

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, and the External Relations Officer,
9 Division Administrators for Vocational Rehabilitation, Visual Services, Disability
10 Determination, and the Superintendents of the School for the Blind and School for the Deaf.

11 (c) The Director's duties include:

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

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

18 (3) serving as ex officio member to the Rehabilitation Advisory Council, and ~~consultant~~
19 to the Independent Living Council;

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

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

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

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

27 (8) selecting staff capable of carrying out the DRS mission for the areas immediately
28 under the Director's supervision, establishing job descriptions and specifications for
29 each of those positions, delegating authority to complete duties assigned and
30 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, ~~Financial Services~~
11 ~~Division, Management Services~~, and the Superintendents of the School for the Blind and the
12 School for the Deaf. To the extent deemed necessary and prudent by the Director, or in the
13 Director's absence, the Chief of Staff also supervises the Communications Director and
14 External Relations Officer, the Chief Operations Officer and the Chief Fiscal Officer.

15 (c) The Chief of Staff duties include:

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

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

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

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

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

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

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

1 **612:1-3-8.1 Executive officers [AMENDED]**

2 The executive officers in (1) through (4) report directly to the Department of
3 Rehabilitation Services Director.

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

10 (2) **Chief Fiscal Officer.** The Chief Fiscal Officer is responsible for the direction and
11 oversight of the Department's fiscal operations, including finance, general and federal
12 accounting, budgeting, administration and control of financial information systems, and
13 reporting activities.

14 (3) **External Relations Officer.** The External Relations Officer coordinates The
15 Department's legislative initiatives and monitors legislative actions affecting the
16 Department.

17 (4) **Communications Director.** The Communications Director coordinates the
18 dissemination of public information about DRS. This is accomplished through news
19 releases, a Department newsletter, publications in appropriate media formats, and other
20 public relations activities. The Communications Office is also responsible for producing
21 the Department's annual report.

22 (5) **Chief Operations Officer.** The Chief Operations Officer provides leadership and
23 oversight to internal functioning of the department and providing infrastructure support
24 to the agency programs to include contracting and purchasing, property management,
25 human resources, liaison with information technology and other support services to the
26 agency.

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 (9) 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 (C) 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.

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) ~~Executive and MSD Administrators.~~ **Chief Operations Officer** Executive and
52 ~~MSD Administrators~~ **Chief Operations Officer** have has final signature authority for items
53 listed in (A) through (F) of this Paragraph.

- 54 (A) Office supply orders.
- 55 (B) Reorder of existing printed materials.
- 56 (C) ~~MSD Unit administrative~~ **Administrative** purchase requisitions under area of
57 responsibility up to ~~\$10,000~~ **\$100,000**. Computer purchases must be co-signed by
58 the Administrator for Information Services.
- 59 (D) Administrative memos under area of responsibility.
- 60 ~~(E) Policy Transmittals by the Administrator for Policy Development and Programs~~
61 ~~Standards.~~
- 62 ~~(FE)~~ Requests for employee in-state travel.

63 (5) **Field Coordinators and Program Managers in DVR and DVS.** The Field
64 Coordinators or Program Managers in Vocational Rehabilitation Services and Visual
65 Services Divisions have final signature authority for administrative purchases up to
66 \$10,000. Computer purchases must be co-signed by the Administrator for Information
67 Services. Program Managers have final signature authority for items listed in (A) through
68 (B) of this Paragraph.

- 69 (A) Office supply requisitions other than those available on the electronic ordering
70 system.
- 71 (B) Reorder of existing printed materials Program Managers have final signature
72 authority for items listed in (A) through (B) of this Paragraph.

73 ~~(6) Program Managers in DVS. Program Managers have final signature authority for~~
74 ~~items listed in (A) through (B) of this Paragraph.~~

75 ~~(A) Office supply requisitions other than those available on the electronic ordering~~
76 ~~system.~~

77 ~~(B) Reorder of existing printed materials.~~

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

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

81 (B) Interagency agreements involving only the school.

82 (C) All administrative and educational purchases. Computer purchases must be co-
83 signed by the Administrator for Information Services.

84 (D) Requests for all employee travel.

85 (E) Final decisions for adverse action after review by Human Resources.

86 (F) Final decisions for grievance resolutions, other than discrimination complaints.

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

88 (H) Requests for internships or practicums.

89 (I) Brochures, forms, publications (electronic or printed), and videos produced for
90 the school.

91 (J) Grant proposals.

92 **(87) Supervisors at OSB and OSD.** Supervisors at OSB and OSD have final signature
93 authority for items in (A) through (B) of this Paragraph for the respective school.

94 (A) Office supply orders.

95 (B) Reorder of existing printed materials.

96 **(98) Program Managers, Disability Determination Division.** Program Managers at
97 the Disability Determination Division have final signature authority for the following items
98 in (A) through (B) of this Paragraph.

99 (A) The Program Manager responsible for budgets, contracts, and purchases
100 approves administrative purchases under \$10,000. Computer purchases must be
101 co-signed by the Administrator for Information Services.

102 (B) Reorder of existing printed materials.

1 **612:1-17-1. Access to DRS records [AMENDED]**

2 (a) **Rights.** The Oklahoma Open Records Act is codified in 51 O.S. 24A.1 through 24A.18.
3 In general the purpose of this Act is to ensure and facilitate the public's right of access to,
4 review and copying of governmental records. The scope of the records to be maintained is
5 expanded under the Act to include completed records of all business and financial
6 transactions. The description of records to be maintained specifically includes books,
7 photographs, microfilm, computer tapes or disks, video records, or "other material
8 regardless of physical form or characteristic".

9 ~~(b) **Information not subject to release.** This Act does not apply to records specifically
10 required by law, both Federal and State, to be kept confidential. In addition to restrictions on
11 release of information protected by rules, records not to be disclosed include: records
12 subject to privileges such as attorney-client and physician-patient; personal notes prepared
13 for one's own use in making a decision or recommendation, except such material relating to
14 budget requests prior to taking action; propriety information relating to bids prior to
15 publication or opening, computer programs and software, appraisal for awarding contracts
16 prior to the award; the prospective locations of private businesses if disclosure would give
17 an unfair advantage (unless the location is otherwise part of a public record such as license
18 application); personal communications with a public official in the exercise of Constitutional
19 rights (to the extent necessary to protect the person's identity); student records except for
20 director information; documents provided by Federal agencies which are subject to
21 limitations on disclosure; and information related to research, the disclosure of which could
22 affect the conduct or outcome of the research, the ability to patent; or copyright the research
23 or any other proprietary rights in the research or the results of the research. The Act
24 provides that personnel records may be kept confidential if they relate to a personnel
25 investigation/disciplinary action or release would be a clearly unwarranted invasion of
26 privacy.~~

27 ~~(c) **Exception.** "Record" does not mean non-governmental personal effects, unless public
28 disclosure is required by other laws or regulations, personal financial statements submitted
29 to a public body for the purpose of obtaining a license, permit, or for the purpose of
30 becoming qualified to contract with a public body.~~

31 ~~(d) **Information subject to release.** Personnel records that are public include the
32 application of a person who becomes an employee, gross receipt of public funds, dates of
33 employment, title or position, and final disciplinary action. All other records not falling within
34 the descriptions given in Subsection (b) of this Section, regardless of physical form, are
35 releasable under the Open Records Act. It is possible that records will contain material that
36 is both open and confidential. As an example, a client's records could have medical
37 information from the Veterans Administration. When this occurs, care should be taken to
38 remove the confidential material.~~

39 ~~(e) **Access to records.** Access to records shall not be denied because another division or
40 public official is using or has taken possession of such records for investigatory purposes or
41 has placed the records in an investigation file.~~

42 ~~(f) **Inquiries.** Persons requesting the review of copies of records are to submit the request
43 in writing. The written request must include: a description of the requested records; how
44 the records are to be used, such as in the public interest, news media, research, commercial
45 purposes, etc.; and the requestor's name and address.~~

46 ~~(g)(b) **Fee exclusions and fees.** Provisions for copying and search fees are contained in
47 the statute, with these exceptions being noted: no copy fee is charged to other public
48 entities, to applicants, recipients or their representatives, or employees or former employees~~

49 seeking information from their case file or employment records; and no search fee is
50 charged to news media, schools, authors, or "taxpayers seeking to determine whether those
51 entrusted with the affairs of its government are honestly, faithfully, and competently
52 performing their duties as public servants." The fees listed in (1) - (4) of this Subsection may
53 stand alone or be charged in combination. For example, a person may be charged a search
54 fee in addition to a fee for photocopying.

