

**Workforce Investment Act Employment Network
Payment Agreement
Between
the Social Security Administration
and
Minnesota Employment and Economic Development**

Payment Agreement No.: W5017

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 **Minnesota Employment and Economic Development** (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.



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

PRICING: Social Security will pay the Workforce EN for services rendered in accordance with the terms found at Part II, Section 8: Payments to the Workforce EN. Social Security will pay the Workforce EN for employment outcomes a Ticket Holder achieves after assigning the Ticket to the Workforce EN, and not for the cost of services the Workforce EN provides. Any payments made to the Workforce 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: Workforce ENs shall provide services at their own facilities, as described in their proposal.

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

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

AUTHORIZED INDIVIDUALS: The Workforce EN Payment Agreement Officer (PAO) in the Social Security Administration'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 payment agreement. Only the PAO is authorized to make quality or delivery schedule changes in the Statement of Work by a properly executed modification. Social Security will notify the Workforce 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 Workforce ENs.

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



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

PART II – STATEMENT OF WORK

The Workforce 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 Workforce 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 payment agreement 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 Workforce EN offeror shall have a current contract with the DOL.

1. The Workforce EN shall inform Social Security through OSM if its Workforce status is suspended, revoked, or otherwise changed during performance of this payment agreement within five calendar days of receiving notice of the revocation, suspension or change.
2. Failure to notify the OSM of a change in Workforce status is grounds for Social Security to terminate the payment agreement.



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3. If the Workforce EN loses its Workforce status under the WIA, Social Security will terminate this payment agreement effective with the date of the lost Workforce status, although the organization may submit a proposal to become an EN as a commercial entity under the current EN Agreement solicitation.

B. The Workforce 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 Workforce 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); and
- Ongoing employment support as appropriate.

2. Provide intensive services only (the default option for a Workforce EN under this agreement) **or** intensive services **AND** staff-assisted ongoing employment support (See Part II, Section 8). Regardless of the option chosen, all Workforce ENs must offer the Ticket Phase 1 services described in Part II, Section 1.B.1 above. The Workforce EN agrees to report monthly to the OSM all new cases where the Ticket Holder and the Workforce 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 (nine months of work) if they choose Intensive Services only. If the Workforce EN chooses not to provide ongoing support after case closure, the Workforce 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 Social Security 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 (VR) agency. The Workforce EN agrees to inform all clients initiating an IEP that, should their Ticket be assignable, the OSM will assign it to the Workforce EN pursuant to the IEP. Social Security will send written notice to the Ticket Holder confirming the assignment.

A. The Ticket assignment process requires the Workforce EN to submit two files to the OSM on a monthly basis:



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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 Workforce 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 Workforce clients who have a Ticket but for whom no IEP has been signed.
 - a. The OSM will return the file to the Workforce 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 Workforce EN shall contact those beneficiaries to explain the advantages of assigning the Ticket and the potential for employment support services.
 - c. The Workforce 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 Social Security Numbers in the file described in Part II, Section 2.A.1 above.
- B. The Workforce 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 Workforce 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 Workforce 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 Workforce EN shall maintain a file of all IEPs prepared for Ticket Holders. Social Security reserves the right to request copies of those IEPs for audit purposes.



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SECTION 4: REFERRAL AGREEMENTS WITH State VR Agencies

A. Workforce EN Referrals to State VR Agency

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

B. Resolving Disputes with State VR Agencies

The Workforce EN and the State VR agency shall use the procedures for resolving disputes spelled out in the agreement between the Workforce EN and the State VR agency or pursuant to state law or state administrative procedures.

SECTION 5: Workforce EN RESPONSIBILITIES TO TICKET PROGRAM BENEFICIARIES

The Workforce EN has the following responsibilities to beneficiaries under the Ticket program:

- A. The Workforce 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 Workforce 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 Workforce 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-



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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 nine 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 Workforce EN shall not say or imply to any Ticket Holder:
- a. You can work part time indefinitely with the support of the Workforce EN.
 - b. The Workforce EN will support or enable *parking* (i.e. artificially manipulating the Ticket Holder's earnings to remain on cash benefits).
- B. The Workforce EN shall provide the Ticket Holder with a full explanation of the services offered by the Workforce 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 Workforce 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 Workforce 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 Workforce EN indicating mutual agreement.
- E. The Workforce EN shall not charge the Ticket Holder for services provided to a Ticket Holder under an IEP.
- F. The Workforce 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 Workforce EN shall maintain personal information files in secure locations and grant access only to authorized individuals.
- G. The Workforce EN shall explain the process for resolving any disputes between the Workforce EN and the Ticket Holder.



