

CHAPTER 1. ADMINISTRATIVE OPERATIONS

1 **612:1-3-2. The Director of Rehabilitation Services [AMENDED]**

2 (a) The Director of Rehabilitation Services, as the chief administrative and executive officer
3 of the Department of Rehabilitation Services (DRS), is charged with the responsibility for
4 day-to-day direction of the activities necessary for DRS to attain its mission as established
5 by Title 74, Section 166.1 et seq. of Oklahoma State Statute. The work of the Director is
6 overseen by the Commission for Rehabilitation Services.

7 (b) The Director directly supervises the Chief of Staff, the Chief Fiscal Officer, the Chief
8 Operations Officer, the Communications Director, the ~~External Relations Officer~~ Legislative
9 Liaison, Division Administrators for Vocational Rehabilitation, ~~Visual Services for the Blind~~
10 and Visually Impaired, Disability Determination Services, Process Improvement, the
11 Superintendents of the School for the Blind and School for the Deaf, and the Project
12 Coordinators.

13 (c) The Director's duties include:

14 (1) assuring that all of DRS is working toward its mission and the goals established by
15 the Commission through aggressive implementation of the planning and budgeting
16 system;

17 (2) serving as staff to the Commission for Rehabilitation Services, providing necessary
18 input for decision-making and assuring that actions approved by the Commission are
19 carried out;

20 (3) serving as ex officio member to the Rehabilitation Council, and to the Independent
21 Living Council;

22 (4) developing and maintaining cooperative relationships with lawmakers and other
23 officials, both federal and state, to assure the fulfillment of DRS's mission;

24 (5) maximizing all available resources for the delivery of services to the clients DRS is
25 charged to serve;

26 (6) serving as the chief spokesperson for DRS and as an advocate for the clients it
27 serves;

28 (7) assuring the coordination of services with other state agencies; and,

29 (8) selecting staff capable of carrying out the DRS mission for the areas immediately
30 under the Director's supervision, establishing job descriptions and specifications for
31 each of those positions, delegating authority to complete duties assigned and
32 overseeing the accomplishment of those assigned responsibilities.

1 **612:1-3-2.1. The Chief of Staff of Rehabilitation Services [AMENDED]**

2 (a) The Chief of Staff of Rehabilitation Services assists the Director of the Department in
3 fulfilling the chief administrative and executive responsibilities for day-to-day direction of the
4 activities necessary for DRS to attain its mission as established by Title 74, Section 166.1 et
5 seq. of Oklahoma State Statute. The work of the Chief of Staff is overseen by the Director
6 of the Department of Rehabilitation Services. In the Director's absence, the work of the
7 Chief of Staff is overseen by the Commission for Rehabilitation Services.

8 (b) To the extent deemed necessary and prudent by the Director, or in the Director's
9 absence, the Chief of Staff supervises the ~~Division Administrators for Vocational~~
10 ~~Rehabilitation Services, Visual Services, Disability Determination Services, and the~~
11 ~~Superintendents of the School for the Blind and the School for the Deaf. To the extent~~
12 ~~deemed necessary and prudent by the Director, or in the Director's absence, the Chief of~~
13 ~~Staff also supervises the Communications Director and External Relations Officer, the Chief~~
14 ~~Operations Officer and the Chief Fiscal Officer~~ Chief Fiscal Officer, the Chief Operations
15 Officer, the Communications Director, the Legislative Liaison, Division Administrators for
16 Vocational Rehabilitation, Services for the Blind and Visually Impaired, Disability
17 Determination Services, Process Improvement, the Superintendents of the School for the
18 Blind and School for the Deaf, and the Project Coordinators.

19 (c) The Chief of Staff duties include:

20 (1) assuring that all of DRS is working toward its mission and the goals established by
21 the Commission and the Director through aggressive implementation of the planning
22 and budgeting system;

23 (2) serving as staff to the Commission for Rehabilitation Services at the direction of, or
24 in the absence of, the Director, providing necessary input for decision-making and
25 assuring that actions approved by the Commission are carried out;

26 (3) developing and maintaining cooperative relationships with lawmakers and other
27 officials, both federal and state, to assure the fulfillment of DRS's mission;

28 (4) maximizing all available resources for the delivery of services to the clients DRS is
29 charged to serve;

30 (5) serving as a spokesperson for DRS and as an advocate for the clients it serves;

31 (6) assuring the coordination of services with other state agencies; and,

32 (7) carrying out such other duties and assignments the Director, or in the Director's
33 absence, the Commission deems necessary and prudent to attain the mission of DRS;
34 delegating authority to complete duties assigned, and overseeing the accomplishment
35 of those assigned responsibilities.

1 **612:1-3-10. Final signature authority [AMENDED]**

2 The Department of Rehabilitation Services recognizes the importance of efficient
3 processing of resource and operations approval requests. At the same time, the Department
4 must assure sufficient oversight of resource allocation in order to fulfill its obligations as a
5 steward of public funds. The Department has therefore established a signature authority
6 listing to delineate final approval levels for resource and operations approval requests. With
7 regard to signature authority on contracts, all expenditures must be consistent with DRS's
8 budget categories as approved by the Commission. Delegation of final signature authority is
9 limited to the next lower administrative level unless approved in writing by the Director. The
10 administrator is to notify the appropriate administrative programs of delegations.
11 Administrators have authority to approve actions within their areas of responsibility at all
12 administrative levels below their own. The requests listed in (1) through (98) of this
13 Subsection must continue to be reviewed and approved by the appropriate staff before
14 presentation to the individual with final signature authority. There are additional resource
15 and operations approvals unique to each administrative area that are stated in the policies
16 established for that administrative area.

17 (1) **Director's signature.** The Director has final signature authority for items listed in
18 (A) through (E) of this Paragraph.

19 (A) Sole source contracts.

20 (B) Initial contracts for \$250,000 or more.

21 (C) Notices of personnel action (may be delegated).

22 (D) Leave without pay requests for 90 days or more.

23 (E) Other actions as required by executive order, statute, etc.

24 (2) **Chief of Staff.** The Chief of Staff has final signature authority for items listed in (A)
25 through (G) of this Paragraph.

26 (A) Initial contracts between \$100,000 and \$250,000 on a case by case basis and
27 upon written authority of the Director.

28 (B) Initial contracts or interagency agreements which obligate the entire
29 Department or more than one division.

30 (C) New brochures, forms, publications (electronic or printed), and videos produced
31 for more than one division.

32 (D) Policy Transmittals by the Administrator for ~~Policy Development and Programs~~
33 Standards Process Improvement.

34 (3) **Division Administrator.** Division Administrators have final signature authority for
35 items listed in (A) through (K) of this Paragraph.

36 (A) Initial contracts for less than \$100,000.

37 (B) New or revised interagency agreements involving the division.

38 (C) Administrative purchases costing \$10,000 or more (may be delegated).
39 Computer purchases must be co-signed by the Administrator for Information
40 Services.

41 (D) Requests for employee in-state travel (may be delegated).

42 (E) Requests for out-of-state employee travel.

43 (F) Final decisions for employee grievance resolution, other than discrimination
44 complaints, and for adverse action after review by Human Resources.

45 (G) Leave without pay requests for less than 90 days.

46 (H) Brochures, forms, publications (electronic or printed), and videos produced for
47 the division.

48 (I) Requests for internships or practicums for respective division.

49 (J) Memos for general distribution to the division.

50 (K) Grant proposals.

51 (4) **Chief Operations Officer.** Chief Operations Officer has final signature authority for
52 items listed in (A) through (K) of this Paragraph.

53 (A) Office supply orders.

54 (B) Reorder of existing printed materials.

55 (C) Administrative purchase requisitions under area of responsibility up to
56 \$100,000. Computer purchases must be co-signed by the Administrator for
57 Information Services.

58 (D) Administrative memos under area of responsibility.

59 (E) Requests for employee in-state travel.

60 (5) **Field Coordinators and Program Managers in DVR and ~~DVS-DSBVI~~.** The Field
61 Coordinators or Program Managers in Vocational Rehabilitation Services and ~~Visual~~
62 ~~Services Divisions~~ Services for the Blind and Visually Impaired have final signature
63 authority for administrative purchases up to \$10,000. Computer purchases must be co-
64 signed by the Administrator for Information Services. Program Managers have final
65 signature authority for items listed in (A) through (B) of this Paragraph.

66 (A) Office supply requisitions other than those available on the electronic ordering
67 system.

68 (B) Reorder of existing printed materials Program Managers have final signature
69 authority for items listed in (A) through (B) of this Paragraph.

70 (6) **Superintendents at OSB and OSD.** Superintendents have final signature authority
71 for items listed in (A) through (J) of this Paragraph for the respective school.

72 (A) Initial contracts for less than \$100,000.

- 73 (B) Interagency agreements involving only the school.
- 74 (C) All administrative and educational purchases. Computer purchases must be co-
75 signed by the Administrator for Information Services.
- 76 (D) Requests for all employee travel.
- 77 (E) Final decisions for adverse action after review by Human Resources.
- 78 (F) Final decisions for grievance resolutions, other than discrimination complaints.
- 79 (G) Leave without pay requests for less than 90 days.
- 80 (H) Requests for internships or practicums.
- 81 (I) Brochures, forms, publications (electronic or printed), and videos produced for
82 the school.
- 83 (J) Grant proposals.
- 84 (7) **Supervisors at OSB and OSD.** Supervisors at OSB and OSD have final signature
85 authority for items in (A) through (B) of this Paragraph for the respective school.
- 86 (A) Office supply orders.
- 87 (B) Reorder of existing printed materials.
- 88 (8) **Program Managers, Disability Determination ~~Division~~ Services.** Program
89 Managers at the Disability Determination ~~Division~~ Services have final signature authority
90 for the following items in (A) through (B) of this Paragraph.
- 91 (A) The Program Manager responsible for budgets, contracts, and purchases
92 approves administrative purchases under \$10,000. Computer purchases must be
93 co-signed by the Administrator for Information Services.
- 94 (B) Reorder of existing printed materials.

1 **612:1-5-1. Overview of the department [AMENDED]**

2 The purpose of this Subchapter is to provide an overview of the program divisions within
3 the Department of Rehabilitation Services. Program divisions are established for the
4 following areas: Vocational Rehabilitation Services, ~~Visual Services for the Blind and~~
5 Visually Impaired, Disability Determination Services, Management Services, The Oklahoma
6 School for the Blind and the Oklahoma School for the Deaf. Each of the Divisions has one or
7 more components.

1 **612:1-5-3. Division of Visual Services for the Blind and Visually Impaired (DVS)**
2 **(DSBVI) [AMENDED]**

3 The Division of Visual Services for the Blind and Visually Impaired provides diagnostic,
4 counseling and guidance, physical restoration, training, and other services to individuals
5 whose major disability is blindness, ~~or~~ severe visual impairment, a progressive sight
6 threatening disease, or functional limitation resulting from sight loss. All departmental
7 managers and Visual Services for the Blind and Visually Impaired Field Coordinators report
8 directly to the Division Administrator or designee. Rehabilitation teachers for the blind
9 provide in-home training, counseling and instruction in daily-living skills to blind and visually
10 impaired individuals. DRS has field staff assigned to meet the needs in every county of the
11 state, although staff may not be officed in each county. Local office staff report to ~~VS~~ SBVI
12 Program Managers, who report to the Field Coordinators. The Oklahoma Library for the
13 Blind and Physically Handicapped provides books and magazines in special media to blind
14 and print-limited Oklahomans. The Division of Visual Services for the Blind and Visually
15 Impaired administers the Randolph-Sheppard Business Enterprise Program in Oklahoma,
16 securing suitable locations for vending facilities; designing and installing equipment;
17 recruiting, training, placing and supervising operators for the facilities.

1 **612:1-5-4. Disability Determination ~~Division~~ Services (DDD)-(DDS) [AMENDED]**

2 The Disability Determination ~~Division~~ Services is responsible for adjudicating
3 applications for Social Security Disability Insurance benefits and Supplemental Security
4 Income payments for all Oklahoma applicants under these programs. This Division is not
5 involved in treatment, diagnosis, or the provision of therapeutic services. Applications for
6 Social Security Disability Insurance benefits are taken in the Social Security District offices
7 throughout the State of Oklahoma and forwarded to this Division for the determination
8 process under federal guidelines

1 **612:1-15-1. Purpose and distribution of the manual [AMENDED]**

2 The manual of the Department of Rehabilitation Services represents: the official
3 statement regarding the function and organization of the Department; the policies
4 established by the Oklahoma Commission for Rehabilitation Services to implement the
5 Federal and State laws relating to the Department; and the procedures adopted by
6 administrative action which are to be uniformly followed throughout the Department, both in
7 relation to the Department's programs and in regard to the staff members' relationship with
8 the Department as an employer. It serves as an authority and guide to staff members
9 administering the various programs. The administrative rules in this Chapter are
10 promulgated under the authority of the Commission for Rehabilitation Services as
11 established in 74 O.S., Section 166.1 et seq and the Administrative Procedures Act, 75
12 O.S., Sections 250 et seq.

612:1-15-4. Definitions [NEW]

The following words or terms, when used in this Subchapter, shall have the following meaning unless the context clearly indicates otherwise:

"**APA**" means the Administrative Procedures Act, 75 O.S., Sections 250 et seq.

"**Amendment**" means a revision to an existing Section of internal policy or administrative rules which adds, modifies, or deletes characters, words, phrases, sentences, or punctuation.

"**Code**" means the Oklahoma Administrative Code, which is the official compilation of codified rules authorized by 75 O.S., Section 256.

"**Codified**" means accepted for inclusion in the Oklahoma Administrative Code.

"**Emergency rule**" means a temporary rule promulgated because the agency documents that the rule is needed to respond to an imminent peril to the preservation of the public health, safety, welfare, or other compelling extraordinary circumstances.

"**Internal policy**" means a Department statement that implements, interprets, or prescribes procedure or practice requirements for the internal operations of the Department that is approved by the Oklahoma Commission for Rehabilitation Services. Internal policy is included in the Internal Policy Manual and codified under the title "DRS:".

"**OAC**" means the Oklahoma Administrative Code authorized by 75 O.S., Section 256.

"**OAR**" means the Office of Administrative Rules within the Office of the Secretary of State. The OAR has primary responsibility for implementing the provisions of Article I of the Administrative Procedures Act.

"**Proposed internal policy**" means a provision of internal policy that is ready for submittal to the Oklahoma Commission for Rehabilitation Services.

"**Permanent rule**" means a rule which has been reviewed and approved by the Governor and the Legislature prior to promulgation and implementation of the rule.

"**Proposed rule**" means an emergency or permanent rule prior to final adoption in accordance with the APA.

"**Register**" means the publication maintained by the OAR which contains actions concerning and contents of rules and executive orders, and known as the Oklahoma Register.

"**Rule**" means an administrative rule governing the operation of DRS and codified under Title 612 of the Oklahoma Administrative Code. A rule is a statement of law of general applicability to the operation of DRS and to entities and individuals of the public with whom DRS interacts.

"**Rulemaking action**" means any procedure, except executive orders and local project funding contract announcements, which must be published in the Register or Code under the APA, including:

(A) Notice of rulemaking intent.

- (B) Notice of canceled hearing or comment period.
- (C) Notice of continued hearing or comment period.
- (D) Final adoption of a new permanent rule or of a permanent amendment to or revocation of an existing rule.
- (E) Promulgation of a new emergency rule or of an emergency amendment to or emergency revocation of an existing permanent rule.
- (F) Submission of a permanent rule for gubernatorial and legislative review.
- (G) Approval of a permanent rule by the Governor.
- (H) Disapproval of a permanent rule by the Governor.
- (I) Disapproval of a rule by the Legislature.
- (J) Withdrawal of a rule from the rulemaking process.
- (K) Notice of error in published document.

"**Rulemaking entity**" means the board or commission, in this case the Oklahoma Commission for Rehabilitation Services, authorized to adopt and promulgate rules as defined in 75 O.S., Section 250.3(2).

1 **612:1-15-5. Revision of administrative rules and internal policy [NEW]**

2 **(a) Purpose of Administrative Rules and Internal Policy.** Agency rules and internal
3 policy communicate the expected standards for staff conduct and provide the necessary
4 direction for carrying out the agency's mission. The intent of rules and internal policy is to
5 provide a common basis for decision making so that individuals can expect equitable
6 treatment when dealing with the agency. DRS rules and internal policy are public
7 documents, maintained as part of the DRS Internal Policy Manual by the DRS Policy
8 Administration and Development Section the Oklahoma Administrative Code by the Office of
9 Administrative Rules, in the Secretary of State's Office, so that the public will have the
10 opportunity to know the mission of our program and how this agency intends to carry out
11 that mission.

12 **(b) DRS Staff Responsibility.** DRS staff are expected to be thoroughly familiar with
13 agency rules and internal policies pertaining to their conduct and program.

14 (1) Supervisors and managers are responsible for ensuring that staff under their
15 supervision are familiar with all rules and internal policies and updates, and that their
16 staff receive training on rules, internal policies and updates.

17 (2) Staff are expected to use professional judgment in conducting the agency's
18 business. The rules and internal policies of this agency are to inform and guide the
19 professional judgment and conduct of staff. When a staff person needs guidance in
20 making a decision, the first step is to consult agency rules and internal policy.

21 **(c) Policy Administration and Development Section Responsibility.** The Policy
22 Administration and Development Section is charged with assuring that the Department
23 complies with the Administrative Procedures Act. This responsibility includes:

24 (1) Ensuring that all emergency and permanent rules are promulgated in accordance
25 with the APA.

26 (2) That the public receives proper notice of the Department's intent to adopt, amend,
27 or revoke rules so that opportunity is provided for public and consumer input during the
28 rulemaking process.

29 (3) Management of the promulgation process for the Department in an efficient and
30 effective manner that complies with the APA.

31 (4) The Project Coordinator of the Policy Administration and Development Section or
32 designee, shall serve as the Department's liaison to the Office of Administrative Rules in
33 the Office of the Secretary of State. The administrator will also designate a staff member
34 to act in the capacity of back-up liaison.

35 (5) The Project Coordinator of the Policy Administration and Development Section or
36 designee, shall also serve as the attestation officer, as delegated by the Oklahoma
37 Commission for Rehabilitation Services, for purposes of 75 O.S., Section 254. The
38 administrator will also designate a staff member to act in the capacity of back-up
39 attestation officer.

40 **(d) Drafting of New or Revised Rules.** In compliance with the Administrative Procedures
41 Act, new rules may be developed or an existing rule revised utilizing the following
42 procedures:

43 (1) Each Division Administrator, Unit Administrator, and School Superintendent is
44 responsible for ensuring that Departmental rules for his or her program conform to the
45 requirements of applicable statutes and regulations, and are effective in achieving their
46 program's mission.

47 (2) When a program administrator, or the Director, decides there is a need to draft a
48 new rule, or to amend an existing rule,

49 (A) The program administrator will initiate drafting content through whatever
50 method deemed most effective by the administrator. Policy Administration and
51 Development staff are available to provide guidance if requested.

52 (B) The program administrator will provide to Policy Administration and
53 Development staff the completed draft content, the reasons for changing the rule
54 and any budgetary impact these changes may incur.

55 (C) Policy Administration and Development staff will format the draft content in
56 accordance with APA standards. Once drafted, Policy Section staff will consult with
57 the program administrator concerning any needed revisions and produce a revised
58 draft.

59 (D) Revised draft rules will be distributed to Executive Team members for further
60 review and response. Comments and suggestions for revision will be provided to
61 the program administrator. The program administrator shall consider the comments
62 and suggestions for inclusion and may revise the content again if appropriate.

63 (E) The program administrator will provide the latest draft version to the Policy
64 Administration and Development Section. Policy Administration and Development
65 staff will provide this draft version to agency staff for comment.

66 (F) Agency staff shall be notified via e-mail that a draft rule is available for
67 comment. The notification will include:

68 (i) Identification and summary of the draft rule;

69 (ii) General instructions on where the draft rule can be accessed;

70 (iii) How to submit comments, and the due date for submission of comments,
71 and;

72 (iv) Where to direct questions about the draft rule.

73 (G) Policy Administration and Development staff will collect and collate agency staff
74 comments and develop a summary. The collated comments and the summary will
75 be provided to the originating program administrator for consideration.

76 (H) The program administrator will decide on what rule changes to make in
77 response to the submitted comments, if any. The program administrator will also
78 draft responses to the comments, which will at a minimum explain any instance in
79 which staff recommendations were not adopted and will send the response to the
80 Policy Administration and Development so it can be forwarded to the respective
81 commentator.

82 (I) Policy Administration and Development staff will work with the program
83 administrator to finalize draft rule. This step will include a final check by the program

84 administrator for consistency with existing rules, regulations, and applicable
85 statutes. The program administrator may consult with legal counsel. Policy
86 Administration and Development staff will obtain authorization from the appropriate
87 program administrator to proceed with promulgation of the draft rules.

88 (J) When the draft rule pages are submitted to the Policy Administration and
89 Development section for promulgation, the draft rule is then referred to as a
90 proposed rule.

91 (e) **Adoption of New or Revised Rule.** Proposed rules must be approved by the DRS
92 Commission prior to submission for promulgation. Proposed rules for the Business
93 Enterprise Program must also be approved by the Rehabilitation Services Administration
94 prior to submission for promulgation.

95 (1) Policy Administration and Development staff will submit the proposed rule and/or
96 notice, including executive summary and resolution, to the Director for review and to the
97 Commission support staff by the established deadline for inclusion in the Commission
98 meeting packet.

99 (2) The originating administrator, with the assistance of the Policy Administration and
100 Development Project Coordinator or designee, will be responsible for the presentation of
101 proposed rules at the Commission meeting. Once proposed rules are presented to the
102 Commission for approval their content will not be changed unless so ordered by the
103 Commission.

104 (3) Upon adoption of the proposed rule by the Commission, Policy Administration and
105 Development staff will manage the promulgation process.

106 (f) **New or Revised Internal Policy.** New internal policies may be developed or an existing
107 internal policy revised utilizing the following procedures:

108 (1) Program administrators may submit proposed internal policy additions or revisions
109 to the division administrator, superintendent or director. A draft of the proposed internal
110 policy will be reviewed by legal counsel for consistency with existing law.

111 (2) Once approved by the director and legal counsel, the proposed internal policy with a
112 proposed "DRS: " citation will be submitted to the Policy Administration and
113 Development Project Coordinator or designee who will be responsible for the
114 presentation to the Commission. Proposed internal policies may be submitted for review
115 and discussion only or for immediate adoption at the director's discretion.

116 (3) Once adopted by the Commission, the internal policy will be published in the
117 Internal Policy Manual by the Policy Administration and Development Section.

118 (g) **Effective Dates of Internal Policy and Rule Revisions.** The effective dates of internal
119 policy and rule revisions will be determined as follows:

120 (1) The effective date will be noted in the section history of the adopted internal policy
121 or rule. Internal policies or rules can only be applied prospectively from their effective
122 date.

123 (2) Internal policies become effective immediately upon adoption by the Commission.

124 (3) Permanent rules become effective ten days after they are published in the
125 Oklahoma Register pursuant to the APA. DRS permanent rules will usually be published

126 following the legislative session. If a later date is specified in statute, or in the rules, the
127 later date will become the effective date.

128 (4) Emergency rules become effective immediately or at a stated date after certification
129 by the Governor. The Governor has forty-five calendar days from the date rules are
130 submitted to review them.

131 (5) Policy Section staff will notify the appropriate Division Administrator,
132 Superintendent, and the Director of approvals.

133 (h) **Permanent Rules; Modification Limitations.** Once the Governor and Legislature have
134 approved the rules, they may only be modified or revoked through the rulemaking process.
135 The APA states that any agency shall not by internal policy, memorandum, or other action
136 not otherwise authorized by the APA:

137 (1) amend, interpret, implement or repeal a statute or a rule;

138 (2) expand upon or limit a statute or rule; and;

139 (3) except as authorized by the Constitution of the United States, the Oklahoma
140 Constitution or a statute, expand or limit a right guaranteed by the Constitution of the
141 United States, the Oklahoma Constitution, a statute, or a rule.

142 (i) **Petition Requesting Promulgation.** Per the APA, any interested person or group may
143 petition the Department requesting the promulgation, amendment, or repeal of a rule.

144 (1) The petition must be submitted in writing to the Director of the Department of
145 Rehabilitation Services at the Department's state office. A request to amend or repeal a
146 rule will include a copy of the rule in question.

147 (2) The Department shall act upon such a request within a reasonable time period;
148 however; if the Department does not initiate rulemaking proceedings within 30 calendar
149 days of receiving the request, the petition will be considered to have been denied.

1 **612:1-18-1. Purpose [NEW]**

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

1

1 **612:1-18-10. Program Standards [NEW]**

2 **(a) Purpose of Program Standards.** The purpose of the Program Standards Section is to
3 inform agency strategic decision-making and support agency programs through the use of
4 research, statistical analysis, program evaluation and process improvement methodologies
5 aimed at improving programmatic outcomes.

6 **(b) Responsibilities of Program Standards.** Program Standards staff are charged with
7 supporting agency programs by:

8 (1) Conducting studies and surveys of agency staff, clients and the public to determine
9 opinions and needs regarding agency programs;

10 (2) Analyzing statistical data collected either by the agency or obtained from recognized
11 external data sources regarding client demographics, behavior, participation, needs and
12 outcomes to inform program administrators and agency leadership;

13 (3) Applying program evaluation methodologies to agency programs, either formative or
14 summative, focused on process/implementation fidelity, outcomes/performance
15 measures, or cost effectiveness/efficiency;

16 (4) Through the use of Lean and Six Sigma methodologies, facilitating work groups to
17 analyze and streamline business processes, identify and correct areas of programmatic
18 concern, and improve effectiveness and efficiency of programmatic flow;

19 (5) Verifying, cleaning and reporting data to the Rehabilitations Services Administration
20 as required by federal regulation;

21 (6) Participating, as required, in external auditing procedures by state or federal
22 entities;

23 (7) Monitoring programmatic outcomes for report to program and agency leadership.

24 **(c) Federal Data Reporting.** Federal regulation requires the reporting of data to RSA on a
25 periodic basis.

26 (1) Data will be cleaned, verified, and if necessary, corrected prior to submission.

27 (2) Federal reports will be submitted prior to or on the deadline date specified by RSA.

28 (3) The Administrator of Process Improvement, or designee, shall serve as the data
29 submission liaison with RSA. The administrator shall designate a backup staff member
30 from Program Standards to fulfill federal reporting standards in the absence of the
31 primary liaison.

32 **(d) Confidentiality.** All activities of the Program Standards Section will be conducted in a
33 manner to ensure the confidentiality of participants.

1 **612:1-18-20. Case Review [NEW]**

2 (a) **Purpose.** The purpose of the Case Review Section is to conduct evaluations on
3 programmatic case documentation to ensure compliance with federal regulation and to
4 enhance agency effectiveness.

5 (b) **Case Review Responsibilities.** Case Review staff are charged with the following
6 responsibilities:

7 (1) Conducting reviews on a random sample of closed cases to determine if case
8 documentation indicates consumers are being served according to standards
9 established by the Rehabilitation Act and agency policy. Staff will use the instrument
10 currently approved by the Director or designee and will report their findings to
11 appropriate staff on a regular schedule.

12 (2) Upon request and as other duties allow, conducting reviews of active cases or other
13 specialized reviews and will report their findings to appropriate staff within agreed-upon
14 deadlines.

15 (3) Participating in compliance reviews conducted by RSA as assigned. RSA staff will
16 be responsible for reporting the results of such reviews unless otherwise directed by the
17 Administrator for Process Improvement.

18 (4) Acting as subject matter experts in the area of case review, compliance and best
19 practices, including providing training as requested.

20 (c) **Confidentiality.** All activities of the Case Review Section will be conducted in a manner
21 to ensure the confidentiality of clients and staff.

