



OKLAHOMA
Rehabilitation Services

COMMISSION FOR REHABILITATION SERVICES

Commissioners Theresa Flannery, Wes Hilliard and
Jace Wolfe

Regular Meeting

December 14, 2020

Department of Rehabilitation Services
3535 NW 58th Street, Suite 200
Oklahoma City, OK 73112

Empowering Oklahomans with Disabilities

State of Oklahoma
Commission for Rehabilitation Services
December 14, 2020
10:30 a.m.

Oklahoma Department of Rehabilitation Services
3535NW 58th Street, Suite 200
Oklahoma City, OK 73112

Wes Hilliard, Commission Chair
Theresa Flannery, Commission Vice-chair
Jace Wolfe, Commission Member

- | | | |
|----|--|----------------------|
| 1. | Call to Order and Roll Call | Wes Hilliard, Chair |
| 2. | Statement of Compliance with Open Meeting Act | Commission Assistant |
| 3. | Public Comments. <i>(Under Oklahoma Open Meeting Laws, the Oklahoma Commission for Rehabilitation Services cannot respond to or discuss any public comment not on today's agenda.)</i> | Public Audience |

REPORTS

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|----|---|---------------------------------------|---|
| 4. | Presentation of The Oklahoma Commission for Rehabilitation Services 2020 Award. | Wes Hilliard
Chair | |
| 5. | Presentation of Executive Director's Award | Melinda Fruendt
Executive Director | |
| 6. | Presentation of Certificates of Appreciation. | Melinda Fruendt
Executive Director | |
| 7. | Presentation of Longevity Certificate. | Wes Hilliard
Chair | |
| 8. | Executive Director's report with possible Commission discussion. The report includes Executive Director's participation in meetings; updates on Process Improvement which Includes federal reporting, AWARE, Case Reviews; and Program Standards, Statistical Research. | Melinda Fruendt
Executive Director | 2 |

9.	Priority Group Updates with possible Commission discussion. Report includes current status of all Priority Groups I, II and III. Financial Status FY 20 report as of October 31, 2020 and FY 21 as of October 31, 2020 with possible Commission discussion.	Tracy Brigham Director of Services to the Blind and Visually Impaired	
10.	Financial report with possible Commission discussion, as of October 31, 2020. The activity report has current FTE status.	Kevin Statham Chief Financial Officer	5
11	Personnel Activity report with possible Commission discussion, as of November 30, 2020. The activity report has current FTE status.	Tom Patt, Director Human Resource	20
12.	Oklahoma School for the Blind Report with possible Commission discussion. This report Includes distance learning procedures, and instructional and student activities held on campus.	Rita Echelle Superintendent	26
13.	Services for the Blind and Visually Impaired Report with possible Commission discussion. The report Includes updates on Field Services, Business Services program, OLBH and Transition, Business Enterprise Program, and her activity highlights.	Tracy Brigham Director of SVBI	29
14.	Proposed Administrative Rule Revisions, 2020-2021 Rule Cycle, with possible Commission discussion.	Tina Calloway Administrative Programs Officer	35

ACTION ITEMS

15.	Review and discussion with possible vote for approval of the November 9, 2020 Commission for Rehabilitation Services regular meeting minutes.	Wes Hilliard, Chair	212
16.	Legislative report with possible Commission discussion and approval of DRS legislative bill requests.	Kevin Nelson Legislative Liaison	217
17.	Review and discussion with possible vote for approval on Revised FY 2021 Expenditure Limits.	Kevin Statham Chief Financial Officer	219

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|-----|---|---|-----|
| 18. | Review and discussion with possible vote for approval of the Proposed interpreter rate increase. | LV Berglund
ICRC Program
Specialist | 221 |
| 19. | Review and discussion with possible vote for approval of the November 2020 donations to the Oklahoma Library for the Blind and Physically Handicapped. | Kevin Treese
Program Manager | 223 |
| 20. | Review and discussion with possible vote for approval of the November 2020 donations to the Oklahoma School for the Blind. | Rita Echelle
Superintendent | 225 |
| 21. | Review and discussion with possible vote for approval of the November 2020 donations to the Oklahoma School for the Deaf. | Chris Dvorak
Superintendent | 227 |
| 22. | New Business (“Any matter not known about or which could not have been reasonably foreseen prior to the time of posting.” 25 O.S. § 311). | Wes Hilliard, Chair | |
| 23. | Announcements
Oklahoma Department of Rehabilitation
Services
3535 NW 58 th Street, Suite 200
Oklahoma City, OK 73112
Monday, January 11, 2020 at 10:30 | Wes Hilliard, Chair | |
| 24. | Adjournment | Wes Hilliard, Chair | |

EXECUTIVE DIRECTOR'S REPORT

Oklahoma Department of Rehabilitation Services
EXECUTIVE DIRECTOR REPORT
December 14, 2020

Executive

November 9-13 – Director and staff participated in the Fall Conference for CSAVR.

November 13 – Director and Pepper Watson were asked by Oklahoma Able Tech to serve on a cohort from 2020-2024 regarding Accessible Educational Materials, this was the kickoff meeting.

November 13 – Stephanie Roe (in place of director) participated in the Governor's Council on Workforce and Economic Development meeting.

November 18 – Director and staff participated in the VR/SBVI Performance Team meeting.

November 18 – DRS Executive Team had a special meeting on the protocol for high risk gatherings. Protocol was then shared with DRS staff.

November 19-20 – Director and Executive Team members attended the Oklahoma Virtual Government Summit.

November 19 – Director and OSD team members participated in a State Department of Education deaf education advisory committee meeting.

December 2 – Director, Kevin Statham and Randy Weaver joined the DDS Executive Team in a tour at DDS with Secretary Brown.

December 1 – Director and Jody Harlan participated in an interview with Gary Shutt regarding DRS Communications.

December 2 – Director participated in a Cross-Cabinet meeting between HEC and Workforce.

December 3 – Director, Mark Kinnison, and Tracy Brigham participated in the CSAVR Equity and Inclusion meeting.

December 4 - Director participated in the HEC Meeting.

December 9 – Director participated in the State Workforce Leaders meeting.

December 10 – Director presented during the DDS End of Year program.

December 11 – Director participated in the OCCY meeting.

Process Improvement – Lyuda Polyun Federal Reporting

RSA911 PY20 Q1 was submitted.

AWARE

The AWARE team continues work on the attachment migration process with Alliance.

A new version of AWARE has been installed. With this version comes a new feature that allows us to report some staff activities provided in the RSA-911 that were previously either not reported or underreported.

The AWARE team assisted in resolving errors so that the RSA-911 for the first quarter of PY 2020 was successfully submitted.

We continue to work with the Training Unit to develop training materials that will be provided to field staff in the near future.

Case Review

The QA team continue to monitor closed cases; both successful and unsuccessful, for Federal compliance. Approximately 82 cases were reviewed for the month of November with continued improvement noted in case documentation.

Team members attended the free virtual 13th Annual Summit Conference, November 3rd- November 6th on *Performance Management Excellence*. The Summit explored new and proven paths to excellence in performance management and quality assurance in the state vocational rehabilitation system and was extremely informative while providing resources to access on line.

Geographical and audit count spreadsheets (tools used by Case Review Specialists) were updated to reflect current changes recently implemented regarding office supervision and re-location of VR staff.

Program Standards, Statistical Research

The client Covid-19 surveys went out via e-mail or the US postal service in late November. The phone portion of the survey began in early December. Responses will be accepted through the end of December, with analysis beginning in January of 2021.

The research staff continue to work with the AWARE team on the RSA-911 data validity project.

***Respectfully submitted by
Melinda Freundt, Executive Director***

FINANCIAL STATUS REPORT

Department of Rehabilitation Services Financial Status Report FY 20

As of October 31, 2020

		2020		2021		2020		2021	
		% of Total		Expenditures in		% Expended		% Used	
		Budget	Budget	Expenditures	FY 2021	Expenditures	Encumbrances	Encumbrances	% Used
Personnel		79,600,021.00	43.7%	70,085,906.84	371,838.75	301,941.69	88.5%	301,941.69	88.9%
Travel		1,154,966.00	0.6%	777,936.74	22,260.64	28,286.94	69.3%	28,286.94	71.7%
General Operating		52,467,586.12	28.8%	15,237,854.69	1,890,201.55	5,462,101.12	32.6%	5,462,101.12	43.1%
Office Furniture & Equipment		2,058,012.00	1.1%	1,026,966.52	256,080.86	168,422.00	62.3%	168,422.00	70.5%
Client / General Assistance		38,987,109.00	21.4%	28,487,281.77	1,853,242.09	3,705,244.07	77.8%	3,705,244.07	87.3%
Indirect Cost		8,008,826.88	4.4%	8,008,826.88	0.00	0.00	100.0%	0.00	100.0%
Total		182,276,521.00	100.0%	123,624,773.44	4,393,623.89	9,665,995.82	70.2%	9,665,995.82	75.5%

Department of Rehabilitation Services Financial Status Report FY 20

As of October 31 , 2020

All Programs						
Vocational Rehabilitation and Services for the Blind and Visually Impaired						
	Budget	% of Total Budget	2020		2021	
			Expenditures	Expenditures in FY 2021	% Expended	Encumbrances % Used
Personnel	26,049,157.00	27.2%	21,739,950.43	79,621.27	83.8%	191,210.08 84.5%
Travel	812,000.00	0.8%	589,279.02	10,204.47	73.8%	1,245.00 74.0%
General Operating	35,158,370.67	36.7%	5,992,780.91	531,963.64	18.6%	2,061,555.26 24.4%
Office Furniture & Equipment	1,270,683.00	1.3%	751,189.39	121,890.50	68.7%	0.00 68.7%
Client / General Assistance	29,242,404.00	30.6%	21,426,702.61	1,518,454.52	78.5%	1,701,858.20 84.3%
Indirect Cost	3,174,316.33	3.3%	3,174,316.34	0.00	100.0%	-0.01 100.0%
Total	95,706,931.00	100.0%	53,674,218.70	2,262,134.40	58.4%	3,955,868.53 62.6%

Vocational Rehabilitation Grant						
	Budget	% of Total Budget	2020		2021	
			Expenditures	Expenditures in FY 2021	% Expended	Encumbrances % Used
Personnel	23,333,105.00	35.5%	19,384,420.25	38,065.57	83.2%	76,405.52 83.6%
Travel	784,000.00	1.2%	565,732.39	9,641.36	73.4%	1,245.00 73.5%
General Operating	9,325,294.52	14.2%	5,564,918.17	471,679.46	64.7%	1,879,627.06 84.9%
Office Furniture & Equipment	1,015,000.00	1.5%	610,608.77	98,624.31	69.9%	0.00 69.9%
Client / General Assistance	28,386,559.00	43.2%	21,016,999.67	1,508,493.80	79.4%	1,393,104.35 84.3%
Indirect Cost	2,925,069.48	4.4%	2,925,069.48	0.00	100.0%	0.00 100.0%
Total	65,769,028.00	100.0%	50,067,748.73	2,126,504.50	79.4%	3,350,381.93 84.5%

Department of Rehabilitation Services Financial Status Report FY 20

As of October 31 , 2020

All Programs		2020		2021		%		%	
Oklahoma School for the Blind		Expenditures		Expenditures in		Expended		Encumbrances % Used	
	Budget	% of Total Budget	Expenditures	FY 2021	FY 2021	%	%	%	%
Personnel	6,240,012.00	72.4%	5,791,205.10	26,289.10	93.2%	13,000.95	93.4%		
Travel	71,066.00	0.8%	56,413.72	10,735.36	94.5%	0.00	94.5%		
General Operating	1,288,208.87	14.9%	714,073.18	66,971.15	60.6%	306,410.07	84.4%		
Office Furniture & Equipment	366,000.00	4.2%	87,705.12	29,350.37	32.0%	153,138.00	73.8%		
Client / General Assistance	73,934.00	0.9%	40,883.63	137.00	55.5%	0.00	55.5%		
Indirect Cost	584,542.13	6.8%	584,542.13	0.00	100.0%	0.00	100.0%		
Total	8,623,763.00	100.0%	7,274,822.88	133,482.98	85.9%	472,549.02	91.4%		

Department of Rehabilitation Services Financial Status Report FY 20

As of October 31 , 2020

All Programs		2020		2021		%		%	
Oklahoma School for the Deaf		Expenditures		Expenditures in		Expended		Encumbrances % Used	
	Budget	% of Total Budget	Expenditures	FY 2021	%	%	%	%	%
Personnel	7,620,304.00	51.4%	6,797,265.27	51,972.44	89.9%	12,055.60	90.0%		
Travel	64,900.00	0.4%	35,027.02	2.60	54.0%	120.67	54.2%		
General Operating	5,304,993.88	35.8%	1,881,981.53	535,464.29	45.6%	209,822.54	49.5%		
Office Furniture & Equipment	265,329.00	1.8%	133,874.21	99,598.95	88.0%	0.00	88.0%		
Client / General Assistance	856,771.00	5.8%	371,517.56	105,226.85	55.6%	66,987.56	63.5%		
Indirect Cost	713,015.12	4.8%	713,015.12	0.00	100.0%	0.00	100.0%		
Total	14,825,313.00	100.0%	9,932,680.71	792,265.13	72.3%	288,986.37	74.3%		

Department of Rehabilitation Services Financial Status Report FY 20

As of October 31 , 2020

		All Programs				
		Disability Determination Services				
	Budget	% of Total Budget	2020		Encumbrances	% Used
			Expenditures	Expenditures in FY 2021		
Personnel	32,683,858.00	63.7%	29,406,936.46	173,697.13	51,605.50	90.7%
Travel	143,000.00	0.3%	49,930.86	1,099.03	22,672.27	51.5%
General Operating	6,036,694.05	11.8%	3,847,515.48	235,646.18	1,605,941.89	94.2%
Office Furniture & Equipment	91,000.00	0.2%	27,444.15	0.00	15,284.00	47.0%
Client / General Assistance	8,814,000.00	17.2%	6,648,177.97	229,423.72	1,936,398.31	100.0%
Indirect Cost	3,531,447.95	6.9%	3,531,447.95	0.00	0.00	100.0%
Total	51,300,000.00	100.0%	43,511,452.87	639,866.06	3,631,901.97	93.1%

Department of Rehabilitation Services Financial Status Report FY 20

As of October 31 , 2020

All Programs		2020		2021		%		%	
DRS Support Services		Expenditures		Expenditures in		Expended		Encumbrances % Used	
	Budget	% of Total Budget	Expenditures	FY 2021	FY 2021	%	%	%	%
Personnel	7,006,690.00	59.3%	6,350,549.58	40,258.81	40,258.81	91.2%	34,069.56	91.7%	
Travel	64,000.00	0.5%	47,286.12	219.18	219.18	74.2%	4,249.00	80.9%	
General Operating	4,679,318.65	39.6%	2,801,503.59	520,156.29	520,156.29	71.0%	1,278,371.36	98.3%	
Office Furniture & Equipment	65,000.00	0.5%	26,753.65	5,241.04	5,241.04	49.2%	0.00	49.2%	
Client / General Assistance	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.0%	
Indirect Cost	5,505.35	0.0%	5,505.35	0.00	0.00	100.0%	0.00	100.0%	
Total	11,820,514.00	100.0%	9,231,598.29	565,875.32	565,875.32	82.9%	1,316,689.92	94.0%	

Department of Rehabilitation Services Financial Status Report FY 20

As of October 31 , 2020

Personnel
Salary Expense
Insurance Premium -Health-Life, etc
FICA-Retirement Contributions
Travel
Travel - Agency Direct
Travel - Reimbursements
General Operating
AFP Encumbrances
Bond Indebtness and Expenses
Buildings-Purchase, Construction and Renovation
General Operating
Inter/Intra Agency Payment for Personal Services
Maintenance & Repair
Miscellaneous Administration Fee
Professional Services
Production, Safety, Security
Refunds, Indemnities, Restitution
Rent Expense
Scholarships, Tuition and Other Incentive-Type Payments
Shop Expense
Specialized Supplies & Materials
Office Furniture & Equipment
Library Equipment & Resources
Office Furniture & Equipment
Client / General Assistance
Social Service and Assistance Payments
Indirect Cost

Department of Rehabilitation Services Financial Status Report FY 21

As of October 31 , 2020

All Programs Agency Summary

	% of Total		%		%	
	Budget	Budget	Expenditures	Expended	Encumbrances	% Used
Personnel	82,373,230.00	51.8%	23,460,695.31	28.5%	57,938,617.92	98.8%
Travel	1,005,074.00	0.6%	54,980.41	5.5%	54,287.25	10.9%
General Operating	26,939,021.00	16.9%	3,961,104.00	14.7%	17,803,529.98	80.8%
Office Furniture & Equipment	1,679,499.00	1.1%	204,381.06	12.2%	203,193.23	24.3%
Client / General Assistance	37,760,458.00	23.7%	7,868,490.85	20.8%	27,129,870.19	92.7%
Indirect Cost	9,365,089.00	5.9%	2,695,020.49	28.8%	6,670,068.51	100.0%
Total	159,122,371.00	100.0%	38,244,672.12	24.0%	109,799,567.08	93.0%

Department of Rehabilitation Services Financial Status Report FY 21

As of October 31 , 2020

All Programs						
Vocational Rehabilitation and Services for the Blind and Visually Impaired						
	% of Total		%			
	Budget	Budget	Expenditures	Expended	Encumbrances	% Used
Personnel	25,028,962.00	36.2%	7,078,462.09	28.3%	17,945,088.44	100.0%
Travel	753,200.00	1.1%	41,657.62	5.5%	1,700.00	5.8%
General Operating	9,905,307.00	14.3%	1,698,378.54	17.1%	7,306,283.42	90.9%
Office Furniture & Equipment	980,494.00	1.4%	32,198.63	3.3%	50,765.00	8.5%
Client / General Assistance	28,560,601.00	41.4%	5,887,857.51	20.6%	20,152,077.07	91.2%
Indirect Cost	3,826,403.00	5.5%	1,027,299.27	26.8%	2,799,103.73	100.0%
Total	69,054,967.00	100.0%	15,765,853.66	22.8%	48,255,017.66	92.7%

Vocational Rehabilitation Grant						
	% of Total		%			
	Budget	Budget	Expenditures	Expended	Encumbrances	% Used
Personnel	22,322,425.00	34.7%	6,326,712.82	28.3%	15,990,296.77	100.0%
Travel	732,200.00	1.1%	39,655.34	5.4%	1,700.00	5.6%
General Operating	9,083,658.00	14.1%	1,578,431.49	17.4%	6,666,196.53	90.8%
Office Furniture & Equipment	794,400.00	1.2%	17,663.04	2.2%	26,812.39	5.6%
Client / General Assistance	27,916,667.00	43.4%	5,772,030.33	20.7%	19,811,802.37	91.6%
Indirect Cost	3,548,140.00	5.5%	941,258.54	26.5%	2,606,881.46	100.0%
Total	64,397,490.00	100.0%	14,675,751.56	22.8%	45,103,689.52	92.8%

Department of Rehabilitation Services Financial Status Report FY 21

As of October 31 , 2020

All Programs		Oklahoma School for the Blind				
	% of Total		%			
	Budget	Budget	Expenditures	Expended	Encumbrances	% Used
Personnel	6,376,484.00	70.4%	1,941,476.60	30.4%	4,385,033.22	99.2%
Travel	53,000.00	0.6%	3,415.09	6.4%	0.00	6.4%
General Operating	1,645,377.00	18.2%	433,691.31	26.4%	1,150,831.21	96.3%
Office Furniture & Equipment	265,200.00	2.9%	43,071.82	16.2%	57,376.35	37.9%
Client / General Assistance	73,000.00	0.8%	5,303.67	7.3%	0.00	7.3%
Indirect Cost	642,964.00	7.1%	215,955.56	33.6%	427,008.44	100.0%
Total	9,056,025.00	100.0%	2,642,914.05	29.2%	6,020,249.22	95.7%

Department of Rehabilitation Services Financial Status Report FY 21

As of October 31 , 2020

All Programs		Oklahoma School for the Deaf				
	% of Total		%			
	Budget	Budget	Expenditures	Expended	Encumbrances	% Used
Personnel	7,819,120.00	49.2%	2,288,732.95	29.3%	5,536,095.67	100.1%
Travel	40,974.00	0.3%	3,415.88	8.3%	300.00	9.1%
General Operating	6,586,287.00	41.5%	267,255.92	4.1%	3,773,885.33	61.4%
Office Furniture & Equipment	328,459.00	2.1%	103,635.21	31.6%	95,051.88	60.5%
Client / General Assistance	312,857.00	2.0%	61,488.29	19.7%	77,634.50	44.5%
Indirect Cost	791,297.00	5.0%	231,043.19	29.2%	560,253.81	100.0%
Total	15,878,994.00	100.0%	2,955,571.44	18.6%	10,043,221.19	81.9%

Department of Rehabilitation Services Financial Status Report FY 21

As of October 31 , 2020

All Programs		Disability Determination Services				
	% of Total		%			
	Budget	Budget	Expenditures	Expended	Encumbrances	% Used
Personnel	36,322,769.00	65.7%	10,054,915.60	27.7%	25,343,801.91	97.5%
Travel	104,900.00	0.2%	4,503.35	4.3%	52,287.25	54.1%
General Operating	5,918,090.00	10.7%	1,017,036.65	17.2%	3,691,617.52	79.6%
Office Furniture & Equipment	59,432.00	0.1%	6,951.34	11.7%	0.00	11.7%
Client / General Assistance	8,814,000.00	15.9%	1,913,841.38	21.7%	6,900,158.62	100.0%
Indirect Cost	4,098,309.00	7.4%	1,219,047.75	29.7%	2,879,261.25	100.0%
Total	55,317,500.00	100.0%	14,216,296.07	25.7%	38,867,126.55	96.0%

Department of Rehabilitation Services Financial Status Report FY 21

As of October 31 , 2020

All Programs		DRS Support Services				
	% of Total		%			
	Budget	Budget	Expenditures	Expended	Encumbrances	% Used
Personnel	6,825,895.00	69.5%	2,097,108.07	30.7%	4,728,598.68	100.0%
Travel	53,000.00	0.5%	1,988.47	3.8%	0.00	3.8%
General Operating	2,883,960.00	29.4%	544,741.58	18.9%	1,880,912.50	84.1%
Office Furniture & Equipment	45,914.00	0.5%	18,524.06	40.3%	0.00	40.3%
Client / General Assistance	0.00	0.0%	0.00	0.0%	0.00	0.0%
Indirect Cost	6,116.00	0.1%	1,674.73	27.4%	4,441.27	100.0%
Total	9,814,885.00	100.0%	2,664,036.91	27.1%	6,613,952.45	94.5%

Department of Rehabilitation Services Financial Status Report FY 21

As of October 31 , 2020

Personnel
Salary Expense
Insurance Premium -Health-Life, etc
FICA-Retirement Contributions
Travel
Travel - Agency Direct
Travel - Reimbursements
General Operating
AFP Encumbrances
Bond Indebtness and Expenses
Buildings-Purchase, Construction and Renovation
General Operating
Inter/Intra Agency Payment for Personal Services
Maintenance & Repair
Miscellaneous Administration Fee
Professional Services
Production, Safety, Security
Refunds, Indemnities, Restitution
Rent Expense
Scholarships, Tuition and Other Incentive-Type Payments
Shop Expense
Specialized Supplies & Materials
Office Furniture & Equipment
Library Equipment & Resources
Office Furniture & Equipment
Client / General Assistance
Social Service and Assistance Payments
Indirect Cost

PERSONNEL

ACTIVITY

REPORT

PERSONNEL ACTIVITY REPORT AS OF NOVEMBER 30, 2020

FILLED AND VACANT POSITIONS

Personnel Activity = 49 vacant positions filled / 22 positions in Announcement or Selection Process

Division	Title/PIN	Date Vacated	Location	Begin date	End date	Ann. #	Action/Incumbent	Date Filled
		9/1/2019					Ariel Wigington	
		3/1/2017					Annalise Bourn	
		11/1/2019					Michael Dean	
		7/8/2014					Katrina Jones	
		7/20/2017					Sierra Jackson	
		2/3/2017					Deidra Hodge	
		12/12/2019					Gregory Dickson	
		11/1/2019					Kimberly	
		1/1/2019					Fassnacht	
		6/1/2017					April Francis	
		3/1/2015					Ariel Owens	
		9/1/2019					Aubrey Ohmann	
		2/2/2015					Blake Conner	
		10/8/2016					Briana Reed	
		6/1/2017					Casey Druga	
		3/4/2020					Cody Cantrell	
		11/1/2019					Coletta Webster	
		7/30/2019					Emily Sarani	
		3/25/2017					Jason Ragland	
		3/1/2015					Jenny Sager	
		10/5/2017					Julie Wright	
		5/1/2020					Lakeisha	
		3/13/2020					Matthews-Tendle	
		10/1/2018					Lashandra Craig	
		7/1/2016					Leah Richards	
		4/1/2017					Lonna Thompson	
		11/2/2016					Mandy Brixey	
		7/6/2016					Melissa Scott	
		11/2/2019					Melissa Walls	
		8/11/2016					Miranda Pollard	
		9/1/2017					Nick Barlas	12/1/2020
		1/1/2020	DDS	09/02/2020	11/3/2020	21-020	Phillip Shalver	

Disability Determination Specialist
/ 0162, 1278,0144,1336,
1279,1274,1244,0042,0536,1259,
1338,1379,1200,0335,0136,1308,
0566,0025,0208,1331,1276,0584,
1269,1335,1329,0519,1385,1382,
0960,0340,0297,1008,0670,1119,
1186,1378,1337,1381,1386,0683,
1109,0406,0068,0818,1198,
1322,1262,1306

Raechelle Daniels
 Rebekka Breeden
 Tasha Garton
 Troya Clark
 William Lentz
 Zachery Thomas
 Tiffany Schneider
 Tiffany Hines
 Traci Montgomery
 Katrina Reed
 Sara Schornick
 Carla Jones
 Takesha McGee
 Andrew Perry
 Christopher
 Mason
 Emily Younger
 Kristopher Ellis
 Tomeika Burton

5/19/2016
 2/17/2015
 2/1/2019
 5/12/2018
 3/1/2015
 10/12/2018
 8/3/2016
 1/4/2017
 6/1/2019
 4/13/2017
 1/1/2020
 6/1/2017
 8/6/2019
 3/1/2015
 6/16/2014
 6/16/2014

OSB	Transportation Officer/Student Aide / 1084	12/4/2020	OSB	11/12/2020	12/03/2020	21-029	Currently Open
OSB	Independent Living Instructor / 0164	07/31/2020	OSB	06/15/2020	07/02/2020	20-097	Applicant List sent 07/07/2020
OSD	Direct Care Specialist / 0877	11/01/2020	OSD	12/1/2020	12/18/2020	21-025.1	Currently Open
OSD	Administrative Technician / 0088	08/25/2020	OSD	09/02/2020	09/08/2020	21-021	Applicant List sent 09/09/2020
OSD	Direct Care Specialist / 0115, 0028	09/01/2020, 09/01/2020	OSD	12/2/2020	12/21/2020	21-023.1	Currently Open
OSD	Teaching Assistant / 0060	08/01/2013	OSD	08/25/2020	08/31/2020	21-002.1	Applicant list sent 09/02/2020
OSD	Counselor I / 0247	08/14/2017	OSD	07/22/2020	Continuous	21-003	Currently Open
VR	Programs Manager / 0943	11/1/2020	VR12 – Lawton	11/05/2020	12/03/2020	21-027	Currently Open
VR	Vocational Rehabilitation Specialist / 0567	09/01/2020	VR67 – Tulsa	11/05/2020	11/25/2020	21-028	Applicant list sent 11/30/2020
VR	Vocational Rehabilitation Specialist / 0255	11/13/2020	VR23 – OKC	11/24/2020	Continuous	21-030	Currently Open
VR	Rehabilitation Technician / 0545	09/01/2020	VR86 –Ada	11/02/2020	11/13/2020	21-019.1	Applicant List Sent 11/17/2020

VR	Vocational Rehabilitation Specialist/ 0846	08/11/2020	VR19 – OKC VR07 – Durant	09/03/2020	Continuous	21-022	Danielle Williams	11/09/2020
VR	Vocational Rehabilitation Specialist / 0194	07/22/2020	Durant	08/24/2020	Continuous	21-006.1	Currently Open	
VR	Vocational Rehabilitation Specialist / 0627	07/08/2020	VR18 – Muskogee	09/15/2020	10/13/2020	21-007.1	Currently Open	
VR	Vocational Rehabilitation Specialist / 0044	08/15/2020	VR67 – Tulsa	10/19/2020	Continuous	21-015.1	Currently Open	
VR	Vocational Rehabilitation Specialist / 0438	11/16/2019	VR47 – OKC	09/29/2020	Continuous	20-078.2	Currently Open	
VR	Vocational Rehabilitation Specialist / 1077	10/01/2019	VR07 - Durant	11/06/2019	Continuous	20-050	Applicant list sent 08/18/2020	
SBVI	Business Manager / 0785	02/01/2020	SBVI 33 – BEP	08/04/2020	Continuous	21-009	Currently Open	
SBVI	Vending Operations Manager / 1486	05/28/2020	SBVI 33 – BEP	08/14/2020	Continuous	21-012	Currently Open	
SBVI	Vending Machine Technician / 0167	02/20/2020	SBVI 33 – BEP	08/31/2020	Continuous	21-014	Currently Open	
SBVI	Rehabilitation of the Blind Specialist / 0754	10/01/2018	SBVI 71- Idabel	05/29/2019	Continuous	19-043.3	Currently Open	
SBVI	Vending Facility Business Consultant / 0134	11/23/2019	SBVI 33 – OKC BEP	12/10/2019	Continuous	20-064	Currently Open	

Waiting for E-List = Waiting to receive electronic applicant log from HCM.

Pending Approval= Waiting for unclassified appointments to be approved by director and cabinet secretary to establish an effective date

NOTE:

RESIGNATIONS/RETIREMENTS/SEPARATIONS = 7

As of November 30, 2020

SUPPORT SERVICES DIVISION (Executive/MSD/FSD)

None

DIVISION OF VOCATIONAL REHABILITATION

Resignation = 1

1 = 25 days

SERVICES FOR THE BLIND AND VISUALLY IMPAIRED DIVISION

Resignation = 1

1 = 8 years

Retirement = 1

1 = 11 years 4 months

OKLAHOMA SCHOOL FOR THE BLIND

None

OKLAHOMA SCHOOL FOR THE DEAF

Resignation = 1

1 = 9 months

DISABILITY DETERMINATION SERVICES

Resignation = 3

1 = 5 years 7 months

1 = 10 years 10 months

1 = 4 years 4 months

CURRENT FTE STATUS

FY 2021

FTE as of November 30, 2020

<u>DIVISION</u>	<u>BUDGETED FTE</u>	<u>FILLED</u>	<u>PENDING</u>	<u>EXEMPT FTE</u>	<u>TOTAL FILLED PLUS PENDING MINUS EXEMPT FTE</u>
Support Services (Executive/MSD/FSD)	75.1	74.00	0.00	(1.00)	73.00
Vocational Rehabilitation	237.8	212.00	9.00	(4.00)	217.00
Services for the Blind and Visually Impaired	113.5	99.00	5.00	(3.00)	101.00
VR/SBVI-DP	2.00	2.00	0.00	(0.00)	2.00
Oklahoma School for the Blind	99.0	92.00	2.00	0.00	94.00
Oklahoma School for the Deaf	129.3	118.00	6.00	0.00	124.00
Total (NON-EXEMPT)	656.7	597.00	22.00	(8.00)	611.00
Disability Determination Services (EXEMPT)	394.3	325.00	0.00	(378.3)	325.00
TOTAL NON-EXEMPT & EXEMPT	1051.0	922.00	22.00	(386.3)	936.00

FY 21 Budgetary Limit = 1255

*** Authorized agency FTE limit does not include Executive Fellow and SWIP appointments**

ROUTING TO: Melinda Fruendt, Director
 Kevin Statham, Chief Financial Officer
 Randy Weaver, Chief of Operations
 Tom Patt, Human Resources Program Director
 Dana Tallon, Public Information Manager II
 Carol Brown, Executive Assistant
 Rosemarie Chitwood, Secretary V
 Brett Jones, Public Information Officer III

OKLAHOMA SCHOOL
FOR THE BLIND
REPORT

OKLAHOMA SCHOOL FOR THE BLIND
COMMISSION REPORT
December 1, 2020

Currently the School has eighty (80) students enroll and eighty-three (83) to eighty-four (84) are expected to be enrolled in January.

Oklahoma School for the Blind is currently implementing Distance Learning procedures from November 30 through January 7 to help mitigate Covid-19 risks. There are a limited number of students on campus due to their ages, career tech requirements, or because distance learning is not a good option for them. Prior to leaving on Thanksgiving break, students celebrated holiday festivities in their dormitories and received Christmas gifts from various sororities.

OSB held the first session of the Oklahoma VI Teacher's Institute (OVTI) on November 13th and 14th. Sixteen attendees come on site and five attended virtually. The participants were split into (2) groups and were provided training in (2) large open areas in order to allow for social distancing. Protocols regarding the use of masks, taking temperatures daily, and health screening questions were implemented. The (2) day trainings included Intro. to Visual Impairment where a variety of topics were covered such as Eye Diseases, "Eating Under the Blindfold", basic Orientation & Mobility techniques (sighted guide), Etiquette for Blind and Visually Impaired, and Braille Instruction. Participants were issued braille writers and textbooks and set up on Google Classroom / Meets for on-going virtual instruction and lessons for the upcoming months. This is the third year OSB has hosted the institute, and it is always exciting to meet a new cohort of students. Participants come from all over the state of Oklahoma. Due to COVID-19, the majority of trainings this year (ending in June 2021), will be provided virtually. Monthly live/interactive classroom sessions will be provided via Google Meets/ Zoom that are also recorded for later viewing. Braille sessions will be held in the same venue with weekly assignments. Instructors are always available via email to participants for assistance. There has been very good feedback / survey responses from participants. OSB appreciates the opportunity to provide this specialized training to teachers across the state and is honored to continue this partnership with Oklahoma State Department of Education.

OSB students and staff participated in White Cane Day festivities on October 22. They participated in a ceremonial walk at Civitan Park which is located directly across the street from OSB. The lower elementary students also participated that day in a Career Day which was held on campus grounds. OSB FCCLA class hosted a blood drive on November 17. Their quota was met and plans for a future drive is in the process.

The Oklahoma Foundation for the Education of Blind Children and Youth awarded mini grants to three OSB teachers: Cassie Shelton, Kim Thomas, and Christy Hargrove. The money will be used to purchase curriculum and other special materials for their classrooms.

Physical Education/Math Teacher, Tara Webb, was recognized as Teacher of the Day for KOTV Channel 6 News.

English Teacher, Laci Goins, was awarded \$500 from Arvest Bank for the fifth annual "We Love Teachers" campaign. This award will be used for supplies in her classroom.

Braille Teacher, Christy Hargrove, was recently recognized as Muskogee Phoenix Educator Spotlight.

During this stressful time of the COVID-19 pandemic, OSB Nursing Supervisor, Connie Merrill, has worked tirelessly to research, collaborate, and inform all necessary parties of COVID-19 issues. Mrs. Merrill has been diligent to provide accurate, timely information to all.

OSB will continue to provide the best education possible to its students even under difficult conditions. New innovative ways of delivering instruction have been discovered and teachers and students are learning how to access and share information through technology. It has been challenging for all, but growth will be inevitable.

During the past quarter, Superintendent has attended meetings with the following:

Oklahoma State Department of Education

Oklahoma Schools Advisory Council

Organization of Rural Oklahoma Schools

Oklahoma Able Tech

Muskogee Area Education Consortium

Oklahoma Associate of School Administrators

Oklahoma Partnership for School Readiness

Cooperative Council for Oklahoma School Administration

Oklahoma Department of Rehabilitation Services

Rita J. Echelle, OSB Superintendent

SERVICES FOR THE BLIND AND VISUALLY HANDICAPPED REPORT

SBVI Commission Report

December 14, 2020

Field Services:

SBVI 64, 65 and 59, under the direction of PM Chris Brannaman have been participating in a 6 week "Adjustment to Disability" series focusing on motivational interviewing to illicit change talk and focus on eliminating barriers. This was a virtual event, made up of both SBVI staff and clients; on average 10 to 13 participants with about half being staff in assistance to the group. Surveys conducted of participants have given high approval for having another session in the early spring late winter months.

Mr. Brannaman's unit also formed committees to focus on achieving PMP goals for counselors in service development and provision, as well as marketing our services to the public. The Service Development group is creating a Zoom training for clients as COVID continues to keep participants inside. We know that many clients have stated they don't know how to access online trainings with Zoom, so this concept is in the development stage and will be carried out on January 15th.

The Marketing committee is developing ways to reach their communities through virtual and other means, outside of the standard contacts required by counselor PMP's. This will heighten awareness in larger groups to assist counselors in meeting application goals set on PMP and services rendered by our agency. This is also scheduled to begin in January as it is still in development.

PM, Stacey Birchfield's unit resides in the southeastern area of the state. On November 12th, The Southern and Eastern Workforce Boards coordinated to host a virtual job fair for employers and potential employees in those geographic areas. The main point of contact from Workforce was Aubre McMichael. David Kemp, SBVI Counselor IV in Idabel, acted as the proctor for the event and hosted the Zoom sessions. Throughout the day, participants could join the ODRS meeting room to ask questions about eligibility criteria and services offered, as well as inquire about jobs with the DRS. Several participants were directed to the HCM state jobs website and encouraged to complete applications, upload resumes and compete for employment with the state. With the ongoing virus concerns and the public embracing of virtual meetings and conferences, this was a novel approach to hosting a career fair and we are happy that one of our SBVI staff played a vital role in the process.

PM's Tammie Jones and Cheryl Snow:

In the past, we have reported that some of the SBVI staff started a monthly Zoom support group for blind and visually impaired clients to connect and interact with each other to discuss relevant topics and to hopefully work on job search techniques. We are pleased to report that one of the clients who attended the support group, Christi Evans, has been able to secure employment with SYNQ3, a Colorado-based restaurant call center. She has recently been the subject of a DRS media release. This case exemplifies the true teamwork that occurs in our agency as she worked with a counselor, rehab teachers, an O&M Specialist and AT Specialists in order to achieve her goal of securing employment. She also had input

from Michelle Rudesill, who is a Benefits Planner with DRS to help her determine how going to work would affect her benefits.

The next Blindness Support Group, which has now been named Blooming from Blindness into a World of Possibilities, has been organized by Ani Severtsen and Debra Mendez and began December 7th at 2:00 PM. Information for accessing this Zoom support group was shared with clients of our Division.

One of the things that has evolved during our time teleworking is monthly or bi-monthly Zoom meetings of the rehabilitation teaching staff. This allows them time to meet to discuss such topics as blindness skills training, remote instruction techniques, new technology and other relevant items. The meetings have featured speakers such as Elyse Heinrich with Hadley Institute. She recently talked about the services that Hadley offers along with changes they have made over the last few months, which is information that all of our staff need in order to help provide these resources to our clients.

As the pandemic continues, staff have had to find alternative and innovative ways to market SBVI services. This is particularly difficult for our rehab teachers who work with many elderly blind citizens who reside in nursing and assisted living centers. Most of these facilities are still locked down and cannot have visitors. Marketing and outreach continues by mail.

We have recently completed training for 2 SBVI clients who wished to become Licensed Vendors in the BEP program. In an effort to continue promoting the program and grooming new Licensed Vendors, SBVI staff regularly conduct standardized assessments of potential trainees to determine their readiness to enter the training program. Since we cannot do this in groups at this time, the staff who administer the assessments have been working one-on-one with each applicant to assess their skills in computers, use of assistive technology, daily living skills and orientation and mobility. It is a slower process, but our staff recognize that we must continue to provide services while practicing and modeling safety in this unusual time of pandemic. (Both recent trainees have received their license and are currently working in the program.)

White Cane Safety Day – October 15, 2020:

National White Cane Safety Day on October 15th annually celebrates the achievements of people who are blind or visually impaired. This day has been set aside to celebrate all of the achievements of people who are blind or visually impaired, and the principal symbol of blindness and tool of independence, the white cane. In a “normal” year, in Oklahoma we celebrate this day by having public events throughout the state that bring awareness to people who use the white cane. This year, due to COVID, the Orientation and Mobility Specialists for SBVI needed to find a way to celebrate this day and bring awareness while also keeping in mind social distancing measures.

After collaboration, our group in conjunction with the DRS communications office, came up with the idea of interviewing several current or past SBVI clients regarding what the white cane means to them and how it impacts their lives. Videos of three clients were recorded for this purpose. On White Cane Awareness Day, these videos were released at pre-determined times throughout the day on all of the social media platforms available to DRS including: DRS home page, Facebook accounts of DRS, SBVI and OLBPH, Twitter and in “Breaking Barriers” on October 13th.

For future educational purposes, these videos have been made permanently accessible through creation of DRS "Awareness Day Pages" on the DRS home page. The titles of these three educational videos are "White Cane Awareness - It's called the white cane", "White Cane Awareness - It's just me and my cane", and "White Cane Awareness - Freedom to Achieve".

Business Services:

Six BSP staff completed Windmills Training to enable them to offer to businesses and DRS Staff. Since then, trainings on some Windmills modules have been conducted for MetaFund, Northeast Workforce, Eastern Workforce, Western Workforce and Southern Workforce. Windmills training was also provided to DRS Employment Contract Vendors during the ESS Unit Project Directors meeting. Windmills is training on disability awareness.

BSP held their annual unit training with DRS Professional Development on The 4 Cores of Credibility and 13 Behaviors of High Trust.

Fatos Floyd completed public relations engagements with the Employment & Training Alliance of Central Oklahoma in preparation for the OKDRS Business Summit 2020. Fatos was also appointed to the advisory committee for Rose State College.

OKDRS Virtual Business Summit was held on October 15 and was a success. Evaluation results were sent to DRS administration and the Commission.

Consumer trainings held: NewsLine Job Search for SBVI Counselors, SBVI Workshop for Women

Assisted Robb Carr (AbleTech) with a presentation on accessibility during OACEP's virtual conference.

