

Partnership Plus Agreement

**Regarding the Social Security Administration's Ticket to Work Program
between**

**New York State Office of Children and Family Services,
Commission for the Blind,
and**

**Research Foundation for Mental Hygiene, Inc, on behalf of New York State
Office of Mental Health and New York State Department of Labor**

A. Introduction

This Memorandum of Agreement (MOA) is entered into by and between the New York State Office of Children and Family Services, Commission for the Blind (NYSCB), 52 Washington St, Rensselaer, NY, and the Research Foundation for Mental Hygiene, Inc., (RFMH) 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.

NYSCB is the federally Designated State Unit (DSU) under the Vocational Rehabilitation Act of 1973, as amended, for provision of vocational rehabilitation services to legally blind individuals in New York State, and has statewide responsibilities for provision of federally-mandated vocational rehabilitation and independent living services for individuals who are blind. This MOA focuses specifically on the NYSCB Vocational Rehabilitation Program and the services provided for individuals who are Supplemental Security Income (SSI)/ Social Security Disability Insurance (SSDI) beneficiaries.

The Ticket to Work (TTW) and Self-Sufficiency Program is a program for people with disabilities who receive benefits under the Social Security Administration's (SSA) SSDI and/or SSI programs based on disability. It is a voluntary program for people who are between the ages 18 through 64 and interested in going to work. The TTW Program provides 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 by assisting them to develop their employment and earning potential. The Ticket to Work program is administered and coordinated by the SSA subcontractor, MAXIMUS.

The New York Employment Services System (NYESS) provides all New Yorkers with a single point of access to all employment-related services and supports. The NYESS consists of the NYS Department of Labor's One-Stop Operating System (OSOS), which connects job seekers with employment opportunities in the NYS Job Bank, as well as a data warehouse of employment-related information operated by NYS Office of Mental Health (OMH).

B. Partnership Plus

Partnership Plus (20 CFR 411.585) allows OCFS NYSCB and the Research Foundation for Mental Hygiene Administrative Employment Network (RFMH AEN) to form this cooperative agreement to provide employment services under the SSA TTW Program. Under this agreement, an individual who has a 'Ticket to Work' may receive vocational rehabilitation (VR) services through NYSCB to meet his or her intensive up front service needs, including, but not limited to, job training and job placement services. Assignment of the ticket to the RFMH AEN upon closure of the individual's NYSCB VR case will enable the individual to receive ongoing services and support through the network of RFMH AEN community providers. These ongoing services and supports are designed to help the individual maintain his/her job, advance at the job, or build skills in order to increase earnings. Thus, for the purposes of Ticket assignment and TTW payments, a Ticket-holder can be served by both NYSCB and the RFMH AEN, but the Ticket assignment must be sequential, starting with NYSCB followed by assignment to the RFMH AEN.

C. Purpose

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

1. Establishes effective processes for the reciprocal referrals of SSI/SSDI beneficiaries between NYSCB and the RFMH AEN that permits individuals with disabilities to secure quality employment services;
2. Builds on and strengthens the existing infrastructure and cooperative partnerships among NYSCB and the network of 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;
3. 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;
4. 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,

5. Maximizes the overall outcomes for people with disabilities, and maximizes Ticket to Work revenue received from the Social Security Administration (SSA) collectively available to New York State through, (1) the RFMH AEN under the Ticket to Work Employment Network Program through the attainment of outcomes and milestone payments, and (2) to NYSCB under the Cost Reimbursement Program. This will permit the recovery of costs by NYSCB that were incurred in service delivery and thereby help to sustain and expand the overall service capacity of the cooperative partnership.

D. NYSCB Roles and Responsibilities

NYSCB shall:

1. Inform NYSCB applicants and eligible individuals who are SSI/SSDI beneficiaries about the Ticket to Work Program;
2. Provide information about resources where VR eligible individuals can receive a complete benefits analysis including long-term work incentives management if needed;
3. Provide the *Ticket to Work Fact Sheet* to the individual at application and again prior to closure;
4. Continue to submit to Maximus, on a weekly basis, information necessary to categorize individuals receiving NYSCB VR services as '*In-Use SVR*';
5. Identify a Ticket to Work Liaison who, on a weekly basis, will provide to RFMH data required to identify individuals receiving NYSCB VR services, in order to prevent those individuals' 'Tickets' from being assigned to the RFMH AEN while the 'Ticket' is '*In-Use SVR*';
6. Identify a Liaison who will coordinate Ticket assignment issues on behalf of the ticket holder with the RFMH AEN
7. Provide to RFMH, for the purposes identified in Section D5 above, the following data, provided that said data is maintained by NYESS in a secure, confidential, and encrypted data base with restricted access unavailable to other NYESS Case Management users.
 - a. Last name, First name;
 - b. Date of birth;
 - c. City;
 - d. Current NYSCB VR Status;

- e. Current NYSCB VR Status Date.
 - f. Social Security number.
8. Prior to VR case closure, provide the Ticket-holder with information regarding the potential advantages of assigning the 'Ticket' to an RFMH AEN community provider after VR services are completed including ongoing supports, job retention and career advancement services ;
 9. For individuals who request NYSCB-provided VR services, and who have already assigned their 'Ticket' to the RFMH AEN, provide guidance in "un-assigning" their 'Ticket' from the RFMH AEN so that it can be considered '*In-Use SVR*' by NYSCB; develop mutually agreed upon protocols for assigning and un-assigning tickets;
 10. Submit all cost reimbursement claims for eligible NYSCB cases directly to SSA.