CHAPTER 3. MANAGEMENT SERVICES DIVISION

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

2 ~~The purpose of this Chapter is to set forth the policies and procedures governing the~~
3 ~~operations of the Process Improvement Unit and its subsections, Program Standards, Case~~
4 ~~Review, and Policy, of the Department of Rehabilitation Services. The policies in this~~
5 ~~Chapter are promulgated under the authority of the Commission for Rehabilitation Services~~
6 ~~as established in 74 O.S., Section 166.1 et seq and the Administrative Procedures Act, 75~~
7 ~~O.S., Sections 250 et seq.~~

1 **612:3-5-2. Definitions [REVOKED]**

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

4 "**APA**" means the Administrative Procedures Act, 75 O.S., Sections 250 et seq.

5 "**Amendment**" means a revision to an existing Section of policy which adds, modifies,
6 or deletes characters, words, phrases, sentences, or punctuation.

7 "**Code**" means the Oklahoma Administrative Code, which is the official compilation of
8 codified rules authorized by 75 O.S., Section 256.

9 "**Codified**" means accepted for inclusion in the Oklahoma Administrative Code.

10 "**Emergency rule**" means a temporary rule promulgated because the agency
11 documents that the rule is needed to respond to an imminent peril to the preservation of the
12 public health, safety, welfare, or other compelling extraordinary circumstances.

13 "**OAC**" means the Oklahoma Administrative Code authorized by 75 O.S., Section 256.

14 "**OAR**" means the Office of Administrative Rules within the Office of the Secretary of
15 State. The OAR has primary responsibility for implementing the provisions of Article I of the
16 Administrative Procedures Act.

17 "**Proposed policy**" means a Department statement that implements, interprets, or
18 prescribes procedure or practice requirements of the Department that is ready for submittal
19 to the Oklahoma Commission for Rehabilitation Services.

20 "**Permanent rule**" means a rule which has been reviewed and approved by the
21 Governor and the Legislature prior to promulgation and implementation of the rule.

22 "**Proposed rule**" means an emergency or permanent rule prior to final adoption in
23 accordance with the APA.

24 "**Register**" means the publication maintained by the OAR which contains actions
25 concerning and contents of rules and executive orders, and known as the Oklahoma
26 Register.

27 "**Rule**" means any agency statement or group of related statements of general
28 applicability and future effect that implements, interprets, or prescribes law or policy, or
29 describes the procedure or practice requirements of the agency. The term includes the
30 amendment or revocation of an effective rule. The term does not include:

31 (A) the issuance, renewal, denial, suspension or revocation or other sanction of an
32 individual specific license;

33 (B) the approval, disapproval or prescription of rates;

34 (C) statements and memoranda concerning only the internal management of an
35 agency and not affecting private rights or procedures available to the public;

36 (D) declaratory rulings issued pursuant to 75 O.S., Section 306; or

37 (E) orders resulting from individual proceedings.

38 **"Rulemaking action"** means any procedure, except executive orders and local project
39 funding contract announcements, which must be published in the Register or Code under
40 the APA, including:

41 (A) ~~Notice of rulemaking intent.~~

42 (B) ~~Notice of canceled hearing or comment period.~~

43 (C) ~~Notice of continued hearing or comment period.~~

44 (D) ~~Final adoption of a new permanent rule or of a permanent amendment to or~~
45 ~~revocation of an existing rule.~~

46 (E) ~~Promulgation of a new emergency rule or of an emergency amendment to or~~
47 ~~emergency revocation of an existing permanent rule.~~

48 (F) ~~Submission of a permanent rule for gubernatorial and legislative review.~~

49 (G) ~~Approval of a permanent rule by the Governor.~~

50 (H) ~~Disapproval of a permanent rule by the Governor.~~

51 (I) ~~Disapproval of a rule by the Legislature.~~

52 (J) ~~Withdrawal of a rule from the rulemaking process.~~

53 (K) ~~Notice of error in published document.~~

54 **"Rulemaking entity"** means the board or commission, in this case the Oklahoma
55 Commission for Rehabilitation Services, authorized to adopt and promulgate rules as
56 defined in 75 O.S., Section 250.3(2).

1 **612:3-5-12. Policy [REVOKED]**

2 ~~(a) **Purpose of Policy.** Agency policy communicates the expected standards for staff~~
3 ~~conduct and provides the necessary direction for carrying out the agency's mission. The~~
4 ~~intent of policy is to provide a common basis for decision making so that individuals can~~
5 ~~expect equitable treatment when dealing with the agency. Our policy is a public document,~~
6 ~~maintained as part of the Oklahoma Administrative Code by the Office of Administrative~~
7 ~~Rules, in the Secretary of State's Office, so that the public will have the opportunity to know~~
8 ~~the mission of our program and how this agency intends to carry out that mission.~~

9 ~~(b) **DRS Staff Responsibility.** DRS staff are expected to be thoroughly familiar with~~
10 ~~agency policies pertaining to their conduct and program.~~

11 ~~(1) Supervisors and managers are responsible for ensuring that staff under their~~
12 ~~supervision are familiar with all policy and updates, and that their staff receive training~~
13 ~~on policy and updates.~~

14 ~~(2) Staff are expected to use professional judgment in conducting the agency's~~
15 ~~business. The policies of this agency are to inform and guide the professional judgment~~
16 ~~and conduct of staff. When a staff person needs guidance in making a decision, the first~~
17 ~~step is to consult agency policy.~~

18 ~~(c) **Process Improvement Policy Section Responsibility.** The Policy Section is charged~~
19 ~~with assuring that the Department complies with the Administrative Procedures Act. This~~
20 ~~responsibility includes:~~

21 ~~(1) Ensuring that all Department statements of general applicability and future effect~~
22 ~~that implement, interpret, or prescribe law or policy, or describe the procedures or~~
23 ~~practice requirements of the Department are promulgated in accordance with the APA.~~

24 ~~(2) That the public receives proper notice of the Department's intent to adopt, amend,~~
25 ~~or revoke rules so that opportunity is provided for public and consumer input during the~~
26 ~~rulemaking process.~~

27 ~~(3) Management of the promulgation process for the Department in an efficient and~~
28 ~~effective manner that complies with the APA.~~

29 ~~(4) The Administrator of the Process Improvement Unit, or designee, shall serve as the~~
30 ~~Department's liaison to the Office of Administrative Rules in the Office of the Secretary~~
31 ~~of State. The administrator will also designate a staff member to act in the capacity of~~
32 ~~back-up liaison.~~

33 ~~(5) The Administrator of the Process Improvement Unit, or designee, shall also serve as~~
34 ~~the attestation officer, as delegated by the Oklahoma Commission for Rehabilitation~~
35 ~~Services, for purposes of 75 O.S., Section 254. The administrator will also designate a~~
36 ~~staff member to act in the capacity of back-up attestation officer.~~

37 ~~(d) **Drafting of New or Revised Policy.** In compliance with the Administrative Procedures~~
38 ~~Act, new policy may be developed or an existing policy revised utilizing the following~~
39 ~~procedures:~~

40 ~~(1) Each Division Administrator, Unit Administrator, and School Superintendent is~~
41 ~~responsible for ensuring that Departmental policies for his or her program conform to the~~
42 ~~requirements of applicable statutes and regulations, and are effective in achieving their~~
43 ~~program's mission.~~

44 ~~(2) When a program administrator, or the Director, decides there is a need to draft new~~
45 ~~policy, or to amend existing policy,~~

46 ~~(A) The program administrator will initiate drafting content through whatever~~
47 ~~method deemed most effective by the administrator. Policy Section staff are~~
48 ~~available to provide guidance if requested.~~

49 ~~(B) The program administrator will provide to Policy Section staff the completed~~
50 ~~draft content, the reasons for changing the policy and any budgetary impact these~~
51 ~~changes may incur.~~

52 ~~(C) Policy Section staff will format the draft content in accordance with APA~~
53 ~~standards. Once drafted, Policy Section staff will consult with the program~~
54 ~~administrator concerning any needed revisions and produce a revised draft.~~

55 ~~(D) Revised draft policy will be distributed to Executive Team members for further~~
56 ~~review and response. Comments and suggestions for revision will be provided to~~
57 ~~the program administrator. The program administrator shall consider the comments~~
58 ~~and suggestions for inclusion and may revise the content again if appropriate.~~

59 ~~(E) The program administrator will provide the latest draft version to the Policy~~
60 ~~Section. Policy Section staff will provide this draft version to agency staff for~~
61 ~~comment.~~

62 ~~(F) Agency staff shall be notified via e-mail that draft policy is available for~~
63 ~~comment. The notification will include:~~

64 ~~(i) Identification and summary of the draft policy;~~

65 ~~(ii) General instructions on where the draft policy can be accessed;~~

66 ~~(iii) How to submit comments, and the due date for submission of comments,~~
67 ~~and;~~

68 ~~(iv) Where to direct questions about the draft policy.~~

69 ~~(G) Policy Section staff will collect and collate agency staff comments and develop~~
70 ~~a summary. The collated comments and the summary will be provided to the~~
71 ~~originating program administrator for consideration.~~

72 ~~(H) The program administrator will decide on what policy changes to make in~~
73 ~~response to the submitted comments, if any. The program administrator will also~~
74 ~~draft responses to the comments, which will at a minimum explain any instance in~~
75 ~~which staff recommendations were not adopted and will send the response to the~~
76 ~~Policy Section so it can be forwarded to the respective commentator.~~

77 ~~(I) Policy Section staff will work with the program administrator to finalize draft~~
78 ~~policy. This step will include a final check by the program administrator for~~
79 ~~consistency with existing policies, regulations, and applicable statutes. Policy~~
80 ~~Development staff will obtain authorization from the appropriate program~~
81 ~~administrator to proceed with promulgation of the draft policy.~~

82 ~~(J) When the draft policy pages are submitted to the Policy Section for~~
83 ~~promulgation, the draft policy is then referred to as proposed policy.~~

84 ~~(e) **Adoption of New or Revised Policy.** Proposed policy must be approved by the DRS~~
85 ~~Commission prior to submission for promulgation.~~

86 ~~(1) Policy Section staff will submit the proposed policy and/or notice, including~~
87 ~~executive summary and resolution, to the Director for review and to the Commission~~
88 ~~support staff by the established deadline for inclusion in the Commission meeting~~
89 ~~packet.~~

90 ~~(2) The originating administrator, with the assistance of the Administrator of Process~~
91 ~~Improvement, will be responsible for the presentation of proposed policy at the~~
92 ~~Commission meeting. Once proposed policies are presented to the Commission for~~
93 ~~approval their content will not be changed unless so ordered by the Commission.~~

94 ~~(3) Upon adoption of the proposed policy by the Commission, Policy Section staff will~~
95 ~~manage the promulgation process.~~

96 ~~(f) **Effective Dates of Policy Revisions.** The effective dates of policy revisions will be~~
97 ~~determined by the policy type.~~

98 ~~(1) The effective date will be noted on each page of the adopted policy. Whether~~
99 ~~internal management policies or administrative code, policies can only be applied~~
100 ~~prospectively from their effective date.~~

101 ~~(2) Internal management policies that do not fall under the APA become effective~~
102 ~~immediately upon adoption by the Commission.~~

103 ~~(3) Permanent rules become effective ten days after they are published in the~~
104 ~~Oklahoma Register pursuant to the APA. DRS permanent rules will usually be published~~
105 ~~following the legislative session. If a later date is specified in statute, or in the rules, the~~
106 ~~later date will become the effective date.~~

107 ~~(4) Emergency rules become effective immediately or at a stated date after certification~~
108 ~~by the Governor. The Governor has forty-five calendar days from the date rules are~~
109 ~~submitted to review them.~~

110 ~~(5) Policy Section staff will notify the appropriate Division Administrator,~~
111 ~~Superintendent, and the Director of approvals.~~

112 ~~(g) **Permanent Rules; Modification Limitations.** Once the Governor and Legislature~~
113 ~~have approved the rules, they may only be modified or revoked through the rulemaking~~
114 ~~process. The APA states that any agency shall not by internal policy, memorandum, or~~
115 ~~other action not otherwise authorized by the APA:~~

116 ~~(1) amend, interpret, implement or repeal a statute or a rule;~~

117 ~~(2) expand upon or limit a statute or rule; and;~~

118 ~~(3) except as authorized by the Constitution of the United States, the Oklahoma~~
119 ~~Constitution or a statute, expand or limit a right guaranteed by the Constitution of the~~
120 ~~United States, the Oklahoma Constitution, a statute, or a rule.~~

121 ~~(h) **Petition Requesting Promulgation.** Per the APA, any interested person or group may~~
122 ~~petition the Department requesting the promulgation, amendment, or repeal of a rule.~~

123 ~~(1) The petition must be submitted in writing to the Director of the Department of~~
124 ~~Rehabilitation Services at the Department's state office. A request to amend or repeal a~~
125 ~~rule will include a copy of the rule in question.~~

126 ~~(2) The Department shall act upon such a request within a reasonable time period;~~
127 ~~however, if the Department does not initiate rulemaking proceedings within 30 calendar~~
128 ~~days of receiving the request, the petition will be considered to have been denied.~~

1 **612:3-5-29. Program Standards [REVOKED]**

2 ~~(a) **Purpose of Program Standards.** The purpose of the Program Standards Section is to~~
3 ~~inform agency strategic decision-making and support agency programs through the use of~~
4 ~~research, statistical analysis, program evaluation and process improvement methodologies~~
5 ~~aimed at improving programmatic outcomes.~~

6 ~~(b) **Responsibilities of Program Standards.** Program Standards staff are charged with~~
7 ~~supporting agency programs by:~~

8 ~~(1) Conducting studies and surveys of agency staff, clients and the public to determine~~
9 ~~opinions and needs regarding agency programs;~~

10 ~~(2) Analyzing statistical data collected either by the agency or obtained from recognized~~
11 ~~external data sources regarding client demographics, behavior, participation, needs and~~
12 ~~outcomes to inform program administrators and agency leadership;~~

13 ~~(3) Applying program evaluation methodologies to agency programs, either formative or~~
14 ~~summative, focused on process/implementation fidelity, outcomes/performance~~
15 ~~measures, or cost effectiveness/efficiency;~~

16 ~~(4) Through the use of Lean and Six Sigma methodologies, facilitating work groups to~~
17 ~~analyze and streamline business processes, identify and correct areas of programmatic~~
18 ~~concern, and improve effectiveness and efficiency of programmatic flow;~~

19 ~~(5) Verifying, cleaning and reporting data to the Rehabilitations Services Administration~~
20 ~~as required by federal regulation;~~

21 ~~(6) Participating, as required, in external auditing procedures by state or federal~~
22 ~~entities;~~

23 ~~(7) Monitoring programmatic outcomes for report to program and agency leadership.~~

24 ~~(c) **Federal Data Reporting.** Federal regulation requires the reporting of data to RSA on a~~
25 ~~periodic basis.~~

26 ~~(1) Data will be cleaned, verified, and if necessary, corrected prior to submission.~~

27 ~~(2) Federal reports will be submitted prior to or on the deadline date specified by RSA.~~

28 ~~(3) The Administrator of Process Improvement, or designee, shall serve as the data~~
29 ~~submission liaison with RSA. The administrator shall designate a backup staff member~~
30 ~~from Program Standards to fulfill federal reporting standards in the absence of the~~
31 ~~primary liaison.~~

32 ~~(d) **Confidentiality.** All activities of the Program Standards Section will be conducted in a~~
33 ~~manner to ensure the confidentiality of participants.~~

1 **612:3-5-35. Case Review [REVOKED]**

2 ~~(a) **Purpose.** The purpose of the Case Review Section is to conduct evaluations on~~
3 ~~programmatic case documentation to ensure compliance with federal regulation and to~~
4 ~~enhance agency effectiveness.~~

5 ~~(b) **Case Review Responsibilities.** Case Review staff are charged with the following~~
6 ~~responsibilities:~~

7 ~~(1) Conducting reviews on a random sample of closed cases to determine if case~~
8 ~~documentation indicates consumers are being served according to standards~~
9 ~~established by the Rehabilitation Act and agency policy. Staff will use the instrument~~
10 ~~currently approved by the Director or designee and will report their findings to~~
11 ~~appropriate staff on a regular schedule.~~

12 ~~(2) Upon request and as other duties allow, conducting reviews of active cases or other~~
13 ~~specialized reviews and will report their findings to appropriate staff within agreed-upon~~
14 ~~deadlines.~~

15 ~~(3) Participating in compliance reviews conducted by RSA as assigned. RSA staff will~~
16 ~~be responsible for reporting the results of such reviews unless otherwise directed by the~~
17 ~~Administrator for Process Improvement.~~

18 ~~(4) Acting as subject matter experts in the area of case review, compliance and best~~
19 ~~practices, including providing training as requested.~~

20 ~~(c) **Confidentiality.** All activities of the Case Review Section will be conducted in a manner~~
21 ~~to ensure the confidentiality of clients and staff.~~

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

1 **612:10-1-1. Purpose [AMENDED]**

2 The purpose of this Chapter is to set forth rules for the provision of services provided by
3 the Division of Vocational Rehabilitation and the Division of ~~Visual~~ Visual Services for the Blind and
4 Visually Impaired.

1

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

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

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

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

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

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

32 "**Client/Consumer**" means an individual found eligible and receiving services under the
33 Act.

34 "**Clubhouse model**" means a psychosocial and vocational approach to work
35 adjustment for people with mental illness. The work-ordered day is a core element of the
36 clubhouse, which focuses on strengths, talents and abilities. Work in the clubhouse helps
37 members develop appropriate social skills and gain self-worth, purpose, and confidence.
38 The clubhouse enables members to return to the workforce and achieve employment
39 outcomes.

40 "**Community rehabilitation program**" (CRP) means a program that directly provides
41 or facilitates the provision of vocational rehabilitation services to individuals with disabilities,

42 and provides singly or in combination, services for an individual with a disability to enable
43 the individual to maximize opportunities for employment, including career advancement.

44 "**Comparable services and benefits**" means services that are provided or paid for in
45 whole or in part by other Federal, state or local public agencies, health insurance or
46 employee benefits, and are available to the individual at the time needed to further the
47 progress of the individual toward achieving his/her identified employment outcome.

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

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

57 "**Consumer Independence Support Services (CISS)** are defined as providing
58 independent living assessment, intensive counseling, community integration, and housing
59 modifications to further assist consumers with severe disabilities in achieving independence.

60 "**Continuity of Services**" means once an individual is selected for services in
61 accordance with policy, regardless of the priority category from which the individual was
62 selected, the individual will receive the necessary purchased services, including post-
63 employment services.

64 "**Counselor**" means the qualified rehabilitation professional, who is an employee of the
65 designated state unit, and who has primary responsibility for the management of an
66 individual's rehabilitation services case record, including determination of eligibility, service
67 planning and management, counseling and guidance, and determination of successful or
68 unsuccessful rehabilitation. Counselor is equivalent to such terms as ~~VR/VS~~ VR/SBVI
69 Specialist and ~~VR/VS~~ VR/SBVI Coordinator.

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

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

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

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

79 "**DVS**" "**DSBVI**" means the Division of ~~Visual~~ Visual Services for the Blind and Visually
80 Impaired.

81 "**Eligibility**" or "**Eligible**" means:

82 (A) when used in relation to an individual's qualification for Vocational Rehabilitation
83 services, a determination that the individual has a physical or mental impairment

84 which for such individual constitutes or results in a substantial impediment to
85 employment; can benefit in terms of an employment outcome from rehabilitation
86 services; and requires vocational rehabilitation services to prepare for, secure,
87 retain, advance in or regain employment;

88 (B) when used in relation to an individual's qualification for Supported Employment
89 services, a determination that the individual is eligible for Vocational Rehabilitation
90 services; is an individual with the most significant disabilities (priority group one);
91 and

92 (i) for whom competitive employment has not traditionally occurred; or

93 (ii) for whom competitive employment has been interrupted or intermittent as a
94 result of a significant disability; and

95 (iii) who, because of the nature and severity of their disability, need intensive
96 supported employment services, and extended services after the transition from
97 intensive supported employment services, in order to perform such work;

98 (C) when used in relation to an individual's qualification for Rehabilitation Teaching
99 services, a finding that an individual is legally and/or functionally blind, has a rapidly
100 progressive eye condition; or has a visual impairment that with or without secondary
101 disabilities results in functional visual limitations; the individual has identifiable
102 deficiencies in independent living due to disabilities; and it is expected services will
103 improve the individual's independence in the home and community.

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
113 federal rule, a designated State unit may continue services to individuals with
114 uncompensated employment goals on their approved individualized plans for employment
115 prior to the effective date of the final federal regulations until June 30, 2017, unless a longer
116 period of time is required based on the needs of the individual with the disability, as
117 documented in 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 are not provided expeditiously.

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

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

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

143 **"Highly challenged"** describes a client receiving supported employment services who,
144 due to the nature of the disability, requires a greater level of support from the job coach to
145 achieve and maintain employment.

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

148 **"Independent Living (IL) Core Services"** is defined as information and referral
149 services; independent living skills training; peer counseling; individual and systems
150 advocacy; and services that facilitate the transition of individuals with significant disabilities
151 from institutions to community-based residences, assist individuals at risk of entering
152 institutions to remain living in the community, and assist the transition to postsecondary life
153 for youth with significant disabilities who were eligible for special education and are no
154 longer in school.

155 **"Independent Living Services"** as defined in the Rehabilitation Act, 29 USC Section
156 705 (17) and (18), include IL core services and counseling, housing procurement and
157 modifications, personal assistance, mobility training, rehabilitation technology, life skills
158 training, interpreters, readers, transportation, community integration, supported living,
159 physical rehabilitation, aids and devices, social and recreational opportunities, and other
160 services that are necessary and not inconsistent with the Act's provisions related to
161 independent living.

162 **"Individual with a disability"** means an individual having one or more physical or
163 mental conditions which materially limits, contributes to limiting or, if not corrected, will
164 probably result in limiting an individual's employment activities or vocational functioning.

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

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

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

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

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

187 **"Individual with the most significant disability"** means an individual with a disability:

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

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

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

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 in which applicants or eligible individuals interact with non-disabled
209 individuals, other than non-disabled individuals who are providing services to those
210 applicants or eligible individuals, to the same extent that non-disabled individuals in
211 comparable positions interact with other persons.

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

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

216 **"Job Club"** is a structured learning experience for a client to build skills in self-
217 assessment, resume development, job search and research strategies, and interview
218 techniques to assist the person to enter a career of their choice.

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

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

226 **"Maintenance"** is a service provided to assist with the out-of-ordinary or extra
227 expenses to the individual resulting from and needed to support the individual's participation
228 in diagnostic, evaluative, or other substantial services in the IPE. Activities of Daily Living
229 (ADL) expenses are not eligible for maintenance payments.

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

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

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

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

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

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

256 **"Package of services"** means several services which are usually provided together for
257 the same purpose. The services in a package are usually, but not always, from the same
258 category of services (see definition of multiple services, this section). Examples include, but

259 are not limited to: surgery, anesthesia, and hospitalization; or personal computer, software,
260 and peripheral equipment.

261 **"Personal assistance services"** means a range of services provided by one or more
262 persons designed to assist an individual with a disability to perform daily living activities on
263 or off the job that the individual would typically perform without assistance if the individual
264 did not have a disability.

265 **"Physical and mental restoration services"** means services which are necessary to
266 correct or substantially modify a physical or mental condition which is stable or slowly
267 progressive, within a reasonable period of time.

268 **"Physical or mental disability"** means a physical or mental condition which, if not
269 corrected, materially limits, contributes to limiting or will result in limiting an individual's
270 activities or functioning.

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

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

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

276 **"Related factors"** means those factors which are not directly attributable to the
277 impediment to employment, but which have impact on the potential for successful
278 rehabilitation. They frequently become evident only from an assessment of the person's
279 social, vocational, educational, and environmental circumstances.

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

282 **"Section 504 Plan"** is a plan designed as a protection for students with disabilities who
283 may not be considered eligible for special education under IDEA in compliance with Section
284 504 of the Rehabilitation Act of 1973 as amended.

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

293 **"Stabilization"** means the period of time when job coach support is reduced to the
294 long-term maintenance level while the individual retains employment, and personal
295 satisfaction with the job, as well as employer satisfaction with the person's job performance.
296 Stabilization must include appropriate individualized supports, including a minimum of two
297 employee contacts and one employer contact per month.

298 **"Substantial impediment to employment"** means that a physical or mental disability
299 (in the light of related medical, psychological, vocational, educational, cultural, social or
300 environmental factors) that impedes an individual's occupational performance, by preventing

301 his/her obtaining, retaining, or preparing for a gainful occupation consistent with his/her
302 capacities and abilities.

303 **"Supported employment"** (SE) means competitive integrated employment, including
304 customized employment, or employment in integrated work settings in which individuals are
305 working on a short-term basis toward competitive work, consistent with the strengths,
306 resources, priorities, concerns, abilities, capabilities, interests, and informed choice of the
307 individuals, for individuals with the most significant disabilities who meet the eligibility criteria
308 for supported employment as defined in 34 CFR 361.5(c)(53). For purposes of this
309 definition, "short-term basis" shall mean six months or up to 12 months in limited
310 circumstances as described in 34 CFR 361.5(c)(53).

311 **"Transition services"** means, for a student or a youth with a disability, a coordinated
312 set of activities designed within an outcome-oriented process that promotes movement from
313 school to post-school activities, including postsecondary education, vocational training,
314 competitive integrated employment, supported employment, continuing and adult education,
315 adult services, independent living, or community participation. Transition services (1) are
316 based upon the individual student's or youth's needs, preferences and interests; (2) include
317 instruction, community experiences, the development of employment and other post-school
318 adult living objectives, and, if appropriate, acquisition of daily living skills and functional
319 vocational evaluation; (3) promote or facilitate the achievement of the employment outcome
320 identified in the student's or youth's individualized plan for employment; and (4) include
321 outreach to and engagement of the parents, or, as appropriate, the representative of such a
322 student or youth with a disability.

323 **"Transportation"** is a service provided to assist with the costs of travel, including
324 instruction in the use of public transportation vehicles and systems, which result from and
325 are needed to support the individual's participation in diagnostic, evaluative, or other
326 substantial and necessary VR services.

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

329 ~~**"VS"** means the Division of Visual Services, depending upon the context.~~

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 ~~Visual Services for the Blind and Visually Impaired~~
4 ~~(DVS)~~ (DSBVI) is to empower individuals with disabilities to maximize employment,
5 economic self-sufficiency, independence, and inclusion and integration into society through
6 comprehensive programs of vocational rehabilitation. Vocational rehabilitation programs are
7 designed to assess, plan, develop and provide vocational rehabilitation services for
8 individuals with disabilities, consistent with their strengths, resources, priorities, concerns,
9 abilities, capabilities, interests and informed choice, so that they may prepare for and
10 engage in gainful employment (34 CFR 361.1 (b)).

11 (b) **Basic philosophy.** DVR and ~~DVS~~ DSBVI vocational rehabilitation programs are carried
12 out in accordance with the principles stated in Section 100 (3) of the Rehabilitation Act
13 including,

14 (1) Individuals with disabilities, including individuals with the most significant disabilities,
15 are generally presumed to be capable of engaging in gainful employment and the
16 provision of individualized vocational rehabilitation services can improve their ability to
17 become gainfully employed.

18 (2) Individuals with disabilities must be provided the opportunities to obtain gainful
19 employment in integrated settings.

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

22 (4) Qualified vocational rehabilitation counselors and other qualified and specialized
23 rehabilitation personnel are necessary to facilitate the accomplishment of the
24 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 ~~DVS~~ DSBVI staff or to replace the staff's use of good judgment. In
4 individual cases an exception from basic procedures may be requested. Authority to
5 approve certain deviations from standard procedure rests with the division administrator.
6 Authority to approve certain procedural exceptions has been delegated to program
7 managers and field coordinators. Only those exceptions stated in rule may be applied to
8 rules.

1

1 **612:10-1-3.2 Pilot projects [AMENDED]**

2 The purpose of pilot projects is to allow the Divisions of Vocational Rehabilitation and
3 ~~Visual Services for the Blind and Visually Impaired~~ to design and evaluate service delivery
4 innovations on a scale that will provide for an effective trial without being disruptive to the
5 entire organization. Such pilot projects might include trials of innovative policies, standards,
6 and/or procedures.

