

September 21, 2020

Ladies and Gentlemen:

The Social Security Administration (SSA) invites interested parties to respond to our request for application (RFA) notice in accordance with the requirements of the attached RFA number **SSA-EN-RFA-20-0001**, "Employment Networks (EN) for the Ticket to Work and Self-Sufficiency Program."

THIS RFA REPLACES THE PRIOR REQUEST FOR APPLICATION (RFA), SSA-EN-RFA-18-0001A. THE RFA OFFERS A NEW EMPLOYMENT NETWORK (EN) TICKET PROGRAM AGREEMENT (TPA) THAT UPDATES THE STATEMENT OF WORK TO INCORPORATE CHANGES TO TICKET PROGRAM REQUIREMENTS, AS WELL AS INTRODUCES EFFICIENCIES TO EN TPA AWARD AND POST-AWARD SUPPORT PROCESSES.

The Ticket to Work and Self-Sufficiency Program is the centerpiece of the Ticket to Work and Work Incentives Improvement Act of 1999. This program provides Social Security beneficiaries with disabilities the choices, opportunities and supports needed to obtain and retain employment and reduce their dependence on cash benefits.

Most adults who receive benefits from SSA based on disability are eligible for the Ticket Program and may assign their Tickets to an EN of their choice to obtain employment services, vocational rehabilitation services or other support services necessary to maximize their economic self-sufficiency through work opportunities. An EN shall be 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 (VR), or other support services to those beneficiaries who have assigned their Tickets to the EN.

Please carefully review the attached RFA package that explains the duties of an EN, requirements for consideration as an EN in the Ticket Program, and directions for submitting an application.

If you are interested in submitting an application, please complete and **hand sign Part I – Ticket Program Agreement** and **ALL** documents contained in Part V of the RFA package, and submit to ENService@SSA.gov.

Applicants must submit their application package electronically by signing, scanning, and emailing required documents to ENService@ssa.gov. **SSA will only accept electronic proposals.**

DO NOT submit the entire RFA notice package, only submit those documents requested on the EN Application Checklist.

This RFA notice package is available for downloading at <https://www.ssa.gov/work/enrfa.html>. SSA will issue any amendments to the RFA notice electronically via this website. It is the applicant's responsibility to check this website

periodically for any such amendments. This notice replaces the previous notice for SSA-RFA-18-0001A.

As SSA continues to release Tickets based on new accretions to the disability rolls and/or Ticket eligibility, this RFA notice will remain open continuously until further notice. However, we strongly encourage applicants to submit their applications as soon as possible.

For more information about the Ticket to Work Program, please visit the following websites:

Social Security Administration's website: <https://www.ssa.gov/work>
Ticket Program Manager's website: <https://yourtickettowork.ssa.gov>

SSA staff is available to answer any questions you may have about becoming an EN and submitting a RFA to establish an EN TPA. **Please direct your questions to The Office of Employment Support by sending an email message to ENService@ssa.gov.**

In accordance with Section 1148(f) of the Social Security Act, this RFA notice is not open to Federal agencies.

Sincerely,

/s/

Susan Wilschke,
Acting Associate Commissioner
Office of Research, Demonstration, and
Employment Support
Social Security Administration

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PART I – TICKET PROGRAM AGREEMENT (TPA)

The Ticket to Work and Self-Sufficiency Program (aka Ticket Program) is the centerpiece of the Ticket to Work and Work Incentives Improvement Act of 1999. This program provides eligible Social Security beneficiaries with disabilities (referred to as “Ticketholders”) the choices, opportunities and supports needed to obtain and retain employment, and reduce their reliance on cash benefits. Most adults who receive Social Security benefits based on disability are eligible for the Ticket Program and may assign their Tickets to an EN of their choice to obtain employment services, VR services, or other support services necessary to maximize their economic self-sufficiency through work opportunities.

PART I—TICKET PROGRAM AGREEMENT (TPA)

NOTE: This signature page must be printed, signed by hand, scanned, and returned to Social Security per the instructions on page 1.

The Social Security Administration (SSA) and _____ (applicant’s name),
 representing _____ (name of Employment Network),
 enter into this program agreement to allow for a streamlined approach to providing Employment Network (EN) services to Social Security disability beneficiaries under the Ticket to Work and Self-Sufficiency Program.

The applicant (Signatory Authority Name), _____, agrees to the following terms of the EN Ticket Program Agreement (TPA) # {SSOO- _____ -E _____ } exclusively with the SSA. All services provided under this TPA are subject to the terms and conditions noted herein.

Signature: _____

 Applicant (Signatory Authority) Signature

 Date

DESCRIPTION OF SERVICES: Services to Ticketholders participating in SSA’s Ticket to Work Program are described in Part III, Statement of Work (SOW).

PAYMENT: ENs will be paid in accordance with the rules and procedures governing EN payments and payment requests as specified in Part II—*Payment Rates* and Part III--Section 5, *EN Payments*.

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

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

The EN shall furnish all necessary personnel, materials, services, facilities, equipment, employee travel, and marketing except as may be otherwise specified in the EN TPA, and perform all tasks necessary for, or incidental to, the provision of EN services in accordance with the terms and conditions set out in the EN TPA.

TERM OF AGREEMENT: This TPA is valid for ten years from the date of TPA award unless otherwise extended, or terminated by the Government or at the EN’s request. Additional terms and conditions specific to this TPA are found at Part IV of this agreement. The Government reserves the right to issue unilateral or bilateral changes, which may or may not require written acknowledgment by the EN prior to the change becoming effective.

TERMINATION OF TPA: The Government reserves the right to terminate this TPA, or any part hereof, for its sole convenience. In the event of such termination, the EN shall immediately stop all work hereunder and shall immediately cause any and all of its employees, suppliers, subcontractors, and provider partners to cease work. Subject to the terms of this TPA, the EN may request payments based on work and earnings achieved by Ticketholders prior to the notice of termination. An EN whose TPA is terminated for convenience will not be permitted to submit a new EN application for a period of 180 days following the termination date.

In addition, the Government may terminate this TPA, or any part hereof, for cause in the event of any default by the EN, or if the EN fails to comply with any TPA terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance as an EN. In the event of termination for cause, the Government shall not be liable to the EN for any payment requests if the Government determines that the services provided by the EN in support of the Ticketholder were fraudulent or provided in violation of any TPA terms and conditions. In such cases, the EN shall be liable to the Government for all rights and remedies provided by law. An EN whose TPA is terminated for cause will not be permitted to submit a new EN application, although the Government may grant an exception to this prohibition in extraordinary cases.

The EN reserves the right to terminate this TPA at any time for any reason. If an EN elects to terminate this TPA, the Signatory Authority must promptly notify ENService@ssa.gov of its intent to terminate the TPA with an effective date.

DESIGNATION OF GOVERNMENT PROGRAM OFFICE: The Office of Employment Support (OES) within the Office of Research, Demonstration, and Employment Support (ORDES) has oversight responsibility for this TPA. The SSA designated authority is the only official authorized to make changes to the terms and conditions of this TPA. Changes will come as an amendment to this TPA, if and when necessary.

OES is the component responsible for the oversight of this TPA, general inquiries related to the EN RFA, TPA or the Ticket Program in general shall be directed to ENService@ssa.gov.

1. OES is responsible for the following under this TPA:
 - Assisting ENs in resolving issues relating to TPA administration and performance;
 - Monitoring the EN’s progress, including review and assessment of performance, and recommending to the OES approving official corrective action as required;
 - Interpreting and evaluating the statement of work and any other technical performance requirements; and
 - Performing EN reviews required by this TPA.

2. Performance of work under this TPA shall be subject to the general direction of ORDES. The term “direction” includes, without limitation, the following:
 - Directions to the EN regarding the requirement of the TPA;
 - Providing information to the EN that assists in the interpretation of areas of the SOW or other terms and conditions of this TPA;
 - Reviewing and, where required, approving deliverables by the EN to the Government under this TPA.

3. Direction will be within the general scope of the SOW stated in Part III--Statement of Work of this TPA. Direction or other changes to this TPA may be provided orally or in writing. Direction or other changes to this TPA provided orally will be confirmed in writing (either electronically or through standard mail carrier) within five working days after issuance.

PART II—PAYMENT RATES

The Ticket Program is outcome-based, meaning that payments to ENs are based upon work and earnings achieved by Ticketholders. Payments are made in accordance with a prescribed payment schedule that is updated yearly (see Part III—Section 5.C). The Government will not reimburse the EN for the any costs associated with work performed under this TPA.

For current EN payment rates, visit **Payments under the Ticket Program** at <https://yourtickettowork.ssa.gov/program-operations/payments.html>. Terms governing EN payments are found in Part III--Section 5 of this notice.

PART III--STATEMENT OF WORK

An EN under the TPA is obligated to:

- Comply with the terms and conditions of the TPA with SSA, including **actively** participating in the Ticket Program by delivering or coordinating the delivery of employment services, VR services, or other support services;
- Inform and educate Ticketholders that the purpose of the Ticket Program is to provide Ticketholders the opportunities and supports needed to work, increase earnings self-sufficiency, reduce reliance on Social Security cash benefits, and become financially independent;
- Develop unique Individual Work Plans (IWP), tailored toward each Ticketholder's goals and limitations in partnership with the Ticketholder in a manner that affords the Ticketholder the opportunity to exercise informed choice in selecting an employment goal and the services necessary to achieve that goal;
- Provide services that assist Ticketholders to prepare for, find, and keep jobs that enable them to reduce reliance on SSA cash benefits.

SECTION 1: EN QUALIFICATIONS

NOTE: Workforce entities (Workforce Boards, American Job Centers, One-stop Delivery Systems) established under subtitle B of Title I of the Workforce Investment Act (WIA) of 1998 (29 U.S.C. 2811 et seq.) and organizations administering Vocational Rehabilitation (VR) Services Projects for American Indians with Disabilities authorized under section 121 of part C of the Rehabilitation Act of 1973, as amended (29 U.S.C. 720 et seq.) are deemed to have met all requirements under Part III--Section 1, of this document.

An EN must meet and maintain post-award compliance with all general and specific qualification requirements and all specific qualification requirements described below.

A. General Qualification Requirements

1. Have a minimum of
 - 1 year of demonstrated experience in the last 3 years providing employment, VR, or other relevant support services to persons seeking employment. This period must be immediately preceding the date of this RFA, or 2 years of experience during the last 5-year period immediately preceding the date of this RFA; or
 - A Bachelor's degree from an accredited college or university in the fields of career counseling, psychological counseling, social work, mental health, rehabilitation counseling or human resources; or
 - A combination of experience and education

NOTE: The same rules apply in the event an EN wishes to change its business model.

2. Have secure systems in place to protect the confidentiality of personal information about beneficiaries seeking or receiving services.
3. Have the capability to provide or arrange for the delivery of a range of core services to beneficiaries throughout the EN's selected service area. At a minimum, these services shall include:
 - Career planning (e.g., benefits counseling provided by a certified benefits counselor, goal setting, job coaching, job development, training),
 - Job placement assistance (e.g., job search and job accommodations). ENs are not required to provide direct job placement (See Part V, Section 12.N.1), and
 - Ongoing employment support (e.g., regularly scheduled follow-ups, job stabilization and retention, career advancement).

NOTE: For Partnership Plus agreements, career planning and job placement assistance services are required only as necessary (as described in Part III--Section 6.B) where the State Vocational Rehabilitation agency (SVRA) has provided job placement services and closed the case. In such cases, the EN shall provide ongoing support services.

4. Be accessible to Ticketholders by providing the following:
 - For ENs that provide services to beneficiaries at physical locations, those locations must be accessible in accordance with Americans with Disabilities Act accessibility guidelines. Ticketholder access to electronic and information technology must comply with standards found in Section 508 of the Rehabilitation Act. ENs that provide services from a home office must request approval via ENService@SSA.gov; approval to operate from a home office must be received before an EN begins operating from a home office.
 - Information in alternative media and formats, as appropriate.
 - Toll-free telephone access for clients living outside the EN's local telephone exchange area.

NOTE: A toll-free number is not required if the EN's service area is confined to the local telephone exchange area.

- Voicemail telephone answering service if an EN employee is not immediately available to answer the telephone.
- Voicemails from Ticketholders and others associated with the Ticket Program must be returned within 2 business days.
- Access by email.

- Emails from Ticketholders and others associated with the Ticket Program must be returned within 2 business days.
 - Website that, at a minimum, provides EN contact information and services offered under the Ticket Program.
 - Be accessible in person or by phone at least 20 hours per week.
5. Not discriminate in providing services based on Federal equal opportunity guidelines.
 6. Have and maintain adequate resources, including sufficient staff and facilities, in the EN's selected service area or for the provision of remote services, to provide or arrange for the delivery of services to beneficiaries.
 7. Maintain accounting procedures and control operations necessary to document EN costs and activities.
 8. Carry general and/or professional liability insurance and, as appropriate, medical liability insurance. (See Part IV--Section 4).
 9. Be registered in the System for Award Management (SAM), the primary contractor/awardee database for the Federal Government. The EN is responsible for maintaining the accuracy of all data entries and for completing the requisite yearly SAM update at <https://www.acquisition.gov>. (See Part IV—Section 1 and Part V—Section 1.D.2).
 10. Maintain acceptable versions of browsers necessary to access EN data and process Ticket transactions via SSA's secure Ticket portal. (See Part III—Section 7.B).

NOTE: Use of the Ticket Portal is mandatory for all ENs. Access to the Ticket Portal and information about how to access it will be provided if your RFA is approved.

B. Specific Qualifications Requirements

1. In addition to the general qualifications criteria as delineated in Part III--Section 1.A above, an applicant must meet certain specific qualifications. To meet the specific qualifications, the **application shall include at least one of the following:**
 - (1) A copy of the license or certification (as required by State law) to provide employment services, VR services, or other support services to individuals with disabilities. The license or certification must be either performance or merit-based and issued by a State organization with regulatory authority or administrative oversight relating to the provision of VR or employment-related services in that State. **A generic business license or tax license is not acceptable.**
 - (2) Evidence of certification or accreditation from a national rehabilitation and employment services accrediting organization that establishes an applicant's qualifications to provide or arrange for the provision of employment services, VR

services, or other support services to individuals with disabilities. Examples of acceptable certification/accreditation include:

- BWIP: Benefits and Work Incentives Practitioner certification from Cornell University.
- CARF: Certification from the Commission on Accreditation of Rehabilitation Facilities.
- CCSP: Certified Career Services Provider from the National Career Development Association.
- CESP: Certified Employment Support Professional from the Association of People Supporting Employment.
- CPWIC: Community Partner Work Incentives Coordinator certification from Virginia Commonwealth University.
- CWIC: Community Work Incentives Coordinator certification from Virginia Commonwealth University.
- CRC: Certified Rehabilitation Counselor from the Commission on Rehabilitation Counselor Certification.
- CPRP: Certified Psychiatric Rehabilitation Practitioner from the United States Psychiatric Rehabilitation Association.
- ICCD: Certification/accreditation from the International Center for Clubhouse Development.

(3) Proof of a contract or an equivalent vendor agreement with a Federal agency, State VR agency (SVRA), or other State agency (e.g., State Medicaid Waiver contract, New York Office of Mental Health Personalized Recovery Oriented Services limited license); or a grant from a public or private entity, to provide employment, VR, or other support services to individuals with disabilities. The applicant need not submit the entire contract, agreement or grant, nor complete payment history; however, the documentation submitted must **clearly**:

- State the period of performance and the services to be provided and
- Establish **successful delivery of employment services** as documented by payments received for services rendered.

A signed letter or statement from the agency of record that provides the information requested above is acceptable.

a. All licenses, certifications, accreditations and contracts/grants described under Part III—Section 1.B.1.a above must be:

- Issued in the name of the organization or individual identified in the application as the contractor; and
- Current at the time of the TPA award.

NOTE: *The EN shall inform ENService@SSA.gov if its license, accreditation, certification, contract or grant is suspended, revoked or otherwise changed during the performance of the TPA within 3 business days of receiving notice of the suspension, revocation or change. Failure to notify ENService@SSA.gov may result in termination of the TPA. (See Part III—Section 13.H)*

- b. The applicant/EN shall employ staff and/or utilize subcontractors/provider partners that are:
- Qualified under applicable certification or licensing standards that apply to their profession or as required by State law; or in the absence of such requirements;
 - Otherwise qualified based on education or experience.

Any medical and related health services to which the EN and Ticketholder agree shall be:

- Necessary to support attainment of the Ticketholder's employment goal and
- Provided under the formal supervision of persons licensed to prescribe or supervise the provision of these services in the State in which the services are performed.

NOTE: **One individual may not be listed as a key contact on the TPA for more than one EN unless those ENs are affiliated under a common ownership, signatory authority, government agency, or parent company.**

- c. The applicant/EN shall submit names, addresses, and qualifications of proposed provider affiliates to the ENService@SSA.gov for preapproval before those organizations may begin working under this TPA. Additionally, the EN shall ensure that subcontractors/provider partners meet the privacy and security requirements found in Part III—Section 11 and Part IV--Sections 5-8 of this RFA.
2. The applicant's application shall include a business plan that describes how the applicant will meet the requirements for award of an EN TPA. **We include a business plan template as part of the EN Information Sheet in Part V--Section 1.Q of this RFA. No other format is acceptable.**
- a. Organization. Describe your organization's history, mission, accomplishments, and corporate structure, including any subsidiaries, subcontractors, and provider partners. This shall include:
- Organizational chart showing current positions and current staffing numbers for each position. For large or multifaceted organizations, the organization chart need only reflect that part of the organization that will be performing work under this RFA.

- Names, addresses, phone numbers, and resumes of key staff.
 - Names, addresses, and services provided for all subsidiary, subcontractors and provider partners.
- b. Programs, Services, and Supports. Describe the programs, services, and supports currently offered.
- Explain the relevant programs, services, supports, and how they support the goals of the Ticket Program as explained in the introduction to Part III (Statement of Work) of this RFA.
 - Describe your organization’s facilities and client/customer base. Explain how you will identify clients with work goals in line with the goals of the Ticket Program.
 - Provide evidence detailing the delivery of significant level(s) of employment services.
 - Include job placement or job preparation assistance services for people with disabilities to assist them in finding and retaining employment, with tangible results relating to job achievement and retention by your clients.
 - The applicant must provide proof of employment services within the 2 years immediately preceding the date of the application (or 3 years within a 5 year period immediately preceding the date of the application).
 - Evidence of qualifications based on a Federal/State contract/agreement/grant must be in the form of documentation showing payments received for services rendered. SSA reserves the right to contact people with disabilities for whom you provided employment services to verify provision of services.
 - Describe Services and Supports that will be outsourced.
- c. Business Model. Describe in detail your current business model, including any anticipated changes to your current business model to meet the requirements of this RFA. Provide the numbers, knowledge, skills, abilities, and training of your organization’s staff, as well as business policies, services, and supports directed to your clientele.
- (1) Include your plans for (a) marketing your EN to Ticketholders, (b) developing individual work plans (IWPs), (c) providing both short-term supports to help the Ticketholder find a job and long-term supports to help ensure job retention and the Ticketholder’s success in achieving and maintaining self-sufficiency through work, and (d) protecting sensitive Ticketholder information.
 - (2) If your business model includes providing cash payments directly to Ticketholders, please describe in detail the nature of these payments and the method of disbursement.

- Small cash payments to Ticketholders totaling no more than \$60 per calendar quarter to cover incidental expenses (such as an incentive for providing employer pay stubs to the EN) are permissible.
- An EN may purchase items for Ticketholders directly related to obtaining or retaining work.
 - Purchases shall be ad hoc and incidental, not regular and recurring.
 - The EN shall keep records of all purchases (such as receipts or credit card statements) subject to verification by SSA.
- An EN shall not make loans to Ticketholders (i.e., cash payments or purchases of goods and services) under the condition (or assumption) of repayment.
- An EN shall not offer cash payments or purchases of goods and services to Ticketholders as a wage supplement or reward for achieving an employment goal.

(3) Recognized Business Models. SSA recognizes the following business models:

- i. Traditional Service Provider. Most ENs fall into this category (See Part V – Section 1.N.1).
- ii. Employer. (See Part V – Section 1.N.2). A business model that includes serving as (1) the **Ticketholder’s employer** or (2) an **employer agent** (i.e., being compensated by an employer via contract, agreement or other working arrangement to locate and place suitable job candidates), shall:
 - Identify the available jobs that are paying or are expected to pay wages at or above SSA’s level of substantial gainful activity (SGA) into which your organization will be placing beneficiaries.
 - Describe how your organization will provide beneficiaries with the opportunity and necessary services and supports to enable them to achieve and retain a position at a rate of pay at or exceeding SGA-level employment. SSA will evaluate compliance with this provision by determining periodically (at least annually) whether **at least 80% of those employees achieved SGA-level earnings within 9 months following the Ticket assignment**.
 - For employer agents, provide evidence of existing contracts, agreements or other working arrangements with employers and/or temp. agencies (or provide language of any tentative contracts, agreements or other working relationships) that describe the nature of the relationship.
 - Commit to:
 - Maintaining an active program for hiring and providing ongoing services and supports to workers with disabilities.
 - Placing Ticketholders in positions that establish an employer-employee relationship (e.g., issuing W-2s, withholding taxes and FICA) as opposed to a contractual relationship.

