

EXHIBIT A

Part 1 Statement of Work

1. Purpose and Goals

- a. The purpose of this Contract is to participate with the Social Security Administration (SSA) in implementing the "Ticket to Work and Self Sufficiency Program" for SSA beneficiaries, as described in 20 CFR Part 411-The Ticket-To-Work and Self-Sufficiency Program. The Department of Human Services, Vocational Rehabilitation (VR); the Employment Network (EN) of Record with SSA; works with the mental health agency or community mental health program, hereafter referred to as Employment Network (EN) satellite, for the sole purpose of the execution of an individualized, evidence-based employment support program, for participating SSA Beneficiaries, in order to create incentives for them to continue to work.
- b. The goals of this Contract are to:
 - (1) Strengthen the partnership between VR and the EN satellites to achieve the provision of EN services for people with disabilities and expand available employment services for SSA Beneficiaries.
 - (2) Assist SSA Beneficiaries through vocational services to obtain earnings that allow them to be self-supporting, and/or to obtain earnings at or above the Substantial Gainful Activity level (SGA) for a sustained period of time.
 - (3) Utilize Ticket to Work revenue for the growth of evidence-based practice supported employment programs.
 - (4) Establish processes for development of client employment plans or VR Individual Plan for Employment (IPE), that complies with requirements of 20 CFR Part 411- Subpart G - 411.450-"What is an Individual Work Plan?"
 - (5) Establish a long-term commitment between VR and the EN satellites for collaboration and supports for SSA Beneficiaries seeking gainful full-time employment at minimum wage or above.

2. Definitions

For the purposes of this Contract, the following definitions apply:

"Ticket to Work (TTW)" is defined as an employment program created in 1999 by the Ticket to Work and Work Incentives Improvement Act and is administered

by the Social Security Administration (SSA). The program is voluntary and offers beneficiaries, expanded opportunities to obtain the services and supports that they need to work and to achieve their employment goals.

“SSA Beneficiaries” are defined as adults between ages 18 through 65 who are receiving Social Security Disability Insurance (SSDI) and/or Supplemental Security Income (SSI) based on disability

“Employment Network (EN)” is defined as either an agency or instrumentality of a State (or political subdivision of the State) or a private entity that assumes responsibility for the coordination and delivery of employment, vocational rehabilitation or other support services to those beneficiaries who have assigned their Tickets to the EN.

“Individual Plan for Employment (IPE)” is defined as an written plan between the beneficiary and the VR agency and lists services that VR will provide to the beneficiary and outlines the mutual commitment they are making to each other.

“Benefits counseling” is defined as professional information services that allow a VR client and/or a SSA Beneficiary to understand the effect that employment will have on his or her public benefits.

“Timely Progress Review” is defined as the employment plan review that is conducted by SSA through the beneficiary and the EN to assure that beneficiaries are making progress toward greater self-sufficiency. Guidelines for these reviews are not based on the individual VR employment plan; they are based on general SSA guidelines.

“EN Satellites” is defined as public or private agencies contracted under this Agreement to collect a portion of Ticket to Work payments under another EN of record with the SSA. EN satellites are not an established EN with the SSA.

3. **Statement of Work**

- a. VR will perform the following tasks:
 - (1) Oversee the maintenance & submittal of client employment plans (IWP or IPE) and all required documentation for ticket assignments.
 - (2) Refer VR clients to Benefits Counseling services through the Work Incentive Network (WIN) or Work Incentives Planning and Assistance (WIPA).
 - (3) Provide training to the EN satellites on comprehensive work incentives, Ticket to Work, and the new State and Federal work incentives to support full-time employment for SSA Beneficiaries.
 - (4) Operate as the Administrative Unit for purposes of tracking Tickets and Ticket claims processing.
 - (5) Provide an annual report to each of the EN satellites. This will include the following:

