

**AGREEMENT BETWEEN THE  
KENTUCKY DEPARTMENT OF VOCATIONAL REHABILITATION SERVICES  
AND EMPLOYMENT NETWORK**

This Agreement is between the State of Kentucky Department of Vocational Rehabilitation, hereinafter referred to as “DVR,” and \_\_\_\_\_, hereinafter referred to as an employment network or “EN”.

**I. EFFECTIVE DATE AND DURATION**

This Agreement shall become effective on the date it has been signed by both parties. Either party to this Agreement may terminate the Agreement by providing thirty (30) days written notice to the other party.

**II. MODIFICATIONS OR AMENDMENTS**

This Agreement may be modified or amended by mutual agreement of both parties. Such modifications or amendments shall be in writing and signed by both parties hereto.

**III. PURPOSE**

Under the federal Ticket to Work and Work Incentives Improvement Act of 1999 (Public Law 106-170, Title I, Subtitle A, 42 U.S.C. 1320b-19, et. seq.; hereinafter referred to as the “Act”), and the regulations of the Social Security Administration (SSA) implementing the Act (20 CFR Part 411), qualified individuals with disabilities (hereinafter referred to as “beneficiaries”) are allowed to seek the services necessary to obtain and retain employment and reduce their dependency on cash benefit programs. The purpose of this Agreement is to specify the conditions under which DVR will provide services to a beneficiary when the beneficiary is referred by an EN to DVR.

**IV. RESPONSIBILITIES OF THE PARTIES UPON REFERRAL OF BENEFICIARIES TO DVR**

**A. Responsibilities of the EN**

1. In order to accept a referral of a beneficiary to DVR for services, EN shall ensure that (a) the beneficiary has a valid ticket-to-work, (b) an Individual Work Plan (IWP) has been developed by the EN, (c) a Referral document has been completed that clearly sets forth the specific services that are being requested for the beneficiary, and (d) a satisfactory Release of Information form, signed by the beneficiary or the beneficiary’s representative, has been completed consenting to the release and disclosure of information to DVR. To satisfy (c) and (d) above, EN may use the Referral and Release of Information forms contained in Attachments A and B, respectively. The information identified in (b), (c), and (d) must be provided to DVR immediately upon referral of the beneficiary to DVR for services.

2. EN shall refer each beneficiary under this Agreement to the local DVR office within the beneficiary's geographical location.
3. EN agrees that any service in the Referral document that is to be provided by DVR must have written concurrence of DVR before the services can begin.
4. EN shall provide DVR with all supporting information necessary for DVR to complete an Individual Plan for Employment (IPE) with the beneficiary or the beneficiary's representative. Such supporting information includes, but is not limited to: SSI/SSDI information, psychological and medical documentation, and any assessment and work history information that is available on the beneficiary. EN shall also maintain open lines of communication and share other information with DVR as necessary to best serve the beneficiaries covered under this Agreement.
5. EN shall immediately inform DVR upon the occurrence of any of the following events: (a) the beneficiary assigns his/her ticket to another EN, (b) the EN ceases to do business, (c) the EN's status as an EN has been terminated by the Program Manager, or (d) the beneficiary's ticket becomes inactive, terminates, or is otherwise taken out of assignment.
6. EN shall provide to DVR, the wage verification material required by the Social Security Program Manager in order for payments to be made on a monthly basis.
7. EN shall maintain and protect the confidentiality of all beneficiary information and documentation that are provided to EN by DVR consistent with the provisions contained in the Release of Information form signed by the beneficiary.
8. EN shall submit a copy of this Agreement to the Program Manager.

**B. Responsibilities of DVR**

1. Consistent with the provisions of this Agreement, DVR shall provide services to eligible beneficiaries that are referred by the EN. Eligibility shall be determined in accordance with DVR Program Policy, and the federal Rehabilitation Act of 1973, as amended, to include the criteria that the beneficiary intends to achieve an employment outcome, and that the beneficiary could benefit from DVR services to become employed.
2. In determining whether to agree to serve beneficiaries that are referred by EN, DVR shall review the IWP and all other supporting information identified in Section IV.A.1. of this Agreement. DVR may recommend changes to the IWP which will be negotiated between the three parties (EN, Beneficiary, DVR). If DVR recommended changes are not

incorporated in the IWP, DVR may decline to accept the referral of the beneficiary.

3. DVR shall report to the EN all information with regard to the services that DVR provides that are necessary for the EN to determine that the beneficiary is actively participating in the IWP, and which will allow the EN to make reports to the Program Manager.

## **V. PAYMENT FOR SERVICES**

- A. DVR shall provide EN with the necessary documentation to verify that the services identified in the Referral document have been provided and shall submit accurate billing information to support the performance of such services.
- B. Irrespective of whether the Outcome Payment system or the Milestone-Outcome Payment system is utilized by the EN, EN shall reimburse DVR at the rate of 50% of each monthly payment made by the Social Security Administration (SSA) until DVR is fully reimbursed for all actual service costs that are incurred as a result of the referral of the beneficiary to DVR for services. Actual costs include all purchased services and staff cost. If the percentage of recovery from each monthly payment made by SSA is insufficient to allow DVR to fully recover its costs, EN agrees to increase the percentage of each monthly payment to enable full recovery of costs. In no event shall the percentage of recovery exceed 75% of each monthly payment.

## **VI. DISPUTE RESOLUTION**

- A. Should either party to this Agreement believe that the other is in violation of any of the provisions of this Agreement, the dispute shall be resolved by the Commissioner of DVR, and the Executive Director of EN, or their designees.
- B. Should the informal dispute resolution process fail to satisfactorily resolve the dispute, the matter shall be referred to the Program Manager for resolution. The Program Manager has 20 calendar days after receiving a written request to recommend a resolution to the dispute. If either the EN or DVR does not agree with the Program Manager's recommended resolution to the dispute, the EN or DVR has 30 calendar days after receiving the Program Manager's recommendation to request a decision by SSA on the matter in dispute.

## VII. SIGNATURES

KENTUCKY DEPARTMENT OF VOCATIONAL REHABILITATION (DVR)  
209 St. Clair Street  
Frankfort, KY 40601

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Bruce Crump, Commissioner  
Dept. of Vocational Rehabilitation

### EMPLOYMENT NETWORK (EN)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title