7 (1) **Authorization of pilot projects.** The Division Administrator may approve
8 applications for pilot projects after review and approval of the pilot by the ~~DVR/DVS~~
9 DVR/DSBVI Management Team. Approval of an application for a pilot project by the
10 Division Administrator will constitute authority to implement the pilot project for a length
11 of time to be specified by the Division Administrator. The Division Administrator can
12 terminate the pilot project at any time prior to the specified project duration. The pilot
13 project may not be extended beyond the originally approved time period.

14 (2) **Effect of DRS policy on pilot projects.** The Director of the Department of
15 Rehabilitation Services may waive the applicability of specified departmental policies
16 when necessary to implement a meaningful trial of the approved pilot project. The
17 waiver will apply only to the pilot project specified by the Director, and will be effective
18 only for the duration of the pilot project. The waiver will end immediately upon
19 termination or completion of the model project.

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

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

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

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

- 41 (1) Psychological, psychiatric, mental health and substance abuse treatment records
42 and information from psychological, psychiatric, mental health and substance abuse
43 treatment practitioners may only be obtained provided the requirements of Section 1-
44 109 of Title 43A of the Oklahoma Statutes are met. Under these circumstances, refer
45 the individual, or the individual's representative, to the treating health professional.

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

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

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

62 (e) **Release of information to other programs or authorities.** Paragraphs (1) through (4)
63 of this Subsection provide the rules governing release of personal information to other
64 programs or authorities.

65 (1) Upon receiving the informed written consent of the individual, or the individual's
66 representative, information may be released to another agency or organization. Only
67 that information that would be released to the involved individual, or the individual's
68 representative will be released, and only to the extent that the other program or
69 organization demonstrates that the information requested is necessary for its program. 1

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

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

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

77 (f) **Release of information for audit, evaluation or research.** Personal information may
78 be released to an organization, agency, or individual engaged in audit, evaluation, or
79 research, only:

80 (1) for the purposes directly connected with the administration of the DVR or ~~DVS~~
81 DSBVI program;

82 (2) for purposes which would significantly improve the quality of life for persons with
83 disabilities; and

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

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

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

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

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

90 (E) The final product will not reveal any personal identifying information without the
91 informed written consent of the involved individual or the individual's representative.

92 [34CFR361.38]

1 **612:10-1-6. Due process [AMENDED]**

2 (a) **Notification of rights to due process.** Any applicant or client of DVR or ~~DVS~~ DSBVI
3 dissatisfied with a determination that affects the provision of vocational rehabilitation
4 services may request a timely review of the determination. Each applicant or client, or as
5 appropriate, the individual's authorized representative will be informed of:

6 (1) the right to get decisions regarding the individual's case reviewed by an impartial
7 hearing officer;

8 (2) the right to pursue mediation on decisions regarding the individual's case;

9 (3) the names and addresses of individuals with whom requests for mediation or due
10 process hearings may be filed;

11 (4) the manner in which a mediator or impartial hearing officer may be selected; and

12 (5) the availability of assistance from the client assistance program.

13 (b) **When notification of rights to due process is required.** The notifications specified in
14 (a) shall be provided in writing, and in appropriate accessible format:

15 (1) at the time an individual applies for VR services;

16 (2) at the time an individual is assigned to the State's order of selection;

17 (3) at the time the Individualized Plan for Employment is developed; and

18 (4) upon reduction, suspension, or cessation of VR services for the individual.

19 (c) **Client Assistance Program (CAP).** The purpose of the Client Assistance Program
20 (CAP) as described in this Section is to provide assistance with informing and advising
21 clients and applicants of all available benefits under the Rehabilitation Act. When requested
22 by clients and applicants, CAP will assist them in their relationships with projects, programs,
23 and Community Rehabilitation Programs providing services to them under the Act.

24 (1) The Oklahoma CAP has the authority to pursue legal, administrative and other
25 appropriate remedies to ensure the protection of the rights of individuals with disabilities
26 who are receiving treatment, services or rehabilitation under the Act within the State.

27 (2) Vocational Rehabilitation agencies are required by Federal statute to advise all
28 clients and applicants of the existence of CAP, the services provided by the program,
29 and how to contact the program. A brochure is provided to each individual at the time of
30 application and development of the IPE.

31 (3) Counselors must assure clients and applicants have access to CAP without fear of
32 reprisal and are not pressured against or otherwise discouraged from using CAP
33 services.

34 (4) The CAP staff members will provide the following services:

35 (A) Helping clients or applicants to understand rehabilitation service programs
36 under the Act;

37 (B) Advising clients or applicants of benefits available to them through rehabilitation
38 programs authorized under the Act and their rights and responsibilities in connection
39 with those benefits;

40 (C) Otherwise assisting clients and applicants in their relationships with projects,
41 programs, and Community Rehabilitation Programs providing rehabilitation services
42 under the Act;

43 (D) Helping clients or applicants by pursuing or assisting them in pursuing legal,
44 administrative, and other available remedies when necessary to ensure the
45 protection of their rights under the Act;

46 (E) Advising State and other agencies of identified problem areas in the delivery of
47 rehabilitation services to individuals with disabilities and suggesting methods and
48 means of improving agency performance; and

49 (F) Providing information to the public concerning the CAP and Title I of the ADA.

50 (5) Clients may be referred to CAP by any one of the following:

51 (A) The client's counselor;

52 (B) Other DRS representative;

53 (C) Office of Handicapped Concerns' Hotline;

54 (D) Self;

55 (E) Any other interested party.

56 (6) Every client or applicant has the right to protection of information provided by
57 him/her from unauthorized or indiscriminate disclosure. DVR and ~~DVS~~ DSBVI will
58 provide CAP officials information regarding an individual's case in accordance with
59 612:10-1-5 and applicable Federal law and regulations.

60 (7) The CAP staff will make periodic field visits to facilitate CAP's availability to clients
61 or applicants who cannot travel to Oklahoma City.

62 (d) **Supervisory review.** DVR and ~~DVS~~ DSBVI use a supervisory review process to resolve
63 disagreements as close to the field service delivery level as possible. The objective of the
64 supervisory review process is a timely resolution of disagreements, and is not to be used to
65 delay or deny a fair hearing before a hearing officer or the services of an impartial mediator.
66 The supervisory review of a counselor determination starts the 60 day time period
67 established under (f)(5) of this Section. The request for a fair hearing is submitted at this
68 time in accordance with (f)(2) of this Section.

69 (1) The supervisory review is usually conducted by the program manager. If the
70 program manager was involved in the disputed determination, the field coordinator
71 conducts the administrative review. If the field coordinator was involved in the disputed
72 determination, the division administrator conducts the administrative review.

73 (2) The decision that results from the administrative review will be stated in a letter to
74 the individual, or to the individual's representative, with copies to the case record, the
75 program manager, and the hearings coordinator. The letter will identify the individual,
76 case number, caseload, and office location. The body of the letter will state the reason

77 for the administrative review and the decision resulting from that review. If the
78 administrative review resolves the disagreement, the Withdrawal of Request for Hearing
79 form must be submitted with the copy of the letter that is sent to the hearings
80 coordinator.

81 (e) **Mediation.** Whenever a fair hearing is requested under this Section, mediation shall be
82 offered as an option to resolve a disputed decision. DRS uses the voluntary mediation
83 services of the Oklahoma Supreme Court. The supervisor will arrange for a mediator with
84 the Early Settlement Center that is most convenient to the consumer upon receipt of a
85 request for mediation. DRS will bear the cost of the mediation. The mediation session will be
86 scheduled in a timely manner. An agreement reached by the parties to the dispute in the
87 mediation will be set forth in writing. Discussions that occur during the mediation process will
88 be confidential and may not be used as evidence in any subsequent due process hearing or
89 civil proceeding. Should the dispute be resolved through mediation, a withdrawal of request
90 for hearing must be submitted to the hearings coordinator. The parties to the mediation may
91 be required to sign a confidentiality pledge prior to commencement of the process. Nothing
92 in this Subsection shall be construed to preclude the parties from informally resolving the
93 dispute. The Departmental representative attending the mediation must be the individual
94 who has final decision making authority for the question in dispute. The mediation:

95 (1) must be entered into voluntarily by all parties;

96 (2) is not used to deny or delay the hearing or any other right; and

97 (3) Is conducted by a qualified and impartial mediator.

98 (f) **Fair hearing process.** The fair hearing process will be conducted in accordance with (1)
99 through (10) of this Subsection.

100 (1) **Services under IPE to continue.** No services being provided under the IPE shall
101 be stopped, delayed, or reduced by the Department pending a final resolution of a
102 requested hearing unless so requested by the individual or individual's authorized
103 representative; or the service was obtained through misrepresentation, fraud, collusion,
104 or criminal conduct on the part of the individual with disabilities.

105 (2) **Request for a fair hearing.** The individual has 30 calendar days following the date
106 on the notice of the adverse decision to request a fair hearing.

107 (A) The individual requesting a fair hearing, may submit it to the local office, or may
108 send it directly to the hearings coordinator in State Office. DVR and ~~DVS~~ DSBVI
109 staff will assist the individual in completing this form and with preparation of
110 evidence from the case record in conformance with 612:10-1-5, if so requested.

111 (B) DVR and ~~DVS~~ DSBVI staff will immediately notify their supervisor of the request
112 for a fair hearing so that the administrative review can be started by the appropriate
113 staff person. The completed Hearing Summary form, a copy of the notice of the
114 adverse decision, and all supporting materials to be used in the hearing must be
115 sent to the hearings coordinator as soon as possible. If a request for a fair hearing is
116 submitted to the local office, staff will immediately forward it with the other materials.

117 (C) Prior to the actual fair hearing, the hearings coordinator will provide copies of
118 materials the agency will use in the fair hearing to the individual and/or the
119 individual's representative in conformance with 612:10-1-5.

120 (3) **Withdrawal of request for a fair hearing.** The individual, or the individual's
121 representative, may submit a withdrawal of request for hearing any time following the
122 submission of a request for a fair hearing up to the time the hearing is actually held. If
123 the issue is resolved prior to the fair hearing, the individual, or the individual's
124 representative, must submit a Withdrawal of Request for Hearing to end the fair hearing
125 process.

126 (4) **Selection of impartial hearing officer.** The hearings coordinator will select an
127 impartial hearing officer from a list of qualified impartial hearing officers maintained and
128 identified by the State unit. Once selected, the impartial hearing officer will assume
129 responsibility for arranging and conducting the fair hearing with the assistance of
130 agency staff as necessary. The hearings coordinator will be apprised of events in the
131 hearing process, and will be provided copies of all correspondence.

132 (A) Selections will be made randomly; or by agreement between the director of the
133 designated State unit and the applicant or eligible individual or, as appropriate, the
134 individual's representative; from the list of available impartial hearing officers. The
135 hearings coordinator will forward all relevant materials to the assigned impartial
136 hearing officer.

137 (B) The impartial hearing officer will send written notice of the fair hearing to all
138 parties involved. The written notice of the fair hearing will include the name,
139 address, and a brief vita of the impartial hearing officer.

140 (C) The individual may request a different impartial hearing officer based upon
141 presented evidence that a conflict of interest exists consistent with Section 7 (16) of
142 the Rehabilitation Act and 34 CFR 361.5(b)(25). A request for a different impartial
143 hearing officer must be made within five days of receiving the fair hearing notice.

144 (5) **Scheduling of the fair hearing.** The fair hearing must be held within 60 calendar
145 days from the date the request for a fair hearing is received, unless the issue is resolved
146 prior to the 60th day or the parties agree to a specific extension of time. The
147 administrative review must be conducted and concluded within the same 60 days.
148 Delays or continuances will not be given for the purpose of extending the provision of
149 services. Any agreement to an extension of time must be formalized in writing.

150 (6) **Consumer's participation in hearing.** At a fair hearing, the individual, or the
151 individual's representative, is afforded the opportunity to:

152 (A) present additional evidence, information, and witnesses to the impartial hearing
153 officer;

154 (B) be represented by counsel or other advocate selected by the applicant or
155 eligible individual; and

156 (C) examine all witnesses and other relevant sources of information and evidence.

157 (7) **Agency staff attendance.** Professional staff involved in the disputed determination
158 will appear at the hearing to provide appropriate information and evidence and
159 testimony. Other staff will appear as directed.

160 (8) **Order of proceedings in the fair hearing.** The Impartial Hearing Officer will
161 conduct the fair hearing in accordance with State laws regarding conduct of individual
162 proceedings before an agency, and applicable Federal laws and regulations. Although

163 the order of proceedings is at the discretion of the Hearing Officer, generally, the fair
164 hearing follows this order of proceedings:

- 165 (A) presentation, arguments, and disposition of all preliminary motions and matters;
- 166 (B) opening statements;
- 167 (C) information and evidence presented by the agency;
- 168 (D) evidence presented by the grievant;
- 169 (E) rebuttal by either or both sides;
- 170 (F) closing statements by the grievant;
- 171 (G) closing statements by the agency; and
- 172 (H) rebuttal by grievant.

173 (9) **Decision.** The hearing officer makes a decision based on the provisions of the
174 approved State Plan, the Act, Federal vocational rehabilitation regulations, and State
175 regulations and policies that are consistent with Federal requirements and on whether
176 or not the counselor properly applied rules. The hearing officer does not have the
177 authority to rule upon the legality of DRS rules that are consistent with Federal
178 requirements. A decision made after a fair hearing shall be final, unless a party to the
179 fair hearing requests a review under Paragraph (10) of this Subsection. The hearing
180 officer provides the individual, or the individual's representative, and the hearings
181 coordinator a full written report of the findings and grounds for the decision within 30
182 days of the completion of the hearing. The hearings coordinator will immediately forward
183 the decision to the Director of DRS. The impartial hearing officer may make one of
184 several decisions, which include, but are not limited to:

- 185 (A) finding in favor of the grievant;
- 186 (B) upholding the determination or action of the agency;
- 187 (C) accepting a withdrawal of the appeal confirmed in writing signed by the
188 grievant, or the grievant's representative; or
- 189 (D) accepting a settlement of the issues agreed to by the grievant and the agency
190 which must include a written withdrawal of request for a hearing.

191 (10) **Review of impartial hearing officer's decision.** Any party involved in a fair
192 hearing may request an impartial review of the impartial hearing officer's decision within
193 20 calendar days of that decision. This review will be conducted by the Governor or the
194 Governor's designee to whom DRS is assigned. The review will be conducted in
195 accordance with the standards in (A) through (E) of this paragraph:

- 196 (A) The Governor or the Governor's designee will not delegate responsibility for this
197 review to any officer or employee of DRS.
- 198 (B) The Governor or the Governor's designee will provide an opportunity for the
199 submission of additional evidence and information relevant to a final decision
200 concerning the matter under review.

201 (C) The Governor or the Governor's designee will make a final decision within 30
202 days of the request for administrative review. The decision will be provided to all
203 parties, and/or to the parties' authorized representatives, in writing. The written
204 decision will include a full report of the findings, and the grounds for the decision.

205 (D) The Governor or the Governor's designee cannot overturn or modify a decision,
206 or part of a decision, made by an impartial hearing officer that supports the position
207 of the individual unless the Governor or the Governor's designee concludes, based
208 upon clear and convincing evidence, that the decision of the hearing officer is
209 clearly erroneous on the basis of being contrary to the approved State plan, the Act,
210 Federal vocational rehabilitation regulations, or State regulations and policies that
211 are consistent with Federal requirements. The Governor or the Governor's designee
212 will apply the standards presented in (i) through (iii) of this Subparagraph when
213 conducting the review of the hearing officer's decision.

214 (i) The hearing officer's decision shall not be arbitrary, capricious, an abuse of
215 discretion, or otherwise unreasonable.

216 (ii) The hearing officer's decision shall be supported by substantial findings of
217 fact.

218 (iii) In reaching the initial decision, the impartial hearing officer shall correctly
219 apply Federal and State law, regulation, agency policy, and the approved State
220 Plan as they pertain to the specific issue in question.

221 (E) A decision made under this Paragraph shall be final unless a party involved in
222 the hearing brings a civil action.

223 (g) **Civil proceedings.** Any party aggrieved by a final decision of an impartial hearing
224 officer, or by the Governor or the Governor's designee, may bring a civil action for review of
225 the decision. The action may be brought in any State court of competent jurisdiction or in a
226 district court of the United States of competent jurisdiction without regard to the amount in
227 controversy. If a party brings a civil action, the final decision of the impartial hearing officer,
228 or of the Governor or the Governor's designee, shall be implemented pending review by the
229 court. In any action brought under this Subsection, the court:

230 (1) shall receive the records relating to the hearing, and the records relating to any
231 review conducted under (f)(10), if applicable;

232 (2) shall hear additional evidence at the request of a party to the action; and

233 (3) basing the decision of the court on the preponderance of the evidence, shall grant
234 such relief as the court determines to be appropriate. [29 USC 722]

235 (h) **Standards for impartial hearing officers.** In addition to qualifications required in a
236 contract with the Department, an impartial hearing officer must meet the standards set forth
237 in (1) through (6) of this Subsection:

238 (1) cannot be an employee of a public agency (other than an administrative law judge,
239 hearing examiner, or employee of an institution of higher learning);

240 (2) cannot be a member of the Oklahoma Rehabilitation Council;

241 (3) has not been involved previously in the vocational rehabilitation of the applicant or
242 eligible individual;

243 (4) must have knowledge of the delivery of vocational rehabilitation services, the State
244 plan required under Section 101 of the Act, and the Federal and State rules governing
245 the provision of such services and training with respect to the performance of official
246 duties;

247 (5) must have no personal, professional or financial interest that would be in conflict
248 with the objectivity of the impartial hearing officer; and

249 (6) must have successfully completed impartial hearing officer training presented by
250 DRS.

251 (i) **Standards for impartial mediators.** In addition to qualifications required in a contract
252 with the Department, an impartial mediator:

253 (1) will be trained and certified or licensed in effective mediation techniques;

254 (2) will not be an employee of a public agency (other than an Administrative Law Judge,
255 hearing examiner, employee of a State Office of Mediators, or employee of an institution
256 of higher education);

257 (3) will not be a member of the Oklahoma Rehabilitation Council;

258 (4) must be knowledgeable in laws and regulations relating to the provision of VR
259 services;

260 (5) has not been involved previously in the vocational rehabilitation of the applicant or
261 eligible individual; and

262 (6) must have no personal, professional or financial interest that would be in conflict
263 with the impartiality of the mediator.

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 ~~DVS~~ DSBVI staff, in accordance with (g) and (h) of
26 this Section, approves the claim, then forwards it to the DRS Financial Services Division.
27 When a vendor does not abide by the authorization or written purchasing agreement or bills
28 and accepts fees from the client in addition to those agreed upon, the rehabilitation
29 professional will bring this to the immediate attention of the supervisor for action by the
30 administration. The vendor will not be used for further rehabilitation services until agreement
31 to discontinue the objectionable practice is reached.

32 (b) Since the Department is a state-federal agency, it does not pay sales, excise, or
33 transportation taxes.

34 (c) All claims for medical and/or nonmedical client services must be filed on claim forms
35 approved by the Department. When the provision of an authorization is fulfilled, payment for
36 the authorized client services constitutes payment in full. The client will not have any
37 financial liability other than the amount required of clients who must participate in the cost of
38 the service provided. The individual is liable for services he/she arranged which were not
39 planned and initiated under the auspices of DRS. When DVR and ~~DVS~~ DSBVI funds are
40 used to supplement third party medical resources, participation cannot exceed the
41 difference between the third-party payment and the Department's established schedule.

42 (d) The client must transfer, assign, or authorize payments to the Department of any and all
43 claims against Health Insurance or Liability Insurance companies or other third parties, to
44 the full extent of all payments for medical services made by the Department.

45 (e) The Department retains right and title to any tools, equipment, durable medical
46 equipment, or other goods costing \$500 or more purchased with DVR and ~~DVS~~ DSBVI
47 funds, until and unless such goods are released to the client. Upon delivery of any such
48 goods to the client, a Receipt for Equipment and Title Agreement must be completed and
49 approved.

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

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

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

64 (f) When the rehabilitation professional determines an authorization or portion of an
65 authorization will not be utilized, procedures to cancel the remaining services will be
66 completed. Before the case is closed, all unliquidated authorizations must be canceled or
67 accounted for to determine if a claim will be made against any outstanding authorization.

68 (g) Purchasing consumer goods or services, other than direct client payments, when there
69 is no prior written purchasing agreement is basically a three step process. These steps
70 include specifying the requirements for the goods or services, authorizing for the purchase,
71 and receiving delivery of the goods or services. For audit purposes, no one person can
72 perform more than one of these steps. A different person is required for:

73 (1) identifying the requirement for the purchase;

74 (2) placing the order; and

75 (3) accepting the material or service.

76 (h) When a prior written purchasing agreement for consumer goods or services, other than
77 direct client payments, is not required, and the service or package of services to be obtained
78 will cost the amount of the DCAM authority order limit or less, the rehabilitation professional
79 and client will jointly choose an appropriate vendor. The rehabilitation professional will then
80 authorize for the planned services to the chosen vendor. When a prior written purchasing
81 agreement for consumer services, other than direct client payments, is not required, and the
82 service or package of services will cost more than the DCAM authority order limit, the
83 rehabilitation professional will follow rules in (1) through (7) of this Subsection.

84 (1) The rehabilitation professional will obtain specialist recommendations for purchase
85 requirements and approvals in accordance with agency policy.

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

92 (3) At least three vendors offering the goods or services will be contacted to obtain
93 bids. To expedite planning and service delivery, bids may be obtained verbally. Upon

94 request, contacted vendors will be afforded at least 24 hours in which to prepare and
95 submit the verbal bid. The rehabilitation professional will ensure that all bids are
96 submitted in writing for the same or comparable items, and will document the bids
97 received by using the Vendor Bid Documentation Form.

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

106 (5) In the case of a vehicle modification or housing modification, upon completion of the
107 authorized services, the counselor will contact the AT Specialist to schedule inspection
108 of the work in accordance with 612:10-7-220 and ~~612:10-11-38~~. The AT Specialist will
109 complete the "Assistive Technology Inspection Report" verifying the modification
110 conforms to acceptable standards and the work is satisfactory.

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

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

119 (8) Itemized documentation will be in the case record on all orders costing less than
120 \$500 and the client will acknowledge their receipt. (For example, signing and dating the
121 packaging slip, vendor's invoice, or typed list of goods.)

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

124 (i) Program Managers will review case records when submitted for approvals to ensure that
125 purchases are being awarded in a manner that ensures competition and client participation
126 within the scope of DRS and applicable fiscal rules. At least once each fiscal year a random
127 selection of case records will be reviewed by the DRS Central/Departmental Services Unit to
128 monitor compliance with DRS and applicable fiscal rules. If a Program Manager has reason
129 to believe that a rehabilitation professional is not making a good faith effort to award
130 purchases in a competitive manner and in accordance with agency policy, a fiscal audit of
131 the entire caseload will be requested to determine the appropriate action to take.

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

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

2 (a) Prior to providing any VR service to an eligible individual, except those services
3 specified in Paragraph (1), the VR counselor will determine whether comparable services
4 and benefits are available under any other program unless any of the conditions in
5 Paragraph (2) apply to the individual.

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

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

13 (B) assessment for determining eligibility and vocational rehabilitation needs by
14 qualified personnel, including, if appropriate, an assessment by personnel skilled in
15 rehabilitation technology;

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

18 (D) referral and other services to secure needed services from other agencies
19 through cooperative agreements;

20 (E) job-related services, including job search and placement assistance, job
21 retention services, follow-up services, and follow-along services; and

22 (F) rehabilitation technology, including telecommunications, sensory, and other
23 technological aids and devices.

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

26 (A) the progress of the individual toward achieving the employment outcome
27 identified in the IPE;

28 (B) an immediate job placement; or

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

30 (b) Counselors will advise clients of available benefits, help in completing the application for
31 such benefits when needed, and refer clients to the appropriate contact person. Each client
32 is required to apply for such benefits. DVR and ~~DVS~~ DSBVI will not participate in the cost of
33 services for any client who fails to apply for and accept available comparable benefits. **2**

34 (c) Whether or not the client must participate in the cost of VR services has absolutely no
35 effect upon the required search for, or use of, available comparable benefits. Available
36 comparable benefits cannot be used in place of client resources when the client is required
37 to participate in the cost of VR services.

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

39 (e) A student loan is not a comparable benefit. Failure to apply for a student loan which
40 must be repaid will not be cause to withhold participation by DVR or ~~DVS~~ DSBVI. Clients
41 who have defaulted on a student loan will not be assisted with post-secondary training until
42 the client has cleared the default or has made arrangement with the lender on the terms of
43 payment. **3** Documentation of the arrangement made must be in the case record before
44 post-secondary training services are provided when it is known a client has defaulted on a
45 loan. The counselor will inform such clients of organizations which can help resolve debt
46 problems, such as credit counseling services and legal aid.

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

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

54 (h) Cooperative agreements between DRS and other service providers may affect how
55 comparable services and benefits available from such service providers will be applied in an
56 IPE. Cooperative agreements entered into by DRS with other service providers will include:

57 (1) provisions for determining and stating the financial responsibility of each agency in
58 providing services;

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

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

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

1 **612:10-3-3. Client participation in services cost and financial status determination**
2 **[AMENDED]**

3 (a) DVR and ~~DVS~~ DSBVI require the client to participate in the cost of some vocational
4 rehabilitation services if the client and/or client's family income exceeds the established
5 basic living requirement for the applicable family size. Any client who has been determined
6 eligible for Social Security benefits under Title II or XVI of the Social Security Act is exempt
7 from client participation in service costs.

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

19 (c) The counselor will re-evaluate the client's financial situation at least annually and any
20 time there is a change in the financial situation of the client or family. The amount of client
21 participation in cost is based upon the most recent determination of client's financial status
22 at the time the IPE or amendment is written, and is stated in the IPE or amendment.

23 (d) The client's financial status must be verified when an IPE includes services which
24 require client participation in cost of services. Information used to verify the client's financial
25 status includes such documents as income tax returns, bank statements, pay stubs,
26 canceled checks, payment receipts, and/or payroll documents. It is the client's responsibility
27 to provide the documents needed for verification of financial status information for the family.
28 If the client refuses to provide the requested verification, DVR and ~~DVS~~ DSBVI resources
29 will not be used to defray the cost of services which require client participation in cost of
30 services.

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

2 (a) DVR and ~~DVS~~ DSBVI clients who have income and assets above the basic living
3 requirements will be required to apply surplus resources to the cost of rehabilitation services
4 except for 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~~ DSBVI 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 **612:10-7-1. Overview of Vocational Rehabilitation and Visual Services for the Blind**
2 **and Visually Impaired [AMENDED]**

3 (a) Vocational rehabilitation services are provided by the Division of Vocational
4 Rehabilitation and the Division of ~~Visual Services for the Blind and Visually Impaired~~ to help
5 eligible individuals achieve employment outcomes that are consistent with the unique
6 strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed
7 choice of each eligible individual. VR services for individuals are meant to result in
8 competitive employment in an integrated setting. Vocational rehabilitation services include
9 services for individuals and services to groups of individuals.

