



OKLAHOMA
Rehabilitation Services

Commission for Rehabilitation Services



Commissioners
Janet Barresi, Wanda Felty,
Lindsay Hanna, Kelsey Lee, Lance Robertson,
Noel Tyler, and Kevin Wallace

Regular Meeting

There is no video conferencing for this meeting

Oklahoma School for the Blind
3300 Gibson Street, Gymnasium
Muskogee, OK 74403

October 14, 2026

Empowering Oklahomans with Disabilities

State of Oklahoma Commission for Rehabilitation Services
Regular Commission Meeting
Wednesday, October 14, 2026 at 10:30 a.m.

Oklahoma School for the Blind
3300 Gibson Street, Gymnasium
Muskogee, OK 74403

Commissioners: Lindsay Hanna, Chair; Noel Tyler, Vice Chair; Dr. Janet Barresi, Wanda Felty, Kelsey Lee, Lance Robertson, and Kevin Wallace.

There is no virtual option for this meeting. Sign Language Interpreters are provided for public accessibility.

Public Comment: Please sign up on arrival prior to the start of the meeting. Comments will be limited to three minutes per person.

AGENDA

1. Welcome, Roll Call and Determination of Quorum.

Lindsay Hanna, Chair

2. Pledge of Allegiance

Lindsay Hanna, Chair

3. Statement of Compliance with the Open Meeting Act

Kathleen Arrieta, Commission Assistant

4. Public Comments

Public Audience - Under Oklahoma Open Meeting Laws, the Oklahoma Commission for Rehabilitation Services cannot respond to or discuss any matter not on today's agenda.

5. Presentation of Longevity Certificates

Lindsay Hanna, Chair

6. Executive Director's Report

Page 5

Sterling Zearley, Executive Director

- a) Certificates of Appreciation
- b) Report includes meeting, legislative, deferred maintenance, strategic plan, budget and Commission planning updates.
- c) Possible discussion

7. Legislative Committee Report

Page 11

Sterling Zearley, Executive Director

- a) Possible discussion

8. Finance Committee Report

Page 16

Kevin Wallace, Commissioner

- a) Possible discussion

Action Items

9. Acting Chief Financial Officer's Report

Page 16

Danielle Durkee, CFO, DHS

a) Financial Status Reports for FY 26 and FY 27.

Page 17

b) FY 28 Budget Request

Page 40

- FY 2028 Budget Request Executive Summary
- FY 2028 Budget Request Summary
- FY 2028 Budget Request Operations Funding Changes

c) Discussion and possible action to approve the FY 28 Budget Request

10. Acceptance of Notice of Rulemaking Intent – 2027 Administrative Rules Amended

Page 50

Tina Calloway, Administrative Programs Officer; Policy, Administration and Development Section

a) 2027 Administrative Rules Amended

Page 51

b) 2027 Administrative Rule Summary

Page 210

c) 2027 Administrative Rule Public Hearing Notice

Page 219

d) Discussion and possible action to authorize DRS to initiate the 2027 Permanent Rulemaking Process, including, but not limited to revising the following administrative rules:

<u>OAC Title 612</u>	<u>Chapter 17</u>	<u>Chapter 25</u>	<u>Chapter 25</u>
<u>Chapter 1</u>	612:17-1-1	612:25-2-1	<u>con't</u>
612:1-3-1	612:17-1-3	612:25-2-2	612:25-4-73
<u>Chapter 10</u>	612:17-1-5	612:25-2-3	612:25-4-75
612:10-1-1	612:17-3-1	612:25-2-4	612:25-4-76
612:10-1-2	612:17-3-3	612:25-2-5	612:25-6-1
612:10-3-2	612:17-3-5	612:25-2-7	612:25-6-2
612:10-7-164	612:17-3-7	612:25-2-8	612:25-6-2.1
612:10-7-196	612:17-3-9	612:25-2-9	612:25-6-3
612:10-7-205	612:17-3-11	612:25-4-1	612:25-6-4
612:10-7-222	612:17-3-13	612:25-4-4	612:25-6-15
612:10-9-37	612:17-5-1	612:25-4-14	612:25-6-16
612:10-11-42	612:17-5-3	612:25-4-15	612:25-6-17
612:10-13-1	612:17-5-5	612:25-4-25	612:25-6-18
612:10-13-14	612:17-5-7	612:25-4-26	612:25-6-19
612:10-13-15	612:17-5-9	612:25-4-27	612:25-6-20
612:10-13-16	612:17-5-11	612:25-4-53	612:25-6-21
612:10-13-17	612:17-5-13	612:25-4-54	612:25-6-22
612:10-13-18	612:17-5-15	612:25-4-55	612:25-6-32
612:10-13-19	612:17-5-17	612:25-4-57	612:25-6-33
612:10-13-20	612:17-5-19	612:25-4-58	
612:10-13-21	612:17-5-21	612:25-4-60	
612:10-13-22	612:17-5-23	612:25-4-61	
612:10-13-23	612:17-5-25	612:25-4-62	
612:10-13-24	612:17-5-27	612:25-4-72	

11. Review of the September 9, 2026 Commission Meeting Minutes Page 223

Lindsay Hanna, Chair

- a) Discussion and possible action to modify and/or approve the minutes.