55 (1) **Fees for photocopying.** The Department has established a fee schedule for
56 documents having the dimensions of 8 1/2 x 14 inches or smaller; if less than 10 pages,
57 25 cents per page, between 10 and 100 pages, 10 cents per page, and over 100 pages,
58 5 cents per page, or a maximum of one dollar (\$1.00) per copied page for a certified
59 copy.

60 (2) **Fees for search.** Requests that are for a commercial purpose or clearly would
61 cause excessive disruption of office function will be charged a search fee of \$25.00 per
62 hour for staff time spent in the search.

63 (3) **Fees for other types of reproduction.** Requests for computer runs, microfilming
64 or reproduction other than photocopying, will be charged at the cost to the Department
65 of duplicating the information involved. Such requests are to be forwarded to the State
66 Office where the fee will be developed with the appropriate division.

67 (4) **Payment of fees.** All fees are paid prior to delivering the copies, and if the request
68 is for search only, the fee is paid before the person is allowed to review the material. All
69 fees are paid by check or money order; cash is not accepted. The fee payment is
70 transmitted to the State Office, Attention Financial Services Division. In addition, a
71 receipt is to be given upon payment. A copy of the manual material is maintained to
72 explain the fee schedules to interested persons.

73 ~~(h) **Penalties and appeals.** As indicated, the law generally requires the production and~~
74 ~~copying of records. A person may file suit or appeal to obtain records. Also, an employee is~~
75 ~~subject to a criminal action and disciplinary action for "willfully" withholding information that~~
76 ~~should not have been withheld. On the other hand, no damages may be awarded for~~
77 ~~release of information. Clearly, the law favors release. If a person wishes to appeal a denial~~
78 ~~of access to records, within ten days of such denial a letter may be submitted to: Director of~~
79 ~~Rehabilitation Services, Open Records Act Appeal, 3535 N.W. 58th Street, Suite 500,~~
80 ~~Oklahoma City, Oklahoma 73112.~~

CHAPTER 10. VOCATIONAL REHABILITATION AND VISUAL SERVICES

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

2 (a) A basic living requirement has been established for different size family groups. A
3 family member is an individual who is a relative or guardian of an applicant or eligible
4 individual. Basic living requirements are based on ~~300%~~ 200% of the Federal poverty level
5 adjusted annually for family size. The standard is intended to cover only the necessities of
6 food, shelter, utilities, clothing, transportation, and incidentals to give the counselor some
7 criteria by which to measure the financial status of a client. To qualify as independent from
8 the family group, the client must meet one of the following criteria:

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

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

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

13 (4) Married and maintaining a separate household;

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

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

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

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

24 **612:10-7-2. Field staff responsibilities [AMENDED]**

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

29 (b) The rehabilitation counselor is responsible for the determination of an individual's
30 eligibility to receive services from DVR or DVS. In cases where the counselor has difficulty
31 in making an eligibility determination, the counselor will consult with the supervisor. For
32 further clarification, the case will be reviewed by the field coordinator for a decision.
33 Individuals who are legally blind are to be referred to the appropriate rehabilitation teacher
34 for determination of eligibility for the rehabilitation teaching program.

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

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

46 (1) service cost;

47 (2) available service providers;

48 (3) service accessibility;

49 (4) expected duration of services;

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

52 (6) qualifications of potential service providers;

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

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

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

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

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

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

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

72 ~~(i) The counselor is limited in determining eligibility for services for friends or relatives. At~~
73 ~~the time of application or referral, if in the counselor's judgment, the individual is familiar to~~
74 ~~the point of friendship, the counselor must immediately disclose this relationship to their~~
75 ~~supervisor in writing and obtain approval before determining eligibility. If the applicant is~~
76 ~~related by blood or marriage, the counselor must immediately refer the case to another~~
77 ~~counselor, if available. If no other counselor is available, the counselor must notify their~~
78 ~~supervisor immediately for appropriate case assignment. The counselor should also~~
79 ~~disclose the potential conflict of interest to the applicant and explain the reason for the~~
80 ~~potential delay of eligibility determination. The counselor must not only be impartial in the~~
81 ~~determination of eligibility but also act so that there can be no question of impartiality. The~~
82 ~~technician must also disclose to the counselor any relationship with the applicant that might~~
83 ~~create a conflict of interest. The counselor will then contact the Program Manager to see if~~
84 ~~the case can be worked without partiality or transferred to another counselor.~~

85

86 **612:10-7-2.1 Applications for employees or family member(s) of employees [NEW]**

87 In order to provide fair and equal access to vocational rehabilitation services, and to
88 avoid the appearance of impropriety or conflict of interest, an applicant who is a DRS
89 employee or an immediate family member of a DRS employee, shall adhere to the
90 procedures below when such an individual wishes to apply for rehabilitation services.
91 Immediate family members may include a spouse, children, or any other individual who
92 might be considered immediate family.

93 The employee shall advise the Field Services Coordinator of the intent to apply for
94 services. If the Field Services Coordinator, his/her immediate family member, his/her direct
95 report, or an immediate family member of his/her direct report intends to apply for services,
96 the employee shall advise the appropriate Division Administrator of the intent to apply for
97 services.

98 The Field Services Coordinator or Division Administrator (when appropriate) will select a
99 counselor to take the application. Whenever possible, the counselor will be located in an
100 adjacent unit.

1 **612:10-7-2.2 Applications for friends or family member(s) of friends [NEW]**

2 In order to provide fair and equal access to vocational rehabilitation services, and to
3 avoid the appearance of impropriety or conflict of interest, the following procedure will be
4 followed. If an applicant is familiar to the point of friendship or an immediate family member
5 of an individual who is familiar to the point of friendship, an application/referral will not be
6 processed by the impacted DRS staff member. The relationship will be disclosed to the
7 Supervisor in writing for proper case assignment.

1 **612:10-7-2.3 Services for Employers [NEW]**

2 DRS's focus is to inform businesses about the benefits and opportunities associated
3 with a workforce that is diverse and inclusive, and support business to develop that
4 workforce. DRS values employer input into the VR program. DRS and workforce partners
5 engage in activities that include employer input on workforce topics. Within the core services
6 to business, DRS contributes by:

7 (1) Informing businesses about the DRS talent pool and the full offerings of DRS
8 programs, services, and incentives.

9 (2) Informing employers about opportunities to provide work-based learning and career
10 exploration options to students and youth through internships, on the job work
11 experiences, and pre-employment transition services.

12 (3) Enabling employers to recruit, job match, hire, train, and retain qualified talent from
13 the DRS talent pool.

14 (4) Connecting employers to community resources that support individuals with
15 disabilities.

16 (5) Providing consultation, technical assistance, and support to employers on
17 workplace accommodations, assistive technology, and accessibility.

18 (6) Providing information and consultation regarding employment of people with
19 disabilities, including the benefits/return on investment of enhancing diversity in the
20 workplace, disability awareness, and the Americans with Disabilities Act.

21 (A) Assist employers in identifying and preparing individuals with disabilities to fill
22 job vacancies through on the job training.

23 (B) Informing employers about available tax incentives for hiring qualified persons
24 with disabilities.

25 (C) Assist employers with identifying and setting up Apprenticeship opportunities for
26 persons with disabilities.

1 **612:10-7-2.4 Annual Outreach and Review Services [NEW]**

2 DRS will provide this service by DRS qualified staff or under a contractual relationship.
3 DRS is required to provide annual outreach and review services for individuals earning
4 subminimum wages under a 14c certificate. DRS is responsible for providing the required
5 services only when an individual becomes known to DRS. The individuals will receive
6 information about career counseling, supported employment, customized employment,
7 career advancement, benefits counseling, and referrals to DRS and other available job
8 placement resources within their local communities.

9 For individuals hired at subminimum wage, these services must be carried out once
10 every six months for the first year of the individual's subminimum wage employment, and
11 annually thereafter for the duration of such employment. Intervals will be calculated based
12 upon the date an individual becomes known to DRS. An individual may become known to
13 DRS via self-identification by the person with a disability, via referral by a third party, through
14 the individual's involvement with the vocational rehabilitation process, or any other method.

