

**Partnership Plus Agreement Regarding the Social Security
Administration Ticket to Work Program between
the New York State Education Department ACCES-VR and
the Research Foundation for Mental Hygiene, Inc.**

Introduction

This Memorandum of Agreement (MOA) is entered into by and between the New York State Education Department's Office of Adult, Career and Continuing Education Services – Vocational Rehabilitation (ACCES-VR), 89 Washington Avenue, Albany, New York 12234, and the Research Foundation for Mental Hygiene, Inc, a private, not-for-profit membership corporation for the purpose of assisting and enhancing the research and training objectives of the New York State Department of Mental Hygiene. ACCES has statewide administrative responsibilities for adult education, GED testing, vocational rehabilitation, independent living and proprietary schools. This agreement focuses specifically on the vocational rehabilitation program administered by ACCES-VR and the services provided and/or facilitated for individuals who are SSI/SSDI beneficiaries.

The Ticket to Work (TTW) and Self-Sufficiency Program (Ticket to Work program) administered through the Social Security Administration is a program for people with disabilities who receive benefits under the Social Security Administration's (SSA) Social Security Disability Insurance (SSDI) and/or Supplemental Security Income (SSI) program based on disability. It is a voluntary program for people who are ages 18 through 64 and interested in going to work. The Ticket to Work program provides access to the services and supports necessary to obtain, maintain and advance in employment. It is aimed at allowing individuals with disabilities to be more financially independent through earnings.

Partnership Plus

Partnership Plus (20 CFR Section 411.585) allows ACCES-VR and the Research Foundation for Mental Hygiene Administrative Employment Network (hereinafter referred to as "Research Foundation") to form this cooperative agreement to provide employment services under the SSA Ticket to Work Program. Under this agreement, an individual who has a Ticket to Work may receive vocational rehabilitation (VR) services through ACCES-VR to meet his or her intensive up front service needs. Upon closure of the VR case, ACCES-VR will facilitate assignment of the Ticket to the Research Foundation to enable the individual to receive ongoing services and supports. These ongoing services and supports may help the individual to maintain the job, advance in the job or build skills in order to increase earnings. Thus, for the purposes of Ticket assignment and Ticket to Work payments, a ticket holder can be served by ACCES-VR and the Research Foundation, although the Ticket assignment must be sequential, starting with ACCES-VR followed by assignment to the Research Foundation.

Purpose

The purpose of this agreement is to establish a Partnership Plus model in New York State that:

- Establishes effective procedures for the reciprocal referrals of SSI/SSDI beneficiaries between ACCES-VR and the Research Foundation which will assist individuals with disabilities to secure quality employment services;
- Builds on and strengthens the existing infrastructure and cooperative partnerships among ACCES-VR and the State agencies, one-stop centers, community rehabilitation providers, independent living programs, and other community resources committed to the employment of individuals with disabilities to maximize employment, economic self-sufficiency, independence and inclusion through the Ticket to Work Program;
- Assures that individuals who participate in the Ticket to Work program are provided with information and support services to assist them in exercising informed choice throughout the process of receiving employment services from all involved parties to this agreement and their respective network of providers, consistent with section 102(d) of the Rehabilitation Act and the Ticket to Work and Work Incentives Improvement Act of 1999;
- Engages in a cross-systems assessment of each individual's vocational rehabilitation and employment service needs in order to assure that Ticket to Work assignment options are based on each individual's needs relative to achieving competitive employment consistent with their unique strengths, abilities, capabilities, interests and informed choice;
- Expands service options and the overall capacity of New York State's workforce investment activities and vocational rehabilitation services to enable individuals with disabilities to achieve employment outcomes, decreasing reliance on public benefits while increasing their personal economic assets and resources; and,
- Maximizes the overall attainment of Ticket to Work revenue received from Social Security Administration collectively available to New York State through the Research Foundation under the Ticket to Work EN Program and ACCES-VR under the Ticket to Work Cost Reimbursement Program in an equitable way commensurate to the respective actual service expenditures to beneficiaries. This will permit the recovery of costs incurred in service delivery and thereby help to sustain and expand the overall service capacity of the cooperative partnership.