BSP Tulsa hosted a Project Search Webinar for Oklahoma businesses.

Enid, Tulsa, OKC and Lawton continues work with their Business Advisory Councils.

South Central continues to offer Career Connections to its area consumers and counselors.

OLBPH:

The library entrance has a new look! The reception area has been remodeled for safety and accessibility. The counter has been lowered to the appropriate height for wheelchair accessibility and there is now only card access beyond the reception area. The final inspection walk-through was held on December 4.

The AIM Center shelving replacement project is in progress. This is a much needed upgrade of the electronics for continued function as the AIM Center has continued to serve students, schools and home schools with technology and non-technology items.

Transition:

Presentations:

Oklahoma Charter Virtual Academy to parents, students and agencies; Oklahoma Transition Institute; AWARE Live; Riverhawks Scholar Program about DRS; Coalition of Advocates for Behavioral Health; NTACTION, SpEd-CTE, VR Networking opportunity; Project Search in Tulsa; OU Special Ed Master's Degree Class; Coalition of Advocates for Behavioral Health; Career Tech's statewide on DRS; Family Employment Awareness Training (FEAT);

Workgroups/Committees:

Project SEARCH and Muskogee schools / OSB for a new possible site there; ESS unit with OSB opportunities for WAT in Muskogee; Road To Independence meetings with DHS; Strategic Plan with ORC and Transition team; Alliance Conference Presentation Team; Project Search/Workforce Tulsa; Youth Leadership Council for Oklahoma with DDCO; Spanish presentation/translation development group; BSP Business Summit; Central Tech and Employment Support Services gaps in services; State Workforce Youth Programs Committee; planning with David DeNotaris to do a pilot project with OSB and Pre-ETS to provide self-advocacy trainings, etc to OSB students; Joining Forces Conference Planning; Person Driven Planning State-to-State; Oklahoma Manufacturing Alliance/Business Services/Dept of Commerce/Workforce regarding apprenticeship; Dept. of Ed for the Capacity Building Institute plan for Oklahoma;

Conferences/Trainings:

OKTVR Conference; 8 Webinar Wednesdays with NTACTION, WINTAC, YTAC; Community of Practice for SBVI and GW Stout(monthly); OKAPSE; Oklahoma Transition Institute; Community of Practice for Oklahoma supporting families; DRS Business Summit; Work-based Learning Summit; CASE Fall Conference; CSAVR;

Meetings:

American Printing House Annual Meeting; Special Education, Career and Technical Education and VR Network Call; Leading the Way or Falling Behind, A Policy Panel on Pay Disparities for People with Disabilities; Conducted a Counselor/Tech Check-in for the Transition counselors and techs; CSAVR calls on best practices; OSB quarterly transition meetings; in-house supervisory meetings; School Work Study with Epic Charter; SBVI unit meeting; Florida VR transition teams Pre-ETS discussion

Business Enterprise Program:

The BEP has welcomed another new Licensed Vendor to the program. Currently she is working a vending route and snack bar in Tulsa.

BEP Coordinator is in the process of interviewing for the Business Manager and the Vending Operations Manager positions. There is also a great need for Vending Repair Technicians and Vending Consultants as we have none and one on staff currently.

There have been some retirements of Licensed Vendors but there are clients interested in beginning training to hopefully fill those routes in the future.

Recently a new site has been opened at Grand River Dam Authority. Currently it's just vending machines but the plan is to expand to a Micromarket. We are considering a pilot project to provide credit card readers on the vending machines at this location to determine the difference in profit and whether we should expand state-wide. The program is growing and moving into the future.

Division Administrator Activity Highlights:

Zarrow Mental Health Symposium; Performance Team; NCSAB Exec Board Meetings; NCSAB Conference Planning Meetings; AWARE Live; VR/SBVI PM Meetings; SBVI staff meetings; E-Team Meetings; BEP Meetings; Convergint meetings; Community of Practice for Blind Agencies; White Cane Awareness planning; Virtual Business Summit; Policy Committee; Governors Council; Summit on Performance Management Excellence in VR; CSAVR; supervisory training

Report respectfully submitted by Tracy Brigham, SBVI Division Administrator

December 4, 2020

PROPOSED ADMINISTRATIVE RULE REVISIONS

**Department of Rehabilitation Services
Summary of Proposed Administrative Rule Revisions
2020-2021 Rule Cycle**

Chapter 1. Administrative Operations

612:1-1-3. Philosophy and ~~Balanced Scorecard~~. Name change of Disability Determination Division (DDD) to Disability Determination Services (DDS).

612:1-5-2. Division of Vocational Rehabilitation (DVR). Removed antiquated language of 'severe' and replaced with 'significant'.

612:1-7-1. Relationships with elected state officials. Revoked to comply with Executive Order 2020-03 which required state agencies to identify costly, ineffective, duplicative, and outdated regulations.

612:1-7-2. Relationships with appointed state officials. Revoked to comply with Executive Order 2020-03 which required state agencies to identify costly, ineffective, duplicative, and outdated regulations.

Chapter 3. Management Services Division

612:3-5-1. Purpose [Revoked]. This rule was relocated to new rule 612:1-18-1. Part 1, General Provisions will be revoked.

Chapter 10. Vocational Rehabilitation and Services for the Blind and Visually Impaired

612:10-1-1.1. Legal Authority. Added WIOA citation.

612:10-1-2. Definitions. Removed definition for ADL, Authorized Representative, Clubhouse model, Milestones. Added definitions for Appropriate modes of communication, Assessment for determining eligibility and vocational rehabilitation needs, Electronic Case Management System, Eligible individual, Family member, Individual's representative, OMES-DCAM, Post-employment services, Record of Service, Rehabilitation engineering, Rehabilitation technology, Sole local agency, Student with a disability, Supported employment services, Youth with a disability. Revised definitions to comply with WIOA.

612:10-1-3. Basic philosophy of rehabilitation programs. Revised language to comply with WIOA.

612:10-1-3.1. Procedural exceptions. Added language for the DVR or DSBVI Division Administrator's.

612:10-1-5. Confidentiality. Added language to safeguard the confidentiality of all personal information in the electronic case management system. Added release of information terms. Revised/added language to comply with WIOA.

612:10-1-7. Purchase of services and goods for individuals with disabilities. Added section (k) regarding written purchasing agreements. Revised language for authorizations to comply with WIOA.

612:10-1-8. Vendor contracts. Revoked to comply with Executive Order 2020-03 which required state agencies to identify costly, ineffective, duplicative, and outdated regulations.

612:10-3-2. Consideration of comparable services and benefits. Amended and restructured rule to comply with WIOA.

612:10-3-3. ~~Client participation in services cost and financial status determination~~ Participation of individuals in cost of services based on financial need. Incorporated language from 612:10-3-4, 612:10-3-5 and 612:10-3-6. Amended and restructured rule to comply with WIOA.

612:10-3-4. Services exempt from client participation in service costs. Revoked rule and moved language to 612:10-3-3 to comply with Executive Order 2020-03 which required state agencies to identify costly, ineffective, duplicative, and outdated regulations.

612:10-3-5. Basic living requirements. Revoked rule and moved language to 612:10-3-3 to comply with Executive Order 2020-03 which required state agencies to identify costly, ineffective, duplicative, and outdated regulations.

612:10-3-6. Income and Liabilities. Revoked rule and moved language to 612:10-3-3 to comply with Executive Order 2020-03 which required state agencies to identify costly, ineffective, duplicative, and outdated regulations.

612:10-7-2. Field staff responsibilities. Amended language from “consumer” to “client” and added “qualified vocational” language before “rehabilitation counselor” to comply with WIOA.

612:10-7-3. Client responsibilities. Revised rule language to comply with WIOA.

612:10-7-21.1 Processing incoming referrals. Revoked to comply with Executive Order 2020-03 which required state agencies to identify costly, ineffective, duplicative, and outdated regulations. Pertinent rule information relocated to 612:10-7-22.1.

612:10-7-21.2. Information and referral system. Revoked to comply with Executive Order 2020-03 which required state agencies to identify costly, ineffective, duplicative, and outdated regulations. Pertinent rule information relocated to 612:10-7-22.1.

612:10-7-22.1. ~~Application~~ Processing referrals and applications. Revised rule title and language to comply with WIOA. Added language from rule 612:10-7-21.1 and 612:10-7-21.2 to this rule.

612:10-7-24.4 Ineligibility procedures. Revised to match WIOA. Section (a), added section (D) individual referrals.

612:10-7-24.5. Closed — Not Accepted for Services. Revised to match WIOA.

612:10-7-25.1. ~~Order of selection~~ Ability to serve all eligible individuals; order of selection for services. Revised rule title and language to match WIOA.

612:10-7-45. Electronic Case Management System Progression ~~Case statuses and case flow.~~ Revised rule title and language to match WIOA.

612:10-7-52. ~~Provision of Services~~ Scope of vocational rehabilitation services for individuals with disabilities. Revised rule title and language to match WIOA.

612:10-7-56. Employment. Revised language under section (d) Case recording requirements to include the Job title which describes the position held by the individual; Client's hourly wages and hours worked per week to determine weekly earnings; Suitability of the employment; and how the job was obtained.

612:10-7-59. Closed not rehabilitated, after IPE initiation. Revoked to comply with Executive Order 2020-03 which required state agencies to identify costly, ineffective, duplicative, and outdated regulations.

612:10-7-60. Closed not rehabilitated, before IPE initiation. Revoked to comply with Executive Order 2020-03 which required state agencies to identify costly, ineffective, duplicative, and outdated regulations.

612:10-7-62. Post-Employment services. Added section (f) Use of Post-Employment services completed and (g) Case recording requirements to match WIOA.

612:10-7-87. Actions requiring supervisor's approval. Added section (b) Case recording to match WIOA.

612:10-7-130. Maintenance. Added section (e) Case recording to match WIOA.

612:10-7-131. Transportation. Added section (b) Case recording to match WIOA.

612:10-7-142. General guidelines for training services. Revised language to match WIOA.

612:10-7-162. Textbooks, supplies, training tools and equipment. Revised language to match WIOA.

612:10-7-163. On-the-job training. Added section (g) On-the-job training and (h) Case Recording. Revised additional language to comply with WIOA.

612:10-7-195. Personal assistance services. Under section (a) added (1)-(4), added section (c) to match WIOA.

612:10-7-196. Interpreter services. Revised language for interpreter services to match WIOA.

612:10-7-199. Reader/recording services. Revised language in section (a) reader services and added sections (1)-(4). Deleted sections (b)-(d), section (e) renamed (b).

612:10-7-203. Orientation and Mobility (O & M). Revoked to comply with Executive Order 2020-03 which required state agencies to identify costly, ineffective, duplicative, and outdated regulations.

612:10-7-216. Tools, occupational equipment, initial stocks and supplies. Updated citation. Revised language to match WIOA.

612:10-7-222. Rehabilitation technology, assistive technology devices and assistive technology services. Revised language and added sections (e)-(j) to match WIOA.

612:10-7-240. Overview of transition from school to work services. Revised section (a) transition services. Revised language to match WIOA.

612:10-7-242. Pre-Employment Transition Services. Under section (a) added (5) & (6). Revised section (b) language to match WIOA.

612:10-7-248. Coordination of Individualized Education Program and Individualized Plan for Employment. Restructured rule to match WIOA.

612:10-13-20. Certification maintenance. Updated language to include testing requirements for an interpreter holding a certification level V.

Chapter 15: Oklahoma Library for the Blind and Physically Handicapped

612:15-1-3. Library functions and legal basis. Division name change of Visual Services to Services for the Blind and Visually Impaired.

Chapter 20: Special Schools

612:20-2-7. Employee benefits. Instructional staff to be paid for unused personal leave at the rate of \$75 for each full day of unused leave after the end of each academic year. This rule was effective on 12-1-20 as an emergency rule with these revisions. This is to be a permanent rule request to replace the emergency rule currently in effect.

Chapter 25: Business Enterprise Program

612:25-2-5. Definitions. The proposed rule adds the following definitions: BEP License, Emergency Satellite, Existing Manager, Extenuating Circumstances, Gross Sales, Management, Merchandise Loan, Notify, Satellite Manager, Satellite Performance Evaluation, Teaming Partner Agreement, Temporary Variance, Third Party Vendor and Timely submission. Removal of the following definitions: Permanent BEP License, Probationary BEP License, Probationary Licensee. Updated language on the following definitions: Emergency and Gross receipts,

612:25-2-7. State and Federal Assurances Policy of non-discrimination. Added statute language to rule.

612:25-4-1. Organization of the State Licensing Agency. Division name change of Visual Services to Services for the Blind and Visually Impaired.

612:25-4-14. Training for new or potential licensed managers. The proposed rule added language to include a background check for Oklahoma sales tax regarding BEP applicants. Removal of antiquated language.

612:25-4-25. Management of BEP equipment and fixtures. The proposed rule adds language criteria to establish a business enterprise.

612:25-4-27. Initial inventory and supplies. The proposed changes includes guidelines for a merchandise loan, establishing timeframe for repayment, outstanding merchandise loans, approval of BEP Operations Coordinator for satellite facilities and existing managers, purchasing outgoing manager's inventory.

612:25-4-53. Assignment and transfer. Proposed change adds language to clarify the transfer policy regarding the competitive selection process.

612:25-4-55. Qualifications. The proposed revision clarifies language regarding eligibility to obtain an Oklahoma Tax Permit. Removed antiquated language.

612:25-4-57. Applicant Selection Committee. Removal of antiquated language.

612:25-4-58. Annual and Performance Evaluations. Proposed rule revision adds language merchandise loan payments.

612:25-4-59. Interview, Selection Process and Scoring. Rule revision replaces 50 percent to 70 percent for the minimum a candidate can score.

612:25-4-61. Satellite business enterprise locations. Proposed change adds language for a new business enterprise vacated by the existing private vendor and requests for immediate service that do not allow time for the normal selection process. Added Guidelines for current licensed managers regarding scores, monthly reports and payments, and current standing with the OTC.

612:25-4-73. Due process. Added accessible format language. Division name change of Visual Services to Services for the Blind and Visually Impaired.

612:25-6-1. Licensing requirements for managing a business enterprise. Updated language.

612:25-6-2. Standards for licensed managers. Raised replacement costs from \$25.00 to \$50.00 when the licensed manager or employees is negligent.

612:25-6-2.1. Probation. Removed antiquated language.

612:25-6-3. Grounds for suspension or termination of a license. Added language to clarify the manager may be suspended or terminated if the manager negotiates or act on behalf of the SLA, failure to pay for merchandise purchased from another licensed manager, has not actively worked as a licensed manager in the BEP for 2 years.

612:25-6-4. Use of service animals. Updated language.

612:25-6-15. Setting aside of funds. Updated language.

612:25-6-16. Criteria to establish a business enterprise. Updated language.

612:25-6-17. Contracts and permits for business enterprise facilities. Removed the Department of Education form language under (3) Federal property - business enterprise.

612:25-6-18. Establishing new licensed managers in business enterprises. Added procedures for outgoing licensed managers:

612:25-6-19. Employees of the licensed manager. Removed section (c).

612:25-6-20. Closing a business enterprise. Updated language.

612:25-6-22. Monthly reports. Removed antiquated language. Added language for submission times and returned checks.

612:25-6-32. The Elected Committee of Licensed Managers. Updated language.

612:25-6-33. Organization and operation of the Elected Committee of Licensed Managers. Removed antiquated language.

CHAPTER 1. ADMINISTRATIVE OPERATIONS

SUBCHAPTER 1. GENERAL PROVISIONS

1 **612:1-1-3. Philosophy and ~~Balanced Scorecard~~ [AMENDED]**

2 (a) **Philosophy.** The Department of Rehabilitation Services (DRS) provides services to
3 persons with disabilities who may have the ability to pursue employment, education to
4 children who are deaf and/or blind, and those who, due to the severity of their disabilities,
5 may benefit in terms of increased participation in the family or community. DRS also
6 determines eligibility for Social Security Disability Assistance Insurance (SSDI) and Social
7 Supplemental Security SSI Income through its Disability Determination Division Services.
8 Services are arranged through resources available in the community, or provided through
9 DRS resources. All services provided must be appropriate, timely, and provided in an
10 economical and efficient manner within the framework of federal and state laws, the State
11 Plan, and the administrative rules and procedures issued by the Department of
12 Rehabilitation Services.

13 ~~(b) **Balanced Scorecard.** The underlying philosophy for the Department of Rehabilitation~~
14 ~~Services rests upon a value-based decision plan developed through the consensus of all~~
15 ~~DRS personnel. This plan guides the development of administrative rules, management~~
16 ~~decisions, service delivery, and the organizational environment. The mission of DRS is to~~
17 ~~provide opportunities for individuals with disabilities to achieve productivity, independence,~~
18 ~~and an enriched quality of life. This mission will be carried forward through goals and~~
19 ~~objectives based upon established values. These will be achieved through a strategic~~
20 ~~planning process consistent with the Rehabilitation Act.~~

SUBCHAPTER 5. PROGRAM DIVISIONS WITHIN THE DEPARTMENT

612:1-5-2. Division of Vocational Rehabilitation (DVR) [AMENDED]

The Division of Vocational Rehabilitation provides vocational rehabilitation services designed to result in an employment outcome for persons with disabilities. Priority is given to those with the most ~~severe~~ significant disabilities. ~~All unit heads, and the Vocational Rehabilitation Field Coordinators report directly to the Division Administrator. Local office staff report to DVR Program Managers, who report to Field Coordinators.~~ DRS has field staff assigned to meet the needs in every county of the state, although staff may not be ~~officed~~ have an office in each county. ~~Local office staff report to DVR Program Managers, who report to Field Coordinators at the State Office.~~

SUBCHAPTER 7. RELATIONSHIPS WITH DEPARTMENT ESTABLISHED BY LAW

1 **612:1-7-1. Relationships with elected state officials [REVOKED]**

2 ~~(a) **Governor.** Under authority of Title 74, Section 166.1 et seq. of Oklahoma State~~
3 ~~Statutes, a three-member Commission for Rehabilitation Services governs the Department~~
4 ~~of Rehabilitation Services. One member of the Commission is appointed by the Governor for~~
5 ~~a three-year term. An annual report of the Department's activities is presented to the~~
6 ~~Governor. The Governor reviews budget requests and legislative proposals submitted by the~~
7 ~~Department, among other activities related to the work of the Department.~~

8 ~~(b) **Attorney General.** The Attorney General approves bonds provided for in the Oklahoma~~
9 ~~Social Security Act. He or she renders opinions concerning provisions and effect of laws or~~
10 ~~acts, when requested by the Commission for Rehabilitation Services, its Chairperson, or the~~
11 ~~Director of Rehabilitation Services. The Attorney General also prosecutes for or defends the~~
12 ~~State in civil or criminal actions.~~

13 ~~(c) **State Treasurer.** The State Treasurer is designated and made the official custodian of~~
14 ~~all monies, funds, rentals, penalties, costs, proceeds of sale of property, deeds, fines,~~
15 ~~forfeitures, and public charges of every kind that may be received by any State Officer, State~~
16 ~~Board, or Commission. All state agency warrants are issued and paid by the Treasurer.~~
17 ~~Vouchers issued by the Department for special purposes are drawn by the Department on~~
18 ~~Special Accounts in the State Treasury and are also paid by the Treasurer.~~

19 ~~(d) **State Auditor and Inspector.** State officers, state agencies and all county governments~~
20 ~~are audited at least annually by the State Auditor and Inspector. In addition, whenever called~~
21 ~~upon by the Governor, the Auditor shall specially examine the books and accounts of any~~
22 ~~Officer of the State. In addition to his general responsibility to the State as a whole, the~~
23 ~~Auditor has the specific responsibility of annually auditing the Department's expenditure of~~
24 ~~State funds in those programs administered by the Department which are funded solely with~~
25 ~~State funds.~~

26 ~~(e) **Supreme Court.** The Supreme Court is the final arbiter of most questions of state law.~~

27 ~~(f) **Secretary of State.** Oaths of members of the Commission for Rehabilitation Services~~
28 ~~and their bonds are deposited with the Secretary of State, in accordance with provisions of~~
29 ~~Oklahoma Statutes. Rules of general applicability and future effect are adopted, amended,~~
30 ~~or revoked in accordance with the Administrative Procedures Act.~~

1 **612:1-7-2. Relationships with appointed state officials [REVOKED]**

2 ~~(a) **Division of Capital Assets Management.** The Director of the Division of Capital Assets~~
3 ~~Management is responsible for the award of State contracts for supplies, materials, and~~
4 ~~equipment. The Division of Capital Assets Management is also the contracting body for~~
5 ~~leases covering State real property and is responsible for disposing of any real or personal~~
6 ~~property of the State which an agency determines is surplus to its needs.~~

7 ~~(b) **Oklahoma Employment Security Commission.** The Oklahoma Employment Security~~
8 ~~Commission is charged with the responsibility of promoting employment security by~~
9 ~~increasing opportunities for job placement, through its operation of public employment~~
10 ~~offices and by paying compensation to eligible workers who become unemployed. In~~
11 ~~addition, the Employment Security Commission assists the Department in the verification of~~
12 ~~employment for applicants and recipients of Department services.~~

13 ~~(c) **Merit System of Personnel Administration.** The Merit Act of 1959 established the~~
14 ~~Merit System of Personnel Administration and created and defined the structure and duties~~
15 ~~of the first administrative body of that system. Later, the Oklahoma Personnel Act abolished~~
16 ~~the State Personnel Board and created and transferred the powers, duties, and~~
17 ~~responsibilities to the Office of Personnel Management and the Ethics Commission and~~
18 ~~Merit Protection Commission.~~

19 ~~(1) **Office of Human Capital Management (HCM).** The Office of Human Capital~~
20 ~~Management is responsible for: the development of an efficient and effective system of~~
21 ~~personnel administration that meets the management needs of the various state~~
22 ~~agencies; maintaining and revising a classified system of employment which protects~~
23 ~~state employees from arbitrary dismissal or unfair treatment; maintaining an equitable~~
24 ~~system for the classified service; helping recruit and select qualified people; conducting~~
25 ~~a management training program; and assuring equal employment opportunity.~~

26 ~~(2) **Ethics Commission and Merit Protection Commission.** The Ethics Commission~~
27 ~~and Merit Protection Commission is responsible for assuring that the rights of~~
28 ~~employees and agencies under the Merit System of Personnel Administration are not~~
29 ~~abridged.~~

30 ~~(d) **The Director of Office of Management and Enterprise Services.** The Director of~~
31 ~~Office of Management and Enterprise Services maintains in his office records showing the~~
32 ~~debits and credits of each separate fund or appropriation for each State agency. He or she~~
33 ~~also pre-audits the claims of the Department's general administrative funds and any special~~
34 ~~construction funds. An annual budget estimate is prepared by the Department and filed with~~
35 ~~the Director of the Office of Management and Enterprise Services, who serves as the senior~~
36 ~~budget officer of the State.~~

37 ~~(e) **State Fire Marshal.** The State Fire Marshal is involved in reviewing fire protection and~~
38 ~~safety features of facilities operated and funded by the Department.~~

39 ~~(f) **Secretary of the State Election Board.** Among other duties, the Secretary of the State~~
40 ~~Election Board is to promote and encourage voter registration and voter participation in~~
41 ~~elections. The State Department of Rehabilitation Services will cooperate with the Secretary~~
42 ~~of the State Election Board in compliance with the National Voter Registration Act of 1993.~~

CHAPTER 3. MANAGEMENT SERVICES DIVISION

PART 1. GENERAL PROVISIONS [REVOKED]

612:3-5-1. Purpose [REVOKED]

~~The purpose of this Chapter is to set forth the policies and procedures governing the operations of the Process Improvement Unit and its subsections, Program Standards, and Case Review of the Department of Rehabilitation Services.~~

**CHAPTER 10. VOCATIONAL REHABILITATION AND SERVICES FOR THE BLIND
AND VISUALLY IMPAIRED**

SUBCHAPTER 1. GENERAL PROVISIONS

1 **612:10-1-1.1. Legal Authority [AMENDED]**

2 The administrative rules presented in this Chapter are based upon the Rehabilitation Act
3 [29 USC 701 et seq.], and were promulgated by the Commission for Rehabilitation Services
4 under the authority of 74 O.S., Section 166.1, et seq. and reauthorized under the Workforce
5 Innovation and Opportunity Act (WIOA) (P.L. 113-128), signed into law on July 22, 2014. To
6 the extent that any of these administrative rules are inconsistent with federal laws or
7 accompanying regulations, the federal laws or regulations shall govern and supersede the
8 applicable administrative rule.

1 **612:10-1-2. Definitions [AMENDED]**

2 The following words and terms, when used in this Chapter, shall have the following
3 meaning, unless the context clearly indicates otherwise:

4 **"Act"** means the Rehabilitation Act [29 USC 701 et seq.].

5 **"ADL"** Activities of Daily Living often refer to the routine activities carried out for
6 personal hygiene and health (including bathing, dressing, feeding) and for operation of a
7 household.

8 **"Applicant"** means an individual who has completed and signed an agency application
9 form or has otherwise requested vocational rehabilitation services; who has provided
10 information necessary to initiate an assessment to determine eligibility and priority for
11 services; and who is available to complete the assessment process.

12 **"Appropriate modes of communication"** means specialized aids and supports that
13 enable an individual with a disability to comprehend and respond to information that is being
14 communicated. Appropriate modes of communication include, but are not limited to, the use
15 of interpreters, open and closed captioned videos, specialized telecommunications services
16 and audio recordings, Brailled and large print materials, materials in electronic formats,
17 augmentative communication devices, graphic presentations, and simple language
18 materials.

19 **"Assessment for determining eligibility and vocational rehabilitation needs"**
20 means, as appropriate in each case a review of existing data to determine if an individual is
21 eligible for vocational rehabilitation services; and to assign priority for an order of selection
22 described in 34 CFR 361.36 in the States that use an order of selection; and to the extent
23 necessary, the provision of appropriate assessment activities to obtain necessary additional
24 data to make the eligibility determination and assignment.

25 **"Assistive technology"** means technology designed to be utilized in an assistive
26 technology device or service.

27 **"Assistive technology device"** means any item, piece of equipment, or product
28 system, whether acquired commercially, modified, or customized, that is used to increase,
29 maintain, or improve functional capabilities of individuals with disabilities.

30 **"Assistive technology service"** means any service that directly assists an individual
31 with a disability in the selection, acquisition, or use of an assistive technology device.

32 ~~**"Authorized Representative"** means a client's or applicant's parent, guardian,
33 advocate (i.e. Client Assistance Program) or other person designated by the client or
34 applicant as the individual authorized to deal with the Department on behalf of the client or
35 applicant, consistent with provisions of the Act. Authorized representative does not include
36 an employee of the Department of Rehabilitation Services, another state agency, or vendor
37 of the Department unless the person is actually the parent, guardian, or is serving in the
38 capacity of guardian (for example: court appointed).~~

39 **"Best correction"** refers to the use of standard eyeglasses or contact lenses and does
40 not include the use of bioptic telescopic systems or specialized lenses which cannot be worn
41 by the individual on a sustained basis.

42 "Blind" means persons who are blind within the meaning of the State Law relating to
43 Vocational Rehabilitation. Legal blindness means a visual acuity of 20/200 or less in the
44 better eye with best correction, or a visual field of 20 degrees or less.

45 "Client/Consumer" means an individual found eligible and receiving services under the
46 Act.

47 ~~"Clubhouse model" means a psychosocial and vocational approach to work
48 adjustment for people with mental illness. The work-ordered day is a core element of the
49 clubhouse, which focuses on strengths, talents and abilities. Work in the clubhouse helps
50 members develop appropriate social skills and gain self-worth, purpose, and confidence.
51 The clubhouse enables members to return to the workforce and achieve employment
52 outcomes.~~

53 "Community rehabilitation program" (CRP) means a program that directly provides
54 or facilitates the provision of vocational rehabilitation services to individuals with disabilities,
55 and provides singly or in combination, services for an individual with a disability to enable
56 the individual to maximize opportunities for employment, including career advancement.

57 "Comparable services and benefits" means services that are provided or paid for in
58 whole or in part by other Federal, state or local public agencies, health insurance or
59 employee benefits, and are available to the individual at the time needed to ensure the
60 progress of the individual toward achieving the employment outcome in the individual's
61 individualized plan for employment in accordance with 34 CFR 361.53, and commensurate
62 to the services that the individual would otherwise receive from the designated State
63 vocational rehabilitation agency. For the purposes of this definition, comparable services
64 and benefits do not include awards and scholarships based on merit further the progress of
65 the individual toward achieving his/her identified employment outcome.

66 "Compensatory training" means training required before the client can enter a formal
67 training program or employment, such as pre-vocational or personal adjustment training.

68 "Competitive integrated employment" means full or part-time work that is
69 compensated at or above minimum wage, offers an individual with a disability benefits and
70 opportunities for advancement comparable to those offered to employees in similar
71 positions, and is performed in a setting where the individual with a disability interacts with
72 persons without disabilities to the same extent that employees who are not individuals with
73 disabilities and who are in comparable positions interact with these persons. Specific criteria
74 defining competitive integrated employment are detailed in 34 CFR 361.5(c)(9).

75 "Consumer Independence Support Services" (CISS) are defined as providing
76 independent living assessment, intensive counseling, community integration, and housing
77 modifications to further assist individuals with severe disabilities in achieving independence.

78 "Continuity of Services" means once an individual is selected for services in
79 accordance with ~~policy~~ administrative rules, regardless of the priority category from which
80 the individual was selected, the individual will receive the necessary purchased services,
81 including post-employment services.

82 "Counselor" means the qualified vocational rehabilitation professional, who is an
83 employee of the designated state unit, and who has primary responsibility for the
84 management of an individual's rehabilitation services record of service case record,
85 including determination of eligibility, service planning and management, counseling and
86 guidance, and determination of successful or unsuccessful rehabilitation. Counselor is
87 equivalent to such terms as VR/SBVI Specialist and VR/SBVI Coordinator.

88 **"Customized employment"** means competitive integrated employment, for an
89 individual with a significant disability, that is based on a an individualized determination of
90 the unique strengths, needs and interests of the individual; designed to meet the specific
91 abilities of the individual and the business needs of the employer; and carried out using
92 flexible strategies such as those detailed in 34 CFR 361.5(c)(11).

93 **"Department"** unless otherwise indicated in the text, means the Department of
94 Rehabilitation Services as constituted in 74 O.S., Section 166.1 et seq.

95 **"DRS"** means the Department of Rehabilitation Services.

96 **"DVR"** means the Division of Vocational Rehabilitation.

97 **"DSBVI"** means the Division of Services for the Blind and Visually Impaired.

98 **"Electronic Case Management System"** means a "system of records" which is a
99 group of any records under the control of any agency from which information is retrieved by
100 the name of the individual or by some identifying number, symbol, or other identifying
101 particular assigned to the individual.

102 **"Eligible individual"** means an applicant for vocational rehabilitation services who
103 meets the eligibility requirements of 34 CFR 361.42(a).

104 **"Employment and Retention"** (E&R) means short-term job coach support for
105 individuals with severe disabilities who require assistance preparing for, obtaining, and
106 maintaining employment.

107 **"Employment outcome"** means, with respect to an eligible individual, entering,
108 advancing in, or retaining full-time or part-time competitive integrated employment as
109 defined in 34 CFR §361.5(c)(9) (including customized employment, self-employment,
110 telecommuting, or business ownership), or supported employment as defined in 34 CFR
111 §361.5(c)(53), that is consistent with an individual's unique strengths, resources, priorities,
112 concerns, abilities, capabilities, interests, and informed choice. (Note: As specified in federal
113 rule, a designated State unit may continue services to individuals with uncompensated
114 employment goals on their approved individualized plans for employment prior to the
115 effective date of the final federal regulations until June 30, 2017, unless a longer period of
116 time is required based on the needs of the individual with the disability, as documented in
117 the individual's service record.)

118 **"Extended employment"** means work in a non-integrated or sheltered setting for a
119 public or private nonprofit agency or organization that provides compensation in accordance
120 with the Fair Labor Standards Act ~~and any needed support services to an individual with a~~
121 ~~disability to enable the individual to continue to train or otherwise prepare for competitive~~
122 ~~integrated employment.~~

123 **"Extended period of time"** means, with respect to duration of vocational rehabilitation,
124 services that are expected to extend at least 6 months from eligibility.

125 **"Extended services"** means ongoing support services provided to individuals with the
126 most significant disabilities, including youth with the most significant disabilities, after the
127 time-limited vocational rehabilitation services have been completed and job stabilization has
128 been achieved. They consist of specific services, including natural supports, needed to
129 maintain the supported employment placement. Extended services are paid from funding
130 sources other than DRS and are specifically identified in the IPE, except that DRS may

131 provide and pay for extended services for youth with the most significant disabilities for a
132 period not to exceed 4 years or extend beyond the date when the youth reaches age 25.

133 **"Extreme medical risk"** means a risk of substantially increasing functional impairment
134 or risk of death if medical services including mental health services, are not provided
135 expeditiously.

136 **"Family member"** for purposes of receiving vocational rehabilitation services in
137 accordance with 34 CFR 361.48(b)(9), means an individual who either is a relative or
138 guardian of an applicant or eligible individual; or lives in the same household as an applicant
139 or eligible individual; who has a substantial interest in the well-being of that individual; and
140 whose receipt of vocational rehabilitation services is necessary to enable the applicant or
141 eligible individual to achieve an employment outcome.

142 **"Functional capacities"** means a client's assets, strengths, and resources which
143 maintain or increase the individual's ability to work. Functional capacities include mobility,
144 communication, self-care, self-direction, interpersonal skills, work tolerance, or work skills.

145 **"Functional limitations"** means physical or mental conditions, emergent from a
146 disability, which impair, interfere with, or impede one or more of an individual's functional
147 capacities.

148 **"Higher education"** means universities, colleges, community/junior colleges, vocational
149 schools, technical institutes, or hospital schools of nursing.

150 **"IEP"** means Individualized Education Program as required by the Individuals with
151 Disabilities Education Act.

152 **"Individual with a disability"** means an individual who has a physical or mental
153 impairment; whose impairment constitutes or results in a substantial impediment to
154 employment; and who can benefit in terms of an employment outcome from the provision of
155 vocational rehabilitation services ~~having one or more physical or mental conditions which~~
156 ~~materially limits, contributes to limiting or, if not corrected, will probably result in limiting an~~
157 ~~individual's employment activities or vocational functioning.~~

158 **"Individual with a severe disability"** means with respect to eligibility for the state's
159 Optional Program for Hiring Applicants with Disabilities, an individual who has a physical or
160 mental impairment which seriously limits one or more functional capacities (such as mobility,
161 communication, self-care, self-direction, interpersonal skills, work tolerance, or work skills) in
162 terms of an employment outcome.

163 **"Individual with a significant disability"** means an individual with a disability:

164 (A) who has a severe physical or mental impairment that seriously limits one or
165 more functional capacities (such as mobility, communication, self-care, self-
166 direction, interpersonal skills, work tolerance, or work skills) in terms of an
167 employment outcome;

168 (B) whose vocational rehabilitation can be expected to require multiple vocational
169 rehabilitation services over an extended period of time; and

170 (C) who has one or more physical or mental disabilities resulting from amputation,
171 arthritis, autism, blindness, burn injury, cancer, cerebral palsy, cystic fibrosis,
172 deafness, head injury, heart disease, hemiplegia, hemophilia, respiratory or
173 pulmonary dysfunction, mental illness, intellectual disability, multiple sclerosis,

174 muscular dystrophy, musculoskeletal disorder, neurological disorders (including
175 stroke and epilepsy), paraplegia, quadriplegia, other spinal cord conditions, sickle
176 cell anemia, specific learning disability, end-stage renal disease or other disability or
177 combination of disabilities determined on the basis of an assessment for
178 determining eligibility and vocational rehabilitation needs to cause comparable
179 substantial functional limitation.

180 **"Individual with the most significant disability"** means an individual with a significant
181 disability who meets the designated State unit's criteria for an individual with a most
182 significant disability. These criteria must be consistent with the requirements in 34 CFR
183 361.36(d)(1) and (2):

184 (A) who has a severe physical or mental impairment that seriously limits three or
185 more functional capacities in terms of an employment outcome;

186 (B) whose vocational rehabilitation can be expected to require multiple vocational
187 rehabilitation services over an extended period of time; and

188 (C) who has one or more physical or mental disabilities resulting from amputation,
189 arthritis, autism, blindness, burn injury, cancer, cerebral palsy, cystic fibrosis,
190 deafness, head injury, heart disease, hemiplegia, hemophilia, respiratory or
191 pulmonary dysfunction, mental illness, intellectual disability, multiple sclerosis,
192 muscular dystrophy, musculoskeletal disorder, neurological disorders (including
193 stroke and epilepsy), paraplegia, quadriplegia, other spinal cord conditions, sickle
194 cell anemia, specific learning disability, end-stage renal disease or other disability or
195 combination of disabilities determined on the basis of an assessment for
196 determining eligibility and vocational rehabilitation needs to cause comparable
197 substantial functional limitation.

198 **"Individual's representative"** means any representative chosen by an applicant or
199 eligible individual, as appropriate, including a parent, guardian, other family member, or
200 advocate, unless a representative has been appointed by a court to represent the individual,
201 in which case the court-appointed representative is the individual's representative.

202 **"Integrated setting"** means:

203 (A) With respect to the provision of services, a setting typically found in the
204 community in which applicants or eligible individuals interact with non-disabled
205 individuals other than non-disabled individuals who are providing services to those
206 applicants or eligible individuals.

207 (B) With respect to an employment outcome, means a setting typically found in the
208 community where the employee with a disability interacts, for the purpose of
209 performing the duties of the position, with other employees within the particular work
210 unit and the entire work site, and, as appropriate to the work performed, other
211 persons (e.g., customers and vendors) who are not individuals with disabilities (not
212 including supervisory personnel or individuals who are providing services to such
213 employee) to the same extent that employees who are not individuals with
214 disabilities and who are in comparable positions interact with these persons in which
215 applicants or eligible individuals interact with non-disabled individuals, other than
216 non-disabled individuals who are providing services to those applicants or eligible
217 individuals, to the same extent that non-disabled individuals in comparable positions
218 interact with other persons.

219 **"Intercurrent (acute) conditions"** means an illness or injury occurring during the actual
220 course of an individual's rehabilitation which, if not cared for, will complicate or delay
221 achievement of the client's employment outcome as identified in the client's IPE.

222 **"IPE"** means the Individualized Plan for Employment.

223 **"Job Coach/Employment Training Specialist"** means a qualified individual providing
224 support services to eligible individuals in supported employment and employment and
225 retention programs. Services directly support the eligible individual's work activity including
226 marketing and job development, applied behavioral analysis, job and work site assessment,
227 training and worker assessment, job matching procedures, and teaching job skills.

228 **"Long-term treatment"** means medical or psychological treatment that is expected to
229 last more than three months.

230 ~~**"Maintenance"** is a service provided to assist with the out-of-ordinary or extra~~
231 ~~expenses to the individual resulting from and needed to support the individual's participation~~
232 ~~in diagnostic, evaluative, or other substantial services in the IPE. Activities of Daily Living~~
233 ~~(ADL) expenses are not eligible for maintenance payments means monetary support~~
234 ~~provided to an individual for expenses, such as food, shelter, and clothing, that are in~~
235 ~~excess of the normal expenses of the individual and that are necessitated by the individual's~~
236 ~~participation in an assessment for determining eligibility and vocational rehabilitation needs~~
237 ~~or the individual's receipt of vocational rehabilitation services under an individualized plan~~
238 ~~for employment.~~

239 **"Milestones"** means a payment system that reimburses a vendor based on incentives
240 and outcomes. The vendor is paid when the client completes pre-defined checkpoints on
241 the way to a desired employment goal.

242 **"Multiple services"** means the counseling and guidance provided as a routine part of
243 case management plus two or more VR services. Comparable benefits and/or services can
244 count toward meeting the definition of multiple services. Services routinely provided as a
245 package do not count as multiple services for the purpose of determining the presence of a
246 significant disability, even if two or more services are included in the package.

247 **"Natural supports"** means any assistance, relationships or interactions that allow a
248 person to maintain employment in ways that correspond to the typical work routines and
249 social interactions of other employees. Natural supports may be developed through
250 relationships with people or put into place by the adaptation of the work environment itself,
251 depending on the support needs of the person and the environment.

252 **"Occupational license"** means any license, permit, or other written authority required
253 by a state, city or other governmental unit to be obtained in order to enter an occupation.

254 **"OMES-DCAM"** means Office of Management & Enterprise Services-Division of Capital
255 Assets Management, which sets thresholds for State Purchasing guidelines.

256 **"Ongoing support services"** means services specified in the IPE according to
257 individual need, which support and maintain an individual with the most significant
258 disabilities in supported employment. Sponsored ongoing support services are provided
259 from the time of placement until the individual is stabilized on the job. Ongoing support
260 services are provided by one or more extended services providers, or by natural supports,
261 following transition throughout the individual's term of employment.

262 **"Other Qualified Rehabilitation Personnel"** means qualified rehabilitation personnel
263 who, in addition to rehabilitation counselors, are necessary to facilitate the accomplishment
264 of the employment outcomes and objectives of an individual (Section 100(a)(3)(E) of the
265 Act.) Other qualified rehabilitation personnel include, but are not limited to, rehabilitation
266 teachers of the blind who are certified at the national level.

267 **"Package of services"** means several services which are usually provided together for
268 the same purpose. The services in a package are usually, but not always, from the same
269 category of services (see definition of multiple services, this section). Examples include, but
270 are not limited to: surgery, anesthesia, and hospitalization; or personal computer, software,
271 and peripheral equipment.

272 **"Personal assistance services"** means a range of services including, among other
273 things, training in managing, supervising, and directing personal assistance services,
274 provided by one or more persons, that are designed to assist an individual with a disability to
275 perform daily living activities on or off the job that the individual would typically perform
276 without assistance if the individual did not have a disability. The services are also designed
277 to increase the individual's control in life and ability to perform everyday activities on or off
278 the job; necessary to the achievement of an employment outcome; and provided only while
279 the individual is receiving other vocational rehabilitation services.