- Placing Ticketholders in jobs with growth potential that pay at or exceed SSA’s SGA level.
- Paying Ticketholders in a timely manner for work performed. Payments to Ticketholders shall NOT be contingent upon an EN’s receipt of EN payments from SSA. (“Earnings” for purposes of the EN’s request for payment means actual wages paid to and received by the Ticketholder prior to submission of the EN’s payment request.
- Submitting Primary evidence of earnings (e.g., paystubs) to SSA with payment requests.

NOTE:

- ***Paid vocational training with no record of continuous self-supporting employment does not meet the definition of a job for purposes of this RFA.***
- ***SSA will approve applications for employer EN business models from established business enterprises only. SSA will not approve applications to create new business enterprises ostensibly to employ Ticketholders.***

iii. Administrative EN. (See Part V – Section 1.N.3). An administrative EN is an organization that functions as an **EN of record** for Ticket assignments, payments, and administrative requirements, with actual Ticketholder services provided by provider affiliates. An administrative EN may provide additional ongoing support services that provider affiliates do not provide.

- The administrative EN defines the terms and conditions of the relationship with its provider affiliates through individual agreements with those affiliates.
- The administrative EN must provide SSA with a list of their provider affiliates on a monthly basis.
- EN TPAs do not prohibit ENs from becoming provider affiliates for an administrative EN or from assigning Tickets on their own while working for an administrative EN. However, the administrative EN agreement may place restrictions on Ticket assignments by affiliated provider ENs.
- The administrative EN shall be responsible and accountable for the actions of its provider affiliates in satisfying all of the requirements, terms, and conditions of the TPA.
- Affiliate providers shall be subject to the service delivery requirements of the business model applicable to the services provided. (See Part III – *Section 1.B.2.c(3)*).

NOTE: *Organizations that do not provide direct services to Ticketholders but represent a group of experienced affiliate service providers may apply to become an Administrative EN under which their affiliates would provide the core services to beneficiaries. In this case, the applicant would only*

perform EN administrative functions. The applicant must provide documentation that proves that at least 2 affiliate organizations meet the requirements and agree to provide the required core services to beneficiaries as explained under Part III, Sections 1.A and 1.B of this RFA.

- d. Sustaining EN Operations. Describe your plans for sustaining EN operations in advance of EN payments. To this end, identify any pertinent grants or funding streams.
- e. Changes to Business Plan. The EN shall submit any proposed changes to its business plan (as documented by the applicant in Part V--Section 1.Q of this RFA) made subsequent to the TPA award to ENService@SSA.gov for review and approval prior to implementation of the proposed changes.

NOTE: An EN may have more than one business model to meet the diverse employment support needs of its Ticketholders. In such cases, the applicant shall submit a separate RFA, with a separate Data Universal Numbering System (DUNS) number, with the information requested above for each business model proposed.

C. An entity is precluded from becoming an EN (or may have its EN TPA terminated) for any of the following reasons:

1. Does not meet or maintain throughout the TPA period of performance any one of the general qualification requirements identified in Part III--Section 1.A above.
2. Suspension or revocation of its license, accreditation, certification, contract, agreement, or grant for reasons concerning professional competence, conduct or financial integrity.
3. Has surrendered a license, accreditation, or certification with a disciplinary proceeding pending.
4. Is precluded from Federal procurement or non-procurement programs (including failure of a key EN official to pass a suitability determination per Part III--Section 11.E and Part IV--Section 5).
5. SSA terminated a prior EN contract or agreement terminated for cause.
6. Is a current EN that is applying to operate under an additional business model, but is not performing at the level required by its current TPA.

D. The following restrictions apply to EN eligibility:

1. Federal Government agencies are precluded from being ENs.

2. Persons with disabilities receiving benefits under Title II and/or Title XVI of the Social Security Act cannot be ENs on their own behalf.
3. An EN cannot be created to ostensibly provide services to family members (e.g., husband serving as EN for wife, parent serving as EN for child, etc.).
4. Individuals are precluded from being awarded EN agreements while **simultaneously** employed by SVRAs, WIA organizations, other ENs, SSA, or the Ticket Program Manager (TPM).
5. ENs are precluded from being, subcontractors/provider partners with any of the TPM contractors to perform work directly related to the Ticket Program.

E. TPAs are not transferrable.

Any change in the corporate status of an entity following award of a TPA shall be reported to ENService@SSA.gov in accordance with Part III – Section 8.A.2. OES will determine appropriate action with respect to the status of the TPA.

SECTION 2: TICKET ASSIGNMENT

Participation in the Ticket Program is voluntary. A Ticketholder who decides to participate in the program may take the Ticket to any EN or to a SVRA of his or her choice.

- A. In the event an individual wishes to assign his or her Ticket, the EN shall take the following steps:
 1. Take action to enroll EN representative(s) in the Ticket Portal.
 2. Verify through the Ticket Portal that the individual has a Ticket, is eligible to assign the Ticket, and has not assigned the Ticket to another EN or to a SVRA.
 3. Provide the Ticketholder with a comprehensive explanation of the services it offers.
 4. Mutually develop with the Ticketholder an **IWP**. (See Part III--Section 4, below)
 5. Initiate Ticket assignment through the Ticket Portal per procedures found in Part III—Section 4.D below. (There is an exception for ENs initiating Ticket assignments for the first time; See Part III—Section 4.D.1 below).
- B. An EN is not obligated to accept a Ticket from a Ticketholder, but shall not discriminate in the provision of services based on a Ticketholder's age, gender, veteran status, race, color, creed or national origin.
- C. Once the EN assigns the Ticket **and confirms that assignment in the Ticket Portal**, the EN may begin working with the Ticketholder to achieve a successful employment outcome.

- D. The effective date of a Ticket assignment is the date of a fully executed IWP; (i.e., the latest date that both parties--the Ticketholder and the EN representative—have signed the agreement.)

NOTE: SSA encourages ENs to make their Ticket assignment requests immediately following completion of a fully executed IWP. The elapsed time between the date of the fully-executed IWP and the receipt date of the Ticket assignment request via IWP submitted either directly to the TPM or via entry into the Ticket Portal (see Part III—Section 4.D below) shall not exceed 14 calendar days. In the event a Ticket assignment request exceeds the 14-day window, SSA will use the date SSA received the fully executed IWP as the Ticket assignment date for Ticketholder Continuing Disability Review protection and the receipt date for qualifying the EN for future payment.

- E. An EN may end its relationship with a Ticketholder at any time it is no longer willing or able to provide services to that Ticketholder. In such cases, the EN shall inform both the Ticketholder and the TPM in writing.

NOTE: A Ticketholder may choose to unassign his/her Ticket at any time as well, by informing SSA/TPM. While an EN may request a Ticketholder to notify the EN of the intent to unassign his/her Ticket by placing language in the IWP, the Ticketholder is not required to do so.

- F. In the event that the EN terminates its TPA, the EN must immediately inform the Ticketholder that his or her ticket will be unassigned. The EN may also wish to assist their Ticketholders in finding another EN that may serve their needs.

- G. While an EN is encouraged to market its services to Ticketholders, it shall **not** knowingly market their services to Ticketholders with Tickets already assigned to other ENs or with Tickets in use with State Vocational Rehabilitation Agencies (SVRA) except at the Ticketholder's request.

SECTION 3: EN/TICKETHOLDER RIGHTS AND OBLIGATIONS

The EN shall explain to the Ticketholder as part of the Ticketholder intake and IWP development process (see Part III—Section 4 below), the rights and obligations inherent to the EN-Ticketholder relationship under the Ticket Program so that the Ticketholder can make an informed choice regarding program participation.

- A. The EN shall relate to the Ticketholder the following in advance of IWP preparation to ensure the Ticketholder understands the basics of the Ticket Program:
- 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.

- The purpose of the Ticket Program is to offer you the supports you need to increase both your ability to work and your earnings, and reduce your reliance on cash benefits.
- The EN's role is to do all it can, within reason, to help you work to reduce, and ultimately eliminate, your dependency on cash benefits.
- You may begin working while retaining all or a portion of your Social Security cash benefits, 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. In addition, you should work towards having monthly earnings at or above the SGA amount no later than the month following your first year of work.

NOTE: Part-time employment is acceptable as a starting point in a Ticketholder's progression towards self-sufficiency and financial independence through work. However, an EN shall avoid even the appearance of (1) advising or condoning the practice of artificially manipulating a Ticketholder's work and earnings to remain on cash benefits and/or (2) encouraging and promoting indefinite part-time employment. SSA will terminate agreements with ENs that purposefully engage in such practices.

- By agreeing to assign your Ticket and participate in the program, you are making a commitment to try to achieve these goals.
 - Social Security will not penalize you if you cannot become fully self-supporting.
 - The Ticket Program is not a good fit for every disability beneficiary, but if you are committed to trying to work, we are here to provide you the services and supports to help you to do so.
- B. The EN shall provide a full explanation of the services offered by the EN and the qualifications of the staff that will be performing the services so that the Ticketholder can make an informed choice regarding services required.
- C. The EN shall engage in a one-on-one discussion with the Ticketholder to support the development of individualized employment goals and supports in the preparation of the IWP. (See Part III--Sections 3.D and 4.A below)
- D. The EN shall develop and implement an IWP in partnership with the Ticketholder. The IWP must be in a written format and signed by either the Ticketholder (or the Ticketholder's representative) and the EN indicating mutual consent. Similarly, changes to the IWP must be in writing and supported by evidence of mutual consent.
- E. EN shall provide the Ticketholder with a copy of the IWP in an accessible format chosen by the Ticketholder. Either party may request changes to the IWP. However, the Ticketholder and the EN must mutually agree to the changes. The EN shall provide the Ticketholder in writing an amended version of the IWP.

- F. The EN shall not charge the Ticketholder for services provided to a Ticketholder under an IWP. (See Part III--Sections 4.B.1)
- G. The EN shall protect the Ticketholder's personal information, including the Ticketholder's SSN and information regarding the Ticketholder's disability, from unauthorized disclosure. In order to protect the Ticketholder's personal information, the EN shall maintain personal information files in secure locations and allow access only to authorized individuals.
- H. The EN shall explain the process for resolving any disputes between the EN and the Ticketholder including the availability of Protection and Advocacy for Beneficiaries of Social Security (PABSS) program services. (See Part III--Section 10, below)
- I. The EN shall explain to the Ticketholder that the Ticketholder is excused from a medical review by SSA while participating in the Ticket Program if the Ticketholder makes expected timely progress in accordance with the Timely Progress Review (TPR) guidelines relating to work, education, or technical training.
- J. The EN shall provide the Ticketholder with a copy of his or her EN file, upon request.
- K. The Ticketholder is responsible for reporting work and earnings to SSA, although with the Ticketholder's permission, the EN may contact the Ticketholder's employer on the Ticketholder's behalf to obtain evidence of work and earnings. (Employer ENs must submit paystubs or other evidence of work directly to SSA when submitting payment requests.)
- L. The EN shall explain to the Ticketholder that the Ticketholder may unassign his or her Ticket at any time if not satisfied with or no longer requires the EN's services. Similarly, the EN may unassign the Ticket at any time if no longer willing or able to provide services to the Ticketholder.

SECTION 4: INDIVIDUAL WORK PLANS (IWP)

NOTE: Individualized Plans for Employment (IPE) prepared by SVRAs, Individual Employment Plans (IEPs) prepared by American Job Centers (aka one-stop delivery systems) or equivalent plans prepared by organizations administering VR Services Projects for American Indians with Disabilities are acceptable in lieu of IWPs. IPEs, IEPs, and equivalent tribal plans must meet all requirements established by the U.S. Department of Education or U.S. Department of Labor, as appropriate.

The IWP is a written and signed agreement between the Ticketholder (or a representative of the Ticketholder) and the EN that is a prerequisite for a Ticket assignment.

- The IWP describes the specific employment services, VR services, and other support services provided by the EN to help the Ticketholder advance to and retain self-supporting employment, and reduce reliance on cash benefits.

- An EN shall develop the IWP in partnership with the Ticketholder in a manner that affords the Ticketholder the opportunity to exercise informed choice in selecting an employment goal and the services and supports needed to achieve that goal.
- Before working with a Ticketholder to develop an IWP, the EN shall confirm via the Ticket Portal that the Ticket is assignable. A Ticket is assignable if the following conditions are met.
 1. The individual must be between the ages of 18 and 64.
 2. The individual must be a Title II beneficiary or a Title XVI recipient currently receiving cash payments based on disability or blindness.
 3. The individual’s disability or blindness is based on adult disability evaluation criteria.
 4. The individual is not receiving benefits based on a continuation of disability benefits based on Section 301 of the Social Security Act.
 5. The individual is not receiving benefit continuation payments during an appeal of a medical cessation determination.
 6. The individual is not receiving payments based on an expedited reinstatement.
 7. The Title XVI recipient is not receiving payments based on a presumptive disability or presumptive blindness determination.
- Upon verifying assignability, the EN shall develop the IWP collaboratively with the Ticketholder, including documented **one-on-one career planning (in person or by phone)**.
- The EN must provide and document on the IWP both short-term supports to assist the Ticketholder with job acquisition and long-term supports to encourage job retention and the Ticketholder’s progress towards achieving and maintaining self-sufficiency through work.
- An EN may use form SSA-1370 (SSA’s Individual Work Plan template) to prepare its IWPs, although any format is permissible as long as the IWP includes all of the elements described in Part III—Section 4.A below.

NOTE: ENs are not permitted to prepare and submit for their clients IWPs that are not individualized, i.e., IWPs consisting of pre-printed, standardized goals, services and supports applicable to all EN clients. In addition, SSA will not recognize as IWPs any on-line documents completed by beneficiaries prior to one-on-one discussions with the EN.

A. IWP Requirements

At a minimum, the IWP must include the following components:

1. Documentation that the Ticketholder and the EN have engaged in a one-on-one individualized discussion involving career planning and development of employment goals and EN supports and services, including at a minimum:
 - Discussion date and modality (e.g., face-to-face, telephone);
 - Discussion summary;
 - EN’s assessment that the Ticketholder’s short and long-term goals are reasonable and attainable; and
 - How the EN’s services and supports will assist the Ticketholder to achieve his/her goals.
2. Description of the employment goal developed with the Ticketholder. The employment goal shall be **clear and measurable**, and consistent with the Ticket Program goal of helping the Ticketholder advance to and retain employment, and reduce dependence on cash benefits. (See Part III--introductory paragraph above)
3. Description of the services and supports provided by or through the EN to the Ticketholder to achieve the employment goal, advance to and retain employment, and reduce reliance on cash benefits. This component shall be broken out into two sections as described below:
 - a. Initial Job Acquisition Phase. This section describes the services provided by the EN to help the Ticketholder obtain a job that allows progress toward self-sufficiency; (i.e., retain employment at or above the TWL throughout the Phase 1 Milestone period).
 - At a minimum, services in this section shall include career planning and job preparation assistance.
 - In addition, this section shall include a goal for monthly earnings, which must be at or above the TWL.
 - At a minimum, the EN shall follow up with the Ticketholder monthly to verify Ticketholder progress. (Acceptable forms of contact for the purpose of follow up include the following mediums: phone calls, personalized email messages, personalized text messages, and personalized letters to individuals.)
 - In the event the Ticketholder cannot be located or requests no contact, the EN shall unassign the Ticket. In the event contact between an EN and a Ticketholder ceases, SSA may take action to unassign the Ticket as a program integrity measure (See Part III – Section 9.B and 9.D). The EN must document the conversation with the Ticketholder. The documentation should identify key issues that were discussed, and include enough information so that third party reviewers (such as the TPM and SSA) know what transpired, what was discussed and what steps the Ticketholder and EN are taking to reach the Ticketholder’s goals. The documentation should exist on a medium that will allow TPM or SSA to review the records at a TPM or SSA office. (The following communication mediums are not acceptable forms of individualized

attempts to contact Ticketholders for the purpose of this subsection: robo-calls, blast email messages, newsletters, and mass mailings.)

- b. Ongoing Employment Support Phase. This section shall describe the services the EN will provide to help the Ticketholder retain SGA-level employment.
 - Services in this section might include, but are not limited to, assistance to retain and/or advance in employment, and further job placements if required to ensure the Ticketholder has an opportunity to earn wages sufficient to provide economic self-sufficiency; i.e., employment at or above the SGA-level.
 - At a minimum, the EN shall follow up with the Ticketholder quarterly to determine if the Ticketholder requires any ongoing employment supports and maintain records of these contacts. (Acceptable forms of contact for the purpose of follow up include the following mediums: phone calls, personalized email messages, personalized text messages, and letters to individuals.)
 - The documentation should identify key issues that were discussed, and include enough information so that third party reviewers (such as the TPM and SSA) know what was discussed what transpired and what steps the Ticketholder and EN are taking to reach the Ticketholder’s goals. This documentation should exist on a medium that will allow TPM or SSA to review the records at a TPM or SSA office. In the event the Ticketholder cannot be located or requests no contact, the EN shall document the file accordingly, which shall meet the contact requirement subject to SSA review and approval. (The following communication mediums are not acceptable forms of individualized attempts to contact Ticketholders for the purpose of this subsection: robo-calls, blast email messages, newsletters, and mass mailings.)
 - c. The EN shall maintain records of the services provided, including Ticketholder contacts, per Part III—Sections 4.A.3.a and b above. SSA reserves the right to request and review these records at any time, as necessary, to validate payment requests (see Part III—Sections 5.D and 5.E) and ensure program integrity (see Part III—Sections 9.B and 9.D).
4. Description of the Ticketholder’s recent earnings history for a period of up to 18 months, but not less than 6 months, immediately pre-dating the Ticket assignment date **if the EN anticipates requesting Phase 1 milestone payments**. While 6 months is the minimum requirement for a Ticket assignment, the full 18 months will be used to determine an EN’s eligibility for Phase 1 milestone payments.

NOTE: SSA, through the TPM, will provide a worksheet for documenting earnings information to be used as an attachment to the IWP. A properly completed

worksheet will facilitate timely phase 1 milestone payments. (See Part III--Section 5.B.2.a, of this RFA)

5. Description of mandatory terms and conditions governing the execution and administration of the IWP.
 - a. The EN and the Ticketholder shall inform one another immediately of any changes in contact information.
 - b. The Ticketholder shall report all earnings to the EN and his/her local SSA field office.
 - c. The Ticketholder may grant the EN permission to contact employers on the Ticketholder's behalf to verify or obtain evidence of work and earnings.
 - d. The EN may not request or receive from the Ticketholder any compensation for the costs of services and supports included in the IWP. (See Part III--Section 4.B, below)

NOTE: Should a Ticketholder require training material in an alternative medium or format based on his/her disability, that material and/or access to that material must be provided free of charge.

- e. The EN shall use only qualified employees and/or providers that have been found suitable (as described in Part III-- Section 1.B.1.b above) to furnish services.
- f. The EN shall establish a process to resolve any disputes that arise under the IWP. The EN shall direct the Ticketholder to refer all unresolved disputes to the Ticket Program Call Center. The EN must provide the TPM and/or SSA any documentation requested by the TPM or SSA to resolve the dispute. The EN shall inform the Ticketholder of the availability of, and contact information for, protection and advocacy services under the PABSS program.
- g. The EN shall inform the Ticketholder of annual Timely Progress Reviews (TPR) performed by SSA to assess the Ticketholder's work progress, and explain to the Ticketholder the TPR guidelines.
- h. The EN shall keep private and confidential the Ticketholder's personal information, including his/her Social Security Number and information about the Ticketholder's disability, and shall maintain all private and confidential information in a secure area.
- i. The EN shall provide the Ticketholder with a copy of the completed IWP, as well as any changes to the IWP, in the Ticketholder's preferred format.
- j. Upon Request, the EN must provide TPM and/or SSA with a copy of the Ticketholder's IWP.

- k. Both the Ticketholder and the EN must agree to any change to the IWP. All changes to the IWP must be in writing and supported by evidence of mutual consent.
 - l. The EN shall provide the Ticketholder with copies of his or her EN file, upon request.
 - m. Either the Ticketholder or the EN may choose unilaterally to unassign the Ticket at any time, thereby terminating the IWP and the EN-Ticketholder relationship established by the IWP. The Ticketholder and/or the EN shall give notice to one another, in writing, as appropriate. In either case, the EN shall notify the TPM.
 - n. Upon approval of the IWP by both the Ticketholder and the EN, the Ticketholder acknowledges assignment of his/her Ticket to the EN and the EN acknowledges acceptance of that Ticket.
6. Description of any additional terms and conditions related to provision of the services and supports under Part III—Section 4.A.3 above.

B. Restrictions on Services Offered

1. Services offered outside the Ticket Program
 - a. The EN shall not charge a Ticketholder for employment support services provided under the Ticket Program; (i.e., services provided under the TPA and identified in the IWP.)
 - b. An EN may charge for services offered outside the Ticket Program; however, it shall ensure that beneficiaries fully understand that such services are not covered under the IWP. Should a Ticketholder wish to purchase such services, a statement to this effect must be signed by both the Ticketholder and the EN representative and attached to the IWP. SSA will not be responsible for resolving disputes between ENs and beneficiaries involving services provided outside the Ticket Program. When the EN charges for services outside of the IWP, the charge for such services may not be more than actual cost to the EN.

