

Partnership Plus Agreement Regarding the Social Security
Administration Ticket to Work Program
Between
The Wisconsin Division of Vocational Rehabilitation (DVR) And
Employment Resources, Inc. (ERI)

I. Introduction

The new "Ticket to Work" regulations that became effective on July 21, 2008 create an opportunity for the Wisconsin Division of Vocational Rehabilitation (DVR) and Employment Resources, Inc. (ERI) to improve employment outcomes for beneficiaries of Supplemental Security Income (SSI) and/or Social Security Disability Insurance (SSDI). This agreement establishes a "Partnership Plus" program. This agreement is effective from the date of the latest signature by the parties involved.

II. "Partnership Plus" Program

A. Purpose

The purpose of this Partnership Plus program is to develop an agreement between DVR and ERI under the SSA Ticket to Work Program. This partnership is proposed for instances where a Ticket Holder seeks DVR assistance, the Ticket is placed "In-Use SVR", and the Ticket Holder is served under the Cost Reimbursement payment option. The proposed agreement establishes the basis for coordination of vocational rehabilitation services under the Rehabilitation Act with Individual Work Plan services under the Ticket to Work Program. This proposed partnership agreement would not preclude DVR and ERI from entering into an individual agreement for services for a specific client.

This Partnership Plus program:

- builds on and strengthens the existing partnership around the provision of employment services for DVR consumers
- ensures best practices and ethical standards are maintained and that the client's rights and informed choices are respected
- provides the Ticket Holder with coordinated and seamless service transition between DVR and ERI employment services
- maximizes reimbursement received under the Cost Reimbursement program and milestone/outcome payment systems available under the Ticket to Work Program.

B. Duration

From date of final signature until June 30, 2013.

C. Roles and Responsibilities

DVR will register a Ticket as "In-Use SVR" with the Operations Support Manager (OSM/MAXIMUS) for all consumers who use their Tickets under this Partnership while the DVR case is open. Once the client is successfully employed at Substantial Gainful Activity (SGA), or has the likelihood that Substantial Gainful Activity will be achieved within the next several months, DVR will assist the client, with their full informed choice, involvement and consent, to transfer his/her Ticket to an SSA-approved Employment Network when the DVR case is closed.

DVR Roles and Responsibilities:

1. Based on the order of selection and appropriateness of services, DVR will identify potential Ticket Holders for this Partnership agreement. This agreement is most appropriate for consumers with a high likelihood of reaching Substantial Gainful Activity.
2. For known Ticket Holders, DVR's wait list and closure letters will contain referral information to the Operations Support Manager for the Ticket program (OSM/MAXIMUS).
3. DVR will open cases as appropriate and explain the Ticket and Partnership process. DVR will review with each client determined eligible for vocational rehabilitation services his or her options under the Ticket Program including the following:

Providing general information regarding the options for using the Ticket and information on how to contact the OSM for the Ticket to Work and Self-Sufficiency Program to obtain information on approved employment networks.

Partnership Plus option: inform the consumer that they are signing the IPE with the understanding that the Ticket will be considered "In-Use SVR" at DVR; followed by the option to assign the Ticket to an EN based on informed choice once the DVR case is closed.

Providing benefits analysis services as needed and when appropriate to the IPE goals.

4. When a Ticket is made available for "In-Use SVR" assignment with DVR following the development of an approved ERI-IWP and Ticket assignment to ERI and the Ticket Holder is subsequently referred to DVR for services, ERI will contact OSM to unassign the Ticket. When the Ticket is put "In-Use SVR", the IWP services developed but not completed by ERI may be purchased from ERI as the consumer's provider of choice, if those services are also deemed appropriate to the DVR employment plan. DVR will develop and maintain an Individualized Plan for Employment (IPE) on consumers in the Partnership Plus agreement with ERI as appropriate.
5. At the time of IPE service initiation, DVR will complete the electronic process to place these Tickets "In-Use SVR" with OSM for all consumers who choose to use their Ticket under this Partnership.
6. When purchased services are needed (e.g. situational assessment, job development, and/or job training), DVR will refer and authorize to an appropriate vendor of the consumer's choice according to DVR's typical processes and procedures. Once the consumer's employment is stabilized and the DVR case is ready for closure, DVR will electronically report the case closure to OSM, releasing the Ticket for assignment to an EN, and will assist the consumer, with their full choice and involvement, to assign his/her Ticket to the most appropriate EN for follow along services at the time of case closure. To assure consumer informed choice, DVR will also provide information on accessing available Employment Networks via the OSM website (www.yourtickettowork.com).
7. At the time of case closure, if ERI previously referred the Ticket Holder to the DVR, and DVR put the Ticket "In-Use SVR", DVR will refer the consumer back to ERI as well as provide the consumer with information on how to access additional ENs via the OSM website. DVR will provide, with appropriate client consent, a copy of the closure letter to ERI to facilitate the return to ERI as an EN. The closure letter will contain the closure date, closure status as successfully employed, and note the potential for post employment services. If the consumer chooses to assign his/her Ticket to ERI, additional DVR service information may be provided to ERI in accordance with the consumer's informed consent.