280 **"Physical and mental restoration services"** means ~~services which are necessary to~~
281 ~~correct or substantially modify a physical or mental condition which is stable or slowly~~
282 ~~progressive, within a reasonable period of time~~ corrective surgery or therapeutic treatment
283 that is likely, within a reasonable period of time, to correct or modify substantially a stable or
284 slowly progressive physical or mental impairment that constitutes a substantial impediment
285 to employment.

286 **"Physical or mental disability impairment"** means a physical or mental condition
287 ~~which, if not corrected, materially limits, contributes to limiting or will result in limiting an~~
288 ~~individual's activities or functioning~~ any physiological disorder or condition, cosmetic
289 disfigurement, or anatomical loss affecting one or more of the following body systems:
290 neurological, musculo-skeletal, special sense organs, respiratory (including speech organs),
291 cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and
292 endocrine; or any mental or psychological disorder such as intellectual disability organic
293 brain syndrome, emotional or mental illness, and specific learning disabilities.

294 **"Post-employment services"** means one or more of the services identified in 34 CFR
295 361.48(b) that are provided subsequent to the achievement of an employment outcome and
296 that are necessary for an individual to maintain, regain, or advance in employment,
297 consistent with the individual's unique strengths, resources, priorities, concerns, abilities,
298 capabilities, interests, and informed choice.

299 **"Pre-employment transition services"** means the required activities and authorized
300 activities specified in 34 CFR 361.48(a)(2) and (3).

301 **"Prior approval"** refers to the receipt of approval from the granting authority prior to
302 issuing the authorization for the purchase of goods and services.

303 **"Record of Service"** means any item, collection, or grouping of information about an
304 individual that is maintained by an agency, including, but not limited to, the individual's
305 education, financial transactions, medical history, and criminal or employment history and
306 that contains his name, or the identifying number, symbol, or other identifying particular
307 assigned to the individual.

308 **"Rehabilitation Act"** means the Rehabilitation Act [29 USC 701 et seq.].

309 **"Rehabilitation engineering"** means the systematic application of engineering
310 sciences to design, develop, adapt, test, evaluate, apply, and distribute technological
311 solutions to problems confronted by individuals with disabilities in functional areas, such as
312 mobility, communications, hearing, vision, and cognition, and in activities associated with
313 employment, independent living, education, and integration into the community.

314 **"Rehabilitation technology"** means the systematic application of technologies,
315 engineering methodologies, or scientific principles to meet the needs of, and address the
316 barriers confronted by, individuals with disabilities in areas that include education,
317 rehabilitation, employment, transportation, independent living, and recreation. The term
318 includes rehabilitation engineering, assistive technology devices, and assistive technology
319 services.

320 **"SBVI"** means the Division of Services for the Blind and Visually Impaired, depending
321 upon the context.

322 **"Section 504 Plan"** is a plan designed as a protection for students with disabilities who
323 may not be considered eligible for special education under IDEA in compliance with Section
324 504 of the Rehabilitation Act of 1973 as amended.

325 **"Small business enterprises"** means a small business operated by blind or other
326 individuals with severe disabilities under the management and supervision of the state DRS.
327 Such businesses include only those selling, manufacturing, processing, servicing,
328 agricultural, and other activities which are suitable and practical for the effective utilization of
329 the skills and aptitudes of individuals who are blind or individuals who have severe
330 disabilities. Small business enterprise provides substantial gainful employment or self-
331 employment commensurate with the time devoted by the operators to the business, the cost
332 of establishing the business and other factors of an economic nature.

333 **"Sole local agency"** means a unit or combination of units of general local government
334 or one or more Indian tribes that has the sole responsibility under an agreement with, and
335 the supervision of, the State agency to conduct a local or tribal vocational rehabilitation
336 program, in accordance with the vocational rehabilitation services portion of the Unified or
337 Combined State Plan.

338 **"Student with a disability"** means, in general, an individual with a disability in a
339 secondary, postsecondary, or other recognized education program who meets the
340 requirements set forth in 34 CFR 361.5(c)(51).

341 **"Substantial impediment to employment"** means that a physical or mental disability
342 impairment (in the light of attendant related medical, psychological, vocational, educational,
343 communication, and other related cultural, social or environmental factors) hinders that
344 impedes an individual individual's from preparing for, entering into, engaging in, advancing
345 in, or retaining employment consistent with the individual's abilities and capabilities
346 occupational performance, by preventing his/her obtaining, retaining, or preparing for a
347 gainful occupation consistent with his/her capacities and abilities.

348 **"Supported employment"** (SE) means competitive integrated employment, including
349 customized employment, or employment in an integrated work settings in which an
350 individual individuals with a most significant disability, including a youth with a most
351 significant disability, is working on a short-term basis toward competitive integrated
352 employment that is individualized, and customized, consistent with the unique strengths,
353 abilities, interests, and informed choice of the individual, including with ongoing support

354 services for individuals with the most significant disabilities who meet the requirements set
355 forth in 34 CFR 361.5(c) (53) are working on a short-term basis toward competitive work,
356 consistent with the strengths, resources, priorities, concerns, abilities, capabilities, interests,
357 and informed choice of the individuals, for individuals with the most significant disabilities
358 who meet the eligibility criteria for supported employment as defined in 34 CFR
359 361.5(c)(53). For purposes of this definition, "short-term basis" shall mean six months or up
360 to 12 months in limited circumstances as described in 34 CFR.

361 **"Supported employment services"** means ongoing support services, including
362 customized employment, and other appropriate services needed to support and maintain an
363 individual with a most significant disability, including a youth with a most significant disability,
364 in supported employment that are:

365 (A) Organized and made available, singly or in combination, in such a way as to assist
366 an eligible individual to achieve competitive integrated employment;

367 (B) Based on a determination of the needs of an eligible individual, as specified in an
368 individualized plan for employment;

369 (C) Provided by the designated State unit for a period of time not to exceed 24 months,
370 unless under special circumstances the eligible individual and the rehabilitation
371 counselor jointly agree to extend the time to achieve the employment outcome identified
372 in the individualized plan for employment; and

373 (D) Following transition, as postemployment services that are unavailable from an
374 extended services provided and that are necessary to maintain or regain the job
375 placement or advance in employment.

376 **"Transition services"** means, for a student or a youth with a disability, a coordinated
377 set of activities designed within an outcome-oriented process that promotes movement from
378 school to post-school activities, including postsecondary education, vocational training,
379 competitive integrated employment, supported employment, continuing and adult education,
380 adult services, independent living, or community participation. Transition services (1) are
381 based upon the individual student's or youth's needs, preferences and interests; (2) include
382 instruction, community experiences, the development of employment and other post-school
383 adult living objectives, and, if appropriate, acquisition of daily living skills and functional
384 vocational evaluation; (3) promote or facilitate the achievement of the employment outcome
385 identified in the student's or youth's individualized plan for employment; and (4) include
386 outreach to and engagement of the parents, or, as appropriate, the representative of such a
387 student or youth with a disability.

388 **"Transportation"** is a service provided to assist with the costs of travel, including
389 instruction in the use of public transportation vehicles and systems, which result from and
390 are needed to support the individual's participation in diagnostic, evaluative, or other
391 substantial and necessary VR services means travel and related expenses that are
392 necessary to enable an applicant or eligible individual to participate in a vocational
393 rehabilitation services, including expenses for training in the use of public transportation
394 vehicles and systems.

395 **"Vocational rehabilitation services"**, if provided to an individual, means those
396 services listed in 34 CFR 361.48; and if provided for the benefit of groups of individuals,
397 means those services listed in 34 CFR 361.49.

398 **"VR"** means the Division of Vocational Rehabilitation, or the more general term
399 vocational rehabilitation services, depending upon the context.

400 **"Youth with a disability"** means an individual with a disability who is not younger than
401 14 years of age; or older than 24 years of age. Youth with disabilities means more than one
402 youth with a disability.

1 **612:10-1-3. Basic philosophy of rehabilitation programs [AMENDED]**

2 (a) **Purpose.** The purpose of programs and services provided by the Division of Vocational
3 Rehabilitation (DVR) and the Division of Services for the Blind and Visually Impaired
4 (DSBVI) is to empower individuals with disabilities to maximize employment, economic self-
5 sufficiency, independence, and inclusion and integration into society by operating statewide
6 comprehensive, coordinated, effective, efficient, and accountable through comprehensive
7 programs of vocational rehabilitation programs, each of which is an integral part of a
8 statewide workforce development system. Vocational rehabilitation programs are designed
9 to assess, plan, develop and provide vocational rehabilitation services for individuals with
10 disabilities, consistent with their unique strengths, resources, priorities, concerns, abilities,
11 capabilities, interests and informed choice, so that they may prepare for and engage in
12 competitive integrated employment and achieve economic self-sufficiency gainful
13 employment (34 CFR 361.1 (b)).

14 (b) **Basic philosophy.** DVR and DSBVI vocational rehabilitation programs are carried out
15 in accordance with the principles stated in Section 100 (3) of the Rehabilitation Act as
16 amended by the Workforce Innovation and Opportunity Act (WIOA) (P.L. 113-128), signed
17 into law on July 22, 2014, seeks to empower individuals with disabilities. ~~including,~~

18 (1) Individuals with disabilities, including individuals with the most significant disabilities,
19 are generally presumed to be capable of engaging in gainful competitive integrated
20 employment and the provision of individualized vocational rehabilitation services can
21 improve their ability to become gainfully employed.

22 (2) Individuals with disabilities must be provided the opportunities to obtain gainful
23 competitive integrated employment performed on a full-time or part-time basis in
24 integrated settings.

25 (3) Individuals with disabilities must have the opportunity to be active and full partners
26 in their vocational rehabilitation process.

27 (4) Qualified vocational rehabilitation counselors and other qualified and specialized
28 rehabilitation personnel are necessary to facilitate the accomplishment of the
29 employment outcomes and objectives of an individual.

1 **612:10-1-3.1. Procedural exceptions [AMENDED]**

2 Procedures set forth in this Chapter are not intended to reflect every situation that might
3 confront DVR or DSBVI staff or to replace the staff's use of good judgment. In individual
4 cases an exception from basic procedures may be requested. Authority to approve certain
5 deviations from standard procedure rests; as appropriate, with either the DVR or DSBVI
6 ~~division administrator~~ Division Administrator. Authority to approve certain procedural
7 exceptions ~~has been~~ may be delegated to ~~program managers~~ the Program Managers and
8 Area Field Coordinators ~~field coordinators~~. Only those procedural exceptions stated in a rule
9 may be applied to that rule rules.

1 **612:10-1-5. Confidentiality [AMENDED]**

2 (a) **General guidelines.** All client or applicant information acquired will remain the property
3 of DRS. All casework materials are to be maintained in the appropriate case record of
4 service in the electronic case management system to safeguard the confidentiality of all
5 personal information, including photographs and lists of names. The terms "release of
6 information", "release of personal information", and similar terms refer to providing access to
7 the record, or providing copies, summaries, descriptions, or other reproductions of the actual
8 case record materials and not to the materials themselves. All applicants, clients, or client
9 representatives will be informed of the Department's policies on confidentiality of personal
10 information. This information will only be used and released for purposes directly related to
11 the administration of the Vocational Rehabilitation and Services for the Blind and Visually
12 Impaired programs. Information containing identifiable personal information will not be
13 shared with advisory or other bodies who do not have official responsibility for the
14 administration of these programs. In the administration of the program, the DVR and DSBVI
15 units may obtain personal information from service providers and cooperating agencies
16 under assurances the information will not be further divulged. Use and release of personal
17 information will conform to applicable state and federal laws and regulations. Questions
18 regarding release of information are to be directed to the Department's general counsel.
19 Staff are to consult the general counsel before providing trial testimony, depositional
20 testimony, or a sworn affidavit concerning consumer information. Moreover, if served with a
21 subpoena for the release of client information, staff should notify the general counsel
22 immediately. In a legal proceeding, client information can only be released without the
23 client's consent in response to a court order. A subpoena by itself is not sufficient to
24 authorize disclosure of client information.

25 (b) **Written release required.** Release of personal information must be by written consent
26 of the individual or authorized individual's representative. If requested in writing by an
27 applicant or eligible individual, DRS will make all requested information in that individual's
28 record of services available to the individual in a timely manner except as provided in
29 subsection (c). The Department's Authorization for Release of Information form may be
30 used when the client requests that personal information be released by DRS to a third party
31 and may also be used to request confidential information from other sources. Other release
32 forms are acceptable, as long as they provide the required information. Written authorization
33 for release of information must include:

- 34 (1) the nature of the information to be released;
- 35 (2) designation of the parties to whom the information is to be released;
- 36 (3) the specific purpose for which the released information may be used;
- 37 (4) designation of the agency or person authorized to disclose the information; and
- 38 (5) dates of initiation and termination of consent.

39 (c) **Release of information to the individual.** The individual, or the individual's
40 representative, will be given access to the relevant case record, or provided copies of
41 requested information upon providing a written authorization for release of information,
42 except as in (1) through (3) of this Subsection.

- 43 (1) Psychological, psychiatric, mental health and substance abuse treatment records
44 and information from psychological, psychiatric, mental health and substance abuse
45 treatment practitioners may only be obtained provided the requirements of Section 1-

46 109 of Title 43A of the Oklahoma Statutes are met. Under these circumstances, refer
47 the individual, or the individual's representative, to the treating health professional.

48 (2) When a DRS professional staff person believes medical or other information not
49 covered in (1) of this Subsection may be harmful to the individual, the information may
50 not be released directly to the individual but must be provided to the individual through a
51 third party chosen by the individual, which may include, among others, an advocate, a
52 family member, or a qualified medical or mental health professional, unless a
53 representative has been appointed by a court to represent the individual, in which case
54 the information must be released to the court-appointed representative.

55 (3) Information obtained from another organization or agency may be released only
56 through that agency, or under the conditions established by the outside agency,
57 organization or providers. For example, information from the Veteran's Administration
58 and Social Security Administration may not be released. Refer the individual requesting
59 such information to the source from which the information was obtained.

60 (4) An explanation of State policies and procedures affecting personal information will
61 be provided to each individual in that individual's native language or through the
62 appropriate mode of communication.

63 (d) **Request for information correction.** An individual who believes that information in the
64 individual's case record is inaccurate or misleading may request that the information be
65 amended. Even if the information is not amended, the request for amendment must be
66 documented in the case record.

67 ~~(e) **Release of information to other programs or authorities.** Paragraphs (1) through (4)~~
68 ~~of this Subsection provide the rules governing release of personal information to other~~
69 ~~programs or authorities **Release of information for audit, evaluation or research.**~~
70 Personal information may be released to an organization, agency, or individual engaged in
71 audit, evaluation, or research in accordance with the standards set forth in 34 CFR 361.38
72 (d)(1-5).

73 ~~(1) Upon receiving the informed written consent of the individual, or the individual's~~
74 ~~representative, information may be released to another agency or organization. Only~~
75 ~~that information that would be released to the involved individual, or the individual's~~
76 ~~representative will be released, and only to the extent that the other program or~~
77 ~~organization demonstrates that the information requested is necessary for its program.~~

78 ~~(2) Personal information will be released if required by Federal law or regulations.~~

79 ~~(3) Personal information will be released in response to investigations in connection~~
80 ~~with law enforcement, fraud, or abuse, unless expressly prohibited by Federal or State~~
81 ~~laws or regulations, and in response to an order issued by a judge, magistrate, or other~~
82 ~~authorized judicial officer.~~

83 ~~(4) Personal information may be released in order to protect the individual or others if~~
84 ~~the individual poses a threat to his or her safety or to the safety of others.~~

85 ~~(f) **Release of information for audit, evaluation or research.** Personal information may~~
86 ~~be released to an organization, agency, or individual engaged in audit, evaluation, or~~
87 ~~research, only:~~

88 ~~(1) for the purposes directly connected with the administration of the DVR or DSBVI~~
89 ~~program;~~

90 ~~(2) for purposes which would significantly improve the quality of life for persons with~~
91 ~~disabilities; and~~

92 ~~(3) if the organization, agency or individual assures:~~

93 ~~(A) The information will be used only for the purpose it is being provided;~~

94 ~~(B) The information will be released only to persons officially connected with the~~
95 ~~audit, evaluation or research;~~

96 ~~(C) The information will not be released to the individual;~~

97 ~~(D) The information will be managed in a manner to safeguard confidentiality; and~~

98 ~~(E) The final product will not reveal any personal identifying information without the~~
99 ~~informed written consent of the involved individual or the individual's representative.~~
100 ~~[34CFR361.38]~~

101 **(ef) Release of information to other programs or authorities.** Paragraphs ~~(1) through (4)~~
102 ~~of this Subsection provide the rules governing release of personal information to other~~
103 ~~programs or authorities. Upon receiving the informed written consent of the individual, or the~~
104 ~~individual's representative. DRS may release personal information to another agency or~~
105 ~~organization, in accordance with the standards set forth in 34 CFR 361.38 (e) (1.5).~~

106 ~~(1) Upon receiving the informed written consent of the individual, or the individual's~~
107 ~~representative, information may be released to another agency or organization. Only~~
108 ~~that information that would be released to the involved individual, or the individual's~~
109 ~~representative will be released, and only to the extent that the other program or~~
110 ~~organization demonstrates that the information requested is necessary for its program.~~

111 ~~(2) Personal information will be released if required by Federal law or regulations.~~

112 ~~(3) Personal information will be released in response to investigations in connection~~
113 ~~with law enforcement, fraud, or abuse, unless expressly prohibited by Federal or State~~
114 ~~laws or regulations, and in response to an order issued by a judge, magistrate, or other~~
115 ~~authorized judicial officer.~~

116 ~~(4) Personal information may be released in order to protect the individual or others if~~
117 ~~the individual poses a threat to his or her safety or to the safety of others.~~

1 **612:10-1-7. Purchase of services and goods for individuals with disabilities**
2 **[AMENDED]**

3 (a) All Department authorizations are made in compliance with the state purchasing policy
4 under legal authority of the Director or by an employee to whom the Director has delegated
5 such authority. Services, other than diagnosis and pre-employment transition services for
6 students with disabilities regardless of whether the student has applied or been determined
7 eligible for vocational rehabilitation services, must be in an approved Individualized Plan for
8 Employment prior to authorization. ~~All authorizations are to be issued prior to or~~
9 ~~simultaneously with the provision of the services. Verbal authorizations may be made when~~
10 ~~needed to ensure effective delivery of services. Verbal authorization must be followed~~
11 ~~immediately by the actual authorization. Separate authorizations for each fiscal year are~~
12 ~~required when a planned service extends beyond a single fiscal year. Rehabilitation~~
13 ~~professionals may not authorize fees for services in excess of those established by the~~
14 ~~Department unless approved by the Division Administrator. A prior written purchasing~~
15 ~~agreement is required before authorization can be made to any medical vendor or post-~~
16 ~~secondary school. Other nonmedical vendors will not require a prior written purchasing~~
17 ~~agreement unless stated otherwise in the DRS policy manual section(s) for that service.~~
18 ~~When a vendor has a prior written purchasing agreement with the Department, and required~~
19 ~~approvals have been obtained, authorization may be issued for consumer services directly~~
20 ~~to that vendor. All other consumer services will be purchased pursuant to the rules in (g) and~~
21 ~~(h) of this Section. However, a requisition may be submitted to the DRS Purchasing Section~~
22 ~~if, in the judgment of the responsible rehabilitation professional, the best interests of the~~
23 ~~consumer and/or the agency would be served by having the Purchasing Section handle the~~
24 ~~procurement. In either case, once items have been received and checked against the~~
25 ~~authorization, the appropriate DVR or DSBVI staff, in accordance with (g) and (h) of this~~
26 ~~Section, approves the claim, then forwards it to the DRS Financial Services Division. When~~
27 ~~a vendor does not abide by the authorization or written purchasing agreement or bills and~~
28 ~~accepts fees from the client in addition to those agreed upon, the rehabilitation professional~~
29 ~~will bring this to the immediate attention of the supervisor for action by the administration.~~
30 ~~The vendor will not be used for further rehabilitation services until agreement to discontinue~~
31 ~~the objectionable practice is reached.~~

32 (1) All authorizations are to be issued prior to or simultaneously with the provision of
33 the services.

34 (2) Verbal authorizations may be made when needed to ensure effective delivery of
35 services. Verbal authorization must be followed immediately by the actual authorization.

36 (3) Separate authorizations for each fiscal year are required when a planned service
37 extends beyond a single fiscal year. Rehabilitation professionals may not authorize fees
38 for services in excess of those established by the Department unless approved by the
39 Division Administrator.

40 (b) ~~Since the Department is a state-federal agency, it does not pay sales, excise, or~~
41 ~~transportation taxes~~ A prior vendor contract is required before authorizations can be made
42 to any post-secondary school.

43 (1) By state law, a vendor contract cannot be issued for more than 12 months. If this
44 written purchase agreement should lapse, vendor's claims will be denied by the
45 Department.

46 (A) Training facility agreements. Training services are purchased from a specific
47 vendor when a written agreement has been approved. Training facility are any type
48 of facility that provides training such as colleges, real estate school, private trade

49 schools, private vocational schools and career techs. A post-secondary school
50 (private or public) must have a prior written vendor contract with DRS before
51 services can be authorized to that vendor, unless the school is participating in a
52 direct payment program.

53 (B) Out-of-state vendor contracts. Are required to have a prior written vendor
54 contract with DRS before services can be authorized to that vendor. The client will
55 be provided an opportunity to attend the training facility of choice provided the
56 facility has a written agreement with the Department.

57 (2) When a vendor has this prior written purchasing agreement with the Department,
58 and required approvals have been obtained, authorization may be issued for vocational
59 rehabilitation services directly to that vendor.

60 ~~(c) All claims for medical and/or nonmedical client services must be filed on claim forms~~
61 ~~approved by the Department. When the provision of an authorization is fulfilled, payment for~~
62 ~~the authorized client services constitutes payment in full. The client will not have any~~
63 ~~financial liability other than the amount required of clients who must participate in the cost of~~
64 ~~the service provided. The individual is liable for services he/she arranged which were not~~
65 ~~planned and initiated under the auspices of DRS. When DVR and DSBVI funds are used to~~
66 ~~supplement third party medical resources, participation cannot exceed the difference~~
67 ~~between the third party payment and the Department's established schedule. Other~~
68 ~~nonmedical vendors will not require a prior written purchasing agreement unless stated~~
69 ~~otherwise in the DRS administrative rule manual section(s) for that service.~~

70 ~~(d) The client must transfer, assign, or authorize payments to the Department of any and all~~
71 ~~claims against Health Insurance or Liability Insurance companies or other third parties, to~~
72 ~~the full extent of all payments for medical services made by the Department. All other~~
73 ~~vocational rehabilitation services will be purchased pursuant to the administrative rules in (i)~~
74 ~~and (m) of this Section. However, a requisition may be submitted to the DRS Purchasing~~
75 ~~Section if, in the judgment of the responsible rehabilitation professional, the best interests of~~
76 ~~the individual and/or the agency would be served by having the Purchasing Section handle~~
77 ~~the procurement. In either case, once items have been received and checked against the~~
78 ~~authorization, the appropriate DVR or DSBVI staff, in accordance with (i) and (m) of this~~
79 ~~Section, approves the claim, then forwards it to the DRS Finance Services Division.~~

80 (1) When a vendor does not abide by the authorization or written purchasing agreement
81 or bills and accepts payment from the client in addition to those agreed upon, the
82 rehabilitation professional will bring this to the immediate attention of the supervisor for
83 action by the administration. The vendor will not be used for further rehabilitation
84 services until agreement to discontinue the objectionable practice is reached.

85 ~~(e) The Department retains right and title to any tools, equipment, durable medical~~
86 ~~equipment, or other goods costing \$500 or more purchased with DVR and DSBVI funds,~~
87 ~~until and unless such goods are released to the client. Upon delivery of any such goods to~~
88 ~~the client, a Receipt for Equipment and Title Agreement must be completed and approved.~~
89 ~~Since the Department is a state-federal agency, it does not pay sales, excise, or~~
90 ~~transportation taxes.~~

91 ~~(1) **Completion of Program:** Any tools, equipment or durable medical goods~~
92 ~~purchased for training or occupational purposes remain with the client after completion~~
93 ~~of the program of services if they can be used in the client's chosen vocation. If the~~
94 ~~client fails to complete the program of service, the counselor will make effort to reclaim~~
95 ~~the goods to transfer to another client.~~

96 ~~(2) **Disposition at closure:** Case recording must reflect the disposition at the time of~~
97 ~~closure of tools, equipment, and goods provided the client. All occupational tools,~~
98 ~~equipment, and durable medical goods remain the property of the agency until released.~~
99 ~~If the client is not using the items, the counselor will pick them up if an economical~~
100 ~~savings to the agency will result, and if the transfer will not endanger the health or safety~~
101 ~~of the client.~~

102 ~~(3) **Title Release:** Title on any tools, equipment or durable medical equipment~~
103 ~~purchased with DRS funds for training or occupational purposes will not be released to~~
104 ~~the client until the counselor has determined the client is using the items as planned.~~

105 ~~(f) When the rehabilitation professional determines an authorization or portion of an~~
106 ~~authorization will not be utilized, procedures to cancel the remaining services will be~~
107 ~~completed. Before the case is closed, all unliquidated authorizations must be canceled or~~
108 ~~accounted for to determine if a claim will be made against any outstanding authorization. All~~
109 ~~claims for medical and/or nonmedical client services must be filed on claim forms approved~~
110 ~~by the Department. When the provision of an authorization is fulfilled, payment for the~~
111 ~~authorized client services constitutes payment in full. The client will not have any financial~~
112 ~~liability other than the amount required of clients who must participate in the cost of the~~
113 ~~service provided.~~

114 ~~(g) Purchasing consumer goods or services, other than direct client payments, when there~~
115 ~~is no prior written purchasing agreement is basically a three step process. These steps~~
116 ~~include specifying the requirements for the goods or services, authorizing for the purchase,~~
117 ~~and receiving delivery of the goods or services. For audit purposes, no one person can~~
118 ~~perform more than one of these steps. A different person is required for: The individual is~~
119 ~~liable for services he/she arranged which were not planned and initiated under the auspices~~
120 ~~of DRS.~~

121 ~~(1) identifying the requirement for the purchase;~~

122 ~~(2) placing the order; and~~

123 ~~(3) accepting the material or service.~~

124 ~~(h) When a prior written purchasing agreement for consumer goods or services, other than~~
125 ~~direct client payments, is not required, and the service or package of services to be obtained~~
126 ~~will cost the amount of the DCAM authority order limit or less, the rehabilitation professional~~
127 ~~and client will jointly choose an appropriate vendor. The rehabilitation professional will then~~
128 ~~authorize for the planned services to the chosen vendor. When a prior written purchasing~~
129 ~~agreement for consumer services, other than direct client payments, is not required, and the~~
130 ~~service or package of services will cost more than the DCAM authority order limit, the~~
131 ~~rehabilitation professional will follow rules in (1) through (7) of this Subsection. The~~
132 ~~Department retains right and title to any tools, equipment, durable medical equipment, or~~
133 ~~other goods costing \$500 or more purchased with DVR and DSBVI funds, until and unless~~
134 ~~such goods are released to the client. Upon delivery of any such goods to the client, a~~
135 ~~Receipt for Equipment and Title Agreement must be completed and approved.~~

136 ~~(1) The rehabilitation professional will obtain specialist recommendations for purchase~~
137 ~~requirements and approvals in accordance with agency policy. Completion of Program:~~
138 ~~Any tools, equipment or durable medical goods purchased for training or occupational~~
139 ~~purposes remain with the client after completion of the program of services if they can~~
140 ~~be used in the client's chosen vocation. If the client fails to complete the program of~~
141 ~~service, the counselor will make effort to reclaim the goods to transfer to another client.~~

142 (2) The participation of the client, or the client's authorized representative, will be
143 obtained in deciding upon at least three vendors to be contacted by the rehabilitation
144 professional to obtain bids for the goods or services. The rehabilitation professional will
145 review available vendor information with the client, or client's authorized representative,
146 to jointly determine which vendor(s) can best meet the needs of the client in terms of
147 product and service function, quality, and vendor accessibility. Disposition at closure:
148 Case recording must reflect the disposition at the time of closure of tools, equipment,
149 and goods provided the client. All occupational tools, equipment, and durable medical
150 goods remain the property of the agency until released. If the client is not using the
151 items, the counselor will pick them up if an economical savings to the agency will result,
152 and if the transfer will not endanger the health or safety of the client.

153 (3) At least three vendors offering the goods or services will be contacted to obtain
154 bids. To expedite planning and service delivery, bids may be obtained verbally. Upon
155 request, contacted vendors will be afforded at least 24 hours in which to prepare and
156 submit the verbal bid. The rehabilitation professional will ensure that all bids are
157 submitted in writing for the same or comparable items, and will document the bids
158 received by using the Vendor Bid Documentation Form. Title Release: Title on any
159 tools, equipment or durable medical equipment purchased with DRS funds for training
160 or occupational purposes will not be released to the client until the counselor has
161 determined the client is using the items as planned.

162 (4) The rehabilitation professional will issue the appropriate authorization and claim to
163 the vendor submitting the lowest and best bid. If the rehabilitation professional
164 managing the case is also the recognized specialist who identified the purchase
165 requirements, then the supervisor will issue the appropriate authorization. Authorization
166 may be issued to a vendor not submitting the lowest bid only with strong documentation
167 that the selected vendor can best meet the needs of the client. When the bid is in
168 excess of \$5,000.00 the successful bidder will sign a non-collusion statement (to be
169 sent with the claim), which will be maintained in the case service record.

170 (5) In the case of a vehicle modification or housing modification, upon completion of the
171 authorized services, the counselor will contact the AT Specialist to schedule inspection
172 of the work in accordance with 612:10-7-220. The AT Specialist will complete the
173 "Assistive Technology Inspection Report" verifying the modification conforms to
174 acceptable standards and the work is satisfactory.

175 (6) Upon delivery of the goods or services in accordance with the IPE and
176 authorization, a rehabilitation staff person other than the specialist who specified the
177 purchase requirements and the rehabilitation professional who authorized the purchase
178 will accept delivery, verify that goods received match the vendor invoice, sign the
179 appropriate claim form, sign and attach the invoice and forward them to the DRS
180 Financial Services Division.

181 (7) Upon delivery of any goods costing \$500 or more to the client, a Receipt for
182 Equipment and Title Agreement must be completed and approved.

183 (8) Itemized documentation will be in the case record on all orders costing less than
184 \$500 and the client will acknowledge their receipt. (For example, signing and dating the
185 packaging slip, vendor's invoice, or typed list of goods.)

186 (9) Returned or repossessed items must be documented on for "Receipt for Equipment
187 and Title Agreement" and the final disposition noted in Case Narrative entry.

188 (i) ~~Program Managers will review case records when submitted for approvals to ensure that~~
189 ~~purchases are being awarded in a manner that ensures competition and client participation~~
190 ~~within the scope of DRS and applicable fiscal rules. At least once each fiscal year a random~~
191 ~~selection of case records will be reviewed by the DRS Central/Departmental Services Unit to~~
192 ~~monitor compliance with DRS and applicable fiscal rules. If a Program Manager has reason~~
193 ~~to believe that a rehabilitation professional is not making a good faith effort to award~~
194 ~~purchases in a competitive manner and in accordance with agency policy, a fiscal audit of~~
195 ~~the entire caseload will be requested to determine the appropriate action to take. When the~~
196 ~~rehabilitation professional determines an authorization or portion of an authorization will not~~
197 ~~be utilized, procedures to cancel the remaining services will be completed. Before the case~~
198 ~~is closed, all unliquidated authorizations must be canceled or accounted for to determine if a~~
199 ~~claim will be made against any outstanding authorization.~~

200 (j) ~~Pursuant to 74 O.S. 85.44A, any goods or services required under a court order shall be~~
201 ~~purchased in accordance with DRS fiscal rules. Purchasing vocational rehabilitation goods~~
202 ~~or services, other than direct client payments, when there is no prior written purchasing~~
203 ~~agreement is basically a three step process. These steps include specifying the~~
204 ~~requirements for the goods or services, authorizing for the purchase, and receiving delivery~~
205 ~~of the goods or services. For audit purposes, no one person can perform more than one of~~
206 ~~these steps. A different person is required for:~~

207 (1) identifying the requirement for the purchase;

208 (2) placing the order; and

209 (3) accepting the material or service.

210 (k) When a prior written purchasing agreement for vocational rehabilitation goods or
211 services, other than direct client payments, is not required, and the service or package of
212 services to be obtained will cost the amount of the OMES-DCAM authority order limit or
213 less, the rehabilitation professional and client will jointly choose an appropriate vendor. The
214 rehabilitation professional will then authorize for the planned services to the chosen vendor.
215 When a prior written purchasing agreement for vocational rehabilitation services, other than
216 direct client payments, is not required, and the service or package of services will cost more
217 than the OMES-DCAM authority order limit, the rehabilitation professional will follow
218 administrative rules in (1) through (7) of this Subsection.

219 (1) The rehabilitation professional will obtain specialist recommendations for purchase
220 requirements and approvals in accordance with agency ~~policy~~ administrative rules.

221 (2) The participation of the client, or the client's authorized representative, will be
222 obtained in deciding upon at least three vendors to be contacted by the rehabilitation
223 professional to obtain bids for the goods or services. The rehabilitation professional will
224 review available vendor information with the client, or client's authorized representative,
225 to jointly determine which vendor(s) can best meet the needs of the client in terms of
226 product and service function, quality, and vendor accessibility.

227 (3) At least three vendors offering the goods or services will be contacted to obtain
228 bids. To expedite planning and service delivery, bids may be obtained verbally. Upon
229 request, contacted vendors will be afforded at least 24 hours in which to prepare and
230 submit the verbal bid. The rehabilitation professional will ensure that all bids are
231 submitted in writing for the same or comparable items, and will document the bids
232 received by using the Vendor Bid Documentation Form.

233 (4) The rehabilitation professional will issue the appropriate authorization and claim to
234 the vendor submitting the lowest and best bid. If the rehabilitation professional
235 managing the case is also the recognized specialist who identified the purchase
236 requirements, then the supervisor will issue the appropriate authorization. Authorization
237 may be issued to a vendor not submitting the lowest bid only with strong documentation
238 that the selected vendor can best meet the needs of the client. When the bid is in
239 excess of \$5,000.00 the successful bidder will sign a non-collusion statement (to be
240 sent with the claim), which will be maintained in the case service record.

241 (5) In the case of a vehicle modification or housing modification, upon completion of the
242 authorized services, the counselor will contact the AT Specialist to schedule inspection
243 of the work in accordance with 612:10-7-220. The AT Specialist will complete the
244 "Assistive Technology Inspection Report" verifying the modification conforms to
245 acceptable standards and the work is satisfactory.

246 (6) Upon delivery of the goods or services in accordance with the IPE and
247 authorization, a rehabilitation staff person other than the specialist who specified the
248 purchase requirements and the rehabilitation professional who authorized the purchase
249 will accept delivery, verify that goods received match the vendor invoice, sign the
250 appropriate claim form, sign and attach the invoice and forward them to the DRS
251 Finance Services Division.

252 (7) Upon delivery of any goods costing \$500 or more to the client, a Receipt for
253 Equipment and Title Agreement must be completed and approved.

254 (8) Itemized documentation will be in the case record on all orders costing less than
255 \$500 and the client will acknowledge their receipt. (For example, signing and dating the
256 packaging slip, vendor's invoice, or typed list of goods.)

257 (9) Returned or repossessed items must be documented on for "Receipt for Equipment
258 and Title Agreement" and the final disposition noted in Case Narrative entry.

259 (l) Program Managers will review record of services when submitted for approvals to ensure
260 that purchases are being awarded in a manner that ensures competition and client
261 participation within the scope of DRS and applicable fiscal rules. At least once each fiscal
262 year a random selection of record of services will be reviewed by the DRS
263 Central/Departmental Services Unit to monitor compliance with DRS and applicable fiscal
264 rules. If a Program Manager has reason to believe that a rehabilitation professional is not
265 making a good faith effort to award purchases in a competitive manner and in accordance
266 with agency policy administrative rules, a fiscal audit of the entire caseload will be requested
267 to determine the appropriate action to take.

268 (1) Prior to the initiation of the Individualized Plan for Employment (IPE), the counselor
269 must determine if:

270 (A) a vendor agreement is needed;

271 (B) there is an established rate or fee schedule; and

272 (C) client's participation in cost of services is required.

273 (m) Pursuant to 74 O.S. 85.44A, any goods or services required under a court order shall
274 be purchased in accordance with DRS fiscal rules.

612:10-1-8. Vendor contracts [REVOKED]

~~(a) **Nonmedical vendor contracts.** A post-secondary school (private or public) must have a prior written purchasing agreement with DRS before services can be authorized to that vendor, unless the school is participating in a direct payment program. Other nonmedical services to be purchased from a vendor will not require a prior written purchasing agreement unless stated otherwise in the DRS manual section(s) for that service, or in accordance with 612:10-1-7. Services requiring a prior written agreement cannot be authorized until a prior written agreement has been completed. Prior to the initiation of the Individualized Plan for Employment (IPE), the counselor must determine if:~~

- ~~(1) a vendor agreement is needed;~~
- ~~(2) there is an established rate or fee schedule; and~~
- ~~(3) client's participation in cost of services is required.~~

~~(b) **Training facility agreements.** Training services are purchased from a specific vendor when an active agreement has been approved by the Department of Central Services and placed on file in the Office of Management and Enterprise Services.~~

~~(c) **Out-of-state vendor agreements.** By state law, an agreement cannot be issued for more than 12 months. If an agreement should lapse, vendor's claims for clients' training will be denied by the Department under state law. The client will be provided an opportunity to attend the training facility of choice provided the facility has an active agreement with the Department.~~

~~(d) **Medical vendor agreements.** Medical services or supplies may be purchased only from medical vendors having active purchasing agreements with the Department.~~

SUBCHAPTER 3. CLIENT PARTICIPATION IN COST OF SERVICES

1 **612:10-3-2. Consideration of comparable services and benefits [AMENDED]**

2 (a) **Determination of availability.** Prior to providing an accommodation or auxiliary aid or
3 service or any VR service vocational rehabilitation services, except those services listed
4 under 34 CFR 361.53 (b), to an eligible individual or to members of the individual's family,
5 except those services specified in Paragraph (1), the VR or SBVI counselor must will
6 determine whether comparable services and benefits, as defined in 34 CFR 361.5 (c) (8) are
7 available to the individual unless such a determination would interrupt or delay services
8 according to 34 CFR 361.53 (a-c). under any other program unless any of the conditions in
9 Paragraph (2) apply to the individual.

10 ~~(1) The VR services listed in (A) through (F) are to be provided without first determining~~
11 ~~the availability of comparable services and benefits. However, comparable services and~~
12 ~~benefits may be used for these VR services if the comparable services and benefits are~~
13 ~~readily available at the time the VR services are needed. VR services exempt from a~~
14 ~~required search for comparable services and benefits are:~~

15 ~~(A) information and referral services to eligible individuals not in an open priority~~
16 ~~group under the order of selection;~~

17 ~~(B) assessment for determining eligibility and vocational rehabilitation needs by~~
18 ~~qualified personnel, including, if appropriate, an assessment by personnel skilled in~~
19 ~~rehabilitation technology;~~

20 ~~(C) counseling and guidance, including information and support services to assist~~
21 ~~an individual in exercising informed choice;~~

22 ~~(D) referral and other services to secure needed services from other agencies~~
23 ~~through cooperative agreements;~~

24 ~~(E) job-related services, including job search and placement assistance, job~~
25 ~~retention services, follow-up services, and follow-along services; and~~

26 ~~(F) rehabilitation technology, including telecommunications, sensory, and other~~
27 ~~technological aids and devices.~~

28 ~~(2) Determining whether comparable benefits and services are available will not be~~
29 ~~required prior to providing any VR services if that determination would interrupt or delay:~~

30 ~~(A) the progress of the individual toward achieving the employment outcome~~
31 ~~identified in the IPE;~~

32 ~~(B) an immediate job placement; or~~

33 ~~(C) the provision of such services to any individual at extreme medical risk.~~

34 (b) **Exempt services.** The vocational rehabilitation services described in 34 CFR 361.48 (b)
35 are exempt from a determination of the availability of comparable services and benefits
36 under paragraph (a) of this section as identified in 34 CFR 361.53 (b) (1-6). Counselors will
37 advise clients of available benefits, help in completing the application for such benefits when
38 needed, and refer clients to the appropriate contact person. Each client is required to apply
39 for such benefits. DVR and DSBVI will not participate in the cost of services for any client
40 who fails to apply for and accept available comparable benefits.

41 (1) However, comparable services and benefits may be used for these VR services if
42 the comparable services and benefits are readily available at the time the VR services
43 are needed.

44 (c) **Provision of services.** ~~Whether or not the client must participate in the cost of VR~~
45 ~~services has absolutely no effect upon the required search for, or use of, available~~
46 ~~comparable benefits. Available comparable benefits cannot be used in place of client~~
47 ~~resources when the client is required to participate in the cost of VR services.~~

48 (1) If comparable services or benefits exist under any other program and are available
49 to the individual at the time needed to ensure the progress of the individual toward
50 achieving the employment outcome in the individual's individualized plan for
51 employment, DRS must use those comparable services or benefits to meet, in whole or
52 part, the costs of the vocational rehabilitation services.

53 (2) If comparable services or benefits exist under any other program, but are not
54 available to the individual at the time needed to ensure the progress of the individual
55 toward achieving the employment outcome specified in the individualized plan for
56 employment, DRS must provide vocational rehabilitation services until those
57 comparable services and benefits become available.

58 (3) Each eligible individual is required to apply for such benefits. DVR and DSBVI will
59 not participate in the cost of services for any client who fails to apply for and accept
60 available comparable benefits.

61 (4) Whether or not the client must participate in the cost of VR services has absolutely
62 no effect upon the required search for, or use of, available comparable benefits.
63 Available comparable benefits cannot be used in place of client resources when the
64 client is required to participate in the cost of VR services.