10 (b) Vocational rehabilitation services for an individual are prescribed in an Individualized
11 Plan for Employment (IPE) that is based on an assessment of the individual's rehabilitation
12 needs, guidance provided by a qualified vocational rehabilitation professional and the
13 individual's informed choice with regard to employment goal, services and service providers.
14 Services may include but are not limited to:

15 (1) an assessment for determining eligibility and vocational rehabilitation needs by
16 qualified personnel, including, if appropriate, an assessment by personnel skilled in
17 rehabilitation technology;

18 (2) counseling and guidance, including information and support services to assist an
19 individual in exercising informed choice;

20 (3) referral and other services to secure needed services from other agencies through
21 cooperative agreements if such services are not available from DVR or ~~DVS~~ DSBVI;

22 (4) job-related services, including job search and placement assistance, customized
23 employment services, services leading to self-employment, job retention services,
24 ongoing services, and extended services;

25 (5) vocational and other training services, including the provision of personal and
26 vocational adjustment services, books, tools, and other training materials;

27 (6) to the extent that financial support is not readily available from a source (such as
28 health insurance or comparable services and benefits) other than DVR or ~~DVS~~ DSBVI,
29 diagnosis and treatment of physical and mental impairments;

30 (7) maintenance for additional costs incurred while participating in an assessment for
31 determining eligibility and vocational rehabilitation needs or while receiving services
32 under an Individualized Plan for Employment;

33 (8) transportation, including training in the use of public transportation vehicles and
34 systems, that is provided in connection with the provision of any other service described
35 in this section and needed by the individual to participate in rehabilitation services or to
36 achieve an employment outcome;

37 (9) on-the-job or other related personal assistance services provided while an individual
38 is receiving other services described in this section;

39 (10) interpreter services provided by qualified personnel for individuals who are deaf or
40 hard of hearing, and reader services for individuals who are determined to be blind;

41 (11) rehabilitation teaching services, and orientation and mobility services, for
42 individuals who are blind;

- 43 (12) occupational licenses, tools, equipment, and initial stocks and supplies;
- 44 (13) technical assistance and other consultation services to conduct market analyses,
45 develop business plans, and otherwise provide resources, to the extent such resources
46 are authorized to be provided through the statewide workforce investment system, to
47 eligible individuals who are pursuing self-employment or telecommuting or establishing
48 a small business operation as an employment outcome;
- 49 (14) rehabilitation technology, including rehabilitation engineering, assistive technology
50 devices and assistive technology services; **1**
- 51 (15) transition services for students with disabilities, that facilitate the achievement of
52 the employment outcome identified in the Individualized Plan for Employment, and pre-
53 employment transition services as described in 34 CFR 361.48(a) and 29 USC 733;
- 54 (16) supported employment services for individuals with the most significant disabilities
55 that need ongoing support services from a job coach to obtain and maintain
56 employment;
- 57 (17) employment and retention services for individuals with significant disabilities who
58 require short term job coach support to obtain and maintain a successful employment
59 outcome;
- 60 (18) transitional employment services for individuals with the most significant disabilities
61 due to mental illness who have little or no successful work history and need work
62 adjustment/trial work experience;
- 63 (19) work experiences, internships, and apprenticeships;
- 64 (20) services to the family of an individual with a disability necessary to assist the
65 individual to achieve an employment outcome; and
- 66 (21) specific post-employment services necessary to assist an individual with a
67 disability to, retain, regain, or advance in employment.

68 (c) Vocational rehabilitation services for groups of individuals with disabilities are described
69 in 34 CFR 361.49 and include: **2**

70 (1) In the case of any type of small business operated by individuals with significant
71 disabilities the operation of which can be improved by management services and
72 supervision provided by DVR or ~~DVS~~ DSBVI, the provision of such services and
73 supervision, along or together with the acquisition by DVR or ~~DVS~~ DSBVI of vending
74 facilities or other equipment and initial stocks and supplies.

75 (2) Equipment for clients who are going into self-employment requires prior approval
76 from RSA.

77 ~~(2)~~ (3) Transition services to youth and students with disabilities who may not have
78 applied or been determined eligible for vocational rehabilitation services, that involve
79 collaboration of a vocational rehabilitation counselor with education agencies, programs
80 serving individuals with developmental disabilities, businesses, workforce programs,
81 independent living centers, housing and transportation authorities and related entities.
82 Such services are to benefit a group of youth or students with disabilities and may not
83 be individualized services related to an individual plan for employment. Services may

84 include group tours of training programs and businesses, career fairs, interview practice,
85 resume writing, and other group activities that support future employability.

86 (4) High school students who have a disability and are not clients of the DRS, but are
87 going to a conference or camp to provide them with the necessary tools and education
88 for employment requires prior approval from RSA.

89 ~~(3)~~ (5) The use of telecommunications systems (including telephone, television, video
90 description services, tactile-vibratory devices, satellite, radio, and other similar systems)
91 that have the potential for substantially improving delivery methods of activities
92 described in this section and developing appropriate programming to meet the particular
93 needs of individuals with disabilities;

94 ~~(4)~~ (6) Special services to provide access to information for individuals who are blind,
95 visually impaired, deaf, hard of hearing or deaf-blind including:

96 (A) the use of telecommunications, Braille, sound recordings, or other appropriate
97 media;

98 (B) captioned television, films, or video cassettes for individuals who are deaf or
99 hard of hearing;

100 (C) tactile materials for individuals who are deaf-blind; and

101 (D) other special services that provide information through tactile, vibratory,
102 auditory, and visual media.

103 ~~(5)~~ (7) Technical assistance to businesses that are seeking to employ individuals with
104 disabilities.

105 ~~(6)~~ (8) Consultative and technical assistance services to assist educational agencies in
106 planning for the transition of students with disabilities from school to post-school
107 activities, including employment.

108 ~~(7)~~ (9) The establishment, development or improvement of assistive technology
109 demonstration, loan, reutilization or financing programs in coordination with activities
110 authorized under the Assistive Technology Act of 1998.

111 ~~(8)~~ (10) The establishment, development or improvement of a community rehabilitation
112 program that is used to provide vocational rehabilitation services that promote
113 integration into the community and prepare individuals with disabilities for competitive
114 integrated employment.

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

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

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

23 (1) service cost;

24 (2) available service providers;

25 (3) service accessibility;

26 (4) expected duration of services;

27 (5) consumer satisfaction with the services in question, to the extent that such
28 information is available;

29 (6) qualifications of potential service providers;

30 (7) the types of services offered by the potential service providers;

31 (8) the degree to which services are provided in integrated settings; and

32 (9) outcomes achieved by individuals working with the service provider, to the extent
33 such information is available.

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

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

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

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

1 **612:10-7-2.3.1 Work Experience. [NEW]**

2 (a) When Work Experience (WE) will best suit the client's needs, this type of training can be
3 considered. In order for the client to gain work experience and obtain employment, WE can
4 be provided in conjunction with any other DRS Service. The nature of the work training
5 experience may (or may not) match the consumer's employment goal on the IPE. This
6 service does not require client participation in cost of services.

7 (b) In selecting work training sites, the counselor must assure the items in (1) – (5) of this
8 Subsection are met;

9 (1) The business or individual must be willing to train and provide experience to DRS
10 clients for specific duties, skills and occupations.

11 (2) DRS will provide proper equipment and other accommodations as needed.

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 (c) The length of time for Work Experience needed for training will vary with the complexity
17 of the job being learned. However, Work Experience cannot exceed six (6) months.

18 (d) Individuals and businesses which provide Work Experience are expected to
19 compensate WE participants according to applicable minimum wage and hour regulations
20 under the Fair Labor Standards Act. The employer must pay the client at least the
21 applicable minimum wage.

22 (e) Work Experience payments are reimbursement for training by the employer.
23 Reimbursement is paid to the employer who pays the client just like his or her own
24 employees. It is not permissible for the employer to endorse the reimbursement check and
25 give it to the client in lieu of wages.

26 (f) Reimbursement for Work Experience is paid on a monthly basis.

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/DVS~~ DVR/DSBVI staff, doctors and
10 others. Call 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/DVS~~ DVR/DSBVI counselor in developing the
14 Individualized Plan for Employment, (IPE) including participating in assessments
15 needed to determine your needs and strengths.

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

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

21 (7) Review your IPE with your counselor at least once a year and participate in making
22 revisions to the plan when needed.

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

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

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

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

35 (12) Work with the counselor to obtain or keep suitable gainful employment or
36 appropriate independent living outcomes as services are being completed.

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

2 (a) Processing incoming referrals. All referrals to DVR and ~~DVS~~ DSBVI will be contacted by
3 the 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 ~~DVS~~ 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 [AMENDED]**

2 (a) DVR and ~~DVS~~ 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. **1**

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 ~~DVS~~ DSBVI to the agency responsible for
14 the 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 **612:10-7-24.1. Basic eligibility requirements for vocational rehabilitation services**
2 **[AMENDED]**

3 (a) An individual is eligible for vocational rehabilitation services under the Rehabilitation Act
4 through the State Department of Rehabilitation Services if the individual:

5 (1) has a physical or mental impairment which for such individual constitutes or results
6 in a substantial impediment to employment;

7 (2) is determined by a qualified vocational rehabilitation counselor to require vocational
8 rehabilitation services to prepare for, secure, retain, advance in, or regain employment;
9 and

10 (3) can benefit in terms of an employment outcome from vocational rehabilitation
11 services.

12 (b) The agency presumes that an applicant with a physical or mental impairment that
13 constitutes or results in a substantial impediment to employment can benefit from vocational
14 rehabilitation services in terms of an employment outcome, unless the agency
15 demonstrates, based on clear and convincing evidence, that the individual is incapable of
16 benefiting from rehabilitation services due to the severity of the individual's disability.

17 (c) An individual who has a disability or is blind as determined pursuant to Titles II (federal
18 old age, survivors, and disability insurance benefits) or XVI (SSI) shall be:

19 (1) considered to have a significant disability under the order of selection; and

20 (2) presumed to be eligible for vocational rehabilitation services, (provided that the
21 individual intends to achieve an employment outcome consistent with the unique
22 strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed
23 choice of the individual) unless clear and convincing evidence demonstrates that the
24 individual is incapable of benefiting in terms of an employment outcome from vocational
25 rehabilitation services due to the severity of the individual's disability.

26 (d) Eligibility requirements shall be applied without regard to:

27 (1) duration of residence in the state,

28 (2) type of disability,

29 (3) age, except that in serving eligible individuals below working age, the client must be
30 expected to reach working age by the time the IPE is completed, and DRS will not
31 provide services that are the responsibility of the public school system.

32 (4) gender, race, color or national origin,

33 (5) type of expected employment outcome,

34 (6) source of referral, or

35 (7) the particular service needs or anticipated cost of services required by an applicant
36 or applicant's family.

37 (e) **Disabled veterans.** Disabled veterans are eligible for vocational rehabilitation services
38 on the same basis as other individuals with disabilities subject to the following restrictions:

39 (1) Disabled veterans are not provided services which can be secured from the
40 Veterans Administration (VA), unless use of VA services will cause a substantial delay
41 of services.

42 (2) Veterans receiving additional benefits under the G. I. Bill or the War Orphan Act
43 may be provided services if such services do not duplicate those being received from
44 the VA.

45 (f) **Applicants who are employed.** Employed persons who meet basic eligibility
46 requirements may be provided vocational rehabilitation services to advance in or retain
47 employment, or when the employment is not consistent with the individual's strengths,
48 resources, priorities, concerns, abilities, interests and capabilities.

49 (g) **Citizenship.** Participation in the VR program is available to citizens and nationals of the
50 United States, lawfully admitted permanent resident aliens, refugees, asylees and parolees,
51 and other immigrants authorized to work in the United States.

52 (h) **Criteria.** Some conditions have unique criteria that must be considered when
53 determining eligibility.

54 (1) **Alcoholism/Drugs.** Individuals may be eligible for vocational rehabilitation services
55 based on a substance abuse diagnosis that may be made by a qualified professional. **5**
56 Clients must be willing to undergo random alcohol/drug screening. DRS does not pay
57 for detoxification or replacement drug treatment. Documentation from qualified Drug
58 and Alcohol treatment professionals indicating that the client is presently substance-
59 free, maintaining sobriety, and actively participating in a treatment or maintenance
60 program if recommended by the treating professional must be filed in the case record
61 upon IPE development.

62 (2) **Allergies/Asthma.** Allergies/asthmatic conditions that require continuous or
63 intermittent medical intervention and result in a substantial impediment to employment
64 will be considered eligible for services.

65 (3) **Deafness and Hearing Loss.** The rehabilitation professional will base eligibility
66 determination upon one of the measurement methods listed below, as performed by a
67 qualified audiologist or other qualified professional as determined by the Department.
68 The case record must document the method chosen provides the most accurate
69 evaluation of functional hearing level for the individual.

70 (A) **Eligibility criteria.** Eligibility criteria for each method of measurement are
71 listed in (i) through (iv) of this Subsection. An individual will also be considered to
72 have a qualifying disability when documentation indicates the hearing loss is
73 progressive and the progression is substantial enough to result in an impediment to
74 employment.

75 (i) **Average hearing loss.** Average hearing loss, which is determined by
76 computing average of the pure tone thresholds for each ear at 1000Hz, 2000Hz,
77 3000Hz and 4000Hz. An individual is considered to have a qualifying disability
78 based upon average hearing loss when:

79 (I) The hearing loss in one ear is profound (91 dB or greater) and the
80 hearing loss in the better ear is at least 15 dB; or

81 (II) The hearing loss in the better ear is 30 dB or greater.

82 (ii) **Speech recognition threshold (SRT).** An individual is considered to have
83 a qualifying disability when:

84 (I) the speech reception threshold in one ear is 91 dB or greater and is at
85 least 15 dB in the better ear; or

86 (II) the speech reception threshold in the better ear is 30 dB or greater.

87 (iii) **Speech discrimination or word recognition score.** An individual is
88 considered to have a qualifying disability when the speech discrimination or
89 word recognition score is 70% or less.

90 (iv) **Articulation index.** An individual is considered to have a qualifying
91 disability when the articulation index is 70% or less.

92 (B) **Severity of Hearing Loss.** All individuals who qualify as having a severe
93 hearing loss will be referred to a Rehabilitation Counselor for the Deaf and Hard of
94 Hearing (RCD). Relevant information provided will include copies of the initial
95 interview narrative recording, medical information, eligibility data entry form,
96 Individualized Plan for Employment, pertinent copies of case narratives and DRS
97 application form. On receipt of a referral, the RCD will contact the client and make a
98 determination of potential for Deaf and Hard of Hearing services. The referring
99 counselor will be informed in writing of the RCD's findings.

100 (i) **Severe Hearing Loss.** Average hearing loss, as calculated above, is
101 considered severe when:

102 (I) The hearing loss in one ear is profound (91 dB or greater) and the
103 hearing loss in the better ear is at least 31 dB; or

104 (II) The hearing loss in each ear is 55 dB or greater.

105 (ii) **Severe Speech Recognition Threshold (SRT).** An individual is
106 considered to have severe disability when;

107 (I) The SRT in one ear is 91 dB or greater and the SRT in the better ear is
108 at least 31 dB; or

109 (II) The SRT in each ear is 55 dB or greater.

110 (iii) **Severe Speech Discrimination or word recognition score.** An individual
111 is considered to have a severe disability when the speech discrimination or
112 word recognition score is 59% or less.

113 (4) **Diabetes:** The individual must require prescribed medication to control the
114 condition. Those persons whose diabetes is controlled by diet and exercise alone or
115 whose condition does not result in a substantial impediment to employment will not be
116 considered eligible. Eligible clients will be required to undergo a visual exam by a
117 licensed ophthalmologist at least once a year. Diabetes management training will be
118 incorporated into the IPE unless the client shows that he/she has previously completed
119 diabetes management training. When recommended by a physician, diabetes
120 management training will be incorporated into the IPE regardless of past diabetes
121 education received by the individual.

122 (5) **Facial and Disfigurement Conditions.** When these conditions result in an
123 impediment to employment an individual may be eligible for VR services.

124 (6) **Learning Disabilities.** ~~An individual may be identified as learning disabled:~~
125 Learning disabilities is a general term that refers to a group of disorders manifested by
126 significant difficulties in the attainment and use of listening, speaking, reading, writing,
127 reasoning, or mathematical abilities. Learning disabilities are identified when there are
128 difficulties learning and using academic skills, as indicated by at least one of the
129 following occurring even with interventions: Inaccurate or slow reading, difficulty
130 understanding the meaning of what is read, difficulties with spelling, difficulties with
131 written expression, difficulties mastering numbers sense, facts or calculation, and
132 difficulties with mathematical reasoning. Also, academic skills are significantly below
133 those expected for the student's chronological age and causes issues with academic
134 and occupational performance. Academic areas include, impairment in reading,
135 impairment in written expression, and impairment in mathematics.

136 ~~(A) When there is a marked discrepancy between verbal and performance~~
137 ~~intellectual level or~~

138 ~~(B) When the individual's achievement on individually administered, standardized~~
139 ~~tests in reading, mathematics or written expression is substantially below that~~
140 ~~expected for age, schooling and level of intelligence (DSM, current edition).~~

141 (7) **Mental Disorders.** Individuals may be eligible for vocational rehabilitation services
142 based on a mental health diagnosis made by a qualified professional (612:10-7-98
143 (17)(A)(1-5)). Documentation must be filed from a qualified professional indicating the
144 client is participating in a treatment plan and in compliance with all medication as
145 prescribed. Treatment must be incorporated as a service in the IPE for individuals with
146 a mental disorder.

147 (8) **Intellectual Disability.** To be eligible, individuals having an I.Q. of 69 or below and
148 substantially limited adaptive functioning, as measured by an individual intelligence test,
149 will be considered to have a substantial disability. Individuals eligible under IDEA with
150 an I.Q. level higher than 69 may be considered to have a substantial impairment
151 provided the documentation used by the school in determining eligibility under IDEA, in
152 the counselor's judgment, confirms the individual is functioning in the intellectual
153 disability range of ability. Individuals not enrolled in public school special education
154 classes with an I.Q. higher than 69 may be considered to have a substantial impairment
155 provided appropriate documentation confirms the individual is functioning in the
156 intellectual disability range of ability.

157 (9) **Height.** To be eligible, a person's stature must constitute or result in a substantial
158 impediment to employment.

159 (10) **Obesity.** To be eligible, a person must be considered obese according to a
160 recognized medical classification protocol **10** and the impairment must constitute or
161 result in a substantial impediment to employment. Some type of weight loss plan or
162 treatment for obesity must be included as a service in the IPE.

163 (11) **Visual.** Any of the following conditions may provide a basis for eligibility due to
164 visual disability:

165 (A) **Blindness.** A central visual acuity of 20/200 or less in the better eye with best
166 correction, or a limitation in the field of vision in the better eye so that the widest
167 diameter of the visual field subtends an angle of 20 degrees or less. "Best

168 correction" refers to the use of standard eyeglasses or contact lenses, and does not
169 include use of bioptic telescopic systems or any specialized lenses which cannot be
170 worn by the individual on a sustained basis.

171 (B) **Visual impairment.** A central visual acuity of 20/60 or less in the better eye
172 with best correction, or other visual condition which, for the individual, results in
173 functional limitations and constitutes a barrier to employment. Other visual
174 conditions which may result in functional limitations include, but are not limited to,
175 limited peripheral vision, extreme light sensitivity, loss of depth perception, loss of
176 stereopsis, diplopia (double vision), aphakia, total absence of color discrimination or
177 red-green deficiency, blurred vision, eye muscle and movement conditions, and
178 cortical visual impairment.

179 (C) **Progressive eye disease.** Diagnosis of a progressive sight threatening
180 disease or condition that has resulted in functional limitations for the individual or is
181 expected to progress rapidly. Progressive eye diseases which may result in
182 significant vision loss include, but are not limited to, retinitis pigmentosa, diabetic
183 retinopathy, glaucoma and macular degeneration.

184 (12) **Re-evaluation.** Individuals with chronic disabilities that can be removed with little
185 or no residual limitations will not be eligible for purchase of services other than those
186 related to the required treatment.

1 **612:10-7-24.2. Assessment for determining eligibility [AMENDED]**

2 (a) To determine whether an individual is eligible for vocational rehabilitation services:

3 (1) the counselor will use to the maximum extent possible and appropriate existing data
4 including counselor observations, education records, information provided by the
5 individual or the individual's family, and determinations made by officials of other
6 agencies; and

7 (2) to the extent necessary provide appropriate assessments, including provision of
8 goods and services during the assessment, to obtain additional documentation
9 necessary to make the determination of eligibility and priority group assignment. The
10 counselor will carefully evaluate the need to provide assistive technology devices and
11 services or worksite assessments.

12 (b) The counselor will determine whether an individual is eligible for vocational rehabilitation
13 services within a reasonable period of time, not to exceed 60 days after the individual has
14 submitted an application for services. This time period may be extended only when
15 unforeseen and exceptional circumstances beyond the control of the Department preclude
16 completing the determination of eligibility within the 60 days and the individual agrees a
17 specific extension of time is warranted as documented on the Need for Extension of Time to
18 Determine Eligibility form; or a trial work period or an extended evaluation is needed to
19 determine the individual's ability to benefit from VR services.

20 (c) Documentation that the individual has a disability which constitutes or results in an
21 impediment to employment must come from qualified professionals.

22 (d) Eligibility determinations will be expedited for applicants who have been determined
23 eligible for vocational rehabilitation services by an American Indian Vocational Rehabilitation
24 Services (AIVRS) Program. Counselors will work cooperatively with the applicable
25 American Indian VR Program to obtain pertinent diagnostic and other documentation, and
26 utilize such documentation, as appropriate, in making eligibility decisions that are prompt or,
27 whenever feasible, immediate.

28 (e) A qualified rehabilitation professional may proceed with a determination of eligibility if
29 there is an obvious and/or observable disability that results in an impediment to
30 employment. The VR specialist will document observations pertaining to the applicant's
31 disability. After making the determination of eligibility the VR specialist may authorize any
32 assessments and services necessary to further document eligibility, establish priority group
33 placement and determine rehabilitation needs for development of the Individualized Plan for
34 Employment.

35 (f) Diagnosis and evaluation are to be provided only for determination of eligibility for VR
36 services, priority group placement, and determination of VR service needs. DVR and ~~DVS~~
37 DSBVI funds are not to be used to assist an individual in establishing eligibility for other
38 programs.

39 (g) When necessary, diagnostic evaluations may be purchased at any time during the life of
40 the case.

41 (h) If an individual is determined eligible, the VR counselor will notify the individual in
42 writing. If the individual is determined to be ineligible, the counselor will notify the applicant
43 and provide information on further options in accordance with DRS policy on ineligibility
44 decisions.

45 (i) **Eligibility for supported employment.** The counselor may not find an individual
46 ineligible for supported employment services because a resource for providing extended
47 services cannot be identified. In this instance, the counselor will:

48 (1) accept the individual as eligible for VR services;

49 (2) plan VR services as appropriate, including the expected availability of extended
50 services; and

51 (3) seek out and/or help in developing the needed extended services resource.

1 **612:10-7-25.1. Order of selection [AMENDED]**

2 (a) **Need for order of selection.** The Department, in consultation with the Oklahoma
3 Rehabilitation Council, has determined, due to budgetary constraints or other reasoned
4 limitations, that it cannot serve all individuals who are determined eligible for DVR and ~~DVS~~
5 DSBVI services. The Department consults with the Oklahoma Rehabilitation Council
6 regarding the:

- 7 (1) need to establish an order of selection, including any re-evaluation of the need;
8 (2) priority categories of the particular order of selection;
9 (3) criteria for determining individuals with the most significant disabilities; and
10 (4) administration of the order of selection.

11 (b) **Priority groups.** It is the policy of DRS to provide vocational rehabilitation services to
12 eligible individuals under an order of selection. Under the order of selection, the Department
13 has established three priority groups on the basis of serving first those with the most
14 significant disabilities. Every individual determined to be eligible for DVR and ~~DVS~~ DSBVI
15 services is placed in the appropriate priority group based upon the documentation used to
16 determine eligibility and/or vocational rehabilitation needs. Selection and placement in a
17 priority group is based solely upon the significance of the eligible individual's disability, and
18 is not based upon the type of disability, geographical area in which the individual lives,
19 projected type of vocational outcome, age, sex, race, color, creed, religion, or national origin
20 of the individual. The priority groups are:

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

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

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

33 (c) **Implementation.** Prior to the start of each fiscal quarter, or when circumstances require,
34 the DRS Director will determine in which priority groups new Individualized Plans for
35 Employment will be written and initiated. The Director may restrict the writing and initiation of
36 new Individualized Plans for Employment within a priority group to cases having eligibility
37 dates falling on or before a specified date providing that all consumers in higher priority
38 groups are being served. Considerations in making this determination will include, but not be
39 limited to, the projected outcomes, service goals, expenditures, and resources available for
40 each priority group. Projected costs and resources for each priority group will be based upon
41 costs of current Individualized Plans for Employment, anticipated referrals, availability of
42 financial resources, and adequacy of staffing levels. The Director will implement actions
43 under the order of selection through written notice to DVR and ~~DVS~~ DSBVI staff. The written
44 notice will specify the implementation date of the action and direct DVR and ~~DVS~~ DSBVI

45 staff on how to handle cases by priority group and application date. DVR and ~~DVS~~ DSBVI
46 staff will inform each eligible individual on their caseloads:

47 (1) of the priority groups in the order of selection;

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

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

50 (d) **Closing and opening priority groups.** When all or part of a priority group is closed,
51 designated cases within that priority group without a written IPE will be placed on a waiting
52 list after the individual has been determined to be eligible. No IPE will be written for cases
53 on the waiting list. Staff will continue to take applications, diagnose and evaluate all
54 applicants to determine eligibility and vocational rehabilitation needs, find the individual
55 eligible when documentation supports such a decision, then place each eligible individual's
56 case in the appropriate priority group. If an eligible individual is placed in a closed priority
57 group, his or her case will go on the waiting list and no IPE will be written or initiated. The
58 DRS Director will notify DVR and ~~DVS~~ DSBVI staff in writing when all or part of a closed
59 priority group is opened. When this directive includes new applicants who are found eligible,
60 individuals already on the waiting list within that same priority group will be given priority
61 over new applicants. When all or part of closed priority groups are opened, staff will contact
62 individuals on the waiting list to develop and implement their Individualized Plans for
63 Employment using the priorities in Paragraphs (1) - (3) of this Subsection:

64 (1) contact individuals within the highest open priority group first, Most Significant being
65 the highest of all priority groups;

66 (2) within each opened priority group, staff will contact individuals on the waiting list in
67 order of application date, earliest application date first; then

68 (3) staff will contact individuals whose cases will remain on the waiting list to explain
69 how their cases will be handled.

70 (e) **Continuity of services.** Any individual with an IPE that existed prior to the date all or
71 part of that individual's priority group was closed will continue to receive services as
72 planned. Such an IPE may be amended if the changes are necessary for the individual to
73 continue progress toward achieving an appropriate employment outcome, or are otherwise
74 necessary within policy. Persons requiring post employment services will also be provided
75 the necessary services regardless of priority group assignment.

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

1 **612:10-7-31. Transfer of cases [AMENDED]**

2 (a) **Transfer of cases between caseloads.** When it has been determined an individual has
3 moved from one counselor's area to another, the individual could be served more
4 appropriately under another DVR or ~~DVS~~ DSBVI program, or in the supervisor's opinion,
5 transfer is in the best interest of the individual, the case will be transferred.

6 (b) **Transfer of cases between programs.** Prior to transferring a case between DVR and
7 ~~DVS~~ DSBVI, the transferring counselor must obtain the required specialist information to
8 support the change of primary disability. The transferring counselor will review the case
9 record to ensure it is complete, accurate and contains the information necessary for the
10 receiving counselor to find the individual and continue services without interruption.

1 **612:10-7-50. Eligibility Status [AMENDED]**

2 (a) **Use of Eligibility Status.** An active case is defined as one which has been accepted
3 as meeting the basic eligibility requirements. An applicant who has been determined eligible
4 for vocational rehabilitation will be placed in Eligibility Status for completion of a
5 comprehensive assessment to determine employment goal and rehabilitation needs and for
6 development of the Individualized Plan for Employment (IPE). An individual who is placed in
7 an order of selection priority group that is not currently being served will be placed on a
8 waiting list and held there pending further directives from the Director concerning opening or
9 closing of priority groups.

