

ALABAMA WORKFORCE INVESTMENT SYSTEM

**Alabama Department of Economic and Community Affairs
Workforce Development Division
401 Adams Avenue
Post Office Box 5690
Montgomery, Alabama 36103-5690**

December 5, 2012

GOVERNOR'S WORKFORCE DEVELOPMENT DIRECTIVE NO. PY 2007-05, Change 2

SUBJECT: Training and Employment Notice (TEN)

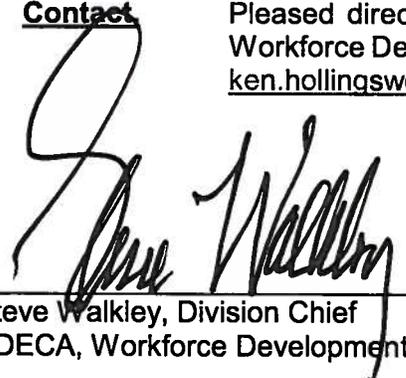
1. **Purpose.** This transmits the following TEN:

<u>Number</u>	<u>Date</u>	<u>Subject</u>
14-12	12/04/12	Receiving Ticket to Work Payments as an Employment Network

2. **Discussion.** TEN No.14-12 announces a streamlined process for American Job Centers, state workforce agencies, and workforce investment boards to become Employment Networks (ENs) under the Social Security Administration's Ticket to Work and Self Sufficiency (TTW) program.

3. **Action.** TEN No. 14-12 is attached for informational purposes.

4. **Contact** Pleased direct any questions regarding this TEN to Ken Hollingsworth, Workforce Development Division, Workforce Initiatives, at 334.242.5882 or ken.hollingsworth@adeca.alabama.gov.



Steve Walkley, Division Chief
ADECA, Workforce Development Division

Attachment: TEN 14-12

TRAINING AND EMPLOYMENT NOTICE	NO. 14-12
	DATE December 4, 2012

TO: STATE WORKFORCE AGENCIES
STATE WORKFORCE ADMINISTRATORS
STATE WORKFORCE LIAISONS
STATE AND LOCAL WORKFORCE BOARD DIRECTORS
AMERICAN JOB CENTER MANAGERS

FROM: JANE OATES /s/
Assistant Secretary
Employment and Training Administration

KATHLEEN MARTINEZ /s/
Assistant Secretary
Office of Disability Employment Policy

SUBJECT: Receiving Ticket to Work Payments as an Employment Network

- 1. Purpose.** To announce a streamlined process for American Job Centers, state workforce agencies, and workforce investment boards to become Employment Networks (ENs) under the Social Security Administration's Ticket to Work and Self Sufficiency (TTW) program.
- 2. References.**
 - Training and Employment Notice (TEN) No. 6-02, *The Ticket to Work and Work Incentives Improvement Act (TWWIA) and Ticket to Work and Self-Sufficiency Program Implementation*;
 - TEN No. 20-07, *Ticket to Work Program-Employment Networks*; and
 - TEN No. 6-11, *Increasing the Public Workforce Development System's Participation in the Ticket to Work Program (TTW) for Disability Beneficiaries*.
- 3. Background.** The TTW program is the centerpiece of the Ticket to Work and Work Incentives Improvement Act (TWIIA) of 1999, Public Law 106-170. This program provides Social Security disability beneficiaries receiving Social Security Income (SSI) or Social Security Disability Insurance (SSDI) benefits with incentives and options for them to enter or re-enter the world of work. It provides disability beneficiaries with choices, opportunities, and supports needed to become employed, stay employed, and increase earnings. It has the potential for eventually reducing their dependency on benefits by becoming fully self-supporting.

Most adults who receive Social Security benefits based on disability are eligible for the TTW Program. They may assign their Tickets to an Employment Network (EN) of their choice to obtain education, training, employment services, vocational rehabilitation, and other support services necessary to maximize their economic self-sufficiency through work opportunities. An EN is an entity that is approved by the SSA to serve individuals under the TTW program. Once approved eligible by SSA, an EN can accept a Ticket from any individual who qualifies for the TTW program. All individuals on SSDI and SSI between the ages of 18 and 64 qualify for the TTW program. The individual has complete choice regarding the EN to which he/she assigns his/her Ticket, and the EN has complete choice regarding which Tickets to accept. When an individual becomes employed at specified earning levels, the EN receives a series of payments from SSA linked to that individual's outcomes.

Per the TTW regulations, workforce development entities are automatically assumed to be qualified as ENs, although they must complete the WIA EN Payment Agreement. The EN Payment Agreement is limited to state workforce agencies, state workforce investment boards as established under section 111 of the Workforce Investment Act of 1998 (WIA), local workforce investment boards as established under sections 116 and 117 of WIA, or One-Stop Career Centers as established under section 121(d) of WIA, branded nationally as American Job Centers. The EN Payment Agreement allows an entity to become a qualified vendor, but does not obligate the entity to provide services (i.e., it is not a contract for services). It simply allows the entity to serve individuals under the TTW Program, if the entity so chooses, and describes the terms and conditions for payments that can be expected upon the achievement of certain milestones and outcomes.