Reports

12. Oklahoma School for the Blind (OSB) Report Page 230

Brent Pearce, Superintendent

- a) Recognitions
- b) Report includes student activities and staff updates.
- c) Possible Discussion

13. Human Resources Report Page 235

LaChelle Westfahl, Human Resources Director

- a) September Personnel Activity report & current FTE Status
- b) Introductions of new staff
- c) Possible discussion

14. Services for the Blind and Visually Impaired (SBVI) Page 241

Tracy Brigham, Division Administration

- a) Priority Group and Portal Updates
- b) Report includes staffing, events, and departmental updates,
- c) Possible discussion

15. Services for the Blind and Visually Impaired (SBVI) and Vocational Rehabilitation (VR) Transition Report Page 248

Renee N. Samson Briscoe, Transition Coordinator

- a) Report includes summer programs, partnerships, school-based programs, and other updates.
- b) Possible discussion

16. New Business

Lindsay Hanna, Chair

Any matter not known about, or which could not have been reasonably foreseen prior to the time of posting (24 hours prior to the meeting) as authorized by 25 O.S. § 311.

17. Adjourn

Lindsay Hanna, Chair

- a) Discussion and possible action

Note: "Possible action" by the Commission includes, but is not limited to approval, authorization, adoption, rejection, denial, amendment, taking no action, or tabling the item for disposition at a later date or time.

There will be a tour of the school at 9:15 AM, and a lunch immediately following the meeting. No business will be discussed at either event.

Next Commission meeting: Wednesday, November 18, 2026



Executive Director's Report

OKLAHOMA DEPARTMENT OF REHABILITATION SERVICES
October 14, 2026 COMMISSION MEETING
EXECUTIVE DIRECTOR REPORT

Submitted by: Sterling Zearley, Executive Director

I. MEETINGS AND AGENCY ENGAGEMENTS

Since the previous Commission meeting, the Executive Director has participated in the following meetings and agency engagements:

Date	Meeting / Engagement
Sept. 15	Required Strategic Plan Meeting
Sept. 16	Human Services Agencies Monthly Meeting
Sept. 18	Oklahoma School for the Deaf Homecoming
Sept. 21	Executive Team (E-Team) Meeting
Sept. 22	Interim Study 26-020 Discussion & Legislative Material Review
Sept. 23	Leading at the Speed of Trust; Open Records Process Review
Sept. 25	Director's Update
Oct. 5	Meetings with Sen. Paul Rosino & Rep. Daniel Pae
Oct. 8	Workforce Transformation Partnership Meeting; Capitol Meeting
Oct. 9	Sterling Conversations with LaChelle Westfahl
Oct. 13	Oklahoma School for the Blind (OSB) Annual Spaghetti Dinner Fundraiser
Oct. 14	Commission Meeting at Oklahoma School for the Blind

These engagements provided opportunities to strengthen agency partnerships, advance strategic planning, coordinate legislative priorities, support employee communication, and maintain engagement with Commissioners and external stakeholders.

II. LEGISLATIVE ENGAGEMENT

The agency has prepared proposed legislation and an additional budget request for the upcoming legislative session and continues to strengthen Department of Rehabilitation Services (DRS) legislative engagement efforts.

Commissioner Lance Robertson will discuss the Legislative Program at the Commission meeting. The Legislative Program and key House and Senate deadlines for the 2027 session have been provided in the Commission packet.

Legislative activities include:

- Monitoring legislative interim studies relevant to DRS.
- Developing the agency's legislative priorities and strategy.
- Meeting and coordinating with key legislative leadership.

Legislative Leader	Meeting Status
Sen. Chuck Hall, Appropriations Chair	Scheduled Oct. 8
Rep. Trey Caldwell, Appropriations Chair	Scheduled Oct. 28
Sen. Paul Rosino, Committee Chair	Met Oct. 5
Rep. Daniel Pae, Committee Chair	Met Oct. 5

2027 House and Senate Legislative Deadlines:

Date	House & Senate Deadline
Dec. 4, 2026	Bill Request Deadline
Jan. 5, 2027 - Noon	Organizational Day
Jan. 14, 2027 - 4 p.m.	Bill Introduction Deadline
Feb. 1, 2027 - Noon	First Day of Session
Mar. 25, 2027	Third Reading - House of Origin
May 6, 2027	Third Reading - Opposite House
May 28, 2027 - 5 p.m.	Sine Die Adjournment

The agency will continue to engage with legislative leaders and stakeholders to communicate DRS priorities and advocate for the needs of Oklahomans with disabilities.

III. ADMINISTRATIVE RULES

Planning and development for the 2027 Administrative Rules are completed.

Proposed rule changes have been provided to the Commission for review in accordance with the established administrative rulemaking process.

Commissioners are encouraged to refer to the Administrative Rules Process Calendar previously provided to the Commission for key dates, review periods, and required actions throughout the rulemaking process.

IV. DEFERRED MAINTENANCE

Agency leadership has developed a comprehensive five-year Deferred Maintenance Plan, which has been provided in the Commission packet. Commissioner Kevin Wallace will provide an update later in the meeting.

This long-range planning effort will support future budget development, improve utilization of agency-owned facilities, address critical infrastructure needs, and reduce long-term operating costs.

V. STERLING CONVERSATIONS

Sterling Conversations continues as a monthly Zoom webinar designed to provide DRS employees with regular agency updates and opportunities to hear directly from the Executive Director and agency leadership.

The agency hosted Commission Chair Lindsay Hanna on September 4, 2026, and will host Mark Beutler, Director of Communications on October 9, 2026.

The monthly series will continue to feature DRS employees, Commissioners, organizational leaders, and other individuals whose work and expertise are relevant to the DRS mission. The goal of Sterling Conversations is to strengthen internal communication, increase employee engagement, and provide greater transparency regarding agency activities and priorities.