10 (b) **Case recording requirements.** The counselor records activities during this period by
11 individual entry or by summary recording at regular intervals in case narratives. Copies of
12 pertinent case information will be shared with all DVR or ~~DVS~~ DSBVI professionals involved
13 in the case. During eligibility status and throughout the life of the case, ~~DVS~~ DSBVI
14 counselors and rehabilitation teachers will share pertinent information related to a case they
15 jointly serve. Pertinent case information will also be shared with contracted vendors, when
16 appropriate, with a release signed by the client. If an IPE cannot be developed during this
17 period, the client's case is closed with a full explanation to the client and documentation as
18 to the reason for closing the case. This documentation will be completed on a closure letter
19 and a copy given to the client.

1 **612:10-7-51. Individualized Plan for Employment [AMENDED]**

2 (a) **Options for developing the Individualized Plan for Employment (IPE).** The VR
3 counselor will provide the eligible individual, or the individual's authorized representative, in
4 writing and in appropriate mode of communication, with information on the individual's
5 options for developing the IPE.

6 (1) The required information will include the following:

7 (A) information on the availability of assistance, to the extent determined to be
8 appropriate by the eligible individual, or authorized representative, from a qualified
9 VR counselor in developing all or part of the IPE, and the availability of technical
10 assistance for this purpose;

11 (B) a description of the required content of the IPE;

12 (C) as appropriate:

13 (i) an explanation of agency requirements for client participation in cost of
14 services;

15 (ii) additional information requested by the individual or authorized
16 representative;

17 (iii) information on the availability of assistance in completing ~~DVR/DVS~~
18 DVR/DSBVI forms required in developing the IPE;

19 (iv) For cases involving Mental Disorders and Obesity, treatment must be
20 incorporated as a service in the IPE, in accordance with DRS policy.

21 (D) a copy of a DRS publication addressing client's rights and responsibilities.

22 (2) For cases in an open priority group, the IPE must be completed and signed as soon
23 as possible, consistent with the needs of the individual, but not more than 90 calendar
24 days following the eligibility determination, unless the individual or the authorized
25 representative and the VR or ~~VS~~ SBVI counselor jointly agree to an extension of time of
26 a specific duration. The 90-day time frame for development of the IPE will be applied
27 from the date a closed priority group is reopened.

28 (b) **Vocational objective.** The primary purpose in providing vocational rehabilitation
29 services is to assist an eligible individual obtain appropriate competitive employment in an
30 integrated setting consistent with the individual's informed choice. The choice of a vocational
31 objective for an individual receiving vocational rehabilitation services must be based
32 primarily upon the individual's strengths, resources, priorities, concerns, abilities, interests
33 and capabilities, consistent with the general goal of competitive integrated employment.

34 (1) **Informed choice.** The vocational objective is to be chosen with the full participation
35 of the client. The client's interests and informed choice determine his or her vocational
36 goal to the extent these factors are consistent with the client's strengths, resources,
37 priorities, concerns, abilities, interests and capabilities.

38 (2) **External conditions.** Factors such as the local labor market or local economy must
39 also be taken into consideration. However, in most cases these factors cannot be used
40 as the only basis upon which to determine whether a vocational objective is appropriate.

41 (c) **General requirements for the Individualized Plan for Employment.**

42 (1) The IPE documents the client's chosen employment goal, and the planning of
43 vocational rehabilitation services which are necessary to achieve a successful
44 employment outcome. The client will be a full participant in the development of the IPE
45 or any amendments consistent with Federal and State regulations, laws, and statutes.
46 The eligible individual must be given the opportunity to exercise informed choice in
47 selecting an employment outcome, the specific VR services to be provided under the
48 plan, the service providers, and the methods for service delivery. For cases in an open
49 priority group, the IPE must be agreed to and signed by the eligible individual or
50 authorized representative, approved by a VR counselor and, as appropriate, other
51 administrators employed by DVR or ~~DVS~~ DSBVI within 90 days of determination of
52 eligibility, unless the individual or the authorized representative of the individual and the
53 VR or ~~VS~~ SBVI counselor jointly agree to an extension of time of a specific duration. To
54 the maximum extent possible, the IPE is to be provided in the native language or mode
55 of communication of the individual or, as appropriate, of a parent, family member,
56 guardian, advocate, or authorized representative. It is also required the client receive a
57 copy of the plan and any subsequent amendments.

58 (2) The IPE is subject to continuous development and change. Substantial changes to
59 the IPE are documented as amendments. A substantial change is broadly defined as
60 any change in the employment objective, or in service needs or available resources not
61 accounted for in the original IPE or existing amendment(s). The amount of any client
62 participation in the cost of a service will be based upon the determination of client's
63 financial status completed at the time the relevant IPE or amendment is written, and is
64 to be stated in the IPE or amendment. If services based upon financial status are
65 included in the original IPE and/or in the amendment, a new Financial Status
66 Determination form will be completed when the IPE is amended. A copy of any
67 Amendment to an Individualized Plan for Employment will be given to the client, or
68 client's authorized representative, as appropriate.

69 (3) Diagnosis related to eligibility or the IPE can be provided at any time it is necessary
70 during the life of the case.

71 (4) An IPE is not considered in effect until all required approvals have been obtained in
72 accordance with Department policy.

73 (5) Plan reviews are comprehensive reviews of the entire IPE. A plan review can be
74 done at any time, but must be done at least annually. The client must be given the
75 opportunity to review the plan and, if necessary, participate in its redevelopment and
76 agree to its terms. A financial status determination will be completed at the time of plan
77 review when the IPE includes services based upon client's financial status.

78 (d) **Content of the Individualized Plan for Employment.** The Individualized Plan for
79 Employment must include:

80 (1) a description of the specific employment outcome that is chosen by the client
81 consistent with the individual's unique strengths, resources, priorities, concerns,
82 abilities, capabilities, interests, and informed choice consistent with the general goal of
83 competitive integrated employment (except that in the case of a student or a youth with
84 a disability, the description may be a description of the individual's projected post-school
85 employment outcome), and the estimated timeframe for the achievement of the
86 employment outcome;

87 (2) a description of the specific VR services that are:

- 88 (A) needed to achieve the employment outcome including as appropriate, the
89 provision of assistive technology services and devices, and personal assistance
90 services, including training in the management of such services;
- 91 (B) provided in the most integrated setting that is appropriate for the service
92 involved and is consistent with the informed choice of the client; and
- 93 (C) timelines for the achievement of the employment outcome and for the initiation
94 of services.
- 95 (3) a description of the service provider chosen by the client or authorized
96 representative, and the methods of services delivery;
- 97 (4) a description of the criteria that will be used to evaluate progress toward achieving
98 the employment outcome;
- 99 (5) the terms and conditions of the IPE including as appropriate:
- 100 (A) the responsibilities of DVR or ~~DVS~~ DSBVI;
- 101 (B) the responsibilities of the client, including:
- 102 (i) the client's responsibilities for the employment outcome;
- 103 (ii) the client's participation in paying the cost of VR services; and
- 104 (iii) the client's responsibility to apply for, accept, and use comparable services
105 and benefits to defray in whole or in part the cost of VR services.
- 106 (6) for an IPE that includes supported employment services, information identifying:
- 107 (A) the extended services needed by the client; and
- 108 (B) the source of the extended services, including natural supports, or an
109 explanation concluding there is a reasonable expectation a source will become
110 available; and
- 111 (C) the weekly work goal.
- 112 (7) if it appears they will be necessary, a statement of needed post-employment
113 services.

1 **612:10-7-87. Actions requiring supervisor's approval [AMENDED]**

2 Actions requiring supervisory approval include:

3 (1) All actions of a newly employed counselor/teacher.

4 (2) All IPE's or amendments when the total of the planned DVR and ~~DVS~~ DSBVI
5 expenditures for the entire case exceed \$25,000.

6 (3) All case closures in which an IPE was developed and the case was placed into
7 service status or beyond.

8 (4) Transfer of cases from one counselor/teacher caseload to another outside the
9 sending supervisor's unit (signed by the supervisor of the sending counselor or
10 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 authority order limit and housing
15 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.

1 **612:10-7-55. Job Ready [AMENDED]**

2 (a) **The Use of Job Ready status. Status:** ~~This status is used when services incidental to~~
3 ~~placement are the only services being provided. Job Ready Status is used to identify~~
4 ~~individuals who are qualified, willing and able to begin an active job search. Job Ready~~
5 ~~Status can also be used for individuals pursuing a variety of work experiences, including~~
6 ~~internships, apprenticeships, or temporary jobs to supplement income while attending~~
7 ~~school or receiving other vocational rehabilitation services. Job Ready status can be used at~~
8 ~~any time during the life of the case, once an Individual Plan for Employment (IPE) is in~~
9 ~~place.~~

10 (1) Job Ready Status should only be used after consultation with the Participant to
11 insure the person is aware they are considered an active job seeker and may be
12 contacted about employment or work experiences in which they have expressed an
13 interest. Also, Job Ready Status should not be used for those who have been referred
14 to an Employment Services Provider for assistance with services such as Employment
15 & Retention, Customized Employment Supported Employment, etc.

16 (2) Those individuals who are in job ready status but are no longer participating in a job
17 or work experience search should be removed from Job Ready Status. Individuals who
18 have located a job or work experience and are not currently pursuing another position
19 should also be removed.

20 ~~(b) **Supported employment.** Cases are placed in Job Ready status at the beginning of the~~
21 ~~"Job Stabilization" Milestone. 2 The "Job Stabilization" Milestone is complete when the client~~
22 ~~has reached the minimum number of weeks of employment required in the contract, is~~
23 ~~working the minimum work hours set in the weekly work goal defined in the IPE, and all~~
24 ~~other requirements of the contract are met.~~

25 ~~(c) (b) **Case recording Recording requirements Requirements:** : Case recording in this~~
26 ~~status must document that the client is ready for employment, the fulfillment of the~~
27 ~~counselor's responsibility to assist the client with placement, and the client's efforts to obtain~~
28 ~~employment. The information on the Job Ready page in AWARE case management system~~
29 ~~should be completed in conjunction with the Participant to insure it is accurate and timely.~~
30 ~~The information should be reviewed periodically to make sure it is up-to-date.~~

1 **612:10-7-98. General guidelines for physical and mental restoration services**
2 **[AMENDED]**

3 (a) To the extent that assistance is not readily available from a source other than DVR or
4 ~~DVS DSBVI~~, diagnosis and treatment of physical and mental impairments may be provided
5 to assist the individual with a disability in preparing for, securing, retaining or regaining
6 employment. Physical or mental restoration services are provided only when the condition
7 is stable, or slowly progressive. A slowly progressive condition is one in which the client's
8 functional capacity is not expected to diminish so rapidly as to prevent successful
9 completion of vocational rehabilitation services, and/or employment for a reasonable period
10 of time. The individual is liable for services he or she arranged which were not planned and
11 initiated under the auspices of DVR and ~~DVS DSBVI~~. DVR and ~~DVS DSBVI~~ will not pay for
12 hospitalization or treatment occurring prior to initiation of an Individualized Plan for
13 Employment (IPE). DVR and ~~DVS DSBVI~~ will not pay for emergency hospitalization or
14 treatment needed at the time of referral. However, diagnostic examinations or information
15 may be paid from DVR and ~~DVS DSBVI~~ funds for use in eligibility determination, priority
16 group placement, or determination of vocational rehabilitation needs. Physical and/or mental
17 restoration services will be purchased only from licensed or board certified health
18 professionals unless otherwise specified in DRS policy. Payment will be made in
19 accordance with the established fee schedule of the Department.

20 (b) Temporary conditions with sudden onset do not fall within the definition of impairment
21 for eligibility purposes. Emergency treatment of remediable conditions will not be purchased
22 by DVR and ~~DVS DSBVI~~ except under intercurrent illness policy. When the staff is in doubt
23 as to the effect of such a condition upon the outcome of the IPE objectives, a medical
24 consultation may be requested.

25 (c) DVR and ~~DVS DSBVI~~ do not provide long-term or ongoing physical or psychological
26 treatment. DVR and ~~DVS DSBVI~~ funds cannot be used to initiate treatment that is
27 reasonably anticipated to last more than three months unless supervisory approval has
28 been obtained for a three month extension. Additional three month extensions may be
29 approved if the client maintains reasonable progress toward achieving the vocational goal.
30 Persons needing long-term or ongoing treatment are to be referred to other medical
31 assistance sources if available.

32 (d) Payment from DVR and ~~DVS DSBVI~~ funds may be planned and authorized only after
33 applicable third party pay sources provide verification of the expense they will cover, and not
34 cover, associated with the physical or mental restoration services in question. When DVR
35 and ~~DVS DSBVI~~ funds are used to supplement a third party pay source, planned services
36 and the authorization will be limited to those expenses that fall within the scope of the
37 program and that do not exceed the difference between what the third party pay source will
38 pay and the Department's established payment schedule.

39 (e) Individuals with chronic disabilities that can be removed with little or no residual
40 limitations will not be eligible for purchase of services other than those related to the
41 required treatment.

42 (f) Physical and mental restoration services may include but are not limited to:

43 (1) Braces and orthotic devices.

44 (2) Chiropractic services. A chiropractor providing treatment must be duly licensed to
45 practice his profession in Oklahoma, have a current provider/vendor agreement with
46 DRS, and following evaluation of the client's needs, must provide a treatment plan with
47 goals, time frames and the estimated number of treatments required to meet the goals.

48 Treatment may not be extended beyond three months unless progress toward treatment
49 goals can be determined.

50 (3) Dental services. Dental services may be provided to treat or correct dental
51 conditions that constitute an impediment to employment or participation in the
52 rehabilitation process, produce health problems or aggravate an existing disability.
53 Dental services with a projected cost over \$5,000.00 require review by the DRS dental
54 consultant and supervisory approval.

55 (4) Dialysis and treatment for end-stage-renal-disease. DVR and ~~DVS~~ DSBVI may
56 assist with the cost of Medicare deductible, co-insurance, and services not covered by
57 Medicare if documentation states other resources are not available and the client is
58 actively participating in an IPE with treatment as part of the plan. Requests for kidney
59 transplants must be approved by the medical consultant.

60 (5) Prescription drugs and prescribed medical supplies. Prescription drugs and/or
61 prescribed medical supplies may be purchased when required for proper diagnosis, for
62 post-operative treatment, or to stabilize a documented disability. The need for the drugs
63 and/or medical supplies must be documented in a physician's report. Payment will be
64 made for generic type drugs unless the physician specifically requests a brand name
65 drug.

66 (6) Hearing aids and audiological services.

67 (7) Hospitalization when recommended by a physician and the client is to receive
68 medical treatment or surgery. Hospitalization may also be authorized for diagnostic
69 services upon recommendation of a physician.

70 (8) Treatment for intercurrent illness. Intercurrent illness is an illness or injury which
71 occurs during the course of an individual's vocational rehabilitation and, if not treated,
72 will complicate or significantly delay achievement of the client's employment outcome.
73 DVR and ~~DVS~~ DSBVI will purchase treatment for intercurrent illness or injuries if the
74 client is not covered by health insurance or eligible for comparable services and
75 benefits, or when the provision of services through comparable services and benefits
76 would significantly interrupt or delay treatment for an individual at extreme medical risk,
77 jeopardize a job placement or impair the individual's progress in achieving the planned
78 employment outcome.

79 (9) Laboratory work and x-rays if required by the physician to complete his examination
80 or in conjunction with diagnosis or treatment.

81 (10) Low vision services.

82 (11) Medical examinations, when necessary to determine eligibility, achieve a goal in
83 the IPE or when related to an intercurrent illness.

84 (12) Nursing services can be provided for a client who is convalescing from physical
85 restoration services if recommended by the doctor of treatment. Either Registered
86 Nurses or Licensed Practical Nurses may be used to provide this service when a current
87 medical vendor agreement is on file with the Department. Volunteers may be used if
88 less technical care is needed and if approved by the client's physician.

89 (13) Physical and occupational therapy may be provided on either an in-hospital or
90 outpatient basis if recommended by the attending physician.

91 (14) Post-operative care of cataract patients.

92 (15) Prosthetic eyes, glasses and other optical aids.

93 (A) Glasses and other visual aids and services may be prescribed or provided by
94 either an ophthalmologist or an optometrist. Other optical aids recommended by
95 optical aid clinics are purchased upon the recommendation of the specialist(s) in
96 one or more such clinics. Prosthetic eyes are provided, upon the recommendation
97 of an ophthalmologist.

98 (B) Lenses and frames for glasses purchased by DRS will be authorized at fee
99 schedule prices. The vendor may add a service charge not to exceed the
100 established fee. An additional code and fee may be added for tinting if it has been
101 prescribed by the physician or optometrist that performed the eye examination with
102 written medical/vocational justification.

103 (C) The fee that has been established for frames will only cover the cost of plain
104 sturdy frames. Clients do not have the option of selecting more expensive frames
105 and paying the difference between the vendor's price and the amount authorized. If
106 the vendor accepts payment from the client or a representative of the client and also
107 files a claim with the Department for the same services, a violation of the Provider
108 Agreement has occurred and the vendor would be subject to sanctions.

109 (D) If a client selects special frames and has sufficient resources to purchase them,
110 the frames should not be included on the authorization and the client would be
111 responsible for the entire cost of the frames.

112 (16) Prosthetic limbs.

113 (A) Prosthetic limbs may be provided if the prosthesis is recommended by a
114 physician. The client who has successfully worn a prosthesis will not be required to
115 see an orthopedist or physiatrist, or attend an amputee clinic unless some other
116 disorder is apparent.

117 (B) An individual who has never worn a prosthesis must be seen by a physician
118 before the prosthesis is provided. The client must agree to training in its use. Gait
119 training is considered Personal Adjustment Training and does not require client
120 participation in cost. However, physical therapists providing the training are
121 recognized as medical vendors and require authorizations completed on a Medical
122 Service Authorization.

123 (C) Persons with multiple amputations must have the special examination and
124 training.

125 (D) The counselor may authorize for a prescribed standard prosthesis without
126 further review. The choice of prosthesis must be closely related to its intended use
127 in a work setting, or in relation to reasonable independent living goals. Non-standard
128 prostheses (i.e., myoelectric) will not be purchased with DRS funds unless medically
129 justified and/or required for a specific employment, or independent living, outcome.
130 When a prosthesis other than a standard prosthesis is prescribed the counselor will
131 request a consultation from the appropriate medical consultant. Justification for the
132 non-standard prosthesis must be documented in the case record.

133 (17) Psychiatric and psychological treatment.

134 (A) Psychotherapy may be provided for emotional conditions which may be
135 expected to respond within a reasonable period of time. Psychotherapy can be
136 provided only by the sources in (1) - (5) of this Subsection.

137 (i) Psychiatrists certified by the American Board of Psychiatry and Neurology or
138 completed the required training and are "Board Qualified", or who have spent a
139 major portion of their time in a particular specialty for at least two years and are
140 recognized as specialists in the local community (same criteria as applied to
141 other medical specialists).

142 (ii) Licensed Doctors of Medicine or Doctors of Osteopathy who have received
143 specific training for and are experienced in performing mental health
144 therapeutic, diagnostic, or counseling functions.

145 (iii) Psychologists with a doctorate in clinical or counseling psychology who hold
146 a valid license to practice psychology.

147 (iv) Psychologists with a doctorate in clinical or counseling psychology who are
148 employed by governmental agencies exempt from the licensing law.

149 (v) Other licensed clinicians or those employed by governmental agencies who
150 have received administrative approval to provide this treatment service.

151 (B) Upon receipt of a written report from the therapist, the supervisor may approve
152 additional three-month periods of therapy. Clients needing long-term or ongoing
153 psychiatric or psychological treatment will be referred to the appropriate community
154 mental health center.

155 (C) Personal Adjustment Counseling may be provided for those persons with
156 emotional conditions who may benefit from counseling to bring about a more
157 adequate social adjustment, alleviate superficial anxiety, and to create more
158 effective interpersonal relationships. Personal Adjustment Counseling may be
159 provided by: those individuals listed in (17) (A) of this Subsection.

160 (18) Speech therapy/training as recommended in a speech evaluation. Speech
161 therapy, although provided by recognized speech therapists, is considered Personal
162 Adjustment training and is not based on financial status. The providers of speech
163 therapy are classified as medical vendors.

164 (19) Surgery and medical treatment.

165 (A) Surgery and complex or unusual medical treatment may be provided when
166 recommended by a specialist. Medical consultant approval will be obtained prior to
167 planning and authorizing a diagnostic procedure which could lead to immediate
168 surgical treatment. The medical consultant will give conditional approval for the
169 possible surgery if deemed necessary. Normal post-operative care is an integral
170 part of the surgery; therefore, no post-operative charges are to be paid above the
171 approved surgical fee.

172 (B) Specified outpatient surgical services are approved for payment when provided
173 in qualified outpatient surgical facilities. Qualified facilities include Medicare certified
174 free standing ambulatory surgical centers, Medicare certified hospitals offering
175 outpatient surgical services, and hospitals which have an agreement with DRS.

176 (C) The counselor will advise the client he/she may be liable for any balance due
177 when payment by private insurance exceeds the Department allowable rate.

178 (20) Weight loss treatment. A weight loss plan or treatment are included as a service in
179 the IPE for individuals who are eligible on the basis of obesity. A licensed dietician or a
180 physician skilled in weight reduction must monitor any treatment program authorized by
181 the agency. Surgery for weight loss is not provided unless medically recommended as
182 treatment for morbid obesity, a second confirming medical opinion is obtained, the
183 surgery is approved by the DRS medical consultant and supervisory approval is
184 obtained. Before approving DRS provision of surgery for treatment of morbid obesity,
185 the supervisor shall consider the individual's past experience with standard weight loss
186 protocols, and medical and behavioral factors that may impact the individual's ability to
187 obtain long-term benefit from the surgery.

188 (21) Wheelchairs and other durable medical equipment when prescribed by a physician
189 or recommended by an occupational therapist, physical therapist, assistive technology
190 specialist or person with equivalent qualifications. Power mobility devices may be
191 purchased for individuals when necessary to assist the client in achieving IPE goals.

192 (A) The client, and/or client's authorized representative, will participate in choosing
193 from which vendor the wheelchair or durable medical equipment will be purchased.
194 Wheelchairs and other durable medical equipment will be authorized at the agency
195 approved fee.

196 (B) The client, or client's family or authorized representative as appropriate, is
197 responsible for maintaining wheelchairs or other durable medical equipment in good
198 working order. DVR and ~~DVS~~ DSBVI will pay for repairs to wheelchairs or other
199 durable medical equipment during the life of the case unless there is clear evidence
200 the equipment has been damaged due to client abuse or neglect. An agency-
201 purchased wheelchair will be returned to the agency if the client becomes unable to
202 use it.

203 (C) Wheelchair rental may be authorized for a period not to exceed six months
204 when necessary to assist the client with mobility. An exception can be made if it is
205 documented that rental is more cost effective than purchase.

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.

8 (b) **Provision of maintenance.** To receive maintenance, an individual must be either an
9 eligible DVR or ~~DVS~~ DSBVI client or an applicant for vocational rehabilitation services
10 undergoing diagnostic evaluation and testing. For an accepted client, maintenance must be
11 a supportive service related to outcomes listed in the Individualized Plan for Employment.
12 The costs of the maintenance may not exceed the amount of increased expenses that the
13 IPE causes for the individual or his/her family. The provision of maintenance as a supportive
14 service is not synonymous with general assistance payments. It is not intended to pay for
15 those living costs that exist irrespective of the individual's status as a DVR and ~~DVS~~ DSBVI
16 client. Maintenance payments must be carefully tied to the achievement of specific VR
17 outcomes which must be stated and documented in the case record and the IPE to justify
18 such payments. Maintenance cannot substitute for or supplement income assistance
19 payments.

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

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

29 (3) **Maintenance for training.** Maintenance can be authorized for full time vocational
30 school students or college students. Maintenance can be authorized for a client granted
31 an exception to the full-time attendance requirement under 612:10-7-150(a). DRS will
32 not pay for assistance with room and board expenses if there is a state funded
33 vocational school, college or university within 40 miles of the client's official residence.
34 In addition, DRS will only sponsor room and board expenses related to on-campus
35 housing options with the lowest cost. Exceptions to this policy may be granted due to
36 issues such as disability requirements. All exceptions must be approved by the
37 Programs Manager and thorough justification must be documented in the case.

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

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

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

46 (1) required by the training facility;

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

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

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

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

2 (a) **Types of training.** Training provided by DVR and ~~DVS~~ 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 (2) **Prevocational.** Prevocational training includes any form of academic or basic
8 training provided for the preparatory skills needed for entrance into a vocational training
9 program or employment. Prevocational training is initiated to enhance occupational
10 knowledge or skills or to remove an educational deficiency interfering with employment.

11 (3) **Personal or work adjustment.** Personal or work adjustment training includes any
12 training given for one or a combination of the reasons given in (A) - (D) of this
13 paragraph.

14 (A) To assist the individual in developing personal habits, attitudes, and skills
15 enabling the individual to function effectively in spite of disability.

16 (B) To develop or increase work tolerance prior to engaging in prevocational or
17 vocational training or in employment.

18 (C) To develop work habits and to orient the individual to the world of work.

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

21 (b) Training may be provided for clients who:

22 (1) are mentally, physically and/or emotionally capable of pursuing a course of training
23 to completion;

24 (2) require training to achieve an employment outcome or other goals established in the
25 Individual Plan for Employment (IPE); and

26 (3) are determined to have a reasonable opportunity for obtaining employment in the
27 chosen vocation.

28 (c) Decisions related to training are based on the individual needs and informed choices of
29 the client as identified in the IPE.

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

35 (e) Federal regulations require a search for comparable services and benefits with the
36 results documented before payment can be made for training in the following institutions:
37 colleges, universities, community/junior colleges, public or private vocational/technical
38 schools, or hospital schools of nursing. PELL grants and other available Federal/State
39 student aid (excluding merit awards) must be applied to tuition, fees and all other

40 educational expenses as a first dollar source prior to consideration of the expenditure of
41 DRS funds.

42 (f) Training costs will not be authorized beyond the first DVR and ~~DVS~~ DSBVI sponsored
43 enrollment until proof of the availability of comparable benefits is received by the counselor.

44 (g) Once training has begun, the client is expected to progress toward the vocational
45 objective at a steady rate. This requires the client to attend training on a regular basis, and
46 maintain a full-time load unless an exception is granted by the counselor due to severity of
47 disability, scheduling problems or other valid reasons. Training progress reports or other
48 methods of reporting (i.e., grade reports, transcripts) are utilized to document training
49 progress. Sporadic attendance and reduced training loads causing a delay in the
50 completion of training must be reviewed by the counselor. The client is responsible for
51 advising the counselor of problems encountered during the training program.

52 (h) All types of institutional, technical, personal adjustment or employment training are
53 purchased by an authorization issued by the counselor.

1 **612:10-7-149. College and university training [AMENDED]**

2 (a) Training for rehabilitation clients is provided in those colleges and universities which are
3 accredited by the appropriate accrediting agency, whose credits will be given full recognition
4 by other accredited colleges and universities, and which are under contract. Private and
5 denominational colleges and universities may be used for the training of DRS clients,
6 provided they are accredited and under contract.

7 (b) Clients approved for college or university training must exhibit the ability to do college
8 work. The counselor will have evidence in the case file indicating the client's ability to do
9 college work before a program is developed calling for training at the college or university
10 level.

11 (c) For DVR and ~~DVS~~ DSBVI clients pursuing a college or university degree, the
12 Department will sponsor only the number of semester hours or remaining hours required for
13 a specific degree. Exceptions may be approved by the counselor.

14 (d) Previously completed credit hours which are applicable to the degree requirements will
15 be incorporated in the development of the IPE. When a client changes majors, DVR and
16 ~~DVS~~ DSBVI funding will be limited to the number of credit hours needed for the new major
17 minus the number of DVR and ~~DVS~~ DSBVI funded credit hours lost due to the change in
18 majors, unless the change in majors results from circumstances beyond the client's control.

