



# Partnership Plus Agreement

Between

Minnesota Department of Employment and Economic Development  
Vocational Rehabilitation Services

And

Minnesota Department of Employment and Economic Development  
Minnesota Disability Employment Initiative

This Agreement is entered into by the DEED-Vocational Rehabilitation Services hereinafter referred to as the State VR agency and DEED-Disability Employment Initiative hereinafter referred to as the Employment Network (EN). The purpose of this agreement is to facilitate referrals between the State VR agency and the EN under the Social Security Administration's Ticket to Work (Ticket) program authorized under the Ticket to Work and Work Incentives Improvement Act of 1999 (P.L. 106-170, Title 1, Subtitle A, 42 U.S.C. 1320b-19 et seq.) and the revised regulations Social Security promulgated under 20 CFR Part 411 that took effect July 21, 2008. The Agreement defines the responsibilities of each party in working with Social Security beneficiaries with disabilities (those receiving SSI/SSDI benefits) under the Ticket program and the Vocational Rehabilitation Cost Reimbursement (CR) program.

## **Duration and Exit Clause**

This agreement will remain in effect from date of signature to the end of the Disability Employment Initiative initial period of grant funding.

The parties may agree to amend this Agreement at any time. The amendment will take effect when the written changes are signed by both parties.

Either party can terminate this Agreement by providing the other party thirty days written notice of termination of the Agreement.

## **Purpose**

This partnership is created for instances where 1) the State VR agency has been serving a Ticket Holder under the Vocational Rehabilitation Cost Reimbursement program and is closing a beneficiary's case with the beneficiary in employment or 2) the State VR agency and the EN have been jointly serving a Ticket Holder and the State VR agency is closing a beneficiary's case with the beneficiary in employment. This agreement establishes the basis for the coordination of vocational rehabilitation services provided by the State VR agency with the provision of ongoing support services, job retention services, and other types of services and supports provided by the EN to assist beneficiaries in maintaining employment and increasing their earnings.



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## Goals

The goals of this agreement are to:

1. Strengthen the partnership between the State VR agency and the EN to work cooperatively in providing an array of well-coordinated and sequentially-timed, employment-related services and supports, designed to assist beneficiaries with disabilities to enter, maintain and advance in employment.
2. Establish processes for development of beneficiary-centered employment plans that comply with the requirements of Title I and Title VI-Part B of the Rehabilitation Act and the State VR agency's policies and procedures, as well as the requirements of the Ticket program related to ENs and State VR agencies.
3. Assist as many beneficiaries as possible obtain quality vocational services, such as counseling/guidance, career exploration, education/training, etc. to enter the workforce and achieve earnings above the Substantial Gainful Activity (SGA) level, or to increase their earnings to allow them to be self-supporting for a sustained period of time.
4. Create a coordinated service delivery model that addresses not only the provision of up-front services leading to employment, but also the provision of post-employment services to assist beneficiaries in maintaining and advancing in employment.

## Employment Related Services

To ensure a coordinated service delivery model that is respectful of the beneficiary's rights and informed choices, both parties agree to the following framework for the delivery of employment-related services:

1. At the first point of entry into employment-related services, Vocational Rehabilitation and/or the EN will discuss with the beneficiary, and as appropriate the guardian, the array of employment-related services available in the local community. Referrals will be made to appropriate providers based on the person's informed choices.
2. If the beneficiary makes an informed decision to work with both Vocational Rehabilitation and the EN, the Ticket to Work will initially be put into use with Vocational Rehabilitation. This will maximize potential Cost Reimbursement payments to the State VR agency and Milestone and Outcome payments to the



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EN, thus expanding the overall resources coming into the state to support services for individuals with disabilities.

3. Vocational Rehabilitation and the EN will work collaboratively to meet the employment-related needs of beneficiaries who make an informed decision to work with both programs.
4. If it is determined the beneficiary will need supported employment services to maintain employment, a referral will be made to an appropriate provider able to provide this more intense level of post-employment services. The state VR agency and the EN will work collaboratively to assist the beneficiary make an informed choice of provider.

### **Roles and Responsibilities**

To accomplish the goals of this agreement, the parties to this agreement will assume the following responsibilities:

#### State VR agency:

- Maintain Individualized Plans for Employment (IPEs) in preparation for Ticket assignment to the EN after VR case closure.
- Provide quality vocational services and supports and complying with State VR agency policies and the Rehabilitation Act of 1973, as amended.
- Ensure benefits counseling is available to help beneficiaries understand the effect that employment will have on their public benefits.
- Inform beneficiaries of their rights and choices under the Ticket program, including the voluntary nature of the program and the options available to beneficiaries under the program. The State VR agency will also inform beneficiaries of the Social Security Administration's rules related to medical Continuing Disability Reviews (CDRs) as they relate to Ticket status and "timely progress" requirements.

### **Referring Beneficiaries**

- The State VR agency will provide beneficiaries who are in need of the EN's specific menu of services with information on the EN that is a party to this agreement and discuss the unique service characteristics of this partner and how the EN might benefit him/her.
- In cases where the EN that is a party to this agreement has referred the individual to the State VR agency when the Ticket was assigned, the State VR



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agency will discuss the EN with the beneficiary and remind him/her of the previous relationship.

- Assuming the beneficiary has signed a Release of Information form and decided to assign his/her Ticket to the EN, the State VR agency will provide the EN with appropriate information on the services and supports the beneficiary received from the State VR agency and the post employment services and supports that the beneficiary will likely need to maintain employment and increase his/her earnings.
- The State VR agency will submit a Cost Reimbursement claim to Social Security when the beneficiary has worked for 9 months within a 12 month period with earnings above the applicable SGA level after required deductions.