The Department of Labor (DOL) has promoted public workforce system entities becoming active ENs (i.e., accepting Tickets and receiving payment for providing services to Ticket Holders) as part of its comprehensive effort to expand the capacity of the workforce investment system to serve people with disabilities. As a result of these efforts, combined with the SSA's technical assistance efforts targeted to the public workforce system, the number of public workforce entities that are ENs has increased by over 30 percent over the last two years. Over 10 million people receive SSDI and/or SSI benefits. The workforce investment system is currently serving thousands of Social Security disability beneficiaries each year and more public workforce entities could participate in and reap the benefits of the TTW program by becoming ENs.

- 4. New Workforce Investment Act EN Payment Agreement.** This new WIA EN Payment Agreement is the first time that the SSA has issued an EN Payment Agreement solely for the public workforce system. It is a result of the ongoing partnership between DOL and SSA to expand the capacity of the American Job Center network to serve persons receiving Social Security disability benefits, and ultimately improve their employment outcomes, leading the way to economic self-sufficiency. The following are a few highlights from the EN Payment Agreement:

- Simplifies and reduces the paperwork for public workforce entities to become ENs.
- Permits the use of an Individual Employment Plan (IEP), rather than requiring the use of a SSA Individual Work Plan, to receive payment as an EN.
- Provides two options for payment: 1) "Intensive Services Only" - This is the default option for a Workforce EN under this Agreement and involves career planning, job placement, and short-term job retention services for Ticket holders. If the Workforce EN chooses this option, it will be limited to Phase 1 milestone and outcome payments under the Ticket payment rules; and 2) "Ongoing Employment Support Option" - Under this option, the Workforce EN provides short-term intensive services and ongoing employment support services, provided by staff hired for this specific purpose. The ENs selecting this option can receive all payments available, both Phase 1 and 2 milestone, and outcome payments.
- Permits the use of electronic tools, including eData Sharing, eTicket Assignment, and Workforce ePay, to expedite payments to Workforce EN entities, which removes significant administrative burdens.

SSA is in the process of developing new metrics to evaluate the performance of all ENs. Both the Department and SSA are committed to reducing the dependency of persons with disabilities on public benefits and increasing their economic self-sufficiency. Similar to the performance metrics established by the Department for the workforce system, SSA performance metrics emphasize employment and earnings. SSA guidance on its new metrics is forthcoming; the Department will share it with the workforce system as well.

5. Technical Assistance. The following provides a list of targeted technical assistance resources, funded by SSA or DOL to provide information to the public workforce system, for organizations/agencies applying to become an EN, and for existing ENs:

- *For DEI grantees:* DOL also supports workforce system entities becoming ENs through the Disability Employment Initiative (DEI), an initiative jointly funded by the Department's Employment and Training Administration and the Office of Disability Employment Policy. The purposes of the DEI are to: 1) improve coordination and collaboration among employment and training programs implemented at state and local levels, including the TTW Program; and 2) build effective community partnerships that leverage public and private resources to better serve individuals with disabilities and improve employment outcomes. Visit: <http://dei-ideas.org>.
- *For other workforce entities:* DOL, in coordination with SSA, operates the One-Stop Ticket Success Project which provides technical assistance to workforce system entities to become ENs and expand their capacity to serve Social Security disability beneficiaries. Visit: <http://ticketsuccess.groupsie.com/main/summary>.
- *For existing workforce ENs:* SSA has a Web site dedicated to providing general information and technical assistance to public workforce ENs. Visit: <https://yourtickettowork.com/web/ttw/one-stop-as-an-en>.

- *For all ENs:* SSA's EN Technical Assistance and Support Center within the TTW Operations Support Manager provides support focused on delivering improved training, enhancing internal procedures, and increasing Ticket assignments and payments. Visit: <https://yourtickettowork.com/web/ttw/en-workforce-one-stops>.
6. **Action Requested.** DOL asks recipients to distribute this TEN to state workforce agencies, state and local workforce investment boards, American Job Centers, and other workforce system partners.
 7. **Inquiries.** Questions on this TEN may be directed to the appropriate Regional Offices, Laura Voght, Social Security Administration, laura.voght@ssa.gov or Randee Chafkin, Office of Workforce Investment, Employment and Training Administration, U.S. Department of Labor at (202) 693-2723 or chafkin.randee@dol.gov.
 8. **Attachment.** SSA's Workforce Investment Act Employment Network Payment Agreement

**Workforce Investment Act Employment Network
Payment Agreement
Between
the Social Security Administration
and
[INSERT EN NAME HERE]
Payment Agreement No.: _____**

The purpose of this Payment Agreement (PA) is to establish the terms and conditions under which the Social Security Administration (SSA or agency) will pay [INSERT EN NAME HERE] (hereinafter referred to as the "Workforce Employment Network" or "WF EN") for services it provides to Social Security beneficiaries under the Ticket to Work and Self-Sufficiency Program (Ticket Program). The WF EN is one of the following entities: a State workforce agency, a local workforce investment board, or a One Stop Career Center Operator with a current contract with the U.S. Department of Labor (DOL), Employment and Training Administration, as established under subtitle B of Title I of the Workforce Investment Act (WIA) of 1998 (codified at 29 U.S.C. §§ 2811-2872).