For Ticket holders, who through informed choice, choose to assign their ticket to ERI at the time of closure and did not have a previous relationship with ERI, DVR will provide a copy of the closure letter and additional DVR service information in accordance with the consumer's informed consent.

8. DVR will bill the Social Security Administration (SSA) for all appropriate cost reimbursement expenditures incurred under this Partnership Plus agreement.

ERI Roles and Responsibilities:

1. ERI will ensure that Wisconsin Ticket Holders who are within their first 12 months of SGA level wages and who have expressed an interest in ERI services are asked whether they are currently receiving DVR services or have received DVR services at any time since 2007. ERI will check with OSM/Maximus to determine if a cost reimbursement claim has been made.

If no claim is on record, and the Ticket Holder has self-identified as a current or former DVR customer, DVR will share cost reimbursement claim activity status information with ERI only if ERI provides evidence of Ticket Holder identity. The purpose of the shared information is to determine whether DVR intends to make a cost reimbursement claim on this Ticket Holder. The goal of this screening is to reduce the number of ERI Milestone 1 payments subject to repayment. Through this agreement DVR is able to share its intent to claim cost reimbursement because the Ticket Holder has self-disclosed to ERI that they had a case with DVR, and providing this information will assist the consumer in receiving needed employment support services.

2. When ERI learns that a ERI-assigned Ticket Holder is a common customer also accessing DVR employment services, or when ERI refers a ERI-assigned Ticket Holder to DVR for services, ERI agrees to notify the Ticket Holder and the OSM of its intent to un-assign the Ticket. The purpose of the ERI Ticket un-assignment is to allow the Ticket to be placed "In-Use SVR" with DVR for Ticket service coordination and Cost Reimbursement recovery under this Partnership Plus agreement.

ERI may encourage the Ticket Holder to discuss their IWP services with DVR for the purposes of service coordination and/or consideration of inclusion of incomplete IWP services within the DVR employment plan. DVR may purchase services from ERI in accordance with the DVR fee-for-service payment schedule and technical specifications.

3. Once the DVR case is closed, DVR has reported the case closure to OSM through an established electronic process and the consumer has assigned his/her Ticket to

ERI, ERI will establish "Ticket Assignment" with the Program Manager. ERI is then able to submit for Phase 2 Milestone and Outcome Payments as achieved.

4. For a period of up to 12 months of SGA earnings, upon request from DVR, ERI will provide to DVR monthly status reports including wage data, pay stubs and other earnings verification information.

Joint Roles and Responsibilities:

1. DVR and ERI will establish Ticket liaisons who will work together as needed to ensure client's informed choice is respected. This will include informing consumers of the options spelled out under Roles and Responsibilities of this agreement.
2. DVR and ERI will ensure the delivery of information and appropriate employment supports to the Ticket Holder to maximize the use of Social Security work incentives with the goal of attaining and maintaining self-sufficiency through employment and earnings.
3. When referring a beneficiary to DVR, the EN will fill out the VR Agency Referral form (Attachment 1-A)., The original forms will accompany the beneficiary to the local DVR office. If the EN originally referred the beneficiary to DVR using the VR Agency Referral form, at the time of case closure DVR will provide the option, through informed choice, for the beneficiary to be refer back to the same EN by using the Referral to EN form (Attachment 1-B).
4. DVR and ERI will work together to determine the most efficient mechanism for tracking consumer wages and benefits status data for these two programs, i.e., Outcome/Milestone payments available under the Ticket to Work program and reimbursement payments under the Cost Reimbursement program which both depend on the accurate reporting of this data.
5. DVR and ERI will coordinate Ticket assignment and In-Use information in an effort to facilitate all the required reporting for the Partnership Plus agreement to the OSM.
6. DVR will exchange information necessary for the provision of services with ERI without a release of information when a referral is made from DVR to ERI as a partnership plus EN on an open file under the administration of the program. If the file is closed DVR will exchange basic information such as when the file closed, if an individual plan for employment was put in place, and if DVR has

already or plans to submit a cost reimbursement claim to social security. This basic information will be provided only if ERI contacts the liaison with DVR, which is predetermined, and provides knowledge that the consumer has had a past file, the social security number of the consumer, and the name of the consumer. ERI understands if more than basic information is required on a closed file a release of information signed by the consumer will need to be sent to the DVR liaison.