EXAMPLES:

- An educational institution may offer a wide range of services and/or courses and training programs, only some of which are available at no charge to beneficiaries under the institution's EN TPA.
- An institution providing training under its EN TPA may charge a Ticketholder for extracurricular material offered on an elective basis to supplement or enhance the mandatory course material provided free of charge as part of that training curriculum.

- An on-line university under its EN TPA may offer course material electronically to beneficiaries at no charge, while charging for such material in other formats.

NOTE: *ENs shall not charge beneficiaries from whom they have accepted Tickets for preparation of Plans for Achieving Self-Sufficiency (PASS) under any circumstance.*

2. Direct cash payments to beneficiaries

- a. ENs may make direct cash payments to beneficiaries in limited circumstances. Such payments are permissible if they are incidental (e.g. bus fare, clothing or incentive payments for providing employer pay stubs) and do not exceed \$60 per quarter for Title XVI recipients and concurrent beneficiaries, and \$150 for Title II beneficiaries. **For Title XVI recipients, the EN must ensure that such cash payments do not create an overpayment for SSI purposes.**
- b. Under no circumstances are direct cash payments permissible as a reward for securing or retaining employment or as a wage supplement.

C. **Business Model Annotation**

The EN shall annotate the IWP to show the EN's business model; i.e., administrative, traditional provider (most ENs) or employer EN (see Part III--Section 1.B.2.c. (3)) and the correct DUNS associated with that model.

D. **Submitting an IWP**

1. ENs assigning Tickets for the first time
 - a. A copy of the IWP shall be submitted directly to the TPM.
 - b. The TPM will review the IWP for completeness and conformance with Ticket Program requirements (see Part III—Section 4.A above). **Ticket assignments are contingent upon the TPM's receipt and approval of the IWP.**
 - c. ENs shall submit a minimum of 10 IWPs to the TPM for review prior to Ticket assignment. Following successful completion of the review period, ENs shall use the accelerated Ticket assignment process described under Part III—Section 4.D.2, below.
 - d. Once TPM finds the IWPs acceptable, the EN shall process the Ticket assignment through the Ticket Portal per Part III—Section 4.D.2, below.
2. All other ENs

- a. While an IWP is a prerequisite for a Ticket assignment, an EN shall not submit IWPs to the TPM following successful completion of the review period described above. Rather, the EN shall complete the Ticket assignment through SSA’s Ticket Portal.
- b. **The requirements for executing the IWP do not change.** However, in lieu of submitting the IWP to the TPM, the EN shall retain the IWP.
- c. To ensure IWP quality, SSA (and/or the TPM) will perform random reviews of IWPs and related documentation to assess the ENs’ contribution of services. ENs shall provide selected IWPs and supplemental documentation to SSA (and/or the TPM) upon request. ENs are subject to remedial action should their IWPs be found unacceptable or they cannot provide IWPs when requested. In addition, unacceptable, unsigned, or missing IWPs could have an adverse effect on EN payments.

SECTION 5: EN PAYMENTS

SSA will pay an EN when a Ticketholder achieves certain work-related milestones and outcomes after assigning the Ticket, provided the EN is assisting the beneficiary with the work goals outlines in the IWP.

A. Selection of Payment System

An EN can elect to be paid under one of two payment systems: either an outcome payment system or a milestone-outcome payment system, as described below. SSA will pay an EN in accordance with the payment system elected in its application (see Part V—Section 1.O). SSA will allow ENs to change their payment system elections for prospective beneficiaries, as follows:

1. An EN may choose to make **one** change in its elected payment system at any time during each calendar year.
2. Any change in the elected EN payment system will apply to Ticket assignments requested after the effective date of the EN’s change in election becomes effective. The EN’s earlier elected payment system will continue to apply to all Tickets assigned while that payment system was in effect.

NOTE: An EN shall not un-assign and subsequently direct the Ticketholder to reassign a Ticket to the same EN in order to circumvent this rule.

3. The EN shall direct requests to change its payment election to ENService@SSA.gov .
The change will become effective with the first day of the month following the month the OES receives the request.

B. Requirements for EN Payments

1. Requirements for the Outcome Payment System

- a. SSA will pay an EN:
 - Up to 36 monthly outcome-only payments for outcomes achieved by a Social Security Disability Insurance (SSDI) beneficiary or a Supplemental Security Income (SSI) Ticketholder receiving SSDI benefits concurrently, or
 - Up to 60 monthly outcome-only payments for a SSI Ticketholder, following assignment of the beneficiary's Tickets to the EN.
- b. SSA will pay an EN a monthly outcome-only payment for a Ticketholder who has assigned his/her Ticket to the EN, provided some monthly outcome-only payments remain on the Ticket, and the Ticketholder:
 - Has gross earnings from employment (or net earnings from self-employment) in that month that are more than the SGA threshold amount and
 - Federal cash disability or blindness benefits from SSA have been suspended or terminated for that month because of work or earnings.
- c. An EN may submit a request for payment for outcome payment months at any time following the close of a payment month(s).
 - The request shall include proof of the Ticketholder's work or earnings.
 - In the absence of proof of work and earnings, SSA still may make the payment if SSA's records show sufficient earnings.
 - An EN cannot receive an outcome payment for any month for which a Social Security disability benefit or a Federal SSI cash disability or blindness payment is payable to the Ticketholder.

2. Requirements for the Milestone-Outcome Payment System

Milestone payments under the milestone-outcome payment system are available in two payment phases (i.e., Phase 1 and Phase 2), in addition to subsequent outcome payments.

a. Phase 1 Milestones

SSA will pay an EN for up to 4 milestones achieved by a Ticketholder after he/she has assigned his/her Ticket to the EN

(1) Eligibility for Phase 1 milestone payments

- All Phase 1 milestones require that the Ticketholder work at or above the TWL earnings amount.
- The work must be associated with gainful work activity as defined in 20 CFR 404.1572. Consequently, paid vocational training with no record of continued gainful work activity will not meet the criteria for payment.

- No Phase 1 milestone payments will be available to an EN if the Ticketholder previously had an open case with an SVRA and was working at the time the SVRA closed the case as a successful closure. **However**, if the successful closure was more than 18 months prior to Ticket assignment date, Phase 1 milestones will be available.
- If the Ticketholder previously had an open case with an SVRA and the SVRA closed the case as unsuccessful, yet SSA made a cost reimbursement to the SVRA prior to the EN requesting a Phase 1 payment, no phase 1 milestone payments will be available to the EN.
- No Phase 1 milestone payments will be available to an EN if the Ticketholder achieved the level of work associated with that milestone within the most recent 18-month period prior to the Ticket assignment, as explained below.

3. Requirements for Phase 1 Milestone Payments

- Phase 1 milestone 1 is payable when a Ticketholder begins a job and has gross earnings at or above the TWL (see <https://www.ssa.gov/OACT/COLA/>) for one calendar month. An EN may request a Phase 1 milestone 1 payment when a Ticketholder 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 Ticketholder is expected to achieve a full month of TWL earnings within the subsequent 2 months. When earnings reported in support of the Phase 1 milestone 1 payment request do not represent TWL earnings, SSA will require that the EN submit an explanation along with the payment request. Phase 1 milestone 1 **will not be available** if the Ticketholder has worked above the TWL in the calendar month prior to the Ticketholder'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 Ticketholder earning 2 weeks of TWL earnings in a calendar month. SSA's earnings records reflect only monthly earnings, not weekly earnings. Consequently, 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 Ticketholder has earnings of at least 50% of the TWL earnings amount in the first month for which the EN requests payment. However, the Ticketholder'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 Ticketholder 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. However, to simplify the payment process and avoid an improper payment to the EN for Phase 1 milestone 1, it is recommended that an EN wait until the Ticketholder earns a full month of TWL earnings before submitting a payment request.

- Phase 1 milestone 2 is payable after the Ticketholder works and has gross earnings at or above the TWL earnings amount for 3 out of 6 months. Phase 1 milestone 2 **will not be available** if the Ticketholder has worked above the TWL in 3 out of 6 months prior to the Ticketholder’s first assignment of his/her Ticket.
- Phase 1 milestone 3 is payable after the Ticketholder works and has gross earnings at or above the TWL earnings amount for 6 out of 12 months. Phase 1 milestone 3 **will not be available** if the Ticketholder has worked above the TWL in 6 out of 12 months prior to the Ticketholder’s first assignment of his/her Ticket.
- Phase 1 milestone 4 is payable after the Ticketholder works and has gross earnings at or above the TWL earnings amount for 9 out of 18 months. Phase 1 milestone 4 **will not be available** if the Ticketholder has worked above the TWL in 9 out of 18 months prior to the Ticketholder’s first assignment of his/her Ticket.

b. Phase 2 Milestone Payments

SSA will pay an EN for up to 11 milestones for a Ticketholder receiving SSDI (Title II) or SSDI/SSI concurrent benefits, or up to 18 milestones for a Ticketholder receiving SSI disability benefits (Title XVI), following the Ticketholder’s Ticket assignment to the EN. Phase 2 milestone payments are payable for months in which the Ticketholder has work and gross earnings that exceed the SGA earnings level and the Ticketholder is in current pay status (i.e., still receiving a monthly check). The SGA threshold amount is recomputed each year and can be found at <https://www.ssa.gov/OACT/COLA/sga.html>.

c. Outcome Payments following Milestone Payments

SSA will pay an 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. However, the payment amount is lower than the amount the EN would have received under the outcome only payment system.

d. Reconciliation Payments

Reconciliation payments are available to an EN who elects to serve beneficiaries under the milestone-outcome payment system if a Ticketholder’s outcome payment period begins prior to payment to an EN for all remaining, unpaid Phase 1 and Phase 2 milestones. The reconciliation payment equals the total dollar amount of milestone payments available when the Ticket was assigned but not paid before the outcome period began. The reconciliation payment is based on the calendar year in which the first month of the Ticketholder’s outcome period occurs (see Part III--Section 5.C, below). It is payable after the EN has qualified for 12 outcome payments.

C. EN Payment Calculations

1. EN payment amounts under either payment system are based on milestones and/or outcomes achieved, not the specific costs of services provided.

2. SSA calculates payment amounts based on a percentage of the payment calculation bases (PCB), which is the prior year's national average disability benefit payable under either of SSA's two disability programs, Title II and Title XVI.
3. SSA calculates two PCBs each year, one for SSI and one for SSDI. The PCBs can be found at: <https://www.ssa.gov/OACT/COLA/pcb.html>.
4. SSA uses the SSI PCB to compute the payment due an EN serving a Title XVI recipient, while using the SSDI PCB to compute the payment due an EN serving a Title II or Title II/Title XVI concurrent beneficiary.
5. SSA will pay under the program on which the EN received its initial payment, even if the Ticketholder changes programs.

D. Conditions for Receipt of Payments

SSA expects ENs to provide initial and ongoing services and supports based on the IWP. After initial services, SSA requires the EN to contact the Ticketholder at least quarterly to assess whether the Ticketholder needs more services or supports. SSA may contact an EN at any time to review the EN's records certifying the services provided, including documented attempts to contact Ticketholders to offer those services.

1. An EN shall be eligible for payment only for work milestones and outcomes achieved by Ticketholders beginning the month following the month the Ticket is assigned to the EN. An EN shall request a payment no later than 24 months following the month the Ticketholder's work and earnings meet the criteria for SSA to make the payment. SSA will not accept payment requests for periods outside this 24-month window.
2. Under certain circumstances SSA may continue to pay an EN when a Ticketholder achieves the designated work-related milestones and outcomes after the Ticketholder unassigns the Ticket, or following expiration/termination of the EN's TPA.
 - a. Ticket unassignment
 - (1) EN unassigns the Ticket
 - While an EN may unassign a Ticket at any time, doing so means that the EN is no longer providing services or ongoing employment support to the Ticketholder. Ongoing support (or the availability of ongoing support) is a requirement for continued payment.
 - SSA will cease Ticket payments to the EN effective the month prior to the month of the unassignment.

- The EN will not be eligible for future payments (including split payments under Part III—Section 5.D.3 below) for subsequent work and earnings achieved by the Ticketholder beginning with the month of the Ticket unassignment.

(2) Ticketholder unassigns the Ticket

- While a Ticketholder may unassign a Ticket at any time, the ENs of record at the time of unassignment still may benefit from its contribution to the Ticketholder’s work achievements.
- SSA may continue to pay the EN the full payment due for any claim months for which the Ticketholder’s earnings qualify the EN:
 - For a period not to exceed 12 claim months in a 18 month period beginning with the unassignment month and
 - Subject to SSA’s evaluation of the ENs service contribution,
 - Unless the Ticketholder reassigns the Ticket prior to completion of the 12-claim-month period.
- Should the Ticketholder reassign the Ticket to another EN during the 12-claim-month period within the 18 months after unassignment, the former EN(s) may request split payments (see Part III—Section 5.D.3) for the remaining months of the 12-claim-month period beginning with the month the Ticketholder reassigns the Ticket.
- In either event, all payment requests shall be accompanied by evidence of work and earnings per Part III—Section 5.E.1.a below unless the Ticket Portal indicates and SSA payment processing confirms that SSA has evidence of work and earnings on record.

b. SSA unassignment

(1) SSA’s system may erroneously unassign a Ticket. Erroneous unassignments should not affect the EN’s payments. SSA will make the EN “whole” in such instances.

(2) SSA may unassign a Ticket for:

- Administrative reasons (e.g., if SSA retroactively learns that a beneficiary was not Ticket-eligible or the beneficiary has a new period of eligibility or expedited reinstatement resulting in new Ticket eligibility) or
- For cause (e.g., the EN failed to satisfy IWP requirements related to the Ticket assignment process or to services and supports provided following the Ticket assignment).

In such cases, SSA will cease paying the EN beginning with the month of SSA’s unassignment action and may seek recovery of any erroneous payments per Part III—Section 5.F below.

c. TPA expiration/termination

(1) TPA expiration or termination for convenience

- EN shall be eligible for payment for work milestones and outcomes achieved by Ticket-holders for the last full month prior to the month of expiration or termination.
- SSA will not pay the EN for the milestone or outcome if the action ending the TPA occurs prior to the Ticketholder's achievement of a milestone or outcome, even if subsequent work performed by the Ticketholder would have qualified the EN for a payment had the TPA not otherwise expired or terminated.
- A former EN shall have 90 days following the expiration or termination of its TPA for convenience to submit requests for payment. Such requests shall be accompanied by primary evidence of the Ticketholder’s work and earnings.

(2) SSA terminates TPA for cause

- EN may be eligible for payments for work milestones and outcomes achieved by Ticketholders depending upon the reason for the termination action.
- SSA will consider such payment requests:
 - Through the last full month prior to the month EN payments were suspended or the TPA was terminated, whichever is earliest,
 - Accompanied by evidence of work and earnings per Part III—Section 5.E.1.a below, and
 - Submitted no later than 30 days following the date of the agency’s final TPA termination decision.

NOTE: The Ticket Portal is not available to terminated ENs. Therefore, all payment requests following termination must be submitted via fax to the TPM.

- (3) An EN shall be responsible repayment of any outstanding overpayments following termination of their TPA (see Part III – Section 5.F.4).

3. Split Payments

If multiple ENs serve the same Ticketholder due to change in Ticket assignment (or an SVRA functioning as an EN and another EN serving the same Ticketholder), upon request, an EN that previously had the Ticket assignment may be entitled to a portion of any future Ticket payments available to the EN based on Ticket assignment and unassignment rules. This is called a split payment.

- In some instances, the involved ENs will have a written agreement (or come to an agreement) that spells out how the EN payments will be split. If no such agreement exists, the TPM will make a split payment determination based on the services provided by each EN and how those services contributed to the Ticketholder's achievement of the specific milestone and/or outcomes for which the ENs requested payments.
- To be considered for a split payment, the former EN must have requested and/or received at least one payment during the 12-month period prior to the assignment of the Ticket to the new EN.
- The TPM will base its decision on information provided by the EN through submission of a completed form SSA-1401 (EN Split Payment Request Form). This form is available from the TPM and may be used to document a written agreement previously prepared by the involved ENs.
- ENs not satisfied with the TPM's split payment determination may appeal the decision to SSA.
- ENs who unassigned a ticket are not eligible for the split payments for that ticket.

E. **Submitting Payment Requests**

1. The EN shall send requests for either milestone or outcome payments, along with evidence of the Ticketholder's work or earnings or other information as required, via the Ticket Portal. In the event the EN is unable to access the Ticket Portal, the EN shall submit payment requests to the TPM on an EN Payment Request Form available from the TPM. Access to the Ticket Portal is not available to terminated ENs.
 - a. The EN shall provide evidence of the Ticketholder's work or earnings. Such evidence may include evidence provided by the Ticketholder (i.e., an original, unaltered copy of the Ticketholder's pay slip) or a monthly breakdown of earnings provided by the Ticketholder's employer (i.e., a statement of monthly earnings from the employer or the employer's designated payroll official). (See Part III--Section 3.K related to obtaining Ticketholder permission to contact employers for evidence of work and earnings.)
 - b. If SSA has earnings information for a Ticketholder that justifies payment(s) to an EN, **at its discretion**, SSA may initiate the payment(s) in the absence of a payment request provided the EN has met the other requirements for payment.
 - c. ENs must submit pay stubs or a Proof of Relationship (PoR) form when submitting Phase 1 Milestones 1-3.
 - d. ENs shall use the Ticket Portal for submitting evidentiary payment requests only. In such instances:
 - The EN shall enter the type and month of the request.

- If earnings information exists in SSA systems, the EN does not need to submit evidence.
 - If earnings information does not exist in SSA systems, the EN shall submit primary evidence of earnings via the Portal FAX using the required FAX cover sheet generated in the Ticket Portal.
- d. Employer ENs and Employer EN agents must submit primary evidence of earnings (i.e., paystubs with FICA withholdings, employer prepared statements or the Work Number) for all payments, no exceptions.
2. The TPM will receive and review the EN's request for payment, services provided and evidence of the Ticketholder's work or earnings.
- a. If the TPM receives insufficient information to make a payment, the TPM will inform the EN and afford the EN an opportunity to take corrective action.
 - b. If the TPM receives sufficient information to make a payment, the TPM will make the payment.
 - c. The TPM forwards payment requests requiring special handling to SSA for review and payment.
3. All EN payments are made via electronic transfer to the EN's designated financial institution as identified in the EN's System for Award Management (SAM) record at www.SAM.gov. (See Part V--Section 1.D.2 of this RFA) The EN is responsible for making any changes to its designated financial institution by updating its SAM record.
4. An EN may track the status of payments requested through the Ticket Portal. The Ticket Portal will show a real time status of the requests from the date received by SSA through payment disbursement to the EN.

F. EN Overpayment Policies and Procedures

EN overpayments can result from a variety of causes, including adjudicative errors and systems problems and/or limitations.

1. When SSA becomes aware of an EN overpayment, SSA will send the EN a notice explaining the circumstances and the amount of money owed SSA.
2. The EN will have 10 days from the date on the notice to dispute the determination and submit additional evidence.

NOTE: If an appeal by a beneficiary regarding entitlement or eligibility for disability benefits results in a revised determination, the revised determination could affect an EN's entitlement to payment for the period(s) covered by the determination. If

such a determination results in an improper payment to the EN, SSA will not seek to recover the amount of the overpayment.

3. If the EN does not respond to an EN overpayment notice in a timely fashion, and the EN currently is receiving payments from, SSA will initiate recovery of the EN overpayment amount from future payments on any Ticket assigned to the EN. Failure to resolve overpayments or repeated payment suspensions may result in further recovery action and/or termination of the EN's TPA.
4. SSA will seek recovery of any overpayments outstanding following termination of a TPA. (See Part III – Section 5.D.2.c).

SECTION 6: REFERRAL AGREEMENTS BETWEEN ENs AND SVRAs

A. EN Referrals to SVRA

1. An EN may refer a Ticketholder whose Ticket is assigned to that EN to an SVRA for services if, prior to the referral, the SVRA and the EN have a signed agreement in place that describes the conditions under which the SVRA will provide services to the Ticketholder under the Ticket Program.
2. Normally, the agreement should be worded broadly so that it applies to all Ticketholders the EN may refer to the SVRA. However, an EN and an SVRA may wish to enter into specific agreements to meet the needs of individual Ticketholders.
3. The EN shall submit, within 2 weeks of signing, a copy of this agreement to the TPM.
4. If an EN refers a Ticketholder to an SVRA without an agreement with the SVRA, the EN shall arrange for the Ticketholder to make the Ticket available to the SVRA temporarily by unassigning the Ticket. If an EN disregards this protocol, SSA may withhold Phase 1 payments to the EN or implement improper payment procedures if payment was already made. (See Part III Section 5.F.)
5. Failure to comply with these provisions may result in sanctions against the EN, including possible un-assignment of the Ticket should the SVRA accept the Ticketholder for services.

B. Partnership Plus

Partnership Plus is an arrangement whereby the SVRA refers closed cases to an EN for ongoing Ticketholder support services, or SSA or the TPM facilitates ongoing support with an EN within 90 days of the SVRA closing the case. Such arrangements do not require a written agreement.