- (a) A list of SSA Beneficiaries with Tickets that are being tracked by VR.
 - (b) Milestone-Outcome payments requested and/or paid to EN satellites for Tickets assigned & tracked in the calendar year.
 - (c) Total payments paid and denied to date, including reason for denial.
 - (d) Total Administrative costs for SSA Beneficiaries served during calendar year.
- (6) Identify the current Ticket to Work Program Coordinator as the point of contact for the EN satellites.

b. EN satellites will perform the following tasks:

- (1) Agree to utilize the Ticket to Work revenue for the purpose of growth of evidence-based practice supported employment programs.
- (2) Identify staff person(s) to be the Ticket liaison with VR.
- (3) In cases where the EN satellite also operates as an independent EN with SSA, the EN satellite/EN needs to ensure programmatic oversight of the ticket assignment and un-assignment process in cases where SSA Beneficiaries are referred to VR by the EN satellite/EN. VR will work with the EN satellites on ticket assignment status prior to VR services.
- (4) Submit client SSA Beneficiary referral reports and any other required documentation to VR for claims processing on a pre-established timeframe set by DHS.
- (5) Maintain at least quarterly contact with the assigned Ticket holder, while the Ticket is assigned to VR, and assess the need for additional services and provide or arrange for the provision of such services when appropriate to assist with job retention or advancement.
- (6) Maintain documentation of these contacts on file in a secured location, either hard copy or electronic, and make them available for VR/SSA review upon request.
- (7) Work with VR to implement training for the EN satellite's staff on, Ticket to Work, SSA work incentives, claims processing procedures, documentation & processes and attitudinal barriers to employment.
- (8) Direct SSA Beneficiaries to Maximus, the designated SSA Ticket Administrator, if they have questions regarding their Ticket status. Any other questions regarding Ticket should be directed to the VR point of contact.

- c. EN satellites & DHS/VR will perform the following tasks:
 - (1) Work to ensure all SSA Beneficiaries are informed of their rights and choices under the Ticket Program. This will include information regarding the voluntary nature of the Ticket program and consumers' options under the Ticket. Timely Progress rules should be reviewed with SSA Beneficiaries during follow along supports provided by the Employment Network.
 - (2) Collaborate to assist SSA Beneficiaries in getting access to accurate information on the impact of employment on their federal and state benefits and, when appropriate, refer SSA Beneficiaries to available benefits counseling services through the Work Incentive Network (WIN) or Work Incentives Planning and Assistance (WIPA).
 - (3) Work collaboratively to determine the most efficient and accurate mechanism for tracking earnings data and maintaining contact with SSA Beneficiaries, if necessary, over the long term.
- d. Specifications or Performance Standards
 - (1) DHS requires that the Contractor meets the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. This includes meeting the Standards and Fidelity rating required by the Oregon Supported Center for Excellence.

4. Evaluation

The Ticket-To-Work shared payment agreement partnership between VR and the EN satellites will evaluate the effectiveness of this partnership yearly. Parties will use the evaluation provided by VR to measure:

- a. Gaps in the service delivery system for both parties.
- b. Effectiveness of tracking employment outcomes for SSA Beneficiaries receiving long term employment supports.
- c. Tracking types of services delivered by EN satellites.
- d. Timeliness of payments.
- e. Timeliness and thoroughness of Timely Progress Reviews in accordance with 20 CFR Part 411-The Ticket-To-Work and Self-Sufficiency Program, Subpart C-Suspension of Continuing Disability Reviews for Beneficiaries Who are Using a Ticket?

EXHIBIT A

Part 2 Payment and Financial Reporting

1. Payment Provisions

VR will track Ticket Outcome/Milestone payments received for EN satellite consumers on a calendar year basis. VR will make payments directly to the EN satellite on a percentage basis, as charted below. Payments will be made to the EN satellite within 45 days after receiving payments from SSA. Percentage of payment structure is as follows:

TTW Payment Phase	Percentage to VR	Percentage to EN Satellite
Phase 1	50%	50%
Phase 2	35%	65%
Outcome	20%	80%

Ticket Milestone/Outcome payments are not a fee for service. Ticket Milestone/Outcome payments are supplemental payments from SSA, paid to the EN for specific employment goals that are reached by the beneficiary. Ticket Milestone/Outcome payments will not be used to replace the DHS supported employment grant awards. All TTW revenue is excluded from DHS reporting requirements and will be exclusive from other DHS/EN contract Agreements.