ACCES-VR Roles and Responsibilities

ACCES-VR shall:

- Inform ACCES-VR applicants and eligible individuals who are SSI/SSDI beneficiaries about the Ticket to Work Program;
- Provide information about resources where VR eligible individuals can receive a complete benefits analysis including long-term work incentives management if needed;

- Review the results of any benefits analysis with the eligible individual and discuss options for using available work incentives, including the SSA Section 301 (Continued Payment Under a Vocational Rehabilitation Program) provision, the Plan to Achieve Self-Support (PASS), Expedited Reinstatement of Benefits, Partnerships Plus and any other available options that need to be considered in order to achieve the employment goal identified in the Individualized Plan for Employment (IPE);
- Inform all SSDI/SSI beneficiaries of the benefits of having Continuing Disability Review (CDR) Protection while they are working with ACCES-VR and the Ticket assignment is *in use-SVR*;
- Provide the Ticket to Work Fact Sheet to the individual at application and again prior to closure;
- Identify a Ticket to Work Liaison who will coordinate Ticket assignment issues on behalf of Ticket holder with the respective Research Foundation community providers;
- Prior to VR case closure, provide the Ticket holder with information regarding the potential advantages of assigning the Ticket to a community provider of the Research Foundation after VR services have been completed. ACCES-VR will inform individuals about the Partnership Plus option available to beneficiaries prior to VR case closure and highlight the assistance available to secure ongoing supports, job retention and career advancement services. ACCES-VR will make a formal referral in writing as appropriate, in accordance with the applicable law and policy, based on the informed choice of the individual; and,
- Guide individuals in making a specific choice to assign their Ticket to Work to a Research Foundation community provider to ensure that the Research Foundation maximizes the Ticket to Work reimbursements for milestones/outcomes subsequent to VR cost reimbursement.

Note: A Ticket to Work that is assigned to the Research Foundation prior to the development of the Individualized Plan for Employment (IPE) under ACCES-VR is considered a comparable benefit. For VR services to be provided under an ACCES-VR IPE, the person must un-assign the Ticket from the Research Foundation in order to have the Ticket considered *in-use SVR* upon development of the IPE. At the conclusion of ACCES-VR services, the Ticket can be assigned or re-assigned to the Research Foundation.

Roles and Responsibilities of the Research Foundation:

The Research Foundation, directly or through its network of community providers, shall:

- Ensure, upon referral to ACCES-VR, that the Ticket has been taken out of assignment with the Research Foundation so that it is available to be placed *In Use- SVR* with ACCES-VR upon implementation of the IPE;

- Offer the beneficiary, subsequent to ACCES-VR case closure, services under an Individual Work Plan, which may include ongoing support and post-employment services to retain and advance in employment, increase work hours and earnings, manage benefits, avoid “overpayments” and sustain necessary well-being/health care, housing and transportation supports that are critical to maintaining employment; and,
- Screen all potential Research Foundation participants for ACCES-VR service engagement during the previous three consecutive years. If applicant is a former ACCES-VR participant, then the Research Foundation community provider will assess with the Ticket holder and the ACCES-VR Ticket Liaison the potential for re-engagement with VR services, as appropriate to the individual's current employment goal and service needs, and in accordance with VR law and policy.

Note: If the Ticket is assigned to the Research Foundation through an Individual Work Plan prior to ACCES-VR involvement and Ticket to Work phase II outcome payments have been secured by the Research Foundation, then the beneficiary and the Research Foundation community provider have determined that employment can be attained exclusively through the resources of the Research Foundation without the provision of ACCES-VR services.