NOTE: While a Ticketholder may unassign a Ticket from an EN at any time, when the Ticketholder's Ticket is in use with a SVRA, SSA encourages the Ticketholder to

follow SVRA regulations regarding a successful closure. This means that if the Ticketholder gains employment while the Ticket is in use with the SVRA, consistent with SVRA regulations, the Ticketholder should work towards successful closure; (i.e., the Ticketholder should keep the Ticket in use with the SVRA until the Ticket holder has been employed for 3 months). In partnership with SSA and in the best interest of the Ticketholder, the EN shall encourage any Ticketholder whose Ticket is in use with SVRA, to follow SVRA rules and not unassign the Ticket from the SVRA until the Ticketholder has been in the job for 3 months. In these instances, should the Ticketholder choose to unassign the Ticket from a SVRA and assign it to an EN before completing 3 months of work, SSA will treat the SVRA closure as successful and not pay the EN phase 1 milestones.

C. Resolving Agreement Disputes between the EN and SVRA

ENs and SVRAs shall take the following steps to resolve disputes between the parties:

1. The EN and the SVRA shall use the procedures for resolving disputes spelled out in the agreement or under contracts or interagency agreements contained in State law or State administrative procedures.
2. If procedures for resolving disputes are not spelled out in the agreement, State law or State administrative procedures, the EN or the SVRA may request that the TPM recommend a resolution to the dispute. The request must be in writing and include:
 - A copy of the agreement
 - Information on the issue(s) in dispute, and
 - A description of both the EN's and SVRA's position regarding the dispute.
3. The TPM shall recommend a resolution to the dispute within 14 calendar days after receiving it.
4. If either the EN or the SVRA does not agree with the TPM's recommendation, the EN or the SVRA has 14 calendar days after receiving the TPM's recommendation to request a decision by SSA on the disputed matter. The request to SSA must:
 - Be submitted in writing and clearly set forth the issue(s) at hand
 - Include the facts and any relevant evidence, and
 - Contain the details of the TPM's attempted resolution.

SECTION 7: EN TRAINING

- A. The EN shall complete a start-up training program necessary for performing the duties and responsibilities required under the TPA and the Ticket Program. SSA, through the TPM, will provide the EN this requisite training.

- The training will be available on the TPM’s website, a learning management system, or through monthly interactive telephone training modules.
- The EN shall **complete** the training within 60 days following award of the EN agreement. ENs unable to complete the requirement within 60 days shall notify the TPM 2 weeks in advance of the completion of the 60-day period and provide an explanation for the delay.
- The TPM will certify that the EN has completed the training and notify SSA accordingly.
- **An EN shall not initiate services to Ticketholders prior to successful completion of start-up training and satisfying suitability requirements.**
- SSA, through the TPM, will make ongoing training available to ENs, providing both refresher training and training on revisions to Ticket Program policies and requirements.
- ENs may be required to attend additional or remedial training, at the direction of SSA.

B. At a minimum, EN training shall cover the following:

- Overview of the Ticket Program, including roles of the WIPA and PABSS projects
- EN's program responsibilities and performance expectations under the TPA
- Ticket Program operations and processes, including Ticket Portal training.

NOTE: SSA will not permit EN employees to access the Ticket Portal without first obtaining suitability clearance (see Part IV—Section 5.H.2 and Section 11.E.) and then successfully completing the required training.

- Protocols for TPA administration, including the roles of SSA and the TPM
- Requesting Ticket assignments and guidelines for developing an IWP
- Ticketholder rights and responsibilities
- Partnership Plus
- Selecting payment options and requesting EN payments
- Employee suitability, system security and protection of PII
- Timely progress reviews
- EN best practices
- Documentation and reporting requirements
- Basics of work incentives
- Rules under section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 701) covering employers who are federal contractors or subcontractors.

C. The TPM will give the EN advance notice of all training date(s), locations, method(s) and formats via email

D. The TPM will provide such training materials as necessary to satisfy the requirements of this task at no expense to the ENs.

- E. EN start-up training is mandatory for the EN contact(s) that are responsible on the TPA for Ticketholders, Payments, TPA inquiries, Suitability, and EN staff accessing the Ticket Portal. If new employees with these responsibilities start after TPA award, those employees must also have mandatory training.
- F. Remedial training will be provided as appropriate.

NOTE: *ENs with a complete turnover in key staff will be taken off the EN Directory until suitability is obtained and mandatory training is completed.*

Failure to comply with the training requirement may result in sanctions and/or TPA termination.

SECTION 8: EN DATA COLLECTION AND REPORTING REQUIREMENTS

Each EN shall collect, maintain, and report information to support the program requirements of this RFA as identified in the Statute (P.L. 106-170, as well as in the Ticket to Work and Self-Sufficiency Program regulations (20CFR Part 411).

A. General Reporting Requirements

1. The EN shall report to ENService@SSA.gov changes in personnel working under the EN TPA (new hires and terminations) within 24 hours of the change event.
2. The EN shall report the following to ENService@SSA.gov within 3 business days of the event:
 - Changes relating to the administration of the TPA, including corporate status; qualifications; signatory authority; key personnel; location; contact information; insurance; suitability; and subsidiaries, subcontractors, and provider partners;
 - Amendments to a Ticketholder's IWP;
 - Copies of any agreements the EN has reached with SVRAs regarding the conditions under which the SVRA will provide services to beneficiaries who are referred by the EN under the Ticket Program; and
 - Instances in which the Ticketholder/EN relationship has ended, either through the Ticketholder's un-assignment of the Ticket or the EN's decision that it is no longer willing or able to provide services to the Ticketholder.
3. Requesting TPA Changes
 - Only the EN signatory authority (or his/her program contact) shall request changes to the TPA.

- Requests for TPA changes, including changes to the information provided in Part V (EN Application Documentation Requirements) of this RFA, shall be made in writing to the designated EN specialist in OES.
- OES will make changes that do not require a higher level of approval. However, the Contracts and Grants (CAG) Branch Chief is the only official authorized to make changes to the terms and conditions of the TPA. In such cases, the CAG Branch Chief will confirm the change is necessary, and authorize a TPA modification as appropriate.

B. Annual Performance and Outcome Report (APOR)

NOTE: ENs with multiple business models shall complete a separate APOR for each.

1. The EN shall provide an APOR to the TPM on an annual basis, in a format prescribed by SSA. The APOR shall provide information on outcomes achieved by the EN with respect to services offered by the EN to beneficiaries, as well as information relating to TPA administration.
2. SSA may incorporate data provided in the APOR, along with Ticketholder satisfaction data, into an EN Profile, as explained in Part III--Section 9.C below.
3. If SSA has not prepared an EN Profile for an EN, the EN shall provide a copy of its most recent APOR to prospective clients.

C. EN Financial Reports

1. Upon request, the EN shall provide financial information to SSA with respect to the actual costs incurred by the EN in providing employment services, VR services or other support services to Ticket Program beneficiaries, in a format acceptable to SSA.
2. Upon request, the EN shall provide other fiscal documentation that may be required because of regulation, statute, or oversight by SSA, in a format acceptable to SSA.

D. Property Rights

All Ticket Program-related data provided to the EN by SSA or obtained by the EN through performance of the requirements of this TPA are the property of SSA.

E. Sending PII to the TPM or SSA

SSA does not consider the EN's corporate, organizational or personal email system secure for PII transmission (See Part IV, Section 8 for more information about PII) Therefore, the EN shall put policies and procedures in place to ensure that its employees email PII using only the following procedures:

1. ENs must use the Work Case (WC) number generated by the Ticket Portal to send inquiries via email to the Payments Help Desk.
2. In the event an EN is unable to use a WC number (e.g., responding to a service and supports review), ENs must use the following options to submit PII to TPM:
 - Fax
 - Mail
 - Call the Payments Help Desk
3. ENs submitting information that is required for pending payment must use the Ticket Portal to create an additional fax cover sheet in order to ensure that the documentation is attached to your payment request.
4. When faxing or mailing PII to TPM, the EN must:
 - Always use a cover sheet.
 - Include your EN name and DUNS number on the cover sheet.
 - Include the subject and department of your fax or mail; for example – “Program Integrity – Services and Supports Review”.
 - Put subject information in an organized/logical order; for example, group together all documents pertaining to one SSN.
 - If faxing, always print confirmation sheet of successful fax to allow for research of faxing issues.

NOTE: SSA and TPM will not accept PII via email, even if it is password protected. Submitting PII to SSA or TPM via corporate, organizational, or personal email will be considered a PII violation. SSA will take punitive action toward any EN violating this protocol, including possible termination.

SECTION 9: EVALUATING EN PERFORMANCE

SSA will monitor EN performance as part of an ongoing quality assurance program to determine and ensure active program participation, adequacy and effectiveness of the services provided to Ticketholders, and compliance with the requirements of the TPA.

- A. Minimum Performance Requirements
At a minimum, all ENs are required to:
 1. Take at least one Ticket assignment within the first calendar year of the TPA award and maintain at least three **active** Ticket assignments during each calendar year thereafter.
 2. Receive at least one Ticket payment during the second calendar year following TPA award and three payments during each calendar year thereafter.

ENs that fail to comply with these minimum standards are subject to sanctions and/or TPA termination.

B. SSA will evaluate each EN's performance yearly based on the following criteria:

- Compliance with the minimum performance requirements stated in Part III—Section 9.A, above.
- Provision of the services identified in the IWP.
- Employment results for Ticketholders including job placement and retention rates, achievement of timely progress benchmarks, and achievement of financial independence (exit the rolls with earnings at or above SGA).
- Provision of ongoing employment supports as required.
- Compliance with terms and conditions of the TPA.
- Ticketholder's overall satisfaction with the EN's services.
- Adherence to and cooperativeness regarding requests of SSA and/or TPM.

ENs that significantly underperform in the requirements listed above will be subject to sanctions and possible termination.

C. SSA will make available to each EN and the public an annual **EN profile**. The EN profile will be developed using performance and outcome data taken from the following:

- SSA Ticket assignment and payment records
- APOR as described in Part III--Section 10.B below, and
- Ticketholder satisfaction ratings.

Each EN's profile shall be posted in the EN Directory on the Choosework webpage. In addition, the EN shall provide a copy of its most recent EN profile to prospective clients.

D. SSA shall conduct EN quality analysis performance reviews.

1. Performance reviews may be random or result from specific issues identified by SSA through its ongoing Ticket Program oversight.
2. Performance reviews may include assess:
 - Ticket assignment history in terms of job attainment and retention services provided Ticketholders throughout the entire payment life cycle
 - Payments history and payment request patterns
 - Business practices and methods
 - A review of the EN's financial performance
 - IWP, case notes, and services reviews
 - Ticketholder contact
 - Compliance with administrative requirements, including suitability

- Security of EN’s work space, regardless of whether EN sees Ticketholders in person
 - Cooperativeness of EN representatives.
3. SSA may alert the EN prior to the review. If SSA alerts the EN, we will provide instructions regarding review protocols and documentation requirements.
 4. EN participation in the review process is mandatory.
 - a. Failure to comply fully with performance review instructions and requirements may result in suspension or termination of the TPA.
 - b. SSA reserves the right to suspend Ticket assignments and/or payments at any point during this review period should the Agency uncover a significant violation of the TPA.
 - c. The EN shall cease all activity in SSA’s secure, web-based Ticket Portal upon notice of suspension or termination.
 5. Performance Review Findings and Remedial Action:
 - a. SSA will share the review findings with the EN upon completion of the review and will give the EN an opportunity to respond.
 - b. SSA will prepare a cure notification, as appropriate, to address any negative findings identified during the course of the review and will work with the EN to correct them.
 - c. An EN’s failure to address or overcome negative findings may result in:
 - Unassignment of Tickets, suspension of payments, and recovery of improper payments for payments previously made, and/or
 - Sanctions against the EN, including probation, suspension or termination of the TPA.
 6. ENs shall not record, via video or audio means, SSA or the TPM during the completion of these reviews or any other conversations with SSA or TPM.
- E. An EN’s failure to comply with the reporting requirements described above will result in remedial action, including sanctions and possible termination of the TPA.

SECTION 10: DISPUTE RESOLUTION

A. Resolving Disputes between Beneficiaries and ENs

1. An EN shall have dispute resolution procedures in place that a Ticketholder can use to seek resolution of any program-related disputes with the EN once an IWP is signed. This

dispute resolution procedure must assure that the Ticketholder receives a full, fair, and timely review of the disputed matter.

2. An EN shall inform the Ticketholder of the dispute resolution procedures upon occurrence of any of the following events:
 - The EN and the Ticketholder complete and sign the IWP
 - The IWP is changed
 - A dispute arises related to the services identified in the Ticketholder's IWP or related to the Ticketholder's participation in the Ticket Program
3. An EN shall inform the Ticketholder that if the parties cannot reach an acceptable resolution of the dispute, the EN shall refer the dispute to the TPM.
 - a. The EN shall submit to the TPM all relevant information and evidence pertaining to the dispute within 5 business days following notification of the impasse, including a:
 - Description of the disputed issue(s)
 - Summary of the Ticketholder's position prepared by the Ticketholder or arepresentative of the Ticketholder related to each disputed issue
 - Description of any solution proposed by the Ticketholder when the Ticketholder seeks a resolution through the EN's dispute resolution procedures
 - Summary of the EN's position related to each disputed issue, and
 - Description of any solution proposed by the EN when the Ticketholder seeks resolution through the EN's dispute resolution procedures.
 - b. The TPM shall provide the EN a written recommendation to resolve the dispute.
4. In the event a Ticketholder bypasses the EN's dispute resolution process and takes his/her dispute directly to the TPM, the TPM may transfer the dispute to the EN or attempt to resolve it.
 - a. In the latter case, the TPM will request from the EN the information identified in Part III—Section 10.A.3.a above. The EN shall provide the requested information within 7 calendar days following receipt of the TPM's request.
 - b. The TPM shall refer to SSA for resolution those disputes that the TPM cannot resolve. SSA will make the final administrative decision.
5. Either the Ticketholder or the EN may terminate the Ticket assignment if unwilling to accept the decision throughout any stage of the dispute resolution process.

B. Resolving Disputes between ENs and the TPM

1. The EN shall refer to the TPM, through the TPM's established dispute resolution procedures, any disputes between the EN and the TPM that do not involve an EN's payment request. If the parties cannot agree on a solution, the EN shall refer the dispute to SSA for a decision. The EN and the TPM shall provide OES with a copy of all relevant documentation, including:
 - A description of the disputed issue(s)
 - A summary of the EN's and TPM's position, and
 - A description of any solution proposed by either the EN or TPM with supporting justification, as well as the reasons each party rejected each proposed solution.
2. The EN shall maintain records of all disputes referred to SSA and shall assist SSA as needed to investigate and resolve each issue.
3. SSA will make the final decision regarding disputes between the EN and the TPM.
4. Decisions regarding Ticket eligibility

In some cases, an EN may accept a Ticket assignment and provide services to an individual only to find out later that the individual was never or is no longer Ticket-eligible. In such cases:

- An EN cannot appeal SSA's decisions that affect a beneficiary's entitlement to or eligibility for benefits. Only the beneficiary or his or her representative can appeal these decisions.
- If an appeal by a beneficiary regarding entitlement or eligibility for disability benefits results in a revised determination, the revised determination could affect an EN's entitlement to payment for the period(s) covered by the decision. If such a decision results in an improper payment to the EN, SSA will not seek to recover the amount the EN was improperly paid.
- While an EN cannot appeal SSA's decision regarding a beneficiary's entitlement to or eligibility for benefits, an EN may furnish evidence that may support a change in SSA's decision on the beneficiary's appeal.

C. Resolving Disputes between ENs and SSA

1. A dispute between an EN and SSA may result from any decision made or action taken by SSA regarding any aspect of the TPA, including TPA terminations, that an EN believes is in violation of the terms and conditions of the TPA between that EN and SSA.
2. An EN shall submit a dispute in writing, along with any documentation to support its position, to the Director of the OES. This is the only level of appeal available under the TPA.

- a. The EN shall submit to the Director all relevant information and evidence pertaining to the dispute within 5 business days following the date of the disputed decision or action to **ENService@ssa.gov**. The dispute shall include:
 - A description of the disputed issue(s)
 - Relevant documentation
 - An explanation of the EN’s position and/or points of error on the part of the Government, and
 - A proposed solution.
- b. The Director of OES will provide the EN a final written decision via Email.

SECTION 11: PRIVACY, SECURITY, AND SUITABILITY

The EN shall protect the privacy and confidentiality of the information it receives from SSA’s beneficiary records, directly from SSA, or the TPM, and from the Ticketholder, in accordance with the following clauses and Part III—Sections 11.A through K below:

- Federal Information Security Management Act (FISMA) and Agency Privacy Management (See Part IV—Section 6)
 - Protection of Confidential Information (See Part IV—Section 7)
 - Protecting and Reporting the Loss of Personally Identifiable Information (PII): Responsibilities Concerning Individual Employees. (See Part IV--Section 8)
- A. Use and access Ticketholder information only for the purposes of SSA’s Ticket Program.
 - B. Do not duplicate or disseminate Ticketholder information outside the EN’s organization.
 - C. Provide physical safeguards for protecting the security of Ticketholder PII in accordance with the applicable standards for security controls established in the FISMA. (See Part IV—Section 7).
 - D. Store Ticketholder PII in a physically secure area, and assure that it cannot be accessed and retrieved by unauthorized personnel by means of computer, remote terminal or other electronic means (see Part IV – Section 8 regarding working from private residences).
 - E. **Access to Ticketholder PII and the Ticket Portal shall be limited to authorized employees and officials who have received a favorable suitability determination from SSA and who need the information to perform their official duties in connection with SSA’s Ticket Program.** EN officials shall ensure that all EN employees who require access to Ticketholder PII (including employees of subcontractors and provider affiliates under the EN’s business model) have met the security and suitability requirements addressed under Part IV--Section 5, prior to receiving access. Advise them of the:
 - Confidential nature of the information
 - Safeguards required to protect the information, and

- Applicability of the Privacy Act to Government contractors, including the criminal and civil sanctions for noncompliance.

Under no circumstances shall an EN provide an employee access to PII (See Part III, Section 12.A.6 below) until a favorable suitability determination has been rendered; this includes employees whose suitability determination is pending approval.

ENs not in compliance with this subsection are prohibited from initiating or continuing services to Ticketholders under this TPA.

- F. Ensure that all EN employees have complied with SSA's security awareness and FISMA training requirements addressed under Part IV--Section 6.B.
- G. Allow SSA and other Federal oversight agencies, and/or contractor representatives of these agencies, to make on-site inspections or other arrangements for reviewing/auditing the EN's compliance with the terms of this RFA as found in this section and Part IV--Section 7.K of this RFA, to ensure the maintenance of adequate safeguards.
- H. Designate a suitability contact person/security officer to serve as a liaison with SSA on matters relating to systems security, privacy, and employee suitability.
- I. ENs are prohibited from recording in-person or telephone conversations with SSA or TPM employees.
- J. ENs who use cloud based storage to store Ticketholder data, must follow the rules outlined in Part III, Section 12 of this RFA.

K. Record Retention and Disposal

1. During the life of the TPA, the EN **may** destroy any Ticketholders' records 3 years following unassignment of the Ticket. If not destroyed, the EN must securely maintain the records in that manner that they would maintain assigned Ticketholder records.
2. The EN shall retain all Ticketholder records at the time of the expiration or termination of its TPA for a period not to exceed one year following the termination or expiration date, unless directed otherwise by SSA.
3. The EN is responsible for the disposal of (or arranging for the disposal of) Ticketholder PII in a safe and secure manner, including Ticketholder PII maintained by subcontractors or provider partners performing services for the EN under the TPA.
 - Destroy paper documents containing PII by burning, pulping, shredding, macerating or other means that ensures the information cannot be recovered and used. Hand tearing or lining through documents does not meet SSA's guidelines for appropriate destruction of PII.

- Destroy electronic devices and media (e.g., computers, disk drives, CDs, DVDs, flash drives, and magnetic tape) containing PII by overwriting using approved software, degaussing using approved magnetic fields or physical destruction using approved techniques.

SECTION 12: INFORMATION SECURITY AND PRIVACY REQUIREMENTS FOR CLOUD-BASED SOLUTIONS

A. Definitions. We defined the following terms for the purposes of these requirements

1. “**Breach**” means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where: (1) a person other than an authorized user accesses or potentially accesses confidential information ; or (2) an authorized user accesses or potentially accesses confidential information for an other than authorized purpose. A breach is not limited to an occurrence where a person other than an authorized user potentially accesses confidential information by means of a network intrusion, a targeted attack that exploits website vulnerabilities, or an attack executed through an email message or attachment. A breach may also include the loss or theft of physical documents that include confidential information or portable electronic storage media that store confidential information, the inadvertent disclosure of confidential information on a public website, or an oral disclosure of confidential information to a person who is not authorized to receive that information. It may also include an authorized user accessing confidential information for other than an authorized purpose. Often, an occurrence may be first identified as an incident, but later identified as a breach once it is determined that the incident involves confidential information, as is often the case with a lost or stolen laptop or electronic storage device.
2. “**Confidential information**” means information or data, or copies or extracts of information or data, that is: (1) provided by the Social Security Administration (SSA) to the EN for, or otherwise obtained by the EN in, performing work under this agreement; and (2) of a personal nature about an individual, such as name, home address, and social security number; proprietary information or data submitted by or pertaining to an institution or organization, such as employee pay scales and indirect cost rates; sensitive information; controlled unclassified information; or information designated by SSA as confidential for other reasons. Confidential information includes all personally identifiable information (PII) provided by SSA to or collected or acquired by the EN as a result of this TPA. Aggregations and tabulations of such PII, as well as de-identified individual-level data, shall also be treated as confidential information, unless SSA has provided written approval for public dissemination.