1 **612:10-7-150. Continued eligibility for college or university training [AMENDED]**

2 (a) **Requirements for continued eligibility.** DVR or ~~DVS~~ DSBVI clients in college or
3 university training will be expected to attend classes regularly and make continuous
4 progress toward graduation. ~~To continue assistance with college or university training, the~~
5 ~~client must maintain a cumulative 2.0 grade-point average (GPA), based on a four point~~
6 ~~(4.0) scale. The client must carry the minimum number of semester hours determined to be~~
7 ~~full time at the school attended. Exceptions may be granted by the counselor, based on~~
8 ~~severity of disability, scheduling problems, or other valid reasons. When a client fails to meet~~
9 ~~the requirements for continued sponsorship the guidelines in (1) – (5) of this Subsection are~~
10 ~~to be followed:~~

11 ~~(1) Payment of training services based on client's financial status will not be provided if~~
12 ~~the client's grades fall below 1.5 cumulative GPA.~~

13 ~~(2) Training services may be paid for a client having a cumulative GPA between 1.5~~
14 ~~and 1.9 for the first semester that grades fall below 2.0 cumulative GPA. Subsequent~~
15 ~~enrollments can only be paid if the student's cumulative GPA shows progress.~~

16 ~~(3) A client failing to meet the grade point requirement may continue to receive services~~
17 ~~not based on financial status.~~

18 ~~(4) A client failing to meet grade point requirements may be approved by the counselor~~
19 ~~if there are extenuating circumstances beyond the client's control.~~

20 ~~(5) A client failing to meet grade point requirements will be contacted as soon as~~
21 ~~appropriate to complete a program review to determine if a change in services,~~
22 ~~vocational goal, or objectives is needed. A client failing to meet chosen goals will not~~
23 ~~have his/her case closed until the counselor has provided counseling and guidance and~~
24 ~~determined that a change in the IPE is inappropriate. The counselor should investigate~~
25 ~~the need for further vocational and/or educational evaluation to explore alternative~~
26 ~~employment goals.~~

27 (b) ~~To continue assistance with college or university training, the client must maintain a~~
28 ~~cumulative 2.0 grade-point average (GPA), based on a four point (4.0) scale. The client~~
29 ~~must carry the minimum number of semester hours determined to be full time at the school~~
30 ~~attended. Exceptions may be granted by the counselor, based on severity of disability,~~
31 ~~scheduling problems, or other valid reasons. When a client fails to meet the requirements for~~
32 ~~continued sponsorship the guidelines in (1) – (5) of this Subsection are to be followed:~~

33 (c) The client must maintain at a minimum the cumulative GPA required by the Institution
34 for the client's major field of study. If the client is unable to consistently maintain the
35 minimum cumulative GPA for their chosen field of study, the Counselor will reassess the
36 justification for continued training and whether a change in vocational goal is necessary.

37 (d) The client must carry the minimum number of semester hours determined to be full time
38 at the school attended. Exceptions may be granted by the counselor, based on severity of
39 disability, scheduling problems, or other valid reasons.

40 (e) (When a client fails to meet the requirements for continued sponsorship the guidelines in
41 (1) – (5) of this Subsection are to be followed:

42 (1) Payment of training services based on client's financial status will not be provided if
43 the client's grades fall below 1.5 cumulative GPA.

44 (2) Training services may be paid for a client having a cumulative GPA between 1.5
45 and 1.9 for the first semester that grades fall below 2.0 cumulative GPA. Subsequent
46 enrollments can only be paid if the student's cumulative GPA shows progress.

47 (3) A client failing to meet the grade point requirement may continue to receive services
48 not based on financial status.

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

51 (5) A client failing to meet grade point requirements will be contacted as soon as
52 appropriate to complete a program review to determine if a change in services,
53 vocational goal, or objectives is needed. A client failing to meet chosen goals will not
54 have his/her case closed until the counselor has provided counseling and guidance and
55 determined that a change in the IPE is inappropriate. The counselor should investigate
56 the need for further vocational and/or educational evaluation to explore alternative
57 employment goals.

58 (f) **Withdrawals and failures.** Clients who withdraw or fail courses paid by DVR and DVS
59 DSBVI will be required to pay for a like number of hours during the following enrollment
60 period subject to the guidelines in (a) of this Section.

1 **612:10-7-152. Payment of tuition and fees at colleges and universities [AMENDED]**

2 (a) **Public institutions of higher learning.** Tuition and fees for DVR and ~~DVS~~ DSBVI
3 clients attending public colleges and universities will be paid at the rate set for resident
4 students by the Oklahoma Regents for Higher Education and within limits prescribed by the
5 Legislature. DVR and ~~DVS~~ DSBVI will pay those fees charged to all students and special
6 fees associated with required courses in the student's major field of study.

7 (b) For the first 60 credit hours or during the completion of an Associate's degree, DRS will
8 only sponsor up to the cost of tuition and fees charged by the local state funded community
9 college or state university within 40 miles of the client's official place of residence. If the
10 client chooses to attend a different training site, DRS will only sponsor an amount equivalent
11 to the amount that would be sponsored if attending the local college/university. Additional
12 transportation or maintenance costs related to attending another training site will not be
13 sponsored by DRS.

14 (c) For the completion of a Bachelor's degree, DRS will only sponsor up to the cost of
15 tuition and fees charged by the state funded college or university closest to the client's
16 official place of residence that offers a program to reach the vocational objective. Additional
17 transportation or maintenance costs related to attending another training site will not be
18 sponsored by DRS.

19 (d) Exceptions to the policies for college/university training must be approved by the
20 Programs Manager through justification and must be documented in the case. Possible
21 exceptions include but are not limited to:

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

24 (2) The degree major approved by the DRS Counselor for the client is not available at
25 the local college or university.

26 (e) After the completion of the first semester, a grade report, proof of enrollment, and an
27 itemized invoice are required documentation to support the authorization for tuition and fees.
28 It is the responsibility of the client to provide this support documentation. The client may
29 provide this documentation electronically or as a printed document in the standard format
30 used by the school.

31 (f) **Private institutions of higher learning.** Tuition and fees for students in attendance at
32 accredited private or denominational schools will be paid at the same rate as that paid at
33 state-supported colleges or universities of equal rank. After the completion of the first
34 semester, a grade report, proof of enrollment, and an itemized invoice are required
35 documentation to support the authorization for tuition and fees. It is the responsibility of the
36 client to provide this support documentation. The client may provide this documentation
37 electronically or as a printed document in the standard format used by the school.

38 (g) **Federal/State student aid.** Pell Grant and all other Federal/State aid (excluding merit
39 awards) must be applied to tuition, fees and all other educational expenses as a first dollar
40 source prior to the consideration of the expenditure of DRS funds regardless of whether the
41 student is attending a public or private institution of higher education.

42 (h) **Cost documentation.** Each client is responsible for providing the counselor a copy of
43 the college or university's current semester costs before the designated "Drop and Add"
44 date.

1 **612:10-7-158. Training for individuals in custody of the Department of Corrections**
2 **[AMENDED]**

3 DVR and ~~DVS~~ DSBVI funds are not used to defray the cost of training for individuals in
4 the custody of the Department of Corrections. This does not apply to individuals who meet
5 the criteria set forth within a joint memorandum of understanding between DRS and the
6 Department of Corrections.

1

1 **612:10-7-161. Public and private vocational schools [AMENDED]**

2 (a) Client training may be purchased from public or private vocational schools that have a
3 valid purchasing agreement with DRS, after use of available comparable benefits such as
4 PELL grants and other federal/state student aid (excluding merit awards).

5 (b) Privately-owned vocational schools must be accredited or licensed through the
6 appropriate state board, if applicable, before a purchasing agreement with DRS can be
7 finalized. Tuition at privately owned vocational schools will be paid at rates approved by the
8 Oklahoma Commission for Rehabilitation Services sitting as the Rates and Standards
9 Committee. The authorized rate will remain constant during the contract period.

10 (c) Continued eligibility of a client in training at a vocational school will be based on the
11 client's performance in respect to grades, progress and attendance. The minimum
12 standards used by the training facility for satisfactory progress in respect to grades and
13 attendance will be utilized by DVR and ~~DVS~~ DSBVI staff in determining the progress of the
14 client.

15 (1) DVR and ~~DVS~~ DSBVI sponsored clients attending vocational technical schools who
16 withdraw or fail course work will be required to pay for like credit or clock hours during
17 the following enrollment period.

18 (2) A client who fails to meet agency sponsorship guidelines for training at vocational
19 technical schools may continue to receive services not requiring client participation in
20 cost of services.

21 (3) A client failing to meet agency sponsorship guidelines may be approved by the
22 counselor if there are extenuating circumstances.

23 (4) A client failing to meet agency sponsorship guidelines will be contacted as soon as
24 appropriate to complete a program review to determine if a change in services,
25 vocational goal or objective is needed. A client failing to meet chosen goals will not
26 have her/his case closed until the counselor has provided counseling and guidance and
27 has determined that a change in the IPE is inappropriate. The counselor should
28 investigate the need for further vocational and/or educational evaluation to explore
29 alternative employment goals.

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 ~~DVS~~ DSBVI. Only textbooks for the current semester's enrollment
10 will be provided.

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

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 ~~DVS~~ DSBVI will
15 pay for repairs to supplies and training tools purchased with DVR and ~~DVS~~ DSBVI funds
16 during the life of the case unless there is clear evidence the supplies or training tools have
17 been 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. The cost of computers and related equipment will not be
32 included in an allowance for textbooks and supplies.

1 **612:10-7-183. Ongoing support services [AMENDED]**

2 The individual will be provided needed and appropriate ongoing support services such
3 as job site training, transportation, service to family members, or any service necessary to
4 achieve and maintain the supported employment placement throughout the term of
5 employment. DVR and ~~DVS~~ DSBVI sponsored support services are provided from the time
6 of placement until the individual is stabilized on the job (completion of "Stabilization
7 Milestone") by the service provider.

1 **612:10-7-184. Extended services [AMENDED]**

2 Extended services are a continuation of ongoing support services provided to
3 individuals in Supported Employment at completion of stabilization, during the "Successful
4 Rehabilitation" Milestone and beyond case closure. Such services consist of the provision
5 of specific services, including natural supports, needed to maintain the supported
6 employment placement. Extended services are specifically identified in the IPE. Except as
7 provided by federal law with regard to youth with the most significant disabilities, extended
8 services are paid from funding sources other than DVR and ~~DVS~~ DSBVI. An individual may
9 not be found ineligible for supported employment services because the resource for
10 providing extended services cannot be identified.

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 are ~~exempt from client participation in cost of service. Hours of reader service~~
5 ~~purchased shall be based upon the client's needs with respect to reading of textbooks,~~
6 ~~training materials or other printed materials used in the rehabilitation process~~ may be
7 provided for those consumers who are involved in educational or vocational training,
8 employment search or entry into employment. Clients will be expected to utilize any
9 comparable services, including available assistive technology devices and services prior to
10 authorization of reader services.

11 (b) ~~Payment for reader services will be based on the Federal Minimum Wage, unless the~~
12 ~~counselor justifies use of a higher basis for readers of specialty subjects (e.g., law, science,~~
13 ~~technology, professions). Reader services may not be paid in advance. Payment is~~
14 ~~authorized directly to the client in the same manner as maintenance or transportation and~~
15 ~~may be included on the same authorization with either or both of these other services.~~
16 Reader services are exempt from client participation in cost of service. DRS will pay up to
17 five (5) hours of reader service per month. Additional hours of reader service may be
18 approved by the Programs Manager with justification.

19 (c) ~~Individuals who have difficulty reading or using standard print materials will be referred~~
20 ~~to existing resources for recorded, large print, Braille and digital books and materials. Any~~
21 ~~required fee or materials cost for a recorded/digital textbook service may be paid through~~
22 ~~DVR and DVS funds and is not based on financial status determination. Payment for reader~~
23 ~~services will be based on the Federal Minimum Wage. However, the counselor may~~
24 ~~authorize up to \$2.00/hour above minimum wage with consideration being given to factors~~
25 ~~such as the significance of the event and the likelihood of technical/foreign language being~~
26 ~~used. Reader services may not be paid in advance. Payment is authorized directly to the~~
27 ~~client in the same manner as maintenance or transportation and may be included on the~~
28 ~~same authorization with either or both of these other services.~~
services will be based on the Federal Minimum Wage. However, the counselor may
authorize up to \$2.00/hour above minimum wage with consideration being given to factors
such as the significance of the event and the likelihood of technical/foreign language being
used. Reader services may not be paid in advance. Payment is authorized directly to the
client in the same manner as maintenance or transportation and may be included on the
same authorization with either or both of these other services.

29 (d) The individual receiving the service shall maintain a record of the reading time he/she
30 has been provided. The record must be signed and dated by the reader and the individual,
31 and returned to the counselor at the end of each month. The record shall include:

32 (1) Individual's name;

33 (2) Reader's name and address;

34 (3) Date service started and ended

35 (4) Subjects read and time devoted to each

36 (e) Individuals who have difficulty reading or using standard print materials will be referred
37 to existing resources for recorded, large print, Braille and digital books and materials. Any
38 required fee or materials cost for a recorded/digital textbook service, reading or scanner app
39 may be paid through DVR and DSBVI funds and is not based on financial status
40 determination.

1 **612:10-7-201. Rehabilitation teaching services [AMENDED]**

2 Rehabilitation teachers provide counseling and instruction to aid clients in adjusting to
3 blindness and severe visual impairment. All clients who are legally blind, severely visually
4 impaired or have a rapidly progressive eye condition are to be referred to a rehabilitation
5 teacher. Exceptions are allowed in instances where rehabilitation teaching services have
6 been provided and the client appears to be functioning independently, or when physical
7 restoration services are planned which will likely restore the client's functioning to a level
8 which would remove the need for rehabilitation teaching. Rehabilitation teachers employed
9 by the Division of ~~Visual~~ Visual Services for the Blind and Visually Impaired may serve clients who
10 are legally blind jointly with the DRS counselor.

1 **612:10-7-205. Services to persons who are deaf-blind [AMENDED]**

2 (a) **Overview of services.** Because of the overwhelming impact upon the individual with a
3 combination disability of deafness and blindness, a multiple disciplinary approach is needed
4 to adequately serve these individuals. Unique problems in mobility and communication can
5 cause severe social, recreational, academic deprivation and long term prevocational training
6 may be necessary. Persons who are deaf-blind are capable of competitive employment and
7 the counselor will carefully evaluate expected employment outcomes.

8 (b) **Deaf-Blindness Specialist.** To promote and coordinate appropriate services for
9 persons with dual losses of vision and hearing, the Division of ~~Visual Services for the Blind~~
10 and Visually Impaired employs a Deaf-Blindness Specialist. This specialist works with
11 counselors, rehabilitation teachers and others who provide services directly to clients who
12 are deaf-blind. A major role served by this specialist is coordinating services and ensuring
13 dialogue among schools, programs, agencies and organizations serving the deaf and blind.

1 **612:10-7-206. Assistive technology services for individuals with visual impairments**
2 **[AMENDED]**

3 The need for assistive technology devices and services is to be addressed in the client's
4 Individualized Plan for Employment. Counselors and rehabilitation teachers may refer
5 clients with visual disabilities to the Division of ~~Visual~~ Services for the Blind and Visually
6 Impaired assistive technology laboratory for blindness and low vision which may provide or
7 procure:

- 8 (1) assistive technology evaluations;
- 9 (2) recommendation of assistive technology devices and services to meet individual
10 needs;
- 11 (3) training in use of technology and devices, referral to training sources and
12 information on training options;
- 13 (4) information on technologies and devices to meet specific individual needs;
- 14 (5) technical assistance for installation and operation of select applications and devices;
15 and
- 16 (6) demonstration and loan of adaptive aids, devices, electronic and computer
17 technologies and other assistive technology products.

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 ~~DVS~~ DSBVI will not pay for repairs to tools, occupational equipment, initial
8 stocks and supplies purchased with DVR and ~~DVS~~ DSBVI funds once title has been
9 released to the client. DVR and ~~DVS~~ DSBVI will not pay for repairs before title is released
10 when there is clear 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 in finding resources to help in this
18 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. If the client is required to participate in cost of services, the
25 payment will be made to the nonmedical vendor. When the equipment is received and/or
26 installed, the appropriate rehabilitation professional completes the Receipt for Equipment
27 and Title Agreement. If the purchase total is \$5,000 or more, the rehabilitation professional
28 then signs the vendor's invoice and routes it to DRS state office.

29 (d) Used tools or equipment may be purchased when it is evident considerable savings may
30 be affected. Used equipment or tools are to be appraised piece-by-piece by at least three
31 shop owners or managers in the same type of work, and who are not acquainted with the
32 vendor.

33 (e) If the counselor, after a thorough check of the tools or equipment, finds they are not
34 being used for the purpose for which they were purchased, the counselor is to repossess
35 the tools or equipment by executing the Release or Receipt of Equipment form.

1 **612:10-7-220. Vehicle modification services [AMENDED]**

2 (a) Vehicle modification services may be provided as needed to enable a Vocational
3 Rehabilitation client to prepare for, enter or retain employment. Vehicle modifications
4 include the range of modifications and special equipment needed by a person with an
5 impairment to drive or be a passenger in a vehicle. Vehicle modifications above the State
6 Capitalization rate are subject to the Prior Approval from RSA in accordance with 2 CFR
7 200.439.

8 (b) Vehicle modification services provided to an individual in the Vocational Rehabilitation
9 program may include:

- 10 (1) purchase and installation of adaptations or devices in a vehicle;
- 11 (2) assistance with payment of the portion of the cost attributable to modifications pre-
12 installed in a new or used vehicle purchased from a dealer;
- 13 (3) evaluation of an individual's ability to operate a motor vehicle;
- 14 (4) prescription of required devices specific to both the individual's needs and the
15 vehicle; and
- 16 (5) training in the operation of the vehicle.

17 (c) Vehicle modifications which are projected to cost the amount of the DCAM authority
18 order limit or less will be made in accordance with 612:10-1-7. Vehicle modifications
19 projected to cost more than the DCAM authority order limit will require additional processing
20 by DRS Central/Departmental Services after the process is completed by the counselor as
21 outlined in Categories A through C below. Clients purchasing new vehicles shall apply for
22 any mobility equipment rebate available from the vehicle manufacturer and the amount of
23 any such rebate shall be assigned to DRS.

24 (1) Category A: New or used vehicle with structural modifications: In this process, the
25 vehicle will be purchased by client choice and not obtained through a bid process. The
26 client will be responsible for the purchase of the vehicle and DRS will be responsible for
27 the costs attributable to the structural modifications.

28 (2) Category B: New or used vehicle with structural modifications and accessibility
29 modifications additions: In this process, the vehicle will be purchased by client choice
30 and not obtained through a bid process. The client will be responsible for the purchase
31 of the vehicle and DRS will be responsible for the costs attributable to the structural
32 modifications and the accessibility modification additions. DRS will participate in this
33 method only if the client obtains warranty from the mobility aids vendor. A copy of the
34 warranty agreement will be obtained by the counselor and maintained in the case file.

35 (3) Category C: Any modifications to a new or used vehicle not purchased as part of
36 the vehicle package with a cost greater than the DCAM authority order limit will require
37 additional processing by C/DS after the bid process is completed by the counselor in
38 accordance with 612:10-1-7.

39 (d) The qualifications in (1) – (9) of this Subsection apply to all vehicle modifications.

40 (1) The client or individual providing the transportation must have a current, valid
41 driver's license. If the client will be driving the vehicle and does not yet have a driver's
42 license, he/she must be legally permitted to drive or participate as a driving student.

- 43 (2) The name of the client must appear on the title to the vehicle and current vehicle
44 registration. The client may be listed as a co-owner on these documents.
- 45 (3) The client must agree to maintain the vehicle for the predictable life of the
46 equipment and is responsible for maintaining special equipment in good working order.
47 DRS may pay for repairs to such equipment during the life of the case unless there is
48 clear evidence that the special equipment has been damaged due to client abuse or
49 neglect as determined by the dealer, vendor or Assistive Technology Specialist.
- 50 (4) The client must maintain both collision and comprehensive insurance on the vehicle,
51 including the equipment.
- 52 (5) The vehicle must be evaluated by an Assistive Technology Specialist or person with
53 equivalent qualifications (Driver Rehabilitation Instructor, Occupational Therapist, Rehab
54 Engineer, etc.) for identification of the appropriate adaptive equipment and assessment
55 of the compatibility of the vehicle with recommended adaptive equipment.
- 56 (6) A used vehicle must be inspected by an ASE or manufacturer certified mechanic to
57 assure it is mechanically and structurally sound before equipment can be installed. This
58 inspection may be authorized by the counselor if necessary. If the ASE or manufacturer
59 certified mechanic recommends it, a separate inspection related to structural soundness
60 will be completed. This inspection may be authorized by the counselor.
- 61 (7) Existing modifications on a new or used vehicle shall be inspected for the
62 appropriateness of the adaptive equipment for the consumer's needs by the Assistive
63 Technology Specialist or other qualified person. DRS also requires documentation that
64 existing modifications on a used vehicle have been inspected by the mobility equipment
65 dealer/vendor to determine efficiency, quality and fair market value of the modification or
66 adaptive equipment. This documentation may be obtained directly from the mobility
67 equipment dealer/vendor or from the lender when such documentation has been
68 required for loan approval.
- 69 (8) DRS will not pay the expense of replacing the equipment unless the equipment no
70 longer meets the needs of the client as determined through review of current medical
71 reports and assistive technology evaluation indicating replacement is required to meet
72 the IPE goals.
- 73 (9) Certain types of vehicle modification equipment are considered "transferable" by
74 design: i.e., hand controls, left foot accelerator, and hitch lift systems for
75 wheelchairs/scooters. DRS may assist with the cost of transferring this type of
76 equipment to meet the IPE goals. These modifications are categorized as non-
77 structural modifications.
- 78 (10) When vehicle modifications are completed, installation is to be inspected by an
79 Assistive Technology Specialist or person with equivalent qualifications, to determine if
80 the authorized equipment conforms to prescribed standards, is properly installed and
81 meets the functional needs of the client. The counselor must obtain a statement of
82 satisfaction from the client.

1 **612:10-7-221. Housing Modification [AMENDED]**

2 (a) Modification of a residence may include installation of ramps, widening of doors,
3 installation of grab bars and other accessibility modifications when such modifications are
4 necessary to support the consumer in achievement of an employment outcome. Major
5 structural modifications such as room additions or major wall removal will not be provided by
6 DRS without supervisor approval. Housing modifications that will cost more than the DCAM
7 authority order limit require supervisor approval. All housing modifications are subject to the
8 Prior Approval from RSA in accordance with 2 CFR 200.439.

9 (b) In all situations where housing modification is to be done, the owner of the house must
10 sign a written release form. In those situations where the consumer is a renter, the
11 renter/consumer is responsible for obtaining the written release from the owner. The
12 counselor must make a referral to the Assistive Technology (AT) Specialist who will make
13 the evaluation of the residence and recommend the modifications needed to make the
14 residence accessible and usable for the consumer. After modifications have been
15 completed the counselor will contact the AT Specialist for inspection of the home, to ensure
16 the modifications conform to prescribed standards and meet the consumers accessibility
17 needs. The AT Specialist will provide a report to the counselor and the counselor must get
18 a statement of satisfaction from the consumer.

1 **612:10-7-233. Special consideration in state government employment for persons**
2 **with severe disabilities [AMENDED]**

3 (a) Oklahoma statute [74 O.S. 840-4.12] establishes provisions to promote the employment
4 of persons with severe disabilities in state government. The law waives written entrance
5 examinations and certain other hiring procedures administered by Human Capital
6 Management (HCM) for persons who are certified as having a severe disability based on
7 standards and criteria established by the Administrator of HCM. Such applicants must be
8 legal residents of Oklahoma and must meet minimum qualifications specified in applicable
9 job specifications. Rules implementing the provisions of 74 O.S. 840-4.12 are found at OAC
10 ~~530:10-9-100~~ 260:25-9-100. HCM rules refer to these provisions as the Optional Program
11 for Hiring Applicants with Disabilities.

12 (b) For purposes of the Optional Program for Hiring Applicants with Disabilities, the
13 Department of Rehabilitation Services (DRS) shall certify that an applicant has a severe
14 disability according to the definition of "individual with a severe disability" in OAC 612:10-1-
15 2, which the HCM Administrator has established as the standard for disability certification.
16 DRS shall provide electronic or written verification of an applicant's severe disability to the
17 applicant and to Human Capital Management.

18 (c) Counselors will document the severity of the disability using existing DRS case
19 information for current or former clients. Individuals who have not been DRS clients will
20 provide the counselor with documentation necessary for determining that the individual has
21 a severe physical or mental impairment which seriously limits one or more functional
22 capacities. Medical examinations may not be purchased solely to certify eligibility under 74
23 O.S. 840-4.12.

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 (b) **Required Activities.** Services may be provided to students, or groups of students, with
20 disabilities who are eligible or potentially eligible for VR services in the following areas:

21 (1) Job exploration counseling.

22 (2) Work-based learning experiences, which may include in-school or after school
23 opportunities or experience outside the traditional school setting, including internships,
24 that is provided in an integrated environment to the maximum extent possible.

25 (3) Counseling on opportunities for enrollment in comprehensive transition or
26 postsecondary educational programs at institutions of higher education.

27 (4) Workplace readiness training to develop social skills and independent living.

28 (5) Instruction in self-advocacy, including instruction in person-centered planning, which
29 may include peer mentoring, including peer mentoring from individuals with disabilities
30 working in competitive integrated employment.

31 (c) **Delivery of Services.** Pre-ETS may be delivered in collaboration with school
32 districts/LEAs via any combination of:

33 (1) Vocational rehabilitation counselors

34 (2) The vocational rehabilitation counselor will coordinate Pre-ETS with other entities
35 who maybe delivering these services.

36 (3) Other entities contracted with VR such as:

37 (A) Community Rehabilitation Programs

38 (B) Independent Living Centers

39 (d) **Considerations under 00S.** VR must continue to provide Pre-ETS to students with
40 disabilities who were receiving such services prior to being determined eligible for ~~VS~~ SBVI
41 and are placed in a closed category.

42 (e) Pre-Employment Transition Coordination.

43 (1) District office staff will be responsible for attending IEP meetings for students with
44 disabilities when invited; using conference calls and video conferences, when
45 necessary;

46 (2) working with local workforce development boards, job centers and employers to
47 develop work opportunities for students with disabilities, including apprenticeships,
48 internships, summer employment and other employment opportunities available
49 throughout the school year;

50 (3) working with schools to coordinate and ensure the provision of Pre-ETS; and

51 (4) attending person-centered planning meetings for individuals with developmental
52 disabilities receiving SSI-D/Medicaid when invited.

1 **612:10-7-245. Definitions [AMENDED]**

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

4 "**FLSA**" means the Fair Labor Standards Act which sets forth labor standards and
5 protections as enforced by the U.S. Department of Labor.

6 "**IDEA**" means the Individuals with Disabilities Education Act, P.L. 101-476 which
7 ensures the rights and protections of children with disabilities and their parents being served
8 by public education agencies through special education services and on an individualized
9 education program (IEP).

10 "**IEP**" means Individualized Education Program. This is an educational document
11 developed on an annual basis that documents the educational and transition goals students
12 are working toward each year in grades PK-12.

13 "**LEA**" means Local Educational Agency, or local school district.

14 "**SDE**" means State Department of Education.

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

18 "**Teacher coordinator**" means a teacher employed by a school who is released as part
19 of her work day and responsible for working with ~~DVR/DVS~~ DVR/SBVI counselors and
20 students eligible for the Transition from School to Work Program.

21 "**Work Adjustment Training (WAT)**" is provided on a work site, in a school, or in an
22 approved Community Rehabilitation Program having valid contracts with DRS. WAT may
23 also include (but is not limited to) activities aimed toward work tolerance, development of
24 personal habits, attitudes, and work habits necessary to orient the individual to the world of
25 work. High school students eligible for this service must be at least 16 years of age and
26 may not participate for more than 18 months unless determined necessary by the counselor
27 and client.