15 Individuals will receive documentation as soon as possible, but no later than 45 days
16 after services are completed, or, 90 calendar days if additional time is necessary due to
17 extenuating circumstances, which should be interpreted narrowly. At a minimum,
18 documentation must include:

- 19 (1) Name of the individual with a disability;
- 20 (2) Description of service or activity completed;
- 21 (3) Name of the provider of the required service or activity;
- 22 (4) Date required service or activity completed;
- 23 (5) Signature of DRS personnel transmitting documentation to the individual with a
24 disability; and
- 25 (6) Date and method by which document was transmitted to the individual.

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 staff, doctors and others. Call in
10 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 counselor in developing the Individualized Plan for
14 Employment, (IPE) including participating in assessments needed to determine your
15 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 **612:10-7-24.1. 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.
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 condition.
114 Those persons whose diabetes is controlled by diet and exercise alone or whose condition
115 does not result in a substantial impediment to employment will not be considered eligible.
116 Eligible clients will be required to undergo a visual exam by a licensed ophthalmologist at
117 least once a year. Diabetes management training will be incorporated into the IPE unless
118 the client shows that he/she has previously completed diabetes management training. When
119 recommended by a physician, diabetes management training will be incorporated into the
120 IPE regardless of past diabetes education received by the individual.

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

- 123 (6) **Learning Disabilities.** An individual may be identified as learning disabled:
- 124 (A) When there is a marked discrepancy between verbal and performance intellectual
125 level or
- 126 (B) When the individual's achievement on individually administered, standardized tests
127 in reading, mathematics or written expression is substantially below that expected for
128 age, schooling and level of intelligence (DSM, current edition).
- 129 (7) **Mental Disorders.** Individuals may be eligible for vocational rehabilitation services
130 based on a mental health diagnosis made by a qualified professional (612:10-7-98
131 (17)(A)(1-5)). Documentation must be filed from a qualified professional indicating the client
132 is participating in a treatment plan and in compliance with all medication as prescribed.
133 Treatment must be incorporated as a service in the IPE for individuals with a mental
134 disorder.
- 135 (8) **Intellectual Disability.** To be eligible, individuals having an I.Q. of 69 or below and
136 substantially limited adaptive functioning, as measured by an individual intelligence test, will
137 be considered to have a substantial disability. Individuals eligible under IDEA with an I.Q.
138 level higher than 69 may be considered to have a substantial impairment provided the
139 documentation used by the school in determining eligibility under IDEA, in the counselor's
140 judgment, confirms the individual is functioning in the intellectual disability range of ability.
141 Individuals not enrolled in public school special education classes with an I.Q. higher than
142 69 may be considered to have a substantial impairment provided appropriate documentation
143 confirms the individual is functioning in the intellectual disability range of ability.
- 144 (9) **Height.** To be eligible, a person's stature must constitute or result in a substantial
145 impediment to employment.
- 146 (10) **Obesity.** To be eligible, a person must be considered obese according to a
147 recognized medical classification protocol **10** and the impairment must constitute or result in
148 a substantial impediment to employment. Some type of weight loss plan or treatment for
149 obesity must be included as a service in the IPE.
- 150 (11) **Visual.** Any of the following conditions may provide a basis for eligibility due to visual
151 disability:
- 152 (A) **Blindness.** A central visual acuity of 20/200 or less in the better eye with best
153 correction, or a limitation in the field of vision in the better eye so that the widest
154 diameter of the visual field subtends an angle of 20 degrees or less. "Best correction"
155 refers to the use of standard eyeglasses or contact lenses, and does not include use of
156 bioptic telescopic systems or any specialized lenses which cannot be worn by the
157 individual on a sustained basis.
- 158 (B) **Visual impairment.** A central visual acuity of 20/60 or less in the better eye with
159 best correction, or other visual condition which, for the individual, results in functional
160 limitations and constitutes a barrier to employment. Other visual conditions which may
161 result in functional limitations include, but are not limited to, limited peripheral vision,
162 extreme light sensitivity, loss of depth perception, loss of stereopsis, diplopia (double
163 vision), aphakia, total absence of color discrimination or red-green deficiency, blurred
164 vision, eye muscle and movement conditions, and cortical visual impairment.
- 165 (C) **Progressive eye disease.** Diagnosis of a progressive sight threatening disease or
166 condition that has resulted in functional limitations for the individual or is expected to
167 progress rapidly. Progressive eye diseases which may result in significant vision loss

168 include, but are not limited to, retinitis pigmentosa, diabetic retinopathy, glaucoma and
169 macular degeneration.

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

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

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

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

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

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

19 (1) Beginning date of employment;

20 (2) Name and address of the employer;

21 (3) Client's wages or salary;

22 (4) Suitability of the employment; and

23 (5) How the job was obtained. If the information is obtained from a source other than
24 the client, the source of the information will be identified.

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

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

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

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

43 (ef) **Contact.** When a client is placed in employed status, contact is maintained and
44 documented until it is determined the employment is satisfactory and the case can be
45 closed. This determination that the employment outcome is satisfactory will be made with
46 the full participation of the client.

1 **612:10-7-58. Closed Rehabilitated [AMENDED]**

2 (a) **Use of Closed Rehabilitated status.** A case is closed as rehabilitated because the
3 client has achieved an employment outcome as a result of vocational rehabilitation services.
4 Cases closed as rehabilitated must as a minimum meet the requirements in (1) through (5)
5 of this Subsection:

6 (1) the provision of services under the individual's IPE has contributed to the
7 achievement of the employment outcome;

8 (2) the employment outcome is consistent with the individual's strengths, resources,
9 priorities, concerns, abilities, capabilities, interests, and informed choice;

10 (3) the employment outcome is in an integrated setting, consistent with the individual's
11 informed choice;

12 (4) the individual has maintained the employment outcome for a period of at least 90
13 days; and

14 (5) at the end of the appropriate period under Paragraph (4) of this Section, the
15 individual and the VR Counselor consider the employment outcome to be satisfactory
16 and agree that the individual is performing well on the job.

17 (b) **Out of state.** Clients who move out of state after services have been completed are
18 closed in rehabilitated status if the requirements in Subsection (a) of this Section can be
19 met. If those requirements cannot be met the case will be closed, not rehabilitated.

20 (c) **Successful closure prior to completion of IPE.** If employment is secured before
21 completion of the IPE, a counselor must document the conditions of substantial services and
22 suitable employment were met. If planned services are interrupted prior to achieving the
23 originally planned vocational goal, and services provided have directly contributed to the
24 employment outcome for the individual or to job retention, an IPE amendment is not needed
25 to revise the vocational goal prior to closure. A plan amendment is required when there is a
26 substantial deviation from the original employment goal.

27 (d) **Cases closed from supported employment.** An individual with the most significant
28 disabilities who is receiving supported employment services is considered to be successfully
29 rehabilitated if the individual maintains a supported employment placement for a minimum of
30 90 days beyond stabilization. In addition to the criteria for "suitably employed", the counselor
31 must document that the individual has met or has made substantial progress toward
32 meeting the weekly work goal defined in the IPE, the client is satisfied with the job, the
33 employer is satisfied with the client's job performance, extended services are in place, all
34 supported employment requirements have been met, and the case is ready for closure. The
35 closure documentation will address any significant differences in the ultimate work week
36 achieved as compared with the predicted goal.

37 (e) **Cases closed from employment and retention.** An individual with severe disabilities
38 who is receiving employment and retention services is considered to be successfully
39 rehabilitated when the client maintains employment for a minimum of 90 days after
40 placement, or for a minimum of 4 weeks plus 90 days if the individual required the "4 Weeks
41 Job Support" Milestone.

42 (f) **Case recording requirements.** The client, or the client's authorized representative as
43 appropriate, will be a full participant in the decision to close the case. The last discussion of
44 the closure decision with the client, or the client's authorized representative, will be held

45 within 30 days of the closure, and will be documented in a case narrative. The client will be
46 notified in writing of the closure and advised of the availability of Post-Employment Services.

47 **(g) Documentation at Successful Closure.** Prior to closure, a copy of the current pay
48 stub identifying the individual's competitive hourly wage and hours to determine weekly
49 earnings. If the current pay stub is not available, then the following is acceptable:

50 (1) An individual's written report of employment information and required wage
51 information documented on an authorized DRS form (DRS-C-065) with their dated
52 signature; or

53 (2) A detailed case note identifying the individual's employment information including
54 the current competitive hourly wage and work hours in a typical week that is based on
55 the counselor's conversation with the actual employer. Prior to calling an employer,
56 the individual shall be informed that information provided and gathered is limited to
57 what is necessary to document and verify employment. This provides the individual
58 the opportunity to discuss preferences and options for obtaining required
59 documentation. A signed Release of Information should be in the case file.