65 (5) A student loan is not a comparable benefit. Failure to apply for a student loan which
66 must be repaid will not be cause to withhold participation by DVR or DSBVI. Clients who
67 have defaulted on a student loan will not be assisted with post-secondary training until
68 the client has cleared the default or has made arrangement with the lender on the terms
69 of payment.

70 (6) Clients will be informed of and are expected to provide the counselor a copy of the
71 award letter(s) or other written notice of comparable benefits received from other
72 sources.

73 ~~(d) Awards and scholarships based upon merit will not be counted as comparable benefits.~~

74 ~~(e) A student loan is not a comparable benefit. Failure to apply for a student loan which~~
75 ~~must be repaid will not be cause to withhold participation by DVR or DSBVI. Clients who~~
76 ~~have defaulted on a student loan will not be assisted with post-secondary training until the~~
77 ~~client has cleared the default or has made arrangement with the lender on the terms of~~
78 ~~payment. Documentation of the arrangement made must be in the case record before post-~~
79 ~~secondary training services are provided when it is known a client has defaulted on a loan.~~
80 ~~The counselor will inform such clients of organizations which can help resolve debt~~
81 ~~problems, such as credit counseling services and legal aid.~~

82 ~~(f) Clients are expected to provide the counselor a copy of the award letter(s) or other~~
83 ~~written notice of comparable benefits received from other sources, and it is expected the~~
84 ~~comparable services and benefits available to the client will be used to defray all or part of~~
85 ~~the cost of the individual's IPE.~~

86 ~~(g) The client's IPE will be reviewed and amended by the client and VR counselor~~
87 ~~whenever comparable services or benefits that were not accounted for in the original plan~~
88 ~~become available to the client.~~

89 ~~(hd) Cooperative agreements between DRS and other service providers may affect how~~
90 ~~comparable services and benefits available from such service providers will be applied in an~~
91 ~~IPE. Cooperative agreements entered into by DRS with other service providers will include:~~
92 ~~**Interagency coordination.** The vocational rehabilitation services portion of the Unified or~~
93 ~~Combined State Plan must assure that the Governor, in consultation with DRS and other~~
94 ~~appropriate agencies, will ensure that an interagency agreement or other mechanism for~~
95 ~~interagency coordination takes effect between DRS and any appropriate public entity,~~
96 ~~including the State entity responsible for administering the State Medicaid program, a public~~
97 ~~institution of higher education, and a component of the statewide workforce development~~
98 ~~system, to ensure the provision of vocational rehabilitation services, and if appropriate,~~
99 ~~accommodations or auxiliary aids and services, (other than those services listed in~~
100 ~~paragraph (b) of this section) that are included in the individualized plan for employment of~~
101 ~~an eligible individual, including the provision of those vocational rehabilitation services~~
102 ~~(including, if appropriate, accommodations or auxiliary aids and services) during the~~
103 ~~pendency of any interagency, dispute in accordance with the provisions of paragraph (d) (3)~~
104 ~~(iii) of 34 CFR 361.53 (d) (1-3).~~

105 ~~(1) provisions for determining and stating the financial responsibility of each agency in~~
106 ~~providing services;~~

107 ~~(2) conditions, terms, and procedures for DRS to be reimbursed by other agencies for~~
108 ~~providing covered services;~~

109 ~~(3) procedures for resolving interagency disputes under the agreement; and~~

110 ~~(4) coordination of agency procedures for timely VR services delivery.~~

111 ~~**(e) Resonsibilites under other law.** If a public entity other than DRS is obligated under~~
112 ~~Federal law (such as the Americans with Disability Act, Section 504 of the Act, or section~~
113 ~~188 of the Workforce Innovation and Opportunity Act) or State law, or assigned~~
114 ~~responsibility under State administrative rules or an interagency agreement established~~
115 ~~under this section, to provide or pay for any services considered to be vocational~~
116 ~~rehabilitation services (e.g., interpreter services under 34 CFR 361.48 (j)), and, if~~
117 ~~appropriate, accommodations or auxiliary aids and services other than those services listed~~
118 ~~in paragraph (b) of this section, the public entity must fulfill that obligation or responsibility~~
119 ~~according to the terms in 34 CFR 361.53 (e) (1-2).~~

1 **612:10-3-3. ~~Client participation in services cost and financial status determination~~**
2 **Participation of individuals in cost of services based on financial need [Amended]**

3 (a) DRS has chosen to consider the financial need of eligible individuals or individuals who
4 are receiving services through the trial work experiences under 34 CFR 361.42 (e) for
5 purposes of determining the extent of their participation in the costs of vocational
6 rehabilitation services, other than those services identified in paragraph (c) in this section
7 according to the criteria set forth in 34 CFR 361.54 (b) (1-2).

8 ~~(ab) DVR and DSBVI require requires the client to participate in the cost of some vocational~~
9 ~~rehabilitation services if the client and/or client's family income exceeds the established~~
10 ~~basic living requirement for the applicable family size. Any client whose available family~~
11 ~~income exceeds the applicable basic living requirements is required to apply the monthly~~
12 ~~surplus to the cost of services during each 30 day period services are provided who has~~
13 ~~been determined eligible for Social Security benefits under Title II or XVI of the Social~~
14 ~~Security Act is exempt from client participation in service costs.~~

15 ~~(b) Before an individual can be provided services other than those listed in DRS policy, the~~
16 ~~counselor must evaluate the client's financial situation to determine if the client must~~
17 ~~participate in the cost of services, and if so, the amount of such participation. Any client~~
18 ~~whose available family income exceeds the applicable basic living requirements is required~~
19 ~~to apply the monthly surplus to the cost of services during each 30 day period services are~~
20 ~~provided. DVR and DSBVI funds will not be used to purchase services based on client's~~
21 ~~financial status when there is any refusal on client's behalf to participate in the cost of~~
22 ~~services. However, the client can be provided services not based on financial status. Any~~
23 ~~client who does not have a surplus is not required to participate in the cost of services.~~
24 ~~Financial status does not exempt the client from required use of comparable benefits. If a~~
25 ~~payment is required of the client, it will be made to the vendor.~~

26 ~~(c) The counselor will re-evaluate the client's financial situation at least annually and any~~
27 ~~time there is a change in the financial situation of the client or family. The amount of client~~
28 ~~participation in cost is based upon the most recent determination of client's financial status~~
29 ~~at the time the IPE or amendment is written, and is stated in the IPE or amendment. A basic~~
30 ~~living requirement has been established for different size family groups. A family member is~~
31 ~~an individual who is a relative or guardian of an applicant or eligible individual. Basis living~~
32 ~~requirements are based on 200% of the Federal poverty level adjusted annually for family~~
33 ~~size. The standard is intended to cover only the necessities of food, shelter, utilities,~~
34 ~~clothing, transportation, and incidentals to give the counselor some criteria by which to~~
35 ~~measure the financial need of a client. To qualify as independent from the family group, the~~
36 ~~client must meet on of the following criteria:~~

37 (1) Beneficiary of Titles II (federal old age, survivors, and disability insurance benefits)
38 or XVI (SSI);

39 (2) At least 24 years of age and single;

40 (3) A ward of the court and in custody of DHS;

41 (4) Married and maintaining a separate household;

42 (5) Meets the criteria for temporary housing as described (7) of this section or;

43 (6) The counselor verifies the client has the financial resources to demonstrate self-
44 sufficiency and the client declares no family contributions are available.

45 (7) An eligible individual whose disability has resulted in the need to live with family or
46 friend, and as appropriate the individual's spouse and dependent children, will be
47 considered as a separate household regardless of living arrangements.

48 (A) Verification of family membership should be based upon whatever available
49 information most accurately documents family membership according to the
50 definition given in this administrative rule. Examples of acceptable verification
51 include the latest Federal income tax return, payroll information, insurance policies,
52 client report, and/or counselor observation.

53 ~~(d) The client's financial status must be verified when an IPE includes services which~~
54 ~~require client participation in cost of services. Information used to verify the client's financial~~
55 ~~status includes such documents as income tax returns, bank statements, pay stubs,~~
56 ~~canceled checks, payment receipts, and/or payroll documents. It is the client's responsibility~~
57 ~~to provide the documents needed for verification of financial status information for the family.~~
58 ~~If the client refuses to provide the requested verification, DVR and DSBVI resources will not~~
59 ~~be used to defray the cost of services which require client participation in cost of services.~~
60 The client can be provided services not based on financial needs, the following services do
61 not require a determination of financial need status:

62 (1) services provided to assess eligibility and priority for services (services which would
63 require the individual's participation in cost under an IPE will also require the individual's
64 participation in cost during an evaluation of the individual's ability to benefit from VR
65 services);

66 (2) counseling and guidance including information and support services to assist an
67 individual in exercising informed choice;

68 (3) Referral and other services to secure needed services from other agencies,
69 including other components of the statewide workforce development system;

70 (4) on-the-job training, work experience, internships and apprenticeships;

71 (5) personal or vocational adjustment training;

72 (6) personal assistance services;

73 (7) job-related services including job search and placement assistance, job retention
74 services, follow-up services and follow-along services; under 34 CFR 361.48 (b) (12);

75 (8) compensatory training;

76 (9) Supported employment, employment and retention; or

77 (10) any auxiliary aid or service (e.g., interpreter services, reader services) that an
78 individual with a disability require under Section 504 of the Act or the American with
79 Disabilities Act (42 U.S.C. 12101, et seq.) or regulations implementing those laws, in
80 order for the individual to participate in the VR program.

81 (e) Any client who does not have a surplus is not required to participate in the cost of
82 services. Financial need does not exempt the client from required use of comparable
83 benefits. If a payment is required of the client, it will be made to the vendor.

84 (f) The counselor will re-evaluate the client's financial situation at least annually and any
85 time there is a change in the financial situation of the client or family. The amount of client

86 participation in cost is based upon the most recent determination of client's financial needs
87 at the time the IPE or amendment. If applicable, the extent of the individual's participation in
88 paying for the cost of services is identified on the IPE service (e.g. Family monthly income
89 surplus will be exhausted prior to agency financial contribution).

90 (g) The client's financial needs must be verified when an IPE includes service which require
91 client participation in costs of services.

92 (h) Determination of income and liabilities will be verified and documented by the counselor
93 in the record of service when services in the IPE and amendments require client
94 participation in cost. If the individual refuses to provide the requested information, DRS
95 resources will not be used to purchase services which require client participation in cost of
96 the services.

97 (1) Income.

98 (A) Income generated from salaried wages will be calculated by gross earnings
99 minus federal taxes, state taxes and social security deductions.

100 (B) Income generated from business or profession will be calculated by adjusted
101 gross minus additional federal and state taxes divided by 12 to determine a monthly
102 amount.

103 (C) Income received from unearned sources, such as pensions, public assistance,
104 interest, dividends, royalties, trust fund, or money payments of any kind will be
105 counted. Educational grants, stipends, or loans will not be included in the
106 calculation. If a yearly income is available, it will be divided by 12 to calculate a
107 monthly amount.

108 (2) Liabilities. When the client is making payments on any areas of liability listed below,
109 payments will be itemized. If payments are not being made on a debt, an expense
110 cannot be shown for this item.

111 (A) Medical. Out-of-pocket medical payments not covered by insurance, including
112 medication and supplies, can be used as a medical expense. Monthly premiums for
113 health insurance can be included.

114 (B) Disability related expenses. Disability related expenses beyond the basic living
115 requirements may be considered, if not funded by DRS.

116 (C) Other. Court order commitments, including child support, can be counted as a
117 liability.

118 (D) Education expenses. Costs for any family member incurred only for tuition,
119 books, and fees, toward post-secondary educational expenses, not included in the
120 IPE or paid by grants, scholarships, fee waivers, etc., can be counted as a liability.
121 Only the amount of the payments can be counted as a liability.

122 (i) Case recording requirements. A statement regarding the re-evaluation of financial needs
123 must be included in the record of service. The financial review may be included in the IPE
124 review if they occur at the same time.

1 **612:10-3-4. Services exempt from client participation in service costs [REVOKED]**

2 ~~(a) DVR and DVS clients who have income and assets above the basic living requirements~~
3 ~~will be required to apply surplus resources to the cost of rehabilitation services except for~~
4 ~~the following services which do not require a determination of financial status:~~

5 ~~(1) services provided to assess eligibility and rehabilitation needs (services which would~~
6 ~~require the individual's participation in cost under an IPE will also require the individual's~~
7 ~~participation in cost during an evaluation of the individual's ability to benefit from VR~~
8 ~~services);~~

9 ~~(2) counseling, guidance, referral, and other services provided directly by DVR and~~
10 ~~DVS staff;~~

11 ~~(3) on-the-job training, work experiences, internships and apprenticeships;~~

12 ~~(4) personal or work-adjustment training;~~

13 ~~(5) reader services;~~

14 ~~(6) interpreter services;~~

15 ~~(7) personal assistance services;~~

16 ~~(8) job-related services including job search and placement, job retention services,~~
17 ~~follow-up services and follow-along services;~~

18 ~~(9) compensatory training;~~

19 ~~(10) job coaching services (i.e., supported employment, employment and retention,~~
20 ~~transitional employment); or~~

21 ~~(11) any auxiliary aid or service that an individual with a disability require under Section~~
22 ~~504 of the Rehabilitation Act or the Americans with Disabilities Act, or regulations~~
23 ~~implementing those laws, in order for the individual to participate in the VR program;~~
24 ~~and~~

25 ~~(12) library services.~~

26 ~~(b) Recipients of Social Security benefits under Titles II (federal old age, survivors, and~~
27 ~~disability insurance benefits) or XVI (SSI) of the Social Security Act do not have to~~
28 ~~participate financially in the cost of their rehabilitation program.~~

1 **612:10-3-5. Basic living requirements [REVOKED]**

2 ~~(a) A basic living requirement has been established for different size family groups. A~~
3 ~~family member is an individual who is a relative or guardian of an applicant or eligible~~
4 ~~individual. Basic living requirements are based on 200% of the Federal poverty level~~
5 ~~adjusted annually for family size. The standard is intended to cover only the necessities of~~
6 ~~food, shelter, utilities, clothing, transportation, and incidentals to give the counselor some~~
7 ~~criteria by which to measure the financial status of a client. To qualify as independent from~~
8 ~~the family group, the client must meet one of the following criteria:~~

9 ~~(1) Beneficiary of Titles II (federal old age, survivors, and disability insurance benefits)~~
10 ~~or XVI (SSI);~~

11 ~~(2) At least 24 years of age and single;~~

12 ~~(3) A ward of the court and in custody of DHS;~~

13 ~~(4) Married and maintaining a separate household;~~

14 ~~(5) Meets the criteria for temporary housing as described in 612:10-3-5(c) or;~~

15 ~~(6) The counselor verifies the client has the financial resources to demonstrate self-~~
16 ~~sufficiency and the client declares no family contributions are available.~~

17 ~~(b) Verification of family membership should be based upon whatever available information~~
18 ~~most accurately documents family membership according to the definition given in this rule.~~
19 ~~Examples of acceptable verification include the latest Federal income tax return, payroll~~
20 ~~information, insurance policies, client report, and/or counselor observation.~~

21 ~~(c) An eligible individual whose disability has resulted in the need to live with family or~~
22 ~~friends, and as appropriate the individual's spouse and dependent children, will be~~
23 ~~considered as a separate household regardless of living arrangements.~~

1 **612:10-3-6. Income and Liabilities [REVOKED]**

2 ~~Determination of income and liabilities will be verified and documented by the counselor~~
3 ~~in the case recording when services in the IPE and amendments require client participation~~
4 ~~in cost. If the individual refuses to provide the requested information, DRS resources will~~
5 ~~not be used to purchase services which require client participation in cost of the services.~~

6 ~~(1) **Income.**~~

7 ~~(A) Income generated from salaried wages will be calculated by gross earnings~~
8 ~~minus federal taxes, state taxes and social security deductions.~~

9 ~~(B) Income generated from business or profession will be calculated by adjusted~~
10 ~~gross minus additional federal and state taxes divided by 12 to determine a monthly~~
11 ~~amount.~~

12 ~~(C) Income received from unearned sources, such as pensions, public assistance,~~
13 ~~interest, dividends, royalties, trust fund, or money payments of any kind will be~~
14 ~~counted. Educational grants, stipends, or loans will not be included in the~~
15 ~~calculation. If a yearly income is available, it will be divided by 12 to calculate a~~
16 ~~monthly amount.~~

17 ~~(2) **Liabilities.** When the client is making payments on any areas of liability listed~~
18 ~~below, payments will be itemized. If payments are not being made on a debt, an~~
19 ~~expense cannot be shown for this item.~~

20 ~~(A) **Medical.** Out-of-pocket medical payments not covered by insurance, including~~
21 ~~medication and supplies, can be used as a medical expense. Monthly premiums for~~
22 ~~health insurance can be included.~~

23 ~~(B) **Disability related expenses.** Disability related expenses beyond the basic~~
24 ~~living requirements may be considered, if not funded by DRS.~~

25 ~~(C) **Other.** Court order commitments, including child support, can be counted as a~~
26 ~~liability.~~

27 ~~(D) **Education expenses.** Costs for any family member incurred only for tuition,~~
28 ~~books, and fees, toward post-secondary educational expenses, not included in the~~
29 ~~IPE or paid by grants, scholarships, fee waivers, etc., can be counted as a liability.~~
30 ~~Only the amount of the payments can be counted as a liability.~~

**SUBCHAPTER 7. VOCATIONAL REHABILITATION AND SERVICES FOR THE BLIND
AND VISUALLY IMPAIRED**

**PART 1. SCOPE OF VOCATIONAL REHABILITATION AND SERVICES FOR THE
BLIND AND VISUALLY IMPAIRED**

1 **612:10-7-2. Field staff responsibilities [AMENDED]**

2 (a) The counselor is responsible for contacting each referral within 30 days of receipt of the
3 referral information. The counselor is responsible for completing a contact by telephone or in
4 person. The counselor is responsible for providing interpreter services to applicants who are
5 deaf or non-English speaking.

6 (b) The qualified vocational rehabilitation counselor is responsible for the determination of
7 an individual's eligibility to receive services from DVR or DSBVI. In cases where the
8 counselor has difficulty in making an eligibility determination, the counselor will consult with
9 the supervisor. For further clarification, the case will be reviewed by the field coordinator for
10 a decision. Individuals who are legally blind are to be referred to the appropriate
11 rehabilitation teacher for determination of eligibility for the rehabilitation teaching program.

12 (c) The qualified vocational rehabilitation counselor's primary vocational rehabilitation
13 service is counseling and guidance with job placement. Additional services must be justified
14 as necessary to compensate for, correct or circumvent an impediment to employment. Every
15 IPE must include a plan of counseling and guidance services. Regular documentation of
16 counseling sessions will be included in every DVR and DSBVI case.

17 (d) The qualified vocational rehabilitation counselor is to ensure that the client is a full
18 participant in the decisions that are made concerning his or her vocational rehabilitation.
19 This responsibility is carried out by providing the individual with as much relevant
20 information as is available so that the individual, and/or the individual's authorized
21 representative, can exercise informed choice consistent with the Department's policies
22 administrative rules. The minimum information concerning service choice to be supplied
23 includes:

- 24 (1) service cost;
- 25 (2) available service providers;
- 26 (3) service accessibility;
- 27 (4) expected duration of services;
- 28 (5) ~~consumer~~ client satisfaction with the services in question, to the extent that such
29 information is available;
- 30 (6) qualifications of potential service providers;
- 31 (7) the types of services offered by the potential service providers;
- 32 (8) the degree to which services are provided in integrated settings; and
- 33 (9) outcomes achieved by individuals working with the service provider, to the extent
34 such information is available.

35 (e) The individual will be notified in writing of any adverse determination made by
36 professional staff concerning that individual's case. This notification will be made in a timely
37 manner, and in a manner that supports the individual's right to due process.

38 (f) The counselor will complete a financial ~~status-determination form~~ needs test prior to the
39 provision of any service (other than exempt services listed in 612:10-3-3 ~~612:10-3-4~~) to
40 determine if the client will be required to participate in the cost of services. Verification of

41 financial needs is not required if all services on the IPE are "exempt services" or if the
42 agency will not be contributing to the sponsorship of "non-exempt" services (s) on the IPE.

43 (g) The counselor will inform each individual of his or her rights and responsibilities as an
44 applicant or client of DVR and DSBVI. Cross reference 612:10-7-3

45 (h) The Department of Rehabilitation Services (DRS) has an obligation under state and
46 federal law to provide services in a fair and impartial manner. State Ethics Commission
47 Rules state that the proper operation of state government requires that the state employee
48 be independent and impartial; that state employees not use state office to obtain private
49 benefits; that a state employee must avoid action which creates the appearance of using
50 state office to obtain a private or inappropriate benefit; and that state employees exercise
51 their powers without prejudice or favoritism.

1 **612:10-7-3. Client responsibilities [AMENDED]**

2 To make the rehabilitation effort a success, the individual and agency's staff must work
3 together to reach chosen goals. This shared responsibility requires that the client or
4 applicant for services accept the basic responsibilities in (1) through (12) of this Subsection.
5 Other specific client responsibilities are stated in relevant manual sections. It is the
6 counselor's responsibility to fully and appropriately inform the client of client responsibilities.

7 (1) Provide information and be available to complete the assessment process to find
8 out if you are eligible for services.

9 (2) Be on time and keep appointments with DVR/DSBVI staff, doctors and others. Call
10 in advance or as soon as possible, if you cannot come to an appointment.

11 (3) Follow the advice of doctors and other medical professionals to include compliance
12 with all prescribed medications.

13 (4) Participate with your DVR/DSBVI qualified vocational rehabilitation counselor in
14 developing the Individualized Plan for Employment, (IPE) including participating in
15 assessments needed to determine your needs and strengths.

16 (5) Provide enrollment documents to your home/supervisor counselor before the
17 college or university's designated "Drop and Add" deadline so an authorization can be
18 issued, if your IPE includes educational and training services.

19 (6) Attend education or training classes on a regular basis and ~~make at least~~ maintain
20 passing grades, if your IPE includes these services.

21 (A) Payment of training services based on client's financial need will not be
22 provided if the client's grades fall below 1.8 overall GPA.

23 (B) Training services may be paid for a client having an overall GPA between
24 1.8 and 1.9 for the first semester that grades fall below 2.0 overall GPA.
25 Subsequent enrollments can only be paid if the student's overall GPA shows
26 progress.

27 (7) Review your IPE with your qualified vocational rehabilitation counselor at least once
28 a year and participate in making revisions to the plan when needed.

29 (8) Maintain satisfactory progress toward completing the IPE.

30 (9) Abstain from abuse of drugs and/or alcohol. Individuals who abuse drugs and/or
31 alcohol while receiving services will be referred to the Oklahoma Department of Mental
32 Health and Substance Abuse Services (ODMHSAS) and/or other appropriate agencies
33 for purposes of seeking treatment. All case services will be suspended. If the client
34 refuses or fails to cooperate with seeking treatment, or is not available to pursue a DRS
35 program, this will be considered as reasonable cause for case closure.

36 (10) Keep the appropriate professional informed of changes in the individual's address,
37 financial ~~status~~ need, or other program-related changes.

38 (11) Apply for and make appropriate use of any comparable benefits and services for
39 which the client is eligible to defray in whole or in part the cost of services in the
40 individual's IPE and provide verification of financial aid award status to counselor.

41 (12) Work with the counselor to obtain or keep suitable competitive integrated gainful
42 employment or appropriate independent living outcomes as services are being
43 completed.

PART 3. CASE PROCESSING REQUIREMENTS

1 **612:10-7-21.1 Processing incoming referrals [REVOKED]**

2 ~~(a) Processing incoming referrals. All referrals to DVR and DSBVI will be contacted by the~~
3 ~~VR counselor and appropriate action taken within 30 days, after receipt of the referral~~
4 ~~information. The counselor is responsible for completing a contact by telephone or in~~
5 ~~person. The counselor is responsible for providing interpreter services to referrals who are~~
6 ~~deaf or non-English speaking. In situations where the individual cannot be personally~~
7 ~~contacted, correspondence will be mailed to the individual for informational purposes.~~

8 ~~(b) Referrals to rehabilitation teachers. All individuals who are legally blind, whether being~~
9 ~~served by a DVR counselor or a DSBVI counselor, will be referred to a rehabilitation~~
10 ~~teacher. Rehabilitation teachers may also receive counselor referrals and provide services~~
11 ~~for individuals who are not legally blind but have functional limitations due to vision loss and~~
12 ~~have potential to benefit from rehabilitation teaching services.~~

1 **612:10-7-21.2. Information and referral system [REVOKED]**

2 ~~(a) DVR and DSBVI staff will ensure that individuals with disabilities, including eligible~~
3 ~~individuals who do not meet order of selection criteria when the agency is operating under~~
4 ~~an order of selection, are provided accurate vocational rehabilitation information and~~
5 ~~guidance, using appropriate modes of communication. This information and guidance will be~~
6 ~~used to assist the individual in preparing for, securing, retaining, or regaining employment.~~

7 ~~(b) Staff will ensure that individuals with disabilities are appropriately referred to Federal~~
8 ~~and State programs, including other components of the workforce investment system. An~~
9 ~~appropriate referral shall:~~

10 ~~(1) be to the Federal or State program(s) best suited to address the specific~~
11 ~~employment needs of the individual; and~~

12 ~~(2) include, for each involved program, provision to the individual of:~~

13 ~~(A) a notice of the referral from DVR or DSBVI to the agency responsible for the~~
14 ~~program;~~

15 ~~(B) information identifying a specific point of contact within the agency responsible~~
16 ~~for the program; and~~

17 ~~(C) information and advice regarding the most suitable services to assist the~~
18 ~~individual.~~

1 **612:10-7-22.1. Application Processing referrals and applications [AMENDED]**

2 (a) ~~Application for services.~~ An individual is considered to have submitted an application
3 when the individual, or the individual's authorized representative, as appropriate: **Referrals.**
4 DRS must establish and implement standards for the prompt and equitable handling of
5 referrals of individuals for vocational rehabilitation services, including referrals of individuals
6 made through the one-stop service delivery systems under section 121 of the Workforce
7 Innovation and Opportunity Act. The standards must include timelines for making good faith
8 efforts to inform these individuals of application requirements and to gather information
9 necessary to initiate an assessment for determining eligibility and priority for services.

10 (1) ~~has completed and signed an application form or has otherwise requested services~~
11 ~~(includes, but is not limited to requests made verbally, by telephone, in writing, by~~
12 ~~facsimile, etc.); Processing incoming referrals. All referrals to DVR and DSBVI will be~~
13 contacted by the VR counselor and appropriate action taken within 30 days, after receipt
14 of the referral information. The counselor is responsible for completing a contact by
15 telephone or in person. The counselor is responsible for providing interpreter services to
16 referrals who are deaf or non-English speaking. In situations where the individual cannot
17 be personally contacted, correspondence will be mailed to the individual for
18 informational purposes.

19 (2) ~~has submitted the application form, or other documentation meeting the~~
20 ~~requirements of paragraphs (a) & (b), to the receiving office where it will be date-~~
21 ~~stamped; Referrals to rehabilitation teachers. All individuals who are legally blind,~~
22 whether being served by a DVR counselor or a DSBVI counselor, will be referred to a
23 rehabilitation teacher. Rehabilitation teachers may also receive counselor referrals and
24 provide services for individuals who are not legally blind but have functional limitations
25 due to vision loss and have potential to benefit from rehabilitation teaching services.

26 (3) ~~has provided information necessary to initiate an assessment to determine eligibility~~
27 ~~and priority for services; and~~

28 (4) ~~is available to complete the assessment process.~~

29 (b) **Necessary information.** ~~The minimum information necessary to initiate an assessment~~
30 ~~to determine eligibility and priority for services consists of: **Application.** Once an individual~~
31 has submitted an application for vocational rehabilitation services, including applications
32 made through common intake procedures in one-stop centers under section 121 of the
33 Workforce Innovation and Opportunity Act (WIOA), an eligibility determination must be made
34 within 60 days, unless exceptional and unforeseen circumstances beyond the control of the
35 designated State unit preclude making an eligibility determination within 60 days and
36 counselor and the individual agree to a specific extension of time; or meets the other criteria
37 under 34 CFR 361.41 (b) (1) (i-ii).

38 (1) individual's name; In those instances of exceptional and unforeseen circumstance
39 beyond the control of DRS, where the eligibility determination is unable to be completed
40 within the time frame identified in (b) of this section. The QVRC, utilizing the electronic
41 case management system, will complete the Extension of Eligibility form documenting
42 the date the eligibility form was completed, the date of expected eligibility determination;
43 along with documentation of the date of when the client and counselor agreed to the
44 extension; unless a decision was made to conduct a Trial Work Experience.

45 (2) ~~reported disability;~~

46 (3) ~~individual's address, with finding directions when needed;~~

47 (c) **General Health Checklist.** ~~The general health checklist (GHC) is a survey tool used to~~
48 ~~determine what diagnostic information will be needed to assess an applicant's eligibility or~~
49 ~~ineligibility. A general health checklist will be completed for each applicant. The~~
50 ~~counselor/teacher in consultation with the client will decide if purchasing a medical~~
51 ~~examination is necessary when the GHC indicates the presence of any condition. This~~
52 ~~decision will be based upon availability of existing medical records, and the reported degree~~
53 ~~of limitation to employment caused by the condition.~~ **Social Security Administration (SSA)**
54 **Beneficiaries' Verification.** During the initial interview, the VR counselor shall advise
55 applicants for the VR program that individuals who are SSI/SSDI beneficiaries are generally
56 presumed eligible for VR and that verification of the applicant's benefit status is needed.
57 Verification may include a copy of an award letter from SSA, or a Ticket-to-Work as found in
58 34 CFR 361.42 (a) (3) (i-ii).

59 (d) **Application Status.** While the client is in this status, the counselor will secure sufficient
60 information to make a determination of eligibility and priority group assignment, determine
61 ineligibility for vocational rehabilitation services, or to make a decision to conduct a Trial
62 Work Experience or an Extended Evaluation. The VR Professional will determine whether
63 an individual is eligible for vocational rehabilitation services within a reasonable period of
64 time, not to exceed 60 days from the date of application.

65 (e) **Case recording requirements – initial interview.** ~~Pertinent information from the initial~~
66 ~~interview and applicant information forms is recorded in a narrative that is placed in the case~~
67 ~~file.~~ **Necessary information.** The minimum information necessary to initiate an assessment
68 to determine eligibility and priority for services consists of:

- 69 (1) ~~The record must document that the applicant or representative was provided an~~
70 ~~explanation of his/her rights and responsibilities and given a copy of the CAP handout~~
71 ~~and approved client handbook.~~ individual's name;
- 72 (2) ~~The record must document that the applicant was given the opportunity to register~~
73 ~~to vote or change registration when applying for or receiving services, in accordance~~
74 ~~with the requirements of the National Voter Registration Act of 1993.~~ reported disability;
- 75 (3) individual's address, with finding directions when needed;
- 76 (4) individual's social security number, if available; and
- 77 (5) availability of documentation of the reported disability.

78 (f) **General Health Checklist.** The general health checklist (GHC) is a survey tool used to
79 determine what diagnostic information will be needed to assess an applicant's eligibility or
80 ineligibility. A general health checklist will be completed for each applicant. The
81 counselor/teacher in consultation with the client will decide if purchasing a medical
82 examination is necessary when the GHC indicates the presence of any condition. This
83 decision will be based upon availability of existing medical records, and the reported degree
84 of limitation to employment caused by the condition.

85 (g) **Informed Choice.** VR and DSBVI staff must assure that applicants or, as appropriate,
86 their representatives are provided information and support services to assist applicants and
87 recipients of services in exercising informed choice throughout the rehabilitation process in
88 accordance with 34 CFR 361.52.

- 89 (1) Informed choice and the provision of vocational rehabilitation services require that
90 communications with persons with disabilities are effective. DVR staff informs each
91 applicant and recipient of services through appropriate modes of communication about

92 the availability of and opportunities to exercise informed choice. Individuals with cognitive
93 or other disabilities who require assistance in exercising informed choice will be notified
94 that support services are available.

95 (h) **Case recording requirements.** Pertinent information from the initial interview and
96 applicant information forms is recorded in a narrative that is placed in the record of service.

97 (1) Documentation of the process of providing informed choice information and use of
98 appropriate modes of communication is included in the record of service.

99 (2) The record must document that the applicant or representative was provided an
100 explanation of their due process rights, their rights and responsibilities as an applicant,
101 and given a copy of the CAP handout and approved client handbook.

102 (3) The record must document that the applicant was given the opportunity to register
103 to vote or change registration when applying for or receiving services, in accordance
104 with the requirements of the National Voter Registration Act of 1993.

1 **612:10-7-24.4 Ineligibility procedures [AMENDED]**

2 (a) If the VR Counselor determines that an applicant is not eligible for VR services, or that
3 an eligible individual receiving services under an IPE is no longer eligible for VR services:

4 (1) the individual, or individual's authorized representative, will be given an opportunity
5 for full consultation before the ineligibility determination is made; and

6 (2) the individual, or individual's authorized representative, will be informed in writing,
7 and in appropriate accessible format if needed, of the ineligibility determination,
8 including:

9 (A) the reasons for the determination;

10 (B) a description of how to ask for mediation, or an impartial review of the
11 determination; and

12 (C) a description of the services available from the Client Assistance Program and
13 information on how to contact that program.

14 (D) refer the individual:

15 (i) To other programs that are part of the one-stop service delivery system
16 under the Workforce Innovation and Opportunity Act that can address the
17 individual's training or employment-related needs; or

18 (ii) To Federal, State, or local programs or service providers, including, as
19 appropriate, independent living programs and extended employment providers,
20 best suited to meet their rehabilitation needs, if the ineligibility determination is
21 based on a finding that the individual has chosen not to pursue, or is incapable
22 of achieving, an employment outcome as defined in 34 CFR 361.5(c)(15).

23 (b) Any ineligibility determination that is based upon a finding that the individual is incapable
24 of benefiting in terms of an employment outcome will be reviewed within 12 months of the
25 determination and annually thereafter if requested by the individual or the individual's
26 authorized representative. This review need not be conducted in situations in which the
27 individual has refused it, the individual is no longer present in the State, the individual's
28 whereabouts are unknown, or the individual's medical condition is rapidly progressive or
29 terminal.

1 **612:10-7-24.5. Closed — Not Accepted for Services [AMENDED]**

2 (a) **Not accepted for services.** This status is used for closing cases in which the individual
3 is not accepted for vocational rehabilitation services, whether closed from applicant status or
4 from trial work status. ~~There are two major categories of closure:~~

5 (1) **Closure due to ineligibility.** The designated State unit may not close an applicant's
6 record of services prior to making an eligibility determination unless the applicant
7 declines to participate in, or is unavailable to complete, an assessment for determining
8 eligibility and priority for services, and the State unit has made a reasonable number of
9 attempts to contact the applicant or, if appropriate, the applicant's representative to
10 encourage the applicant's participation.

11 (A) Disability too severe (from Trial Work Experience only) or unfavorable medical
12 prognosis.

13 (B) No disabling condition.

14 (C) No impediment to employment.

15 (D) Rehabilitation services are not required for an employment outcome.

16 ~~(2) **Closure due to other reasons.**~~

17 ~~(A~~E~~) Unable to locate.~~

18 ~~(B~~F~~) Moved out of state.~~

19 ~~(C~~G~~) Refused services or further services.~~

20 ~~(D~~H~~) Death.~~

21 ~~(E~~I~~) Client institutionalized.~~

22 ~~(F~~J~~) Transfer to another agency.~~

23 ~~(G~~K~~) Failure to cooperate.~~

24 ~~(H~~L~~) Other reasons.~~

25 (b) **Personal contacts.** Personal contacts are made with all persons closed in this status, if
26 possible, and the results of those contacts are recorded in a case narrative. If the applicant
27 cannot be contacted, all attempts to contact are recorded. ~~Contacts are not required if the~~
28 ~~individual has refused to participate, is no longer a resident of Oklahoma, whereabouts are~~
29 ~~unknown, or the condition is rapidly progressive or terminal.~~

30 (c) **Case recording requirements.** All applicants whose cases are closed in this status
31 should be notified in writing, with the exceptions noted in sub-paragraph (b). A case is
32 closed due to ineligibility only with full participation of the applicant, the applicant's parent,
33 guardian, or other representative ~~unless the individual has refused to participate, is no~~
34 ~~longer a resident of Oklahoma, whereabouts are unknown, or the condition is rapidly~~
35 ~~progressive or terminal.~~ The rationale for the ineligibility decision is recorded on the closure
36 letter including the views of the applicant or appropriate representative. A copy of the letter
37 is given to the applicant or appropriate representative with a detailed explanation of the
38 services available from the Client Assistance Program, including a referral to Federal, State

39 or local programs or service providers, including, as appropriate, independent living
40 programs and extended employment providers, best suited to meet their rehabilitation
41 needs, if the ineligibility determination is based on a finding that the individual has chosen
42 not to pursue, or is incapable of achieving, an employment outcome no matter the reason
43 for closure.

1 **612:10-7-25.1. Order of selection Ability to serve all eligible individuals; order of**
2 **selection for services [AMENDED]**

3 (a) ~~Need for order of selection.~~ The Department, in consultation with the Oklahoma
4 Rehabilitation Council, has determined, due to budgetary constraints or other reasoned
5 limitations, that it cannot serve all individuals who are determined eligible for DVR and
6 DSBVI services. The Department consults with the Oklahoma Rehabilitation Council
7 regarding the: General provisions. DRS either must be able to provide the full range of
8 services listed in section 103 (a) of the Act and 34 CFR 361.48, as appropriate, to all eligible
9 individuals or, in the event that vocational rehabilitation services cannot be provided to all
10 eligible individuals in the State who apply for the services, include in the vocational
11 rehabilitation services portion of the Unified or Combined State Plan the order to be followed
12 in selecting eligible individuals to be provided vocational rehabilitation services.

13 (1) ~~need to establish an order of selection, including any re-evaluation of the need; The~~
14 ability of the designated State unit to provide the full range of vocational rehabilitation
15 services to all eligible individuals must be supported by a determination that satisfies the
16 requirements of paragraph (b) or (c) of this section and a determination that, on the
17 basis of the designated State unit's projected fiscal and personnel resources and its
18 assessment of the rehabilitation needs of individuals with significant disabilities within
19 the State, it can follow the guidance according to 34 CFR 361.36 (a).

20 (2) ~~priority categories of the particular order of selection; Prior to the start of each fiscal~~
21 quarter, or when circumstances require, the DRS Director will determine in which priority
22 groups new Individualized Plans for Employment will be written and initiated. The
23 Director may restrict the writing and initiation of new Individualized Plans for
24 Employment within a priority group to cases having eligibility dates falling on or before a
25 specified date providing that all individual's in higher priority groups are being served.
26 Considerations in making this determination will include, but not be limited to, the
27 projected outcomes, service goals, expenditures, and resources available for each
28 priority group. Projected costs and resources for each priority group will be based upon
29 costs of current Individualized Plans for Employment, anticipated referrals, availability of
30 financial resources, and adequacy of staffing levels. The Director will implement actions
31 under the order of selection through written notice to DVR and DSBVI staff.

32 (3) ~~criteria for determining individuals with the most significant disabilities; and~~

33 (4) ~~administration of the order of selection.~~

34 (b) **Priority groups.** ~~It is the policy of DRS to provide vocational rehabilitation services to~~
35 eligible individuals under an order of selection. Under the order of selection, the Department
36 has established three priority groups on the basis of serving first those with the most
37 significant disabilities. Every individual determined to be eligible for DVR and DSBVI
38 services is placed in the appropriate priority group based upon the documentation used to
39 determine eligibility and/or vocational rehabilitation needs. Selection and placement in a
40 priority group is based solely upon the significance of the eligible individual's disability, and
41 is not based upon the type of disability, geographical area in which the individual lives,
42 projected type of vocational outcome, age, sex, race, color, creed, religion, or national origin
43 of the individual. The priority groups are: Basis for assurance that services can be provided
44 to all eligible individuals. For the State agency that determined, for the current fiscal year
45 and the preceding fiscal year, that it is able to provide the full range of services, as
46 appropriate, to all eligible individuals, the State unit, during the current fiscal and preceding
47 fiscal year, must have in fact followed the criteria in 34 CFR 361.36 (b) (1-2).

