

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

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 ERI PLUS 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 PLUS 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 PLUS 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 PLUS 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, 2021.

## 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 ERI PLUS-IWP and Ticket assignment to ERI PLUS and the Ticket Holder is subsequently referred to DVR for services, ERI PLUS will contact TPM to unassign the Ticket. When the Ticket is put "In-Use SVR", the MP services developed but not completed by ERI PLUS may be purchased from ERI PLUS 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 PLUS 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](http://www.choosework.net)).
7. At the time of case closure, if ERI PLUS previously referred the Ticket Holder to DVR, and DVR put the Ticket "In-Use SVR", DVR will refer the consumer back to ERI PLUS 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 ERI PLUS to facilitate the return to ERI PLUS 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 PLUS, additional DVR service information may be provided to ERI PLUS in accordance with the consumer's informed consent.

For Ticket holders, who through informed choice, choose to assign their ticket to ERI PLUS at the time of closure and did not have a previous relationship with ERI PLUS, 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 ERI PLUS and DVR.

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

ERI PLUS Roles and Responsibilities:

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

2. When ERI PLUS learns that a ERI PLUS-assigned Ticket Holder is a common customer also accessing DVR employment services, or when ERI PLUS refers a ERI PLUS-assigned Ticket Holder to DVR for services, ERI PLUS agrees to notify the Ticket Holder and the TPM of its intent to un-assign the Ticket. The purpose of the ERI PLUS 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 PLUS may encourage the Ticket Holder to discuss their MP services with DVR for the purposes of service coordination and/or consideration of inclusion of incomplete MP services within the DVR employment plan. DVR may purchase services from ERI PLUS 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 ERI PLUS, ERI PLUS will establish "Ticket Assignment" with the Program Manager. ERI PLUS 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 PLUS 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 PLUS 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 PLUS 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 ERI PLUS 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 ERI PLUS 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 PLUS 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 PLUS 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 ERI PLUS without a release of information when a referral is made from DVR to ERI PLUS 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 PLUS 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 PLUS 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 PLUS 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 PLUS 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 PLUS has with DVR.

  
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Executive Director  
ERI PLUS

July 7, 2020  
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Date

Delora Newton /s/

8/6/2020  
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Administrator  
Division of Vocational Rehabilitation

Date