60 (3) If verification as stated above is not forthcoming and all efforts to obtain acceptable
61 verification are documented, then the following is acceptable: a detailed case note
62 identifying the individual's employment information including the current competitive
63 hourly wage and work hours in a typical week, the date the final employment
64 verification was received with justification for the individual not providing formal
65 documentation.

66 (4) Individuals who are self-employed are required to provide wage documentation of
67 competitive integrated self-employment.

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
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 services initiated.

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 **612:10-7-130. 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 client or an applicant for vocational rehabilitation services undergoing
10 diagnostic evaluation and testing. For an accepted client, maintenance must be a supportive
11 service related to outcomes listed in the Individualized Plan for Employment. The costs of
12 the maintenance may not exceed the amount of increased expenses that the IPE causes for
13 the individual or his/her family. The provision of maintenance as a supportive service is not
14 synonymous with general assistance payments. It is not intended to pay for those living
15 costs that exist irrespective of the individual's status as a DVR and DVS client. Maintenance
16 payments must be carefully tied to the achievement of specific VR outcomes which must be
17 stated and documented in the case record and the IPE to justify such payments.
18 Maintenance cannot substitute for or supplement income assistance payments.

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

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

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

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

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

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

45 (1) required by the training facility;

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

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

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

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 clients
3 attending public colleges and universities will be paid at the rate set for resident students by
4 the Oklahoma Regents for Higher Education and within limits prescribed by the Legislature.
5 DVR and DVS will pay those fees charged to all students and special fees associated with
6 required courses in the student's major field of study. ~~After the completion of the first~~
7 ~~semester, a grade report, proof of enrollment, and an itemized invoice are required~~
8 ~~documentation to support the authorization for tuition and fees. It is the responsibility of the~~
9 ~~client to provide this support documentation. The client may provide this documentation~~
10 ~~electronically or as a printed document in the standard format used by the school.~~

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

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

23 Exceptions to the policies for college/university training must be approved by the Programs
24 Manager through justification and must be documented in the case. Possible exceptions
25 include but are not limited to:

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

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

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

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

42 (c) **Federal/State student aid.** Pell Grant and all other Federal/State aid (excluding merit
43 awards) must be applied to tuition, fees and all other educational expenses as a first dollar
44 source prior to the consideration of the expenditure of DRS funds regardless of whether the
45 student is attending a public or private institution of higher education.

46 (d) **Cost documentation.** Each client is responsible for providing the counselor a copy of
47 the college or university's current semester costs before the designated "Drop and Add"
48 date.

1 **612:10-7-240. Overview of transition from school to work services [NEW]**

2 (a) Transition services is a coordinated set of activities for a student that promotes
3 movement from the public schools to post-school activities. The Individuals with Disabilities
4 Education Act (IDEA) and the Rehabilitation Act use the same language to describe
5 transition services and their purpose. No break in required rehabilitation services will occur
6 for eligible students exiting the secondary school when a case has been opened while in
7 high school. The transition process is outcome based, leading to post-secondary education,
8 vocational training, integrated employment (including supported employment), continuing
9 and adult education, adult services, independent living, and/or community participation
10 consistent with the informed choice of the individual. The goal of the Transition from School
11 to Work Program is to help eligible individuals with disabilities make the transition from
12 school to work in order to function as a productive member of society.

13 (b) The Transition from School to Work Program is implemented through a cooperative
14 agreement between DRS and each participating local secondary school district, private
15 school, charter school, home school organization and Career and Technology Education
16 Center, through an MOU with the State Department of Education. The Transition
17 Coordinator in DRS State Office acts as the liaison with the State Department of Education,
18 and provides statewide coordination and technical assistance for the Transition from School
19 to Work Program.

20 (c) Transition services must be based on the individual student's needs, taking into account
21 the student's preferences and interests. Transition planning will include, to the extent
22 needed, services in the areas of:

23 (1) instruction;

24 (2) community services;

25 (3) employment and other post-school adult living objectives, including job skill training
26 available through vocational-technical schools;

27 (4) acquisition of daily living skills and a functional vocational evaluation;

28 (5) supported employment services can be initiated during the final graduating
29 semester of high school; and

30 (6) other needs specific to the individual.

31 (d) The Transition from School to Work Program is based upon effective and cooperative
32 working relationships between the Special Education Section of the State Department of
33 Education, the Department of Rehabilitation Services, and the Local Educational Agency.
34 Each agency retains responsibility for providing or purchasing any transition service that the
35 agency would otherwise provide to students with disabilities who meet the eligibility criteria
36 of that agency [34 CFR 300.520].

1 **612:10-7-241. Subminimum Wage for Youth with Disabilities [NEW]**

2 DRS must provide documentation in collaboration with the local school district of specific
3 services to youth ages 14-24 if those individuals are known by DRS to be seeking
4 subminimum wage work. This documentation must be provided as soon as possible but no
5 later than 45 days after services are completed, or 90 calendar days, if additional time is
6 necessary due to extenuating circumstances which should be interpreted narrowly.

7 The documentation must include the following:

8 (1) Pre-Employment Transition Services provided by the school and/or DRS as
9 applicable;

10 (2) Application for DRS where they are found eligible or ineligible;

11 (3) Youth had an approved IPE with a competitive integrated employment goal;

12 (4) Youth with a disability was unable to achieve the employment outcome specified in
13 their IPE and has a closed case with DRS;

14 (5) Youth received career counseling, and information and referrals from DRS to other
15 Federal and State programs and other resources in the individual's geographic area that
16 offer employment-related services and supports to enable the individual to explore,
17 discover, experience, and attain competitive integrated employment.

1 **612:10-7-242. Pre-Employment Transition Services [NEW]**

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 **(b) Required Activities.** Services may be provided to students, or groups of students, with
17 disabilities who are eligible or potentially eligible for VR services in the following areas:

18 (1) Job exploration counseling.

19 (2) Work-based learning experiences, which may include in-school or after school
20 opportunities or experience outside the traditional school setting, including internships,
21 that is provided in an integrated environment to the maximum extent possible.

22 (3) Counseling on opportunities for enrollment in comprehensive transition or
23 postsecondary educational programs at institutions of higher education.

24 (4) Workplace readiness training to develop social skills and independent living.

25 (5) Instruction in self-advocacy, including instruction in person-centered planning, which
26 may include peer mentoring, including peer mentoring from individuals with disabilities
27 working in competitive integrated employment.

28 **(c) Delivery of Services.** Pre-ETS may be delivered in collaboration with school
29 districts/LEAs via any combination of:

30 (1) Vocational rehabilitation counselors

31 (2) The vocational rehabilitation counselor will coordinate Pre-ETS with other entities
32 who maybe delivering these services.

33 (3) Other entities contracted with VR such as:

34 (A) Community Rehabilitation Programs

35 (B) Independent Living Centers

36 **(d) Considerations under 00S.** VR must continue to provide Pre-ETS to students with
37 disabilities who were receiving such services prior to being determined eligible for VS and
38 are placed in a closed category.

39 **(e) Pre-Employment Transition Coordination.**

40 (1) District office staff will be responsible for attending IEP meetings for students with
41 disabilities when invited; using conference calls and video conferences, when
42 necessary;

43 (2) working with local workforce development boards, job centers and employers to
44 develop work opportunities for students with disabilities, including apprenticeships,
45 internships, summer employment and other employment opportunities available
46 throughout the school year;

47 (3) working with schools to coordinate and ensure the provision of Pre-ETS; and

48 (4) attending person-centered planning meetings for individuals with developmental
49 disabilities receiving SSI-D/Medicaid when invited.