2. Travel and Other Expenses

DHS shall not reimburse Contractor for any travel or additional expenses under this Contract.

EXHIBIT A

Part 3

Special Provisions

1. Confidentiality of Client Information.

- a.** All information as to personal facts and circumstances obtained by the Contractor on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- b.** The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Contract. Confidentiality policies shall be applied to all requests from outside sources.
- c.** DHS, Contractor and any subcontractor will share information as necessary to effectively serve DHS clients.

2. Amendments.

- a.** DHS reserves the right to amend or extend the Contract under the following general circumstances:
 - (1) DHS may extend the Contract for additional periods of time up to a total Contract period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on DHS' satisfaction with performance of the work or services provided by the Contractor under this Contract.
 - (2) DHS may periodically amend any payment rates throughout the life of the Contract proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if DHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b.** DHS further reserves the right to amend the Statement of Work based on the original scope of work of Special Procurement # SP 651-13 for the following:
 - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been

expressed in the original Contract or previous amendments to the Contract;

- (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Contract.
- c. Upon identification, by any party to this Contract, of any circumstance which may require an amendment to this Contract, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Contract before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 21. "Amendments," of this Contract.

3. Contractor Requirements to Report Abuse of Certain Classes of Persons.

- a. Contractor shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
 - (1) Elderly Persons (ORS 124.055 through 124.065); and
 - (2) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
- b. Contractor shall make reports of suspected abuse of persons who are members of the classes established in section 3.a. above to appropriate authorities as a requirement of this Contract.
- c. Contractor shall immediately report suspected child abuse, neglect or threat of harm to DHS Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, the Contractor shall notify the referring DHS caseworker within 24 hours. Contractor shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.
- e. If known, the abuse report should contain the following:
 - (1) The name and address of the abused person and any people responsible for their care;
 - (2) The abused person's age;
 - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
 - (4) The explanation given for the abuse;

- (5) The date of the incident; and
- (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

4. Background Checks.

- a. Contractor shall verify that any employee working with clients referred by DHS has not been convicted of any of the following crimes: child or elderly abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee scheduled to work with DHS' client. Contractor shall establish verification by:
 - (1) having the applicant as a condition of employment, apply for and receive a criminal history check from a local Oregon State Police (OSP) office, which will be shared with Contractor, OR
 - (2) Contractor as an employer will contact the local OSP for an "Oregon only" criminal history check on the applicant/employee. Contractor will need to give to OSP the applicant's name, birth date and social security number.
- b. Contractor shall determine after receiving the criminal history check, whether the employee has listed convictions, and whether these convictions pose a risk to working safely with DHS clients. If Contractor notes a conviction from any of the above listed crimes on the applicant/employee's record, and Contractor chooses to hire the employee/applicant, Contractor shall confirm in writing, the reasons for hiring the individual.

These reasons shall address how the applicant/employee is presently suitable or able to work with referred DHS clients in a safe and trustworthy manner. Contractor will place this information, along with the applicant/employee's criminal history check, in the employee's personnel file.
- c. The criminal history check procedures listed above also apply to Contractor. Contractor shall establish a personal personnel file and place Contractor's criminal history check in named file for possibility of future DHS review.

5. Media Disclosure. The Contractor will not provide information to the media regarding a recipient of services purchased under this Contract without first consulting the DHS office that referred the child or family. The Contractor will make immediate contact with the DHS office when media contact occurs. The DHS office will assist the Contractor with an appropriate follow-up response for the media.

6. Mandatory Reporting. The Contractor shall immediately report any evidence of child abuse, neglect or threat of harm to DHS Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS

419B.005 to 419B.045). If law enforcement is notified, the Contractor shall notify the referring DHS caseworker within 24 hours. Contractor shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.

7. **Nondiscrimination.** The Contractor must provide services to DHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients