attend the five-day camp. OBVI also attends several Health Fairs throughout the state to provide education and resources on blindness and vision loss.

\$8,130 Adventures in Vision Loss Camp

\$1,500 Health Fairs

# \$ 9,630Total Adventures in Vison Loss Camp/Heath Fairs

#### **Contractual**

Collaboration with private non-profit organizations allows for efficient use of state funds.

\$ 3,000 MiBVI annual dues for membership to use data tracking program for report.

# \$ 3,000 Total Contractual

# **Operations Costs**

Operations costs include (but is not limited to): Office rental, telephone for business calls to clients, DHS facilities, county aging resource staff, Independent Living Centers (ILCs), postage for correspondence to and from staff, aging resource staff, social workers at hospitals, dialysis units, medical offices, DVR monitoring fee, and copier charges/printing of materials.

# \$ 60,021 Total Operations Cost

#### **Indirect Costs**

The provisional fixed indirect rate 7.9% of salaries

# \$ 18,771 Total Indirect Costs

As required by federal cost allocation rules, DVR will retain \$1000 for its estimated cost to administer/monitor this contract.

### \$ 1,000 Amount retained by DVR

<u>Cost Sharing</u> At least \$64,299 of State of Wisconsin General Purpose Revenues from DPH/BADR will be dedicated to support and enhance the purposes of the OIB project in efforts to serve its clientele. These funds are allocated for staff salary costs of 11 Rehabilitation Specialists who are serving, at approximately 85% of their caseloads, older blind or visually impaired persons eligible for ILOB funding. Funds are General Purpose Funding (GPR), and no federal funds are used for the match by DPH/DLTC.