3. **“Federal information”** means information created, collected, processed, maintained, disseminated, disclosed, or disposed of by or for the Federal Government, in any medium or form.
4. **“Federal information system”** means an information system used or operated by an agency or by an EN of an agency or by another organization on behalf of an agency. An information system that does not meet such criteria is a “nonfederal information system”.
5. **“Incident”** means an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.
6. **“Personally Identifiable Information (PII)”**. Information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other information that is linked or linkable to a specific individual.

B. Requirements

If an EN proposes using cloud technology to store Ticketholder data, the EN must also comply with all of the following information security and privacy requirements. **All Clouds must be [FEDRAMP](#) approved. ENs must provide evidence (a screen shot as documentation) to ENService@SSA.gov of their cloud configuration settings before storing any data in a cloud.**

- 1. FEDRAMP Authorization Requirements.** The EN shall comply with FedRAMP Security Assessment and Authorization (SA&A) requirements and ensure the information systems and services under this agreement have a valid FedRAMP compliant (approved) Authority To Operate (ATO) in accordance with [FIPS Publication 199](#) defined security categorization at the time of award of the TPA.
- 2. Compliance.** In the event the Cloud Service Provider (CSP) fails to meet both SSA and FedRAMP security and privacy requirements or there is an incident involving confidential information, SSA may suspend or revoke an existing agency ATO (either in part or in whole) and cease operations. If SSA suspends or revokes an agency ATO in accordance with this provision, SSA may require the EN to direct the CSP to take additional security measures to secure confidential information. Restricting access may include disconnecting the system processing, storing, or transmitting the confidential information from the Internet or other networks or applying additional security controls.
- 3. SSA Authorization Requirements.** The EN shall:

- a. In addition to the FedRAMP compliant ATO, upon SSA’s request, complete and maintain an agency SA&A package to obtain agency ATO prior to system deployment/service. The SSA authorizing official must approve the agency ATO prior to implementation of the system or acquisition of the service.
- b. Identify any gaps between required FedRAMP Security Control Baseline/Continuous Monitoring controls and the EN’s implementation status as documented in the Security Assessment Report and related continuous monitoring artifacts. In addition, the EN shall document and track all gaps for mitigation in a Plan of Action and Milestones (POA&M) document. Depending on the severity of the risks, SSA may require remediation at the EN’s expense, before SSA issues an ATO.

4. Physical Access Records. The EN shall record all physical access to the cloud storage facilities and all logical access to the federal information as specified in the TPA. This may include the entrant’s name, role, purpose, account identification, entry and exit time. Such records shall be provided to the SSA in accordance with the TPA or upon request to comply with federal authorities.

5. Availability. The EN shall inform the ENService@SSA.gov of any interruption in the availability of the cloud service as required by the service level agreement. Whenever there is an interruption in service, the EN shall inform the ENService@SSA.gov of the estimated time that the system or data will be unavailable. The EN must relate the estimated timeframe for recovery of the service to the FIPS 199 system categorization for the availability of the system and if specified, agreed upon service level agreements (SLA) and system availability requirements. The EN must provide regular updates, at intervals specified by OES, to ENService@SSA.gov on the status of returning the service to an operating state according to the agreed upon SLAs and system availability requirements.

6. Location. The EN shall be located, and shall ensure that all federal information is accessed, transferred, stored, or processed, only within the sole jurisdiction of the United States (U.S.) (i.e., any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the United States Virgin Islands, American Samoa, Guam, and the Northern Mariana Islands). All EN primary locations, back-up facilities or archiving facilities, sites where antivirus and other security scans are performed, and locations of personnel who provide support to SSA in resolving issues regarding the solution, must be physically located within the sole jurisdiction of the United States (as defined). This includes, but is not limited to, the EN’s primary headquarters facilities, the physical location of all information systems, and the geographical origin of all software used in the execution of this contract.

7. Privacy Compliance. The EN shall assist SSA’s Senior Agency Official for Privacy (SAOP) or designee with conducting a Privacy Threshold Analysis (PTA) for the information system or information handled under this contract as deemed necessary by the agency. The primary purpose of the PTA is to determine the need for a Privacy Impact Assessment (PIA) or systems of records notice, or updates to those documents:

(a) If the PTA determination finds that a new or modified PIA is needed, the EN shall assist the SAOP or designee with completing a PIA for the system or information within 120 days after completion of the PTA. (b) The EN shall assist the SSA's SAOP or designee in reviewing the PIA at least every three (3) years throughout the system development lifecycle/information lifecycle, or when the agency determines that a review is required based on a major change to the system, when the system processes new information types, or when the system introduces new or increased privacy risks, whichever comes first.

8. Continued Compatibility. The EN shall be responsible for maintaining and ensuring continued compatibility and interoperability with the agency's systems, infrastructure, and processes for the term of the contract. In the event of an unavoidable compatibility and interoperability issue, the EN shall be responsible for providing notification, within 1 hour of discovery, to ENService@SSA.gov and shall be responsible for working with the agency to identify appropriate remedies and if applicable, work with the agency to facilitate a smooth and seamless transition to an alternative solution and/or provider.

9. Service Level Agreement (SLA). The EN shall understand any applicable terms of the service agreements that define the legal relationships between cloud customers and cloud providers and shall work with SSA to develop and maintain a Service Level Agreement.

10. Notification Banners. The EN shall display The Standard Mandatory Notice and Consent Banner at log on to all information systems. Choose either banner "a" or "b" based on the character limitations imposed by the system. The formatting of these documents, to include the exact spacing between paragraphs, must be maintained. The banner shall be implemented as a click-through banner at logon (to the extent permitted by the operating system), meaning it prevents further activity on the information system unless and until the user executes a positive action to manifest agreement by clicking on a box indicating "OK."

a. Banner for desktops, laptops, and other devices accommodating banners of 1300 characters.

- You are accessing a U.S. Government (USG) Information System (IS) that is provided for USG-authorized use only.
- By using this IS (which includes any device attached to this IS), you consent to the following conditions:
 - "The USG routinely intercepts and monitors communications on this IS for purposes including, but not limited to, penetration testing, Communication Security monitoring, network operations and defense, personnel misconduct (PM), law enforcement (LE), and counterintelligence (CI) investigations.
 - At any time, the USG may inspect and seize data stored on this IS.

- Communications using, or data stored on, this IS are not private, are subject to routine monitoring, interception, and search, and may be disclosed or used for any USG-authorized purpose.
- This IS includes security measures (e.g., authentication and access controls) to protect USG interests--not for your personal benefit or privacy.
- Notwithstanding the above, using this IS does not constitute consent to PM, LE or CI investigative searching or monitoring of the content of privileged communications, or work product, related to personal representation or services by attorneys, psychotherapists, or clergy, and their assistants. Such communications and work product are private and confidential. See User Agreement for details.”

b. For devices with severe character limitations:

I've read & consent to terms in IS user agreement.

11. Facility Inspections. The EN agrees to have an independent third party or other industry recognized firm, which has been approved by the agency conduct a security audit based on the agency's criteria at least once a year. The audit results and EN's plan for addressing or resolving of the audit results shall be shared with ENService@SSA.gov within 20 days of the EN's receipt of the audit results. In addition, the agency reserves the right to inspect the facility to conduct its own audit or investigation.

12. Cloud Security Governance. The EN shall:

- a. Ensure that its environment is compliant with the control standards of FISMA (Federal Information Security Modernization Act) 44 U.S.C. § 3541, et seq.), NIST standards in FIPS 140-2, FIPS 180, FIPS 198-1, FIPS 199, FIPS 200, FIPS 201 and NIST Special Publications 800-53, 800-59, and 800-60. In addition, the EN must provide the CO with any documentation it requires for its reporting requirements within 10 days of a request.
- b. Make the environment accessible for an agency security team to evaluate the environment prior to the placement of any federal information in the environment and allow for periodic security reviews of the environment during the performance of this contract. The EN shall also make appropriate personnel available for interviews and provide all necessary documentation during these reviews.

13. Maintenance. The EN shall be responsible for all patching and vulnerability management (PVM) of software and other systems' components supporting services provided under this agreement to prevent proactively the exploitation of IT vulnerabilities that may exist within the EN operating environment. Such patching and vulnerability management shall meet the requirements and recommendations of NIST SP 800-40, as amended, with special emphasis on assuring that the EN's PVM systems and programs apply standardized configurations with automated continuous monitoring to assess and

mitigate risks associated with known and unknown IT vulnerabilities in the EN's operating environment. Furthermore, the EN shall apply standardized and automated acceptable versioning control systems that use a centralized model to capture, store, and authorize all software development control functions on a shared device that is accessible to all developers authorized to revise software supporting the services provided under this agreement. The EN shall ensure that such versioning control systems are configured and maintained to assure all software products deployed in the EN's operating environment and serving the agency are compatible with existing systems and architecture of the agency.

- 14. Continuous Monitoring.** The EN shall provide all reports required to be completed; including self- assessments required by the FedRAMP Continuous Monitoring Strategy Guide to ENService@SSA.gov. In addition, the agency may request additional reports be collected based on data required by FedRAMP's continuous monitoring requirements. If requested, the EN will provide the report to the agency within 10 business days.
- 15. Penetration Testing.** The SSA reserves the right to perform penetration testing on EN's systems, facilities, or cloud services used by the EN to deliver services to the SSA. If the agency exercises this right, the EN shall allow agency employees (or designated third parties) to conduct security assessment activities to include control reviews in accordance with FedRAMP requirements. Review activities include, but are not limited to, scanning operating systems, web applications, wireless scanning, network device scanning (to include routers, switches, and firewall), Intrusion Detection System/Intrusion Prevention System, databases, and other applicable systems (including general support structure that support the processing, transportation, storage, or security of SSA confidential information for vulnerabilities).
- 16. Risk Remediation.** In the event the EN cannot mitigate a vulnerability or other risk finding within the prescribed timelines above, and upon agreement with the CO, they shall be added by the EN to the designated POA&M and mitigated within the agreed upon timelines. SSA will determine the risk rating of vulnerabilities using FedRAMP baselines.

C. Privacy Laws, Regulations, Directives, Policies, Standards and Guidelines for Cloud Storage

The EN shall comply with the laws, regulations, directives, policies, standards and guidelines listed in the following tables, and citations, as well as any applicable amendments published after the effective date of the TPA. In all cases where this agreement references federal guidance (including but not limited to SSA policies, OMB guidance and memorandums, and NIST guidance and publications), the EN shall comply with the most recently published, final version of that guidance. If an agency rescinds such guidance completely or there is a question about which version the EN must comply with, the EN shall seek clarification from ENService@ssa.gov.

Privacy Requirements: Table of privacy laws, regulations, directives, policies, standards and guidelines

Authority	Description
Federal Records Act of 1950, 44 U.S.C. §§ 21, 29, 31 and 33	Establishes the framework used by Federal agencies for their Records Management programs.
The Freedom of Information Act (FOIA) of 1966, 5 U.S.C. § 552	This law provides the public with the right to request access to records from any Federal agency and requires that Federal information be made available to the public except under certain specified conditions.
The Privacy Act of 1974, 5 U.S.C. § 552a	This law imposes collection, maintenance, use, safeguard, and disposal requirements for Executive Branch offices maintaining information on individuals in a “system of records.” This law also provides an individual a right to access and to amend any information about the individual in a system of records.
Federal Managers Financial Integrity Act of 1982 (FMFIA), 31 U.S.C. § 3512	This law mandates that Federal agencies establish and maintain an internal control program to safeguard data processing resources, assure their accuracy and reliability, and protect the integrity of information resident on such systems.
Computer Fraud and Abuse Act of 1986, 18 U.S.C. § 1030	This law provides for the punishment of individuals who access Federal computer resources without authorization, attempt to exceed access privileges, abuse government resources, and/or conduct fraud on government computers.
Government Performance and Results Act (GPRA) of 1993, 31 U.S.C. § 1101	This law establishes policies for managing agency performance of mission, including performance of its practices.
Paperwork Reduction Act of 1995, Revised, 44 U.S.C. §§ 3501-3520	This law provides for the administration and management of computer resources.
Clinger-Cohen Act – Information Technology Management Reform Act of 1996, 40 U.S.C. § 1401, et seq.	This law improves the acquisition, use, and disposal of Information Technology (IT) by the Federal government.
Federal Financial Management Improvement Act (FFMIA) of 1996, 31 U.S.C. § 3111	This law mandates Federal agencies to implement and maintain financial management systems that comply substantially with Federal systems requirements, Federal accounting standards,

	and the U.S. Government Standard General Ledger (SGL). FFMIA also requires GAO to report annually on the implementation of the act.
National Information Infrastructure Protection Act of 1996, 18 U.S.C. § 1030	This law provides for the protection of computer resources.
Government Paperwork Elimination Act (GPEA) of 1998, 44 U.S.C. § 3504	This law provides for Federal agencies, by October 21, 2003, to give persons who are required to maintain, submit, or disclose information, the option of doing so electronically when practicable as a substitute for paper and to use electronic authentication methods to verify the identity of the sender and the integrity of electronic content.
E-Government Act of 2002, 44 U.S.C. § 101	This law enhances the management and promotion of electronic government services and processes by establishing a broad framework of measures requiring technology to enhance citizen access to government information services.
Federal Information Security Management Act of 2002 (FISMA), 44 U.S.C. § 3541, as amended by the Federal Information Security Modernization Act of 2014, (Pub. L. 113-283)	FISMA requires Federal agencies to establish agency-wide risk-based information security programs that include periodic risk assessments, use of controls and techniques to comply with information security standards, training requirements, periodic testing and evaluation, reporting, and plans for remedial action, security incident response, and continuity of operations.

Applicable Programs include but are not limited to:

The Federal Risk and Authorization Program (FedRAMP)	FedRAMP is a Federally-centralized risk management program that enforces a standardized approach for assessing and monitoring the FISMA compliance of cloud products and services. The FedRAMP program requires cloud providers to receive an independent security assessment, conducted by a third-party assessment organization (3PAO), to sell government cloud services to a federal agency.
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Applicable Executive Orders include but are not limited to:

Executive Order 10450, Security Requirements for Government Employees, April 1953	This order establishes that the interests of national security require all government employees be trustworthy, of good character, and loyal to the United States.
Executive Order 13011, Federal Information Technology, July 1996	This order establishes policy for the head of each agency to effectively use information technology to improve mission performance and service to the public.
Executive Order 13103, Computer Software Piracy, September 1998	This order establishes policy that each executive agency shall work diligently to prevent and combat software piracy in order to give effect to copyrights associated with computer software.
Presidential Decision Directive 63: Critical Infrastructure Protection, May 1998	This directive requires that the United States take all necessary measures to swiftly eliminate any significant vulnerability to both physical and cyber attacks on critical infrastructures, including our cyber systems.
Executive Order 13231, Critical Infrastructure Protection in the Information Age, October 2001	This order establishes policy that ensures protection of information systems for critical infrastructure, including emergency preparedness communications, and the physical assets that support such information systems.

Executive branch policies established through directives published by OMB based on the applicable laws passed by Congress include:

OMB Circular	Description
A-11, Section 53, Information Technology and E-Government	This directive specifies the identification of security and privacy safeguards for managing sensitive information.
A-123, Management’s Responsibility for Internal Control, as revised July 15, 2016	This directive specifies the policies and standards for establishing, assessing, correcting, and reporting on management controls in Federal agencies.
A-127, Financial Management Systems, as revised by Transmittal Memorandum Number 3, December 1, 2004	This directive prescribes policies and standards for executive departments and agencies to follow in developing,

	operating, evaluating, and reporting on financial management systems.
A-130, Appendix I, Responsibilities for Protecting and Managing Information Resources	This directive prescribes policy to agencies for the implementation of the Privacy Act and reporting requirements related to the management of personally identifiable information (PII).

Other requirements:

- OMB Memorandum M-05-24, Implementation of Homeland Security Presidential (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors.
- OMB Memoranda M-06-16, Protection of Sensitive Agency Information, and M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information, which establish requirements for the use of two-factor authentication for remote system access and requirements for responding to breaches or possible breaches of PII.
- OMB Memorandum M-08-05, Implementation of Trusted Internet Connections, which establishes the requirement for SSA to comply with the Trusted Internet Connection (TIC) initiative and the architectural requirements defined by the Department of Homeland Security (DHS) in the TIC Reference Architecture (current version 2.0 dated 2011).
- OMB Memorandum M-08-16, Guidance for Trusted Internet Connection (TIC) Statement of Capability Form.
- OMB Memorandum M-08-27, Guidance for Trusted Internet Connection Compliance.
- OMB Memorandum M-11-11, Continued Implementation of Homeland Security Presidential Directive (HSPD) 12– Policy for a Common Identification Standard for Federal Employees and Contractors.
- OMB M-11-33, FY 2011 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management.
- OMB M-14-04, FY 2013 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management.
- OMB M-16-17, OMB Circular No. A-123, Management’s Responsibility for Enterprise Risk Management and Internal Control
- OMB M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information
- OMB proposed guidance, Improving Cybersecurity Protections in Federal Acquisitions.
- National Security Presidential Directive and Homeland Security Presidential Directive (NSPD-54/HSPD-23), Comprehensive National Cyber Security Initiative.

- Homeland Security Presidential Directive (HSPD-12), Policy for a Common Identification Standard for Federal Employees and Contractors.
- Department of Homeland Security (DHS) Trusted Internet Connection (TIC), Version 2.0, Reference Architecture requirements.
- Federal Identity, Credential and Access Management (FICAM) Roadmap and Implementation Guidance and associated NIST standards regarding implementation and use of HSPD-12 Personal Identity Verification (PIV) two-factor SmartCard Public Key Infrastructure (PKI) based credentials for logical authentication.
- NIST Federal Information Processing Standard (FIPS) Publications.
- NIST 800-series Special Publications (SP).
- NIST Security Technical Implementation Guides (STIGs – also referred to as security configuration check. All management, operational and technical security control and continuous monitoring requirements as specified by FedRAMP.
- Federal Identity, Credential and Access Management (FICAM) Roadmap and Implementation Guidance.
- SSA [Trusted Internet Architecture Security Lists](#).

SECTION 13: STATUTORY/REGULATORY UNDERSTANDING AND COMPLIANCE REQUIREMENTS

By signing the Agreement (Part I above), the applicant shall agree to comply with the following conditions in order to be awarded a TPA under this EN RFA. Specifically, the applicant agrees to:

- A. **Actively participate** in SSA’s Ticket to Work and Self-Sufficiency Program and abide by the requirements of this RFA and the terms and conditions of the TPA, including any addenda and amendments thereto (if any).
- B. Understand and comply with the statutory requirements and Federal regulations governing SSA’s Ticket to Work Program as found in Public Law 160-170 (Ticket to Work and Work Incentives Improvement Act of 1999) and 20 CFR Part 411 (The Ticket to Work and Self-Sufficiency Program), respectively.
- C. Cooperate fully with SSA’s TPM contractor in the administration of Ticket Program operations and processes in support of the Statute and Ticket Program regulations cited above.
- D. Ensure that any provider(s) with whom the EN subcontracts or partners under this RFA are:
 - Qualified to perform the services for which they have been contracted and
 - Comply with the privacy and security/suitability requirements found in Part III--Section 11 and Part IV--Sections 5-8.
- E. Ensure that **ALL** EN employees (and employees of EN subcontractors and provider partners) in positions requiring their handling of Ticketholder PII receive favorable suitability

determinations from SSA **prior to assuming their EN duties** (See Part III—Section 11.E and Part IV—Section 5.D-G).

- F. Utilize SSA’s secure, web-based support system, the Ticket Portal, to carry out the program requirements of this TPA (See Part III—Section 7.B). You must first obtain a *My SSA* account with extra security to utilize the Ticket Portal.
- G. Respond timely to communications from SSA and the TPM.
- H. Report timely to the ENService@SSA.gov all information-requirements, including changes relating to the administration of the TPA (See Part III—Section 8).

NOTE: An EN’s failure to comply with any of the conditions cited above may result in disciplinary action including sanctions, suspension of TPA activities, and/or TPA termination (See Note following Part IV – Section 5.O.1.)

PART IV--TERMS AND CONDITIONS

SECTION 1: SYSTEM FOR AWARD MANAGEMENT (SAM)

A. Definitions. As used in this section—

1. **Electronic Funds Transfer (EFT) indicator** means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts for the same entity.
2. **Registered in the System for Award Management (SAM) database** means that—
 - The applicant has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [FAR subpart 4.14](#)) into the SAM database;
 - The applicant has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
 - The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The EN will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
 - The Government has marked the record “Active”.
3. **Unique entity identifier** means a number or other identifier used to identify a specific commercial, nonprofit or Government entity. See www.sam.gov/ for the designated entity for establishing unique entity identifiers.

B. By submission of an application, the applicant acknowledges the requirement that prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any agreement resulting from this RFA notice.