1 **612:10-7-244. Overview of transition from school to work services [REVOKED]**

2 ~~(a) Transition services is a coordinated set of activities for a student that promotes~~
3 ~~movement from the public schools to post-school activities. The Individuals with Disabilities~~
4 ~~Education Act (IDEA) and the Rehabilitation Act use the same language to describe~~
5 ~~transition services and their purpose. No break in required rehabilitation services will occur~~
6 ~~for eligible students exiting the secondary school when a case has been opened while in~~
7 ~~high school. The transition process is outcome based, leading to post-secondary education,~~
8 ~~vocational training, integrated employment (including supported employment), continuing~~
9 ~~and adult education, adult services, independent living, and/or community participation~~
10 ~~consistent with the informed choice of the individual. The goal of the Transition from School~~
11 ~~to Work Program is to help eligible individuals with disabilities make the transition from~~
12 ~~school to work in order to function as a productive member of society.~~

13 ~~(b) The Transition from School to Work Program is implemented through a cooperative~~
14 ~~agreement between DRS and each participating local secondary school district, private~~
15 ~~school, charter school, home school organization and Career and Technology Education~~
16 ~~Center, through an MOU with the State Department of Education. The Transition~~
17 ~~Coordinator in DRS State Office acts as the liaison with the State Department of Education,~~
18 ~~and provides statewide coordination and technical assistance for the Transition from School~~
19 ~~to Work Program.~~

20 ~~(c) Transition services must be based on the individual student's needs, taking into account~~
21 ~~the student's preferences and interests. Transition planning will include, to the extent~~
22 ~~needed, services in the areas of:~~

23 ~~(1) instruction;~~

24 ~~(2) community services;~~

25 ~~(3) employment and other post-school adult living objectives, including job skill training~~
26 ~~available through vocational-technical schools;~~

27 ~~(4) acquisition of daily living skills and a functional vocational evaluation;~~

28 ~~(5) supported employment services can be initiated during the final graduating~~
29 ~~semester of high school; and~~

30 ~~(6) other needs specific to the individual.~~

31 ~~(d) The Transition from School to Work Program is based upon effective and cooperative~~
32 ~~working relationships between the Special Education Section of the State Department of~~
33 ~~Education, the Department of Rehabilitation Services, and the Local Educational Agency.~~
34 ~~Each agency retains responsibility for providing or purchasing any transition service that the~~
35 ~~agency would otherwise provide to students with disabilities who meet the eligibility criteria~~
36 ~~of that agency [34 CFR 300.520].~~

1 **612:10-9-38. Vocational rehabilitation [AMENDED]**

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 ~~rehabilitation~~
28 instructional staff and counselor will consult one another to determine readiness for
29 closure.

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 counselors assigned to the State Licensing Agency's program of vocational rehabilitation.

54 **"Director"** or **"Executive Director"** means the chief administrator of the State
55 Licensing Agency.

56 **"Displaced licensed manager"** means a licensed manager who has been displaced
57 from his or her business enterprise through no fault of his or her own.

58 **"Dry/Wet facility"** means any business enterprises providing manual dispensing of
59 prepackaged articles, refreshments, and services.

60 **"Elected Committee of Licensed Managers (ECM)"** means the committee elected
61 biennially by licensed managers in accordance with 34 CFR 395.14.

62 **"Emergency"** means ~~an unforeseen a serious, unexpected and/or dangerous~~
63 circumstance that calls for immediate action. ~~When a piece of equipment is out of order it is~~
64 ~~not normally considered an emergency unless it will harm/destroy lives, other equipment or~~
65 ~~property.~~

66 **"Emergency Satellite"** means a business enterprise that has been vacated on short
67 notice by a licensed manager due to an unforeseen circumstance that calls for an immediate
68 temporary assignment.

69 **"Employee"** means an individual who receives compensation for services rendered to a
70 licensed manager.

71 **"Equipment, expendable"** means items having a relatively small cost per item and
72 having a relatively short life expectancy.

73 **"Equipment, non-expendable"** means all necessary equipment which requires a
74 relatively high capital outlay and has a normal life expectancy of several years.

75 **"Existing Manager"** means a licensed manager that is not a recent graduate of the
76 BEP training program and has been operating a primary facility.

77 **"Extenuating Circumstances"** means circumstances which are sudden, unexpected,
78 significantly disruptive and beyond control.

79 **"Federal property"** means any building, land or other real property owned, leased, or
80 occupied by any department, agency, or instrumentality of the United States (including the
81 Department of Defense and the United States Postal Service), or any other instrumentality
82 wholly owned by the United States.

83 **"Federal regulations"** means the regulations issued pursuant to the Randolph-
84 Sheppard Act.

85 **"Grantor"** means a Federal, State, County, Parish, city government, private
86 corporation, company, partnership or individual, who grants a permit or enters into an
87 agreement with the State Licensing Agency to operate a business enterprise on its/their
88 property.

89 **"Grantor's agreement"** means a written document between a Grantor and the State
90 Licensing Agency which sets forth the terms, conditions and responsibilities of all parties to
91 the agreement for the operation of a business enterprise on private and/or public property.

92 **"Gross receipts"** means the total amounts received from all revenue sources from a
93 business enterprise, ~~including sales tax~~ during an account period.

94 **"Gross Sales"** means the grand total of all sales transactions reported in a period
95 without any deductions included in the figure.

96 **"Inactive Licensee"** means a licensed individual who is not currently working in the
97 Business Enterprise Program.

98 **"Initial stock and supplies"** means those resalable items or supplies necessary for the
99 opening and operation of a specific type of business enterprise.

100 **"Interim manager"** means a licensed manager appointed to manage a business
101 enterprise on a temporary basis. See "Satellite Manager"

102 **"License"** means a written instrument issued by the State Licensing Agency to a
103 person who is blind, authorizing such person to manage a business enterprise. See "BEP
104 License"

105 **"Licensed employee"** means a licensed individual who is currently working for a
106 licensed manager.

107 **"Licensed Manager (LM)"** means a licensed individual who has signed an agreement
108 with the State Licensing Agency to manage a Randolph-Sheppard business enterprise
109 under the supervision of the State Licensing Agency.

110 **"Licensee"** means a person who is blind and holds a valid BEP license.

111 **"Licensing agency"** means the State Licensing Agency (SLA), which has been
112 designated by the Commissioner, pursuant to the Act, to issue licenses to persons who are
113 blind for the management of business enterprises.

114 **"Management"** means the personal supervision of the day-to-day operation of the
115 assigned business enterprise facility by the assigned manager.

116 **"Management services"** means inspection, quality control, consultation, accounting,
117 regulating, in-service training, and other related services provided on a systematic basis to
118 support and improve business enterprises operated by licensed managers.

119 **"Manager's agreement"** means an agreement between a licensed manager and the
120 State Licensing Agency, establishing basic terms and conditions for management of a
121 business enterprise.

122 **"Mail"** is a method of distributing information that includes, but is not limited to, the U.S.
123 Postal System, email, fax, or Federal Express. See "Notify"

124 **"Merchandise Loan"** means the total dollar value of the initial stocks of suitable
125 merchandise provided to a licensed manager that will be repaid in monthly installments of
126 no less than two percent of gross sales and not to exceed 12 consecutive payments to pay
127 loan balance in full.

128 **"Net earnings" or "Net profits"** means gross profit after deducting operating expenses
129 and set-aside collected.

130 **"Net proceeds"** means the amount remaining from the sale of articles or services of
131 business enterprises and any vending machine income or other income accruing to licensed
132 managers after deducting the cost of such sales and other authorized expenses excluding
133 set-aside charges required to be paid by the licensed managers.

134 **"Net sales"** means the sum total of sales, excluding sales tax.

135 **"Nominee"** means a nonprofit agency or organization designated by the State
136 Licensing Agency through a written agreement to act as its agent in the provision of services
137 to licensed managers under the State's Business Enterprise Program.

138 **"Notify"** means a method of distributing information that includes, but is not limited to,
139 the U.S. Postal System, email, fax, or Federal Express. See "Mail"

140 **"Other income"** means money received by a licensed manager from sources other
141 than over the counter and machine sales.

142 **"Other property"** means property which is not Federal property and on which business
143 enterprises are established or operated by the use of any funds derived in whole or in part,
144 directly or indirectly, from the operation of vending facilities on any Federal property.

145 **"Performance Evaluation"** means an evaluation conducted to determine if a manager
146 is eligible to apply for a facility or to be awarded a permanent BEP license.

147 ~~**"Permanent BEP License"** means a license issued on a permanent basis to a BEP~~
148 ~~manager who has successfully completed all probationary requirements.~~

149 **"Permit"** means the official approval given a State Licensing Agency by a department,
150 agency, or instrumentality in control of the maintenance, operation and protection of Federal
151 property or person in control of other property where the State Licensing Agency is
152 authorized to establish a business enterprise.