VI. ORGANIZATIONAL IMPROVEMENT

Agency leadership continues to evaluate opportunities to strengthen internal operations and improve organizational effectiveness.

Areas of continued focus include:

- Workforce transformation and operational efficiencies.
- Organizational structure and clear lines of responsibility.
- Payroll conversion and related operational considerations.
- Internal communication and coordination across divisions.
- Review of the Open Records Request Process.

Strategic Plan Submission

The Fiscal Year 2027-2031 Strategic Plan was submitted to the Office of Management and Enterprise Services (OMES) on October 1, 2026. The plan outlines the Department of Rehabilitation Services' (DRS) strategic priorities, goals, strategies, key performance measures, and financial and staffing resources. It also aligns with the agency's upcoming budget and legislative priorities.

These efforts support collaborative problem-solving, greater consistency across agency operations, and continued accountability for agency priorities.

VII. DISABILITY DETERMINATION SERVICES UPDATE

The Social Security Administration (SSA) has approved the Oklahoma Disability Determination Services (DDS) extended service team to assist with disability claims for Oklahoma residents during the new federal fiscal year. Typically, this team is assigned to support out-of-state workloads.

This change will provide additional resources to address Oklahoma's pending disability claims and has the potential to significantly reduce both the age and overall size of the current backlog.

VIII. COMMISSION COMMUNICATION AND REPORTING

Agency leadership continues reviewing how information is presented to the Commission to ensure that Commissioners receive timely, relevant, and useful information.

Current communication efforts include providing updates regarding:

- Agency initiatives.
- Legislative priorities.
- Employee accomplishments.
- Agency events and engagement opportunities.

Communications and Public Awareness

The Communications team has participated in several television appearances promoting Disability Employment Awareness Month and White Cane Safety Day, including appearances on KOCO-TV, KOKH-TV, and KFOR-TV.

Communications also recently met with the Oklahoma Association of Broadcasters and the general manager of KOCO-TV regarding development of a new series of public service announcements. The goal is to begin airing the announcements by late fall.

Additional communications efforts include development of the agency's Annual Report, early preparations for People with Disabilities Awareness Day in March, continued updates to the Department of Rehabilitation Services website, and development of informational materials with the Executive Director to help educate legislators about the agency's mission.

The agency also continues to use professional electronic invitations for events where Commissioner participation is encouraged, providing additional opportunities for Commissioners to engage with employees, stakeholders, and agency partners.

IX. ORGANIZATIONAL COMMITTEE

The Organizational Committee has been formed and consists of:

- Lindsay Hanna
- Noel Tyler
- Lance Robertson

The committee has begun meeting and establishing direction for its review of the agency's organizational structure.

The committee's work will support effective governance, organizational effectiveness, clear lines of responsibility and accountability, continued improvement of agency operations, and advancement of the DRS mission.

X. BUDGET REQUEST DISCUSSION

Agency leadership continues to evaluate opportunities to strengthen DRS's budget request and maximize available funding resources.

Key areas of discussion include:

- Maximizing available federal funding and state/federal match opportunities.
- Evaluating payroll conversion and its potential implications for DRS funding and operations.
- Developing a phased salary strategy to support recruitment and retention.
- Identifying opportunities to align funding requests with agency priorities and long-range operational needs.

The budget request is due November 1, 2026. Commissioner Kevin Wallace will provide an update at the Commission meeting.

XI. BOARD PLANNING SESSION

Planning continues for a Commission planning session focused on training, organizational priorities, and development of a long-range plan for the agency. Additional details regarding the planning session will be provided as arrangements are finalized. The planning session will provide an opportunity for Commissioners and agency leadership to:

- Participate in governance and agency-related training.
- Review current agency priorities and challenges.
- Discuss long-range goals and strategic priorities.
- Establish a framework for a long-range plan for DRS.
- Identify opportunities to strengthen governance, accountability, and organizational effectiveness.

XII. PARTNERSHIPS AND PROFESSIONAL ENGAGEMENT

Several upcoming engagements warrant Commission awareness because they support workforce partnerships, transition services, legislative outreach, and national vocational rehabilitation leadership.

Oklahoma Works Partners Conference - October 2

Director Zearley is scheduled to help present Frontline Staff Awards with CareerTech Director Brent Haken and Oklahoma Employment Security Commission (OESC) Chief Executive Officer Trae Rahill. This engagement highlights collaboration across Oklahoma's workforce system.

Oklahoma Transition Institute - October 6-7

The institute focuses on coordinated support for students with disabilities as they transition from high school to postsecondary life. This work aligns directly with Department of Rehabilitation Services (DRS) transition services.

Senate Democratic Caucus Tour of the Oklahoma School for the Blind (OSB) - October 27

The campus tour will provide an opportunity to highlight Oklahoma School for the Blind programs, services, and the needs of students served by the school.

Council of State Administrators of Vocational Rehabilitation (CSAVR) Fall Conference - October 31-November 4

Director Zearley is scheduled to participate in the national conference, themed "Resilience: Charting a Steady Course Through Vocational Rehabilitation (VR) Leadership and Innovation." The conference provides an opportunity to engage with vocational rehabilitation leaders and learn about emerging practices.

These engagements provide opportunities to strengthen partnerships, increase awareness of DRS programs, and keep agency leadership connected with state and national developments affecting rehabilitation services.

XIII. EXECUTIVE DIRECTOR SUMMARY

The agency continues to focus on strengthening internal operations, improving communication, preparing for future legislative and budgetary needs, and ensuring that DRS facilities and resources are positioned to support the agency's mission.