C. Processing time, which normally takes 48 hours, should be taken into consideration when registering. Applicants who are not registered should consider applying for registration immediately upon receipt of this RFA notice.

- D. Failure to register timely in the SAM database may result in a close out of the application without a determination.
- E. Applicants may obtain information on registration at www.sam.gov/.

SECTION 2: PERMITS AND LICENSES

In performance of work under this TPA, the EN applicant shall be responsible for obtaining all necessary permits and licenses, and for complying with all applicable Federal, State and municipal laws. The EN shall promptly notify the ENService@SSA.gov, in writing, in the event any problems arise during the performance of this TPA concerning permits, licenses or other legal requirements.

NOTE: An EN is precluded from using SSA’s official logo to represent the EN in any way, including correspondence, marketing material, and websites. The EN may use the official logo for the Ticket to Work Program.

SECTION 3: WARRANTY AGAINST DUAL COMPENSATION

The EN applicant warrants that no part of a claim for payment shall be paid, directly or indirectly, to an officer or employee of the SSA as wages, compensation or gifts for acting as officer, employee or consultant to the EN in connection with any work contemplated or performed under, or in connection with, this TPA.

SECTION 4: INDEMNIFICATION AND LIABILITY INSURANCE REQUIREMENT

NOTE: Workforce entities (Workforce Boards, American Job Centers, One-stop Delivery Systems) established under subtitle B of Title I of the Workforce Investment Act of 1998 (29 U.S.C. 2811 et seq.), organizations administering VR Services Projects for American Indians with Disabilities authorized under section 121 of part C of the Rehabilitation Act of 1973, as amended (29 U.S.C. 720 et seq.) and instrumentalities of a State (or political subdivision of a State) are exempt from submitting proof of insurance but must comply with the insurance requirements identified above and in Part II--Section 1.A.8, of this RFA notice.

ENs are required to obtain insurance to cover the services they provide while under TPA to SSA. The EN shall be solely liable for and expressly agrees to indemnify the Government with respect to the services rendered.

- A. The EN is required to maintain insurance during the entire term of this TPA as explained below.
1. All ENs are required to maintain either general liability or professional insurance with a minimum coverage of \$500,000 per occurrence.

2. In addition, ENs who provide health care services are required to obtain medical liability insurance with a minimum coverage of \$500,000.
- B. The EN shall submit proof of insurance before a TPA will be awarded and maintain that insurance coverage throughout the life of the TPA. Such proof may consist of any of the following:
- Certificate of insurance issued by the insurance company, agent or broker
 - Copy of the insurance policy.
- C. Liability insurance may be either on an occurrences or on a claims-made basis. If the policy is on a claims-made basis, and the EN is providing non-personal health services, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the TPA term must also be provided. Non-personal health services are defined as services provided by physicians, dentists, and other healthcare providers that are not performed under Government supervision and control.
1. If during the performance period the EN changes insurance providers, the EN must provide evidence to ENService@SSA.gov that SSA will be indemnified for at least \$500,000 for the entire period of the TPA, under either the new policy or a combination of old and new policies. The evidence shall include either a certificate of insurance or a copy of the new policy.
 2. These insurance requirements apply to **all EN subcontractors and provider partners** and it is the EN's responsibility to insure compliance. The EN is not required to provide SSA with documentation of insurance for its subcontractors and provider partners.

SECTION 5: EN SECURITY AND SUITABILITY REQUIREMENTS (JUL 2013)

A. Acronyms and Definitions – As used in this section –

1. **“Access to a facility, site, system or information”** means physical access to any SSA facility or site, logical access to any SSA information system or access to programmatic or sensitive information available from SSA or acquired through performance of this TPA.
2. **“EN applicant”** means any entity having or seeking a relationship with SSA as an awardee of this TPA. This term includes, but is not limited to, corporations, limited liability partnerships, and sole proprietorships.
3. **“CPOC”** means Company Point of Contact of the EN as specified by the TPA.
4. **“CPSPM”** means SSA's Center for Personnel Security and Project Management.

5. “**EN Personnel**” means employees and management officials of the EN and the EN’s subcontractors or provider partners; any consultant retained by the EN or EN subcontractor/provider partner; any volunteer or intern of the EN or EN subcontractor/provider partner; and if the EN or EN subcontractor/provider partner is a sole proprietorship, it refers to that individual.
6. “**PIV**” means Personal Identity Verification.
7. “**Subcontractor**” means any entity having a relationship with the EN under this TPA, including provider partners. This term encompasses, but is not limited to, corporations, limited liability partnerships, and sole proprietorships.
8. “**eQIP**” means Electronic Questionnaire for Investigations Processing.

B. **Purpose.** This clause provides SSA’s policies and procedures concerning the conduct of background investigations and the resultant suitability determinations. The purpose of these investigations is to determine the suitability of EN personnel needing access to a SSA facility, site, system or information. If applicable, the clause also describes the process to obtain a PIV credential.

C. **Authorities**

- Homeland Security Presidential Directive 12
- Office of Management and Budget Memorandum M-05-24
- The Crime Control Act of 1990, Public Law 101-647, subtitle E, as amended by Public Law 102-190 (for childcare center security requirements)
- Executive Orders 10450 and 12968, and Title 5, Code of Federal Regulations (CFR), Parts 731

D. **PIV Credentials and Background Investigations**

1. A PIV credential is required for SSA contractor personnel requiring access to a SSA information system or routine, unescorted access to a SSA facility or site for a period of six months or more.
2. A PIV credential is **not** required for:
 - SSA contractor personnel requiring escorted access to a SSA facility or site for less than six months; or
 - SSA contractor personnel requiring infrequent escorted access to a SSA facility or site, even if the access may be longer than six months.

NOTE: *In working under the EN TPA, EN and EN subcontractor/provider partner personnel will not provide services to Ticketholders in venues that require them to obtain PIV credentials. However, SSA requires background investigations and*

suitability determinations (see Part IV—Sections 5.E through G below) for all EN and subcontractor/provider partner personnel with whom SSA will be sharing Ticket-related beneficiary PII and providing access to SSA’s secure, web-based EN support system known as the Ticket Portal.

3. A background investigation is required any time EN personnel require any type of access to a SSA facility, site, system or information, whether or not a credential is required.
4. The EN is required to include the substance of this section in any subcontract or agreement with a provider partner that requires access a SSA facility, site, system or information. However, the EN shall obtain, review, and submit to SSA all of the completed and required forms (see Part IV—Sections 5.F through G below) from the subcontractor/provider partner. SSA will **not** accept completed forms from anyone other than the EN CPOC.

E. Background Investigation and Adjudication Process

The background investigation and adjudication processes are compliant with 5 CFR 731.

F. Electronic Process Overview

The following is a high-level overview of the SSA security and suitability requirements for EN personnel as referenced in the [Employment Network Security and Suitability Business Process Guide](#).

Note: Failure to follow the chronological process, as detailed in this process, will result in delays and/or personnel not allowed to work on SSA awards.

1. Upon award, the EN CPOC will provide to SSA an [e-Qip Applicant Listing](#) of all EN personnel for whom the EN requested a suitability determination (i.e., background investigation). The e-Qip Applicant Listing should include the EN’s name; the TPA number; the EN CPOC’s name; the EN CPOC’s contact information; and the full name, Social Security number (SSN), date of birth, and place of birth (must show city and state if born in the United States (U.S.) **or** city and country if born outside of the U.S.) for all EN personnel. All spelling of names and places and numbers must be completely accurate for the applicant to be able to access the [eQIP website](#). The background investigation process does not start until the EN CPOC submits this applicant listing; therefore, the EN CPOC should submit the listing as soon as possible following TPA award.
2. The EN CPOC submits the suitability package to DCHR.OPE.Suitability@ssa.gov and ENService@ssa.gov via secure email:
 - a. e-QIP Applicant Listing; the Electronic Questionnaires for Investigations Processing (including the award number, award points of contact, and information on the applicants identified to work on the award);

- b. Completed Optional Form (OF) 306, Declaration for Federal Employment for each employee;
 - c. Completed Fair Credit Reporting Act (FCRA) Authorization Form for each employee; and
 - d. Work authorization documentation for each non-U.S. born applicant, if applicable.
3. CSPS verifies if the EN personnel (applicant) already has the appropriate background investigation on record, or, if applicable, initiates the applicant in e-QIP. CSPS emails the e-QIP invitation and instructions for electronic fingerprinting to the EN CPOC and ENService@ssa.gov.
 4. EN CPOC forwards e-QIP invitation to the applicant.
 5. Applicants have 10 business days to complete e-QIP and submit electronic fingerprints.
 6. CSPS makes initial suitability determination (as applicable, reviews form submissions, resolves any discrepancies, and releases investigation to Office of Personnel Management (OPM)) and releases the applicable suitability determination letter to the **CPOC and** ENService@ssa.gov.
 7. OPM completes the full background investigation. CSPS reviews and adjudicates the background investigation.

G. Suitability Determination

1. A Federal Bureau of Investigation fingerprint check is the first step in the suitability determination process. This determination is final unless information obtained during the remainder of the full background investigation, conducted by the Office of Personnel Management, is such that SSA would find EN personnel unsuitable to continue performing under this TPA. CPSPM will notify the CPOC and SSA OES of the results of these determinations.
2. SSA will not permit EN personnel to access a SSA facility, site, system or information or until CPSPM issues a favorable suitability determination. A suitability determination letter issued by CPSPM is valid only for performance on the contract specified in the letter. The EN CPOC shall follow the instructions in Part IV—Sections 5.F through G above if EN personnel move to another federal contract within the same company, even if those personnel perform work at the same risk designation level. As appropriate, CPSPM will issue new suitability determination letters for the contractor personnel who move to another federal contract.
3. An EN is not entitled to an equitable adjustment of the TPA because of an unfavorable suitability determination(s). Additionally, if SSA determines that the number or percentage of unfavorable determinations make successful TPA performance unlikely, SSA may terminate the TPA for cause or default.

4. The contractor must notify the contractor personnel of any unsuitable determinations as soon as possible after receipt of such a determination. (See Part IV—Section 5.N below should an individual request clarification of his or her suitability determination.)

H. Obtaining a PIV Credential

NOTE: This subsection is included as a placeholder. In performing work under this the EN TPA, EN and EN subcontractor/provider partner personnel will not be placed in situations that require them to obtain PIV credentials at this time.

I. EN Personnel Previously Cleared by SSA or another Federal Agency

If an EN employee previously received a suitability determinations from SSA or another Federal agency, the EN CPOC should include this information next to that employee's name on the initial applicant listing (see Part IV—Section 5.F through G above). CPSPM will review the information. If CPSPM determines a new suitability determination is not required, it will provide a letter to the CPOC and the SSA OES indicating the employee was previously cleared under another Federal contract and does not need to go through the suitability determination process again.

J. EN Notification to Government.

The contractor shall notify the SSA OES and CPSPM within one business day if:

- Any EN personnel are arrested or charged with a crime during the term of this TPA or
- If there is any other change in the status of EN personnel (e.g., leaves the EN, no longer works under the TPA, alien status changes) that could affect their suitability determination.

The EN shall provide in the notification as much detail as possible, including, but not limited to: name(s) of EN personnel whose status has changed, contract number, the type of criminal charge(s), and if available, the court date and disposition of the charge(s), if available. ‘

K. Personnel Must Return Ticketholder Files to EN

The Ticketholder's file is the property of The United States Government. Therefore, upon separation from an EN, EN personnel (e.g., employees, contractors, volunteers, etc.) must relinquish all electronic and hard copy Ticketholder files to the Signatory Authority within one business day. It is ultimately the Signatory Authority's responsibility to safeguard Ticketholder PII and immediately inform SSA of a breach.

L. Contractor Return of PIV Credential

NOTE: This subsection is included as a placeholder. In performing work under this the EN TPA, EN and EN subcontractor/provider partner personnel will not be providing services to Ticketholders in venues that require them to obtain PIV credentials.

M. Government Control of Access.

The Government has full control over SSA facilities, sites, systems or information. The Government may (1) grant, deny or withhold access to a facility, site, system or information, and (2) remove an EN or require the EN to remove EN and EN subcontractor/provider partner personnel from performing under the TPA for reasons related to conduct even after the contractor personnel have been found suitable to work on the contract (see Part IV—Section 5.O below).

N. Clarification Process for Unsuitable Determinations

1. EN and EN subcontractor/provider partner personnel may request clarification of the reason(s) for their unsuitable determinations. Requests must be submitted in writing within 30 days of the date of the unsuitable determination. **EN and EN subcontractor/provider partner personnel must file their own requests; ENs may not file requests on their behalf.**
2. Send the request for clarification to CPSPM at:

dchr.ope.hspd12appeals@ssa.gov or

**Social Security Administration
Attn: CPSPM Suitability Program Officer
6401 Security Boulevard
2601 Annex Building
Baltimore, MD 21235**

O. Removal from Duty

1. SSA may request that an EN immediately remove any EN employee and EN subcontractor/provider partner personnel from working under the TPA based on conduct that occurs after a favorable suitability determination. This includes temporarily removing EN personnel arrested for a violation of law pending the outcome of any judicial proceedings.

NOTE: SSA may terminate an EN's TPA in the event of repeated violations or behavior so detrimental as to call into question the EN's ability to perform under the terms and conditions set forth in the TPA.

2. The EN must comply with these requests to remove any EN personnel.

3. The Government's determination may be made based on, but not limited to, the following incidents involving misconduct or delinquency:

- Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3. This includes any local credentialing requirements.
- Neglect of duty, including sleeping while on duty; unreasonable delays or failure to carry out assigned tasks; conducting personal affairs while on duty; and refusing to cooperate in upholding the integrity of SSA's security program.
- Falsification or unlawful concealment, removal, mutilation or destruction of any official documents, records or government property, or concealment of material facts by willful omissions from official documents or records.
- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting. Also, participating in disruptive activities that interfere with the normal and efficient operations of the Government.
- Theft, vandalism or any other criminal actions.
- Selling, consuming, possessing or being under the influence of intoxicants, drugs or substances that produce similar effects.
- Improper use of official authority or credentials.
- Unauthorized use of communications equipment or Government property.
- Misuse of weapon(s) or tools used in the performance of the TPA.
- Unauthorized access to areas not required for the performance of the TPA.
- Unauthorized access to EN employees' personal property.
- Violation of security procedures or regulations.
- Prior unsuitable determination by SSA or another Federal agency of EN personnel.
- Unauthorized access to, or disclosure of, Agency programmatic or sensitive information or Internal Revenue Service Tax Return information.
- Failure to ensure the confidentiality of or failure to protect from disclosure, Agency information entrusted to them. Certain provisions of the following statutes and regulations apply to all Federal employees, and apply equally to EN personnel:
 - Privacy Act of 1974
 - Tax Reform Act of 1976 and the Taxpayer Browsing Protection Act of 1997
 - SSA regulation 1
 - Computer Fraud and Abuse Act of 1986
 - Section 1106 of the Social Security Act
- Being under investigation by an appropriate authority for violating any of the above.

**SECTION 6: FEDERAL INFORMATION SECURITY MANAGEMENT ACT (FISMA)
AND AGENCY PRIVACY MANAGEMENT 2352.204-2 (DEC 2014)**

A. SSA Responsibility Related to FISMA Training Requirements

1. The FISMA of 2002 (Title III, Pub. L. No. 107-347) and the Office of Management and Budget policy (through Circular A-130, Appendix III, requires that all Agency employees, as well as contractor and subcontractor/provider partner personnel working under Agency contracts and agreements **who will have access to any kind of SSA information**, receive periodic training in computer security awareness and accepted computer security practice. **This includes training for contractor personnel who do not have access to electronic information systems.** The training level is tailored to the risk and magnitude of harm related to the required activities.
2. SSA's Security Awareness Contractor Personnel Security Certification (CPSC) form SSA-222 covers the required information technology security and privacy awareness training for this TPA. This training does not preclude any additional training specified elsewhere in this TPA.

B. EN FISMA Training Requirements

1. Following EN award, the EN shall ensure that all EN personnel performing under this TPA take the security awareness training by reading and signing the CPSC form, SSA-222 (see example below). This requirement also applies to EN personnel subsequently added to the TPA. A copy of this form is available online at (<https://www.socialsecurity.gov/oag/acq/SSA-222.pdf>).
2. The EN shall receive signed copies of the form from all EN personnel working under the TPA within 30 calendar days following TPA award, or within 30 Calendar days after EN personnel begin working under the TPA, whichever comes first.
3. The EN shall email the completed and signed copies of the SSA-222 to ENService@ssa.gov, within 30 calendar days following TPA award, along with a list of the names (first, middle initial, and last) of the EN personnel who signed the form and the TPA number they are working under. Similarly, the EN shall send such email notification within 14 calendar days for any EN personnel added to perform work under the TPA.
4. The EN shall repeat the processes described in Part IV—Section 6.B.3 above, annually, for the life of the TPA.
5. The FISMA training requirements explained in Part IV—Sections 6.B.2-4 above also apply to all EN subcontractor/provider partner personnel. The EN shall include these requirements in any subcontracts awarded to provide services under the TPA. The EN is responsible for insuring subcontractor/provider partner compliance with these requirements. (<https://www.socialsecurity.gov/oag/acq/SSA-222.pdf>).

Form SSA-222 (09-2014) Social Security Administration (SSA) Security Awareness Contractor Personnel Security Certification (see below)



**Social Security Administration (SSA)
Security Awareness
Contractor Personnel Security Certification**

Purpose: This form is to be signed by contractor personnel to certify that they have received and understand SSA's Security Awareness Training requirements detailed below.

Background: I understand that SSA maintains a variety of sensitive information about the agency's operations and programs (hereinafter "SSA information"), which may be information pertaining to program (e.g., information about SSA's clients) or non-program (e.g., administrative and personnel records) matters. I understand that SSA may authorize me to have access to SSA information and that my access to and use of SSA information must be in accordance with the provisions of the contract under which I am performing work for SSA and/or the terms of any other written agreement that authorizes me to access SSA information.

I have read, understand, and agree that:

1. I will not inspect, access, or attempt to access any SSA information that SSA has not expressly authorized me to access.
2. I will not release or disclose any SSA information to any unauthorized person, agency, or entity. I understand that unauthorized disclosure of SSA information may lead to civil penalties and/or criminal prosecution under Federal law (i.e., The Privacy Act of 1974, 5 U.S.C. 552a; SSA's regulations at 20 C.F.R. Part 401; the Social Security Act, 42 U.S.C. 1306(a); and 5 U.S.C. Section 552(i)). I further understand that additional privacy and disclosure protections may apply to certain types of SSA information, including Federal Tax Information (i.e., earnings information), which may be subject to additional penalties under sections 6103, 7213, 7213A, and 7431 of the Internal Revenue Service (IRS) Code (Title 26 of the United States Code).
3. I will follow all access, retention, and/or destruction requirements in the contract and/or agreement under which I am authorized to access SSA information. I understand that such requirements may require me to cease access to, return, or destroy SSA information upon completion of my work for SSA or termination of my contract or agreement that authorized my access to SSA information.
4. I will not take SSA information off-site, unless expressly authorized to do so by contract or other written authorization from SSA. If SSA authorizes me to take SSA information off-site, I agree to safeguard all SSA information so that no unauthorized person, agency, or entity can access SSA's information. See SSA's Encryption Policy, Chapter 18 of the Information System Security Handbook (ISSH).
5. I will keep confidential any third-party proprietary information that may be entrusted to me as part of the contract, including safeguarding such information from unauthorized access and not disclosing or releasing such information unless expressly authorized to do so.
6. I will follow all SSA terms, conditions, and policies in the contract under which I am performing work for SSA and/or the terms of any other written agreement that authorizes me to access SSA information, including but not limited to those governing confidential information or personally identifiable information.
7. I will follow all SSA Standards of Conduct, and Rules of Behavior (found in the Information System Security Handbook) for Users and Managers of SSA's Automated Information Resources.
8. I understand that the contract and/or agreement terms take precedent over this document.
9. I understand that any questions I may have concerning authorization(s) should be directed to the Contracting Officer designated in my company's contract.