153 ~~**"Probationary BEP License"** means a license issued to an individual on their first day~~
154 ~~as manager of an Oklahoma BEP facility.~~

155 ~~**"Probationary Licensee"** means a person who has received a certificate of completion~~
156 ~~of the Business Enterprise Program training and has not completed their six (6) month~~
157 ~~probationary period.~~

158 "Purveyor" means an approved source of supply for food, beverages, supplies, or
159 services.

160 "Randolph-Sheppard Act" means Public Law 74-732 as amended by Public Law 83-
161 565, Public Law 93-516, and Public Law 95-602, 20 U.S.C. Chapter 6A, Section 107.

162 "Retained vending machine income" means vending machine income disbursed by a
163 property managing department, agency or instrumentality of the United States, or received
164 from vending machines on State or other property in excess of the amounts eligible to
165 accrue to licensed managers.

166 "Routine preventive maintenance" means the regular care, upkeep, and cleaning of
167 equipment used in a business enterprise.

168 "Rules and regulations" means the instrument written by the State Licensing Agency
169 and approved by the Secretary of Education setting forth the conduct and operation of the
170 Business Enterprise Program. A copy of the document granting approval of the rules and
171 regulations from RSA, will be mailed to each licensed manager.

172 "Saleable stock/merchandise" means products comprising the merchandise available
173 for sale to the public and determined by the SLA to be from an approved source in the
174 original container, in date, consistent with the needs of the customers for a particular
175 business enterprise.

176 "Satellite business enterprise" means a business enterprise assigned to a licensed
177 manager on a temporary basis.

178 "Satellite Manager" means a licensed manager appointed to manage a business
179 enterprise on a temporary basis. See "Interim Manager"

180 "Satellite Performance Evaluation" means an evaluation conducted to determine a
181 manager's eligibility to continue operating a satellite to be performed at the 180 day satellite
182 review.

183 "Satisfactory site" means an area determined by the BEP Operations Coordinator to
184 have sufficient space, electrical and plumbing outlets, and other such accommodations as
185 prescribed by the Act, for the location and operation of a business enterprise in accordance
186 with applicable health laws and building codes.

187 "Secretary" means the United States Secretary of Education.

188 "Set-aside funds" means funds which accrue to a State Licensing Agency from an
189 assessment against the net proceeds of each business enterprise in the State's business
190 enterprise Program and any income from vending machines on Federal property which
191 accrues to the SLA.

192 "Snack bar business enterprise" means a business enterprise engaged in selling
193 limited lines of refreshment and prepared food items necessary for a light meal service.

194 "State Licensing Agency (SLA)" means the State agency that issues licenses to
195 persons who are blind for the operation of business enterprises on public and/or private
196 property.

197 "State property" means lands, buildings, and/or equipment owned, leased, or
198 otherwise controlled by the State.

199 **"Statewide average manager earnings"** means the average annual manager earnings
200 (after set-aside) as calculated each year for the RSA-15 Report.

201 **"Teaming Partner Agreement"** means an arrangement between two or more
202 companies either as a partner or joint venture to perform a specific federal government
203 contract.

204 **"Temporary Variance"** means an instrument used to allow a business enterprise to
205 install alternate vending operations on a temporary basis when a determination has been
206 made by the SLA that a blind operated vending facility is not viable at time of survey.

207 **"Third Party Vendor"** means a separate individual or organization that operates and/or
208 manages a BEP business enterprise facility in lieu of the licensed manager and pays a fee
209 or commission to licensed manager for the opportunity to operate said facility.

210 **"Timely submission"** means the receipt of an accurate monthly report and correct
211 payment, if applicable on or before the due date in the BEP office.

212 **"Trainee"** means a qualified client of the Division of Visual Services, who when referred
213 to the Business Enterprise Program, is placed in training to prepare for licensing under the
214 rules and regulations of the State Licensing Agency.

215 **"Training program"** means the program of study and/or on-the-job training provided to
216 prospective and/or experienced licensed managers.

217 **"Vending facility"** means automatic vending machines, cafeterias, snack bars, cart
218 service, shelters, counters, and such other appropriate auxiliary equipment which may be
219 operated by licensed managers and which is necessary for the sale of newspapers,
220 periodicals, confections, tobacco products, foods, beverages, and other articles or services
221 dispensed automatically or manually and prepared on or off the premises in accordance with
222 all applicable health laws and including the vending or exchange of chances for any lottery
223 authorized by State Law and conducted by an agency of a State within such State. [CFR 34,
224 Part 395.1(X)]

225 **"Vending machine"** means any machine, operated using currency or other medium of
226 exchange, which dispenses articles or services, except any machine operated by the United
227 States Postal Service for the sale of postage stamps or other postal products and services.
228 Machines providing services of a recreational nature and telephones shall not be considered
229 to be vending machines.

230 **"Vending machine facility"** means an automated business enterprise which dispenses
231 a variety of food and refreshment items and services from vending machines. Included in
232 this category would be interstate highway locations and vending machine routes.

233 **"Vocational Rehabilitation Services"** means those services as defined in the
234 Rehabilitation Act. [29 USC 701 et seq.]

235 **"Volunteer"** means an individual who works in a business enterprise and receives no
236 compensation.

1 **612:25-4-14. Training for new or potential licensed managers [AMENDED]**

2 (a) **Overview of Licensed Manager Training.** The Business Enterprise Program (BEP)
3 provides individuals who are blind with training that leads to potential employment as a
4 Licensed Manager of a vending facility or related business in the Business Enterprise
5 Program. The training program includes but is not limited to training in laws and regulations
6 affecting the Business Enterprise Program, state and federal tax reporting, food service
7 operations, sanitation, inventory control, money management, staffing of personnel, safety
8 procedures, business management principles and techniques, and preparation of reports
9 required by the State Licensing Agency. The licensed manager training program will be
10 based on a curriculum developed and periodically reviewed through consultation with
11 appropriate business representatives, trainers, BEP experts, and the Elected Committee of
12 Licensed Managers. Additional training required by the licensed manager trainee to adjust
13 to blindness, learn assistive technology skills or improve the trainee's opportunity to succeed
14 as a licensed manager may be arranged through coordination with the DRS Division of
15 Visual Services and DRS Division of Vocational Rehabilitation.

16 (b) **Application process.** Applications for BEP training shall include the following
17 information which shall be obtained from the individual's counselor:

- 18 (1) current eye examination, documenting blindness;
- 19 (2) documentation for United States citizenship and an Oklahoma resident;
- 20 (3) documentation the client is at least 18 years of age; and
- 21 (4) completion of any rehabilitation training prerequisites established by the BEP in
22 consultation with the ECM to better optimize the successful employment outcome;

23 (c) **Acceptance for training.** Applicant qualifications will be reviewed by BEP staff who will
24 report any training-related recommendations to the individual's DVS/DVR counselor and
25 BEP operations coordinator. An individual's application must be approved by the BEP
26 operations coordinator prior to acceptance into the training program.

27 (d) **Notice regarding criminal background record and Oklahoma Sales tax**
28 **background check.** Before entering training, BEP applicants will be informed that a
29 criminal background investigation and an Oklahoma sales tax background check will be
30 performed and may prevent their being licensed to manage some BEP facilities.

31 (e) **Duration of training.** To be eligible for licensure as a BEP facility manager an individual
32 must complete the full BEP manager training program, unless the BEP operations
33 coordinator, in consultation with the Chair of the Elected Committee of Licensed Managers,
34 determines an exception is justifiable.

35 (f) **Completion of training.** Each trainee who completes the BEP manager training
36 program is issued a certificate certifying that the trainee has met all the training criteria to be
37 a licensed manager in the Business Enterprise Program. Upon assuming management of
38 their first facility, a certified graduate shall be issued a temporary BEP license and begin a
39 six (6) month probationary period. ~~During this period, the probationary manager will receive~~
40 ~~benefits afforded all other managers, along with accruing seniority. Upon completion of their~~
41 ~~probationary period, the BEP Operations Coordinator, in consultation with the ECM Chair,~~
42 ~~will review their progress and if determined appropriate will issue their permanent BEP~~
43 ~~Manager License.~~

44 (g) **Failure to complete training.** If it appears that a trainee will not be able to successfully
45 complete training, the BEP operations coordinator, in consultation with the ECM Chair, will
46 review the individual's training record before making a decision to terminate training. The
47 BEP operations coordinator will notify the trainee and their DVS or DVR counselor of any
48 BEP decision to terminate training.

