



Sample State VR Agency/EN Agreement: Partnership Plus Agreement with Optional Provisions

Ticket to Work Partnership Agreement

Between

(Name of State Vocational Rehabilitation agency)

And

(Name of Employment Network)

This Agreement is entered into by the _____ (State Vocational Rehabilitation agency) hereinafter referred to as the State VR agency and _____ (name of Employment Network (EN)) hereinafter referred to as the 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 (and financial obligations) of each party in working with Social Security beneficiaries with disabilities (those receiving SSI/SSDI benefits) under the Ticket program or the Vocational Rehabilitation Cost Reimbursement (CR) program (or both).

Duration

This agreement will remain in effect from _____ (date agreement is being initiated) to _____ (ending date).

[Note: Agreements that deal with the exchange of monies are typically in effect for one year. If the agreement is for more than one year, there may be a provision to review it annually. Agreements that do not address the exchange of monies are generally longer in duration. Revised Ticket regulations went into effect July 21, 2008. The regulatory changes to the program were significant enough that the implications of these changes cannot necessarily be predicted. Consequently, it may be advisable to revisit the agreements being developed as often as every six months.]

Purpose

Option 1: General Agreement – Does Not Address Ticket Assignment

This agreement establishes a long-term commitment between the State VR agency and the EN to collaborate on how resources (financial and human) will be deployed in addressing the employment-related needs of Social Security beneficiaries with



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disabilities (SSI/SSDI). It defines the roles and responsibilities of the State VR agency and the EN as they partner in meeting the needs of Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI) beneficiaries under Social Security's Ticket program and the traditional Cost Reimbursement (CR) program.

Option 2: Partnership Plus Agreement – Does Address Ticket Assignment

This partnership is created for instances where the State VR agency has been serving a Ticket Holder under the VR CR program and 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.

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 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 when they function as an EN.
3. Assist as many beneficiaries as possible through 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.

Post-Employment Services (Option 1)



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To ensure a coordinated service delivery model, both parties agree to the following framework for the delivery of post-employment services:

1. To build on and strengthen the existing partnership regarding the provision of vocational services for Social Security beneficiaries with disabilities.
2. To ensure that best practices and ethical standards are maintained and that the beneficiary's rights and informed choices are respected.
3. To work together to maximize potential CR payments to the State VR agency and Milestone and Outcome payments to the EN, thereby expanding overall resources coming into the state to support the public and private service infrastructure of vocational rehabilitation and employment-related services to individuals with disabilities.

Post-Employment Services (Option 2)

Provision of Post-Employment Job-Related Services: Job-related services as defined for the purpose of this agreement include those services provided to a beneficiary who has been successfully rehabilitation. Services are provided in order to enable the beneficiary to maintain and/or advance in his/her employment and increase his/her earnings to the level established under the beneficiary's Post-Employment IPE. Such services shall be provided in support of achieving the beneficiary's weekly work hours and earnings goal and for the purpose of becoming self-supporting. Post-Employment Job-Related Services shall include, but not be limited to:

1. Limited job development services that will refine the job to better meet the needs of the employer.
2. Limited job coaching to aid the individual in stabilizing on the job.
3. Limited job training or retraining to further stabilize the individual in his/her job.
4. Follow-up services such as regular contact with a beneficiary's employer, the beneficiary, the beneficiary's parents, family members, guardian, advocate, or authorized representative, and other suitable professionals and informed advisors, in order to reinforce and stabilize the job placement.
5. Services that will assist the beneficiary in adapting to the work environment and facilitate identification and access to natural supports at the work site.
6. Referral and other services that will assist a beneficiary to secure needed services from other agencies and identify and access community resources needed in support of employment (e.g., transportation to and from work,



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affordable housing, public assistance/services, child or elder care, etc.) when such services are not available through a local Independent Living Center.

7. Services that will aid the beneficiary in developing/enhancing job skills needed to successfully perform their current job or a job that will advance a beneficiary's work effort and increase his/her earnings.
8. Job search and placement assistance to re-employ a beneficiary.

The above services will be provided only as needed by a particular beneficiary. Therefore, a single or combination of the above services may be provided as "Job Related Services."

In addition to the above, an EN providing Job-Related Services to a beneficiary shall conduct monthly monitoring and assessment to evaluate a beneficiary's stability on the job and to identify the need for any additional job-related services.

Roles and Responsibilities

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

State VR agency

- Maintaining Individualized Plans for Employment (IPEs) in preparation for Ticket assignment to the EN after VR case closure.
- Providing quality vocational services and supports and complying with State VR agency policies and the Rehabilitation Act of 1973, as amended.
- Providing benefits counseling to help beneficiaries understand the effect that employment will have on their public benefits. (optional)
- Providing training to the EN's staff on work incentives that are designed to support full-time employment for beneficiaries. (optional)
- Prior to case closure, discuss the Ticket program with each beneficiary being served under the CR program, explaining that the beneficiary's Ticket will become available for assignment after VR closes the case and notifies the Operations Support Manager (OSM) that the beneficiary's case is closed.

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



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[This section must clearly describe how the beneficiary will make the final decision regarding EN referral. What is included here will depend on how the State VR agency is planning to provide information about ENs in the area to beneficiaries whose VR cases are being closed. Such options might include the following.]

- 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.

“OR”

- The State VR agency will provide beneficiaries with information on the ENs in the local area, including the EN that is party to this agreement.
- 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 agency will discuss the EN with the beneficiary and remind him/her of the previous relationship.

“OR”

- The SVRA will refer beneficiaries to the Choose Work web site (www.choosework.net) to obtain information on ENs in the local area.
- 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



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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.