Contractor Employee Name (Print/Type)

Contractor Employee Signature (Sign)

Date (MM/DD/YYYY)

Contractor Number

Company Name (Print/Type)

Company Point Of Contact (Print/Type)

Company Point of Contact Phone Number

Form SSA-222 (09-2014)
Destroy Prior Editions

SECTION 7: PROTECTION OF CONFIDENTIAL INFORMATION (DEC 2008)

- A. **“Confidential information”** means information or data, or copies or extracts of information or data, that is: (1) provided by SSA to the EN for, or otherwise obtained by, the EN in the performance of this TPA and (2) of a personal nature about an individual (e.g., name, home address, and social security number, medical information), or proprietary information or data submitted by or pertaining to an institution or organization (e.g., employee pay scales and indirect cost rates).
- B. SSA and the EN, by mutual consent, may identify elsewhere in this TPA specific information or categories of information that SSA will furnish to the EN or that the EN is expected to generate, which are confidential. Similarly, SSA and the EN, by mutual consent, may identify such confidential information from time to time during the performance of the agreement. The confidential information will be used only for purposes delineated in the TPA. Any other use of the confidential information will require the SSA’s express written authorization.
- C. The EN shall restrict access to all confidential information to the minimum number of employees and officials who need it to perform the TPA. EN personnel who need access to confidential information for performance of the TPA will be determined via SSA’s suitability process described in Part IV—Section 5.D.2 above. Upon request, the EN shall provide SSA with a list of authorized personnel (e.g., all persons who have or will have access to confidential information covered by this section) per Part IV—Section 5.F above.
- D. The EN shall process all confidential information under the immediate supervision and control of authorized personnel in a manner that will protect the confidentiality of the records, prevent the unauthorized use of confidential information, and prevent access to the records by unauthorized persons.
- E. The EN shall inform all authorized personnel with access to confidential information of the confidential nature of the information and the administrative, technical and physical safeguards required to protect the information from improper disclosure. **All confidential information shall, at all times, be stored in an area that is physically safe from unauthorized access.** See Part IV--Section 7.F below regarding the minimum standards for providing the safeguards.
- F. Whenever the EN is storing, viewing, transmitting or otherwise handling confidential information, the EN shall comply with the applicable standards for security controls established in the FISMA. This would include maintaining an up-to-date, fully patched Operating system with the addition of an antivirus tool. (These standards also include those set by the National Institute of Standards and Technology (NIST) via the Federal Information Processing Standards (FIPS) publications and NIST Special Publications, particularly FIPS 199, FIPS 200, and NIST Special Publications - 800 series.) The EN data is considered Federal Data and is subject to Federal statutes, regulations, and rules involving cloud storage.
- G. In the performance of the TPA, the EN must follow the rules and procedures governing proper use and disclosure of information set forth in the Privacy Act of 1974 (5 U.S.C. 552a),

section 1106 of the Social Security Act (42 U.S.C. 1306), and the Commissioner's regulations at 20 C.F.R. Part 401.

For knowingly disclosing information in violation of the Privacy Act, the EN and any complicit EN personnel may be subject to the criminal penalties as set forth in 5 U.S.C. Section 552(i)(1) to the same extent as employees of SSA. For knowingly disclosing confidential information as described in section 1106 of the Social Security Act (42 U.S.C. 1306), the EN and any complicit EN personnel may be subject to the criminal penalties as set forth in that provision.

- H. The EN shall assure that all EN personnel with access to confidential information are made aware of the prescribed rules of conduct and the criminal penalties for violations of the Privacy Act and/or the Social Security Act.
- I. Whenever the EN is uncertain how to handle properly any material under the TPA, the EN shall obtain written instructions from the SSAOES addressing this question. If the material in question is subject to the Privacy Act and/or section 1106 of the Social Security Act, or is otherwise confidential information subject to the provisions of this clause, the EN shall obtain a written determination from OES prior to any release, disclosure, dissemination or publication.
- J. Performance of this agreement may involve access to Ticketholder tax return information as defined in 26 U.S.C. Section 6103(b) of the Internal Revenue Code (IRC). Such confidential information shall be used only for purposes delineated in the TPA. Any other use of the confidential information will require the SSA's express written authorization. For willfully disclosing confidential tax return information in violation of the IRC, the EN and complicit EN employees may be subject to the criminal penalties set forth in 26 U.S.C. Section 7213.
- K. The Government reserves the right to conduct on-site visits to review the EN's documentation and in-house procedures for protection of and security arrangements for confidential information and adherence to the terms of this clause.
- L. The EN must assure that (1) any EN subcontractor/provider partner personnel with access to SSA confidential information are made aware of the prescribed rules of conduct expressed in Part IV—Section 6 of this TPA and (2) these rules are documented in any EN subcontracts/agreements. For knowingly disclosing SSA's confidential information, EN subcontractors/provider partners and complicit EN subcontractor/provider partner personnel may be subject to criminal penalties as described in section 1106 of the Social Security Act (42 U.S.C. 1306) and the Privacy Act (5 U.S.C. 552a).

SECTION 8: PROTECTING AND REPORTING THE LOSS OF PERSONALLY IDENTIFIABLE INFORMATION (PII): EMPLOYEE RESPONSIBILITIES

(DEC 2008)

A. Definitions

The following terms are defined for the purposes of this clause:

- **“Employee(s)”** means an individual(s), including, management officials, employed by either the EN or an EN’s subcontractor or provider partners that are working under this agreement.
- **“Handling PII”** means having access, either currently or in the future, to personally identifiable information (PII), as defined in this clause.
- **“Lost, compromised, or potentially compromised PII”** means that PII has become physically missing (e.g., it has been stolen) while the possession of the EN/EN employee or has been breached so that persons other than authorized users (and for other than an authorized purpose) have access or *potential* access to the PII, regardless of the form (i.e., electronic or physical) in which it was stored. Indications of lost, compromised or potentially compromised PII include missing equipment (e.g., laptops and removable storage devices such as USB flash or “thumb” drives, CDs, DVDs, etc.) and/or paper documents potentially containing PII, as well as actions where PII was emailed in violation of the terms contained in Part IV--Section 8.B below.
- **“Personally Identifiable Information (PII)”**: SSA follows the definition of PII provided by the Office of Management and Budget in OMB Memorandum <https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf>:

“The term ‘personally identifiable information’ refers to any information which can be used to distinguish or trace an individual's identity, such as their name, Social Security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.”

Other examples of PII may include, but are not limited to, Social Security benefit data, official State or government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, home address, and medical information. Within this clause, “PII” shall specifically mean PII as defined above which:

1. SSA has a primary responsibility for and/or interest in protecting; and furnishes or provides access to the EN (or the EN furnishes or provides access to an EN subcontractor/provider partner) as a result of performing under this TPA, or
 2. The EN or EN subcontractor/provider partner collects from outside sources (e.g. directly from a Ticketholder) in providing services under the TPA).
- **“Secure Area” or “Secure Duty Station”** means either of the following, unless SSA expressly states otherwise on a case-by-case basis:

1. An EN or EN subcontractor/provider partner employee's official place of work that is in an established business office in a commercial setting of the EN or EN subcontractor/provider partner or
2. A location within SSA or other Federal-or State-controlled premises.

NOTE: SSA, routinely, does not consider a person's private residence a secure area or duty station. ENs wishing to establish a secure area or duty station in a private residence must (1) submit a written request to SSA at ENService@ssa.gov that includes a detailed description of the actions taken by the EN to insure security and (2) receive SSA's written approval prior to establishing a secure area or secure duty station to conduct EN business under this TPA.

B. Employee Responsibility in Safeguarding PII

The EN shall establish, maintain, and follow its own policy and procedures to protect PII, including those for reporting lost or compromised, or potentially lost or compromised PII (see Part IV--Section 8.D below). The EN shall inform its employees handling PII of their individual responsibility to safeguard it. In addition, the EN shall take appropriate and necessary action to: (1) educate employees on the proper procedures designed to protect PII, as described below and as otherwise approved by SSA; and (2) enforce their compliance with the policy and procedures prescribed as follows:

1. *General.* EN employees shall properly safeguard PII from loss, theft, or inadvertent disclosure. EN employees are responsible for safeguarding this information at all times, regardless of whether or not the employee is at his or her regular duty station. Examples of proper safeguarding include, but are not limited to: maintaining the confidentiality of each employee's individual password (by not sharing the password with any other individual or entity and not writing it down); verifying the identity of individuals before disclosing information to them; preventing others in the area from viewing PII on one's computer screen; consistently locking or logging off one's workstation when one is away; and ensuring that PII is appropriately returned or, upon receiving SSA's approval, destroyed when no longer needed. (See Part III, Section 8.E for instructions regarding sending PII to the TPM or SSA.)
2. *Transporting PII Outside a Secure Area/Secure Duty Station*

NOTE: SSA, The term "transporting" used here does not include shipping by a common carrier (as defined in FAR 47.001) or by the U.S. Post Office.

- a. EN Employees shall make every reasonable effort to safeguard equipment, files, or documents containing PII when transporting information from a secure area/secure duty station. EN Employees must ensure that the laptops and other electronic devices/media being used to transport PII are encrypted and password protected. The EN shall make every reasonable effort to ensure that the encryption and password

protection are in accordance with any SSA-prescribed standards or policies. EN employees must use reasonable protection measures when transporting PII, e.g., storing files in a locked briefcase, not leaving files and/or equipment in plain view.

- b. EN employees transporting PII, including transporting PII duplications, such as electronic copies and photocopies, from their secure duty station or an otherwise secured area to an unsecured area shall obtain prior approval in accordance with the EN's established policy. The EN shall provide employees with contact information and instructions based on the EN's security/PII loss incident policy and procedures.

NOTE: Agency-prescribed contact information and instructions for reporting lost PII are discussed in Part IV--Section 8.C below.

- c. Tracking files.

Unless the PII is being transported for disposal pursuant to the TPA (see Part IV—Section 8.B.2 below), the EN shall take appropriate action to ensure that the file(s) or document(s) being physically transported or transmitted electronically outside the secure area/secure duty station are tracked through a log. They must be logged out prior to transport as well as logged back in upon return. The EN can establish any mechanism for tracking as long as the process, at a minimum, provides for the following information to be logged:

- First and last name of the EN employee taking/returning the material
- The name of the file or document containing PII that he/she intends to transport from the office
- All the forms or media in which the PII was transported (e.g., electronic, such as laptop, thumb drive, CD—be as specific as possible; paper, such as paper file folders or printouts)
- The reason for transporting the file or document containing PII
- The date the file or document containing PII was transported from the secure duty station
- The date the file or document containing PII was returned to the secure duty station.

Materials must be returned (or documented as destroyed) within 90 days of removal from the secure duty station or have EN supervisory approval in writing for being held in an unsecured area for a longer period.

The log must be maintained in a secure manner. At SSA's request, the EN shall provide the information from the log in a format (e.g., electronic or paper) that can be readily accessed by the Agency.

3. *Employee Disposal of PII.* This agreement permits disposal of PII by:

- EN employees at the EN location and/or
- Parties outside the EN location.

In such cases, the EN shall take appropriate and necessary action to ensure that the procedures detailed in Part III—Section 11.I.2 are followed.

C. Agency-Prescribed Procedures for Reporting Lost, Compromised or Potentially Compromised PII

“Lost, compromised, or potentially compromised PII” is defined in Part IV--Section 8.A, above. The reporting requirement established in this section is for reporting all incidents involving PII, with no distinction between suspected and confirmed breaches.

SSA has its own reporting requirements for PII that is lost, compromised or potentially compromised. The purpose of this section is to ensure that these requirements are met and that incident information is shared appropriately.

1. *EN Responsibility.* In addition to establishing and implementing its own internal procedures referenced in Part IV--Section 8.B above, the EN is responsible for taking reasonable actions to implement Agency-prescribed procedures described in Part IV—Section 8.C.3 below for reporting lost, compromised or potentially compromised PII. These include educating EN employees who handle PII about these procedures, and otherwise taking appropriate and necessary steps to enforce their compliance in carrying them out.
2. *Potential Need for Immediate, Direct Reporting by the Employee.* SSA recognizes that EN employees will likely make the initial discovery of a PII security breach. When an EN employee becomes aware or suspects that PII has been lost or compromised, he/she is required to follow the EN’s established security/PII loss incident reporting process (see Part IV—Section 8.D below). The EN’s reporting process, along with SSA’s (see Section 8.C.3 below), shall require the EN, and not necessarily the EN employee, in such circumstances to notify SSA of the incident. However, the EN shall inform each employee handling or potentially handling PII that he/she must be prepared to directly notify outside authorities immediately as described in Part IV—Section 8.C.3.d below if, shortly following the incident or discovery of the incident, he/she finds it evident that neither an appropriate EN nor SSA manager/contact can be reached. The EN should emphasize to the employee that timeliness in reporting the incident is critical.
3. *Procedures*
 - a. When an EN employee becomes aware or suspects that PII has been lost, compromised or potentially compromised, the EN, in accordance with its incident reporting process, shall provide notification to the primary SSA contact within one hour of the incident. If the primary SSA contact is not readily available, the EN shall immediately notify the SSA EN HELP Desk at ENService@ssa.gov. (See Worksheet below) The EN shall act to ensure that each EN employee, prior to commencing work on the TPA, has been given contact information for the appropriate SSA contacts. In addition, the EN shall act to ensure that each EN employee promptly

- receives any updated information as available. In addition, whenever an EN employee removes PII from a secure area/secure duty station, he/she must comply with the ENs security policies, including having on hand the current SSA contact information.
- b. The EN shall provide the appropriate SSA contact, updates on the status of the reported PII loss or compromise as they become available, but shall not delay the initial report.
 - c. The EN shall provide complete and accurate information about the details of the possible PII loss to assist the SSA contact, including the following information:
 - Contact information
 - A description of the loss, compromise or potential compromise (i.e., nature of loss/compromise/potential compromise, scope, number of files or records, type of equipment or media, etc.), including the approximate time and location of the loss
 - A description of safeguards used, where applicable (e.g., locked briefcase, redacted personal information, password protection, encryption, etc.)
 - An identification of SSA components (organizational divisions or subdivisions) contacted, involved or affected
 - Whether the EN or its employee has contacted or been contacted by any external organizations (i.e., other agencies, law enforcement, press, etc.)
 - Whether the EN or its employee has filed any other reports (i.e., Federal Protective Service, local police, and SSA reports)
 - Any other pertinent information
 - d. The EN shall use the worksheet provided below (or a copy thereof) to quickly gather and organize information about the incident.
 - e. The EN and its employee(s) shall limit disclosure of the information and details about an incident only to those with a need to know. The security/PII loss incident reporting process will ensure that SSA's reporting requirements are met and that security/PII loss incident information is only shared as appropriate.

D. Additional EN Responsibilities When There Is a Loss of PII

1. The EN shall have a formal security/PII incident reporting process in place that outlines appropriate roles and responsibilities, as well as the steps that must be taken, in the event of a security/PII loss incident. The plan shall designate who within the EN's organization has responsibility for reporting the loss, compromise or potential compromise of PII to SSA.
2. In the event of a security/PII loss incident, the EN shall take immediate steps to address consequential security issues that have been identified, including steps to minimize

further security risks to those individuals whose PII was lost, compromised or potentially compromised.

3. The EN shall confer with the SSA staff in reviewing the actions the EN has taken and plans to take in dealing with the incident.
4. **The EN shall bear the responsibility and any cost for any data breach and/or remediation actions that might arise from the security/PII loss incident.** If SSA determines that the risk of harm requires notification of affected individual persons of the security breach and/or other remedies, the EN shall carry out these remedies without cost to SSA.

E. Applicability of this Clause to EN Subcontractors/Provider Partners

1. The EN shall include this clause in all resulting subcontracts or service agreements with provider partners whenever there is any indication that the subcontractor/provider partner and its employees will or might have access to PII.
2. The EN shall take appropriate action to assure SSA that its subcontractors/provider partners and their employees with access to PII know the rules of conduct in protecting and reporting the loss or suspected loss of PII as prescribed in this section, such as those regarding the emailing of PII as stated in Part IV--Section 8.B.4 above.
3. *Notification of Subcontractor/Provider Partner Handling of PII.* If the EN engages a subcontractor/provider partner under this TPA whose employees will actually or potentially be given or have access to PII, the EN shall do the following: (1) Notify in advance both the SSA OES of this arrangement, providing the names and addresses of the subcontractors/provider partners and, upon request, a description of the nature of the PII to which these employees will actually or potentially be given/have access (e.g., phone numbers, Social Security numbers); and (2) Provide OES the names of the employees of subcontractors/provider partners who will actually or potentially be assigned and/or have access to the PII. The EN may satisfy this requirement when submitting the name(s) of the employees of the subcontractors/provider partners to ENService@SSA.gov for the requisite security background check described in Part IV—Section 5 above.

Worksheet for Reporting the Loss, Compromise, or Potential Compromise of Personally Identifiable Information

EN and EN Subcontractor/Provider Partner Employees: Prior to completing this worksheet, please see the instruction sheet following the last page of the worksheet.

My primary SSA contact for reporting the loss, compromise, or potential compromise of PII is ENService@SSA.gov.

1. **Information about the individual making the report to SSA's Network Customer Service Center (NCSC):**

Name:					
Position:					
Deputy Commissioner Level Organization:	Deputy Commissioner for Retirement and Disability Policy (DCRDP)				
Phone Numbers:					
Work:		Cell:		Home/Other:	
E-mail Address:					
Check one of the following:					
Management Official		Security Officer		Non-Management	

Additional Information to be provided when an EN or EN subcontractor/provider partner employee is reporting directly to the NCSC:

EN or EN Subcontractor/Provider Partner (circle as appropriate):

Name of EN or EN Subcontractor/Provider Partner:

EN TPA Number (if known):

- If the individual who was in possession of the data or to whom the data was assigned is not the person making the report to the NCSC (as listed in #1), provide the following information about this employee:**

Name:					
Position:					
Deputy Commissioner Level Organization:	Deputy Commissioner for Retirement and Disability Policy (DCRDP)				
Phone Numbers:					
Work:		Cell:		Home/Other:	
E-mail Address:					

Add Additional Information to be provided when individual who was in possession of the data or assigned to the data is an EN or EN subcontractor/provider partner employee:

EN or EN Subcontractor/Provider Partner (circle as appropriate):

Name of EN or EN Subcontractor/Provider Partner:

EN TPA Number (if known):

- Information about the data that was lost/stolen:**

Describe what was lost or stolen (e.g., case file, MBR (Master Beneficiary Record) data):

Which element(s) of PII did the data contain?

Name		Bank Account Info	
SSN		Medical/Health Information	
Date of Birth		Benefit Payment Info	
Place of Birth		Mother's Maiden Name	
Address		Other (describe):	

Estimated volume of records involved:

4. How was the data physically stored, packaged and/or contained?

Paper or Electronic (circle one):

If Electronic, what type of device?

Laptop	Tablet	Backup Tape	Smart phone
Workstation	Server	CD/DVD	Telephone number for smartphone
Hard Drive	Cloud Storage	USB Drive	
Other (describe):			

Additional Questions if Electronic:

	<u>Yes</u>	<u>No</u>	<u>Not Sure</u>
a. Was the device encrypted?			
b. Was the device password protected?			
c. If a laptop or tablet, was a VPN SmartCard lost?			
Cardholder's Name:			
Cardholder's SSA logon PIN:			
Hardware Make/Model:			
Hardware Serial Number:			

Additional Questions if Paper:

	<u>Yes</u>	<u>No</u>	<u>Not Sure</u>
a. Was the information in a locked briefcase?			
b. Was the information in a locked cabinet or drawer?			
c. Was the information in a locked vehicle trunk?			
d. Was the information redacted?			
e. Other circumstances:			

5. Circumstances of the loss:

- a. When was it lost/stolen?
- b. Brief description of how the loss/theft occurred:

- c. When was it reported to SSA management official (date and time)?
- 6. Have any other SSA components been contacted? If so, who? (Include Deputy Commissioner level, Agency level, Regional/Associate level component names)**
- 7. Which reports have been filed? (include FPS, local police, and SSA reports)**

Report Filed	<u>Yes</u>	<u>No</u>	<u>Report Number</u>
Federal Protective Service			
Local Police			
	Yes	No	
SSA-3114 (Incident Alert) -- Not Applicable for Contractors or Subcontractors/Provider Partners			
SSA-342 (Report of Survey) -- Not Applicable for Contractors or Subcontractors/Provider Partners			
Other (describe)			

INSTRUCTIONS (to the EN or EN Subcontractor/Provider Partner Employee):
Worksheet for Reporting Loss or Potential Loss of Personally Identifiable Information

1. If you are reporting the incident to a SSA manager or alternate, only complete items #3 through 6. *Special notes for completing item #3:*
 - For “Position,” write “EN Employee” or “EN Subcontractor/Provider Partner Employee,” as applicable, followed by a hyphen and your job title under the agreement.
 - With respect to Deputy Commissioner Level Organization, this should be the SSA Deputy Commissioner Office under whose authority your EN TPA was awarded, and should already be provided on the form. If it is not (and you do not know this), have your OES primary or alternate contact, as applicable, complete the information.
 - Be sure to provide the additional information regarding your company/organization’s name (EN or EN subcontractor/provider partner) and, if known, the SSA-assigned TPA number.

2. If you are reporting the incident directly to the NCSC, complete all items to the extent possible. *Special notes for completing item #2:*
 - For “Position,” write “EN Employee” or “EN Subcontractor/Provider Partner Employee,” as applicable, followed by a hyphen and your job title under the agreement.
 - With respect to Deputy Commissioner Level Organization, this should be the SSA Deputy Commissioner Office under whose authority your EN TPA was awarded, and should already be provided on the form. If it is not, enter Deputy Commissioner for Retirement and Disability Policy (DCRDP).
 - Be sure to provide the additional information regarding your company/organization’s name (EN or EN subcontractor/provider partner) and, if known, the SSA-assigned TPA number.

PART V--EN APPLICATION DOCUMENTATION REQUIREMENTS**SECTION 1: EN INFORMATION SHEET**

- A. **Name of Employment Network APPLICANT’S NAME** (enter name of organization/entity submitting application as it appears in Part I—Section 1 above):
- B. **DOING BUSINESS AS (DBA) NAME OF EMPLOYMENT NETWORK** (enter your Doing Business As (DBA) name if different from item A above. This name will appear in the EN Directory):
- C. **EN’S EMPLOYER IDENTIFICATION NUMBER** (enter):

The Employer Identification Number (EIN) must be issued in the name of the Contractor 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 ENService@SSA.gov as instructed in the cover letter to this RFA.