48 ~~(1) **Priority Group 1.** Eligible individuals with a most significant disability are individuals~~
49 ~~with the most significant barriers to employment. A most significant barrier is one that~~
50 ~~includes a severe mental or physical impairment resulting in serious limitations in three~~
51 ~~or more functional capacities and which can be expected to require multiple vocational~~
52 ~~rehabilitation services over an extended period of time.~~

53 ~~(2) **Priority Group 2.** Eligible individuals with a significant disability are individuals with~~
54 ~~significant barriers to employment. A significant barrier is one that includes a severe~~
55 ~~physical or mental impairment resulting in serious limitations in at least one, but not~~
56 ~~more than, two, functional capacities and which can be expected to require multiple~~
57 ~~vocational rehabilitation services over an extended period of time.~~

58 ~~(3) **Priority Group 3.** Eligible individuals with disabilities not meeting the definition of~~
59 ~~individual with a significant or most significant barrier to employment.~~

60 ~~(c) **Implementation.** Prior to the start of each fiscal quarter, or when circumstances require,~~
61 ~~the DRS Director will determine in which priority groups new Individualized Plans for~~
62 ~~Employment will be written and initiated. The Director may restrict the writing and initiation of~~
63 ~~new Individualized Plans for Employment within a priority group to cases having eligibility~~
64 ~~dates falling on or before a specified date providing that all consumers in higher priority~~
65 ~~groups are being served. Considerations in making this determination will include, but not be~~
66 ~~limited to, the projected outcomes, service goals, expenditures, and resources available for~~
67 ~~each priority group. Projected costs and resources for each priority group will be based upon~~
68 ~~costs of current Individualized Plans for Employment, anticipated referrals, availability of~~
69 ~~financial resources, and adequacy of staffing levels. The Director will implement actions~~
70 ~~under the order of selection through written notice to DVR and DSBVI staff. The written~~
71 ~~notice will specify the implementation date of the action and direct DVR and DSBVI staff on~~
72 ~~how to handle cases by priority group and application date. DVR and DSBVI staff will inform~~
73 ~~each eligible individual on their caseloads: Determining need for establishing and~~
74 ~~implementing an order of selection. The State agency must determine, prior to the beginning~~
75 ~~of each fiscal year, whether to establish and implement an order of selection.~~

76 ~~(1) of the priority groups in the order of selection;~~

77 ~~(2) of the individual's assignment to a priority group; and~~

78 ~~(3) of the individual's right to appeal that assignment.~~

79 ~~(d) **Closing and opening priority groups.** When all or part of a priority group is closed,~~
80 ~~designated cases within that priority group without a written IPE will be placed on a waiting~~
81 ~~list after the individual has been determined to be eligible. No IPE will be written for cases~~
82 ~~on the waiting list. Staff will continue to take applications, diagnose and evaluate all~~
83 ~~applicants to determine eligibility and vocational rehabilitation needs, find the individual~~
84 ~~eligible when documentation supports such a decision, then place each eligible individual's~~
85 ~~case in the appropriate priority group. If an eligible individual is placed in a closed priority~~
86 ~~group, his or her case will go on the waiting list and no IPE will be written or initiated. The~~
87 ~~DRS Director will notify DVR and DSBVI staff in writing when all or part of a closed priority~~
88 ~~group is opened. When this directive includes new applicants who are found eligible,~~
89 ~~individuals already on the waiting list within that same priority group will be given priority~~
90 ~~over new applicants. When all or part of closed priority groups are opened, staff will contact~~
91 ~~individuals on the waiting list to develop and implement their Individualized Plans for~~
92 ~~Employment using the priorities in Paragraphs (1)– (3) of this Subsection: Need for order of~~
93 ~~selection. The Department, in consultation with the Oklahoma Rehabilitation Council, has~~
94 ~~determined, due to budgetary constraints or other reasoned limitations, that it cannot serve~~

95 all individuals who are determined eligible for DVR and DSBVI services. The Department
96 consults with the Oklahoma Rehabilitation Council (ORC) regarding the:

97 (1) contact individuals within the highest open priority group first, Most Significant being
98 the highest of all priority groups; need to establish an order of selection, including any
99 re-evaluation of the need;

100 (2) within each opened priority group, staff will contact individuals on the waiting list in
101 order of application date, earliest application date first; then priority categories of the
102 particular order of selection;

103 (3) staff will contact individuals whose cases will remain on the waiting list to explain
104 how their cases will be handled. criteria for determining individuals with the most
105 significant disabilities; and

106 (4) administration of the order of selection.

107 (e) Continuity of services. Any individual with an IPE that existed prior to the date all or
108 part of that individual's priority group was closed will continue to receive services as
109 planned. Such an IPE may be amended if the changes are necessary for the individual to
110 continue progress toward achieving an appropriate employment outcome, or are otherwise
111 necessary within policy. Persons requiring post employment services will also be provided
112 the necessary services regardless of priority group assignment. Establishing an order of
113 selection. Basis for order of selection. An order of selection must be based on a refinement
114 of the three criteria in the definition of individual with a significant disability in section 7 (21)
115 (A) of the Act and 34 CFR 361.5 (c) (30).

116 (1) Factors that cannot be used in determining order of selection of eligible individuals.
117 An order of selection may not be based on any other factors, including requirements
118 identified in 34 CFR 361.36 (d) (2) (i-vii).

119 (2) It is the administrative rules of DRS to provide vocational rehabilitation services to
120 eligible individuals under an order of selection. Under the order of selection, the
121 Department has established three priority groups on the basis of serving first those with
122 the most significant disabilities. Every individual determined to be eligible for DVR and
123 DSBVI services is placed in the appropriate priority group based upon the
124 documentation used to determine eligibility and/or vocational rehabilitation needs.
125 Selection and placement in a priority group is based solely upon the significance of the
126 eligible individual's disability, and is not based upon the type of disability, geographical
127 area in which the individual lives, projected type of vocational outcome, age, sex, race,
128 color, creed, religion, or national origin of the individual. The priority groups are:

129 (A) Priority Group 1. Eligible individuals with a most significant disability are
130 individuals with the most significant barriers to employment. A most significant
131 barrier is one that includes a severe mental or physical impairment resulting in
132 serious limitations in three or more functional capacities and which can be expected
133 to require multiple vocational rehabilitation services over an extended period of
134 time.

135 (B) Priority Group 2. Eligible individuals with a significant disability are individuals
136 with significant barriers to employment. A significant barrier is one that includes a
137 severe physical or mental impairment resulting in serious limitations in at least one,
138 but not more than two, functional capacities and which can be expected to require
139 multiple vocational rehabilitation services over an extended period of time.

140 (C) Priority Group 3. Eligible individuals with disabilities not meeting the definition
141 of individual with a significant or most significant barrier to employment.

142 ~~(e) **Continuity of services.** Any individual with an IPE that existed prior to the date all or~~
143 ~~part of that individual's priority group was closed will continue to receive services as~~
144 ~~planned. Such an IPE may be amended if the changes are necessary for the individual to~~
145 ~~continue progress toward achieving an appropriate employment outcome, or are otherwise~~
146 ~~necessary within policy. Persons requiring post employment services will also be provided~~
147 ~~the necessary services regardless of priority group assignment~~ Administrative requirements.
148 In administering the order of selection, the State agency must implement the order of
149 selection on a statewide basis according to 34 CFR 361.36 (e) (1-3) (i-ii).

150 (1) Notification of Priority Group Placement: Upon placement into a priority category,
151 the client shall receive written notification of his or her priority classification and
152 information regarding the policies and procedures governing availability of vocational
153 rehabilitation services, including notification of placement on a wait list, when applicable
154 and a referral to other programs that are part of the one-stop service delivery system
155 under the WIOA that can address the individual's training or employment related needs.
156 34 CFR 361.43 (d) (1-2) the written notification shall include information about Due
157 Process rights and the Client Assistance Program. The electronic case management
158 system will contain a copy of the written notification.

159 (A) When a client is reclassified into a different priority category, he or she
160 shall be notified, in writing, of the new priority category and provided written
161 information as to how the change will affect the availability of vocational
162 rehabilitation services. The written notification shall include information about
163 Due Process rights and the Client Assistance Program.

164 (B) An applicant who has been determined eligible for vocational rehabilitation
165 will be placed in Eligibility Status, for completion of a comprehensive
166 assessment to determine employment goal and rehabilitation needs and for
167 development of the Individualized Plan for Employment (IPE). An individual
168 who is placed in an order of selection priority group that is not currently being
169 served will be placed on a waiting list and held there pending further directives
170 from the Director concerning opening or closing of priority groups.

171 (C) If an applicant is determined to be ineligible, the counselor will notify the
172 applicant and provide information on further options in accordance with DRS
173 administrative rules on ineligibility decisions and 34 CFR 361.57 (b) (2) (ii or
174 iv).

175 ~~(f) **Information and referral services.** Information and referral services will remain~~
176 ~~available to eligible individuals who are not in an open priority group. These individuals will~~
177 ~~be given information and guidance, using appropriate modes of communication, to assist~~
178 ~~such individuals in preparing for, securing, retaining or regaining employment, and will be~~
179 ~~appropriately referred to Federal and State programs (other than the vocational~~
180 ~~rehabilitation program) including other components of the statewide workforce investment~~
181 ~~system in the state. No IPE will be written to provide such services to these individuals.~~

PART 5. CASE STATUS AND CLASSIFICATION SYSTEM

1 **612:10-7-45. ~~Case statuses and case flow~~ Electronic Case Management System**
2 **Progression [AMENDED]**

3 (a) The electronic case management system is comprised of a logical flow ~~from one status~~
4 ~~to another as a~~ an individual customer progresses through the vocational rehabilitation
5 process. This electronic case management system covers the life cycle of a case from
6 referral and application through eligibility, plan, employment, closure, and ~~post-employment~~
7 post-employment services. ~~Statuses are:~~

8 (1) ~~Application~~

9 (2) ~~Trial Work Experience~~

10 (3) ~~Closed ineligible from application status~~

11 (4) ~~Eligibility: accepted for services; plan development phase~~

12 (5) ~~IPE developed~~

13 (6) ~~Services completed and ready for employment~~

14 (7) ~~Employed~~

15 (8) ~~Closed, rehabilitated, Successful employment for at least 90 consecutive days~~

16 (9) ~~Closed, not rehabilitated after IPE initiation~~

17 (10) ~~Closed, not rehabilitated before IPE initiation~~

18 (11) ~~Post employment services~~

19 (12) ~~Post employment services completed~~

20 (b) No case action is effective until all required approvals have been obtained in
21 accordance with ~~policy~~ administrative rules. The effective date of any case action, including
22 closures, is the date the last required approval is obtained in accordance with ~~policy~~
23 administrative rules.

1 **612:10-7-52. Provision of Services Scope of vocational rehabilitation services for**
2 **individuals with disabilities [AMENDED]**

3 **(a) Overview of service provision.** Vocational rehabilitation services are provided as
4 specified in the approved IPE. Services are to be provided using the service delivery
5 methods, and within the time frames, specified in the IPE. Authorizations may be issued
6 only for those services for which DRS is specified as the responsible pay source in the
7 approved IPE. New service needs must be included in an approved IPE amendment before
8 they are authorized. All authorizations for payment of services will be made in accordance
9 with applicable DRS purchasing policies.

10 **(b) Services for individuals who have applied for or been determined eligible for**
11 **vocational rehabilitation services.** As appropriate to the vocational rehabilitation needs of
12 each individual and consistent with each individual's individualized plan for employment, the
13 designated State unit must ensure that the following vocational rehabilitation services are
14 available to assist the individual with a disability in preparing for, securing, retaining,
15 advancing in or regaining an employment outcome that is consistent with the individual's
16 unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and
17 informed choice, as found in 34 CFR 361.48 (b) (1-21)

18 **(c) Scope of vocational rehabilitation services for groups of individuals with**
19 **disabilities.**

20 (1) DRS may provide for the following vocational rehabilitation services for the benefit of
21 groups of individuals with disabilities as listed in 34 CFR 361.49 (a) (1-9).

1 **612:10-7-56. Employment [AMENDED]**

2 (a) **Use of Employment status.** A case is placed in this status when the client begins
3 employment. The client must be followed in employment for a minimum of 90 days prior to
4 being closed to ensure the adequacy of the employment in relation to the needs and
5 limitations of the client.

6 (b) **Supported employment.** Cases are placed into employment status after the
7 requirements have been met for completion of the "Stabilization" Milestone, and the client is
8 ready to begin the final milestone, "Successful Rehabilitation". During this milestone, the
9 provider must continue ongoing supports for a minimum of 90 days before the case can be
10 closed.

11 (c) **Employment and Retention.** Cases are placed into employment status when the
12 individual has completed the fifth day of work ("Job Placement" Milestone), or after
13 completion of "Four Weeks Job Support" Milestone if short term job coach training or
14 support is needed. The client must be followed in employment for a minimum of 90 days
15 prior to being closed.

16 (d) **Case recording requirements.** After the client has entered employment, it is the
17 client's responsibility to provide the counselor with the job title of employment and salary
18 information. When an individual is placed in employed status, case recording will document:

19 (1) Beginning date of employment;

20 (2) Name and address of the employer;

21 (3) Client's wages or salary Job title which describes the position held by the individual;

22 (4) Suitability of the employment; and Client's hourly wages and hours worked per week
23 to determine weekly earnings;

24 (5) How the job was obtained. If the information is obtained from a source other than
25 the client, the source of the information will be identified. Suitability of the employment;
26 and

27 (6) How the job was obtained. If the information is obtained from a source other than
28 the client, the source of the information will be identified.

29 ~~(e) **Documentation at Placement.** A copy of the pay stub identifying the individual's start~~
30 ~~date, hours worked per week, and competitive hourly wage. If the pay stub is not available,~~
31 ~~then the following is acceptable:~~

32 ~~(1) An individual's written report of employment information and required wage~~
33 ~~information when it is documented on an authorized DRS form (DRS-C-065) with their~~
34 ~~dated signature; or~~

35 ~~(2) A detailed case note identifying the individual's employment information including~~
36 ~~the start date, hours per week, and competitive hourly wage that is based on the~~
37 ~~counselor's conversation with the actual employer. Prior to calling an employer, the~~
38 ~~individual shall be informed that information provided and gathered is limited to what is~~
39 ~~necessary to document and verify employment. This provides the individual the~~
40 ~~opportunity to discuss preferences and options for obtaining required documentation. A~~
41 ~~signed Release of Information should be in the case file.~~

1 ~~(3) If verification as stated above is not forthcoming and all efforts to obtain acceptable~~
2 ~~verification are documented, then the following is acceptable: a detailed case note~~
3 ~~identifying the individual's employment information including the start date, hours per~~
4 ~~week, and competitive hourly wage that include the date employment verification was~~
5 ~~received with justification for the individual not providing formal documentation.~~

6 **(f) Contact.** When a client is placed in employed status, contact is maintained through the
7 end of the required 90 days and documented until it is determined the employment is
8 satisfactory and the case can be closed. This determination that the employment outcome is
9 satisfactory will be made with the full participation of the client.

10 **(f) Case recording.**

11 (1) Documentation of all contacts with the client during the 90 days, to address any
12 employment related issues, including satisfaction with the employment.

13 (2) Documentation in a case note of the start date of employment, type of employment
14 (i.e. cook, housekeeper, lawyer) employer name address, hourly/weekly wages and
15 benefits.

16 (3) When applicable, and information is not obtainable from the client, the counselor will
17 document the employment, type of employment (i.e. cook, housekeeper, lawyer)
18 employer name and address, hourly/weekly wages and benefits including by what
19 means the employment was discovered and the date of the discovery of employment.

20 (4) Attempts to obtain verification of employment earnings will be documented in a case
21 note including the reason as to why this verification was not forthcoming.

1 **612:10-7-59. Closed not rehabilitated, after IPE initiation [REVOKED]**

2 ~~(a) **Use of Closed not rehabilitated status.** Cases closed in this status have progressed~~
3 ~~to service status and for some reason the IPE could not be completed. The decision to close~~
4 ~~the case in this status is made only after the client is given the opportunity to fully participate~~
5 ~~in the decision and after all factors have been considered. Clients who choose to remain in~~
6 ~~extended employment as a goal, without pursuing competitive employment in an integrated~~
7 ~~setting through supported employment or other programs, will not be considered as having~~
8 ~~achieved an employment outcome. A case is closed in this status due to ineligibility only~~
9 ~~with full participation of the client, client's parent, guardian, or other representative unless~~
10 ~~the individual has refused to participate, the individual is no longer a resident of Oklahoma,~~
11 ~~the individual's whereabouts are unknown, or the individual's condition is rapidly progressive~~
12 ~~or terminal. The rationale for the ineligibility decision is documented in the case record, and~~
13 ~~in a letter written to the client, including the views of the client or appropriate representative.~~
14 ~~A copy of the letter is given to the client or appropriate representative with a detailed~~
15 ~~explanation of the services available from CAP. Procedures for annual review of ineligibility~~
16 ~~are to be explained to the client or appropriate representative in an understandable form.~~
17 ~~When appropriate, a referral is made to other agencies.~~

18 ~~(b) **Case recording requirements.** The client, or authorized representative, must be given~~
19 ~~an opportunity to participate fully in the closure decision. A copy of the closure notification~~
20 ~~letter will be given to the client. The recording on the case will summarize the services~~
21 ~~provided, explain why the IPE could not be completed, referral to any other appropriate~~
22 ~~programs, and contain the client's views of the closure decision, when appropriate.~~

23 **612:10-7-60. Closed not rehabilitated, before IPE initiation [REVOKED]**

24 ~~(a) **Use of Closed not rehabilitated, before IPE initiation status.** Cases closed in this~~
25 ~~status are those which, although accepted for vocational rehabilitation services, did not~~
26 ~~progress to the point where services were actually initiated.~~

27 ~~(b) **Case recording requirements.** When a case is closed under these circumstances, the~~
28 ~~closure is documented in the case record and on a closure notification letter to the client and~~
29 ~~the client will be given the opportunity to fully participate, and to express his/her views of the~~
30 ~~decision. A copy of the closure letter will be given to the client, or as appropriate, the client's~~
31 ~~representative.~~

1 **612:10-7-62. Post-Employment services [AMENDED]**

2 (a) **Use of Post-Employment services.** ~~Post-employment services may be provided to~~
3 ~~assist rehabilitated clients to retain, regain, or advance in employment, consistent with the~~
4 ~~individual's strengths, resources, priorities, concerns, abilities, capabilities, interests and~~
5 ~~informed choice. The need for post-employment services will be assessed at initiation of the~~
6 ~~IPE. Ongoing assessment continues during case services, is documented as needed, and is~~
7 ~~reassessed just prior to case closure. Post-employment services may also be provided for~~
8 ~~needs that were not anticipated in the original IPE or prior to case closure. Post~~
9 ~~employment services can be provided to individuals who receive Supported Employment~~
10 ~~Services if such services are needed to maintain the supported employment placement and~~
11 ~~those services are not available from an extended services provider. Post employment~~
12 ~~services are not to be used in instances of underemployment when extensive retraining is~~
13 ~~needed. Cases reopened on a post-employment basis do not require re-establishment of~~
14 ~~eligibility. New diagnosis is needed only if there has been a change in the client's physical or~~
15 ~~mental condition. Any vocational rehabilitation service or combination of services necessary~~
16 ~~to assist the individual retain, regain, or advance in employment may be provided if the~~
17 ~~service(s) does not involve a complex or comprehensive effort. If comprehensive services~~
18 ~~are indicated, a new application is taken. Federal regulations forbid the setting of arbitrary~~
19 ~~time limits on the provision of post-employment services. If the client has been employed for~~
20 ~~a long period of time, the counselor must carefully review the client's situation before making~~
21 ~~the decision to provide post-employment services as opposed to opening a new case. Post-~~
22 ~~employment services may be provided to assist rehabilitated clients to retain, regain, or~~
23 ~~advance in employment, consistent with the individual's strengths, resources, priorities,~~
24 ~~concerns, abilities, capabilities, interests and informed choice.~~

25 (1) The need for post-employment services will be assessed at initiation of the IPE.
26 Ongoing assessment continues during case services, is documented as needed, and
27 is reassessed just prior to case closure.

28 (2) Post-employment services may also be provided for needs that were not
29 anticipated in the original IPE or prior to case closure. Post-employment services can
30 be provided to individuals who receive Supported Employment Services if such
31 services are needed to maintain the supported employment placement and those
32 services are not available from an extended services provider.

33 (3) Post-employment services are not to be used in instances of underemployment
34 when extensive retraining is needed.

35 (4) Cases reopened on a post-employment basis do not require re-establishment of
36 eligibility. New diagnosis is needed only if there has been a change in the client's
37 physical or mental condition. Any vocational rehabilitation service or combination of
38 services necessary to assist the individual retain, regain, or advance in employment
39 may be provided if the service(s) does not involve a complex or comprehensive effort.
40 If comprehensive services are indicated, a new application is taken.

41 (5) Federal regulations forbid the setting of arbitrary time limits on the provision of
42 post-employment services. If the client has been employed for a long period of time,
43 the counselor must carefully review the client's situation before making the decision
44 to provide post-employment services as opposed to opening a new case.

45 (b) **Other considerations.** Other considerations in determining a client's eligibility for post-
46 employment services are:

47 (1) **Financial Status Needs.** A new financial status need determination must be made
48 if services requiring consideration of client participation in the cost of services are to be
49 provided.

50 (2) **Emergency conditions.** Treatment of an emergency condition will not be
51 considered as a post-employment service.

52 (3) **Upgrading.** Post-employment services are provided to help the individual advance
53 in employment only when the nature of the individual's impediment to employment
54 makes advancement the most appropriate post-employment outcome consistent with
55 the individual's unique strengths, resources, priorities, concerns, abilities, capabilities,
56 interests, and informed choice.

57 (c) **Transfer of cases.** Clients needing post-employment services who have moved to
58 another area of the state will have their cases transferred. When a rehabilitant who has
59 moved out of state requests post-employment services, the counselor will refer the
60 individual to the rehabilitation program in the state where the individual resides. Upon
61 receipt of a release signed by the client, copies of the requested information from the closed
62 case record of service will be forwarded to the receiving state agency. If an individual who
63 was a rehabilitant in another state requests post-employment services from our state,
64 information must be requested from the state where services were previously provided. All
65 requests must include a specific release of confidential information signed by the applicant.
66 The case will be processed as a new referral, but will be served and documented as a post-
67 employment case.

68 (d) **Criteria for terminating post-employment services.** Decisions to terminate post-
69 employment services must be made on an individual basis in consultation with the client.

70 (e) **Case recording requirements.** The same principles of client involvement are required
71 in the IPE for Post-Employment Services as are required under any other IPE. Case
72 recording will be made at significant times during the process, including assessment of
73 progress, the decision to conclude services and the results achieved at the completion or
74 termination of services.

75 (f) **Use of Post-Employment services completed.** The case can be closed as soon as
76 the services in the Post-Employment Services amendment have been completed insofar as
77 possible and the client has been consulted regarding the closure decision.

78 (g) **Case recording requirements.** Closure from post-employment status is documented
79 in the case record and in a closure letter given to the client.

PART 9. ACTIONS REQUIRING REVIEW AND APPROVAL

2 **612:10-7-87. Actions requiring supervisor's approval [AMENDED]**

3 (a) Actions requiring supervisory approval include:

- 4 (1) All actions of a newly employed counselor/teacher.
- 5 (2) All IPE's or amendments when the total of the planned DVR and DSBVI
6 expenditures for the entire case exceed \$25,000.
- 7 (3) All case closures in which an IPE was developed and the case was placed into
8 service status or beyond.
- 9 (4) Transfer of cases from one counselor/teacher caseload to another outside the
10 sending supervisor's unit (signed by the supervisor of the sending counselor or teacher).
- 11 (5) All IPE's which include purchase of physical or mental restoration services,
12 prescription drugs or prescribed medical supplies lasting more than three months.
- 13 (6) Small Business plans with a cost to the agency in excess of \$10,000.00.
- 14 (7) Vehicle or home modifications over the ~~DCAM~~ OMES-DCAM authority order limit
15 and housing modifications involving structural modifications.
- 16 (8) Vehicle repairs that exceed \$1,000.00 for the life of a case.
- 17 (9) Dental services with a projected cost over \$5,000.00.

18 (b) Case Recording. Documentation in a case note of when verbal approval may be given.

PART 13. SUPPORTIVE SERVICES

1 **612:10-7-130. Maintenance [AMENDED]**

2 (a) **General guidelines.** Maintenance is a supportive service provided to assist with the
3 out-of-ordinary or extra expenses to the individual resulting from and needed to support the
4 individual's participation in diagnostic, evaluative, or other substantial services in the IPE.
5 Maintenance, including payments, may not exceed the cost of documented expenses to the
6 individual resulting from service provision. Authorizations for maintenance will not be issued
7 to pay the cost, or part of the cost, for any other service or expense. Maintenance means
8 monetary support provided to an individual for expenses, such as food, shelter, and clothing,
9 that are in excess of the normal expenses of the individual and that are necessitated by the
10 individual's participation in an assessment for determining eligibility and vocational
11 rehabilitation needs or the individual's receipt of vocational rehabilitation services under an
12 individualized plan for employment.

13 (1) Maintenance is a supportive service provided to assist with the out-of-ordinary or
14 extra expenses to the individual resulting from and needed to support the individual's
15 participation in diagnostic, evaluative, or other substantial services in the IPE. The
16 provision of maintenance as a supportive service is not synonymous with general
17 assistance payments. It is not intended to pay for those living costs that exist
18 irrespective of the individual's status as a DVR and DSBVI client.

19 (2) Maintenance, including payments, may not exceed the cost of documented
20 expenses to the individual resulting from service provision.

21 (A) Authorizations for maintenance will not be issued to pay the cost, or part of the
22 cost, for any other service or expense.

23 (b) **Provision of maintenance.** To receive maintenance, an individual must be either an
24 eligible DVR or DSBVI client or an applicant for vocational rehabilitation services undergoing
25 diagnostic evaluation and testing. For an accepted client, maintenance must be a supportive
26 service related to outcomes and will be provided in combination, with another VR service
27 listed in the Individualized Plan for Employment. The costs of the maintenance may not
28 exceed the amount of increased expenses that the IPE causes for the individual or his/her
29 family. The provision of maintenance as a supportive service is not synonymous with
30 general assistance payments. It is not intended to pay for those living costs that exist
31 irrespective of the individual's status as a DVR and DSBVI client. Maintenance payments
32 must be carefully tied to the achievement of specific VR outcomes which must be stated and
33 documented in the case record and the IPE to justify such payments. Maintenance cannot
34 substitute for or supplement income assistance payments.

35 (1) **Maintenance for diagnostic and evaluation services.** Maintenance payments for
36 individuals receiving diagnostic or evaluation services may be authorized for overnight
37 care, short-term lodging and/or meals.

38 (2) **Maintenance for physical restoration services.** Maintenance for physical
39 restoration services is paid to the client until he/she is able to work. The client must be in
40 his/her own home and the covered period of convalescence is to be 60 days or less. For
41 convalescent periods in excess of 60 days, the counselor will refer the client to other
42 sources for assistance (public assistance, SSI). In no instance will medical maintenance
43 be paid while the client is hospitalized.

44 (3) **Maintenance for training.** Maintenance can be authorized for full time vocational
45 school students or college students. Maintenance can be authorized for a client granted
46 an exception to the full-time attendance requirement. DRS will not pay for assistance
47 with room and board expenses if there is a state funded vocational school, college or

48 university within 40 miles of the client's official residence. In addition, DRS will only
49 sponsor room and board expenses related to on-campus housing options with the
50 lowest cost. Exceptions to this ~~policy~~ administrative rules may be granted due to issues
51 such as disability requirements. All exceptions must be approved by the Programs
52 Manager and thorough justification must be documented in the case.

53 (A) If DRS is to assist with summer room and board costs or rental assistance for
54 summer semester at any level, there will be a requirement to participate in a
55 minimum of 6 hours.

56 (4) **Maintenance for job search services.** Maintenance for job search services
57 requires an IPE with major services directed toward the goal of employment.

58 (5) **Maintenance for job relocation.** Maintenance may be paid to a client for
59 assistance in relocating to a new job site. Maintenance services for this purpose must
60 be identified on the IPE.

61 (c) **Clothing expenses.** Clothing and/or uniforms can be purchased when needed to begin
62 training or enter employment. Everyday clothing needs of the client are considered as part
63 of the basic living requirements. Any clothing purchased for the client must be:

64 (1) required by the training facility;

65 (2) necessary to participate in job search or begin employment; or

66 (3) necessary to begin a training program that requires clothing standards beyond the
67 client's means.

68 (d) **Day care expenses.** Day care expenses will be paid for from DVR and DSBVI funds
69 only when necessary to participate in the IPE, and it is fully documented that no other
70 resources are available for this service, including family members and friends.

71 **(e) Case Recording.**

72 (1) Maintenance payments will be provided and carefully tied to the achievement of
73 specific VR outcomes which must be stated and documented in the case record and the
74 IPE to justify such payments.

75 (2) Documentation as appropriate that justifies room and board expenses off campus
76 related to on-campus housing options with the lowest cost.

77 (3) Documentation that other resources are not available to assist in day care expense,
78 including family and friends.

1 **612:10-7-131. Transportation [AMENDED]**

2 (a) Transportation, including adequate training in the use of public transportation vehicles
3 and systems, may be provided for a client as a service to enable the client to receive
4 diagnosis, evaluation or other rehabilitation services. Authorizations for transportation will
5 not be issued to pay the cost, or part of the cost, for any other service.

6 (1) **Public transportation.** The authorization is made directly to the vendor or client for
7 actual cost.

8 (2) **Private transportation.** Mileage for use of a private vehicle is paid at 50% of the
9 rate allowed by the State Travel Reimbursement Act and is authorized directly to the
10 client. In these instances, mileage will be restricted to the most direct route and to the
11 least possible number of trips. ~~Case narrative documentation is required explaining how
12 the amount was determined.~~

13 (3) **Vehicle Repairs.** Vehicle repairs will only be provided if there is a clearly defined
14 need to enable the client to participate in vocational rehabilitation. Maintaining and
15 repairing a private vehicle is primarily the responsibility of the owner. Assistance with
16 vehicle repair is intended for emergency situations where services have been initiated
17 under the IPE and participation in the IPE cannot continue without the repair. The cost
18 of vehicle repairs will not exceed \$1,000.00 for the life of the case unless approved by
19 the appropriate program manager.

20 (4) **Out-of-state/air transportation.** Transportation by airplane or out of state travel
21 may be provided to allow a client to receive services not available in the state.
22 Transportation may also be provided for a client to seek employment out of state
23 provided the counselor has written documentation that the significance of the disability,
24 or the nature of the vocational objective, makes in-state placement unusually difficult.

25 (5) **Transportation for an attendant.** Transportation may also include the cost of travel
26 for an attendant of an individual with a significant disability. Subsistence will be paid at
27 the rates established by the State and described in OAC 340:2-1. The counselor will
28 have an agreement with the client regarding allowable expenses before the trip is made.

29 (6) **Training for use of public transportation.** When expertise is not available within
30 the agency or community to provide effective training in use of public transit, the service
31 may be purchased, with authorization made directly to the vendor or client for actual
32 cost.

33 (b) Case Recording.

34 (1) Case narrative documentation is required explaining how the amount was
35 determined.

36 (2) Documentation as appropriate that the significance of the disability, or the nature of
37 the vocational objective, makes in-state job placement unusually difficult.

38 (3) Documentation of the agreement made between the counselor and the client
39 regarding the cost of travel for an attendant and allowable expenses before the trip is
40 made.

41 (4) The justification for providing transportation, the amount of transportation to be
42 provided and time span will be documented in the record of service.

PART 15. TRAINING

1 **612:10-7-142. General guidelines for training services [AMENDED]**

2 (a) **Types of training.** Training provided by DVR and DSBVI may include:

3 (1) Vocational. ~~Vocational training provides the knowledge and skills necessary for~~
4 ~~performing the tasks involved in an occupation. Such knowledge and skills may be~~
5 ~~acquired through training from an institution, on the job, by tutors or through a~~
6 ~~combination of these methods. Vocational training may be provided for any occupation.~~
7 Vocational and other training services, including personal and vocational adjustment
8 training, advanced training in, but not limited to, a field of science, technology,
9 engineering, mathematics (including computer science), medicine, law, or business);
10 books, tools, and other training materials, except that no training or training services in
11 an institution of higher education (universities, colleges, community or junior colleges,
12 vocational schools, technical institutes, or hospital schools of nursing or any other
13 postsecondary education institution) may be paid for with funds under this part unless
14 maximum efforts have been made by the State unit and the individual to secure grant
15 assistance in whole or in part from other sources to pay for that training.

16 (2) ~~**Prevocational.** Prevocational training includes any form of academic or basic~~
17 ~~training provided for the preparatory skills needed for entrance into a vocational training~~
18 ~~program or employment. Prevocational training is initiated to enhance occupational~~
19 ~~knowledge or skills or to remove an educational deficiency interfering with employment.~~

20 (3) ~~**Personal or work adjustment.** Personal or work adjustment training includes any~~
21 ~~training given for one or a combination of the reasons given in (A) – (D) of this~~
22 ~~paragraph.~~

23 (A) ~~To assist the individual in developing personal habits, attitudes, and skills~~
24 ~~enabling the individual to function effectively in spite of disability For the first 60 credit~~
25 ~~hours or during the completion of an Associate's degree, DRS will only sponsor up to~~
26 ~~the cost of tuition and fees charged by the local state funded community college or~~
27 ~~state university within 40 miles of the client's official place of residence. If the client~~
28 ~~chooses to attend a different training site, DRS will only sponsor an amount~~
29 ~~equivalent to the amount that would be sponsored if attending the local~~
30 ~~college/university. Additional transportation or maintenance costs related to attending~~
31 ~~another training site will not be sponsored by DRS.~~

32 (B) ~~To develop or increase work tolerance prior to engaging in prevocational or~~
33 ~~vocational training or in employment For the completion of a Bachelor's degree,~~
34 ~~DRS will only sponsor up to the cost of tuition and fees charged by the state funded~~
35 ~~college or university closest to the client's official place of residence that offers a~~
36 ~~program to reach the vocational objective. Additional transportation or maintenance~~
37 ~~costs related to attending another training site will not be sponsored by DRS.~~

38 (C) ~~To develop work habits and to orient the individual to the world of work.~~
39 ~~Exceptions to the policies for college/university training must be approved by the~~
40 ~~Programs Manager through justification and must be documented in the record of~~
41 ~~service. Possible exceptions include but are not limited to:~~

42 (i) The need to attend a school outside of the 40 mile limit is due to disability
43 related factors such as the need for accessible on-campus housing.

44 (ii) The degree major approved by the DRS Counselor for the client is not
45 available at the local college or university.

46 ~~(D) To provide skills or techniques enabling the individual to compensate for a~~
47 ~~disability such as the loss of a body part or the loss of a sensory function Training is~~
48 ~~provided in those colleges and universities which are accredited by the appropriate~~
49 ~~accrediting agency, whose credits will be given full recognition by other accredited~~
50 ~~colleges and universities, and which are under contract. Private and denominational~~
51 ~~colleges and universities may be used for the training of DRS clients, provided they~~
52 ~~are accredited and under contract.~~

53 (i) The Department will sponsor only the number of semester hours or
54 remaining hours required for a specific degree. Exceptions may be approved by
55 the counselor.

56 (ii) Previously completed credit hours which are applicable to the degree
57 requirements will be incorporated in the development of the IPE. When a client
58 changes majors, DVR and DSBVI funding will be limited to the number of credit
59 hours needed for the new major minus the number of DVR and DSBVI funded
60 credit hours lost due to the change in majors, unless the change in majors
61 results from circumstances beyond the client's control.

62 (b) Training may be provided for clients who: **Continued eligibility for college or**
63 **university training.**

64 (1) are mentally, physically and/or emotionally capable of pursuing a course of training
65 to completion; DVR or DSBVI clients in college or university training will be expected to
66 attend classes regularly and make continuous progress toward graduation; and

67 (2) require training to achieve an employment outcome or other goals established in the
68 Individual Plan for Employment (IPE); and Maintain an overall 2.0 grade-point average
69 (GPA), based on a four point (4.0) scale; and

70 (3) are determined to have a reasonable opportunity for obtaining employment in the
71 chosen vocation. Carry the minimum number of semester hours determined to be full
72 time at the school attended. Exceptions may be granted by the counselor, based on
73 severity of disability, scheduling problems, or other valid reasons.

74 (4) Full-time requirement for DRS graduate sponsorship would equal the required
75 minimum of hours per semester. (I.e. 9 hours during the regular semester and 4 hours
76 in the summer).

77 (c) ~~Decisions related to training are based on the individual needs and informed choices of~~
78 ~~the client as identified in the IPE. **Continued eligibility.** A client in training at a vocational~~
79 ~~school will be based on the client's performance in respect to grades, progress and~~
80 ~~attendance. The minimum standards used by the training facility for satisfactory progress in~~
81 ~~respect to grades and attendance will be utilized by DVR and DSBVI staff in determining the~~
82 ~~progress of the client.~~

83 (1) Clients attending vocational technical schools who withdraw or fail course work will
84 be required to pay for a like number of credit or clock hours during the following
85 enrollment period.

86 (d) ~~DVR and DSBVI will only pay tuition and fees for courses which count toward~~
87 ~~requirements consistent with the vocational goal of the IPE. Training of DVR and DSBVI~~
88 ~~clients is provided by colleges, universities, private business and trade schools, state~~
89 ~~supported vocational schools, employers in the form of on-the-job training, sheltered~~
90 ~~workshops, and other approved training facilities with valid contracts. **Withdrawals and**~~

91 failures. Clients who withdraw or fail college or university courses paid by DVR and DSBVI
92 will be required to pay for a like number of hours during the following enrollment period
93 subject to the guidelines in (b) section.

94 (1) When a client fails to meet the requirements for continued sponsorship the
95 guidelines in (A-C) of this Subsection are to be followed: A client failing to meet the
96 grade point requirement may continue to receive services not based on financial
97 need.

98 (A) Payment of training services based on client's financial need will not be
99 provided if the client's grades fall below 1.8 overall GPA.

100 (B) Training services may be paid for a client having an overall GPA between
101 1.8 and 1.9 for the first semester that grades fall below 2.0 overall GPA.
102 Subsequent enrollments can only be paid if the student's overall GPA shows
103 progress.

104 (C) A client failing to meet grade point requirements may be approved by the
105 counselor if there are extenuating circumstances beyond the client's control.

106 ~~(e) Federal regulations require a search for comparable services and benefits with the~~
107 ~~results documented before payment can be made for training in the following institutions:~~
108 ~~colleges, universities, community/junior colleges, public or private vocational/technical~~
109 ~~schools, or hospital schools of nursing. PELL grants and other available Federal/State~~
110 ~~student aid (excluding merit awards) must be applied to tuition, fees and all other~~
111 ~~educational expenses as a first dollar source prior to consideration of the expenditure of~~
112 ~~DRS funds. **Public institutions of higher learning.** Tuition and fees for DVR and DSBVI~~
113 ~~clients attending public colleges and universities will be paid at the rate set for resident~~
114 ~~students by the Oklahoma Regents for Higher Education and within limits prescribed by the~~
115 ~~Legislature. DVR and DSBVI will pay those fees charged to all students and special fees~~
116 ~~associated with required courses in the student's major field of study.~~

117 ~~(f) Training costs will not be authorized beyond the first DVR and DSBVI sponsored~~
118 ~~enrollment until proof of the availability of comparable benefits is received by the counselor.~~
119 ~~**Private institutions of higher learning.** Tuition and fees for students in attendance at~~
120 ~~accredited private or denominational schools will be paid at the same rate as that paid at~~
121 ~~state-supported colleges or universities of equal rank.~~

122 (1) Advanced standing test for college students: DRS can pay the fee for advanced
123 standing tests. Proof of a passing grade is required prior to payment.

124 ~~(g) Once training has begun, the client is expected to progress toward the vocational~~
125 ~~objective at a steady rate. This requires the client to attend training on a regular basis, and~~
126 ~~maintain a full-time load unless an exception is granted by the counselor due to severity of~~
127 ~~disability, scheduling problems or other valid reasons. Training progress reports or other~~
128 ~~methods of reporting (i.e., grade reports, transcripts) are utilized to document training~~
129 ~~progress. Sporadic attendance and reduced training loads causing a delay in the~~
130 ~~completion of training must be reviewed by the counselor. The client is responsible for~~
131 ~~advising the counselor of problems encountered during the training program. **Public or**~~
132 ~~**private vocational schools.** Schools that have a valid purchasing agreement with DRS,~~
133 ~~those training costs may be purchased, after use of available comparable benefits such as~~
134 ~~PELL grants and other federal/state student aid (excluding merit awards).~~

135 ~~(h) All types of institutional, technical, personal adjustment or employment training are~~
136 ~~purchased by an authorization issued by the counselor. **Out-of-state training.** Out of state~~

137 training may be approved when one or more of the following applies, and the case record
138 documents the basis for this determination:

139 (1) The course of training is not available within the state;

140 (2) The out of state training program is no more expensive than in-state training; or

141 (3) There are specific considerations based on severity of the disability which preclude
142 the use of in-state facilities.

143 (A) Tuition for a student who attends an out-of-state college or university will be
144 paid at the same rate paid at Oklahoma colleges or universities of equal rank.
145 Payment for textbooks and training tools and supplies can be provided for clients in
146 out-of-state training, in accordance with DRS policy administrative rules.

147 (B) Prior to client's enrollment at a facility located in another state, an approved
148 Justification for Out-of-State Training form must be submitted to the DRS State
149 Office.

150 (C) The DRS Contracts Unit must complete renewal of contracts no less than two
151 months prior to present contract expiration date to ensure continuation of services.
152 When a contract lapses because renewal was not completed within time frames,
153 the Department cannot pay the institution's claim.

154 (i) **Training for individuals in custody of the Department of Corrections.** DVR and
155 DSBVI funds are not used to defray the cost of training for individuals in the custody of the
156 Department of Corrections. This does not apply to individuals who meet the criteria set forth
157 within a joint memorandum of understanding between DRS and the Department of
158 Corrections.

159 (j) **Distance Education.** Distance education may include but is not limited to internet
160 training, correspondence training and talkback TV.

161 (1) Distance education may be provided if the client needs training which may be
162 obtained most practically by distance education.

163 (2) Tuition for college and/or vocational distance education cannot exceed the State rate
164 for comparable training.

165 (3) Distance educational programs will only be approved if institution has recognized
166 accreditation.

167 (k) **Tutorial training.** Tutorial training may be provided for clients with significant disabilities
168 who cannot receive training by another method or who may need assistance to complete a
169 formal training course satisfactorily.

170 (1) Persons chosen to provide tutorial training for clients must have the necessary skills
171 to provide assistance to the client and be willing to provide the training at a time and
172 place suitable to the client. Examples of proof of necessary skills are the following:

173 (A) Letter of recommendation from college or university

174 (B) Teaching certificate

175 (C) Transcripts

176 (D) Other documentation of knowledge, skills or ability to instruct in the designated
177 subject.

178 **(l) Personal or vocational adjustment.** Personal or vocational adjustment training
179 includes any training given for one or a combination of the reasons given in (1) - (3) of this
180 paragraph.

181 (1) Training includes but is not limited to conditioning activities for developing work
182 tolerance, work therapy, occupational therapy, speech training and speech
183 correction, auditory training, gait training, diabetes management courses, driver's
184 training, and mobility training. It may also include development of personal habits,
185 attitudes, and work habits necessary to orient the individual to the world of work.

186 (2) To develop or increase work tolerance prior to engaging in prevocational or
187 vocational training or in employment.

188 (A) Vocational training provides the knowledge and skills necessary for
189 performing the tasks involved in an occupation. Such knowledge and skills may
190 be acquired through training from an institution, on-the-job, by tutors or through a
191 combination of these methods. Vocational training may be provided for any
192 occupation.