The Executive Director and agency leadership will continue to work collaboratively with the Commission, employees, legislative leaders, state partners, and other stakeholders to advance the priorities of the Oklahoma Department of Rehabilitation Services.

Through continued organizational improvement, strategic planning, legislative engagement, responsible budget development, and enhanced communication, DRS remains focused on providing effective services and improving outcomes for Oklahomans with disabilities.



Legislative Committee Report



OKLAHOMA DEPARTMENT OF REHABILITATION SERVICES
FY 2028 STATE APPROPRIATION REQUEST

DRS is requesting targeted statutory changes and State appropriations to strengthen services, support workforce recruitment and retention, leverage federal resources, modernize funding mechanisms, and maintain facilities and operations. The \$2.5M Vocational Rehabilitation Title I State investment is intended to leverage approximately \$9.2M in federal funding for vocational rehabilitation and employment services.

\$9,181,850 STATE APPROPRIATION REQUEST

REQUEST	ITEM	FUNDING TYPE	PURPOSE
\$2,500,000	Title I Federal Match	RECURRING	Support approximately \$9.2M in additional federal funding for vocational rehabilitation and employment services.
\$250,000	Pathfinder Costs	RECURRING	Cover retirement costs are unallowable under federal programs.
\$158,500	Increased Rent	RECURRING	Offset higher rental costs following the DRS State Office relocation.
\$211,000	Relocation Costs	ONE-TIME	Provide one-time funding for moving and IT retrofit expenses.
\$3,300,000	Employee Salary Increases	RECURRING	Improve recruitment, retention, and workforce competitiveness; subject to federal match review.
\$867,500	SFY-28 Benefit Allowance	RECURRING	Address the State share of increased employee benefit costs.
\$2,732,300	Payroll Conversion	ONE-TIME	Provide one-time funding for DRS to convert from a monthly payroll agency to biweekly.

SFY-27 SUPPLEMENTAL REQUEST

REQUEST	ITEM	FUNDING TYPE	PURPOSE
\$433,750	SFY-27 Supplemental Benefit Allowance	ONE-TIME	Address the State share of increased employee benefit costs.

Core Request: \$8,748,100 + SFY-27 Supplemental: \$433,750 = \$9,181,850 Total

OKLAHOMA DEPARTMENT OF REHABILITATION SERVICES

2028 LEGISLATIVE BRIEF | FEDERAL MATCH INVESTMENT



OKLAHOMA
Rehabilitation
Services

PEOPLE.
OPPORTUNITY.
INDEPENDENCE.

LEGISLATIVE BRIEF

A STRATEGIC INVESTMENT IN OKLAHOMA'S WORKFORCE, ECONOMY & FUTURE

Expanding opportunities for Oklahomans with disabilities.

\$2.5 MILLION
STATE INVESTMENT



≈ \$9.2 MILLION
IN ADDITIONAL
FEDERAL FUNDING

\$1 STATE DOLLAR → \$3.70 FEDERAL DOLLARS



MORE FEDERAL FUNDING

≈\$9.2 million in additional federal resources brought into Oklahoma.



MORE OKLAHOMANS WORKING

Additional capacity means more individuals with disabilities can move from waiting lists and services into employment, training, and careers.



MORE MONEY INTO THE ECONOMY

A successful DRS client entering the workforce earns approximately \$30,465 annually and generates approximately \$4,570 in annual taxes.



LESS RELIANCE ON PUBLIC BENEFITS

Employment increases independence and can reduce reliance on public benefits and related costs.



INVEST IN PEOPLE. STRENGTHEN OKLAHOMA.



OKLAHOMA
Rehabilitation
Services

LEGISLATIVE BRIEF
Expanding Access. Building Opportunity.

EXPANDING EMPLOYMENT OPPORTUNITIES FOR OKLAHOMANS WITH DISABILITIES

A \$2.5 million state investment will allow DRS to leverage approximately \$9.2 million in federal funding and expand services for more Oklahomans with disabilities who are actively pursuing employment. Increased resources will help DRS:



Expand capacity to serve individuals currently waiting for services and open additional Priority Groups.



Increase counselor capacity and reduce caseload pressures.



Strengthen transition services for students with disabilities as they prepare to enter the workforce.



Enhance collaboration with schools and partners under the Individuals with Disabilities Education Act (IDEA).



Hire additional specialists and expand vocational evaluations, psychological testing, Assistive Technology services, and other employment-related supports.



Explore improvements to case management systems, including responsible and effective applications of artificial intelligence and other technology.



SUPPORTING RURAL OKLAHOMA

Oklahomans should have access to employment services and technology, regardless of where they live. This investment can help DRS:

- Expand service capacity in rural communities.
- Strengthen Community Rehabilitation Provider networks.
- Expand partnerships with employers, schools, and CareerTech.
- Reduce transportation and geographic barriers.
- Bring specialized services closer to individuals who need them.



MOBILE ASSISTIVE TECHNOLOGY UNIT/LAB

Bring the technology to the individual—not the individual to the technology.

A Mobile Assistive Technology Unit/Lab could bring assessments, demonstrations, training, and specialized services directly to communities across Oklahoma. This is particularly important for Oklahomans who are blind or visually impaired who may otherwise need to travel significant distances to access employment-related technology.



OKLAHOMA
Rehabilitation
Services

LEGISLATIVE BRIEF
Results for a Stronger Oklahoma.