Joint Roles and Responsibilities

The Research Foundation and ACCES-VR are jointly committed to the following:

- ACCES-VR and the Research Foundation, together with all community providers under the auspices of the Research Foundation, will assure that individuals participating in these programs have exercised informed consent for the release of information;
- Within six months of signing this agreement, all parties will work collaboratively to create a referral procedure that will facilitate eligibility for services in order to engage the individual in employment services as quickly as possible.
- The Research Foundation community provider and the local ACCES-VR office will work cooperatively with each individual to determine the rehabilitation needs and how to best guide the individual related to Ticket assignment consistent with the services required by that individual to secure employment;
- Develop and implement a cross-systems assessment protocol of each individual's vocational rehabilitation and employment service needs in order to assure that an individual's Ticket assignment options are based on the individual's particular needs relative to achieving competitive employment and consistent with their unique strengths, abilities, capabilities, interests and informed choice;
- For individuals who are SSI) and/or SSDI participants, the local community provider, acting under the auspices of the Research Foundation, and the local ACCES-VR Office will work cooperatively with the beneficiary to determine the best service options for the SSA beneficiary under an Individualized Plan for Employment (IPE) or an Individual Work Plan (IWP);

- Prior to Ticket assignment, the local community provider, acting under the auspices of the Research Foundation, and the ACCES-VR office will follow a uniform process for advising beneficiaries on Ticket assignment to either the local community provider, Research Foundation or ACCES-VR, under the Partnership Plus option. This will be based on the capacity of the local community provider and ACCES-VR office to support the provision of the full range of services to the SSI/SSDI beneficiary which may be necessary to assist the individual in achieving and sustaining an employment outcome at earning levels above substantial gainful activity (SGA);
- ACCES-VR and the Research Foundation community providers can jointly deliver services through the ACCES-VR IPE until the individual completes VR services after a minimum of 90 days of employment. During this time period, the TTW will be *In Use - SVR* with MAXIMUS, the Operations Support Manager for the Ticket to Work Program. After ACCES-VR closure, the Research Foundation community provider can accept the beneficiary's Ticket assignment. In this instance, the Research Foundation is eligible for Phase 2 milestone and all outcome payments under the TTW Program when the individual earns at SGA or above; and,
- ACCES-VR and the Research Foundation agree to coordinate the collection and sharing of employment-related data, including personal demographic information, Ticket status, types of employment services, service plans, and job and wage information.

Confidentiality

To the extent that the activities in this agreement provides a party with access to protected information regarding applicants, eligible individuals, beneficiaries or recipients of services, it agrees that it shall not use or disclose any such information for any purpose not in conformity with State law and regulations, Federal law and regulations (34 CFR 361.38 and other applicable laws), except upon the written consent of the individual, or the authorized parent or guardian, as authorized by law.

Evaluation

SED ACCES and the Research Foundation will evaluate the effectiveness of this partnership after the first six months of implementation and annually thereafter. Specifically, the parties will evaluate the following:

- a. the administrative responsibilities of the respective parties associated with implementation;
- b. fidelity to the terms of this agreement during implementation in practice on the state level and with the network of local providers and ACCES-VR District Offices;
- c. the effectiveness of the procedures established to refer beneficiaries from the Research Foundation to ACCES-VR and from ACCES-VR to the Research Foundation;
- d. patterns or trends of Ticket Assignment and its impact on quality of services to TTW participants; and,

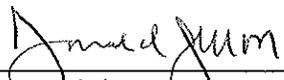
e. the equity and appropriateness of payment provisions.

Term of Agreement and Termination of Agreement

The term of this MOA shall begin January 1, 2013 and end December 31, 2015 unless terminated earlier by SED or Research Foundation, or amended by mutual written agreement of SED and Research Foundation.

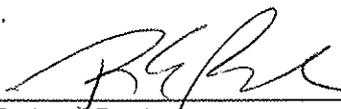
Either SED or the Research Foundation may terminate this MOA, in whole or in part, by providing ninety (90) days written notice to the other party.

By signing below, the signatories agree to the terms and conditions of this MOA on behalf of their respective agencies listed below.



Donald Juron
Chief Operating Officer
NYS Education Department

Date: 2/1/13



Robert Burke
Managing Director
Research Foundation for Mental
Hygiene
Date: 2/6/13