III. Client Rights and Responsibilities

Services provided or paid for by DVR entitle the Ticket Holder to all the protections available through the Rehabilitation Act of 1973 to include Client Assistance Program services. Client disputes with ERI provided services shall follow administrative processes as appropriate. When Tickets are "In-Use SVR" with DVR with the consumers' knowledge of using these Tickets, these consumers will be informed by DVR of their responsibilities in relation to SSA's timely progress requirements and medical CDR protections. Nothing in this agreement will have an impact on a client's rights and responsibilities under the Ticket to Work Program.

IV. Evaluation

DVR and ERI will evaluate the effectiveness of the Partnership Plus service model created by this agreement six months after assignment of the first Ticket and annually thereafter to determine what adjustments are necessary.

Specifically the parties will evaluate the following:

- The administrative burden associated with the Partnership Plus service model;
- Patterns or trends of Ticket Assignment;
- The equity and appropriateness of the payment provisions;
- The earnings and hours worked of consumers who choose to assign their Ticket;
- If consumer rights and choices are being respected under this agreement.

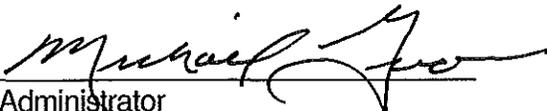
V. Amendments and Exit Clause

The parties may agree to amend the agreement at any time. However, such amendment shall not take effect until changes to the agreement are in writing and signed by both parties.

Either party can terminate the agreement by providing the other party thirty (30) days written notice of termination of the agreement.

A. General Statement

- The agreement will not in any way impede any of the parties from entering into other agreements regarding the Ticket to Work and Work Incentives Improvement Act of 1999.
- Nothing in the agreement shall in any way take precedent over the requirements of the Rehabilitation Act of 1973 as amended.
- Nothing in the agreement shall interfere with the existing fee-for-service agreement that ERI has with DVR.



Administrator
Division of Vocational Rehabilitation

11/27/12
Date



Executive Director
ERI, Inc.

Digitally signed by Tammy Liddicoat
DN: cn=Tammy Liddicoat, o=ERI, ou,
email=liddicoat@eri-wi.org, c=US
Date: 2012.11.21 14:38:01 -06'00'

Date

Attachment 1- A

STATE OF WISCONSIN
 VOCATIONAL REHABILITATION (VR) AGENCY REFERRAL
 FORM NUMBER

	Date
DVR Office Name & Address	Employment Network Name & Address
Ticket Holder Name (Last, First)	Social Security # (last 4 digits only) XXX – XX-

I am referring the above-named ticket holder to you for Vocational Rehabilitation (VR) Services.

Attached to this referral is a consent form signed by the ticket holder allowing us to exchange information with your agency.

The ticket has been unassigned to allow ticket status to be coded as "In-Use SVR." At the end of VR services please refer the ticket holder back to us so that the ticket can be assigned to maintain medical Continuing Disability Review (CDR) suspension and so we can assist the ticket holder in his/her efforts to retain and/or advance in employment.

Should you have any questions, please do not hesitate to contact me by email or by phone (see below).

Referring EN Signature	Printed Name	Date Signed
Email Address	Phone Number	

Enclosure: Signed Consent Form

Attachment 1- B

STATE OF WISCONSIN
 REFERRAL TO EMPLOYMENT NETWORK
 FORM NUMBER

		Referral Date (must be same or after DVR closure date)
Employment Network Name & Address		DVR Name & Address
Consumer Name (Last, First)		Social Security # (last 4 digits only) XXX - XX -
IPE Effective Date	DVR Case Closure Date	DVR Case Closure Status

I am referring the above consumer to you for Ongoing Support Services and additional services the consumer may need to maintain work efforts.

With appropriate signed consumer consent, you will receive either by e-mail attachment, fax, or direct mail, a copy of the closure letter to facilitate the return to ERI as an EN.

If the consumer chooses to assign his/her Ticket to ERI, additional DVR service information may be provided to ERI in accordance with the consumer's signed consent.

If you should have any questions, please do not hesitate to contact me at the phone number or email below.

Referring Counselor Signature	Printed Name	Date Signed
Email Address	Phone Number	