THE ECONOMIC IMPACT

Employment for individuals with disabilities produces benefits far beyond the individual and their family. Based on 2024 DRS data, a successful client entering the workforce earns an average of approximately \$30,465 annually and contributes approximately \$4,570 in annual taxes.

Additional Successful Outcomes	Annual Wages Generated	Annual Taxes Generated
100	\$3.05 million	\$457,000
250	\$7.62 million	\$1.14 million
500	\$15.23 million	\$2.29 million
750	\$22.85 million	\$3.43 million
1,000	\$30.47 million	\$4.57 million
1,500	\$45.70 million	\$6.86 million
2,000	\$60.93 million	\$9.14 million

While the precise number of additional successful employment outcomes attributable to this investment cannot be predicted, the data demonstrate the substantial economic potential of increasing DRS service capacity.



OKLAHOMA
Rehabilitation
Services

LEGISLATIVE BRIEF
Building a Stronger Workforce.

STRENGTHENING OKLAHOMA'S WORKFORCE

The requested funding would allow DRS to further strengthen its Business Services Team and expand partnerships with Oklahoma employers. Additional employer-focused resources could increase opportunities for:



On-the-job training.



Internships.



Apprenticeships.



Employer recruitment and placement partnerships.



Coordination with CareerTech.



Customized employment opportunities.



Workforce development partnerships throughout the state.

These efforts will help connect qualified Oklahomans with disabilities to employers experiencing workforce shortages while supporting Oklahoma's broader workforce-development goals.



OKLAHOMA
Rehabilitation
Services

LEGISLATIVE BRIEF
A Stronger Oklahoma for All

THE MULTIPLIER EFFECT



\$2.5M STATE INVESTMENT



≈ \$9.2M FEDERAL FUNDING



GREATER DRS CAPACITY



MORE OKLAHOMANS SERVED



MORE PEOPLE EMPLOYED



MORE WAGES + TAX REVENUE



LESS RELIANCE ON PUBLIC BENEFITS



A STRONGER OKLAHOMA ECONOMY

THE BOTTOM LINE

This is not just an expenditure.
It is a leveraged investment.

**REQUEST:
\$2.5 MILLION**

*Invest in DRS.
Invest in Oklahoma's
workforce.
Invest in the potential
of Oklahomans with
disabilities.*

PEOPLE. OPPORTUNITY. INDEPENDENCE.



OKLAHOMA DEPARTMENT OF REHABILITATION SERVICES

FY 2028 FIVE-YEAR DEFERRED MAINTENANCE PLAN

DRS is requesting targeted statutory changes and State appropriations to strengthen services, support workforce recruitment and retention, leverage federal resources, modernize funding mechanisms, and maintain facilities and operations. The \$2.5M Vocational Rehabilitation Title I State investment is intended to leverage approximately \$9.2M in federal funding for vocational rehabilitation and employment services.

FIVE-YEAR DEFERRED MAINTENANCE PLAN

DRS has developed a five-year plan to identify, prioritize, and schedule deferred maintenance needs across facilities. The plan will provide a structured framework for directing available resources toward critical repairs and preservation while supporting long-term facility planning. DRS is working with the Office of Management and Enterprise Services (OMES) to coordinate facility planning and ensure alignment with statewide asset management and capital planning efforts. The proposed deferred maintenance revolving fund would provide a continuing mechanism to reinvest proceeds from DRS property dispositions into prioritized facility needs.

PLANNING & FUNDING RELATIONSHIP

FIVE-YEAR PLAN

Identifies, prioritizes, and schedules deferred maintenance needs and supports long-term facility planning.

REVOLVING FUND

Provides a continuing mechanism to reinvest proceeds from DRS property dispositions into prioritized facility needs.



OKLAHOMA DEPARTMENT OF REHABILITATION SERVICES

2028 LEGISLATIVE REQUESTS

DRS is requesting targeted statutory changes and State appropriations to strengthen services, support workforce recruitment and retention, leverage federal resources, modernize funding mechanisms, and maintain facilities and operations. The \$2.5M Vocational Rehabilitation Title I State investment is intended to leverage approximately \$9.2M in federal funding for vocational rehabilitation and employment services.

Title 74 — Employee Accommodations

Narrowly tailored authority for driver, transportation, or caregiver assistance, when necessary, as a reasonable accommodation for an employee with a disability.

AUTHOR: Senator Brenda Stanley

Title 74 — Deferred Maintenance Revolving Fund

Establish a continuing State Treasury fund using proceeds from DRS real property sales/dispositions for repairs, rehabilitation, renovation, replacement, and restoration.

AUTHOR: Representative Josh Cantrell

Title 70 — Educational Testing

Clarify statewide assessment requirements for students at OSB and OSD, including appropriate accommodation and alternate assessments.

AUTHOR: Senator Avery Frix

Title 7 — State Committee of Blind Vendors

Amend 7 O.S. 2021, § 78 regarding applicability of the Oklahoma Open Meeting Act to committee meetings.

AUTHOR: Representative Tammy West

Telecommunications Surcharge Modernization

Update the existing surcharge to reflect the transition from traditional landlines to qualifying wireless/cellular service.