49 (h) **Post-training interview.** Upon completion of a new manager's ~~probationary period~~
50 training, they will be interviewed by a representative of the Elected Committee of Licensed
51 Managers, normally the chairperson, to evaluate the effectiveness of the training program.
52 The interviewer formulates recommendations and comments regarding the training program
53 and provides them to the BEP Operations Coordinator.

54 (i) **Acceptance of out-of-state licenses.** The BEP Operations Coordinator will evaluate
55 the skills and knowledge of BEP applicants who were licensed managers in other states.
56 Training will be provided to correct any noted deficiencies and acquaint the applicant with
57 Oklahoma's program. After qualifications are met, the applicant is issued a training
58 completion certificate.

59 (j) **Seniority.** Seniority in the Oklahoma Business Enterprise Program will only accrue when
60 managing an Oklahoma BEP facility.

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 **612:25-6-1. 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.

1 **612:25-6-33. Organization and operation of the Elected Committee of Licensed**
2 **Managers [AMENDED]**

3 (a) **Organization.** The ECM will be organized in accordance with its bylaws.

4 (b) **Nominations and elections.** The procedures set forth in (1) through (3) of this
5 Subsection shall be used to nominate and elect members of the committee.

6 (1) The Chairperson of the Committee of Licensed Managers presides over the election
7 of Committee members.

8 (2) The SLA presents a list of eligible voters and candidates. The Chairperson will call
9 for nominations from the floor for ECM members. Nominees must give consent to be
10 nominated.

11 (3) The SLA and the ECM are responsible for the collection and tallying of votes.

12 (c) **Operation.** The Elected Committee of Licensed Managers shall operate according to (1)
13 through (3) of this Subsection.

14 (1) The Elected Committee of Licensed Managers will convene at least once each year
15 at the licensed manager's training conference, the time and place of joint meetings to be
16 scheduled by SLA staff and the Elected Committee of Licensed Managers. Requests for
17 meetings by the ECM committee will be made in writing to the SLA for prior approval of
18 financial assistance.

19 (2) The ECM members will be notified of matters within its purview that are being
20 considered for decision. The ECM committee members will have the opportunity to
21 initiate subjects for consideration by it and the SLA. Recommendations by the ECM
22 members will be in writing and given serious consideration by the SLA.

23 (3) The SLA has the ultimate responsibility for the administration of the Business
24 Enterprise Program. If the SLA does not adopt the views and positions of the Elected
25 Committee of Licensed Managers it will notify the ECM Committee in writing of the
26 decision reached or the action taken and the reasons therefore.

27 (d) **Materials.** The SLA will supply the necessary materials for the function of the Elected
28 Committee of Licensed Managers upon written request to the SLA.

29 ~~(e) **Travel Expenses.** ECM members on committee business will be reimbursed for travel~~
30 ~~expenses at the same rates and conditions as state employees.~~

DRS Internal Policies

1 **DRS: 1-13-1. Sexual Harassment/Sexual Assault [AMENDED]**

2 (a) **Sexual Harassment.** The Department of Rehabilitation Services [DRS] explicitly
3 prohibits sexual harassment of employees. Sexual harassment is unlawful and may subject
4 those who engage in it to DRS formal discipline as well as civil and criminal penalties.

5 (b) **Definition of Sexual Harassment.** Sexual harassment shall be defined as unwelcome
6 sexual advances, requests for sexual favors, and other verbal or physical conduct of a
7 sexual nature in the following context:

8 (1) when submission to such conduct is made either explicitly or implicitly a term or
9 condition of an individual's employment, or

10 (2) when submission to or rejection of such conduct by an individual is used as the
11 basis for employment decisions affecting such individual, or

12 (3) when such conduct has the purpose or effect of unreasonably interfering with an
13 individual's work or creating an intimidating, hostile, or offensive working environment.

14 (c) **Examples of Prohibited Conduct.** Conduct prohibited by this policy may include, but
15 is not limited to:

16 (1) Unwelcome sexual flirtation, advances or propositions for sexual activity.

17 (2) Continued or repeated verbal abuse of a sexual nature, such as suggestive
18 comments and sexually explicit jokes.

19 (3) Sexually degrading language to describe an individual.

20 (4) Remarks of a sexual nature to describe a person's body or clothing.

21 (5) Display of sexually demeaning objects and pictures.

22 (6) Offensive physical contact, such as unwelcome touching, pinching, brushing the
23 body.

24 (7) Coerced sexual intercourse.

25 (8) Sexual assault.

26 (9) Rape, date or acquaintance rape, or other sex offenses, forcible or non-forcible.

27 (10) Actions indicating that benefits will be gained or lost based on responses to sexual
28 advances.

29 (d) **Supervisors and Co-workers.** Since some employees of DRS hold positions of
30 authority that may involve the legitimate exercise of power over others, it is their
31 responsibility to be sensitive to that power. Supervisors in particular, in their relationships
32 with subordinates, need to be aware of potential conflicts of interest and the possible
33 compromise of their evaluative capacity. Because there is an inherent power difference in
34 these relationships, the potential exists for the less powerful person to perceive a coercive
35 element in suggestions regarding activities outside those appropriate to the professional
36 relationship. It is the responsibility of employees to behave in such a manner that their
37 words or actions cannot reasonably be perceived as sexually coercive, abusive, or
38 exploitive. Sexual harassment also can involve relationships among equals as when

39 repeated advances, demeaning verbal behavior, or offensive physical contact interfere with
40 an individual's ability to work and study productively. Sexual harassment can also result
41 from situations where there has been a romantic relationship between a supervisor and
42 employee, which has ended or when there is a relationship that creates a third party sexual
43 harassment hostile work environment. Sexual harassment can also result from situations
44 where there is an ongoing consensual sexual relationship between a supervisor and an
45 employee.

46 (e) **Grievance.** DRS is committed to providing an environment of work free from sexual
47 harassment and to insuring the accessibility of appropriate grievance procedures for
48 addressing all complaints regarding sexual harassment.

49 DRS encourages employees to report instances of sexual assault or other sex offenses,
50 either forcible or non-forcible. In addition to internal grievance procedures, employees are
51 encouraged to file complaints or reports with local law enforcement agencies by telephoning
52 911, as soon as possible after the offense occurs in order to preserve evidence necessary
53 to the proof of criminal offenses.

54 In the absence of a formal grievance, DRS reserves the right to investigate and deal
55 administratively with sexual harassment issues whenever becoming aware of their
56 existence. Supervisors who become aware of instances of sexual harassment as defined in
57 paragraph (c) shall immediately or as soon as reasonably possible report them to the
58 respective Division Administrator or Chief of Staff who shall consult with legal counsel and
59 initiate appropriate corrective action. **1**

60 (f) **Retaliation.** Any attempt to penalize or retaliate against a person for filing a complaint
61 or participating in the investigation of a complaint of sexual harassment will be treated as a
62 separate and distinct violation of DRS policy.

63 (g) **Discipline.** Appropriate disciplinary action may include a range of actions up to and
64 including discharge. With regard to Examples of Prohibited Conduct (C)(6 – 9) above, DRS
65 has a zero tolerance policy and will proceed directly to discharge.

66 (h) **Criminal Action.** When criminal action is pursued in addition to an administrative
67 grievance under this policy, the Director shall designate a DRS representative to coordinate
68 investigative actions with local law enforcement authorities to ensure that criminal
69 prosecution is not jeopardized. The designated representative may defer administrative
70 investigation at the request of DRS or local law enforcement authorities pending completion
71 of a criminal investigation.

1 **DRS: 3-3-12. Court or jury leave [AMENDED]**

2 Upon receipt of written application, a permanent, probationary, temporary, unclassified,
3 or exempt employee shall be granted leave of absence for court or jury leave as indicated in
4 (1) through (7) of this subsection.

5 (1) Attendance at court in connection with an employee's official duties, and time
6 required in going and returning is not considered absence from duty.

7 (2) When, in obedience to a subpoena or direction by proper authority, an employee
8 appears on a regular work day as a witness or a jury member for the federal
9 government, the State of Oklahoma, or a political subdivision; as a witness before a
10 state board, agency or commission, or as an expert witness in their capacity as a state
11 employee, the employee shall be entitled to leave of absence for such duty with regular
12 compensation.