The Ticket Program is the centerpiece of the Ticket to Work and Work Incentives Improvement Act of 1999, Pub. L. No. 106-170 (Ticket Statute) (codified at 42 U.S.C. § 1320b-19). The Ticket Program is governed by the Ticket Statute and the Ticket to Work and Self-Sufficiency Program Regulations at 20 C.F.R. Part 411. The Ticket Program provides Social Security beneficiaries with disabilities the choices, opportunities and support needed to become and stay employed, increase their earnings, and eventually stop receiving benefits by being fully self-supporting, whenever possible. Most adults who receive Social Security benefits based on disability are eligible for the Ticket Program and may assign their Tickets to an Employment Network (EN) of their choice to obtain employment services, vocational rehabilitation (VR) services, or other support services necessary to maximize their economic self-sufficiency through work opportunities.

PART I – PAYMENT AGREEMENT BASICS

The WF EN agrees to participate in the Ticket Program with SSA in accordance with this PA, the Ticket Statute, and the agency's implementing regulations and policies. All services provided under this PA are subject to the terms and conditions stated herein.

DESCRIPTION OF SERVICES: Under this PA, the WF EN will provide EN services to Social Security beneficiaries as described in Part II: Statement of Work.

PRICING: SSA will pay the WF EN for services rendered in accordance with the terms found at Part II, Section 8: Payments to the WF EN. SSA will pay the WF EN for employment outcomes a Ticket Holder achieves after assigning the Ticket to the WF EN, and not for the cost of services the WF EN provides. Any payments made to the WF EN are not for goods or services to benefit the agency. Rather, such payments are only for the employment outcomes achieved by Social Security beneficiaries.

DELIVERY/PLACE OF PERFORMANCE: WF ENs shall provide services at their own facilities, as described in their proposal.

EXTENT OF OBLIGATION: This PA does not obligate any funds. The Government is obligated only to the extent of approved payment requests from the WF EN.

TERM OF AGREEMENT: This PA is valid for 5 years from the date of SSA's signature on this PA unless otherwise terminated or extended. Either party can terminate this agreement with 90 days advance written notice. However, SSA may terminate or suspend this PA immediately if SSA detects fraud or abuse.

AUTHORIZED INDIVIDUALS: The Workforce EN Payment Agreement Officer (PAO) in SSA's Office of Employment Support Programs (OESP), Laura Vogt, (laura.vogt@ssa.gov) is the only person authorized to administer the terms and conditions of this PA. Only the PAO is authorized to make quality or delivery schedule changes in the Statement of Work by a properly executed modification. SSA will notify the WF EN if another person is designated as the PAO.

REQUESTS FOR PAYMENT: The requirements for requests for payment are specified in Part II, Section 8: Payments to WF ENs.

MODIFICATIONS: The terms and conditions of this PA are based on statutory and regulatory requirements in the Ticket Statute and the agency's implementing regulations. SSA reserves the right to modify this PA, through written modification, to ensure that this PA remains in compliance with such requirements. SSA will notify the WF EN and the Operations Support Manager (OSM) contractor of any changes to the terms and conditions.

The parties may modify this PA by mutual written agreement. Should the WF EN wish to change any PA terms and conditions, it shall make a written request to SSA's PAO for such a change. If SSA agrees to the change, the parties will modify the PA terms and conditions accordingly in writing.

PART II – STATEMENT OF WORK

The WF EN has the affirmative obligation to:

- Inform and educate Ticket Holders that the purpose of the Ticket Program is to provide individuals with the opportunities and support they need to go to work, increase earnings and become self-sufficient by leaving cash benefits to the maximum extent feasible;
- Provide employment support services that afford Ticket Holders the opportunity and supports to prepare for, obtain, and retain jobs that realistically will enable them to stop receiving cash benefits;
- Explain to Ticket Holders that while working part-time is acceptable as a short-term goal as the Ticket Holder becomes acclimated to working, the WF EN will not support the Ticket Holder working part time indefinitely; and
- Avoid even the appearance of advising or condoning the practice of artificially manipulating Ticket Holders' earnings to continue receiving cash benefits.

SECTION 1: QUALIFICATIONS AND GENERAL REQUIREMENTS

This PA is limited to State workforce agencies, local workforce investment boards or One Stop Career Center Operators with a current contract with the US Department of Labor (DOL), Employment and

Training Administration, to operate the One-Stop Delivery System in their area, as established under subtitle B of Title I of the WIA.

Such organizations are deemed to have met all EN qualifications.