AUTHOR: Senator Bill Coleman

Title 63 — IT Exemption

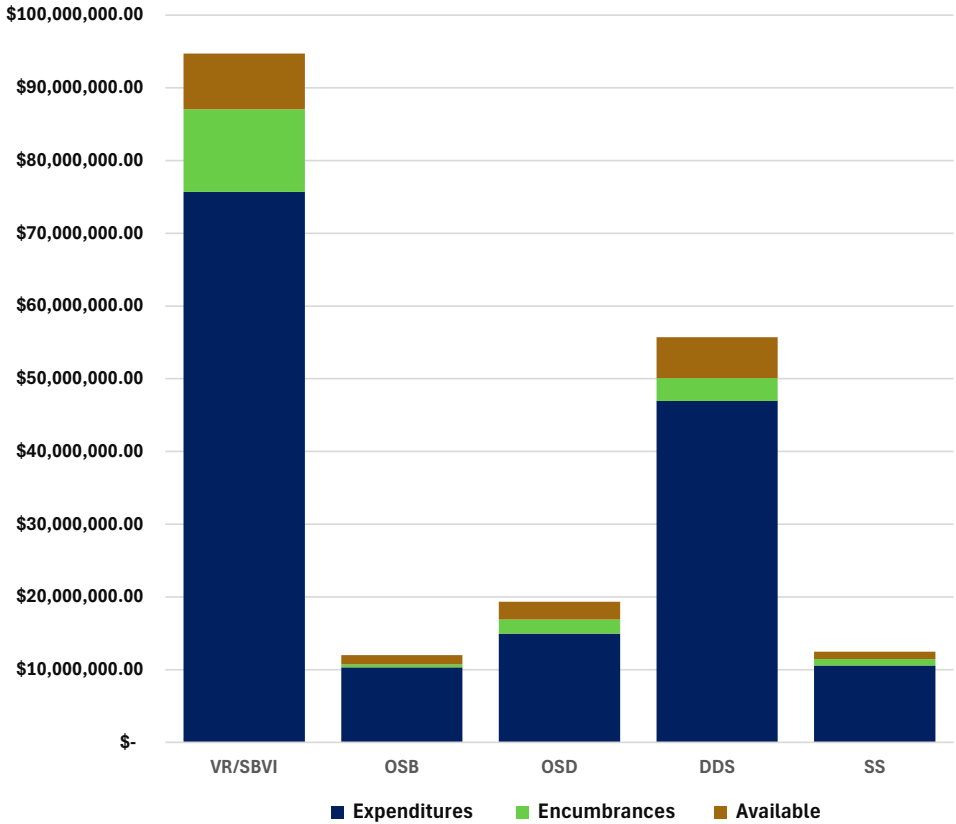
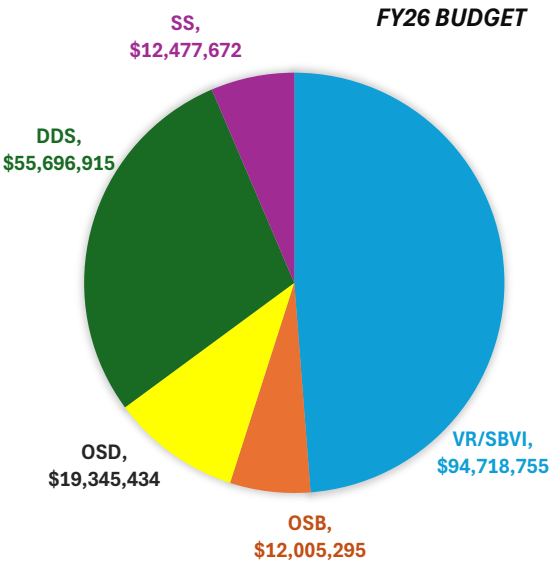
Permanently exempt DRS from CIO approval under ITCCA for client-specific technology purchased solely for direct provision to and use by an eligible DRS client as part of an authorized rehabilitation service.

AUTHOR: Representative Ellyn Hefner



Acting Chief Financial Officer's Report

DRS FY26 Financial Status Report as of August 31, 2026



Division	Budget		Expenditures		Encumbrances		Available
VR/SBVI	\$	94,718,755.00	\$	75,701,705.36	\$	11,344,691.91	\$ 7,672,357.73
OSB	\$	12,005,295.00	\$	10,313,485.98	\$	391,609.14	\$ 1,300,199.88
OSD	\$	19,345,434.00	\$	14,959,908.29	\$	1,915,723.98	\$ 2,469,801.73
DDS	\$	55,696,915.00	\$	46,947,519.80	\$	3,149,224.38	\$ 5,600,170.82
Support Services	\$	12,477,672.00	\$	10,565,290.39	\$	876,278.52	\$ 1,036,103.09
TOTAL	\$	194,244,071.00	\$	158,487,909.82	\$	17,677,527.93	\$ 18,078,633.25

Department of Rehabilitation Services Financial Status Report FY 26

As of August 31, 2026

Agency Summary							
	Budget	% of Total Budget	Expenditures	2026 Expenditures in FY 27	% Expended	Encumbrances	% Used
Personnel	95,000,151.00	48.9%	84,794,173.40	580,371.94	89.87%	158,795.33	90.0%
Travel	1,824,046.00	0.9%	1,594,952.48	130,310.36	94.58%	3,686.10	94.8%
General Operating	28,542,337.37	14.7%	18,212,695.72	1,434,287.03	68.83%	5,825,345.32	89.2%
Office Furniture & Equipment	3,502,257.00	1.8%	1,902,343.91	287,710.67	62.53%	457,574.41	75.6%
Client / General Assistance	56,029,813.00	28.8%	34,623,985.99	5,581,611.69	71.76%	11,232,126.77	91.8%
Indirect Cost	9,345,466.63	4.8%	9,345,466.63	0.00	100.00%	0.00	100.0%
Total	194,244,071.00	100.0%	150,473,618.13	8,014,291.69	81.59%	17,677,527.93	90.7%