13 (3) When an employee is subpoenaed in private litigation by some party other than the
14 federal government, the State of Oklahoma or a political subdivision to testify, as an
15 individual, the time absent shall be taken as annual leave or leave without pay at the
16 employee's discretion.

17 (4) An FLSA non-exempt employee who is called to appear in court on a normally
18 scheduled work day in accordance with (2) of this subsection is entitled to compensation
19 for that time regardless of shift. For example, an employee who works an 8 hour shift
20 from 11 p.m. to 7 a.m. and reports to court that day will be entitled to work week
21 adjustment or compensatory time for his or her time in court. Such time shall be counted
22 as hours worked in accordance with the Fair Labor Standards Act. (Merit rule ~~530:10-15-~~
23 ~~46~~) 260:25-15-46 An employee who is called to appear in court on a normally scheduled
24 day off is not entitled to compensation for that time. The day in which the majority of the
25 shift is scheduled determines the work day for the purpose of this policy.

26 (5) When an employee is to perform jury duty, it is the responsibility of his or her
27 supervisor to discuss the provisions of this subsection and point out his or her obligation
28 to return to duty if he or she is dismissed during usual work hours.

29 (6) If leave with pay is granted, employees must submit a copy of their subpoena or
30 order to their supervisor in order to receive witness leave with pay. Any witness fees
31 received by the employee must be turned over to the Department.

32 (7) Application for Court or Jury Leave is made on the Request for Approval of Leave
33 Form. A copy of the subpoena, summons or other such notice must be attached to the
34 Request for Approval of Leave form. Court or jury leave is to be charged in accordance
35 with the employee's work schedule.

1 **DRS:3-3-16. Leave when an office is temporarily closed due to unsafe working**
2 **conditions or services are temporarily reduced due to hazardous weather (paid**
3 **administrative leave) [AMENDED]**

4 (a) If agency offices are closed because of an imminent peril threatening the public health,
5 safety, or welfare of state employees or the public, or when state services are temporarily
6 reduced due to hazardous weather conditions, the Appointing Authority shall place
7 employees who are scheduled to work in the affected work areas on paid administrative
8 leave or, if applicable, shall assign them to work in another location. During their normal duty
9 hours, employees on paid administrative leave due to unsafe working conditions are on
10 stand-by or on-call status. Appointing Authorities may call employees to return to their
11 normal duties or respond to the demands of the situation as necessary. [74:840-2.20A(A)]

12 (b) Paid administrative leave means leave granted to affected employees if offices of
13 agencies are closed because of an imminent peril threatening the public health, safety, or
14 welfare of state employees or the public or when state services are temporarily reduced due
15 to hazardous weather. Examples of reasons for temporarily closing an office due to unsafe
16 working conditions are: leaks of toxic fumes in buildings; life threatening damage to building
17 structures; or emergency operations which would be disrupted by the presence of the usual
18 work force; or any other condition which poses a significant threat to the safety of the work
19 force.

20 (c) Paid administrative leave shall be afforded to affected employees only when a state
21 office is temporarily closed or services are temporarily reduced in accordance with Merit
22 Rule ~~530:10-15-74~~, 260:25-15-71 Upon its reopening, normal Merit Rules governing leave
23 and agency procedures shall apply. The granting of administrative leave applies only to
24 employees scheduled to work during the time period of the closure or reduced services. It
25 does not apply to employees who are absent during the closure or reduction on any
26 previously approved leave. Temporary employees shall not be granted administrative leave
27 under this policy when state services are temporarily reduced due to hazardous weather
28 conditions. However, paid administrative leave shall be granted to temporary employees
29 when agency offices are closed because of an imminent peril threatening the public health,
30 safety, or welfare of state employees or the public.

31 (d) When the Governor or his designee, the Commissioner of the Oklahoma Department of
32 Public Safety, issues an official announcement which authorizes agencies, or parts of
33 agencies, to maintain only essential services due to hazardous weather conditions, DRS will
34 implement the provisions of Merit Rule ~~530:10-15-74~~, 260:25-15-71 Leave when an office is
35 temporarily closed due to unsafe working conditions or services are temporarily reduced due
36 to hazardous weather (paid administrative leave). If the decision is made to authorize state
37 agencies to maintain only essential services, the Commissioner of the Oklahoma
38 Department of Public Safety will announce the curtailment of state government operations
39 by notifying the media. Such information will also be posted on the website:
40 www.youoklahoma.com. Because of Oklahoma's unpredictable weather conditions, the
41 Commissioner of the Oklahoma Department of Public Safety has conditionally limited his
42 authority to the Oklahoma City metropolitan area, which includes the following seven
43 counties: Canadian, Cleveland, Lincoln, Logan, McClain, Oklahoma, and Pottawatomie.
44 Decisions regarding agency operations outside these seven counties are hereby given by
45 the Commissioner of the Oklahoma Department of Public Safety to Appointing Authorities,
46 to be made on an individual basis as necessary; however, the Commissioner of the
47 Oklahoma Department of Public Safety reserves the authority to authorize reductions in
48 services at any location in the state. When the Commissioner of the Oklahoma Department
49 of Public Safety, issues an official announcement which authorizes agencies, or parts of
50 agencies, within the seven metropolitan counties to maintain only essential services due to
51 hazardous weather conditions, the message on the DRS Weather Hotline will be updated

52 with that information. Agency employees assigned to the offices within these seven
53 counties, including Disability Determination Division, will be responsible for checking the
54 DRS Weather Hotline for information regarding offices closures or reduction of services due
55 to hazardous weather.

56 (e) Essential staff will be designated according to (1) through (5) of this subsection. The
57 respective Division Administrator or Superintendent will notify those employees who are
58 responsible for staffing essential functions during hazardous weather conditions.

59 (1) Oklahoma School for the Blind - as directed in writing by the Superintendent.

60 (2) Oklahoma School for the Deaf - as directed in writing by the Superintendent.

61 (3) Disability Determination Division - as directed in writing by the Division
62 Administrator. The Disability Determination Division staff in the Tulsa Office will not be
63 considered as essential unless otherwise notified in writing by the Division Administrator
64 and the decision regarding office closure during hazardous weather in Tulsa will be
65 based on the decision made by the federal office building.

66 (4) Within the State Office, the Director is designated as staffing an essential function,
67 however, the Director or designee may require additional personnel to report to work if
68 circumstances require.

69 (5) The assigned Programs Manager responsible for the VR/VS field offices outside of
70 the seven counties within the Oklahoma City metropolitan area has been designated as
71 the individual with the responsibility for determining whether the office(s) should be
72 closed and/or services reduced due to hazardous weather. The Programs Manager will
73 determine if any staff members within their assigned area are essential to provide basic
74 minimum services during hazardous weather conditions and will notify those staff
75 members of the designation. In addition, the Programs Manager will establish a method
76 to ensure that their staff members are notified of decisions that are made to authorize
77 offices to reduce services or close during hazardous weather. In addition, the Programs
78 Manager will ensure that the telephone message for the main office telephone number
79 is updated so that callers are aware of the office closure. If the Programs Manager
80 position is vacant, the designated Field Coordinator will assume the responsibility for
81 this determination and ensure that staff members are notified of the determination.

82 (f) Employees who are considered responsible for maintaining essential services and who
83 are required to work when state services are temporarily reduced due to hazardous weather
84 conditions shall be entitled to accrue administrative leave on a straight-time basis for all
85 hours worked during such reduction. Such leave must be taken within 180 days of its
86 accrual or the employee shall be paid for the leave. An extension of the time period for
87 taking the leave may be approved for up to an additional 180 days, provided the Appointing
88 Authority submits a written request with sufficient justification to Human Capital
89 Management.

90 (g) Employees who are responsible for maintaining essential services who do not report to
91 work during hazardous weather have the following options to request time off and account
92 for the absence.

93 (1) Charge the absence to accumulated compensatory time;

94 (2) Charge the absence to accumulated annual leave;

95 (3) Make up lost time during the workweek in which the time was lost in a manner
96 consistent with the FLSA, if the Division Administrator or Superintendent determines that
97 office hours and schedules permit.

98 (4) More than one option may be exercised to account for the absence, but if the
99 absence cannot be accounted for by exercising the options in (1) through (3), Leave of
100 Absence without Pay will be utilized.