A. The WF EN offeror shall have a current contract with the DOL.

1. The WF EN shall inform SSA through the OSM contractor if its WF status is suspended, revoked or otherwise changed during performance of this PA within 5 calendar days of receiving notice of the revocation, suspension or change.
2. Failure to notify the OSM of a change in WF status is grounds for SSA to terminate this PA.
3. If the WF EN loses its WF status under the WIA, SSA will terminate this PA effective with the date of the lost WF status, although the organization may submit a proposal to become an EN as a commercial entity under the current EN Agreement solicitation.

B. The WF EN agrees to comply with all requirements described below.

1. Provide for or arrange for the delivery of a range of core services to beneficiaries throughout the WF EN's selected service area. At a minimum, these services shall include:
 - Career planning
 - Job placement (including job search, job development and job placement assistance)
 - Ongoing employment support as appropriate
2. Provide intensive services only (the default option for a WF EN under this agreement) **or** intensive services AND staff-assisted ongoing employment support (See Part II, Section 8). Regardless of the option chosen, all WF ENs must offer the Ticket Phase 1 services described in Part II, Section 1.B.1 above. The WF EN agrees to report monthly to the Ticket OSM all new cases where the Ticket Holder and the WF EN have signed an Individual Work Plan (IWP) or a DOL approved Individual Employment Plan (IEP) for services, as well as the date the IEP was closed. The OSM will assign Tickets under this model effective with the IEP signature date and will unassign Tickets when the IEP is closed or at the end of the Phase 1 Milestone period (9 months of work) if they choose Intensive Services only. If the WF EN chooses not to provide ongoing support after case closure, the WF EN shall refer the Ticket Holder to a qualified EN for ongoing support.
3. Maintain general and/or professional liability insurance and, as appropriate, medical liability insurance in accordance with DOL requirements.

SECTION 2: ASSIGNMENT OF TICKETS

Participation in the Ticket Program is voluntary. All SSA disability beneficiaries in current pay status are eligible Ticket Holders who may assign the Ticket to any EN of his or her choice or work with a State Vocational Rehabilitation Agency (SVRA). The WF EN agrees to inform all clients initiating an IEP that, should their Ticket be assignable, the OSM will assign it to the WF EN pursuant to the IEP. SSA will send written notice to the Ticket Holder confirming the assignment.

- A. The Ticket assignment process requires the WF EN to submit two (2) files to the OSM on a monthly basis:
1. A file of client Social Security Numbers (SSN) for those Workforce clients who have agreed to an IEP;
 - a. The file shall include:
 - the client's agreement to assign the Ticket to the WF EN;
 - the date and month of IPE initiation and
 - the date or month of case closure.
 - b. The OSM will assign Tickets that are available for assignment for those IEPs on the first of the month following the month the IEP was initiated.
 2. A second file identifying those Workforce clients who have a Ticket but for whom no IEP has been signed.
 - a. The OSM will return the file to the WF EN, showing which individuals are Ticket Holders and which Tickets are available for assignment.
 - b. After receiving the list of available Ticket assignees that do not have IEPs, the WF EN shall contact those beneficiaries to explain the advantages of assigning the Ticket and the potential for employment support services.
 - c. The WF EN shall develop an IEP for those beneficiaries who agree to assign their Tickets outlining the Ticket Holder's vocational goals, and subsequently, will report those SSNs in the file described in Part II, Section 2.A.1 above.
- B. The WF EN is not obligated to accept a Ticket from a Ticket Holder, but shall not discriminate in the provision of services based on a Ticket Holder's age, gender, veteran status, race, color, creed or national origin.
- C. The WF EN may end its relationship with a Ticket Holder at any time it is no longer willing or able to provide services to that Ticket Holder. In such cases, the WF EN shall inform both the Ticket Holder and the OSM in writing, and the Ticket will be unassigned.

SECTION 3: IEP REQUIREMENTS

A. IEP Requirements

The IEP shall meet all requirements established by DOL.

B. Retention of IEPs

The WF EN shall maintain a file of all IEPs prepared for Ticket Holders. SSA reserves the right to request copies of those IEPs for audit purposes.

SECTION 4: REFERRAL AGREEMENTS WITH SVRAS

A. WF EN Referrals to SVRA

The WF EN may refer a Ticket Holder it is serving under the Ticket Program (i.e., the WF EN has the Ticket assignment) to an SVRA for services if the SVRA and the WF EN have a signed agreement describing the conditions under which the SVRA will provide services under the Ticket Program. The SVRA and the WF EN shall sign this agreement before the WF EN refers any Ticket Holder to the SVRA for services. The WF EN shall submit, within 2 weeks of signing, a copy of this agreement to the OSM.

B. Resolving Disputes with SVRAs

The WF EN and the SVRA shall use the procedures for resolving disputes spelled out in the agreement between the WF EN and the SVRA or pursuant to State law or State administrative procedures.