28 "**School Work Study (SWS)**" allows students with disabilities to work on the school
29 campus. The students are supervised or closely monitored by school personnel, and the
30 school pays the students a stipend with DRS making reimbursement to the school for that
31 payment. The stipend is not a wage/salary. The school maintains liability for the students
32 while working on campus.

33 "**Trial Work/Extended Evaluation**" has the meaning given these terms in DRS policy
34 and federal law/rules.

35 "**Work Site Learning (WSL)**" allows students with disabilities to work in the community.
36 The students are supervised or closely monitored by school personnel, and the school pays
37 the students a stipend with DRS making reimbursement to the school for that payment. The
38 stipend is not a wage/salary. The school maintains liability for the students while working off
39 campus.

40 "**Employer Work Study (EWS)**" allows students with disabilities employment
41 experience in part-time jobs in the community with the employers paying the

42 wages/salary(ies). In this instance, the students are employees of the community
43 employers, and DRS does not reimburse the employers for the wages/salary(ies).

1 **612:10-9-5. Vocational rehabilitation [NEW]**

2 The consumer can receive the services of the Instructional Services program while being
3 served through the Vocational Rehabilitation counseling program. The staff member will
4 provide comprehensive instructional services necessary for the consumer to meet the
5 employment goal.

6 (1) **Referral from rehabilitation counselor.** Consumers who are legally blind or
7 severely visually impaired receiving services through a rehabilitation counselor will be
8 referred for Rehabilitation Teaching and Orientation & Mobility (O & M) services.
9 Through the diagnosis and evaluation process the staff member gathers information to
10 aid in determining needs for instructional services.

11 (2) **Rehabilitation teaching services in joint cases.** Important services provided by
12 the teacher include evaluation and training in areas related to employment which
13 include but are not limited to consumer and family adjustment to blindness, competence
14 in communication, job readiness skills, personal management, home management, and
15 basic orientation to immediate surroundings to facilitate safe mobility at home and work.

16 (3) **Orientation and Mobility referral for joint cases.** Important services provided by
17 the O & M Specialist include, but are not limited to, evaluation and training for safe
18 travel in the workplace, cane travel, preparation for dog guide, and local transportation
19 usage.

20 (4) **Joint service status.** When it is determined a consumer can benefit from both
21 instructional and counseling services the instructional staff and counselor, through
22 consultation with each other and the consumer, will each develop a program of services.
23 During the provision of services, the counselor and instructional staff will share pertinent
24 information including narrative recording, through regular contact and case staffing. The
25 formation of the instructional service plan should include objectives and services to be
26 provided.

27 (5) **Closing joint cases.** When preparing a joint case for closure, the instructional staff
28 and counselor will consult one another to determine readiness for closure.

1 **612:10-9-15. Case status [REVOKED]**

2 ~~(a) As a case moves through the rehabilitation teaching process the major activities being~~
3 ~~conducted at any given time are reflected by the status classification system, as outlined in~~
4 ~~DRS policy on case statuses.~~

1

1 **612:10-9-17. Application Status [REVOKED]**

2 ~~(a) A case is placed in Application Status when the individual submits an application with~~
3 ~~DVR or DVS in accordance with agency policy.~~

4 ~~(b) A decision of eligibility or ineligibility must be made within 60 days of the completed~~
5 ~~application unless unforeseen and exceptional circumstances beyond the control of the~~
6 ~~Department indicate the need for an extension as documented on the Need for Extension of~~
7 ~~Time to Determine Eligibility form. The consumer must agree an extension of time is~~
8 ~~warranted after full consultation.~~

9 ~~(c) The rehabilitation teacher will conduct an initial interview and document it in a narrative~~
10 ~~summary. The consumer and/or representative will be given an explanation of consumer~~
11 ~~rights and responsibilities and information about the Client Assistance Program and~~
12 ~~mediation procedures in a medium which is understandable to the individual and in their~~
13 ~~preferred medium. The teacher will document this in the case record. The consumer will be~~
14 ~~offered the opportunity to register to vote at time of application and/or time of address~~
15 ~~change.~~

1 **612:10-9-18. Closure from Application [REVOKED]**

2 A case will be closed from Application Status when it has been determined an applicant
3 is ineligible for rehabilitation teaching services, if the applicant fails to cooperate, moves out
4 of state, refuses services, dies, cannot be located, or if all services are being provided
5 through other resources. The teacher will document in the case recording the decision for
6 closing the case.

1

1 **612:10-9-19. Eligibility Status [REVOKED]**

2 ~~(a) The case is moved into Eligibility Status when the individual is certified as eligible. The~~
3 ~~teacher will evaluate the case information and determine if the consumer meets the criteria~~
4 ~~given in (1)-(3) of this Subsection.~~

5 ~~(1) Consumer is legally and/or functionally blind or has a rapidly progressive condition~~
6 ~~which is expected to result in legal blindness. If there is a difference in near and~~
7 ~~distance acuity, the worse acuity is used for determination of eligibility.~~

8 ~~(2) Consumer has identifiable deficiencies in homemaking skills due to severe vision~~
9 ~~loss.~~

10 ~~(3) It is expected services will improve the consumer's homemaking skills and~~
11 ~~independence in his/her community.~~

12 ~~(b) The teacher is responsible for making a determination of eligibility on each consumer~~
13 ~~requesting rehabilitation teaching services within 60 days of application and a letter of~~
14 ~~determination of eligibility will be provided in the consumer's preferred format. A certification~~
15 ~~of legal blindness signed by a physician, a comprehensive functional assessment provided~~
16 ~~by the rehabilitation teacher, or certificate of eligibility for talking book services, can be used~~
17 ~~to document eligibility for the Rehabilitation Teaching Program.~~

18 ~~(c) While in eligibility status, the comprehensive assessment is completed to provide a~~
19 ~~basis for the formation of the consumer's IPE. The comprehensive assessment is used to~~
20 ~~determine the scope and nature of services to be provided to accomplish the consumer's~~
21 ~~objectives. The teacher will address the consumer's diagnosis as reported by documented~~
22 ~~medical and psychological report or as determined by the teacher's evaluation. The teacher~~
23 ~~will identify the specific functional limitations which prevent the individual from functioning in~~
24 ~~the home or community. The teacher will describe the consumer's strengths, weaknesses~~
25 ~~and how proposed services will increase the consumer's potential to achieve his/her goal of~~
26 ~~homemaker.~~

27 ~~(d) After the consumer has been determined eligible, the teacher starts the process of~~
28 ~~developing the Individualized Plan for Employment (IPE). In the development of the~~
29 ~~program, the teacher will make a determination of the consumer's present level of~~
30 ~~adjustment and his/her physical and emotional capacities for acquiring specific adaptive~~
31 ~~skills.~~

32 ~~(1) The teacher with the consumer's participation will develop an IPE establishing a~~
33 ~~homemaking objective. The goals, objectives and services provided directly or indirectly~~
34 ~~will be included in the IPE. A homemaker is defined as a person whose primary work is~~
35 ~~performance of duties related to the upkeep and maintenance of a home. This work~~
36 ~~takes place in the individual's own home, without remuneration.~~

37 ~~(A) The IPE can have a vocational objective of homemaker only when services will~~
38 ~~directly and substantially improve the individual's ability to perform the primary~~
39 ~~homemaking work activities for their home.~~

40 ~~(B) A vocation objective of homemaker can be established for only one person~~
41 ~~within the same household.~~

42 ~~(2) The narrative recording will include documentation of the consumer's participation in~~
43 ~~the development of the IPE and all pertinent information. A copy of the IPE will be~~
44 ~~provided to the consumer in their preferred reading medium.~~

45 ~~(3) The IPE must be completed and signed as soon as possible, consistent with the~~
46 ~~needs of the individual, but not more than 90 calendar days following the eligibility~~
47 ~~determination, unless the individual or the authorized representative and the~~
48 ~~rehabilitation teacher jointly agree to an extension of time for a specific duration.~~

1 **612:10-9-20. Service Status [REVOKED]**

2 ~~(a) Cases remain in Service Status as long as program services are being provided to the~~
3 ~~consumer. While in this status, periodic narrative recordings will be entered in the case file~~
4 ~~describing services being provided and the teacher's involvement. After development of the~~
5 ~~IPE, the teacher will begin instructional services to address the identified objectives. The~~
6 ~~consumer should expect continual instructional services until it is agreed upon by the~~
7 ~~teacher and consumer that the goals have been achieved or mutual agreement for case~~
8 ~~closure.~~

9 ~~(b) In some cases, due to an alteration in the consumer's situation or needs, it may be~~
10 ~~necessary to amend the original program. Program amendments are only necessary when~~
11 ~~there has been a substantial change in the program effecting client services. Such~~
12 ~~amendments will be developed with consumer participation and a copy of the amendment~~
13 ~~will be provided the consumer in their preferred reading medium.~~

1 **612:10-9-21. Successful Closure [REVOKED]**

2 ~~(a) A successful closure is when the planned program of services has been completed~~
3 ~~and/or the consumer has achieved his/her homemaking goal.~~

4 ~~(b) The client, or the client's authorized representative as appropriate, will be a full~~
5 ~~participant in the decision to close the case. The last discussion of the closure decision with~~
6 ~~the client, or the client's authorized representative, will be held within 30 days of the closure,~~
7 ~~and will be documented in a case narrative. The client will also be given a copy of the~~
8 ~~closure letter in their preferred reading format and advised of the availability of Post-~~
9 ~~Employment Services. The closure narrative will substantiate the services provided and~~
10 ~~how they contributed to the client's function as a homemaker.~~

1

1 **612:10-9-22. Unsuccessful Closure after IPE Initiation [REVOKED]**

2 ~~An unsuccessful closure is when it has been determined that services cannot be~~
3 ~~successfully completed. The consumer or his/her representative must be informed as to the~~
4 ~~reason for case closure.~~

1

1 **612:10-9-24. Closed from Eligibility Status [REVOKED]**

2 ~~(a) Cases closed from Eligibility Status are those which, although accepted for~~
3 ~~Rehabilitation Teaching services, did not progress to the point where services were actually~~
4 ~~initiated.~~

5 ~~(b) When a case is closed from Eligibility Status, closure is recorded in the case record and~~
6 ~~a letter written to the client. The client will be given the opportunity to fully participate and to~~
7 ~~express his/her views of the decision. A copy of the closure will be given to the client, or as~~
8 ~~appropriate, the client's representative in the consumer's preferred reading format.~~

1

1 **612:10-9-25. Post-Employment Service Status [REVOKED]**

2 ~~(a) Post-Employment services may be provided to assist rehabilitated clients to retain,~~
3 ~~regain, or advance in independence. These services must continue to follow the guidelines~~
4 ~~delineated for homemaking services.~~

5 ~~(b) Planning and provision of post-employment services will be assessed at initiation of the~~
6 ~~IPE. Ongoing assessment continues during case services, is documented as needed, and~~
7 ~~is reassessed just prior to case closure. Counseling and guidance is the primary service~~
8 ~~around which all other post closure services are provided. Cases reopened on a post~~
9 ~~closure basis do not require re-establishment of eligibility. Any homemaking service or~~
10 ~~combination of services necessary to assist the individual to retain, regain, or advance in~~
11 ~~independence, may be provided if the service(s) do not involve a complex or comprehensive~~
12 ~~effort unrelated to the original IPE. If comprehensive services are indicated, a new~~
13 ~~application is taken. Federal regulations forbid the setting of arbitrary time limits on the~~
14 ~~provision of Post-Employment services. If the original case has been closed for a long~~
15 ~~period of time, the Agency must carefully review the client's situation before making the~~
16 ~~decision to provide Post-Employment services as opposed to opening a new case.~~

17 ~~(c) Decisions to terminate Post-Employment services must be made on an individual basis~~
18 ~~in consultation with the client and will be recorded in the case record. The Agency will need~~
19 ~~to work with the individual to achieve a satisfactory level of self-sufficiency independent of~~
20 ~~post closure support.~~

21 ~~(d) In Post-Employment Service Status an IPE and a narrative program summary are~~
22 ~~developed as prescribed in policy on Eligibility Status. The same principles of client~~
23 ~~involvement are required in the IPE for Post-Employment services as are required under~~
24 ~~any other IPE. Case recording will be made at significant times during the process,~~
25 ~~including assessment of progress and the results achieved at the completion of termination~~
26 ~~of services.~~

27 ~~(e) All cases terminated from Post-Employment Service Status will be closed in Post-~~
28 ~~Employment Closure status.~~

1 **612:10-9-26. Post Employment Closure Status [REVOKED]**

2 ~~(a) Only those cases terminated from Post-Employment Service status can be closed in this~~
3 ~~status. The case can be closed as soon as the services in the Post-Employment services~~
4 ~~amendment have been completed insofar as possible and the client has been consulted~~
5 ~~regarding the closure decision.~~

6 ~~(b) Documentation of closure of Post-Employment Services is recorded into the case record~~
7 ~~and a letter written to the client.~~

1

1 **612:10-9-32. Diagnosis and evaluation [REVOKED]**

2 Through diagnosis and evaluation the rehabilitation teacher gathers information to aid in
3 determining eligibility as well as goals and strategies that may be included in the IPE.

4 ~~(1) **Diagnosis.** The teacher must determine the medical causes of impairments to
5 recognize the problems of each consumer and how they affect the ability to function.
6 Individual differences and capabilities will be considered. The teacher will secure medical
7 and/or psychological information when possible. If the teacher's evaluation indicates a need
8 for medical or psychological treatment the specialist will refer the consumer to outside
9 resources for help if it is not within the scope of rehabilitation teaching.~~

10 ~~(2) **Vocational evaluation.** The rehabilitation teacher plays an important role in the
11 evaluation of a consumer's ability to benefit from rehabilitation services in terms of the
12 employment outcome.~~

13 ~~(A) The rehabilitation teacher evaluates the consumer's characteristics and skills based
14 on observation and assessment.~~

15 ~~(B) An important service provided by the teacher is the initial evaluation of the
16 consumer's adjustment to vision loss and ability to function independently. Areas to be
17 evaluated include, but are not limited to, consumer and family attitudes toward
18 blindness, degree of competence in communication, personal management, home
19 management, and basic orientation to immediate surroundings.~~

20 ~~(3) **Family evaluation.** The teacher must be aware of the family influence on the
21 rehabilitation outcome that can be expected for an individual.~~

22 ~~(4) **Community evaluation.** Visual impairment may restrict consumer's use of and access
23 to community resources. Location, cost, eligibility, visual prerequisites, attitudinal barriers,
24 and the level of consumer's skills are to be considered when evaluating community
25 resources.~~

26 ~~(5) **Evaluation of personal adjustment skills.** Prior to the development and
27 implementation of the IPE, the rehabilitation teacher will thoroughly evaluate the consumer's
28 functional limitations and skills, to include basic skills such as home management,
29 communication, personal management, health management, and adjustment to disabilities.~~

1 **612:10-9-38. Vocational rehabilitation [REVOKED]**

2 ~~The consumer can receive the services of the Instructional Services program while being~~
3 ~~served through the Vocational Rehabilitation counseling program. The staff member will~~
4 ~~provide comprehensive instructional services necessary for the consumer to meet the~~
5 ~~employment goal.~~

6 ~~(1) **Referral from rehabilitation counselor.** Consumers who are legally blind or~~
7 ~~severely visually impaired receiving services through a rehabilitation counselor will be~~
8 ~~referred for Rehabilitation Teaching and Orientation & Mobility (O & M) services.~~
9 ~~Through the diagnosis and evaluation process the staff member gathers information to~~
10 ~~aid in determining needs for instructional services.~~

11 ~~(2) **Rehabilitation teaching services in joint cases.** Important services provided by~~
12 ~~the teacher include evaluation and training in areas related to employment which~~
13 ~~include but are not limited to consumer and family adjustment to blindness, competence~~
14 ~~in communication, job readiness skills, personal management, home management, and~~
15 ~~basic orientation to immediate surroundings to facilitate safe mobility at home and work.~~

16 ~~(3) **Orientation and Mobility referral for joint cases.** Important services provided by~~
17 ~~the O & M Specialist include, but are not limited to, evaluation and training for safe~~
18 ~~travel in the workplace, cane travel, preparation for dog guide, and local transportation~~
19 ~~usage.~~

20 ~~(4) **Joint service status.** When it is determined a consumer can benefit from both~~
21 ~~instructional and counseling services the instructional staff and counselor, through~~
22 ~~consultation with each other and the consumer, will each develop a program of services.~~
23 ~~During the provision of services, the counselor and instructional staff will share pertinent~~
24 ~~information including narrative recording, through regular contact and case staffing. The~~
25 ~~formation of the instructional service plan should include objectives and services to be~~
26 ~~provided.~~

27 ~~(5) **Closing joint cases.** When preparing a joint case for closure, the instructional staff~~
28 ~~and counselor will consult one another to determine readiness for closure.~~

1 **612:10-11-1. Purpose [AMENDED]**

2 (a) Older Blind Independent Living Services (OB) is a formalized program of services with
3 the purpose of enhancing the ability of an individual with severe vision loss to live
4 independently and function within his/her family and community ~~even when he/she cannot~~
5 ~~gain or regain skills to fully perform duties of a homemaker.~~ Older persons who have vision
6 loss remain more independent when they learn new skills to help them adjust to blindness
7 and make the most of their remaining vision. Through one-on-one instruction, they remain
8 independent or reach this goal which increases confidence, self-esteem and quality of life.

9 (b) Personal adjustment services through OB are defined as services that allow control of
10 one's life based on the choice of acceptable options which minimize reliance on others in
11 decision making and in performing every day activities.

1 **612:10-11-7. Administrative review [AMENDED]**

2 Any individual who is an applicant or client of OB services must be advised of his/her
3 right to request a timely review or a re-determination of any action taken by DRS staff. The
4 review will be conducted by the Administrator for ~~Visual~~ Services for the Blind and Visually
5 Impaired or his/her designee, who shall respond to the applicant or client in writing with the
6 findings and conclusions of the review.

1

1 **612:10-13-21. Code of ethics [AMENDED]**

2 The interpreter/transliterators shall agree to abide by the ~~Oklahoma Quality Assurances~~
3 ~~Ethical Standards National Association of the Deaf (NAD) and the Registry of Interpreters~~
4 ~~for the Deaf, Inc. (RID) Code of Professional Conduct.~~ Federal, state, or other laws or
5 regulations may supersede the ~~Ethical Standards NAD-RID Code of Professional Conduct~~ if
6 a conflict is present between existing law or regulations and the ~~Ethical Standards Code of~~
7 ~~Professional Conduct.~~ The interpreter/transliterators will abide by the rule of the law.

8 (1) ~~The interpreter/transliterators shall be dedicated to providing competent interpreting~~
9 ~~services in a manner befitting a professional.~~

10 (A) ~~The interpreter/transliterators shall conduct him/herself in a manner which will~~
11 ~~reflect high standards of professionalism. This requires proper behavior suitable to~~
12 ~~the circumstances of the interpreting assignment.~~

13 (B) ~~The interpreter/transliterators will dress appropriately to the circumstances of the~~
14 ~~interpreting assignment. Dress will be as unobtrusive as possible, and care will be~~
15 ~~taken to avoid cloth patterns or accessories which would interfere with clear~~
16 ~~perception of the consumer(s) through distraction or poor foreground/background~~
17 ~~contrast.~~

18 (C) ~~The interpreter/transliterators will, to the maximum extent possible, choose~~
19 ~~positioning of themselves to avoid distracting backgrounds or inadequate lighting,~~
20 ~~and within comfortable visual/audible range of the consumer(s).~~

21 (D) ~~The interpreter/transliterators will request compensation for services in a~~
22 ~~professional and judicious manner. The interpreter/transliterators will be~~
23 ~~knowledgeable of fees commensurate with their level of skill, level of certification,~~
24 ~~length of experience, and nature of the interpreting assignment, as well as fees~~
25 ~~customary to the geographic region.~~

26 (E) ~~The interpreter/transliterators duty is to function fully as the support team~~
27 ~~interpreter/transliterators when engaged in a team assignment environment to assure~~
28 ~~the accuracy of the message is rendered.~~

29 (2) ~~The interpreter/transliterators uses discretion in accepting assignments based upon~~
30 ~~language competency with regard to the setting and/or consumers involved and~~
31 ~~according to the Oklahoma interpreter certification Level of Limitations.~~

32 (A) ~~The interpreter/transliterators will base acceptance of assignments upon his/her~~
33 ~~qualifications to handle the English language characteristically utilized in any given~~
34 ~~situation. If an interpreter/transliterators cannot understand the English language~~
35 ~~used, nor express it in sign language, or cannot maintain an acceptable pace, the~~
36 ~~interpreter/transliterators should not accept the assignment.~~

37 (B) ~~The best practice for a professional interpreter/transliterators will be to make~~
38 ~~every reasonable effort to assess the language skills of the consumer(s) involved to~~
39 ~~determine his/her ability to understand and be understood in the given assignment~~
40 ~~by asking appropriate questions of the requestor of services, without asking the~~
41 ~~identity of the consumer. If this assessment prior to acceptance is not possible, the~~
42 ~~interpreter/transliterators should arrive at the assignment early to assess the~~
43 ~~language skills taking care that the communication exchange is not assignment~~
44 ~~related. At this time, the interpreter/transliterators may decide to proceed with the~~
45 ~~assignment, or decline the assignment. If the assignment is declined prior to the~~

46 assignment, or later during the assignment, assistance may be required in securing
47 a more qualified interpreter to take the assignment at that time, or at a later
48 scheduled time.

49 ~~(C) A certification level is a guideline to what levels may be able to perform in~~
50 ~~various situations. If a Deaf individual deems an interpreter/transliterater as~~
51 ~~"qualified" they should be permitted to function as such, as long as it does not~~
52 ~~violate established Oklahoma interpreter certification Level of Limitations,~~
53 ~~regulations or laws.~~

54 ~~(D) The interpreter/transliterater should be familiar with statutory requirements~~
55 ~~regarding interpreter qualifications in a state before accepting an assignment in that~~
56 ~~state which might require a higher level of certification.~~

57 ~~(E) The interpreter/transliterater may decline or discontinue assignments if working~~
58 ~~conditions are not safe, healthy, or conducive to interpreting.~~

59 ~~(F) The interpreter/transliterater may render pro bono services providing it is a fair~~
60 ~~and reasonable manner.~~

61 ~~(3) The interpreter/transliterater uses discretion in accepting assignments based upon~~
62 ~~the capacity to maintain impartiality with regard to the setting and/or consumers~~
63 ~~involved.~~

64 ~~(A) The interpreter/transliterater should accept assignments only when the~~
65 ~~interpreter/transliterater feels comfortable dealing with the content of the~~
66 ~~communication in an impartial manner. If the personal feelings or beliefs of the~~
67 ~~interpreter/transliterater would interfere with rendering the message accurately, the~~
68 ~~interpreter/transliterater should withdraw from the assignment.~~

69 ~~(B) Interpreters/transliteraters should refrain from providing interpreter services in~~
70 ~~situations where family members, or close personal or professional relationships~~
71 ~~may affect impartiality.~~

72 ~~(C) Interpreters/transliteraters should strive for complete neutrality between~~
73 ~~consumers in the interpreting assignment. This neutrality can be compromised for~~
74 ~~various reasons. Whenever neutrality is compromised, it is the obligation of the~~
75 ~~interpreter/transliterater to assure that all affected consumers are duly advised and~~
76 ~~given the option of declining the interpreter/transliterater assignment.~~

77 ~~(D) The interpreter/transliterater should avoid performing dual or conflicting roles~~
78 ~~while in the role as the interpreter/transliterater during the interpreting assignment.~~

79 ~~(4) The interpreter/transliterater shall judiciously safeguard assignment-related~~
80 ~~information because it is confidential. Exceptions to confidentiality include federal and/or~~
81 ~~state laws that mandate reporting a known crime or planning to commit a crime, fraud,~~
82 ~~or physical injury to the deaf person or another individual.~~

83 ~~(A) A full-time interpreter/transliterater may provide information to his/her employer~~
84 ~~or other appropriate staff for purposes of record keeping, program management, or~~
85 ~~supervision without breaching confidentiality.~~

86 ~~(B) The right to privacy is inalienable for all citizens. The interpreter/transliterater~~
87 ~~has a fundamental obligation to safeguard any confidential information acquired~~
88 ~~from any source during an interpreter assignment. Injudicious disclosures of~~

89 confidential information could adversely affect the consumer's reputation, and
90 expose the interpreter/transliterater to liability.

91 (C) The interpreter/transliterater should consult legal counsel when in doubt
92 concerning disclosure in a court of law, and professional rights and responsibilities.

93 (D) The interpreter/transliterater should inform consumers when federal or state
94 mandates require disclosure of confidential information.

95 (5) The interpreter/transliterater shall provide information when necessary, to the
96 consumers involved as to the role and appropriate use of the interpreter/transliterater.
97 Assuring the education of consumers as to the proper use of an interpreter is a basic
98 responsibility of the interpreter/transliterater. The experienced consumer may also
99 provide such education. Consumer education should be succinct, and is best presented
100 prior to an assignment to ensure a smooth communication exchange.

101 (6) The interpreter/transliterater conveys the content and affect of the communication
102 transmitted using the language most easily understood by the persons involved in the
103 communication/transaction.

104 (A) The interpreter/transliterater must transmit all communication in the exact way it
105 is presented, conveying the speaker's intention. The interpreter/transliterater is not
106 responsible for what is said or how it is said; only for conveying the message
107 accurately and with the intended affect. The interpreter/transliterater shall withdraw
108 from an assignment when his/her personal feelings interfere with rendering the
109 message accurately with the intended affect.

110 (B) The interpreter/transliterater shall communicate in the manner most easily
111 understood or preferred by the consumer(s), such as American Sign Language,
112 Manually Coded English, finger spelling, gesturing, drawing, or writing.

113 (7) The interpreter/transliterater should not counsel nor interject personal opinion, but
114 may exercise professional judgment in assessing whether or not communication is
115 being understood and may also inform the consumers involved of available resources
116 as appropriate.

117 (A) The interpreter/transliterater shall not step out of the role of communication
118 facilitator by offering counsel or interjecting personal opinion. Exercising
119 professional judgment and offering a professional opinion in assessing whether
120 communication is being understood is not a breach of ethics.

121 (B) Recommending known and available resources to the consumer is considered
122 within the professional role of the interpreter/transliterater. The interpreter's
123 responsibility in this regard is only to inform in a courteous and helpful manner. It is
124 the consumer's decision whether they wish to follow through with any
125 recommendation.

126 (8) The interpreter/transliterater should pursue further knowledge and maintain
127 competency in interpreting or transliterating skills. The interpreter/transliterater should
128 strive to further knowledge and skills through active participation in workshops,
129 professional meetings, interaction with professional colleagues, and reading of literature
130 in the field.

131
132
133

~~(9) The interpreter/transliterater has a responsibility to be aware of and comply with all federal or state laws regulating specialized interpreting fields (educational, legal, mental health).~~

**CHAPTER 15. OKLAHOMA LIBRARY FOR THE BLIND AND PHYSICALLY
HANDICAPPED**

1 **612:15-1-3. Library functions and legal basis [AMENDED]**

2 (a) The Oklahoma Library for the Blind and Physically Handicapped (OLBPH), operated by
3 the Division of ~~Visual Services~~ for the Blind and Visually Impaired within the Department of
4 Rehabilitation Services, is the regional library for Oklahoma as part of the national network
5 of libraries of the Library of Congress National Library Service (NLS) for the Blind and
6 Physically Handicapped.

7 (b) On March 3, 1931, the Pratt-Smoot bill authorized the Library of Congress to arrange
8 with other libraries to serve as local or regional centers to circulate books to blind or visually-
9 impaired users. By the end of fiscal 1966, Congress passed Public Law 89-522 extending
10 the service to library users who could not read standard print because of physical disability,
11 which can include certain reading disabilities. State law (7 O.S. Section 8 and 74 O.S.
12 166.4(B)(3)(b) and 166.5) establish that the Section of Services to the Blind (~~Visual Services~~
13 for the Blind and Visually Impaired) of the Commission for Rehabilitation Services has the
14 authority and duty to provide special library services to blind and visually impaired citizens.