D. **EN’S DATA UNIVERSAL NUMBERING SYSTEM NUMBER AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION**

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 a contractor does not already have a DUNS number, one may be obtained directly from Dun & Bradstreet at **1-800-333-0505** or online at <https://fedgov.dnb.com/webform>. A DUNS number will be provided at no charge to the contractor, although there may be a waiting period. **The DUNS number must be issued in the contractor’s name shown in item A above.**

Enter the DUNS Number here:

2. **System for Award Management (SAM)**. The SAM is the primary registrant database for all Federal Government contractors. Every EN must register their DUNS number, enter their banking information, and complete their Representations and Certifications in the SAM. In addition, the EN shall be responsible for the yearly update of its SAM registration. All SAM transactions shall be completed online at the SAM website at <http://www.sam.gov>. **There is NO charge to register in the SAM.**

Please indicate if the EN has registered in SAM: Yes No

For more information see Part IV—Section 1

PART V – EN APPLICATION DOCUMENTATION REQUIREMENTS

E. **PHYSICAL 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 Ticketholders be provided at the location shown in E. above?

Yes No

2. Will services to Ticketholders be provided at other locations? **Yes No**

3. Will services to Ticketholder be strictly virtual? **Yes No**

If you checked “**yes**” and you want these additional locations to appear in the EN Directory, please submit a separate attachment for **EACH** additional location, listing the EN Directory contact information requested in Part V--Section 2.H, below.

H. **EN CONTACT INFORMATION**

The individual identified as the signatory authority in Part I—Section 1 above and in Part V--Section 2.V below is the only EN official recognized by SSA as authorized to represent and speak for the EN in communications with the SSA Contracts and Grants Branch (CAG) in matters relating to the administration of this TPA, including all TPA changes. However, the signatory authority may designate other individuals to represent or speak on his or her behalf on matters relating to day-to-day TPA operations.

- Please list the following contact information for other EN contact(s) responsible for program/TPA inquiries from SSA or the TPM **if different from** the signatory authority (use an attachment if necessary):

PART V – EN APPLICATION DOCUMENTATION REQUIREMENTS

1. **SIGNATORY AUTHORITY NAME:**

2. **PHONE:**

3. **TOLL FREE #:**

4. **FAX:**

5. **TTY:**

6. **EMAIL:**

- Please list the following contact information for other EN contact(s) responsible for Ticketholder inquiries **if different from** the signatory authority (use an attachment if necessary):

1. **PROGRAM CONTACT NAME:**

2. **PHONE:**

3. **TOLL FREE #:**

4. **FAX:**

5. **TTY:**

6. **EMAIL:**

- Please list the following contact information for the EN's **designated security officer/suitability contact** per Part III—Section 11.H of the EN RFA:

1. **SUITABILITY CONTACT NAME:**

2. **PHONE:**

3. **TOLL FREE #:**

4. **FAX:**

PART V – EN APPLICATION DOCUMENTATION REQUIREMENTS

5. **TTY:**

6. **EMAIL:**

Please list the following contact information for other EN Payment contact(s) responsible for Ticketholder Payment inquiries if different from the signatory authority (use an attachment if necessary):

1. **PAYMENTS CONTACT NAME:**

2. **PHONE:**

3. **TOLL FREE #:**

4. **FAX:**

5. **TTY:**

6. **EMAIL:**

I. **EN DIRECTORY CONTACT INFORMATION**

SSA provides an online EN Directory to facilitate Ticketholder contact with your EN. The EN Directory is found at <https://yourtickettowork.ssa.gov/>. An EN Directory listing is **mandatory** except in extraordinary circumstances. Please provide the information requested below. **At a minimum, all ENs are required to provide a telephone number, email address, and website address in the EN Directory. For those ENs with a service area that covers more than one local telephone exchange, the EN must provide a toll-free telephone number.**

1. **TICKETHOLDER CONTACT NAME:**

2. **PHONE:**

3. **TOLL FREE #:**

4. **FAX:**

5. **TTY:**

6. **EMAIL:**

7. WEBSITE:

–

An EN may choose not to appear in the EN Directory but must provide a compelling justification. SSA will make the final decision.

I request not to be listed in the EN Directory?

Justification:

J. SERVICE AREA

Please check one only. This information will be listed in the online EN Directory and you may be contacted by Ticket Holders living in the service area(s) you designate.

National (serving all States and U.S. Territories)

Multi-State (list all States you will serve using the 2-letter state abbreviation)

Single State (list the State using the 2-letter State abbreviation)

If your service area is limited to specific counties, please list the State (using the 2-letter State abbreviation), followed by the counties:

If your service area is limited to specific zip codes, please list the State (using the 2-letter State abbreviation), followed by the zip codes:

*PART V – EN APPLICATION DOCUMENTATION REQUIREMENTS***K. CORPORATE STATUS (check all that apply)**

For profit
 Non-profit
 Public entity
 Sole proprietor
 Other:

L. TYPE OF ORGANIZATION (check all that apply)

Faith-based
 Healthcare/Mental health
 Higher education
 Native American
 Special education
 State/local government
 Vocational training
 State Workforce Agency/ American Job Center /Workforce Development Board
 Other:

M. PREFERRED IMPAIRMENT GROUPS SERVED

Check all that apply, but limit to those impairment groups you are prepared to serve, and provide necessary accommodations, since this information will appear in the online EN Directory and you may contacted by beneficiaries with the impairments you list.

Cognitive impairments, e.g., Down's Syndrome, autism, organic brain syndromes, developmental disabilities (including ADD and ADHD)
 Hearing impairments
 Physical impairments
 Psychiatric impairments, e.g., psychotic, depressive, manic, bipolar, anxiety and/or personality disorders (including eating disorders)
 Visual impairments
 Other:

N. **Business Models/Services**

An EN may serve Ticketholders under as many as three different business models. Only one model is permitted per TPA.

ENs operating under either the Traditional or Administrative models may assign the Tickets of Ticketholders who they subsequently employ. However, when Traditional and Administrative ENs employ a Ticketholder, they must submit a separate RFA to become an Employer EN.

Select the **one** business model below that is applicable along with the services you will provide. Check only those services you are prepared to offer, since this information will appear in the online EN Directory and Ticketholders may contact you seeking the services you list. Every EN must have the capability to provide or arrange for the delivery of services to beneficiaries throughout the EN's selected service area. At a minimum, these services shall include career planning, and ongoing employment support.

1. **Traditional Model**

Benefits counseling (If selected, you must submit the Work Incentive training certificate with the RFA.)

Career planning (see Part III—Section 1.A.3)

Entrepreneurship

Direct Job Placement (i.e. agreement with a pool of employers to place Ticketholders in jobs)

Job Placement Assistance (see Part III—Section 1.A.3)

Ongoing employment support/job retention (see Part III—Section 1.A.3)

Special language capability (including Braille services and sign language)

Please List:

Transitional youth services

Veterans services

Virtual services (services delivered primarily on line or by telephone)

Other:

*PART V – EN APPLICATION DOCUMENTATION REQUIREMENTS***2. Employer Model**

Employment, i.e., hiring assigned Ticketholders to work for EN or serving as an employer's agent (see Part III—Section 1.B.2.c. (3).ii)

Direct Job Placement (i.e. agreement with a pool of employers to place Ticketholders in jobs)

Job placement assistance services (see Part III—Section 1.A.3)

Ongoing employment support/job retention (see Part III—Section 1.A.3)

Special language capability (including Braille services and sign language)

Please List:

Transitional youth services

Veterans services

Virtual services (services delivered primarily on line or by telephone)

Other:

3. Administrative Model i.e., serve as EN of record for a network of affiliate service providers (see Part III—Section 1.B.2.c. (3).iii).

Benefits counseling

Career planning (see Part III—Section 1.A.3)

Entrepreneurship

Direct Job Placement (i.e. agreement with a pool of employers to place Ticketholders in jobs)

Job placement assistance services (see Part III—Section 1.A.3)

Ongoing employment support/job retention (see Part III—Section 1.A.3)

Special language capability (including Braille services and sign language)

Please List:

PART V – EN APPLICATION DOCUMENTATION REQUIREMENTS

Transitional youth services

Veterans services

Virtual services (services delivered primarily on line or by telephone)

Other:

O. **EN PAYMENT SYSTEM ELECTION**

(Reference Part III--Section 5.A, of this document) The applicant shall select **one** of following payment systems:

Milestone-outcome payment

Outcome payment

P. **EN QUALIFICATIONS** (Reference Part III--Section 1.C of this document)

NOTE: Workforce entities (Workforce Boards, American Job Centers, One-stop delivery systems) established under subtitle B of Title I of the Workforce Investment Act of 1998 (29 U.S.C. 2811 et seq.) and organizations administering VR Services Projects for American Indians with Disabilities authorized under section 121 of part C of the Rehabilitation Act of 1973, as amended (29 U.S.C. 720 et seq.) are deemed to have met all requirements under Part III--Section 1, of this RFA.

1. The undersigned is submitting **one** of the following as evidence of qualifications to provide EN services for SSA:

a copy of a current license or certification to provide employment services, VR services or other support services in the State(s) of _____ ;

- OR -

in the absence of a licensing or certification requirement in the State(s) shown above, I am submitting the following documentation:

a copy of a current certification or accreditation from a national rehabilitation and employment services accrediting body that establishes qualifications to provide or arrange for the provision of employment services, VR services or other support services;

- OR -

PART V – EN APPLICATION DOCUMENTATION REQUIREMENTS

proof of a contract or an equivalent vendor agreement with a Federal agency, State VR agency (SVRA) or other State agency, or a grant from either a public or private entity, to provide employment, VR or other support services.

2. **In addition to** the documentation requested above, the undersigned is submitting:

a business plan that describes how the applicant meets/will meet the requirements for award of an EN TPA

- AND -

names, addresses and qualifications of any subcontractors/provider partners that the EN plans to use to provide EN services under this TPA.

Q. BUSINESS PLAN

The applicant shall prepare a business plan **using the format below** to describe how the applicant will meet the requirements for award of an EN TPA, including providing the services and supports necessary for a Ticketholder’s achievement of self-sufficiency through work. Be sure to respond to each requested item. Indicate “Not Applicable” for those items that do not apply to your organization. The completed template will satisfy the business plan requirement. **The offer shall submit no other documentation other than that requested below.** Please provide an answer to each item below using a separate attachment. See Part III--Section 1.B.2 of this RFA for guidance in completing each section.

a. Organization Description

1. Provide a brief history of your organization.
2. Explain your organization’s mission.
3. Summarize your organization’s accomplishments.
4. Describe your organization’s corporate structure including all subsidiaries, subcontractors, and provider partners.
5. Attach a copy of your organization chart.
6. Attach resumes of your key staff, including contact information.
7. Provide your organization’s website address.

b. Description of Programs, Services and Supports

1. Describe the programs, services and supports your organization offers, and explain their relevance to the goals of the Ticket Program as explained in the introduction under Part III (Statement of Work) of this RFA.
2. Describe your organization’s facilities.
3. Describe your organization’s client/customer base.
4. Provide evidence that demonstrates your organization’s delivery of a significant level of employment services and supports, as well as the results of those services with respect to job achievement and retention by your clients.

PART V – EN APPLICATION DOCUMENTATION REQUIREMENTS

c. Changing Current Business Model to Meet the Requirements of this RFA

1. Describe in detail your current business model, including any anticipated changes to meet the requirements of this RFA.
2. Describe any changes in the numbers, knowledge, skills, abilities and training of your organization's staff.
3. Describe any changes in your organization's business policies.
4. Describe any changes in the services and supports currently provided by your organization to meet the requirements of this RFA.
5. Describe your organization's plans to:
 - (a) market to Ticketholders,
 - (b) develop individual work plans (IWPs),
 - (c) provide short-term and long-term supports to beneficiaries and
 - (d) protect sensitive Ticketholder information.
6. Does your organization plan to provide direct payments to beneficiaries as one of your services? **Yes** [] **No** []

If the answer is **YES**, explain the nature and distribution of these payments.
(see Part V—1.Q.e below)

d. Employer EN

1. Will you be serving as the Ticketholder's employer or employer's agent as explained in Part III--Section 1.B.2.c(3)ii of this RFA?
Yes [] **No** []
2. If you answered **YES**:
 - (a) identify the available jobs that are paying (or are expected to pay) wages at or above SGA-level into which your organization will be placing beneficiaries.
 - (b) describe how your organization will provide opportunities and necessary services and supports to enable Ticketholders to achieve and retain jobs that pay at or exceed SGA-level.
 - (c) provide evidence of any agreements you have or anticipate having with employers or employment agencies to refer prospective employees to them for a fee.

e. RESERVED

f. Administration of Out-sourced Service Delivery

1. Are the services offered by your organization provided primarily by subcontractors and/or provider partners as explained in Part III—Section 1.B.2.c(3)iii
Yes [] **No** []

PART V – EN APPLICATION DOCUMENTATION REQUIREMENTS

2. If you answered **YES**, please explain how you administer the service delivery arrangements/agreements.

g. Sustaining EN Operations

1. Describe your organization's current or anticipated contracts/grants.
2. Describe your current or anticipated funding streams.

R. INDEMNIFICATION AND LIABILITY INSURANCE

(Reference Part III--Section 1.A.8 and Part IV--Section 4 of this RFA)

1. The undersigned has read, understood, and agrees to comply with the requirements for indemnification and liability insurance under the EN program if awarded a TPA.

NOTE: **While *Workforce entities (Workforce Boards, American Job Centers, One-stop delivery systems)* established under subtitle B of Title I of the Workforce Investment Act of 1998 (29 U.S.C. 2811 et seq.), organizations administering VR Services Projects for American Indians with Disabilities authorized under section 121 of part C of the Rehabilitation Act of 1973, as amended (29 U.S.C. 720 et seq.) and instrumentalities of a State (or political subdivision of a State) must comply with the insurance requirements identified in Part IV--Section 3.E, of this document, they are exempt from submitting proof of insurance and completing Part V--Section 3.R.2-3 above.**

2. The undersigned is submitting proof of the following insurance:
(**Check all that apply**)

general liability insurance with a minimum coverage of \$500,000 per occurrence.

professional liability insurance with a minimum coverage of \$500,000 per occurrence.

medical liability insurance with a minimum coverage of \$500,000 per occurrence

3. As proof of current insurance coverage, the undersigned is submitting a:

certificate of insurance issued by the insurance company, agent or broker;

or

copy of the insurance policy.

S. EN EMPLOYEE SUITABILITY

In the course of providing services Ticketholders, ENs acquire, handle or have access to Ticketholder personally identifiable information (PII). Access to Ticketholder PII and the Ticket Portal shall be limited to authorized personnel who have received a favorable suitability determination from SSA and who need the information to perform their official duties in connection with SSA's Ticket Program. Consequently, the procedures governing background checks and suitability determinations set forth in Part III—Section 11.E and Part IV--Section 5 are applicable to **all** EN personnel and EN subcontractor/provider partner personnel who acquire, handle or have access to SSA Ticketholder PII in performing their duties under the TPA.

Following award of this agreement, the EN will provide the SSA/CPSPM and the ENService@ssa.gov an applicant listing of all individuals for whom the applicant is requesting a suitability determination; i.e., background investigation. (See Part IV--Section 5.F). No EN employees or EN subcontractor/provider partner personnel who will acquire, handle or have access to Ticketholder PII in the performance of their duties under this TPA are permitted to begin working under this TPA until they have received a favorable suitability determination from SSA.

Please list the names of all individuals for whom the applicant expects to request a suitability determination.

*PART V – EN APPLICATION DOCUMENTATION REQUIREMENTS***T. RESERVED****U. PAST EXPERIENCE AND PAST PERFORMANCE REFERENCES**

In assessing the applicant's performance, SSA will consider the Agency's experience working with the applicant through previous contracts and agreements, as well as the experience of other organizations for which the applicant has provided services.

The applicant shall provide three past performance references for existing and prior contracts for services similar in size, scope, and complexity to those described in Part III (Statement of Work) of this RFA.

All past performance references, both for Government and commercial contracts, shall include the following information:

- Contract/Project Title
- Contract/Project Number (if applicable)
- Period of Contract Performance
- Description of Services
- Client Name and address
- Client Point-of-Contact (including phone number and email address) for verification of past performance

V. SIGNATORY AUTHORITY

The signatory authority named below shall sign the agreement found in Part I of this RFA. As signatory authority, he or she is the sole EN official authorized to communicate with the OES on behalf of the EN on matters related to the terms and conditions of the EN TPA, including TPA changes. (See Part I and Part V--Section 2.H of this RFA).

Name (Printed):

Title:

Date:

Telephone #

FAX #

Email Address

SECTION 2: EN APPLICATION CHECKLIST

Prior to submitting your quotation, please ensure that you have included **all** of the following:

Part I—EN Ticket Program Agreement

Complete the necessary fill-ins and sign and date the Agreement (page 4).

**Part IV--Section 5 EN Security and Suitability Requirements
Documentation Requirements**

[] Submit suitability documentation for each of the listed EN and EN subcontractor/provider partner employees to SSA's Center for Personnel Security and Project Management (CPSPM) **immediately following award of the EN TPA. No EN or EN subcontractor/provider partner employee covered under this section will be permitted to begin work under this TPA until he or she has received a favorable suitability determination from SSA.**

Part V--EN Application Documentation Requirements**Section 1 EN Information Sheet**

Complete EN Information Sheet including:

SAM registration – Register in the SAM by entering your DUNS and banking information and completing the representations and certifications.

EN payment system election

EN qualifications requirements documentation

Business plan for service delivery

Proof of liability insurance

Past Performance References

PART VI—EN APPLICATION EVALUATION AND TPA AWARDS

The Government will evaluate applications by reviewing all documents submitted in accordance with *Part V, EN Application Documentation Requirements*. The Government reserves the right to evaluate other relevant aspects of the application, including information found in the applicant’s business plan and on the applicant’s website, as well as the applicant’s experience (including the experience of its subsidiaries, subcontractors, and provider partners) providing services to the Government.

SECTION 1: APPLICATION EVALUATION PROCESS

The Government will evaluate applicants on a Pass/Fail basis in each of the following three factors, using the following process:

PHASE I: Compliance with the RFA & Submission Requirements

Applicants will be evaluated on a Pass/Fail basis in accordance with the ratings below:

PASS – The application is fully compliant with the RFA submission requirements identified in Part V--Section 2: EN Applicant Checklist

FAIL – The application is not fully compliant with the RFA submission requirements identified in Part V--Section 2: EN Applicant Checklist

Applicants that do not receive a “PASS” rating in Phase I are not eligible for award. Only applicants receiving a “PASS” rating in Phase I will be evaluated further under Phase II.

PHASE II: Technical Qualifications

Applicants will be evaluated on their application’s technical acceptability with the RFA’s mandatory requirements on a Pass/Fail basis in accordance with the ratings below:

PASS – The services offered are fully acceptable and compliant with the technical requirements stated in Part III--Sections 1.A (General Qualifications) and 1.B (Specific Qualifications) and Part V--Section 2.Q (Business Plan).

FAIL - The services offered are not fully acceptable and compliant with the technical requirements stated in Part III--Sections 1.A (General Qualifications) and 1.B (Specific Qualifications) and Part V--Section 2.Q (Business Plan).

Applicants that do not receive a “PASS” rating in Phase II are not eligible for award. Only applicants receiving a “PASS” rating in Phase II will be evaluated further under Phase III.

PHASE III: Past Performance

The applicant’s past performance will be assigned a subjective risk assessment based on the references of those projects identified in the application AND any information obtained independently by SSA from a variety of public and private sources, including SSA’s experience working with the applicant in previous contracts and agreements.

PASS/NEUTRAL RISK – No performance record identifiable/available.

PASS/LOW RISK - Based on the applicant’s performance record, little doubt exists that the applicant will successfully perform the required effort.

PASS/MODERATE RISK - Based on the applicant’s performance record, some doubt exists that the applicant will successfully perform the required effort but routine SSA oversight of the EN’s performance should preclude any problems.

FAIL/HIGH RISK - Based on the applicant’s performance record, substantial doubt exists that the applicant will successfully perform the required effort.

Applicants that receive a “FAIL/HIGH RISK” rating in Phase III are not eligible for award.

SECTION 2: TPA AWARD PROCESS

The Government will award EN TPAs resulting from this RFA to those applicants that received a “PASS” evaluation rating for all evaluation factors. A written notice of TPA award mailed or otherwise furnished to an applicant within the time for acceptance specified in the RFA, shall result in an active TPA without further action by either party.

SSA will email a denial notice to applicants whose applications do not receive a “PASS” evaluation rating for all evaluation factors. Applicants whose applications are denied will not be permitted to submit another application for a period of 180 days following the date of SSA’s denial notice.

SSA will not make a final evaluation on any application that is incomplete or nonresponsive to the requirements of the RFA. All applications will have a 60-day life from the date received by SSA, unless extended by SSA. SSA may close out without a determination any application that is deemed incomplete or nonresponsive at the conclusion of the 60-day period. Applicants whose applications are deemed incomplete or nonresponsive will not be permitted to submit another application for a period of 180 days following the expiration of the application period.