193 (B) Prevocational training includes any form of academic or basic training
194 provided for the preparatory skills needed for entrance into a vocational training
195 program or employment. Prevocational training is initiated to enhance
196 occupational knowledge or skills or to remove an educational deficiency
197 interfering with employment.

198 (3) To provide skills or techniques enabling the individual to compensate for a
199 disability such as the loss of a body part or the loss of a sensory function.

200 (A) High school students eligible for this service must be at least 16 years of age
201 and may not participate for more than 18 months unless client and counselor
202 determine additional time is needed.

203 **(m) Federal/State student aid.** Federal regulations mandate a search for comparable
204 services and benefits with the results documented before payment can be made for training
205 in the following institutions: colleges, universities, community/junior colleges, public or
206 private vocational/technical schools, or hospital schools of nursing. PELL grants and other
207 available Federal/State student aid (excluding merit awards) must be applied to tuition, fees
208 and all other educational expenses as a first dollar source prior to consideration of the
209 expenditure of DRS funds, regardless of whether the student is attending a vocational,
210 trade, public or private institution of higher education.

211 **(n) Payment of training costs.** DVR and DSBVI will only pay tuition and fees for courses
212 which count toward requirements consistent with the vocational goal of the IPE. Training of
213 DVR and DSBVI clients is provided by colleges, universities, private business and trade
214 schools, state supported vocational schools, employers in the form of on-the-job training,
215 and other approved training facilities with valid contracts.

216 (1) Training costs will not be authorized until proof of the availability of comparable
217 benefits is received by the counselor.

218 (2) After the completion of the first semester, a grade report, proof of enrollment, and
219 an itemized invoice are required documentation to support the authorization for tuition

220 and fees. It is the responsibility of the client to provide this support documentation. The
221 client may provide this documentation electronically or as a printed document in the
222 standard format used by the school.

223 (3) Each client is responsible for providing the counselor a copy of the college or
224 university's current semester costs before the designated "Drop and Add" date.

225 **(o) Case Recording Requirements.**

226 (1) The record of service will contain testing and/or supportive data to substantiate the
227 reasonable expectation for successful completion of a training program.

228 (2) Clients approved for college or university training will exhibit the ability to do college
229 work. The counselor will have evidence in the record of service indicating the client's
230 ability to do college work before a program is developed calling for training at the
231 college or university level.

232 (3) Training progress reports or other methods of reporting (i.e., grade reports,
233 transcripts) are utilized to document training progress.

234 (4) Documentation will state why the particular out-of-state provider is being used in
235 terms of specific clients, and address the issues of, selection of vocational objective,
236 projected starting and completion dates, breakdown of costs; and extent of comparable
237 services and benefits.

238 (5) Case notes are necessary when an authorization is completed to include a
239 description of services being provided (i.e. tuition and fees) and the date of service on
240 all direct authorizations. Include number of hours enrolled, what semester, date of
241 service.

1 **612:10-7-162. Textbooks, supplies, training tools and equipment [AMENDED]**

2 (a) For clients attending training, an allowance may be provided to cover the actual cost of
3 required books, supplies, training tools and equipment, after available comparable benefits
4 have been applied. When an allowance is provided, the client will be required to furnish
5 documentation of the costs of required books, supplies, tools or equipment. The counselor
6 will work with the client in obtaining and utilizing comparable benefits including the PELL
7 grant and planning for the use of other resources to help meet this expense. The textbook
8 allowance will be adjusted the following semester for clients who fail or withdraw from
9 courses paid by DVR or DSBVI. Only textbooks for the current semester's enrollment will be
10 provided.

11 (b) Training tools and equipment costing more than \$500 will be purchased directly from the
12 ~~vendor~~ provider in accordance with DRS ~~policy~~ administrative rules.

13 (c) The client, or client's family or authorized representative as appropriate, is responsible
14 for maintaining supplies and training tools in good working order. DVR and DSBVI will pay
15 for repairs to supplies and training tools purchased with DVR and DSBVI funds during the
16 life of the case unless there is clear evidence the supplies or training tools have been
17 damaged due to client abuse or neglect.

18 (d) Gun "kits", but not operable firearms, used as training tools may be purchased for
19 students in gun-smithing school only.

20 (e) The Department retains title to any tools costing \$500 or more purchased for training
21 purposes until title is released by an authorized agent of the Department. The counselor will
22 complete the Receipt for Equipment and Title Agreement, and obtain necessary signatures,
23 before releasing such tools to the client. Any tools purchased for training purposes remain
24 with the client while he/she is in training and after the completion of the training if they can
25 be used in the client's chosen vocation. If the client drops out of training, DRS at its
26 discretion may take steps to repossess the tools to transfer to another client.

27 (f) Case recording must reflect the disposition of tools and materials provided the client
28 before the case is closed.

29 (g) Computers and related high tech equipment necessary for the client to participate in a
30 training program or required by the training entity may be purchased as a client service in
31 accordance with agency ~~policy~~ administrative rule(s), or participation in the rehabilitation
32 process, or is essential to the client's achievement of his or her employment outcome. The
33 cost of computers and related equipment will not be included in an allowance for textbooks
34 and supplies.

1 **612:10-7-163. On-the-job training [AMENDED]**

2 (a) When on-the-job training (OJT) will best suit the client's needs, this type of training can
3 be considered. In order for the client to gain work experience and obtain employment, this
4 type of training focuses on specific job skills by a prospective employer, and OJT can be
5 provided in conjunction with any other DRS service services. This service does not require
6 client participation in cost of services.

7 (b) In selecting on-the-job training sites, the counselor must assure the items in (1) - (6) of
8 this Subsection are met:

9 (1) The business or individual must have enough work to provide the client sufficient
10 training.

11 (2) The business or individual must be able to provide proper equipment.

12 (3) The individual who actually does the training must be the employer or an employee
13 of the business and have the knowledge, skill, and ability to train the client.

14 (4) Time must be devoted daily to the training of the client.

15 (5) It is expected the client will ~~be employable after a reasonable period of training~~
16 remain in the same or similar job upon successful completion.

17 (6) The employer must be willing to consider the client for any open position, full or part
18 time, after the initial training period.

19 (c) There is no specific length of time for on-the-job training, as the length of time needed
20 for training will vary with the complexity of the job being learned.

21 (d) Individuals and businesses which provide on-the-job training are expected to
22 compensate OJT participants according to applicable minimum wage and hour regulations
23 under the Fair Labor Standards Act. The employer must pay the client at least the applicable
24 minimum wage unless the counselor issues a sub-minimum wage certificate. This permits
25 the employer to pay less than the minimum wage for a specified period of time if the client
26 has a severe disability.

27 (e) On-the-job training payments are reimbursement for wages and benefits paid by the
28 employer. Reimbursement is paid to the employer who pays the client just like his or her
29 own employees. It is not permissible for the employer to endorse the reimbursement check
30 and give it to the client in lieu of wages.

31 (f) Reimbursement for on-the-job training is paid on a monthly basis.

32 (g) On-the-job training, using realistic integrated work settings may be used during a Trial
33 work experiences.

34 (h) Case Recording.

35 (1) Direct contact with an employed individual to provide support with issues arising
36 from employment, such as on-the-job performance, or with addressing employment
37 barriers, such as absenteeism or tardiness, that could jeopardize employment will be
38 documented in a case note.

39
40

(2) Progress narratives on a monthly basis that assess the individual's progress toward employment goal and OJT outcome.

**PART 19. SPECIAL SERVICES FOR INDIVIDUALS WHO ARE BLIND, DEAF, OR HAVE
OTHER SIGNIFICANT DISABILITIES**

1 **612:10-7-195. Personal assistance services [AMENDED]**

2 (a) Personal assistance services is a range of services including, among other things,
3 training in managing, supervising, and directing personal assistance services, provided by
4 one or more persons, that are designed to assist an individual with a disability to perform
5 daily living activities on or off the job that the individual would typically perform without
6 assistance if the individual did not have a disability. ~~The services must be designed to~~
7 ~~increase the individual's control in life and ability to perform everyday activities on or off the~~
8 ~~job. Services may include training in managing, supervising, and directing personal~~
9 ~~assistance services. The services must be necessary to the achievement of an employment~~
10 ~~outcome and may be provided only while the individual is receiving other vocational~~
11 ~~rehabilitation services.~~

12 (1) Designed to assist an individual with a disability to perform daily living activities on
13 or off the job that the individual would typically perform without assistance if the
14 individual did not have a disability;

15 (2) Designed to increase the individual's control in life and ability to perform everyday
16 activities on or off the job.

17 (3) Necessary to the achievement of an employment outcome and may be provided
18 only while the individual is receiving other vocational rehabilitation services.

19 (4) Services may include training in managing, supervising, and directing personal
20 assistance services, as found in 361.5 (c) (38).

21 (b) Fees for these services are negotiable at or above minimum wage by the counselor.
22 This service does not require consideration of client participation in cost.

23 (c) Case Recording.

24 (1) The justification for providing the services must be documented in the record of
25 service.

26 (2) Documentation of the negotiated amount of monthly payment that is agreed to by
27 both counselor and client.

1 **612:10-7-196. Interpreter services [AMENDED]**

2 ~~An individual who is deaf or has a hearing impairment may require interpreter services~~
3 ~~to communicate effectively. This service is especially important when information~~
4 ~~concerning the individual's rights and access to services is being presented. Interpreter~~
5 ~~services do not require client participation in cost of services. In training situations, the~~
6 ~~counselor must document that interpreter services are not available through the training~~
7 ~~facility or other sources before interpreter services are provided. Interpreter services are~~
8 ~~authorized directly to the individual who will provide the service. The authorization will~~
9 ~~include the number of hours to be provided and the period of time over which the service is~~
10 ~~to be provided in addition to the per hour fee. The interpreter will submit a claim at the end~~
11 ~~of each specified time period.~~

12 (a) Interpreter services are sign language or oral interpretation services for individuals who
13 are deaf or hard of hearing and tactile interpretation services for individuals who are deaf-
14 blind. Specially trained individuals perform sign language or oral interpretation. Interpreter
15 services also include real-time captioning services for persons who are deaf or hard of
16 hearing as found in 34 CFR 361.5 (c) (10) and 361.48 (b) (10).

17 (1) Does not include spoken language interpretation.

18 (2) Interpreter services do not require client participation in cost of services.

19 (3) The interpreter will submit a claim at the end of each specified time period.

20 (b) Deaf-Blindness Specialist. To promote and coordinate appropriate services for persons
21 with dual losses of vision and hearing, the Division of Services for the Blind and Visually
22 Impaired employs a Deaf-Blindness Specialist. This specialist works with counselors,
23 rehabilitation teachers and others who provide services directly to clients who are deaf-blind.
24 A major role served by this specialist is coordinating services and ensuring dialogue among
25 schools, programs, agencies and organizations serving the deaf and blind.

26 (1) Due to the overwhelming impact upon the individual with a combination disability of
27 deafness and blindness, a multiple disciplinary approach is needed to adequately serve
28 these individuals. Unique problems in mobility and communication can cause severe
29 social, recreational, academic deprivation and long term prevocational training may be
30 necessary. Persons who are deaf-blind are capable of competitive employment and the
31 counselor will carefully evaluate expected employment outcomes.

32 (c) Case Recording.

33 (1) In training situations, the counselor must document that interpreter services are not
34 available through the training facility or other sources before interpreter services are
35 provided.

1 **612:10-7-199. Reader/recording services [AMENDED]**

2 (a) Reader services may be purchased for individuals who are blind, visually impaired or
3 have difficulty reading standard print books/materials due to any other disability. Reader
4 services may be provided for those consumers who are involved in educational or vocational
5 training, employment search or entry into employment. Clients will be expected to utilize any
6 comparable services, including available assistive technology devices and services prior to
7 authorization of reader services.

8 (b) Reader services are exempt from client participation in cost of service. DRS will pay up
9 to five (5) hours of reader service per month. Additional hours of reader service may be
10 approved by the Programs Manager with justification.

11 (c) Payment for reader services will be based on the Federal Minimum Wage. However, the
12 counselor may authorize up to \$2.00/hour above minimum wage with consideration being
13 given to factors such as the significance of the event and the likelihood of technical/foreign
14 language being used. Reader services may not be paid in advance. Payment is authorized
15 directly to the client in the same manner as maintenance or transportation and may be
16 included on the same authorization with either or both of these other services.

17 (d) The individual receiving the service shall maintain a record of the reading time he/she
18 has been provided. The record must be signed and dated by the reader and the individual,
19 and returned to the counselor at the end of each month. The record shall include:

- 20 (1) Individual's name;
- 21 (2) Reader's name and address;
- 22 (3) Date service started and ended
- 23 (4) Subjects read and time devoted to each

24 (e) Individuals who have difficulty reading or using standard print materials will be referred
25 to existing resources for recorded, large print, Braille and digital books and materials. Any
26 required fee or materials cost for a recorded/digital textbook service, reading or scanner app
27 may be paid through DVR and DSBVI funds and is not based on financial ~~status~~ need
28 determination.

29 (c) Case Recording.

- 30 (1) Documentation in record of service of the approved additional hours by the
31 Programs Manager.

1 **612:10-7-203. Orientation and Mobility (O & M) [AMENDED]**

2 DVR and DVS DSBVI clients who are ~~legally~~ blind, visually impaired, or function as
3 such can receive direct instruction from O & M specialists employed by the Department. O
4 & M specialists assist these clients to adjust to their surroundings.

**PART 21. PURCHASE OF EQUIPMENT, OCCUPATIONAL LICENSES AND
CERTIFICATES**

1 **612:10-7-216. Tools, occupational equipment, initial stocks and supplies [AMENDED]**

2 (a) Tools, occupational equipment and supplies will be provided to eligible clients to the
3 extent necessary to achieve their vocational goal providing the client has adequate
4 resources available for the proper maintenance and upkeep of such tools and equipment.
5 The client, or client's family or authorized representative as appropriate, is responsible for
6 maintaining tools, occupational equipment, initial stocks, and supplies in good working
7 order. DVR and DSBVI will not pay for repairs to tools, occupational equipment, initial stocks
8 and supplies purchased with DVR and DSBVI funds once title has been released to the
9 client. DVR and DSBVI will not pay for repairs before title is released when there is clear
10 evidence that the damage resulted from abuse or neglect.

11 (b) The client will retain possession and control of articles while engaging in the job or
12 occupation for which articles were provided, or when title is released to client. Occupational
13 tools, occupational equipment, and initial stocks and supplies are defined as follows:

14 (1) Occupational tools are considered to be those minimum tools required for a
15 designated trade, necessary to the employment of the individual, and not furnished by
16 the employer. DRS will NOT purchase operable firearms even if required for
17 employment. Counselor will assist ~~consumer~~ the individual in finding resources to help
18 in this purchase if necessary.

19 (2) Occupational equipment is equipment required to meet the minimum needs of an
20 individual in starting and conducting a business of his or her own.

21 (3) Initial stocks and supplies are those materials and merchandise necessary for the
22 client to become operational in a business.

23 (c) Purchase of occupational tools, equipment and initial stocks and supplies will be made
24 in accordance with ~~612:10-1-7~~ current DRS purchasing rules. If the client is required to
25 participate in cost of services, the payment will be made to the nonmedical vendor. When
26 the equipment is received and/or installed, the appropriate rehabilitation professional
27 completes the Receipt for Equipment and Title Agreement. If the purchase total is \$5,000 or
28 more, the rehabilitation professional then signs the vendor's invoice and routes it to DRS
29 state office.

30 (d) Used tools or equipment may be purchased when it is evident considerable savings may
31 be affected. Used equipment or tools are to be appraised piece-by-piece by at least three
32 shop owners or managers in the same type of work, and who are not acquainted with the
33 vendor.

34 (e) If the counselor, after a thorough check of the tools or equipment, finds they are not
35 being used for the purpose for which they were purchased, the counselor is to repossess
36 the tools or equipment by executing the Release or Receipt of Equipment form.

37 (f) Occupational licenses are those licenses required by law to obtain and practice a
38 particular profession or trade. Fees for such licenses and teacher certification tests may be
39 provided for DRS clients. The training facility may arrange for necessary certification and it
40 may be included as a separate item on the training authorization. If training is not involved,
41 the license fee is authorized upon evidence of a skill.

42 (1) Clients will be responsible for renewal of licenses purchased by DRS.

1 **612:10-7-222. Rehabilitation technology, assistive technology devices and assistive**
2 **technology services [AMENDED]**

3 ~~(a) Rehabilitation technology is the systematic application of technologies, engineering~~
4 ~~methodologies, or scientific principles to meet the needs of and address the barriers~~
5 ~~confronted by individuals with disabilities in areas which include education, rehabilitation,~~
6 ~~employment, transportation, independent living and recreation. The term includes~~
7 ~~rehabilitation engineering, assistive technology devices, and assistive technology services~~
8 engineering means the systematic application of engineering sciences to design, develop,
9 adapt, test, evaluate, apply, and distribute technological solutions to problems confronted by
10 individuals with disabilities in functional areas, such as mobility, communications, hearing,
11 vision, and cognition, and in activities associated with employment, independent living,
12 education, and integration into the community.

13 ~~(ab) Rehabilitation technology services may be provided to any individual under the~~
14 ~~provisions of an Individualized Plan for Employment (IPE). Rehabilitation technology~~
15 ~~services such as assessment or consultation are not based on financial status; however~~
16 ~~equipment, appliances, and aids will be based on available financial resources of the client~~
17 Rehabilitation technology is the systematic application of technologies, engineering
18 methodologies, or scientific principles to meet the needs of, and address the barriers
19 confronted by, individuals with disabilities in areas which include education, rehabilitation,
20 employment, transportation, independent living and recreation. The term includes
21 rehabilitation engineering, assistive technology devices, and assistive technology services.

22 (1) Home and vehicular modification, telecommunications, sensory, and other
23 technological aids and devices, other assistive devices including, but not limited to
24 hearing aids, low vision aids and wheelchairs. This includes the hardware portion of
25 neuroprosthetic devices, such as cochlear implants, visual prosthetics, and motor
26 prosthetic devices.

27 (2) Does not include medical and surgical procedures required for implantation of
28 neuroprosthetic devices.

29 (c) Rehabilitation technology services, including prescribed adaptive aids and devices, must
30 be provided by qualified persons. Prescriptions/recommendations for nonmedical adaptive
31 technology may be accepted from individuals listed in 74 O.S. 85.7(12) including physicians,
32 rehabilitation engineers, qualified rehabilitation technicians or sensory aids specialists and
33 from qualified assistive technology specialists and assistive technology professionals.

34 ~~(d) Assistive technology devices, including prescribed adaptive aids and devices, may be~~
35 ~~purchased commercially or designed and manufactured by a rehabilitation engineer,~~
36 ~~assistive technology or sensory aids specialist depending on individual need Under ADA title~~
37 II, 35 CFR 104 Definitions, "auxiliary aids and services" includes; Qualified interpreters on-
38 site or through video remote interpreting (VRI) services; note takers; real-time computer-
39 aided transcription services; written materials; exchange of written notes; telephone handset
40 amplifiers; assistive listening devices; assistive listening systems; telephones compatible
41 with hearing aids; closed caption decoders; open and closed captioning, including real-time
42 captioning; voice, text, and video-based telecommunications products and systems,
43 including text telephones (TTYs), videophones, and captioned telephones, or equally
44 effective telecommunications devices; videotext displays; accessible electronic and
45 information technology; or other effective methods of making aurally delivered information
46 available to individuals who are deaf or hard of hearing.

47 (e) Assistive Technology Devices are any items, piece of equipment, or product system,
48 whether acquired commercially off the shelf, modified or customized, that is used to
49 increase, maintain, or improve the functional capabilities of a VR customer.

50 (f) Assistive Technology Services are any services that directly assist an individual with a
51 disability in the selection, acquisition, or use of an assistive technology device. Services may
52 include:

53 (1) the evaluation of the needs of an individual, including a functional evaluation of the
54 individual in his/her customary environment;

55 (2) purchasing, leasing, or otherwise providing for the acquisition by an individual of an
56 assistive technology device;

57 (3) selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing,
58 or replacing assistive technology devices;

59 (4) coordinating and using other therapies, interventions, or services with assistive
60 technology devices, such as those associated with existing education and rehabilitation
61 plans and programs;

62 (5) training or providing technical assistance for an individual or, if appropriate, the
63 family members, guardians, advocates, or authorized representatives of the individual;
64 and

65 (6) training or providing technical assistance for professionals (including individuals
66 providing education and rehabilitation services), employers, or others who provide
67 services to, employ, or are otherwise substantially involved in the major life functions of
68 individuals with disabilities, to the extent that training or technical assistance is
69 necessary to the achievement of an employment outcome.

70 (g) Rehabilitation technology services such as assessment or consultation are not based on
71 financial need; however equipment, appliances, and aids will be based on available financial
72 resources of the client.

73 (h) Rehabilitation technology services, including prescribed adaptive aids and devices, must
74 be provided by qualified persons. Prescriptions/recommendations for nonmedical adaptive
75 technology may be accepted from individuals listed in 74 O.S. 85.7(12) including physicians,
76 rehabilitation engineers, qualified rehabilitation technicians or sensory aids specialists and
77 from qualified assistive technology specialists and assistive technology professionals.

78 (i) Assistive technology devices, including prescribed adaptive aids and devices, may be
79 purchased commercially or designed and manufactured by a rehabilitation engineer,
80 assistive technology or sensory aids specialist depending on individual need.

81 (j) Counselors and rehabilitation teachers may refer clients with visual disabilities to the
82 Division of Services for the Blind and Visually Impaired assistive technology laboratory for
83 blindness and low vision which may provide or procure:

84 (1) assistive technology evaluations;

85 (2) recommendation of assistive technology devices and services to meet individual
86 needs;

87 (3) training in use of technology and devices, referral to training sources and information
88 on training options;

89 (4) information on technologies and devices to meet specific individual needs;

90 (5) technical assistance for installation and operation of select applications and devices;
91 and

92 (6) demonstration and loan of adaptive aids, devices, electronic and computer
93 technologies and other assistive technology products.

PART 25. TRANSITION FROM SCHOOL TO WORK PROGRAM

1 **612:10-7-240. Overview of transition from school to work services [AMENDED]**

2 (a) Transition services is a coordinated set of activities for a student with a disability that
3 promotes movement from the public schools to post-school activities. ~~The Individuals with~~
4 ~~Disabilities Education Act (IDEA) and the Rehabilitation Act use the same language to~~
5 ~~describe transition services and their purpose. No break in required rehabilitation services~~
6 ~~will occur for eligible students exiting the secondary school when a case has been opened~~
7 ~~while in high school. Transition services represent the next set of services on the continuum~~
8 ~~of VR services available to eligible individuals. Transition services, for eligible students with~~
9 ~~disabilities, provide for further development and pursuit of career interests with~~
10 ~~postsecondary education, vocational training, job search, job placement, job retention, job~~
11 ~~follow-up, and job follow along. The transition process is outcome based, leading to post-~~
12 ~~secondary education, vocational training, competitive integrated employment (including~~
13 ~~supported employment), continuing and adult education, adult services, independent living,~~
14 ~~and/or community participation consistent with the informed choice of the individual. The~~
15 ~~goal of the Transition from School to Work Program is to help eligible individuals with~~
16 ~~disabilities make the transition from school to work in order to function as a productive~~
17 ~~member of society.~~

18 (b) The Transition from School to Work Program is implemented through a cooperative
19 agreement between DRS and each participating local secondary school district, private
20 school, charter school, home school organization and Career and Technology Education
21 Center, through an MOU with the State Department of Education. The Transition
22 Coordinator in DRS State Office acts as the liaison with the State Department of Education,
23 and provides statewide coordination and technical assistance for the Transition from School
24 to Work Program.

25 (c) Transition services must be based on the individual student's needs, taking into account
26 the student's preferences and interests. Transition planning will include, to the extent
27 needed, services in the areas of:

28 (1) instruction;

29 (2) community ~~services~~ experiences;

30 (3) development of employment and other post-school adult living objectives, including
31 job skill training available through vocational-technical schools;

32 (4) if appropriate, acquisition of daily living skills and a functional vocational evaluation;

33 (5) ~~supported employment services can be initiated during the final graduating~~
34 ~~semester of high school that promotes or facilitates the achievement of the employment~~
35 ~~outcome identified in the student's or youth's individualized plan for employment; and~~

36 (6) that includes outreach to and engagement of the parents, or, as appropriate, the
37 representative of such a student or youth with a disability or other needs specific to the
38 individual.

39 (7) supported employment services can be initiated during the final graduating
40 semester of high school, 34 CFR 361.5 (c) (54) (iii-v).

41 (d) The Transition from School to Work Program is based upon effective and cooperative
42 working relationships between the Special Education Section of the State Department of
43 Education, the Department of Rehabilitation Services, and the Local Educational Agency.
44 Each agency retains responsibility for providing or purchasing any transition service that the

45 agency would otherwise provide to students with disabilities who meet the eligibility criteria
46 of that agency [~~34 CFR 300.520~~].

1 **612:10-7-242. Pre-Employment Transition Services [AMENDED]**

2 (a) **Students with a Disability.** Vocational Rehabilitation (VR) must collaborate with local
3 educational agencies (LEAs) to provide, or arrange for the provision of, Pre-employment
4 Transition Services (Pre-ETS) for all students with a disability in need of such services.

5 (1) A "Student with a Disability" as defined in Oklahoma is ages 16 through 21 and
6 eligible for and receiving special education or related services under an Individualized
7 Education Program (IEP); or an individual with a disability for purposes of Section 504
8 (individual does not need to have a 504 plan to meet the definition requirements).

9 (2) An individual as young as 14 years old may be considered a "Student with a
10 Disability" if Pre-ETS is determined necessary by the IEP team.

11 (3) The definition of "Student with a Disability" applies to all students enrolled in
12 educational programs, including postsecondary education programs or other recognized
13 education programs, so long as they satisfy the age requirements. The definition is
14 inclusive of secondary students who are homeschooled, as well as students in other
15 non-traditional secondary educational programs.

16 (4) A student with a disability receiving pre-employment transition services is a client for
17 whom goods and services may be procured in the same manner as for clients with an
18 approved Individualized Plan for Employment pursuant to ~~OAC 612:10-1-7~~.

19 (5) Students with disabilities do not need to apply and be determined eligible for the VR
20 program to receive pre-employment transition services. However, these students may
21 not receive any VR services other than pre-employment transition services until they
22 apply, and are determined eligible, for VR services, and have an approved IPE.

23 (6) Eligible students with disabilities, that is, those students who have applied and been
24 determined eligible for the VR program, are able to receive any VR services, including
25 pre-employment transition services, necessary to assist them in achieving their
26 employment outcome, so long as those services are identified on their IPEs.

27 (b) **Required Activities.** Services may be provided to students, or groups of students, with
28 disabilities who are eligible or potentially eligible for VR services in the following areas. The
29 following pre-employment transition services represent the earliest set of services available
30 for students with disabilities under the VR program. These are short-term services designed
31 to help students identify career interests:

32 (1) Job exploration counseling.

33 (2) Work-based learning experiences, which may include in-school or after school
34 opportunities or experience outside the traditional school setting, including internships,
35 that is provided in an integrated environment to the maximum extent possible.

36 (3) Counseling on opportunities for enrollment in comprehensive transition or
37 postsecondary educational programs at institutions of higher education.

38 (4) Workplace readiness training to develop social skills and independent living.

39 (5) Instruction in self-advocacy, including instruction in person-centered planning, which
40 may include peer mentoring, including peer mentoring from individuals with disabilities
41 working in competitive integrated employment.

42 (6) Auxiliary aids or services. Any "student with a disability" with a sensory or
43 communicative disorder who needs auxiliary aids or services to access pre-employment
44 transition services, regardless of whether the student has applied or been determined
45 eligible for the VR program.

46 (A) The provision of pre-employment transition services to pay for auxiliary aids and
47 services for students with disabilities with sensory and communicative disorders who
48 need such aids and services in order to access or participate in pre-employment
49 transition services.

50 (B) DRS is required to work in collaboration with education agencies to identify how
51 these funds can be used for such costs. The VR agency may use the funds to pay for
52 auxiliary aids and services needed to access or participate in pre-employment
53 transition, no other public entity is required to provide such aids or services.

54 (C) DRS need not conduct a search for comparable services and benefits when
55 providing auxiliary aids and services to either eligible or potentially eligible students
56 with disabilities to the extent that these aids and services constitute "rehabilitation
57 technology" and are necessary for the student with a disability to participate in pre-
58 employment transition services.

59 (c) **Delivery of Services.** Pre-ETS may be delivered in collaboration with school
60 districts/LEAs via any combination of:

61 (1) Vocational rehabilitation counselors

62 (2) The vocational rehabilitation counselor will coordinate Pre-ETS with other entities
63 who maybe delivering these services.

64 (3) Other entities contracted with VR such as:

65 (A) Community Rehabilitation Programs

66 (B) Independent Living Centers

67 (d) **Considerations under 00S.** VR must continue to provide Pre-ETS to students with
68 disabilities who were receiving such services prior to being determined eligible for SBVI and
69 are placed in a closed category.

70 (e) **Pre-Employment Transition Coordination.**

71 (1) District office staff will be responsible for attending IEP meetings for students with
72 disabilities when invited; using conference calls and video conferences, when
73 necessary;

74 (2) working with local workforce development boards, job centers and employers to
75 develop work opportunities for students with disabilities, including apprenticeships,
76 internships, summer employment and other employment opportunities available
77 throughout the school year;

78 (3) working with schools to coordinate and ensure the provision of Pre-ETS; and

79 (4) attending person-centered planning meetings for individuals with developmental
80 disabilities receiving SSI-D/Medicaid when invited.

81 (g) **Eligible students with disabilities are able to access** any other VR services needed
82 to participate in pre-employment transition services or other VR services that are unrelated
83 to pre-employment transition services, none of which would be available to them without
84 approved IPEs, these eligible students with disabilities may need certain VR services to fully
85 benefit from pre-employment transition services. By receiving other VR services and
86 supports, along with the pre-employment transition services, enables eligible students with a
87 disability to develop the skills to experience competitive, integrated employment as they
88 leave school and enter the workforce.

1 **612:10-7-248. Coordination of Individualized Education Program and Individualized**
2 **Plan for Employment [AMENDED]**

3 ~~The Local Educational Agency and DRS must document coordination of objectives and~~
4 ~~services planned in an individual's IEP/Section 504 Plan and IPE. Both documents, as well~~
5 ~~as other case documentation, must reflect the effective interaction of the two agencies in~~
6 ~~providing the services necessary for a smooth transition from school to work. While it is~~
7 ~~understood that it is not possible for a VR counselor to attend all formal IEP/Section 504~~
8 ~~Plan meetings in assigned schools, the counselor will collaborate in transitional planning in~~
9 ~~the most effective manner possible.~~

10 (a) The individualized plan for employment for a student with a disability must be
11 coordinated with the individualized education program or 504 services, as applicable, for
12 that individual in terms of the goals, objectives, and services identified in the education
13 program. 34 CFR 361.46 (d)

14 (b) The development and approval of an individualized plan for employment as early as
15 possible during the transition planning process and not later than the time a student with a
16 disability determined to be eligible for vocational rehabilitation services leaves the school
17 setting or, if the State agency is operating under an order of selection, before each eligible
18 student with a disability able to be served under the order leaves the school setting. 34 CFR
19 361.22 (a) (2)

20 (1) No break in required rehabilitation services will occur for eligible students exiting the
21 secondary school when a case has been opened while in high school.

22 (c) Case recording.

23 (1) The Local Educational Agency and DRS must document coordination of objectives
24 and services planned in an individual's IEP/Section 504 Plan and IPE. Both documents,
25 as well as other case documentation, must reflect the effective interaction of the two
26 agencies in providing the services necessary for a smooth transition from school to
27 work.

28 (2) Documentation of attended IEP meetings and results of those meetings.

SUBCHAPTER 13. SPECIAL SERVICES FOR THE DEAF AND HARD OF HEARING

PART 3. CERTIFICATION OF INTERPRETERS

612:10-13-20. Certification maintenance [AMENDED]

(a) ~~General provisions for certification maintenance. Certification for levels I, II, and III are good for a period of QAST certification in Interpreting and Transliterating, for levels I-V, are valid for a term of two years at which time the certification will expire or unless the interpreter may re-test. Certification for Level IV is good for a three year period at which time the certification will expire or the interpreter may re-test. Certification for Level V is considered to be permanent. Interpreters are permitted to re-test before their certification has expired. Certification will remain valid for an interpreter who has applied for re-evaluation and cannot be scheduled for testing prior to his/her certificate's expiration date, provided the application is received no later than 90 calendar days before the expiration date. However, any certification will lapse if the maintenance fee is not paid and/or continuing education requirements are not met by stipulated due dates, and/or if the performance application is not submitted 90 days before levels expire. Individuals who have allowed certification to lapse must take and pass the ICRC/QAST written portion before becoming eligible for the performance evaluation. The exception for re-testing applies to those that achieve a certification level in Transliterating: V and Interpreting: V; those are the only levels that will not expire providing the annual CEUs and the maintenance fee is satisfied.~~

(b) ~~**Continuing education requirements.** QAST certified interpreters are required to satisfy one (10 hours) Continuing Education Unit (CEU) annually, with .1 (1 hour) of this in the category of Ethics. It is the interpreter's responsibility to ensure all supportive CEU documentation is submitted to the Interpreter Certification Resource Center (ICRC) staff before or on December 31st, to avoid certification becoming invalid. If certification becomes invalid, the individual must re-test, and will be required to take and pass the written ICRC/QAST test before becoming eligible for the performance portion. Level V certification: An interpreter holding a certification level V in either Transliterating or Interpreting, but not both, will be required to re-test. Testing will include the ethical situation interview and the performance section the interpreter does not hold a level V in. The interpreter must pass the ethical situation interview with 80% before a level is granted. If a level V is not obtained, the interpreter will be required to re-test until a V/V is achieved.~~

(c) ~~**Certification maintenance fee.** A certification maintenance fee and maintenance fee renewal form is due by January 31st each year. The renewal form must be postmarked on or before January 31st to avoid certification becoming suspended. Level I-IV certification: An interpreter with levels I, II, III, IV are required to take the ethical situation interview, Interpreting and Transliterating. The interpreter must pass the ethical situation interview with at least an 80% before a level is granted.~~

(d) ~~**Certification suspension and reinstatement.** If the certification maintenance fee and renewal form are submitted after January 31st, the interpreter will become suspended, but has an option to make application for reinstatement. The reinstatement application, a \$100 reinstatement fee and payment of the annual certification maintenance fee will be required for reinstatement. The reinstatement fee and certification maintenance fee are due before or on February 28th to avoid certification becoming invalid. If certification becomes invalid, the individual must re-test, and will be required to take and pass the written ICRC/QAST test before becoming eligible for the performance portion. Any combination of levels other than a V/V obtained during testing will expire 2 years from the test date. Interpreters are required and permitted to re-test before their certification expires.~~

(e) ~~**Expiration of certification.** If an interpreter does not submit an application for re-testing 90 days prior to the level(s) expiration date, the interpreter's level(s) will be considered invalid on the expiration date. If level(s) become invalid, the individual must re-test, and will be required to take and pass the ICRC/QAST written test before becoming~~

eligible for the performance portion. If an interpreter's certification becomes invalid twice in a four (4) year period due to non-compliance with either the CEU or maintenance fee requirements, the interpreter will not be allowed to take the written portion or the performance portion of the ICRC/QAST test until one (1) year from the date of the second documented non-compliance. Certification will remain valid for an interpreter who has applied for re-evaluation and cannot be scheduled for testing prior to his/her certificate's expiration date, provided the application is received no later than 90 calendar days before the expiration date. However, any certification will lapse if the maintenance fee is not paid and/or continuing education requirements are not met by stipulated due dates, and/or if the performance application is not submitted 90 days before levels expire. Individuals who have allowed certification to lapse due to non-compliance with requirements must take and pass the ICRC/QAST written portion before they are becoming eligible for the performance evaluation.

**CHAPTER 15. OKLAHOMA LIBRARY FOR THE BLIND AND PHYSICALLY
HANDICAPPED**

SUBCHAPTER 1. GENERAL PROVISIONS

2 **612:15-1-3. Library functions and legal basis [AMENDED]**

3 (a) The Oklahoma Library for the Blind and Physically Handicapped (OLBPH), operated
4 by the Division of ~~Visual Services~~ for the Blind and Visually Impaired within the
5 Department of Rehabilitation Services, is the regional library for Oklahoma as part of the
6 national network of libraries of the Library of Congress National Library Service (NLS)
7 for the Blind and Physically Handicapped.

8 (b) On March 3, 1931, the Pratt-Smoot bill authorized the Library of Congress to
9 arrange with other libraries to serve as local or regional centers to circulate books to
10 blind or visually-impaired users. By the end of fiscal 1966, Congress passed Public Law
11 89-522 extending the service to library users who could not read standard print because
12 of physical disability, which can include certain reading disabilities. State law (7 O.S.
13 Section 8 and 74 O.S. 166.4(B)(3)(b) and 166.5) establish that the Section of Services
14 to the Blind (~~Visual Services~~ for the Blind and Visually Impaired) of the Commission for
15 Rehabilitation Services has the authority and duty to provide special library services to
16 blind and visually impaired citizens.

17 (c) Functions of the Library include but are not limited to:

18 (1) Loan of books and periodicals in accessible formats for eligible adults and
19 children with visual, physical or learning disabilities that prevent effective use of
20 standard print materials;

21 (2) Production of recorded and Braille materials on request and on a limited basis,
22 subject to availability of resources. Fees may be established to cover the cost of
23 production. Services provided by OLBPH as part of the National Library Service will
24 be given priority over requests for production of reading materials in alternate
25 formats;

26 (3) Acquisition, housing and circulation of Braille textbooks and other accessible
27 instructional materials for students with print disabilities in grades pre-K through 12;

28 (4) Improving access to print information for Oklahomans with print disabilities by
29 providing, through contract or directly, services that supply audio or electronic
30 access to newspapers, books, works by Oklahoma authors, educational
31 programming, local and state activities, and information on resources.

32 (5) Recruitment and training of volunteers to support library functions.

CHAPTER 20. SPECIAL SCHOOLS

SUBCHAPTER 2. CONTRACTED INSTRUCTIONAL PERSONNEL

1 **612:20-2-7. Employee benefits [AMENDED]**

2 (a) **Personal leave.** Contracted instructional staff will receive five days each academic
3 year. Such leave shall vest at the beginning of each academic year and may be taken with
4 the approval of the school superintendent. Personal leave may not be charged to sick leave
5 ~~and, and any unused personal leave will not be cumulative. Unused personal leave and will~~
6 ~~not be paid to the employee at the rate of \$75 for each full day of unused leave after the end~~
7 ~~of each academic year upon separation from the Department.~~

8 (b) Sick leave. Contracted instructional staff will receive ten days sick leave per academic
9 year. Such leave shall vest at the beginning of each academic year and unused sick leave
10 shall be cumulative up to a total of sixty working days. Such leave is to be used when the
11 employee is required to be absent from duty due to personal injury, illness or pregnancy, or
12 injury or illness of an immediate family member requiring the employee's care. In instances
13 where a contracted instructional staff person has exhausted all accrued sick leave and
14 continues to be absent due to personal injury, illness, or pregnancy, that employee is
15 entitled to an additional twenty days at full salary less the amount actually paid to employ a
16 substitute to temporarily assume the absent employee's position; as long as the total leave
17 does not exceed the total number of days in the contract period. Sick days may be accrued
18 as credit toward retirement. Otherwise, all accumulated sick leave will be canceled upon
19 separation from the Department.

20 (c) Family and medical leave. Family and medical leave will be granted in accordance with
21 the Family Medical Leave Act.

22 (d) Educational leave. A teacher may apply for up to 80 hours per academic year for
23 educational leave. Such leave must be pre-approved by the immediate supervisor and
24 Superintendent.

25 (e) Jury duty. Contracted instructional personnel will be granted leave for jury service in a
26 criminal, civil, or juvenile proceeding and will receive the full, current contract salary during
27 such service; provided that the Department may deduct any compensation received for
28 serving as a juror from the employee's salary during such service.

29 (f) Armed forces leave. Contracted instructional personnel who are members of the
30 Reserve Forces of the Army, the Navy, the Marine Corps, the Coast Guard, the Air Force, or
31 any other component of the Armed Forces of the United States, including members of the
32 Air or Army National Guard, shall, when ordered by the proper authority to active duty or
33 service, be entitled to a leave of absence from employment with the Department for the
34 period of such service without loss of status or efficiency rating.

35 (g) Shared leave. The state leave sharing program permits state employees to donate leave
36 to a fellow state employee who is suffering or has a relative who is suffering from an
37 extraordinary or severe illness, injury, impairment, or physical or mental condition which has
38 caused, or is likely to cause, the employee to take leave without pay or terminate
39 employment. Contracted instructional personnel may contribute sick leave under this
40 program. The shared leave will be credited on a dollar for dollar basis.

41 (h) Other leave. Any leave not defined in this Section shall be treated as personal leave.

CHAPTER 25. BUSINESS ENTERPRISE PROGRAM

SUBCHAPTER 2. GENERAL PROVISIONS

1 **612:25-2-5. Definitions [AMENDED]**

2 The following words or terms, when used in this Manual, shall have the following
3 meaning unless the context clearly indicates otherwise:

4 "**Act**" means the Randolph-Sheppard Vending Facility Act (Public Law 74-732), as
5 Amended by Public Law 83-565 and Pub Law 93-516, 20 U.S.C., Ch. 6A, Sec. 107.

6 "**Active participation**" means a process of good faith negotiations involving the Elected
7 Committee of Licensed Managers and the State Licensing Agency. The Committee must be
8 given the opportunity to have meaningful input into the decision-making process in the
9 formulation of program policies which govern the duties, supervision, transfer, promotion
10 and financial participation of licensed managers. The SLA is charged with the ultimate
11 responsibility for the administration and operation of all aspects of the Business Enterprise
12 Program.

13 "**Annual Evaluation**" means an evaluation conducted on a yearly basis of a manager.
14 This evaluation will be performed at the end of each calendar year.