SECTION 5: WF EN RESPONSIBILITIES TO TICKET PROGRAM BENEFICIARIES

The WF EN has the following responsibilities to beneficiaries under the Ticket Program:

- A. The WF EN shall explain to the Ticket Holder the goals of the Ticket Program relative to the Ticket Holder's employment, benefits and self-sufficiency so that the Ticket Holder can make informed choices regarding program participation.
 1. The WF EN shall tell all Ticket Holders the following:
 - a. Your participation in the Ticket Program is voluntary. It is important that you understand the program's goals before deciding whether it is right for you.
 - b. The purpose of the Ticket Program is to offer you the support you need to increase your ability to work, your earnings, and the chance that you will become and stay self-supporting to the extent possible.
 - c. By agreeing to assign your Ticket and participate in the program, you are agreeing to make a steady effort to achieve these goals.
 - d. The WF EN's role is to do all we can to help you reduce and ultimately eliminate your dependency on disability benefits and to earn a better living than you do now. You will not be penalized if you cannot become fully self-supporting. However, if you decide to use your Ticket, you should make a commitment to try your best to achieve these goals.
 - e. You can start out working and earning any amount during the first 9 months, but should have a goal to become self-supporting in time. You should work towards having monthly earnings at or above the trial work level (TWL) amount by at least the 10th month after you start working with us. Also, you should work towards having monthly earnings at or above the substantial gainful activity (SGA) amount by at least the month following your first year of work.

- f. The Ticket program is not right for every disability Ticket Holder, but if you are committed to trying to become employed and self-sufficient someday, we are here to provide you the services and support to help you to do so.
2. The WF EN shall not say or imply to any Ticket Holder:
 - a. You can work part time indefinitely with the support of the WF EN.
 - b. The WF EN will support or enable *parking* (i.e., artificially manipulating the Ticket Holder's earnings to remain on cash benefits).
- B. The WF EN shall provide the Ticket Holder with a full explanation of the services offered by the WF EN under the Ticket Program, so that the Ticket Holder may make informed choices regarding the services and the provider who will actually render such services.
- C. The WF EN shall engage in one-on-one career counseling to support the development of individualized employment goals and supports in conjunction with the preparation of the IEP.
- D. The WF EN shall develop and implement an IEP in partnership with the Ticket Holder. The IEP must be in writing and signed by both the Ticket Holder (or the Ticket Holder's representative) and the WF EN indicating mutual agreement.
- E. The WF EN shall not charge the Ticket Holder for services provided to a Ticket Holder under an IEP.
- F. The WF EN shall protect the Ticket Holder's personal information, including information about the Ticket Holder's disability, from unauthorized disclosure. In order to protect the Ticket Holder's personal information, the WF EN shall maintain personal information files in secure locations and grant access only to authorized individuals.
- G. The WF EN shall explain the process for resolving any disputes between the WF EN and the Ticket Holder.
- H. The WF EN shall inform the Ticket Holder of the Timely Progress Review (TPR) guidelines, available at www.choosework.org.
- I. In addition, the WF EN shall explain to the Ticket Holder that the:
 1. Ticket Holder may unassign the Ticket at any time if he or she is dissatisfied with the services being provided.
 2. WF EN may unassign the Ticket at any time if the WF EN is no longer willing or able to provide services to the Ticket Holder.
 3. Ticket Holder will be excused from a medical review by SSA while participating in the Ticket Program if he or she makes expected levels of progress with work, education or technical training in accordance with TPR guidelines.
 4. Ticket Holder shall have complete access to information in the WF EN's records concerning that Ticket Holder. The WF EN shall allow the Ticket Holder to view the records at the WF EN's

place of business and make copies of the records using the WF EN's copying equipment. If such information consists of medical records, the Ticket Holder may name a representative who would be willing to review the record and inform the Ticket Holder of its contents at the representative's discretion. Such representative may be a physician, other health professional, legal representative or other responsible individual.

5. WF EN shall provide the Ticket Holder with a copy of the IEP in an accessible format chosen by the Ticket Holder.
6. Ticket Holder may request amendments to the IEP. However, the Ticket Holder and the WF EN shall mutually agree to any IEP amendments. The WF EN shall provide to the Ticket Holder in writing an amended version of the IEP.

SECTION 6: EVALUATING WF EN PERFORMANCE

The WF EN must achieve satisfactory performance on core indicators as described in the Workforce Investment Act, Section 136(b)(2) as determined by DOL. Each State's performance on core indicators and customer satisfaction (as reported by DOL) will be made available to Ticket Holders to assist them and inform their selection of an EN. For more information see DOL Technical guidance http://wdr.doleta.gov/directives/attach/TEGL17-05_AttachD.pdf.

SECTION 7: EN REPORTING REQUIREMENTS

The WF EN shall submit the following program information in accordance with the OSM's instructions.

A. General Requirements

The WF EN shall:

1. Submit to the OSM the two (2) monthly files identified in Part II, Section 2.A.
2. Submit to the OSM a copy of any agreements the WF EN has reached with SVRAs regarding the conditions under which the SVRA will provide services to beneficiaries who are referred by the WF EN under the Ticket Program per Part II, Section 4.A.
3. Report to the OSM immediately all instances in which the Ticket Holder/WF EN relationship has ended, either through the Ticket Holder's unassignment of the Ticket or the WF EN's decision that it is no longer willing or able to provide services to the Ticket Holder, and
4. Collect and record such data as required to support the program requirements of this PA as contained in the Ticket Statute, as well as in the Ticket to Work and Self-Sufficiency Program Regulations (20 CFR Part 411).

B. EN Financial Reports

1. Upon request, the WF EN shall provide financial information to SSA with respect to the actual costs incurred by the WF EN in providing employment services, VR services or other support services to Ticket Program beneficiaries.

2. Upon request, the WF EN shall provide other fiscal documentation that may be required by regulation or statute.

SECTION 8: PAYMENTS TO THE WF EN

Under this agreement, two payment systems are available to the WF EN: a phase 1-only milestone payment system or a milestone-outcome payment system. The availability of either system is dependent upon the WF EN's chosen service option (i.e., (1) to provide short-term intensive services or (2) to provide short-term intensive services plus ongoing employment support services). Under both payment systems, SSA will pay the WF EN for employment outcomes achieved by a Ticket Holder after assigning the Ticket to the WF EN, and SSA will not reimburse the WF EN for the cost of services the WF EN provides. Any payments made to the WF EN are not for goods or services to benefit the agency. Rather, such payments are only for the employment outcomes achieved by Social Security beneficiaries.

A. Service Options and Payment Systems

1. Intensive Services only.

This is the default option for the WF EN under this agreement and involves career planning, job placement and short-term job retention services. If the WF EN chooses this option, it will be limited to Phase 1 milestone payments under the Ticket payment rules, and thereby agrees to have its Tickets unassigned at the end of Phase 1. If the Ticket Holder decides to continue to participate in the Ticket program, the required ongoing employment support services then can be provided by other ENs.

2. Ongoing Employment Support Option.

For this option, the WF EN shall provide short-term intensive services AND ongoing employment support services provided by staff hired to provide this specific service.

If the WF EN chooses to provide ongoing employment support services after Phase 1, it must select the ongoing employment support option and identify the staff positions that will provide the quarterly ongoing support to be eligible for Phase 2 milestone payments and outcome payments. The identified staff positions must be assigned to provide ongoing counseling and case management focused on utilization of work incentives, job retention, and career advancement. This must include, at a minimum, the provision of quarterly contact and the provisions of ongoing (case management) support services.

B. Payment Conditions

1. Conditions for Phase 1 Milestone Payments
 - a. Phase 1 milestone 1 is payable when a Ticket Holder begins a job and has gross earnings at or above the Trial Work Level (TWL) see <http://mwww.ba.ssa.gov/OACT/COLA/twp.html> for one calendar month. The WF EN may be due a Phase 1 milestone 1 payment when a Ticket Holder earns at least 50% of the monthly TWL earnings amount during the first month of employment, as long as the monthly salary would normally constitute TWL earnings or the Ticket Holder is expected to achieve a full month of TWL earnings within the subsequent 2

months. Phase 1 milestone 1 payment will not be available if the Ticket Holder has worked above the TWL in the calendar month prior to the Ticket Holder's first assignment of his/her Ticket.

NOTE: The Notice of Proposed Rulemaking dated August 13, 2007, expressed the intention to pay an EN based on a Ticket Holder earning 2 weeks of TWL earnings in a calendar month. SSA's earnings records reflect only monthly earnings, not weekly earnings; therefore, for administrative ease, we made a change in the final regulation that allows SSA to make payment of the first Phase 1 milestone when our records show that the Ticket Holder has earnings of at least 50% of the TWL earnings amount in the first month for which payment is requested. However, the Ticket Holder's job still must meet the requirement in the regulations for TWL earnings. This flexible approach allows ENs to earn the first milestone payment when a Ticket Holder starts a TWL job other than at the beginning of a month or works fewer hours during the first month of a job in order to build his/her stamina.

- b. Phase 1 milestone 2 is payable after the Ticket Holder works and has gross earnings at or above the TWL earnings amount for 3 out of 6 months. Phase 1 milestone 2 payment will not be available if the Ticket Holder has worked above the TWL in 3 out of 6 months prior to the Ticket Holder's first assignment of his/her Ticket.
- c. Phase 1 milestone 3 is payable after the Ticket Holder works and has gross earnings at or above the TWL earnings amount for 6 out of 12 months. Phase 1 milestone 3 payment will not be available if the Ticket Holder has worked above the TWL in 6 out of 12 months prior to the Ticket Holder's first assignment of his/her Ticket.
- d. Phase 1 milestone 4 is payable after the Ticket Holder works and has gross earnings at or above the TWL earnings amount for 9 out of 18 months and the WF EN has completed at least half of the services agreed to in the IEP. Phase 1 milestone 4 payment will not be available if the Ticket Holder has worked above the TWL in 9 out of 18 months prior to the Ticket Holder's first assignment of his/her Ticket.

2. Conditions for Phase 2 Milestone Payments

SSA will pay the WF EN for up to 11 milestones for a Ticket Holder receiving SSDI (Title II) or SSDI/SSI concurrent benefits, or up to 18 milestones for a Ticket Holder receiving SSI disability benefits (Title XVI), following the Ticket Holder's Ticket assignment to the WF EN. Phase 2 milestone payments are payable for months in which the Ticket Holder has work and gross earnings that exceed the SGA earnings level and the Ticket Holder is in current pay status (i.e., still receiving a monthly check). The SGA threshold amount is recomputed each year.

3. Outcomes Following Milestone

SSA will pay the WF EN up to 36 monthly outcome payments for outcomes achieved by SSDI and SSDI/SSI concurrent beneficiaries or up to 60 monthly outcome payments for SSI disability beneficiaries.

4. Reconciliation Payments

Reconciliation payments are sometimes available to when the WF EN has elected to provide ongoing support services to beneficiaries. These payments will be available if a Ticket Holder's outcome payment period begins before all Phase 1 and Phase 2 milestones that are due have been attained. The reconciliation payment will equal the total amount of the milestone payments that were available when the Ticket was first assigned, but that were not paid before the outcome period began. The reconciliation payment will be based on the Payment Calculation Base (PCB) for the calendar year in which the first month of the Ticket Holder's outcome period occurs. (see Part III, Section 11.C below). The payment will be made when the WF EN has qualified for 12 outcome payments.

5. WF EN Payment Calculations

- a. The amount SSA will pay the WF EN under either payment system is based on milestones and/or outcomes achieved, not the specific costs of services rendered.
- b. Payment amounts are calculated based on a percentage of the Payment Calculation Base (the average SSI/SSDI check amount) which is the prior year's national average disability benefit payable under either of SSA's two disability programs.
- c. SSA calculates two PCBs each year, one for SSI and one for SSDI.
- d. The SSI PCB is used for computing the payment due a WF EN for serving a Title XVI Ticket Holder, while the SSDI PCB is used for computing the payment due a WF EN for serving a Title II or Title II/Title XVI concurrent Ticket Holder.

C. **Submitting Requests for Payment**

1. WF ENs can request individual payments or request electronic payments (ePay). For ePay, SSA will monitor the earnings (using the quarterly NDNH/OCSE database) of all Tickets assigned to WF EN and will make quarterly payments to the WF EN for all beneficiaries generating qualifying earnings.
2. SSA will conduct a random review of payments to the WF EN for Phase 1 Milestone 4. SSA will notify the WF EN electronically of the payments that have been selected for review, and will attach to this alert the EN Services Certification Statement that the WF EN will complete and sign within 60 days.
3. All payments to the WF EN will be made via electronic transfer to the WF EN's designated financial institution as identified by the WF EN's System for Award Management (SAM) record. The WF EN shall submit any change to its designated financial institution via an update to its SAM record.

D. **WF EN Overpayment Policies and Procedures**

1. When SSA becomes aware of an overpayment, it will send an overpayment notice to the WF EN explaining the circumstances and the amount of the overpayment.

2. The WF EN will have 30 days from the date on the notice to dispute the determination and submit additional evidence or to select one of the following repayment options:
 - a. Payment in Full;
 - b. Payment Recovery - If the WF EN is currently receiving payments for the overpaid Ticket, the WF EN can request that the overpayment be recovered from future payments for that Ticket or other future payments due on other Tickets; or
 - c. Installment Payments – If the overpayment is more than \$2,500 and payment in full would create a financial hardship for the WF EN, the WF EN can repay the overpayment in 3-6 monthly installments.
3. SSA's decision on any overpayment dispute is final. Should SSA conclude that any disputed overpayment remains outstanding, the WF EN shall have 30 days to select one of the three repayment options listed above to repay the overpayment.
4. If the WF EN does not respond to the overpayment notice in a timely fashion, SSA will suspend all Ticket payments due the WF EN and apply those payments to the overpayment until a \$0 balance is achieved. SSA will resume payments once overpayments are recouped.

SECTION 9: STATUTORY/REGULATORY UNDERSTANDING AND COMPLIANCE REQUIREMENTS

By signing this document, the WF EN agrees to comply with certain additional conditions. Specifically, the WF EN attests to the fact that it:

- A. Agrees to participate in SSA's Ticket to Work and Self-Sufficiency Program and abide by all the requirements, terms, and conditions of this PA;
- B. Understands the program requirements of this PA as contained in the Ticket Statute, as well as in the Ticket Program regulations (20 CFR Part 411);
- C. Has read and understands this PA, and all attached addenda and amendments thereto (if any);
- D. Agrees to comply with all of the statutory requirements and Federal regulations governing SSA's Ticket Program;
- E. Agrees to cooperate fully with SSA's OSM contractor in the administration of Ticket Program operations and processes in support of the Ticket Statute and Ticket Program regulations cited above; and
- F. Agrees that any provider(s) with which the WF EN subcontracts meets all of the SSA WF EN qualification requirements and the privacy and security requirements applicable to State Workforce agencies under U.S. DOL regulations.

G. Certifies that it complies with all confidentiality requirements as required by the Family Educational Rights and Privacy Act of 1974, as amended, the WIA and all applicable U.S. DOL regulations.

PART III – WF EN INFORMATION SHEET

A. **NAME** (name of organization/entity submitting offer):

B. **NAME OF WF EMPLOYMENT NETWORK** (if different from item A above. This will appear in the EN Directory):

C. **WF EN'S EMPLOYER IDENTIFICATION NUMBER (EIN):**

The EIN must be issued in the name of the organization/entity shown in item A above. An EIN may be obtained from the Internal Revenue Service by calling **1-800-829-1040** or via the web at www.irs.gov. We cannot accept a Social Security Number in lieu of an EIN. Any questions regarding this requirement should be directed to SSA's EN Agreements Team as follows:

Email	ENagreements@ssa.gov
Toll Free #	866-584-5180
Toll Free TDD	866-584-5181
Fax	410-597-0429

D. **WF EN'S DATA UNIVERSAL NUMBERING SYSTEM NUMBER, CENTRAL CONTRACTOR REGISTRATION AND ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION:**

1. Data Universal Numbering System Number (DUNS). The DUNS number is a 9-digit number assigned by **Dun & Bradstreet Information Services**. Every EN must have a DUNS number. If the WF EN does not already have a DUNS number, one may be obtained directly from Dun & Bradstreet at **1-800-333-0505** or online at www.dnb.com. A DUNS number will be provided at no charge to the offeror, although there may be a waiting period. **The DUNS number must be issued in the WF EN's name shown in item A above.**

Enter the DUNS Number here: _____

2. The DUNS must be registered in the System for Award Management (SAM). All payments to the WF EN will be made via electronic transfer to the WF EN's designated financial institution as identified by the EN's SAM record. The WF EN shall submit any change to its designated financial institution via an update to its SAM record.

E. **ADDRESS** (no post office boxes):

F. **MAILING ADDRESS** (if different from above. May be post office box.):

G. **LOCATION OF SERVICES**

1. Will services to beneficiaries be provided at the location shown in E. above?

Yes [] No []

Counties or Zipcodes served _____

2. Will services to beneficiaries be provided at other locations? Yes [] No []

If you checked “yes” and you want these additional locations to appear in the Ticket Program Resource Directory, please fill in the Information Sheet — **Addendum** (below) for **EACH** additional location.

H. **RESOURCE DIRECTORY CONTACT INFORMATION**

Please provide the information requested below to facilitate Ticket Holder contact with your EN. This information will appear in the online Ticket Program Resource Directory found at www.yourtickettowork.com.

1. **CONTACT NAME:** _____

2. **PHONE:** (____)____ - _____ 3. **TOLL FREE #:** (____)____ - _____

4. **FAX:** (____)____ - _____ 5. **TTY:** (____)____ - _____

6. **EMAIL:** _____

7. **WEBSITE:** _____

Do you want a link to this website on the EN Directory?

Yes No

I. OTHER WF EN CONTACTS

Please list the following contact information for all other program/PA inquiries **if different from** item H above:

1. CONTACT NAME: _____
2. PHONE: (____) _____ - _____ 3. TOLL FREE #: (____) _____
4. FAX: (____) _____ - _____ 5. TTY: (____) _____ - _____
6. EMAIL: _____

J. SERVICE OPTION

- Intensive services only
 Ongoing employment support

List staff positions assigned to Ongoing Support services, including long-term support (case management) services. Include job title and number of full time equivalents (FTEs).

K. WF EN PAYMENT SYSTEM ELECTION

- Phase 1 Milestone payment (WF EN Default Option)
 Milestone-outcome payment (Ongoing Employment Support Option)

L. WF EN QUALIFICATIONS REQUIREMENTS

- The undersigned is a State workforce agency, local workforce investment board or One-Stop Career Center Operator with a current contract with DOL, Employment and Training Administration, to operate the One-Stop Delivery System in their area, as established under subtitle B of Title I of the WIA.

M. PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION

The undersigned agrees to comply with all Federal Rules for handling personally identifiable information as promulgated in the DOL Regulations under the Workforce Investment Act of 1998.

O. INTEGRATION

This PA constitutes the entire agreement of the parties with respect to its subject matter. There have been no representations, warranties, or promises made outside of this agreement. This agreement shall take precedence over any other documents that may be in conflict with it.

P. SIGNATURES

The signatories below warrant and represent that they have competent authority on behalf of their respective entity to enter into the obligations set forth in this PA. Only the WF EN official with signatory authority shall be authorized to request changes to this PA.

Name (Typed): _____

Title: _____

Signature: _____

Date: _____

Telephone # _____

FAX # _____

Email Address _____

Approval Signature:
Social Security Administration

_____ Date _____

Bob Williams
Associate Commissioner
for Employment Support Programs