Department of Rehabilitation Services **Financial Status Report FY 26**

As of August 31, 2026

All Programs							
Vocational Rehabilitation and Services for the Blind & Visually Impaired							
	Budget	% of Total Budget	Expenditures	2026 Expenditures in FY 27	% Expended	Encumbrances	% Used
Personnel	30,795,704.00	32.5%	27,437,239.11	122,593.06	89.5%	76,188.90	89.7%
Travel	1,280,300.00	1.4%	1,208,057.00	100,639.26	102.2%	250.00	102.2%
General Operating	10,454,437.14	11.0%	7,503,078.29	602,614.05	77.5%	2,400,538.79	100.5%
Office Furniture & Equipment	1,672,200.00	1.8%	999,269.87	48,214.31	62.6%	300,474.77	80.6%
Client / General Assistance	46,730,813.00	49.3%	28,547,806.00	5,346,893.54	72.5%	8,567,239.46	90.9%
Indirect Cost	3,785,300.86	4.0%	3,785,300.87	0.00	100.0%	-0.01	100.0%
Total	94,718,755.00	100.0%	69,480,751.14	6,220,954.22	79.9%	11,344,691.91	91.9%
Vocational Rehabilitation Grant							
	Budget	% of Total Budget	Expenditures	2026 Expenditures in FY 27	% Expended	Encumbrances	% Used
Personnel	27,947,251.00	31.2%	24,934,465.27	92,951.92	89.6%	21,838.47	89.6%
Travel	1,245,300.00	1.4%	1,183,886.26	98,162.46	103.0%	250.00	103.0%
General Operating	9,681,209.54	10.8%	6,885,255.20	537,421.81	76.7%	2,228,924.45	99.7%
Office Furniture & Equipment	1,417,330.00	1.6%	821,527.55	42,975.11	61.0%	300,474.77	82.2%
Client / General Assistance	45,944,667.00	51.2%	28,137,086.91	5,300,192.10	72.8%	8,497,328.81	91.3%
Indirect Cost	3,475,840.46	3.9%	3,475,840.46	0.00	100.0%	0.00	100.0%
Total	89,711,598.00	100.0%	65,438,061.65	6,071,703.40	79.7%	11,048,816.50	92.0%

Department of Rehabilitation Services Financial Status Report FY 26

As of August 31, 2026

All Programs Oklahoma School for the Blind							
	Budget	% of Total Budget	Expenditures	2026 Expenditures in FY 27	% Expended	Encumbrances	% Used
Personnel	7,565,178.00	63.0%	7,228,907.26	43,927.09	96.1%	2,866.96	96.2%
Travel	111,200.00	0.9%	75,206.80	9,502.67	76.2%	0.00	76.2%
General Operating	2,868,868.04	23.9%	1,674,193.26	127,023.53	62.8%	388,742.18	76.3%
Office Furniture & Equipment	568,968.00	4.7%	218,188.60	51,508.41	47.4%	0.00	47.4%
Client / General Assistance	42,000.00	0.3%	35,947.40	0.00	85.6%	0.00	85.6%
Indirect Cost	849,080.96	7.1%	849,080.96	0.00	100.0%	0.00	100.0%
Total	12,005,295.00	100.0%	10,081,524.28	231,961.70	85.9%	391,609.14	89.2%

**Department of Rehabilitation Services
Financial Status Report FY 26**

As of August 31, 2026

All Programs							
Oklahoma School for the Deaf							
	Budget	% of Total Budget	Expenditures	2026 Expenditures in FY 27	% Expended	Encumbrances	% Used
Personnel	9,578,719.00	49.5%	8,247,610.76	63,131.92	86.8%	5,619.11	86.8%
Travel	248,540.00	1.3%	194,030.87	7,041.75	80.9%	0.00	80.9%
General Operating	6,990,714.25	36.1%	4,153,473.92	409,358.12	65.3%	1,602,690.88	88.2%
Office Furniture & Equipment	816,457.00	4.2%	463,556.62	183,099.97	79.2%	155,792.99	98.3%
Client / General Assistance	672,000.00	3.5%	175,528.73	24,071.88	29.7%	151,621.00	52.3%
Indirect Cost	1,039,003.75	5.4%	1,039,003.75	0.00	100.0%	0.00	100.0%
Total	19,345,434.00	100.0%	14,273,204.65	686,703.64	77.3%	1,915,723.98	87.2%

Department of Rehabilitation Services **Financial Status Report FY 26**

As of August 31, 2026

All Programs							
Disability Determination Services							
	Budget	% of Total Budget	Expenditures	2026 Expenditures in FY 27	% Expended	Encumbrances	% Used
Personnel	38,154,742.00	68.5%	33,588,797.19	290,701.57	88.8%	9,196.66	88.8%
Travel	52,001.00	0.1%	16,044.01	2,427.28	35.5%	2,036.10	39.4%
General Operating	4,859,492.94	8.7%	2,921,259.27	182,501.49	63.9%	624,725.30	76.7%
Office Furniture & Equipment	381,164.00	0.7%	205,359.85	4,180.40	55.0%	0.00	55.0%
Client / General Assistance	8,585,000.00	15.4%	5,861,537.42	210,196.27	70.7%	2,513,266.31	100.0%
Indirect Cost	3,664,515.06	6.6%	3,664,515.05	0.00	100.0%	0.01	100.0%
Total	55,696,915.00	100.0%	46,257,512.79	690,007.01	84.3%	3,149,224.38	89.9%