15 "**BEP**" means the Business Enterprise Program of the State Licensing Agency which
16 provides self-employment opportunities for qualified persons who are blind.

17 "**BEP License**" means a written instrument issued by the State Licensing Agency to a
18 person who is blind, authorizing such person to manage a business enterprise. See
19 "**License**"

20 "**BEP Operations Coordinator**" means the person who has responsibility for the
21 operation of the Business Enterprise Program in the State.

22 "**Blind person**" means a person who, after examination by a physician skilled in the
23 diseases of the eye or by an optometrist, whichever the person shall select, has been
24 determined to have (1) not more than 20/200 central visual acuity in the better eye with
25 correcting lenses, or (2) an equally disabling loss of the visual field as evidenced by a
26 limitation to the field of vision in the better eye to such a degree that its widest diameter
27 subtends an angle of no greater than 20 degrees.

28 "**Board**" or "**Commission**" means the governing body for the State Licensing Agency.

29 "**Business Consultant (BC)**" means an individual who provides consultative and
30 management services to those business enterprises and licensed managers of the State to
31 which the consultant is assigned.

32 "**Business Enterprise**" means an approved business administered by the State
33 Licensing Agency. See definition of "Vending Facility."

34 "**Business Enterprise Program (BEP)**" means the Business Enterprise Program
35 services available to establish business enterprises for persons who are blind.

36 "**Cafeteria facility**" means a food dispensing business enterprise capable of providing
37 a broad variety of prepared foods and beverages (including hot meals) primarily through the
38 use of a line where customers serve themselves from displayed selections. A cafeteria may
39 be fully automatic or provide limited waiter or waitress service. Table and/or booth seating
40 facilities are always provided.

41 **"Client or Consumer"** means any person who has made application for the State
42 Licensing Agency's services and has been determined by the State Licensing Agency to be
43 eligible for services.

44 **"Commissioner"** means the Commissioner of the Rehabilitation Services
45 Administration (RSA) who exercises approval authority for the Federal government under
46 the Randolph-Sheppard Act.

47 **"Committee"** means the Elected Committee of Licensed Managers.

48 **"Contract"** means a written agreement between the State Licensing Agency and
49 officials in control of Federal or other property to establish a business enterprise in cafeterias.

50 **"Contract labor"** means a person or company that performs duties or services not a
51 part of the regular duties of the business enterprise.

52 **"Counselor"** means Division of Vocational Rehabilitation or Division of Visual Services
53 counselors assigned to the State Licensing Agency's program of vocational rehabilitation.

54 **"Director"** or **"Executive Director"** means the chief administrator of the State
55 Licensing Agency.

56 **"Displaced licensed manager"** means a licensed manager who has been displaced
57 from his or her business enterprise through no fault of his or her own.

58 **"Dry/Wet facility"** means any business enterprises providing manual dispensing of
59 prepackaged articles, refreshments, and services.

60 **"Elected Committee of Licensed Managers (ECM)"** means the committee elected
61 biennially by licensed managers in accordance with 34 CFR 395.14.

62 **"Emergency"** means ~~an unforeseen a serious, unexpected and/or dangerous~~
63 circumstance that calls for immediate action. ~~When a piece of equipment is out of order it is~~
64 ~~not normally considered an emergency unless it will harm/destroy lives, other equipment or~~
65 ~~property.~~

66 **"Emergency Satellite"** means a business enterprise that has been vacated on short
67 notice by a licensed manager due to an unforeseen circumstance that calls for an immediate
68 temporary assignment.

69 **"Employee"** means an individual who receives compensation for services rendered to a
70 licensed manager.

71 **"Equipment, expendable"** means items having a relatively small cost per item and
72 having a relatively short life expectancy.

73 **"Equipment, non-expendable"** means all necessary equipment which requires a
74 relatively high capital outlay and has a normal life expectancy of several years.

75 **"Existing Manager"** means a licensed manager that is not a recent graduate of the
76 BEP training program and has been operating a primary facility.

77 **"Extenuating Circumstances"** means circumstances which are sudden, unexpected,
78 significantly disruptive and beyond control.

79 "**Federal property**" means any building, land or other real property owned, leased, or
80 occupied by any department, agency, or instrumentality of the United States (including the
81 Department of Defense and the United States Postal Service), or any other instrumentality
82 wholly owned by the United States.

83 "**Federal regulations**" means the regulations issued pursuant to the Randolph-
84 Sheppard Act.

85 "**Grantor**" means a Federal, State, County, Parish, city government, private
86 corporation, company, partnership or individual, who grants a permit or enters into an
87 agreement with the State Licensing Agency to operate a business enterprise on its/their
88 property.

89 "**Grantor's agreement**" means a written document between a Grantor and the State
90 Licensing Agency which sets forth the terms, conditions and responsibilities of all parties to
91 the agreement for the operation of a business enterprise on private and/or public property.

92 "**Gross receipts**" means the total amounts received from all revenue sources from a
93 business enterprise, ~~including sales tax~~ during an account period.

94 "**Gross Sales**" means the grand total of all sales transactions reported in a period
95 without any deductions included in the figure.

96 "**Inactive Licensee**" means a licensed individual who is not currently working in the
97 Business Enterprise Program.

98 "**Initial stock and supplies**" means those resalable items or supplies necessary for the
99 opening and operation of a specific type of business enterprise.

100 "**Interim manager**" means a licensed manager appointed to manage a business
101 enterprise on a temporary basis. See "Satellite Manager"

102 "**License**" means a written instrument issued by the State Licensing Agency to a
103 person who is blind, authorizing such person to manage a business enterprise. See "BEP
104 License"

105 "**Licensed employee**" means a licensed individual who is currently working for a
106 licensed manager.

107 "**Licensed Manager (LM)**" means a licensed individual who has signed an agreement
108 with the State Licensing Agency to manage a Randolph-Sheppard business enterprise
109 under the supervision of the State Licensing Agency.

110 "**Licensee**" means a person who is blind and holds a valid BEP license.

111 "**Licensing agency**" means the State Licensing Agency (SLA), which has been
112 designated by the Commissioner, pursuant to the Act, to issue licenses to persons who are
113 blind for the management of business enterprises.

114 "**Management**" means the personal supervision of the day-to-day operation of the
115 assigned business enterprise facility by the assigned manager.

116 "**Management services**" means inspection, quality control, consultation, accounting,
117 regulating, in-service training, and other related services provided on a systematic basis to
118 support and improve business enterprises operated by licensed managers. Management

119 services does not include those services or costs which pertain to the on-going operation of an
120 individual facility after the initial establishment period.

121 **"Manager's agreement"** means an agreement between a licensed manager and the
122 State Licensing Agency, establishing basic terms and conditions for management of a
123 business enterprise.

124 **"Mail"** is a method of distributing information that includes, but is not limited to, the U.S.
125 Postal System, email, fax, or Federal Express. See "Notify"

126 **"Merchandise Loan"** means the total dollar value of the initial stocks of suitable
127 merchandise provided to a licensed manager that will be repaid in monthly installments of
128 no less than two percent of gross sales and not to exceed 12 consecutive payments to pay
129 loan balance in full.

130 **"Net earnings" or "Net profits"** means gross profit after deducting operating expenses
131 and set-aside collected.

132 **"Net proceeds"** means the amount remaining from the sale of articles or services of
133 business enterprises and any vending machine income or other income accruing to licensed
134 managers after deducting the cost of such sales and other authorized expenses excluding
135 set-aside charges required to be paid by the licensed managers.

136 **"Net sales"** means the sum total of sales, excluding sales tax.

137 **"Nominee"** means a nonprofit agency or organization designated by the State
138 Licensing Agency through a written agreement to act as its agent in the provision of services
139 to licensed managers under the State's Business Enterprise Program.

140 **"Notify"** means a method of distributing information that includes, but is not limited to,
141 the U.S. Postal System, email, fax, or Federal Express. See "Mail"

142 **"Other income"** means money received by a licensed manager from sources other
143 than over the counter and machine sales.

144 **"Other property"** means property which is not Federal property and on which business
145 enterprises are established or operated by the use of any funds derived in whole or in part,
146 directly or indirectly, from the operation of vending facilities on any Federal property.

147 **"Performance Evaluation"** means an evaluation conducted to determine if a manager
148 is eligible to apply for a facility or to be awarded a permanent BEP license.

149 ~~**"Permanent BEP License"** means a license issued on a permanent basis to a BEP~~
150 ~~manager who has successfully completed all probationary requirements.~~

151 **"Permit"** means the official approval given a State Licensing Agency by a department,
152 agency, or instrumentality in control of the maintenance, operation and protection of Federal
153 property or person in control of other property where the State Licensing Agency is
154 authorized to establish a business enterprise.

155 ~~**"Probationary BEP License"** means a license issued to an individual on their first day~~
156 ~~as manager of an Oklahoma BEP facility.~~

157 **"Probationary Licensee"** means a person who has received a certificate of completion
158 of the Business Enterprise Program training and has not completed their six (6) month
159 probationary period.

160 **"Purveyor"** means an approved source of supply for food, beverages, supplies, or
161 services.

162 **"Randolph-Sheppard Act"** means Public Law 74-732 as amended by Public Law 83-
163 565, Public Law 93-516, and Public Law 95-602, 20 U.S.C. Chapter 6A, Section 107.

164 **"Retained vending machine income"** means vending machine income disbursed by a
165 property managing department, agency or instrumentality of the United States, or received
166 from vending machines on State or other property in excess of the amounts eligible to
167 accrue to licensed managers.

168 **"Routine preventive maintenance"** means the regular care, upkeep, and cleaning of
169 equipment used in a business enterprise.

170 **"Rules and regulations"** means the instrument written by the State Licensing Agency
171 and approved by the Secretary of Education setting forth the conduct and operation of the
172 Business Enterprise Program. A copy of the document granting approval of the rules and
173 regulations from RSA, will be mailed to each licensed manager.

174 **"Saleable stock/merchandise"** means products comprising the merchandise available
175 for sale to the public and determined by the SLA to be from an approved source in the
176 original container, in date, consistent with the needs of the customers for a particular
177 business enterprise.

178 **"Satellite business enterprise"** means a business enterprise assigned to a licensed
179 manager on a temporary basis.

180 **"Satellite Manager"** means a licensed manager appointed to manage a business
181 enterprise on a temporary basis. See **"Interim Manager"**

182 **"Satellite Performance Evaluation"** means an evaluation conducted to determine a
183 manager's eligibility to continue operating a satellite to be performed at the 180 day satellite
184 review.

185 **"Satisfactory site"** means an area determined by the BEP Operations Coordinator to
186 have sufficient space, electrical and plumbing outlets, and other such accommodations as
187 prescribed by the Act, for the location and operation of a business enterprise in accordance
188 with applicable health laws and building codes.

189 **"Secretary"** means the United States Secretary of Education.

190 **"Set-aside funds"** means funds which accrue to a State Licensing Agency from an
191 assessment against the net proceeds of each business enterprise in the State's business
192 enterprise Program and any income from vending machines on Federal property which
193 accrues to the SLA.

194 **"Snack bar business enterprise"** means a business enterprise engaged in selling
195 limited lines of refreshment and prepared food items necessary for a light meal service.

196 **"State Licensing Agency (SLA)"** means the State agency that issues licenses to
197 persons who are blind for the operation of business enterprises on public and/or private
198 property.

199 **"State property"** means lands, buildings, and/or equipment owned, leased, or
200 otherwise controlled by the State.

201 **"Statewide average manager earnings"** means the average annual manager earnings
202 (after set-aside) as calculated each year for the RSA-15 Report.

203 **"Teaming Partner Agreement"** means an arrangement between two or more
204 companies either as a partner or joint venture to perform a specific federal government
205 contract.

206 **"Temporary Variance"** means an instrument used to allow a business enterprise to
207 install alternate vending operations on a temporary basis when a determination has been
208 made by the SLA that a blind operated vending facility is not viable at time of survey.

209 **"Third Party Vendor"** means a separate individual or organization that operates and/or
210 manages a BEP business enterprise facility in lieu of the licensed manager and pays a fee
211 or commission to licensed manager for the opportunity to operate said facility.

212 **"Timely submission"** means the receipt of an accurate monthly report and correct
213 payment, if applicable on or before the due date in the BEP office.

214 **"Trainee"** means a qualified client of the Division of Visual Services, who when referred
215 to the Business Enterprise Program, is placed in training to prepare for licensing under the
216 rules and regulations of the State Licensing Agency.

217 **"Training program"** means the program of study and/or on-the-job training provided to
218 prospective and/or experienced licensed managers.

219 **"Vending facility"** means automatic vending machines, cafeterias, snack bars, cart
220 service, shelters, counters, and such other appropriate auxiliary equipment which may be
221 operated by licensed managers and which is necessary for the sale of newspapers,
222 periodicals, confections, tobacco products, foods, beverages, and other articles or services
223 dispensed automatically or manually and prepared on or off the premises in accordance with
224 all applicable health laws and including the vending or exchange of chances for any lottery
225 authorized by State Law and conducted by an agency of a State within such State. [CFR 34,
226 Part 395.1(X)]

227 **"Vending machine"** means any machine, operated using currency or other medium of
228 exchange, which dispenses articles or services, except any machine operated by the United
229 States Postal Service for the sale of postage stamps or other postal products and services.
230 Machines providing services of a recreational nature and telephones shall not be considered
231 to be vending machines.

232 **"Vending machine facility"** means an automated business enterprise which dispenses
233 a variety of food and refreshment items and services from vending machines. Included in
234 this category would be interstate highway locations and vending machine routes.

235 **"Vocational Rehabilitation Services"** means those services as defined in the
236 Rehabilitation Act. [29 USC 701 et seq.]

237 **"Volunteer"** means an individual who works in a business enterprise and receives no
238 compensation.

1 **612:25-2-7. State and Federal Assurances Policy of non-discrimination [AMENDED]**

2 (a) The SLA will assure compliance with all State and Federal Rules and Regulations
3 applicable to the Randolph Sheppard Act.

4 (b) The State Licensing Agency assures that it shall not exclude from participation, deny the
5 benefits of the program, or otherwise subject any person to discrimination because of the
6 person's gender, age, physical or mental impairment, religion, race, creed, national origin, or
7 political affiliation in accordance with the Civil Rights Act of 1964, Section 504 of the
8 Rehabilitation Act, ~~and~~ the Americans with Disabilities Act of 1990 and any other federal and
9 state non-discrimination statutes.

10 (c) Every licensed manager of a business enterprise shall operate the business enterprise
11 in such a manner that no person shall be subject to discrimination under any federal or state
12 statute because of the person's gender, age, physical or mental impairment, religion, race,
13 creed, national origin, or political affiliation whether that person is a present or prospective
14 purveyor, customer, employee or other individual who might come into contact with the
15 business enterprise.

16 (d) Confidentiality and requests for information. Policies on confidentiality of client records
17 in the BEP will apply also to licensed managers in the BEP and to those who apply for
18 training. Such information will be limited to purposes directly connected with the
19 administration of the BEP and may not be released either directly or indirectly for any other
20 purpose without the consent of the licensed manager/applicant or his/her legal
21 representative. While the SLA complies with the Freedom of Information Act, protection of
22 confidential information takes precedence. When information is requested that is not clearly
23 of a public nature, the information will be treated as confidential unless and until ruled
24 otherwise by the general counsel for the SLA. The SLA may charge reasonable fees for
25 copies of information.

SUBCHAPTER 4. THE STATE LICENSING AGENCY

PART 1. ORGANIZATION AND GENERAL OPERATION STANDARDS

1 **612:25-4-1. Organization of the State Licensing Agency [AMENDED]**

2 (a) **Governing board.** The Oklahoma Department of Rehabilitation Services (DRS) is the
3 designated State Licensing Agency (SLA) for administration of Oklahoma's vending facility
4 program for the blind under the Randolph-Sheppard Act. The governing board of the SLA is
5 the Oklahoma Commission for Rehabilitation Services. The Director of DRS reports directly
6 to the Commission.

7 (b) **Business Enterprise Program administration.** The Business Enterprise Program
8 (BEP) is located in the Division of ~~Vocational Rehabilitation Services~~ Visual Rehabilitation Services for the Blind & Visually
9 Impaired of DRS, and is administered by the Business Enterprise Program Operations Coordinator
10 who reports to the ~~Visual Rehabilitation Services~~ Visual Rehabilitation Services for the Blind & Visually Impaired Division
11 Administrator.

12 (c) **BEP staff.** The SLA, with consultation from the Elected Committee of Licensed
13 Managers, determines staffing requirements for administration of the BEP and provision of
14 services to achieve the mission, goals and objectives of the Program.

15 (d) **Licensed managers.** The individual enterprises established by the Business Enterprise
16 Program are managed by licensed managers. Licensed managers are subject to the policies
17 and procedures of the Business Enterprise Program, but are not employees of the program,
18 the SLA, or the State of Oklahoma. They do, however, have a contractual relationship with
19 the SLA and are required to manage the business enterprise in accordance with established
20 rules and regulations.

PART 3. BUSINESS ENTERPRISE PROGRAM TRAINING

1 **612:25-4-14. Training for new or potential licensed managers [AMENDED]**

2 (a) **Overview of Licensed Manager Training.** The Business Enterprise Program (BEP)
3 provides individuals who are blind with training that leads to potential employment as a
4 Licensed Manager of a vending facility or related business in the Business Enterprise
5 Program. The training program includes but is not limited to training in laws and regulations
6 affecting the Business Enterprise Program, state and federal tax reporting, food service
7 operations, sanitation, inventory control, money management, staffing of personnel, safety
8 procedures, business management principles and techniques, and preparation of reports
9 required by the State Licensing Agency. The licensed manager training program will be
10 based on a curriculum developed and periodically reviewed through consultation with
11 appropriate business representatives, trainers, BEP experts, and the Elected Committee of
12 Licensed Managers. Additional training required by the licensed manager trainee to adjust
13 to blindness, learn assistive technology skills or improve the trainee's opportunity to succeed
14 as a licensed manager may be arranged through coordination with the DRS Division of
15 Visual Services and DRS Division of Vocational Rehabilitation.

16 (b) **Application process.** Applications for BEP training shall include the following
17 information which shall be obtained from the individual's counselor:

- 18 (1) current eye examination, documenting blindness;
- 19 (2) documentation for United States citizenship;
- 20 (3) documentation the client is at least 18 years of age; and
- 21 (4) completion of any rehabilitation training prerequisites established by the BEP in
22 consultation with the ECM to better optimize the successful employment outcome;

23 (c) **Acceptance for training.** Applicant qualifications will be reviewed by BEP staff who will
24 report any training-related recommendations to the individual's DVS/DVR counselor and
25 BEP operations coordinator. An individual's application must be approved by the BEP
26 operations coordinator prior to acceptance into the training program.

27 (d) **Notice regarding criminal background record and Oklahoma Sales tax**
28 **background check.** Before entering training, BEP applicants will be informed that a
29 criminal background investigation and an Oklahoma sales tax background check will be
30 performed and may prevent their being licensed to manage some BEP facilities.

31 (e) **Duration of training.** To be eligible for licensure as a BEP facility manager an individual
32 must complete the full BEP manager training program, unless the BEP operations
33 coordinator, in consultation with the Chair of the Elected Committee of Licensed Managers,
34 determines an exception is justifiable.

35 (f) **Completion of training.** Each trainee who completes the BEP manager training
36 program is issued a certificate certifying that the trainee has met all the training criteria to be
37 a licensed manager in the Business Enterprise Program. Upon assuming management of
38 their first facility, a certified graduate shall be issued a temporary BEP license and begin a
39 ~~six (6) month probationary period. During this period, the probationary manager will receive~~
40 ~~benefits afforded all other managers, along with accruing seniority. Upon completion of their~~
41 ~~probationary period, the BEP Operations Coordinator, in consultation with the ECM Chair,~~
42 ~~will review their progress and if determined appropriate will issue their permanent BEP~~
43 ~~Manager License.~~

44 (g) **Failure to complete training.** If it appears that a trainee will not be able to successfully
45 complete training, the BEP operations coordinator, in consultation with the ECM Chair, will
46 review the individual's training record before making a decision to terminate training. The
47 BEP operations coordinator will notify the trainee and their DVS or DVR counselor of any
48 BEP decision to terminate training.

49 (h) **Post-training interview.** Upon completion of a new manager's ~~probationary period~~
50 training, they will be interviewed by a representative of the Elected Committee of Licensed
51 Managers, normally the chairperson, to evaluate the effectiveness of the training program.
52 The interviewer formulates recommendations and comments regarding the training program
53 and provides them to the BEP Operations Coordinator.

54 (i) **Acceptance of out-of-state licenses.** The BEP Operations Coordinator will evaluate
55 the skills and knowledge of BEP applicants who were licensed managers in other states.
56 Training will be provided to correct any noted deficiencies and acquaint the applicant with
57 Oklahoma's program. After qualifications are met, the applicant is issued a training
58 completion certificate.

59 (j) **Seniority.** Seniority in the Oklahoma Business Enterprise Program will only accrue when
60 managing an Oklahoma BEP facility.

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**PART 5. STATE LICENSING AGENCY RESPONSIBILITY FOR BUSINESS
ENTERPRISE OPERATIONS**

1 **612:25-4-25. Management of BEP equipment and fixtures [AMENDED]**

2 (a) The SLA will provide each business enterprise with fixtures and equipment in such
3 quantity and quality so as to give reasonable assurance of successful operation by the
4 licensed manager. The SLA retains the right, title, and interest to all BEP equipment and
5 fixtures. The SLA has the authority to direct, control, transfer and dispose of such equipment
6 as it deems necessary. All capital equipment is purchased, inventoried, and disposed of in
7 accordance with Department of Rehabilitation Services policy.

8 (b) Equipment for new locations will be determined by the BEP Operations Coordinator and
9 staff ~~in consultation with an Elected Committee of Licensed Managers (ECM) member~~
10 ~~specified by the ECM Chairperson~~ pursuant to 612:25-6-16. Criteria to establish a business
11 enterprise.

12 (c) The licensed manager may make additions, deletions or modifications to the business
13 enterprise and its operation, in the form of equipment, fixtures or facilities, by obtaining
14 written authorization from the BEP.

1 **612:25-4-27. Initial inventory and supplies [AMENDED]**

2 (a) **Initial inventory.** A licensed manager may acquire initial merchandise for resale by
3 purchasing it with his/her own funds, utilizing ~~self-employment assistance~~ start-up
4 assistance/client services that may be available from DRS or other public and private
5 sources, or use of a merchandise loan provided by the State Licensing Agency (SLA).
6 When the SLA provides the manager a merchandise loan for initial merchandise, the
7 manager is not allowed to utilize DRS start-up assistance for same purpose.

8 (b) **Merchandise loan.** When necessary to enable a licensed manager to acquire initial
9 merchandise inventory, the SLA may extend a merchandise loan subject to the following
10 terms:

11 (1) The amount of the loan will be determined by the SLA in consultation with the
12 licensed manager and based on an assessment of merchandise necessary to initiate
13 sales. Loan amounts are also dependent upon available BEP funds.

14 (2) The total amount of the loan will not exceed the average of the prior year's
15 inventories without approval from the BEP operations coordinator. This means the prior
16 year's inventories will be summed and then divided by twelve to obtain the average.

17 (3) All merchandise purchased and placed on a merchandise loan must have prior
18 approval by the SLA. The SLA will not make multiple purchases from any purveyor.

19 (4) The incoming licensed manager, BEP business consultant and BEP operations
20 coordinator will determine what may be purchased from the existing stock of the
21 outgoing facility manager. Only salable merchandise may be purchased. ~~The BEP~~
22 ~~business consultant and Operations Coordinator will also assist the out-going manager~~
23 ~~in selling any remaining salable merchandise and its interim storage.~~

24 (5) A merchandise loan must be repaid to the SLA by a licensed manager ~~in monthly~~
25 ~~installments equaling two percent (2%) of monthly gross sales in monthly installments of~~
26 no less than two percent of gross sales and not to exceed 12 consecutive payments to
27 pay loan balance in full. A licensed manager shall not allow the facility inventory level to
28 fall below that of the balance of the merchandise loan and are subject to disciplinary
29 action should this occur. Licensed managers with outstanding merchandise loans are
30 not eligible for transfer or assignment to another business enterprise. Managers
31 receiving loans will sign a merchandise security agreement that will be retained on file
32 by DRS and released to the manager when loan repayment is complete along with a
33 letter from the BEP Operations Coordinator officially notifying the licensed manager of
34 their full repayment of the loan.

35 (6) When a merchandise loan is secured by stock, a licensed manager may not permit
36 the ownership of the stock to vest in any person or organization other than the SLA.

37 (7) When a licensed manager leaves a business enterprise, any remaining
38 merchandise loan balance (and other unmet obligations to the SLA) will be subtracted
39 from the ending inventory to determine the manager's equity in the ending stock.

40 (8) Merchandise loans are not allowed for satellite facilities unless extenuating
41 circumstances prevail and only after approval of BEP Operations Coordinator in
42 consultation with the ECM chair person.

43 (9) Merchandise loans for existing managers currently operating an "A" or B" classified
44 facility as their primary may be granted at the discretion of the BEP Operations
45 Coordinator in consultation with the ECM chair person.

46 (c) **Failure of licensed manager to repay loan.**

47 (1) If a licensed manager's merchandise loan payment is not received in the BEP office
48 within five days after the due date, the licensed manager will be placed on probation
49 ~~and is not eligible to make application into the selection process.~~ Merchandise loan
50 payments are due at the time monthly reports and set-aside payments are due. (612:25-
51 6-22)

52 (2) If a licensed manager's merchandise loan payment remains delinquent through the
53 succeeding month and is not received in the BEP office within five days after the
54 succeeding month's due date, the BEP operations coordinator will recommend
55 suspension or termination of the operator's agreement by the SLA director unless an
56 alternate repayment schedule has been approved by the SLA. The SLA will initiate
57 action to collect a remaining merchandise loan balance when a loan payment is two
58 months overdue.

59 (3) When a licensed manager leaves the program for any reason, the merchandise loan
60 is due in full unless arrangements are made with the SLA to divide the balance into
61 twelve (12) equal payments that will be due on the first day of each month.

62 (d) **Second merchandise loan.**

63 (1) Under documented extreme circumstances, a licensed manager who has paid off
64 his/her previous merchandise loan may receive a second merchandise loan for the
65 same facility when it has been determined that the loan is necessary to allow the
66 licensed manager to remain in his/her facility.

67 (2) If a licensed manager requires a second merchandise loan while the first loan is still
68 outstanding, other than for the expansion of his/her facility, he/she will be placed on
69 probation until one of the loans is paid in full.

70 (3) Second merchandise loans for the purpose of facility expansion will be limited to
71 50% of the cost of additional salable merchandise needed.

72 (e) ~~It is the incoming manager's choice to procure any~~ accept or reject any and or all
73 merchandise from the out-going manager. If this condition occurs, the outgoing manager
74 must be given a one-week notice prior to the facility turnover to the new manager. The
75 incoming manager must notify the business consultant and the outgoing manager of his/her
76 intent of purchasing outgoing manager's inventory one week prior to the facility turnover.

77 (f) If the incoming manager rejects all of the outgoing manager's merchandise, the outgoing
78 manager may be allowed two weeks to reduce his/her inventory, before transfer of facility.
79 This two week period must be approved by the BEP Operations Coordinator in consultation
80 with the ECM chair.

81 (g) In order to expedite the processing of merchandise loans, the outgoing manager must
82 provide a merchandise price list to the business consultant on or before the day of the
83 inventory count.

PART 9. ASSIGNMENT OF LICENSED MANAGERS

1 **612:25-4-53. Assignment and transfer [AMENDED]**

2 (a) **Assignment.** The State Licensing Agency (SLA) administers a competitive selection
3 process to accomplish the assignment of primary facilities to qualified individuals. The
4 selection process established by the SLA provides that the Elected Committee of Licensed
5 Managers (ECM) is an active participant in the selection of facility managers.

6 (b) **Transfer.** The SLA, in consultation with the ECM board, may transfer a qualified
7 licensed manager to a different location of similar complexity and income potential when it
8 appears to be in the best interest of the licensed manager and/or the BEP. The SLA notifies
9 the licensed manager and the ECM ~~Chair~~ board, in writing, by registered or certified mail of
10 the transfer and the grounds for the transfer. The transfer policy cannot be used to
11 circumvent the competitive selection process.

1 **612:25-4-55. Qualifications [AMENDED]**

2 (a) In order to apply for manager placement in a ~~Classification "A" or "B" facility in the~~
3 ~~Business Enterprise Program (BEP)~~, an individual must hold a permanent license issued by
4 the State Licensing Agency (SLA). In addition, the SLA requires experience in the program
5 before an individual will be considered eligible to apply for "A" or "B" classification business
6 enterprises with the exception of (b) of this section. Certified graduates of the BEP Training
7 Program are only eligible to apply for Classification "C" or "D" facilities with the exception of
8 (b) of this section. A location new to the BEP program is to be classified "C" for the initial 90
9 days of operation. The BEP Operations Coordinator, in consultation with the ECM
10 Chairperson, will determine the need for any experience requirements.

11 (b) Applicants who qualify for the next lower classification will be considered for interview
12 when no qualified applicants apply for a classification "A" or "B" facility announcement when
13 it is deemed appropriate to do so by the BEP Operations Coordinator in consultation with
14 the ECM Chairperson.

15 (c) Experience requirements for each classification are:

16 (1) Classification A. Applicants will be restricted to individuals who have a minimum of
17 three (3) years total experience in an Oklahoma Business Enterprise including a
18 minimum of one (1) year of management experience.

19 (2) Classification B. Applicants will be restricted to individuals who have a minimum of
20 two (2) years total experience in an Oklahoma Business Enterprise, including a
21 minimum of six (6) months of management experience.

22 (3) Classification C. No experience required, except on new locations as deemed
23 appropriate by the BEP Operations Coordinator in consultation with the ECM
24 Chairperson.

25 (4) Classification D. No experience required.

26 (d) The BEP Operations Coordinator, in consultation with the ECM Chairperson, may
27 require additional BEP experience on applications for any facility. Verified BEP experience
28 from another state may be considered.

29 (e) Applicants will not be eligible to apply for a business enterprise facility if any of the
30 following conditions exist:

31 (1) ~~The licensed manager applicant's cumulative total days of is on probation is sixty~~
32 (60) or more days in the most recent twelve (12) months or the SLA has initiated
33 suspension/termination proceedings against the licensed manager.

34 (2) The applicant is not current with their merchandise loan payments or has an
35 outstanding merchandise loan balance owed to another Licensed Manager.

36 (3) The applicant is not current with his/her set-aside owed to the SLA.

37 (4) Applicants ~~who have a permanent license~~ have not scored at least an 80 on their
38 performance evaluation.

39 (5) ~~Conditions 1-4 will not apply to new BEP training graduates~~ Applicants who have
40 not operated their current primary facility for twelve or more consecutive months.

41 (6) Conditions 1-5 will not apply to new BEP training graduates.

42 (f) Applicants must be eligible to obtain an Oklahoma Tax Permit and be in good standing
43 with the Oklahoma Tax Commission (OTC) for assigned, transferred or satellite business
44 enterprises. Along with each application, the applicant is to provide a signed OTC form A
45 100 to determine their standing in relation to Sales Tax and Employee Withholding. The
46 OTC form A 100 will be used on a one-time basis for a tax inquiry in relation to that
47 announcement application only.

1 **612:25-4-57. Applicant Selection Committee [AMENDED]**

2 **Selection Committee.** The Selection Committee shall be established and convened by
3 the SLA. The Selection Committee will consider applicants for assignment. The Selection
4 Committee shall make recommendation(s) to the BEP Operations Coordinator or designee.

5 The BEP selection committee is chaired by the BEP Operations Coordinator or designee.
6 Members include two members of the ~~SLA~~ BEP staff, the area member of the ECM or
7 alternate and the chairperson of the ECM or alternate (vice-chair or secretary or another
8 member of the ECM, in order). If no member of the ECM can serve in either capacity the
9 BEP Operations Coordinator shall poll ~~from the ECM chairs outside of State of Oklahoma~~
10 the licensed managers to complete the committee. No person can serve on the selection
11 committee who has a conflict of interest or is related to an applicant.

1 **612:25-4-58. Annual and Performance Evaluations [AMENDED]**

2 (a) The BEP will conduct an annual evaluation of each licensed manager at the end of each
3 calendar year. Performance evaluations will be conducted when a manager applies for a
4 facility or when a probationary period ends. All evaluations will be based on data collected
5 from the manager's primary assigned facility and will consist of the previous twelve (12)
6 working ~~months~~ month's information. The Licensed Manager will be advised of the results of
7 any evaluation in writing. The manager will be evaluated in the following areas:

8 (1) Tasks/responsibilities

9 (A) Timely submission and accuracy of all required monthly reports and payments
10 (set-aside and merchandise loan payments, if applicable).

11 (B) Accurately calculated gross profit percentage reported on monthly reports.

12 (C) Accurately calculated net profit percentage reported on monthly reports.

13 (D) Maintenance of an acceptable level of merchandise inventory (including
14 preventing the merchandise levels from falling below any outstanding merchandise
15 loan balance).

16 (E) Attendance at Agency and other certified training.

17 (F) Attendance at Quarterly ECM Meetings.

18 (2) Work Habits

19 (A) Provides preventive maintenance and appropriate cleaning/sanitation.

20 (B) Merchandise displayed, rotated and stocked sufficiently.

21 (C) Maintains required insurances.

22 (D) Maintains agreed upon hours of operation.

23 (E) Maintains professional relationships with customers and grantors.

24 (b) When a Licensed Manager applies for a facility a performance evaluation will be
25 conducted to determine their eligibility to apply. To be eligible the manager must score at
26 least 80 of the available 100 points. Any score above 80 will accrue to the benefit of the
27 licensed manager in that selection process by adding it to their total score. If there is a
28 second interview conducted, these points will not be added to the total points of the second
29 interview.

1 **612:25-4-59. Interview, Selection Process and Scoring [AMENDED]**

2 (a) All eligible applicants will be referred by the SLA to the Selection Committee for a
3 personal interview.

4 (b) All personal information made available to the Selection committee and all information
5 discussed in the course of a selection is held confidential. Information will not be released to
6 any other individual, agency, or organization by Selection Committee members, unless they
7 are advised in writing by the SLA's legal counsel to release information.

8 (c) An applicant not present at the appointed time for their interview will have his/her name
9 removed from consideration for this location unless due to reasonable extenuating
10 circumstances make them unable to appear and a majority vote of the selection committee
11 agrees to allow a change of the interview time.

12 (d) Following every interview, each Selection Committee member will complete a score
13 sheet on the applicant. Members of the Selection committee must complete their own score
14 sheets before assisting another member. After each interview, the scores from all score
15 sheets on the applicant will be totaled. Selection Committee members may not change their
16 scores for an applicant after scores for the applicant have been tabulated. The total scores
17 for all applicants will then be ranked.

18 (e) Any candidate not scoring a minimum of ~~50~~ 70 percent of the available points, not
19 including seniority, performance evaluation, or displaced manager points, will be deemed
20 not qualified to manage the facility being considered.

21 (f) The score of the Chairperson of the Selection Committee's score will not be added into
22 the ranking unless it is a tie.

23 (g) Any agreement made to the Selection Committee by a selected candidate will be
24 transferred to an addendum in the manager's agreement by the BEP Operations
25 Coordinator.

26 (h) After all applicants' scores from the initial interview have been tabulated; a second
27 interview will be given to the top scorer and any applicant whose total score is within 5
28 points of the top score. The SLA will have the responsibility of convening the same Selection
29 Committee and notifying all eligible applicants of the time and place of the second interview.
30 The second interview will be governed by the same process rules as the initial interview
31 described above.

32 (i) To determine the final rankings of the applicants, combine the personal interview points
33 from the second interview to the combined point total of the first interview.

34 (j) The initial interview scoring shall be based on the following factors:

35 (1) Personal interview;

36 (2) Business Plan;

37 (3) Performance evaluation points accrued over 80;

38 (4) Seniority; and

39 (5) Displaced manager points, if applicable. .A displaced licensed manager will have 15
40 points added in the selection process for the first comparable business enterprise
41 announced, including type and gross sales, for one year from the date of displacement.

42 (k) Once a selection is made, all individual applicants who received a personal interview will
43 be immediately notified of their result. This notification will be in writing with an attempt to be
44 contacted by phone.

1 **612:25-4-61. Satellite business enterprise locations [AMENDED]**

2 (a) A business enterprise facility will be considered a satellite and may be assigned to a
3 licensed manager on a temporary basis when:

4 (1) the regular selection process does not produce a permanent licensed manager,

5 (2) a licensed manager has been removed by the SLA, or

6 (3) when a business enterprise is vacated on short notice by a licensed manager,

7 (4) when a new business enterprise is vacated by the existing private vendor on short
8 notice, or

9 (5) when a new business enterprise requests immediate services which do not allow
10 time for the normal solicitation process.

11 (b) The BEP Operations Coordinator, in consultation with the Chairperson of the Elected
12 Committee of Licensed Managers, may assign a licensed manager to a satellite business
13 enterprise. The length of the agreement for a temporary assignment will be until the regular
14 selection process can generate a permanent licensed manager, but not less than 180 days,
15 unless a shorter period is agreed upon by the satellite manager. In order to achieve an
16 equitable distribution of satellite business enterprises, a licensee that currently operates a
17 satellite location will not be eligible for an additional satellite unless there are no other
18 qualified licensed managers interested. Licensed Managers who only qualify for lower
19 facility classifications than the satellite under consideration may be assigned when it is
20 deemed appropriate by the BEP Operations Coordinator, in consultation with the ECM
21 Chairperson.

22 (c) Satellite locations will be reviewed by the SLA, in consultation with the ECM board
23 through consultation with the ECM chair person, every 180 days for possible advertisement
24 of permanent assignment, adding in whole or in part to another business enterprise facility,
25 continue the satellite assignment, or ~~closure~~ issuing Grantor a temporary variance. The
26 satellite manager will be kept informed when this will occur and the result of the review.

27 (d) The licensed manager may resign the satellite agreement with 30 days written notice.

28 (e) The satellite business enterprise will be managed as a separate business location for all
29 purposes except for insurance and the tax permit. It is the licensed manager's responsibility
30 to notify the Oklahoma Tax Commission and his or her insurance carrier of the addition and
31 when the satellite manager agreement has ended.

32 (f) If a satellite is to be continued by the current licensed manager after review, the manager
33 must:

34 (1) Score at least an 80 on the satellite performance evaluation.

35 (2) Be current with all BEP monthly reports and payments.

36 (3) Be in good standing with the OTC.

37 (g) Merchandise loans are not allowed for satellite facilities unless extenuating
38 circumstances prevail and only after approval of BEP Operations Coordinator in consultation
39 with the ECM chair person.

PART 11. BUSINESS ENTERPRISE PROGRAM AUDITING AND DUE PROCESS

1 **612:25-4-73. Due process [AMENDED]**

2 (a) **Due process overview.** The SLA provides procedures for fair hearings of licensed
3 managers' grievances. These procedures provide each licensed manager the opportunity to
4 seek remediation of dissatisfaction with any SLA action arising from the operation of the
5 BEP.

6 (b) **Informal administrative review.** It is the policy of the SLA to resolve complaints in an
7 expeditious and facilitative manner. These resolutions shall be accomplished through the
8 informal administrative review process whenever possible. A licensed manager has the right
9 to request a full evidentiary hearing at any time within established due process time lines.
10 These timelines are identified later in this policy.

11 (1) Informal administrative reviews are conducted by the SLA staff person closest to the
12 problem who was not involved in the action resulting in the complaint, and who can
13 resolve the complaint in the most expeditious manner.

14 (2) The informal administrative review is to be completed within 30 calendar days of
15 receipt of the complaint to the appropriate SLA staff person.

16 (3) The results of the informal administrative review are to be reported in writing within
17 15 calendar days to the BEP Operations Coordinator, with a copy going to the licensed
18 manager affected, in accessible format.

19 (c) **Full evidentiary hearings.** Licensed managers have the right to a full evidentiary
20 hearing to resolve dissatisfaction with any SLA action arising from the operation or
21 administration of the Business Enterprise Program.

22 (1) If the complaint cannot be resolved with an informal administrative review, or in the
23 absence of an informal administrative review, the licensed manager may request a full
24 evidentiary hearing. The request for a full evidentiary hearing must be made to the BEP
25 Operations Coordinator in writing, in the licensed managers preferred format, within 30
26 calendar days from the date the licensed manager receives the notification of adverse
27 action, or the written report of the informal administrative review. ~~The request for a full~~
28 ~~evidentiary hearing is to be sent by certified mail.~~ Upon receipt, the BEP Operations
29 Coordinator will immediately forward the request to the Visual Services for the Blind and
30 Visually Impaired Division Administrator. The Licensed Manager submitting the request
31 for full evidentiary hearing will be notified of the date it was forwarded.

32 (2) The licensed manager may be represented in the evidentiary hearing by legal
33 counsel, or other representation of the licensed manager's choice, and at the licensed
34 manager's expense.

35 (3) Reasonable accommodations will be arranged by the SLA upon the request of the
36 licensed manager.

37 (4) The hearing will be scheduled by the SLA for a time and place convenient and
38 accessible to the licensed manager and the SLA staff involved in the hearing. The
39 licensed manager will be notified, in their preferred format, of the place and time of the
40 hearing and the right to be represented by legal or other counsel in writing.

41 (5) The hearing will be conducted by an impartial and qualified official with no
42 involvement or vested interest in the SLA, action at issue, or with the operation of the
43 affected business enterprise. The presiding officer will conduct the hearing in
44 accordance with State and/or Federal laws and rules governing the conduct of such

45 proceedings. In any case, the hearing will be conducted in a manner that avoids delay,
46 maintains order, and provides for a full recording and reporting of the proceedings so
47 that a full and true disclosure of the facts and issues occurs.

48 (6) The hearing officer's determination will be based upon the facts as presented by
49 both parties and upon applicable law and the existing rules of the SLA. The hearing
50 officer does not have the power to rule upon the legality or construction of the rules
51 themselves. The officer's decision will determine the relevant issues and facts to be
52 ruled upon.

