Partnership Plus Agreement Regarding the Social Security Administration Ticket to Work Program Between The Wisconsin Division of Vocational Rehabilitation (DVR) And ABILITY SOLUTIONS

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 ABILITY SOLUTIONS 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 ABILITY SOLUTIONS 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 ABILITY SOLUTIONS 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 ABILITY SOLUTIONS 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, 2020.

C. Roles and Responsibilities

DVR will register a Ticket as "In-Use SVR" with the Ticket Program Manager (TPM) (TPM/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 Ticket Program Manager (TPM) for the Ticket program (TPM/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 TPM 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 ABILITY SOLUTIONS -IWP and Ticket assignment to ABILITY SOLUTIONS and the Ticket Holder is subsequently referred to DVR for services, ABILITY SOLUTIONS will contact TPM to unassign the Ticket. When the Ticket is put "In-Use SVR", the IWP services developed but not completed by ABILITY SOLUTIONS may be purchased from ABILITY SOLUTIONS 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 ABILITY SOLUTIONS as appropriate.

5. At the time of IPE service initiation, DVR will complete the electronic process to place these Tickets "In-Use SVR" with TPM 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 TPM, 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 TPM website (www.choosework.net).

7. At the time of case closure, if ABILITY SOLUTIONS previously referred the Ticket Holder to DVR, and DVR put the Ticket "In-Use SVR", DVR will refer the consumer back to ABILITY SOLUTIONS as well as provide the consumer with information on how to access additional ENs via the TPM website. DVR will provide, with appropriate client consent, a copy of the closure letter to ABILITY SOLUTIONS to facilitate the return to ABILITY SOLUTIONS 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 ABILITY SOLUTIONS, additional DVR service information may be provided to ABILITY SOLUTIONS in accordance with the consumer's informed consent.

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

   DVR will request that the Ticket holder sign a consent form to exchange specified information between ABILITY SOLUTIONS and DVR.

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

<u>ABILITY SOLUTIONS Roles and Responsibilities:</u>

1. ABILITY SOLUTIONS will ensure that Wisconsin Ticket Holders who are within their first 12 months of SGA level wages and who have expressed an interest in ABILITY SOLUTIONS

services are asked whether they are currently receiving DVR services or have received DVR services at any time since 2007. ABILITY SOLUTIONS will check with TPM/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 ABILITY SOLUTIONS, only if ABILITY SOLUTIONS 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 ABILITY SOLUTIONS 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 ABILITY SOLUTIONS that they had a case with DVR and providing this information will assist the consumer in receiving needed employment support services.

2. When ABILITY SOLUTIONS learns that an ABILITY SOLUTIONS-assigned Ticket Holder is a common customer also accessing DVR employment services, or when ABILITY SOLUTIONS refers an ABILITY SOLUTIONS-assigned Ticket Holder to DVR for services, ABILITY SOLUTIONS agrees to notify the Ticket Holder and the TPM of its intent to un-assign the Ticket. The purpose of the ABILITY SOLUTIONS 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.

   ABILITY SOLUTIONS 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 ABILITY SOLUTIONS 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 TPM through an established electronic process and the consumer has assigned his/her Ticket to ABILITY SOLUTIONS, ABILITY SOLUTIONS will establish "Ticket Assignment" with the Program Manager. ABILITY SOLUTIONS 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, ABILITY SOLUTIONS will provide earnings verification information.

<u>Joint Roles and Responsibilities</u>:

1. DVR and ABILITY SOLUTIONS 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 ABILITY SOLUTIONS 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 ABILITY SOLUTIONS 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 ABILITY SOLUTIONS 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 ABILITY SOLUTIONS 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 ABILITY SOLUTIONS will coordinate Ticket assignment and In-Use information in an effort to facilitate all the required reporting for the Partnership Plus agreement to the TPM.

6. DVR will exchange information necessary for the provision of services with ABILITY SOLUTIONS without a release of information when a referral is made from DVR to ABILITY SOLUTIONS 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 ABILITY SOLUTIONS 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. ABILITY SOLUTIONS 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 ABILITY SOLUTIONS 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.

PAGE 7/8 REC'D 5/24/2019 10:48:19 AM [Central Daylight Time] BBD 083376147

IV. Evaluation

DVR and ABILITY SOLUTIONS 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 ABILITY SOLUTIONS has with DVR.

April Watson-Horton
Executive Director
Ability Solutions

5-24-19
Date

Administrator
Division of Vocational Rehabilitation

7/11/2019
Date