- The State VR agency and the EN will work collaboratively to determine the most efficient and accurate mechanism for tracking earnings data and maintaining contact with beneficiaries for the purpose of knowing when the State VR agency can submit a CR claim and when the EN can submit for Milestone and Outcome payments under the Ticket program.
- 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.

[Note: The EN responsibilities listed below are optional, and will depend on the nature of the agreement between the State VR agency and the EN.

- The EN will either provide periodic (monthly, bi-monthly or quarterly) status reports including information on the beneficiary's work status, evidence of earnings, and other relevant information to the State VR agency to facilitate the submissions of Cost Reimbursement claim to Social Security.
- Work with the State VR agency to implement training for the EN's staff on work incentives and attitudinal barriers to employment. (optional)

State VR agency and EN Shared Responsibilities

- The SVRA 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 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



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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.

Optional Provisions Related to Post-Employment Payments from the State VR agency to the EN

[Some State VR agencies are experimenting with post-employment job retention payments to ENs when the services and supports the EN provides assist beneficiaries that VR closed in employment in maintaining that employment and increasing their earnings to the point the State VR agency can submit a CR claim. If these incentive payments are described as payments for post-employment services and are made prior to the beneficiary's ninth month of SGA (earnings that qualify the State VR agency for a CR payment), the State VR agency can include the cost of these services in its CR claim for that beneficiary. The following are examples of provisions that would address such incentive payments.]

Example 1: Beneficiary exits the State VR agency with earnings above the applicable SGA level.

- When a beneficiary exits the State VR agency with wages above the applicable SGA level, the EN obtains the beneficiary's Ticket assignment, and the EN is successful in assisting the beneficiary in maintaining those earnings for a minimum of nine months within a 12-month period, the State VR agency will pay the EN a post-employment benchmark payment of \$_____.

Example 2: Beneficiary exits the State VR agency with earnings below the applicable SGA level (two benchmark payments available).

- When a beneficiary exits the State VR agency with wages below the applicable SGA level and the EN assist the beneficiary in increasing his/her earnings to the applicable SGA level (or assisting the beneficiary in attaining three consecutive months of work with earnings at the applicable SGA level), the EN will be eligible to receive a \$_____ post-employment benchmark payment from the State VR agency. The EN is eligible for an additional \$_____ post-employment benchmark payment when the beneficiary attains eight consecutive months of net SGA earnings. These post-employment payments are available to the EN based on the provision of timely status reports to the SVRA that include wage data, pay stubs, or other information necessary to submit a CR claim.

For both examples above, the agreement may spell out expectations with regard to the



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EN tracking work and earnings and providing timely notice to the State VR agency when a beneficiary has attained eight or nine months of SGA earnings plus \$200. Sample language might read:

- Receipt of this post-employment payment is dependent on the EN providing a timely status report to the State VR agency that meets one of the three requirements for the State VR agency to submit a CR claim.
 - a) A wage verification letter on the employer's letterhead which indicates a breakdown of monthly wages. The verification letter should also include a contract person and a telephone number; or,
 - b) A Payroll Report from the employer which documents the beneficiary's name, Social Security Number, paycheck date, and breakdown of monthly payments, including a contract name and telephone number from the employer; or
 - c) Copies of paycheck stubs covering the minimum required SGA period that include the beneficiary's name and address, payroll period, date issued, and check amount; or
 - d) A combination of the above that provides a complete wage and employment history for a period of not less than 9 months within a 12-month period of time; and a synopsis of the post-employment job-related services provided.

- All payments under this agreement will be payable within 45 days following the State VR agency's receipt of employment and wage verification. The State VR agency will use its existing authorization payment system to effect payments as described herein.

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 _____ (a VR Grants and Contracts person) and the Executive Director (or CEO) of the EN for resolution within 30 days of notification.
- Any dispute concerning implementation of the provisions of this agreement that has not been resolved through these processes will be referred to the Commissioner/Director of the SVRA for resolution within 30 days of notification. Before rendering a decision with respect to any disputed matter, the Commissioner or his/her designee shall provide the parties with a full and fair opportunity to set forth their positions regarding the matter in dispute and an opportunity to be heard and to offer evidence in support of their positions.



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- 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 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.

Indemnification

The parties to this Agreement each agree to indemnify, defend, and hold harmless the other, and the other's attorneys, agents, and employees, to the full extent allowed by law, from all claims, suits, judgments, debts, or damages, arising out of the indemnifying party's performance or failure to perform under this Agreement. Nothing in this section is intended to alter or waive any party's entitlement to a defense of sovereign immunity, or to extend the liability of any party beyond the limits established in _____ (cite applicable section of state statute), except as otherwise provided by law and nothing herein shall be construed as consent by any party to be sued by third parties regarding the intent of this agreement. The obligations set forth in this section shall survive termination of this Agreement.

Evaluation



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- The State VR agency and the EN will evaluate the effectiveness of this agreement _____ (annually or every six months) 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.
 - The equity and appropriateness of the post-employment payment provisions (if applicable).
- This information will be shared with the State Rehabilitation Council and considered in monitoring the effectiveness of this partnership agreement.

Amendments and Exit Clause

- The parties may agree to amend this Agreement at any time. However, such amendment shall not take effect until the changes are in writing and signed by both parties.
- Either party can terminate this Agreement by providing the other party thirty
- 30 days written notice of termination of the Agreement.

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.

SVRA

EN

Name

Name

Title

Title

Mailing address

Mailing address

Phone and fax numbers

Phone and fax numbers



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E-mail address

E-mail address

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.
- The State VR agency will purchase services (including post-employment services from ENs and benchmark payments) 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.

Signed _____

Date: _____

Director/CEO of EN

Date: _____