53 (7) The hearing officer shall make a written report of the evidence presented, the laws
54 and rules used in determining a resolution, and the resolution itself. This report shall be
55 issued to the BEP Operations Coordinator and the licensed manager, or his/her
56 authorized representative within 15 calendar days of the conclusion of the full
57 evidentiary hearing.

58 (8) The hearing officer's report shall be issued to the Director of the SLA within 15
59 calendar days of the conclusion of the full evidentiary hearing. The SLA Director issues
60 his or her final written decision to the BEP Operations Coordinator and the licensed
61 manager, in accessible format, within 30 calendar days of the date on which he or she
62 receives the hearing officer's report.

63 (9) If the licensed manager is dissatisfied with the decision, she or he may request that
64 the Secretary (USDE) convene an arbitration panel.

1 SUBCHAPTER 6. LICENSED MANAGERS AND BUSINESS ENTERPRISE OPERATION

2 **612:25-6-1. Licensing requirements for managing a business enterprise [AMENDED]**

3 (a) **Issuance and conditions of a license.** A license shall be issued by the SLA in
4 accordance with Federal regulations making the individual eligible to operate a business
5 enterprise. This license will be issued upon successful completion of the SLA training
6 program. ~~The~~ This license shall be prominently displayed in the licensed manager's
7 business enterprise. Licensed Managers whose facility consists of only vending machines,
8 must carry their BEP license with them. ~~The~~ This license remains effective for an indefinite
9 length of time, unless terminated, ~~or suspended, or revoked~~ by the SLA in accordance with
10 State and Federal regulations. A license issued to a qualified individual is non-transferable.

11 (b) **Termination of agreement or removal from a business enterprise.** The SLA may
12 terminate a manager's agreement and/or immediately remove the licensed manager from
13 operation of a business enterprise for cause shown. Termination of a manager's agreement
14 or removal from operation of a business enterprise does not necessarily mean that the
15 manager's license will be suspended or terminated. The licensed manager has the right to a
16 full evidentiary hearing when dissatisfied with any State Licensing Agency action in
17 accordance with BEP, State, and Federal regulations.

18 (c) **Reinstatement of license.** Reinstatement of a BEP license for an individual can be
19 accomplished by formally requesting the SLA reinstate the BEP License within a two year
20 period. **3**

21 (d) **Termination of license.** A license automatically expires when the licensed manager is
22 no longer a U.S. citizen, no longer meets the definition of legal blindness, surrenders his or
23 her license, resigns, retires, or dies. A license may be terminated or suspended by the SLA,
24 after affording the licensed manager an opportunity for a full evidentiary hearing in
25 accordance with State and Federal regulations.

1 **612:25-6-2. Standards for licensed managers [AMENDED]**

2 (a) The licensed manager will agree to the terms of the licensed manager's agreement,
3 rules and regulations governing the Business Enterprise Program, and the permit or contract
4 governing the specific business enterprise.

5 (b) The licensed manager will operate the business enterprise in accordance with all
6 applicable health laws and regulations, safety regulations and other federal, state, county,
7 and municipality laws and regulations applicable to the business enterprise.

8 (c) The licensed manager will work cooperatively with authorized representatives of the
9 SLA in connection with their official responsibilities. 1

10 (d) The licensed manager will take proper care of the equipment and fixtures to minimize
11 repair and replacement costs. The licensed manager will be responsible for repair or
12 replacement costs when caused by the negligence of the licensed manager or his or her
13 employees, when repair cost is below ~~\$25.00~~, \$50.00 or when repairs are not authorized by
14 the BEP. In the event of withdrawal from the business enterprise for any reason, the
15 licensed manager will leave all SLA-owned equipment to the disposal of the SLA.

16 (e) The licensed manager will collect and pay sales tax as required.

17 (f) The licensed manager will be responsible for substitute operation.

18 (g) The licensed manager will not take action inconsistent with the paramount right, title,
19 and interest of the SLA to business enterprise equipment.

20 (h) The licensed manager will accept the agreement and any modifications subject to the
21 policies, rules, and regulations of the SLA as they exist or are modified.

22 (i) The licensed manager will keep daily records of gross sales, merchandise purchased,
23 and other financial transactions for the business enterprise.

24 (j) The licensed manager will complete and submit all necessary Federal and State reports
25 and payments as required for each individual business enterprise.

26 (k) The licensed manager will convey a positive public image.

27 (l) The licensed manager will maintain appropriate professional relationships with
28 purveyors, customers, and building officials as in (1) through (3) of this Subsection.

29 (1) Relationships with purveyor. The licensed manager is free to choose the purveyor
30 from whom he/she is to make purchases, provided, however, that such purveyor is
31 established and reputable.

32 (2) Relationships with customers. To serve the best interest of the public, the licensed
33 manager and his/her employees will provide prompt, ~~cheerful~~ and courteous service to
34 all customers.

35 (3) Relationships with building officials. The licensed manager will comply with all
36 reasonable requests concerning the operation of a business enterprise that may be
37 made by officials of the building in which the enterprise is located, provided that such
38 requests do not conflict with the agreement and the rules and regulations issued by the
39 SLA as contained herein. If differences should arise between the licensed manager and

40 the grantor, the licensed manager shall bring the matter to the immediate attention of
41 the BEP business consultant for appropriate action.

42 (m) The licensed manager will supervise employees in a manner that promotes quality
43 customer service.

44 (n) The licensed manager will maintain and display current licenses and permits, including
45 BEP license, in the business enterprise or in the case of a facility of only vending machines,
46 carried with the Licensed Manager.

47 (o) The licensed manager will comply with all regulations and laws governing the
48 possession and/or use of firearms, weapons, alcohol and other drugs.

49 (p) When a licensed manager starts or buys a similar business, the licensed manager must
50 make assurances to the SLA that the two businesses will not intermingle in any manner and
51 the merchandise of the two businesses will be in separate locations. At no time will state
52 owned equipment be used in the private business.

1 **612:25-6-2.1. Probation [AMENDED]**

2 (a) **Scope.** A licensed manager who is not meeting all of the requirements or qualifications
3 set forth in the BEP rules and regulations, or a licensed manager who is not managing the
4 business enterprise in a proper manner, may be placed on probation. Intensive
5 review/consultation will be provided during the probationary period. The period of the
6 probation will be used to focus on specific problem areas and attempts will be made to
7 improve the licensed manager's performance. This is the first step in the disciplinary
8 process. If proper results are not achieved, suspension or termination of the BEP License
9 ~~may~~ will be necessary.

10 (b) **Initiation of probation procedure.** The BEP Operations Coordinator will place licensed
11 managers on probation through a probation letter. The business consultant will deliver, read
12 and explain the letter of probation to the licensed manager. The business consultant and
13 licensed manager will then sign the probation letter. The original is given to the licensed
14 manager, one copy returned to the BEP Operations Coordinator, and one copy mailed to the
15 Chairperson of the Elected Committee of Licensed Managers.

16 (c) **Probationary letter.** The probationary letter will specify the cause(s) for placing the
17 manager on probation and rules that have been violated. It will clearly state the terms of the
18 probation, including the length of the probationary period, the remedial action required and
19 the consequences of failure to take remedial action. A statement will be included which
20 indicates it has been read and understood by the licensed manager, followed by a space for
21 the licensed manager's and business consultant's signature, and the date. This
22 acknowledgement does not imply that the licensed manager agrees with the issues
23 identified, but rather, that he/she understands the terms of his/her probation. Refusal to sign
24 does not invalidate the letter.

25 (d) **Probationary periods.** Probationary periods are usually 30 to 90 days, at the discretion
26 of the BEP Operations Coordinator, but may be longer ~~or shorter~~ as circumstances warrant.
27 The exact period of probation will be specified in the probationary letter.

28 (e) **Consequences.** ~~The Licensed Manager or the business consultant may submit a~~
29 ~~request to the BEP Operations Coordinator that the licensed manager be taken off probation~~
30 ~~whenever the licensed manager's performance improves to a satisfactory level. If remedial~~
31 ~~action does not result in improved performance within the time specified, the BEP~~
32 ~~Operations Coordinator may~~ will recommend that:

33 (1) the SLA Director transfer the licensed manager to a more suitable business
34 enterprise;

35 (2) the probationary period be extended; and/or

36 (3) the SLA Director terminate the Managers Agreement and suspend/terminate the
37 licensed manager's BEP license.

1 **612:25-6-3. Grounds for suspension or termination of a license [AMENDED]**

2 (a) A BEP license may be suspended or terminated for the reasons set forth in (1) through
3 ~~(4)~~15 of this Subsection.

4 (1) Failure to open the assigned business enterprise as stated in the permit/contract
5 with the grantor agency, without prior proper approval from the SLA (abandonment of
6 business enterprise).

7 (2) Defrauding any agency of the government (including the SLA) or any purveyor or
8 failure to pay monies due including taxes, fees, or assessments to any governmental
9 entity or purveyor and for failure to pay for merchandise purchased from another
10 licensed manager.

11 (3) Failure to file required monthly reports with the SLA or failure to comply/cooperate
12 with audits conducted by the SLA or other State or Federal agencies.

13 (4) Failure to maintain the required insurance coverage.

14 (5) The business enterprise is not being operated in accordance with the rules and
15 regulations, terms and conditions of the permit with the grantor agency, or the terms and
16 conditions of the business enterprise manager's agreement.

17 (6) Intentional abuse, neglect, unauthorized use or removal of the business enterprise
18 equipment; or failure to properly maintain the equipment in a clean and operating
19 manner within the scope of the licensed manager's level of maintenance authorization.

20 (7) Substance abuse (alcoholic beverages, illegal drugs, etc.) while operating the
21 business enterprise; or other substance abuse that interferes with the operation of a
22 business enterprise.

23 (8) Operation of a business enterprise in such a way that the SLA's interest in retaining
24 the contract for the location is obviously endangered.

25 (9) Failure to comply with all Federal and State laws prohibiting discrimination and
26 failure to provide services without regard to race, gender, color, national origin, religion,
27 age, political affiliation, or disability.

28 (10) Determination by the SLA that the licensed manager no longer has the necessary
29 skills and abilities for effectively managing a business enterprise.

30 (11) Use of the business enterprise to conduct unlawful activities.

31 (12) Failure to personally operate and manage the business enterprise in accordance
32 with the manager's agreement. Management means the personal supervision of the
33 day-to-day operation of the assigned BEP facility by the assigned manager.

34 ~~(13) Does not actively work as a licensed manager or licensed employee in the~~
35 ~~Business Enterprise Program for 2 years~~ Use of a third-party vendor to operate the
36 assigned business enterprise facility.

37 (14) Does not actively work as a licensed manager or licensed employee in the
38 Business Enterprise Program for 2 years.

39 (15) Intentionally representing one's self as the SLA or as an SLA official. The licensed
40 manager is not allowed to negotiate or act on behalf of the SLA.

41 (b) When the BEP Operations Coordinator determines that a BEP license should be
42 suspended or terminated, the BEP Operations Coordinator shall make a written
43 recommendation to the Division Administrator. The Division Administrator shall then
44 recommend to the SLA Director for action. The licensed manager shall be notified in writing
45 if action is to be taken. The BEP license may only be suspended or terminated after
46 affording the licensed manager an opportunity for a full evidentiary hearing in accordance
47 with BEP Rule 612:25-4-73. The licensed manager may be immediately removed from the
48 operation pursuant to BEP Rule 612:25-6-1(c) pending the outcome of the evidentiary
49 hearing.

1 **612:25-6-4. Use of service animals [AMENDED]**

2 (a) A licensed manager, licensed employee, or trainee may house a service animal in
3 designated areas other than food preparation and food serving areas. Each business
4 enterprise will be surveyed and a service animal area designated as needed.

5 (b) The service animal, when not in use, will be kept in a suitable kennel provided by SLA
6 and screened from customers' view to provide maximum security for the service animal.

7 (c) It is the service animal owner's responsibility to keep the service animal, kennel and
8 kennel area neat, clean and odor free at all times.

9 (d) After leaving the kennel area, any licensed manager, licensed employee or trainee must
10 immediately wash his/her hands before returning to work.

11 (e) This Section will not in any way prohibit customers with service animals from access to
12 business enterprises.

PART 3. BUSINESS ENTERPRISES

1 **612:25-6-15. Setting aside of funds [AMENDED]**

2 (a) Set-aside charges paid by the licensed manager will be placed in a revolving account
3 maintained by the SLA. Set-aside charges will be re-evaluated yearly by the SLA, and the
4 Elected Committee of Licensed Managers and RSA. Adjustments will be made accordingly in
5 the appropriate classification, with allowances for reasonable charges for improving
6 services, fluctuation of costs, and for program expansion.

7 (b) Funds will be set aside only for the purpose of:

8 (1) maintenance and replacement of equipment;

9 (2) the purchase of new equipment;

10 (3) management services;

11 (4) assuring a fair minimum of return to licensed managers; or

12 (5) the establishment and maintenance of retirement or pension funds and health
13 insurance contributions.

14 (c) The licensed manager's set-aside charges will be on a sliding scale of 0% to not more
15 than 12% of the net proceeds of the business enterprise during any one month. The sliding
16 scale will be in four classifications: Class A, B, C, and D (based on prior year's
17 performance).

18 (1) Class A - 12% of net proceeds, \$60,000 and above.

19 (2) Class B - 10% of net proceeds, \$25,000 to \$59,999.

20 (3) Class C - 6% of net proceeds, \$10,000 to \$24,999.

21 (4) Class D - 0% of net proceeds, \$9,999 and below.

22 (d) A licensed manager will submit his/her set-aside payment to the BEP office on or before
23 the 25th of the current calendar month. If the 25th falls on a weekend, the payment is due in
24 the BEP office no later than the close of business on the last business day prior to the 25th.
25 Set-aside payments may be mailed to the BEP office. To be considered on time, they must
26 be postmarked by the 21st of the month for regular mail or the 22nd for overnight mail. If
27 these dates fall on a day where the post office is closed, they must be postmarked the day
28 before. If the set-aside payment is late the SLA shall notify the manager by phone on the
29 next business day following the due date. If the accurate set-aside payment is not received
30 in the BEP office ~~within five calendar days after~~ by the due date, the licensed manager will
31 be placed on probation and assessed a \$50 late charge. If the licensed manager's overdue
32 set aside payment is not received in the BEP office ~~within five calendar days after~~ by
33 the due date in the succeeding month (i.e. is over one month ~~and five calendar days~~ late), the
34 manager is assessed another \$50 late fee. If the first and second payments are not
35 received by the time the third report is due, the licensed manager's agreement will be
36 cancelled and the BEP licenses will be suspended, unless an alternate payment schedule
37 has been approved in advance by the SLA. Failure to pay monthly set-aside in a timely
38 manner three or more times within any twelve month period will result in formal disciplinary
39 action.

40 (e) If a business enterprise should show a marked change in net proceeds, a request for
41 reclassification may be made by the licensed manager or the SLA after 90 days. Each

42 licensed manager will be notified of changes in set-aside charges, and the new percentage
43 of net proceeds will be ~~effective at the beginning of the first business month~~ due at the time
44 of the next monthly report due date, following the mailing of notice to the licensed manager.
45 The licensed manager will start paying the higher or lower percentage of set-aside with the
46 ~~second~~ next report due following notification.

47 (f) All new business enterprises will be placed in class C for 90 days, at which time the SLA
48 will review the business enterprise for reclassification and notify the licensed manager of
49 changes in set-aside charges and the new percentage of net proceeds shall be effective at
50 the beginning of the first business month following the mailing of notice to the licensed
51 manager.

1 **612:25-6-16. Criteria to establish a business enterprise [AMENDED]**

2 A decision to establish a business enterprise will be made by the State Licensing
3 Agency (SLA) in consultation with the ECM board through consultation with ECM chair
4 person based on the Business Enterprise Program (BEP) calculation of potential
5 business profitability, estimated installation costs, available SLA resources and the
6 BEP's recommendation. Information used for calculation of business profitability will be
7 obtained by BEP staff using a site survey that will include:

- 8 (1) building population;
- 9 (2) number of visitors;
- 10 (3) competition in the immediate area;
- 11 (4) building security;
- 12 (5) average salary of prospective customers;
- 13 (6) estimated installation cost to provide required services;
- 14 (7) stability of number of prospective customers;
- 15 (8) longevity of potential facility;
- 16 (9) geographic location; and
- 17 (10) additional information as determined necessary.

1 **612:25-6-17. Contracts and permits for business enterprise facilities [AMENDED]**

2 When it is determined that a business enterprise is feasible and when agreements are
3 ready to be made with the grantor, one of four types of arrangements will be adopted with
4 the grantor.

5 (1) **Private industry.** Agreements made with private industry are on a contract basis
6 and sometimes require a percentage payment.

7 (2) **State and local government.** State and local government location agreements are
8 made when Application for Authority to Establish a business enterprise in a State,
9 County or Municipal Building is signed.

10 (3) **Federal property - business enterprise.** ~~The Department of Education form,~~
11 ~~Application and A~~ Permit for the Establishment of a business enterprise on Federal and
12 other Property, is the instrument, or formal agreement governing the establishment of a
13 business enterprise. Procedures and conditions pertaining to the permit are contained in
14 the regulations [34 CFR 395.34].

15 (4) **Federal property - cafeteria facility.** Contracts may be required for the operation
16 of a cafeteria on federal property. These contracts sometimes specify such things as
17 costs of items, brand names, portion size and other conditions of agreement between
18 the federal agency and the SLA.

1 **612:25-6-18. Establishing new licensed managers in business enterprises**
2 **[AMENDED]**

3 Business Enterprise Program (BEP) staff will provide consultation and assistance to
4 accomplish installation of licensed managers in business enterprises. Steps in the
5 installation process will include the following:

6 (1) BEP staff will orient the new licensed manager to the business enterprise as
7 needed.

8 (2) An inventory of the outgoing manager's merchandise that will be transferred to the
9 incoming manager will be performed by the outgoing and incoming licensed managers
10 with ~~assistance~~ oversight from by the BEP. The outgoing licensed manager or
11 designee, incoming licensed manager or designee, and a representative from the BEP
12 must be present when merchandise is counted. The outgoing manager must provide a
13 merchandise price list to the BEP on or before the day the merchandise is counted. The
14 completed merchandise inventory is signed by both outgoing and incoming licensed
15 managers, accepting the count of merchandise. All items not being transferred to the
16 incoming manager must be removed from the facility prior to the incoming manager
17 taking responsibility for the facility. The outgoing licensed manager or their designee
18 and the incoming licensed manager or their designee must participate in counting of the
19 merchandise. The outgoing manager or their designee is responsible for removing and
20 counting all currency prior to the date of the merchandise inventory count. The BEP
21 Operations Coordinator shall develop and implement equipment and merchandise
22 inventory procedures. These procedures will read by the business consultant to the
23 outgoing and incoming managers prior to the actual physical inventory to ensure that
24 both the outgoing and incoming managers understand these procedures.

25 (3) The BEP will assist the incoming licensed manager in procuring initial merchandise
26 for sale and will arrange for the licensed manager to obtain a merchandise loan as
27 necessary and in accordance with agency policy.

28 (4) An equipment inventory is completed and the incoming licensed manager signs the
29 inventory sheet and assumes responsibility for the equipment.

30 (5) The BEP will assist the incoming licensed manager in filling out any insurance or
31 retirement enrollment or change forms as necessary.

32 (6) The BEP will verify that workers compensation and liability insurance on the
33 business enterprise are in effect. The business enterprise will not be opened by the
34 new licensed manager until this is verified.

35 (7) The BEP will provide the incoming licensed manager with a copy of the
36 permit/contract in effect for the business enterprise.

37 (8) The BEP will provide the incoming licensed manager with a supply of the forms
38 required by the SLA relative to the business enterprise operation.

39 (9) The incoming licensed manager must read and sign a licensed manager's
40 agreement before assuming the operation of any business enterprise. If needed, BEP
41 staff will read the agreement to the manager and/or provide the agreement in the
42 accessible format required by the manager.

1 **612:25-6-19. Employees of the licensed manager [AMENDED]**

2 (a) The BEP has no direct responsibility over the employees of licensed managers. If a
3 complaint is filed by a customer or grantor against an employee of a licensed manager, or
4 an employee-related problem is brought to the attention of BEP staff, the business
5 consultant will bring the complaint/problem to the attention of the licensed manager. A
6 business consultant may make suggestions as to the action that needs to be taken, however
7 the responsibility lies with the licensed manager as to disciplinary action toward the
8 business enterprise employee.

9 (b) In the event the grantor requests an employee of a licensed manager be
10 terminated/suspended, the information will be presented to the licensed manager
11 immediately by personal contact or phone call followed by written memorandum indicating
12 the reason for the requested suspension or termination.

13 ~~(c) The business consultant will immediately notify the SLA state office by memorandum for~~
14 ~~insurance and retirement purposes when a licensee/licensed employee starts to work for~~
15 ~~another licensed manager or quits.~~

16 (d) Licensed managers are to take affirmative action to employ and advance qualified
17 individuals with disabilities in accordance with applicable federal and state laws.

18 (e) Volunteer labor is permitted in a business enterprise; however the volunteer must be
19 covered by insurance in the event of injury. This insurance coverage will be documented in
20 the SLA state office prior to the individual's actual work in a business enterprise.

1 **612:25-6-20. Closing a business enterprise [AMENDED]**

2 (a) A business enterprise may be closed immediately by the SLA, the grantor, any
3 government agency or the licensed manager when a life threatening situation, health or
4 safety hazard exists. Notice of the closing should be made as soon as possible to the SLA
5 and the grantor.

6 (b) The business enterprise will also be closed immediately for failure to have proper
7 insurance verification for liability and workers' compensation insurance.

8 (c) The business enterprise may be closed for short periods of time with prior written
9 approval from the SLA and the grantor.

10 (d) The SLA's policy is to operate business enterprises that have the potential to produce
11 net profit returns for licensed managers which will enable them to live self sufficiently and
12 with dignity within their communities. Additional consideration is given to the amount of
13 return on investment as related to expenditures for capital outlay, management services
14 overhead, and other expenses of operation. Anytime a licensed manager vacates a
15 business enterprise, the business consultant will re-evaluate the business enterprise if it
16 generates revenue below the program net profit objective. A business enterprise that lacks
17 the potential to meet the SLA's net profit objective will be ~~closed~~ issued a temporary
18 variance or added to another location.

1 **612:25-6-22. Monthly reports [AMENDED]**

2 (a) Content and when due. Licensed managers must submit monthly business enterprise
3 financial reports to the SLA. Reports will contain data on gross sales, merchandise
4 purchases, payroll expense, business expense and other information determined necessary
5 to reflect business financial ~~status need~~ and calculate licensed manager set-aside,
6 retirement and/or merchandise loan payments. The monthly reports shall be for ~~one of the~~
7 ~~two the following time periods period:~~ 1) the sixteenth (16th) day of the previous calendar
8 month to the fifteenth (15th) day of the current calendar month; ~~or 2) the twenty-first (21st)~~
9 ~~day of the previous calendar month to the twentieth (20th) day of the current calendar~~
10 ~~month. The licensed manager may choose either period, but must notify the business~~
11 ~~consultant which option is chosen by September 30th of each year. The licensed manager~~
12 ~~shall use the same option throughout the federal fiscal year. Monthly reports and payments~~
13 due, if required are due in the BEP office on or before the 25th of the current calendar
14 month. If the 25th falls on a weekend, the monthly report is due in the BEP office no later
15 than the close of business on the last business day prior to the 25th. Monthly reports may
16 be mailed to the BEP office. To be considered on time, they must be postmarked by the 21st
17 of the month for regular mail or the 22nd for overnight mail. If these dates fall on a day
18 where the post office is closed, they must be postmarked the day before. The BEP shall
19 notify the manager ~~by phone~~ on the first business day following the 25th if the report is not
20 received. The BEP will review each monthly report for mathematical errors, correct loan
21 payment, correct set-aside payment, approved business expenses, and other factors that
22 will affect the accuracy of the report. The business consultant will sign the report indicating
23 that the report is correct, correct payments are attached (if required), and all items in
24 question have been discussed with the licensed manager.

25 (b) Failure to file in a timely manner. If the accurate monthly report and correct payment
26 due, if applicable is are not received in the BEP office ~~within five days after~~ by the due date,
27 the licensed manager will be placed on probation. If the 1st and second reports are not
28 received by the time the 3rd report is due, the licensed manager's agreement will be
29 canceled and the BEP licenses will be suspended. Failure to file monthly reports in a timely
30 manner three or more times within any twelve month period will result in formal disciplinary
31 action.

32 (c) Fee for reports. The Agency maintains records for its use and may charge a reasonable
33 fee to supply copies of records to individuals. The agency will supply copies of lost reports
34 or other documents at 25 cents per page.

35 (d) Timely submission. Receipt of an accurate monthly report and correct payment, if
36 applicable on or before the due date in the BEP office.

37 (e) Returned Checks. An insufficient fund check will be assessed a \$50.00 fee.

PART 5. THE ELECTED COMMITTEE OF LICENSED MANAGERS

1 **612:25-6-32. The Elected Committee of Licensed Managers [AMENDED]**

2 (a) Authority for Establishing an Elected Committee of Licensed Managers (ECM) is
3 found in Section 107-B1 of Chapter 6A of Title 20 U.S., commonly referred to as the
4 Randolph-Sheppard Act.

5 (b) Paragraphs (1) and (2) of this Subsection provide guidance in approaching the
6 degree of participation by the ECM.

7 (1) Active participation means a process of good faith negotiations involving the
8 ECM and the SLA. The Committee must be given the opportunity to have
9 meaningful input into the decision-making process in the formulation of program
10 policies which affect licensed managers.

11 (2) The SLA is charged with the ultimate responsibility for the administration and
12 operation of all aspects of the Business Enterprise Program.

13 (c) Functions of the Elected Committee of Licensed Managers include:

14 (1) Actively participate with the SLA in the major administrative, policy, and
15 program development decisions affecting the overall administration of the Business
16 Enterprise Program.

17 (2) To receive and transmit to the SLA grievances at the request of licensed
18 managers and serve as advocates for such managers in connection with such
19 grievances.

20 (3) To actively participate with the SLA in the development and administration of a
21 State system for the transfer and promotion of licensed managers.

22 (4) To participate with the SLA in developing training and retraining programs for
23 licensed managers.

24 (5) To sponsor, with the assistance of the SLA, meeting and instructional
25 conferences for licensed managers.

26 (6) To participate in setting out the method of determining the charge for each of
27 the purposes listed in (A) through (D) of this Paragraph.

28 (A) Maintenance and replacement of equipment;

29 (B) The purchase of new equipment;

30 (C) Management services;

31 (D) The establishment and maintenance of retirement or pension funds, health
32 insurance contributions, or fair minimum return, if it is so determined by a majority
33 vote of licensed managers, after the SLA provides to each licensed manager
34 information on all matters relevant to such proposed purposes. [34 CFR
35 395.9(b) and (c)]

36 (d) The ECM will be composed of licensed managers blind vendors and licensed
37 employees. There will be an executive committee with their duties and terms of office
38 specified in the bylaws of the ECM.

39 (e) The SLA shall provide for the election of an Elected Committee of Licensed
40 Managers which shall be fully representative of all licensed managers in the BEP. [34
41 CFR 395.14]

1 **612:25-6-33. Organization and operation of the Elected Committee of Licensed**
2 **Managers [AMENDED]**

3 (a) **Organization.** The ECM will be organized in accordance with its bylaws.

4 (b) **Nominations and elections.** The procedures set forth in (1) through (3) of this
5 Subsection shall be used to nominate and elect members of the committee.

6 (1) The Chairperson of the Committee of Licensed Managers presides over the
7 election of Committee members.

8 (2) The SLA presents a list of eligible voters and candidates. The Chairperson will
9 call for nominations from the floor for ECM members. Nominees must give consent
10 to be nominated.

11 (3) The SLA and the ECM are responsible for the collection and tallying of votes.

12 (c) **Operation.** The Elected Committee of Licensed Managers shall operate according
13 to (1) through (3) of this Subsection.

14 (1) The Elected Committee of Licensed Managers will convene at least once each
15 year at the licensed manager's training conference, the time and place of joint
16 meetings to be scheduled by SLA staff and the Elected Committee of Licensed
17 Managers. Requests for meetings by the ECM committee will be made in writing to
18 the SLA for prior approval of financial assistance.

19 (2) The ECM members will be notified of matters within its purview that are being
20 considered for decision. The ECM committee members will have the opportunity to
21 initiate subjects for consideration by it and the SLA. Recommendations by the ECM
22 members will be in writing and given serious consideration by the SLA.

23 (3) The SLA has the ultimate responsibility for the administration of the Business
24 Enterprise Program. If the SLA does not adopt the views and positions of the
25 Elected Committee of Licensed Managers it will notify the ECM Committee in writing
26 of the decision reached or the action taken and the reasons therefore.

27 (d) **Materials.** The SLA will supply the necessary materials for the function of the
28 Elected Committee of Licensed Managers upon written request to the SLA.

29 ~~(e) **Travel Expenses.** ECM members on committee business will be reimbursed for~~
30 ~~travel expenses at the same rates and conditions as state employees.~~

COMMISSION

MINUTES

**Oklahoma Commission for Rehabilitation Services
Department of Rehabilitation Services
Conducted by Videoconferencing
Regular Commission Minutes
November 9, 2020**

Wes Hilliard, Commission Chair
Theresa Flannery, Commission Vice-chair
Jace Wolfe, Commission Member

Sign Language Interpreters are provided for public accessibility

PRESENT

Wes Hilliard, Commission Chair
Theresa Flannery, Commission Vice-Chair
Jace Wolfe, Commission Member

CALL TO ORDER AND ROLL CALL

The meeting was called to order at 10:30 a.m. by Commissioner Hilliard. All three Commissioners were in attendance, and a quorum was established.

STATEMENT OF COMPLIANCE

The Commission Assistant confirmed the Commission for Rehabilitation Services is in compliance with the Open Meetings Act.

PUBLIC COMMENTS

None

REPORTS

INTRODUCTION OF DRS SECRETARY JUSTIN BROWN

Commissioner Hilliard Introduced Justin Brown, the Secretary of Human Services and Early Childhood Development. As cabinet secretary, Brown oversees agencies and boards that includes our Oklahoma Department of Rehabilitation Services and those of the Oklahoma Human Services, the Office of Juvenile Affairs, Oklahoma Commission on Children and Youth, and the Office of Disability Concerns. Secretary Brown said, "he was honored to serve alongside Melinda and all of you all in the work that we do, because there are lots of places where we serve the same people". He further said he is supportive of the work we do and excited to be partners.

CERTIFICATES OF APPRECIATION

Commissioner Hilliard recognized Executive Director Fruendt to present Certificates of Appreciation. Those receiving certificates were Tina Calloway, Victoria Drake, Michael West, and Shaji Abraham. Commission Chair Hilliard extended his thank you to each of the recipients.

EXECUTIVE DIRECTOR

Commissioner Hilliard recognized Melinda Fruendt, Executive Director. Her report included her participation in meetings; updates on Process Improvement which Includes AWARE, Case Reviews; and Program Standards, Statistical Research. Executive projects, Process Improvement which Includes AWARE and Program Standards, Statistical Research.

PRIORITY GROUP UPDATE

Commissioner Hilliard recognized Mark Kinnison, Director of Vocational Rehabilitation Services who gave the Priority Group Update. As of today, the 9th of November there are Priority Group I one hundred twenty-one (121), and Priority Group II one thousand fifty (1050) and Priority Group III one hundred fifty-nine (159) for a total of one thousand three hundred thirty (1330) on the waitlist.

FINANCIAL STATUS

Commission Hilliard recognized Kevin Statham, Chief Financial Officer, who reported the Financial Status Reports for FY 20 report as of September 30, 2020 and FY 21 as of September 30, 2020.

PERSONNEL ACTIVITY

Commissioner Hilliard recognized Tom Patt, Human Resources Director who reported on the personnel activity report as of October 31, 2020. The activity report also has current FTE status.

PROPOSED ADMINISTRATIVE RULE REVISIONS

Commissioner Hilliard recognized the Proposed Administrative Rule Revisions 2020-2021 Rule Cycle were printed and on the agenda. These revisions were to be a part of the December meeting. At a future Commission meeting, the rules will be presented for review and possible vote.

INTERPRETER RATE INCREASE

Commissioner Hilliard recognized Kevin Statham. He gave the report for the proposed Interpreter Rate increases. These rate increases will be resented for a possible vote at the December meeting.

DISABILITY DETERMINATUION SERVICES

Commissioner Hilliard recognized Brian Nickles, Division Administrator. His report included statistics on workload; COVID and the impact to DDS; and statistics on processing time, quality; staffing and funding, fraud, waste and abuse, and Oklahoma benefit payments and update on Disability Case Processing system.

ACTION ITEMS

COMMISSION MEETING MINUTES

Commissioner Hilliard asked for possible vote to approve the October 12, 2020 Commission for Rehabilitation Services regular Meeting Minutes.

Motion was made by Commissioner Wolfe and seconded by Commissioner Flannery to approve the October 12, 2020 minutes. All three Commissioners voted in the affirmative. Motion passed.

OKLAHOMA SCHOOL FOR THE BLIND DONATIONS

Commissioner Hilliard recognized Rita Echelle, Superintendent of OSB who reviewed their October 2020 OSB donation report, for possible vote for approval.

Motion was made by Commissioner Wolfe and seconded by Commissioner Flannery to approve the October 2020 OSB donations. All three Commissioners voted in the affirmative. Motion passed.

OKLAHOMA SCHOOL FOR THE DEAF DONATIONS

Commissioner Hilliard recognized Chris Dvorak, Superintendent of OSD who reviewed their October 2020 OLBPH donation report, for possible vote for approval.

Motion was made by Commissioner Wolfe and seconded by Commissioner Flannery to approve the October 2020 OSD donations. All three Commissioners voted in the affirmative. Motion passed.

NEW BUSINESS

Commissioner Hilliard asked if there was any New Business. There was none.

ANNOUNCEMENTS

Date and location of next regular meeting of the Commission for Rehabilitation Services:

Monday, December 14, 2020 at 10:30 a.m.

Oklahoma Department of Rehabilitation Services

3535 NW 58th Street

Suite 200

Oklahoma City, OK

CONVENE INTO EXECUTIVE SESSION

Commissioner Hilliard asked for a vote to convene Into Executive Session.

Motion was made by Commissioner Wolfe and seconded by Commissioner Flannery to convene into Executive Session. All three Commissioners voted in the affirmative. Motion passed.

CONVENE INTO REGULAR SESSION

Commissioner Hilliard asked for a vote to reconvene Into Regular Session.

Motion was made by Commissioner Wolfe and seconded by Commissioner Hilliard to reconvene into Regular Session. All three Commissioners voted in the affirmative. Motion passed.

DISCUSSION WITH POSSIBLE VOTE ON 2020 COMMISSION AWARD RECIPIENT

Commissioner Hilliard asked for a vote on the 2020 Commission Award Recipient.

Motion was made by Commissioner Wolfe and seconded by Commissioner Flannery to select nominations 32 and 21 as co-recipients for the 2020 Commission Award. All three Commissioners voted in the affirmative. Motion passed.

ADJOURNMENT

Commissioner Hilliard adjourned the meeting.

Respectfully submitted by Carol Brown, Assistant to the Commission

Legislative Action Report

2021 LEGISLATIVE DRS REQUESTS
Kevin Nelson
DRS Legislative Liaison

There are two requests for legislation we are proposing this year:

NEW 1) Expand DRS Central purchasing exemption to cover Blind Vendor purchases

Issue: Our Blind Vendor program (BEP) licenses and supports vending facilities in government facilities throughout the state. Currently, prior to the new fiscal year, we have to “guess” what the BEP needs will be for the entire year and contract accordingly. We struggle to know the number of machines or types of equipment this will require, as well as any new facilities that may open up until they happen. We need to be able to order on an “as needed basis” the proper equipment when we get these requests

To accomplish this, we would like to work with OMES to expand our current Central Purchasing exemption for client services to our BEP program. This will allow us to fulfill our obligation to our blind vendors and also not have equipment sitting in the warehouse that isn’t needed because we “guessed” incorrectly on a given year.

LAST YEAR 2) Deaf/ASL teacher candidates testing exemption

Issue: Deaf/ASL teacher candidates have not had the same exposure to language and vocabulary that hearing persons have experienced. As such, they have a more difficult time with the three required tests for teacher certification, the Oklahoma General Education Test (OGET), the Oklahoma Professional Teaching Examination (OPTe), and the Oklahoma Subject Area Tests (OSATs). The problem is that these tests are not accessible and do not test fluency in ASL, which is the language they will be teaching.

We are asking for an exemption for ASL teachers from the testing requirements for teacher certification. Under the legislation, a person who is deaf that would teach ASL can apply to the State Department of Education for an exemption from testing if they demonstrate fluency in ASL and complete a one-year mentorship with a certified deaf education teacher.

SB 1128 passed the Senate easily last year (46-0) but got caught by COVID-19.

REVISED FY 2021 EXPENDITURE LIMITS

Oklahoma Commission for Rehabilitation Services

Executive Summary

ISSUE:

Staff requests approval of the Revised FY 2021 Expenditure Limits.

BACKGROUND:

The FY 2021 Expenditure Limits and FTE Budgetary Limit was reviewed and approved by the Oklahoma Commission for Rehabilitation Services on June 8, 2020. Since then it has become necessary to increase the expenditure limit for Oklahoma School for the Deaf to accommodate funding the Aquatic Center as FY21 instead of FY20.

STAFF RECOMMENDATION:

Adopt the Revised FY21 Expenditures Limits:

Division	Original FY21 Expenditure Limits	Increase	Revised FY21 Expenditure Limits
DVR/DSBVI	\$87,500,000	\$0	\$87,500,000
OSB	10,800,000	0	10,800,000
OSD	15,700,000	3,000,000	18,700,000
DDS	59,000,000	0	59,000,000
Support Services	<u>12,500,000</u>	<u>0</u>	<u>12,500,000</u>
DRS Total	\$185,500,000	\$3,000,000	\$188,500,000

FTE Budgetary Limit

The budgetary limit for FY 2021 shall remain at 1,255.0 FTE.

BUDGET IMPACT:

Allow spending levels up to the revised limits stated above.

Budget Impact Reviewed by:

Kevin Statham Date: December 1, 2020

INTERPRETER RATE INCREASE

For Consideration by the DRS Commission:

The following interpreter pay rate guideline was established for the Oklahoma Department of Rehabilitation Services (DRS) to use internally when contracting directly with sign language interpreters. It has been a general practice for other agencies, or businesses, to adopt and follow the pay rate guidelines; however, the guideline is not a mandated industry standard for other agencies to follow.

The following information is listed in the Department of Rehabilitation Services instructions to staff as a part of DRS Policy 612:10-7-196. Interpreter Services

	Interpreter Service Fee			
	Daytime Hours (7 am-5pm, M-F)		After Hours (5pm-7am M-F, Weekends, Holidays)	
	Existing	Proposed	Existing	Proposed
RID CSC or CI/CT or NIC or CDI	\$35.00/hr	\$50.00/hr	\$52.50/hr	\$75.00/hr
RID CI or CT or NAD Level V	\$32.00/hr	\$47.00/hr	\$48.00/hr	\$70.50/hr
QAST Level V or NAD Level IV	\$29.00/hr	\$44.00/hr	\$43.50/hr	\$66.00/hr
QAST Level IV or NAD Level III	\$25.00/hr	\$40.00/hr	\$37.50/hr	\$60.00/hr
QAST Level III	\$22.00/hr	\$37.00/hr	\$33.00/hr	\$55.50/hr
QAST Level II	\$18.00/hr	\$18.00/hr	\$27.00/hr	\$27.00/hr
QAST Level I	\$16.00/hr	\$16.00/hr	\$24.00/hr	\$24.00/hr
Uncertified	\$ 7.50/hr	\$00.00/hr	\$11.25/hr	\$00.00/hr

An interpreter will be paid for a minimum of 2 hours per each assignment. If the assignment is cancelled less than 24 hours, the interpreter will be compensated for the full scheduled length of the assignment, with no travel expenses paid.

An interpreter holding certification that has two different certification levels will be paid the fee for the highest certification level held.

Department of Rehabilitation Services does not recognize, nor accept, reciprocity from other States that have sign language interpreter certifications, which include BEI or EIPA. DRS does not consider BEI or EIPA to be equivalent to any of the Quality Assurance Screening Test (QAST) certification levels.

The proposal will be brought back to the Commission for consideration and vote at the December Commission Meeting. If approved the contracts will be modified for services performed after December 31, 2020.

**OKLAHOMA LIBRARY
FOR THE BLIND AND
PHYSICALLY
HANDICAPPED
DONATION REPORT**

**OKLAHOMA SCHOOL
FOR THE BLIND
MONTHLY
DONATION
REPORT**

OSB DONATION REPORT

November 2020 Donations

Date	Name	Cash	Fund	Property	Value
11/10/2020	Donald & Megan White	\$ 150.00	216		
11/10/2020	Jason K. Baker	\$ 250.00	701		
Subtotal of Cash (under \$500) donated in November 2020		\$ 400.00		Subtotal prop.	\$ -
Donations \$500 and over					
11/2/2020	Nix Foundation	\$ 25,000.00	216		
11/23/2020	OK Found. For the Educ of Blind Children & Youth	\$ 2,000.26	216		
Subtotal of Cash (\$500 and over) donated in November 2020		\$ 27,000.26		Subtotal prop.	\$ -
TOTAL DONATION AMOUNTS November - 2020		\$27,400.26			

**OKLAHOMA SCHOOL
FOR THE DEAF
MONTHLY
DONATION
REPORT**

OSD Donation Report

November 2020

		Donations Under \$500.00				
Date	Name		Cash	Fund	Explanation	Property Value
		Subtotal Cash Under \$500.00			Subtotal Property Under \$500.00	
		Donations Over \$500.00				
Date	Name		Cash	Fund	Explanation	Value
11/19	Hurry Hub			70100	3750 Hand Sanitizer	29,812.50
		Subtotal Cash Over \$500.00			Subtotal Property Over \$500.00	
		Subtotal Cash Combined			Subtotal Property Combined	29,812.50
Total donation for November 2020						\$29,812.50