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- H. The Workforce EN shall inform the Ticket Holder of the Timely Progress Review (TPR) guidelines, available at www.chooseworkttw.net.
- I. In addition, the Workforce 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. Workforce EN may unassign the Ticket at any time if the Workforce 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 Social Security 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 Workforce EN's records concerning that Ticket Holder. The Workforce EN shall allow the Ticket Holder to view the records at the Workforce EN's place of business and make copies of the records using the Workforce 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. Workforce 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 Workforce EN shall mutually agree to any IEP amendments. The Workforce EN shall provide to the Ticket Holder in writing an amended version of the IEP.

SECTION 6: EVALUATING Workforce EN PERFORMANCE

The Workforce 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.



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SECTION 7: EN REPORTING REQUIREMENTS

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

A. General Requirements

The Workforce EN shall:

1. Submit to the OSM the two monthly files identified in Part II, Section 2.A.;
2. Submit to the OSM a copy of any agreements the Workforce EN has reached with State VR agencies regarding the conditions under which the State VR agency will provide services to beneficiaries who are referred by the Workforce EN under the Ticket Program per Part II, Section 4.A.;
3. Report to the OSM immediately all instances in which the Ticket Holder/Workforce EN relationship has ended, either through the Ticket Holder's unassignment of the Ticket or the Workforce 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 payment agreement 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 Workforce EN shall provide financial information to Social Security with respect to the actual costs incurred by the Workforce EN in providing employment services, VR services or other support services to Ticket program beneficiaries.
2. Upon request, the Workforce EN shall provide other fiscal documentation that may be required by regulation or statute.

SECTION 8: PAYMENTS TO THE Workforce EN

Under this agreement, two payment systems are available to the Workforce EN: a phase 1-only milestone payment system or a milestone-outcome payment system. The availability of either system is dependent upon the Workforce 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, Social Security will pay the Workforce EN for employment outcomes achieved by a Ticket Holder after assigning the Ticket to the Workforce EN, and Social Security will not reimburse the Workforce EN for the cost of services the Workforce EN provides. Any payments made to the Workforce EN are not for goods or services to benefit the agency.



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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 Workforce EN under this agreement and involves career planning, job placement and short-term job retention services. If the Workforce 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 Workforce EN shall provide short-term intensive services AND ongoing employment support services provided by staff hired to provide this specific service.

If the Workforce 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 two 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.



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NOTE: The Notice of Proposed Rulemaking dated August 13, 2007, expressed the intention to pay an EN based on a Ticket Holder earning two weeks of TWL earnings in a calendar month. Social Security's earnings records reflect only monthly earnings, not weekly earnings; therefore, for administrative ease, we made a change in the final regulation that allows Social Security 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

Social Security will pay the Workforce EN for up to 11 milestones for a Ticket Holder receiving SSDI (Title II) or Social Security Disability Income (SSDI)/ Supplemental Security Income (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 Workforce 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.



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3. Outcomes Following Milestone

Social Security will pay the Workforce 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 Workforce 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. Workforce EN Payment Calculations

- a. The amount Social Security will pay the Workforce 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 Social Security's two disability programs.
- c. Social Security calculates two PCBs each year, one for SSI and one for SSDI.
- d. The SSI PCB is used for computing the payment due a Workforce 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. Workforce ENs can request individual payments or request electronic payments (ePay). For ePay, Social Security will monitor the earnings (using the quarterly NDNH/OCSE database) of all Tickets assigned to Workforce EN and will make quarterly payments to the Workforce EN for all beneficiaries generating qualifying earnings.



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2. Social Security will conduct a random review of payments to the Workforce EN for Phase 1 Milestone 4. Social Security will notify the Workforce EN electronically of the payments that have been selected for review, and will attach to this alert the EN Certification of Services Statement (COS) that the Workforce EN will complete and sign within 60 days.
3. All payments to the Workforce EN will be made via electronic transfer to the Workforce EN's designated financial institution as identified by the WF EN's System for Award Management (SAM) record. The Workforce 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 Social Security becomes aware of an overpayment, it will send an overpayment notice to the Workforce EN explaining the circumstances and the amount of the overpayment.
2. The Workforce 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 Workforce EN is currently receiving payments for the overpaid Ticket, the Workforce EN can request that the overpayment be recovered from future payments for that Ticket or other future payments due on other Tickets
 - c. Installment Payments – If the overpayment is more than \$2,500 and payment in full would create a financial hardship for the Workforce EN, the Workforce EN can repay the overpayment in 3-6 monthly installments.
3. Social Security's decision on any overpayment dispute is final. Should Social Security conclude that any disputed overpayment remains outstanding, the Workforce EN shall have 30 days to select one of the three repayment options listed above to repay the overpayment.
4. If the Workforce EN does not respond to the overpayment notice in a timely fashion, Social Security will suspend all Ticket payments due the Workforce EN and apply those payments to the overpayment until a \$0 balance is achieved. Social Security will resume payments once overpayments are recouped.