### EN:

As a participant in this agreement with the State VR agency, the EN will be responsible for the following:

- The EN will identify a staff person(s) to be the Ticket liaison to the State VR agency.
- As the recipient of the beneficiary's Ticket assignment, the EN will work with the beneficiary to develop an Individualized Work Plan (IWP) outlining the ongoing support services, job retention services and/or other post-employment supports and services the beneficiary needs to maintain employment and increase his/her earnings. To the extent possible, the services spelled out in the IWP will include any post-employment service needs identified by the State VR agency prior to closing the beneficiary's VR case.
- As the beneficiary attains the required levels of work and earnings, the EN will use one of the three options that SSA has created to submit for Milestone and Outcome payments under the Ticket program.

### State VR agency and EN Shared Responsibilities:

- The State VR agency and the EN agree to ensure the confidentiality of all information in accordance with each other's prescribed policies. The State VR agency and the EN agree to use an exchange and/or release of confidential information form, signed by the beneficiary, permitting the exchange/release of necessary documentation and information as requested by either party.
- The State VR agency and the EN agree to have open lines of communication and share information as necessary to better serve beneficiaries. Based on prior written authorization of the beneficiary, the State VR agency and the EN will exchange information that includes, but is not limited to, consumer evaluations/assessments, IWPs/IPEs, progress reports and other related records



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that will enable both parties to effectively coordinate employment and rehabilitation services for the beneficiary.

- A representative of the State VR agency and the EN staff liaison will work together as needed to ensure that the informed choice of Ticket Holders is respected.
- The State VR agency and the EN will collaborate to facilitate beneficiary access to accurate information on the impact of employment on their Federal and state benefits and healthcare coverage and, when appropriate, refer customers for benefits planning assistance, when available.
- The State VR agency and the EN will apprise the other immediately if services are interrupted or discontinued.

### Procedures for Dispute Resolution

- The designated liaison for the State VR agency and the EN will make every effort to informally resolve any disputes arising out of this agreement within 30 days of notification of the dispute.
- If the liaisons cannot resolve the dispute, it will be referred to the Director of Vocational Rehabilitation Services and the Director for Workforce Development for resolution within 30 days of notification.
- Should these informal dispute resolution processes fail to satisfactorily resolve the dispute, either party may seek resolution through OSM in accordance with the procedures delineated in 20 CFR Section 411.435(c).
- If either the EN or the State VR agency does not agree with OSM's recommended resolution to the dispute, the EN or the State VR agency may request a decision by Social Security on the matter in dispute.

### Customer Rights and Responsibilities

- Similar to the Rehabilitation Act of 1973 as amended, the Ticket to Work and Work Incentives Improvement Act of 1999 made the informed choice of beneficiaries a cornerstone of the Ticket program. The choice of the beneficiary regarding Ticket assignment is the deciding factor, regardless of referral procedures that exists in this agreement between the State VR agency and the EN that is party to this agreement.
- Services provided or paid for by the State VR agency entitle the beneficiary to all of the protections available through the Rehabilitation Act of 1973, as amended, including access to assistance available through the Client Assistance Program (CAP).
- If the Ticket Holder has a dispute with the EN regarding the services being provided under the beneficiary's IWP, the EN shall follow the EN's administrative processes as appropriate. If the dispute cannot be resolved through the EN's administrative processes, the beneficiary shall be referred to the Protection and



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Advocacy for Beneficiaries of Social Security (PABSS) program for assistance in resolving the dispute.

- Nothing in this agreement will impact a Ticket Holder's rights and responsibilities under the Ticket program.

## Evaluation

- The State VR agency and the EN will evaluate the effectiveness of this agreement at least annually to determine if adjustments are necessary and to agree on what those adjustments should be.
- Specifically the parties to the agreement will evaluate the following:
  - If the rights and choices of beneficiaries are being respected under this agreement.
  - The administrative burden associated with participation in this agreement.
  - Patterns or trends of Ticket assignment.
  - Identified gaps in the service delivery system.
  - Tracking employment outcomes for beneficiaries receiving long-term employment supports.

## Management of the Agreement

The State VR agency and the EN designate their respective representatives, identified below, for coordination, communication, and management of this agreement.

### State VR Agency:

Allan Lunz  
Rehabilitation Program Specialist  
DEED-Vocational Rehabilitation Services  
332 Minnesota Street, Suite E200  
St. Paul, Minnesota 55101-1351

Phone: 651/259-7365  
Email: Allan.Lunz@state.mn.us

### Employment Network:

Lynn Douma  
Employment and Training Program Coordinator  
DEED-Workforce Development Division  
332 Minnesota Street, Suite E200  
St. Paul, Minnesota 55101-1351

Phone: 651/259-7536  
Email: Lynn.Douma@state.mn.us

## General Statements

- This agreement does not preclude the State VR agency or the EN from entering into an individual agreement for services to a specific Ticket Holder or an agreement as a partner with another EN or a coalition of providers functioning as a single EN.
- Nothing in this agreement shall in any way take precedent over the requirements of the Rehabilitation Act of 1973, as amended.



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- The State VR agency will purchase services only from SVRA-approved vendors.
- All services and supports purchased by the State VR agency will follow established guidelines and vendor agreement requirements for the purchase of vocational rehabilitation services.
- Nothing in this agreement will impact on the State VR agency's role in vendor approval and the negotiated rate for services and supports purchased by the State VR agency through its Title I VR grant.

This agreement demonstrates a good faith effort between the State VR agency and the EN to support the employment efforts of Social Security beneficiaries.

Signatures:

Bonnie Elsey  
Director, Workforce Development Division

Date: 6/20/13

Kimberley T. Peck  
Director, Vocational Rehabilitation Services

Date: 06/25/13