E. RFMH AEN Roles and Responsibilities

The RFMH AEN, directly or through its network of community providers, shall:

1. Refrain from taking any 'Ticket', or immediately release from assignment, any 'Ticket' of any consumer who has been identified by NYSCB, and whose name and identifying information has been submitted by NYSCB to NYESS, as defined in Section D6, above, as receiving NYSCB services, even if an Individualized Plan for Employment (IPE) has not yet been developed;
2. Refer any individual encountered by the RFMH AEN, who is legally blind, based on his/her individual choice to NYSCB if that person is in need of vocational rehabilitation services;
3. Upon referral of the legally blind individual to NYSCB, take the 'Ticket' out of assignment with the RFMH AEN so that it is available to be placed '*In-Use SVR*' with NYSCB upon implementation of the IPE; and notify NYSCB when the 'Ticket' is made available;
4. Offer the beneficiary, subsequent to NYSCB case closure, services under an Individual Work Plan, which may include ongoing support and post-employment services to retain and advance employment, increase work hours and earnings, understand and manage benefits, avoid "overpayments", and sustain necessary well-being/health care, housing and transportation supports that are critical to maintaining employment;
5. Screen all RFMH AEN assigned "Tickets" for NYSCB service engagement from the previous three years, pursuant to NYSCB providing the agreed upon data

elements identified in Section D6 above for the previous three years. If applicant is a former NYSCB participant, then the RFMH AEN community provider will assess with the Ticket-holder and the NYSCB District Office the potential for re-engagement with VR services, and reassignment of the 'Ticket' to NYSCB, as appropriate to the individual's current employment goal and service needs;

6. Maintain the identified data received from NYSCB as described in Section D6 above, in a secure, confidential, data base, that is not loaded directly into the One Stop Operating System (OSOS), until such time that NYSCB and RFMH sign a data sharing agreement pertaining to the NYESS.

F. Joint Roles and Responsibilities

The RFMH AEN and NYSCB are jointly committed to the following:

1. NYSCB and all community providers under the auspices of the RFMH AEN will assure that individuals participating in these programs have exercised informed consent for the release of information;
2. For individuals who are Supplemental Security Income (SSI) and/or Social Security Disability Insurance (SSDI) beneficiaries, the RFMH AEN community provider and the local NYSCB office will work cooperatively with each individual beneficiary to determine their individual rehabilitation needs, the best service options, and how to best guide the individual to 'Ticket' assignment consistent with the services required by that individual to secure employment;
3. In certain cases, NYSCB, as the 'Ticket-Holder,' may deliver services concurrently with a RFMH AEN up to the 90th day of successful employment. During this time period, the TTW will be '*In-Use SVR*' with SSA, and retained by NYSCB. After NYSCB has concluded services under the 'Ticket' and closed the case, the RFMH AEN can accept the beneficiary's 'Ticket' assignment for further services;
4. NYSCB and the RFMH AEN agree no data beyond that indicated in section D6 will be exchanged until such time as NYSCB and OMH/DOL sign a data sharing agreement pertaining to the NYESS.

G. Confidentiality

To the extent that the activities in this agreement provides either NYSCB or the RFMH AEN with access to confidential and protected information regarding applicants, eligible individuals, beneficiaries or recipients of services, both NYSCB and the RFMH AEN agree not to 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.

H. Evaluation

NYSCB and the RFMH will evaluate the effectiveness of this partnership after the first six months of implementation and annually thereafter. Specifically, the parties will evaluate the following:

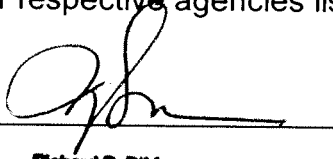
- a. the consumer referral and information exchange responsibilities of the respective parties associated with implementation;
- b. adherence to the terms of this agreement the effectiveness of the processes established to refer beneficiaries from the RFMH AEN to NYSCB, and from NYSCB to the RFMH AEN;
- c. patterns or trends of 'Ticket' assignment and its impact on quality of services to TTW participants; and,
- d. the equity and appropriateness of payment provisions.

I. Term of Agreement and Termination of Agreement

This Agreement shall commence upon signature of both parties, and shall continue in force until terminated by either party, or amended by written mutual consent of both parties.

Either party may terminate this MOA by providing ninety (90) days written notice to the other party.

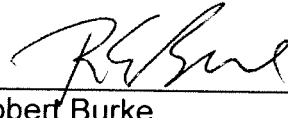
By signing below, the signatories agree to the terms and conditions of this MOA on behalf of their respective agencies listed below.



Richard P. DiMezza
Director

~~Bureau of Contract Management~~
NYS Office of Children and Family
Services

Date: MAR 28 2014



Robert Burke
Managing Director
Research Foundation for Mental
Hygiene

Date: 1/27/14

NOTARIZATION

NOT-FOR-PROFIT CORPORATION:

STATE OF NEW YORK)
County of Albany) SS.:

On 27th day of January 20 14 before me personally appeared Robert E. Bunch, to me known, who being by me duly sworn, did depose that he/she resides 32 Aspen Rd, Latham NY 12110 that he/she is the Managing Director of the Research Foundation for Mental Hygiene, Inc. the corporation described herein which executed the foregoing instrument, and that he/she name thereto by order of the board of directors of said not-for-profit corporation.

Kerry Carter (Notary)

My Commission expires: May 6, 2017

KERRY L. CARTER
Notary Public, State of New York
No. 01CA6280598
Qualified in Saratoga County
Commission Expires May 6, 2017