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SECTION 9: STATUTORY/REGULATORY UNDERSTANDING AND COMPLIANCE REQUIREMENTS

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

- A. Agrees to participate in Social Security's Ticket to Work and Self-Sufficiency Program and abide by all the requirements, terms, and conditions of this payment agreement;
- B. Understands the program requirements of this payment agreement as contained in the Ticket Statute, as well as in the Ticket program regulations (20 CFR Part 411);
- C. Has read and understands this payment agreement, and all attached addenda and amendments thereto (if any);
- D. Agrees to comply with all of the statutory requirements and Federal regulations governing Social Security's Ticket program;
- E. Agrees to cooperate fully with the OSM in the administration of Ticket program operations and processes in support of the Ticket Statute and Ticket program regulations cited above;
- F. Agrees that any provider(s) with which the Workforce EN subcontracts meets all of the Social Security Workforce EN qualification requirements and the privacy and security requirements applicable to State Workforce agencies under U.S. DOL regulations; and
- 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): Minnesota Employment and Economic Development
- B. **NAME OF WF EMPLOYMENT NETWORK** (if different from Item A above. This will appear in the EN Directory): _____
- C. **Workforce EN'S EMPLOYER IDENTIFICATION NUMBER (EIN):** 411681137



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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 Social Security'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. Workforce EN'S Data Universal Numbering System (DUNS) 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 Workforce 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 Workforce EN's name shown in Item A above.

Enter the DUNS Number here: 617962519

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

E. ADDRESS (no Post Office boxes):

332 Minnesota Street, Suite E200, Saint Paul, MN 55101



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F. MAILING ADDRESS (If different from above. May be a P.O. box):

G. LOCATION OF SERVICES

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

Yes No

Counties or zip codes served: Becker, Beltrami, Cass, Clay, Clearwater, Crow Wing, Douglas, Grant, Hubbard, Lake of the Woods, Mahnomen, Morrison, OtterTail, Pope, Stevens, Todd, Traverse, Wadena, Wilkin, Blue Earth, Brown, Faribault, LeSueur, Martin, Nicollet, Sibley, Waseca, Watonwan, Dodge, Fillmore, Freeborn, Goodhue, Houston, Mower, Olmsted, Rice, Steele, Wabasha

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:** Anne Fischer

3. **PHONE:** (651) 259-7545

3. **TOLL FREE #:** (800) 657-3858



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- 4. **FAX:** (651) 215 -3842
- 5. **TTY:** (651) 296 -3900
- 6. **EMAIL:** Anne.Fischer@state.mn.us
- 7. **WEBSITE:** www.positivelyminnesota.com

Do you want a link to this website on the EN Directory? Yes No

I. OTHER Workforce EN CONTACTS

Please list the following contact information for all other program/payment agreement inquiries if different from Item H above:

- 1. **CONTACT NAME:** Anne Fischer
- 2. **PHONE:** (651) 259-7545
- 3. **TOLL FREE #:** (800) 657-3858
- 4. **FAX:** (651) 215 -3842
- 5. **TTY:** (651) 296 -3900
- 6. **EMAIL:** Anne.Fischer@state.mn.us

J. SERVICE OPTION

- Intensive services only Ongoing employment support



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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).

Employment Counselor: 1.0 FTE

K. Workforce EN PAYMENT SYSTEM ELECTION

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

L. Workforce 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



Workforce Payment Agreement

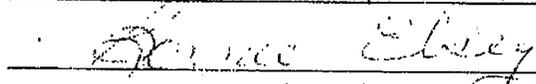
outside of this agreement. This agreement shall take precedence over any other documents that may be in conflict with it.

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): Bonnie Elsey

Title: Director, Workforce Development Division

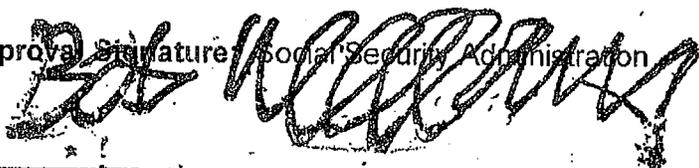
Signature: 

Date: 2/11/13

Phone: (651) 259 -7563

FAX: (651) 284 -3307

Email Address: Bonnie.Elsey@state.mn.us

Approval Signature:  Social Security Administration

Bob Williams
Associate Commissioner for Employment Support Programs

3/28/2013
Date