15 (c) Functions of the Library include but are not limited to:

16 (1) Loan of books and periodicals in accessible formats for eligible adults and children
17 with visual, physical or learning disabilities that prevent effective use of standard print
18 materials;

19 (2) Production of recorded and Braille materials on request and on a limited basis,
20 subject to availability of resources. Fees may be established to cover the cost of
21 production. Services provided by OLBPH as part of the National Library Service will be
22 given priority over requests for production of reading materials in alternate formats;

23 (3) Acquisition, housing and circulation of Braille textbooks and other accessible
24 instructional materials for students with print disabilities in grades pre-K through 12;

25 (4) Improving access to print information for Oklahomans with print disabilities by
26 providing, through contract or directly, services that supply audio or electronic access to
27 newspapers, books, works by Oklahoma authors, educational programming, local and
28 state activities, and information on resources.

29 (5) Recruitment and training of volunteers to support library functions.

1 **612:15-5-2. Suspension procedures [AMENDED]**

2 In the event any of the rules in this Chapter are violated repeatedly, the borrower's
3 service may be suspended for a period of time after being given a written warning and an
4 opportunity to reply. If after reinstatement of services, abuse continues, service may be
5 suspended again. In the event of suspension, these steps will be taken:

6 (1) The library will first discuss the problem noted with the patron by telephone or in
7 person, then will send a warning letter summarizing the discussion, the problem and,
8 provide an opportunity for the patron to reply.

9 (2) If service abuse reoccurs, a second written communication is sent to the patron
10 citing the earlier warning letter, listing incidents of abuse, giving the patron an
11 opportunity to reply by a certain date, and suspending the service for a stated period up
12 to six months. A specific date for resumption of service is included. Service will be
13 suspended only after a review by and upon the concurrence of both the administrative
14 librarian and the ~~Director~~ Administrator of Visual Services for the Blind and Visually
15 Impaired.

16 (3) When the service is resumed, a letter will be sent to the borrower notifying him/her
17 of the resumption of the service and reminding the patron that further reoccurrences will
18 result in another suspension of service as it relates to the documented abuse.

CHAPTER 20. SPECIAL SCHOOLS

1 **612:20-3-5. Departmental resources [AMENDED]**

2 (a) **In-service training.** State Office staff are available as resource persons through the
3 Staff Development Unit. They are charged by the director with the responsibility of assisting
4 the superintendents with the development of a meaningful, ongoing in-service training
5 program patterned to serve the individual needs of each school and embodying the
6 Department's school goals.

7 (b) **Rehabilitative and Visual Services for the Blind and Visually Impaired Division.**
8 Coordination of efforts to make a smooth transition from secondary school to employment or
9 further training will be facilitated by VR counselors trained to work with the blind and deaf.
10 The Department of Rehabilitation Services will encourage and support efforts to enhance
11 communication and cooperation between school and rehabilitation personnel.

1 **612:20-3-38. Use of alcohol, drugs and controlled substances by employees (Drug-**
2 **Free Workplace) [AMENDED]**

3 (a) The Department of Rehabilitation Services has committed itself to a continuing good
4 faith effort to maintain a drug-free workplace. The Oklahoma School for the Blind and the
5 Oklahoma School for the Deaf recognize that alcohol and drug abuse in the workplace has
6 become a major concern. The object of the schools' alcohol and drug prevention program is
7 to provide a safe and secure workplace to comply with federal and state health and safety
8 regulations, and to prevent accidents.

9 (b) Staff development programs shall be conducted to inform each employee of the school's
10 drug-free workplace program; the dangers of drug abuse in the workplace; this policy;
11 available drug counseling and rehabilitation programs; and the penalties that may be
12 imposed for drug abuse violations occurring in the workplace.

13 (c) The unlawful possession, sale, distribution, manufacture, or use of any drug, narcotic or
14 controlled substance as defined in the Uniform Controlled Dangerous Substances Act
15 and/or Title 63 O.S. ~~2-40~~ 2-101 by any employee at any time on school premises or while on
16 school business is prohibited and will not be tolerated. Judgment regarding the use of such
17 substances will be based upon behaviors related to being under the influence of such
18 substances or having an adverse effect upon job performance. Any employee found to be in
19 violation of this policy will be subject to disciplinary action which may include termination of
20 employment or satisfactory participation, at the employee's expense, in a drug abuse
21 assistance or rehabilitation program approved for such purposes by a Federal, State, or
22 local health, law enforcement, or other appropriate agency.

23 (d) Each employee of the Oklahoma School for the Deaf or the Oklahoma School for the
24 Blind is hereby notified that, as a condition of employment, the employee must abide by the
25 terms of this policy. In addition, the employee must notify the Superintendent or his/her
26 designee of any criminal drug statute conviction ~~for a violation of this law~~ regardless of
27 where it occurred. Such notification must be made to the Superintendent or his/her designee
28 no later than five (5) calendar days after conviction. In compliance with ~~P.L. 100-690, Title V,~~
29 ~~Subtitle D., (The the Drug-Free Workplace Act)~~ the Superintendent shall provide notice of
30 such violation to the Impact Aid Program, United States Department of Education, or other
31 appropriate government agency within ten (10) calendar days after receiving such notice
32 from the employee or otherwise receiving actual notice of such conviction. Within thirty (30)
33 calendar days of receipt of the above notification, the School will take appropriate
34 disciplinary action which may include termination of employment or require the employee to
35 participate satisfactorily in a drug abuse assistance or rehabilitation program approved for
36 such purposes by a Federal, State, or local health, law enforcement, or other appropriate
37 agency at the employee's expense.

38 (e) The unlawful possession, sale, distribution, manufacture, or use of an intoxicating
39 beverage as defined in ~~Title 37 O.S. 506~~ 37A O.S. § 1-103 by any employee in the
40 workplace will not be tolerated. Judgment regarding the use of such substances will be
41 based upon behaviors related to being under the influence of such substances or having an
42 adverse effect upon job performance. Any employee found to be in violation of this policy
43 will be subject to disciplinary action which may include termination of employment or
44 satisfactory participation in an alcohol abuse assistance or rehabilitation program at the
45 employee's expense

1 **612:20-9-2. Grants for Support Service Providers [NEW]**

2 (a) For the purposes of this section:

3 1. Deaf-Blind means being legally blind as provided in definition of blindness at rule 10-
4 1-2, and a hearing loss significant enough to impede everyday life.

5 2. Support Service Providers (SSP) are individuals certified by a deaf-blind program
6 recognized by the Department who provide access to the environment for individuals
7 who are Deaf-Blind. This may include auditory information, environmental information
8 and human guide. SSP duties include but are not limited to services to and on behalf of
9 deaf-blind individuals for work related activities, to assist with employment applications,
10 job interviews, or any other employment preparation task; for grocery or clothe
11 shopping, banking, doctor or other appointments, meetings, social or religious events,
12 reading mail or making calls. Transportation to such activities may be provided but
13 cannot be the sole purpose of using a SSP.

14 (b) Subject to appropriations, the Oklahoma Department of Rehabilitation Services may
15 issue request-for-proposals to provide grants to organizations that:

16 1. Provide services for Deaf-Blind adults. Such services may include providing auditory
17 and environmental information and human guide;

18 2. Provide services for deaf-blind adults. Such grants shall be used to provide
19 assistance to deaf-blind adults who are working towards establishing and maintaining
20 independence; and

21 3. Train support service providers. Such grants shall be used to provide training that will
22 lead to certification of support service providers in Oklahoma.

23 (c) The total amount of grants provided under this section shall not exceed three hundred
24 thousand dollars annually.

CHAPTER 25. BUSINESS ENTERPRISE PROGRAM

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.

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 for the Blind and Visually Impaired counselors assigned to the State Licensing Agency's
54 program of vocational rehabilitation.

55 "**Director**" or "**Executive Director**" means the chief administrator of the State
56 Licensing Agency.

57 "**Displaced licensed manager**" means a licensed manager who has been displaced
58 from his or her business enterprise through no fault of his or her own.

59 "**Dry/Wet facility**" means any business enterprises providing manual dispensing of
60 prepackaged articles, refreshments, and services.

61 "**Elected Committee of Licensed Managers (ECM)**" means the committee elected
62 biennially by licensed managers in accordance with 34 CFR 395.14.

63 "**Emergency**" means ~~an unforeseen a serious, unexpected and/or dangerous~~
64 ~~circumstance that calls for immediate action. When a piece of equipment is out of order it is~~
65 ~~not normally considered an emergency unless it will harm/destroy lives, other equipment or~~
66 ~~property.~~

67 "**Emergency Satellite**" means a business enterprise that has been vacated on short
68 notice by a licensed manager due to an unforeseen circumstance that calls for an immediate
69 temporary assignment.

70 "**Employee**" means an individual who receives compensation for services rendered to a
71 licensed manager.

72 "**Equipment, expendable**" means items having a relatively small cost per item and
73 having a relatively short life expectancy.

74 "**Equipment, non-expendable**" means all necessary equipment which requires a
75 relatively high capital outlay and has a normal life expectancy of several years.

76 "**Existing Manager**" means a licensed manager that is not a recent graduate of the
77 BEP training program and has been operating a primary facility.

78 "**Extenuating Circumstances**" means circumstances which are sudden, unexpected,
79 significantly disruptive and beyond control.

80 **"Federal property"** means any building, land or other real property owned, leased, or
81 occupied by any department, agency, or instrumentality of the United States (including the
82 Department of Defense and the United States Postal Service), or any other instrumentality
83 wholly owned by the United States.

84 **"Federal regulations"** means the regulations issued pursuant to the Randolph-
85 Sheppard Act.

86 **"Grantor"** means a Federal, State, County, Parish, city government, private
87 corporation, company, partnership or individual, who grants a permit or enters into an
88 agreement with the State Licensing Agency to operate a business enterprise on its/their
89 property.

90 **"Grantor's agreement"** means a written document between a Grantor and the State
91 Licensing Agency which sets forth the terms, conditions and responsibilities of all parties to
92 the agreement for the operation of a business enterprise on private and/or public property.

93 **"Gross receipts"** means the total amounts received from all revenue sources from a
94 business enterprise, including sales tax during an account period.

95 **"Gross Sales"** means the grand total of all sales transactions reported in a period
96 without any deductions included in the figure.

97 **"Inactive Licensee"** means a licensed individual who is not currently working in the
98 Business Enterprise Program.

99 **"Initial stock and supplies"** means those resalable items or supplies necessary for the
100 opening and operation of a specific type of business enterprise.

101 **"Interim manager"** means a licensed manager appointed to manage a business
102 enterprise on a temporary basis. See "Satellite Manager"

103 **"License"** means a written instrument issued by the State Licensing Agency to a
104 person who is blind, authorizing such person to manage a business enterprise. See "BEP
105 License"

106 **"Licensed employee"** means a licensed individual who is currently working for a
107 licensed manager.

108 **"Licensed Manager (LM)"** means a licensed individual who has signed an agreement
109 with the State Licensing Agency to manage a Randolph-Sheppard business enterprise
110 under the supervision of the State Licensing Agency.

111 **"Licensee"** means a person who is blind and holds a valid BEP license.

112 **"Licensing agency"** means the State Licensing Agency (SLA), which has been
113 designated by the Commissioner, pursuant to the Act, to issue licenses to persons who are
114 blind for the management of business enterprises.

115 **"Management"** means the personal supervision of the day-to-day operation of the
116 assigned business enterprise facility by the assigned manager.

117 **"Management services"** means inspection, quality control, consultation, accounting,
118 regulating, in-service training, and other related services provided on a systematic basis to
119 support and improve business enterprises operated by licensed managers.

120 **"Manager's agreement"** means an agreement between a licensed manager and the
121 State Licensing Agency, establishing basic terms and conditions for management of a
122 business enterprise.

123 **"Mail"** is a method of distributing information that includes, but is not limited to, the U.S.
124 Postal System, email, fax, or Federal Express. See "Notify"

125 **"Merchandise Loan"** means the total dollar value of the initial stocks of suitable
126 merchandise provided to a licensed manager that will be repaid in monthly installments of
127 no less than two percent of gross sales and not to exceed 12 consecutive payments to pay
128 loan balance in full.

129 **"Net earnings" or "Net profits"** means gross profit after deducting operating expenses
130 and set-aside collected.

131 **"Net proceeds"** means the amount remaining from the sale of articles or services of
132 business enterprises and any vending machine income or other income accruing to licensed
133 managers after deducting the cost of such sales and other authorized expenses excluding
134 set-aside charges required to be paid by the licensed managers.

135 **"Net sales"** means the sum total of sales, excluding sales tax.

136 **"Nominee"** means a nonprofit agency or organization designated by the State
137 Licensing Agency through a written agreement to act as its agent in the provision of services
138 to licensed managers under the State's Business Enterprise Program.

139 **"Notify"** means a method of distributing information that includes, but is not limited to,
140 the U.S. Postal System, email, fax, or Federal Express. See "Mail"

141 **"Other income"** means money received by a licensed manager from sources other
142 than over the counter and machine sales.

143 **"Other property"** means property which is not Federal property and on which business
144 enterprises are established or operated by the use of any funds derived in whole or in part,
145 directly or indirectly, from the operation of vending facilities on any Federal property.

146 **"Performance Evaluation"** means an evaluation conducted to determine if a manager
147 is eligible to apply for a facility or to be awarded a permanent BEP license.

148 ~~**"Permanent BEP License"** means a license issued on a permanent basis to a BEP~~
149 ~~manager who has successfully completed all probationary requirements.~~

150 **"Permit"** means the official approval given a State Licensing Agency by a department,
151 agency, or instrumentality in control of the maintenance, operation and protection of Federal
152 property or person in control of other property where the State Licensing Agency is
153 authorized to establish a business enterprise.

154 ~~**"Probationary BEP License"** means a license issued to an individual on their first day~~
155 ~~as manager of an Oklahoma BEP facility.~~

156 ~~**"Probationary Licensee"** means a person who has received a certificate of completion~~
157 ~~of the Business Enterprise Program training and has not completed their six (6) month~~
158 ~~probationary period.~~

159 **"Purveyor"** means an approved source of supply for food, beverages, supplies, or
160 services.

161 **"Randolph-Sheppard Act"** means Public Law 74-732 as amended by Public Law 83-
162 565, Public Law 93-516, and Public Law 95-602, 20 U.S.C. Chapter 6A, Section 107.

163 **"Retained vending machine income"** means vending machine income disbursed by a
164 property managing department, agency or instrumentality of the United States, or received
165 from vending machines on State or other property in excess of the amounts eligible to
166 accrue to licensed managers.

167 **"Routine preventive maintenance"** means the regular care, upkeep, and cleaning of
168 equipment used in a business enterprise.

169 **"Rules and regulations"** means the instrument written by the State Licensing Agency
170 and approved by the Secretary of Education setting forth the conduct and operation of the
171 Business Enterprise Program. A copy of the document granting approval of the rules and
172 regulations from RSA, will be mailed to each licensed manager.

173 **"Saleable stock/merchandise"** means products comprising the merchandise available
174 for sale to the public and determined by the SLA to be from an approved source in the
175 original container, in date, consistent with the needs of the customers for a particular
176 business enterprise.

177 **"Satellite business enterprise"** means a business enterprise assigned to a licensed
178 manager on a temporary basis.

179 **"Satellite Manager"** means a licensed manager appointed to manage a business
180 enterprise on a temporary basis. See **"Interim Manager"**

181 **"Satellite Performance Evaluation"** means an evaluation conducted to determine a
182 manager's eligibility to continue operating a satellite to be performed at the 180 day satellite
183 review.

184 **"Satisfactory site"** means an area determined by the BEP Operations Coordinator to
185 have sufficient space, electrical and plumbing outlets, and other such accommodations as
186 prescribed by the Act, for the location and operation of a business enterprise in accordance
187 with applicable health laws and building codes.

188 **"Secretary"** means the United States Secretary of Education.

189 **"Set-aside funds"** means funds which accrue to a State Licensing Agency from an
190 assessment against the net proceeds of each business enterprise in the State's business
191 enterprise Program and any income from vending machines on Federal property which
192 accrues to the SLA.

193 **"Snack bar business enterprise"** means a business enterprise engaged in selling
194 limited lines of refreshment and prepared food items necessary for a light meal service.

195 **"State Licensing Agency (SLA)"** means the State agency that issues licenses to
196 persons who are blind for the operation of business enterprises on public and/or private
197 property.

198 **"State property"** means lands, buildings, and/or equipment owned, leased, or
199 otherwise controlled by the State.

200 **"Statewide average manager earnings"** means the average annual manager earnings
201 (after set-aside) as calculated each year for the RSA-15 Report.

202 **"Teaming Partner Agreement"** means an arrangement between two or more
203 companies either as a partner or joint venture to perform a specific federal government
204 contract.

205 **"Temporary Variance"** means an instrument used to allow a business enterprise to
206 install alternate vending operations on a temporary basis when a determination has been
207 made by the SLA that a blind operated vending facility is not viable at time of survey.

208 **"Third Party Vendor"** means a separate individual or organization that operates and/or
209 manages a BEP business enterprise facility in lieu of the licensed manager and pays a fee
210 or commission to licensed manager for the opportunity to operate said facility.

211 **"Timely submission"** means the receipt of an accurate monthly report and correct
212 payment, if applicable on or before the due date in the BEP office.

213 **"Trainee"** means a qualified client of the Division of Visual Services for the Blind and
214 Visually Impaired, who when referred to the Business Enterprise Program, is placed in
215 training to prepare for licensing under the rules and regulations of the State Licensing
216 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 **612:25-4-1. 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 ~~Visual~~ Services for the Blind and Visually Impaired of
9 DRS, and is administered by the Business Enterprise Program Operations Coordinator who
10 reports to the ~~Visual~~ Services for the Blind and Visually Impaired Division Administrator.

11 (c) **BEP staff.** The SLA, with consultation from the Elected Committee of Licensed
12 Managers, determines staffing requirements for administration of the BEP and provision of
13 services to achieve the mission, goals and objectives of the Program.

14 (d) **Licensed managers.** The individual enterprises established by the Business Enterprise
15 Program are managed by licensed managers. Licensed managers are subject to the policies
16 and procedures of the Business Enterprise Program, but are not employees of the program,
17 the SLA, or the State of Oklahoma. They do, however, have a contractual relationship with
18 the SLA and are required to manage the business enterprise in accordance with established
19 rules and regulations.

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 for the Blind and Visually Impaired and DRS Division of Vocational
16 Rehabilitation.

17 (b) **Application process.** Applications for BEP training shall include the following
18 information which shall be obtained from the individual's counselor:

- 19 (1) current eye examination, documenting blindness;
- 20 (2) documentation for United States citizenship and an Oklahoma resident;
- 21 (3) documentation the client is at least 18 years of age; and
- 22 (4) completion of any rehabilitation training prerequisites established by the BEP in
23 consultation with the ECM to better optimize the successful employment outcome;

24 (c) **Acceptance for training.** Applicant qualifications will be reviewed by BEP staff who will
25 report any training-related recommendations to the individual's ~~DVS/DVR~~ DVR/DSBVI
26 counselor and BEP operations coordinator. An individual's application must be approved by
27 the BEP operations coordinator prior to acceptance into the training program.

28 (d) **Notice regarding criminal background record and Oklahoma Sales tax**
29 **background check.** Before entering training, BEP applicants will be informed that a
30 criminal background investigation and an Oklahoma sales tax background check will be
31 performed and may prevent their being licensed to manage some BEP facilities.

32 (e) **Duration of training.** To be eligible for licensure as a BEP facility manager an individual
33 must complete the full BEP manager training program, unless the BEP operations
34 coordinator, in consultation with the Chair of the Elected Committee of Licensed Managers,
35 determines an exception is justifiable.

36 (f) **Completion of training.** Each trainee who completes the BEP manager training
37 program is issued a certificate certifying that the trainee has met all the training criteria to be
38 a licensed manager in the Business Enterprise Program. Upon assuming management of
39 their first facility, a certified graduate shall be issued a temporary BEP license ~~and begin a~~
40 ~~six (6) month probationary period. During this period, the probationary manager will receive~~
41 ~~benefits afforded all other managers, along with accruing seniority. Upon completion of their~~
42 ~~probationary period, the BEP Operations Coordinator, in consultation with the ECM Chair,~~
43 ~~will review their progress and if determined appropriate will issue their permanent BEP~~
44 ~~Manager License.~~

45 (g) **Failure to complete training.** If it appears that a trainee will not be able to successfully
46 complete training, the BEP operations coordinator, in consultation with the ECM Chair, will
47 review the individual's training record before making a decision to terminate training. The
48 BEP operations coordinator will notify the trainee and their ~~DVS~~ DSBVI or DVR counselor of
49 any BEP decision to terminate training.

50 (h) **Post-training interview.** Upon completion of a new manager's ~~probationary period~~
51 training, they will be interviewed by a representative of the Elected Committee of Licensed
52 Managers, normally the chairperson, to evaluate the effectiveness of the training program.
53 The interviewer formulates recommendations and comments regarding the training program
54 and provides them to the BEP Operations Coordinator.

55 (i) **Acceptance of out-of-state licenses.** The BEP Operations Coordinator will evaluate
56 the skills and knowledge of BEP applicants who were licensed managers in other states.
57 Training will be provided to correct any noted deficiencies and acquaint the applicant with
58 Oklahoma's program. After qualifications are met, the applicant is issued a training
59 completion certificate.

60 (j) **Seniority.** Seniority in the Oklahoma Business Enterprise Program will only accrue when
61 managing an Oklahoma BEP facility.

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.

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, may transfer a licensed manager to a
7 different location of similar complexity and income potential when it appears to be in the best
8 interest of the licensed manager and/or the BEP. The SLA notifies the licensed manager
9 and the ECM Chair, in writing, by registered or certified mail of the transfer and the grounds
10 for the transfer. The transfer policy cannot be used to circumvent the competitive selection
11 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~~ has an
35 outstanding merchandise loan balance owed to the SLA or 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 information. The Licensed Manager will be advised of the results of any
7 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
6 to any other individual, agency, or organization by Selection Committee members, unless
7 they 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
29 Selection Committee and notifying all eligible applicants of the time and place of the second
30 interview. The second interview will be governed by the same process rules as the initial
31 interview 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

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 issuing Grantor a temporary variance closure. 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.

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.

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 within 30 calendar days from the date the licensed
26 manager receives the notification of adverse action, or the written report of the informal
27 administrative review. The request for a full evidentiary hearing is to be sent by certified
28 mail. Upon receipt, the BEP Operations Coordinator will immediately forward the
29 request to the Visual Services for the Blind and Visually Impaired Division Administrator.
30 The Licensed Manager submitting the request for full evidentiary hearing will be notified
31 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 of the place and time of the hearing and the right to be
40 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 within 30 calendar days of the date on which he or she receives the hearing
62 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 **612:25-6-1. Licensing requirements for managing a business enterprise [AMENDED]**

2 (a) **Issuance and conditions of a license.** A BEP license shall be issued by the SLA in
3 accordance with Federal regulations making the individual eligible to operate a business
4 enterprise. This license will be issued upon successful completion of the SLA training
5 program. ~~The~~ This license shall be prominently displayed in the licensed manager's
6 business enterprise. Licensed Managers whose facility consists of only vending machines,
7 must carry their BEP license with them. The license remains effective for an indefinite length
8 of time, unless terminated, suspended, or revoked by the SLA in accordance with State and
9 Federal regulations. A BEP license issued to a qualified individual is non-transferable.

10 (b) **Termination of agreement or removal from a business enterprise.** The SLA may
11 terminate a manager's agreement and/or immediately remove the licensed manager from
12 operation of a business enterprise for cause shown. Termination of a manager's agreement
13 or removal from operation of a business enterprise does not necessarily mean that the
14 manager's license will be suspended or terminated. The licensed manager has the right to a
15 full evidentiary hearing when dissatisfied with any State Licensing Agency action in
16 accordance with BEP, State, and Federal regulations.

17 (c) **Reinstatement of license.** Reinstatement of a BEP license for an individual can be
18 accomplished by formally requesting the SLA reinstate the BEP License within a two year
19 period. **3**

20 (d) **Termination of license.** A BEP license automatically expires when the licensed
21 manager is no longer a U.S. citizen, no longer meets the definition of legal blindness,
22 surrenders his or her license, resigns, retires, or dies. A BEP license may be terminated or
23 suspended by the SLA, after affording the licensed manager an opportunity for a full
24 evidentiary hearing in 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 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 (13) 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 **612:25-6-15. 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. Adjustments will be made accordingly in the
5 appropriate classification, with allowances for reasonable charges for improving services,
6 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 the
33 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~~ 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 **612:25-6-18. 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 the BEP. The outgoing licensed manager or designee,
11 incoming licensed manager or designee, and a representative from the BEP must be
12 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 **612:25-6-20. 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 and calculate licensed manager set-aside, retirement
6 and/or merchandise loan payments. The monthly reports shall be for ~~one of the two~~ the
7 following time periods ~~period~~: 1) the sixteenth (16th) day of the previous calendar month to
8 the fifteenth (15th) day of the current calendar month; ~~or 2) the twenty-first (21st) day of the~~
9 ~~previous calendar month to the twentieth (20th) day of the current calendar month.~~ The
10 ~~licensed manager may choose either period, but must notify the business consultant which~~
11 ~~option is chosen by September 30th of each year. The licensed manager shall use the~~
12 ~~same option throughout the federal fiscal year.~~ Monthly reports and payments due, if
13 required are due in the BEP office on or before the 25th of the current calendar month. If
14 the 25th falls on a weekend, the monthly report is due in the BEP office no later than the
15 close of business on the last business day prior to the 25th. Monthly reports may be mailed
16 to the BEP office. To be considered on time, they must be postmarked by the 21st of the
17 month for regular mail or the 22nd for overnight mail. If these dates fall on a day where the
18 post office is closed, they must be postmarked the day before. The BEP shall notify the
19 manager ~~by phone~~ on the first business day following the 25th if the report is not received.
20 The BEP will review each monthly report for mathematical errors, correct loan payment,
21 correct set-aside payment, approved business expenses, and other factors that will affect
22 the accuracy of the report. The business consultant will sign the report indicating that the
23 report is correct, correct payments are attached (if required), and all items in question have
24 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.

612:25-6-33. Organization and operation of the Elected Committee of Licensed Managers [AMENDED]

- (a) **Organization.** The ECM will be organized in accordance with its bylaws.
- (b) **Nominations and elections.** The procedures set forth in (1) through (3) of this Subsection shall be used to nominate and elect members of the committee.
- (1) The Chairperson of the Committee of Licensed Managers presides over the election of Committee members.
 - (2) The SLA presents a list of eligible voters and candidates. The Chairperson will call for nominations from the floor for ECM members. Nominees must give consent to be nominated.
 - (3) The SLA and the ECM are responsible for the collection and tallying of votes.
- (c) **Operation.** The Elected Committee of Licensed Managers shall operate according to (1) through (3) of this Subsection.
- (1) The Elected Committee of Licensed Managers will convene at least once each year at the licensed manager's training conference, the time and place of joint meetings to be scheduled by SLA staff and the Elected Committee of Licensed Managers. Requests for meetings by the ECM committee will be made in writing to the SLA for prior approval of financial assistance.
 - (2) The ECM members will be notified of matters within its purview that are being considered for decision. The ECM committee members will have the opportunity to initiate subjects for consideration by it and the SLA. Recommendations by the ECM members will be in writing and given serious consideration by the SLA.
 - (3) The SLA has the ultimate responsibility for the administration of the Business Enterprise Program. If the SLA does not adopt the views and positions of the Elected Committee of Licensed Managers it will notify the ECM Committee in writing of the decision reached or the action taken and the reasons therefore.
- (d) **Materials.** The SLA will supply the necessary materials for the function of the Elected Committee of Licensed Managers upon written request to the SLA.
- ~~(e) **Travel Expenses.** ECM members on committee business will be reimbursed for travel expenses at the same rates and conditions as state employees.~~