Department of Rehabilitation Services Financial Status Report FY 26

As of August 31, 2026

All Programs							
DRS Support Services							
	Budget	% of Total Budget	Expenditures	2026 Expenditures in FY 27	% Expended	Encumbrances	% Used
Personnel	8,905,808.00	71.4%	8,291,619.08	60,018.30	93.8%	64,923.70	94.5%
Travel	132,005.00	1.1%	101,613.80	10,699.40	85.1%	1,400.00	86.1%
General Operating	3,368,825.00	27.0%	1,960,690.98	112,789.84	61.5%	808,648.17	85.6%
Office Furniture & Equipment	63,468.00	0.5%	15,968.97	707.58	26.3%	1,306.65	28.3%
Client / General Assistance	0.00	0.0%	3,166.44	450.00	0.0%	0.00	0.0%
Indirect Cost	7,566.00	0.1%	7,566.00	0.00	100.0%	0.00	100.0%
Total	12,477,672.00	100.0%	10,380,625.27	184,665.12	84.7%	876,278.52	91.7%

Department of Rehabilitation Services Financial Status Report FY 26

As of August 31, 2026

Personnel

Salary Expense

Insurance Premium -Health-Life, etc

FICA-Retirement Contributions

Travel

Travel - Agency Direct

Travel - Reimbursements

General Operating

AFP Encumbrances

Bond Indebtness and Expenses

Buildings-Purchase, Construction and Renovation

General Operating

Inter/Intre Agency Payment for Personal Services

Maintenance & Repair

Miscellaneous Administration Fee

Professional Services

Production, Safety, Security

Refunds, Indemnities, Restitution

Rent Expense

Scholarships, Tuition and Other Incentive-Type Payments

Shop Expense

Specialized Supplies & Materials

Office Furniture & Equipment

Library Equipment & Resources

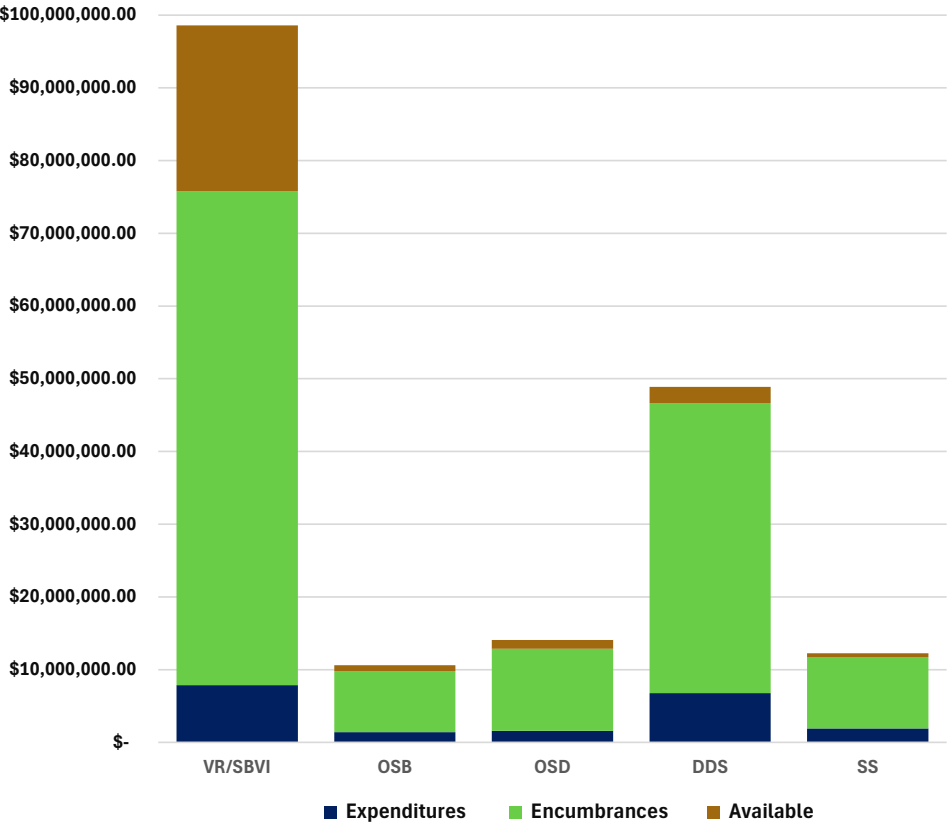
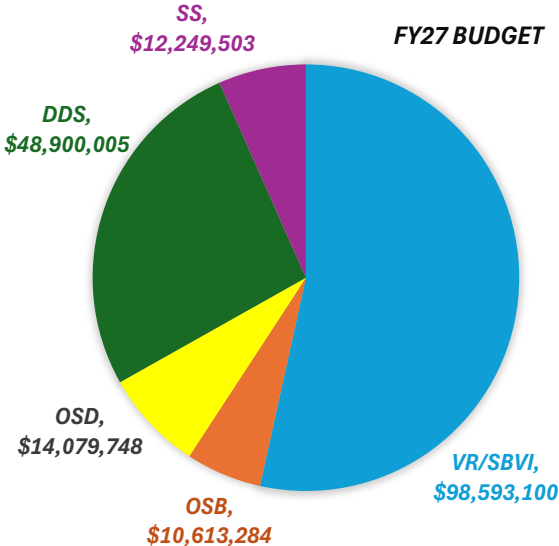
Office Furniture & Equipment

Client / General Assistance

Social Service and Assistance Payments

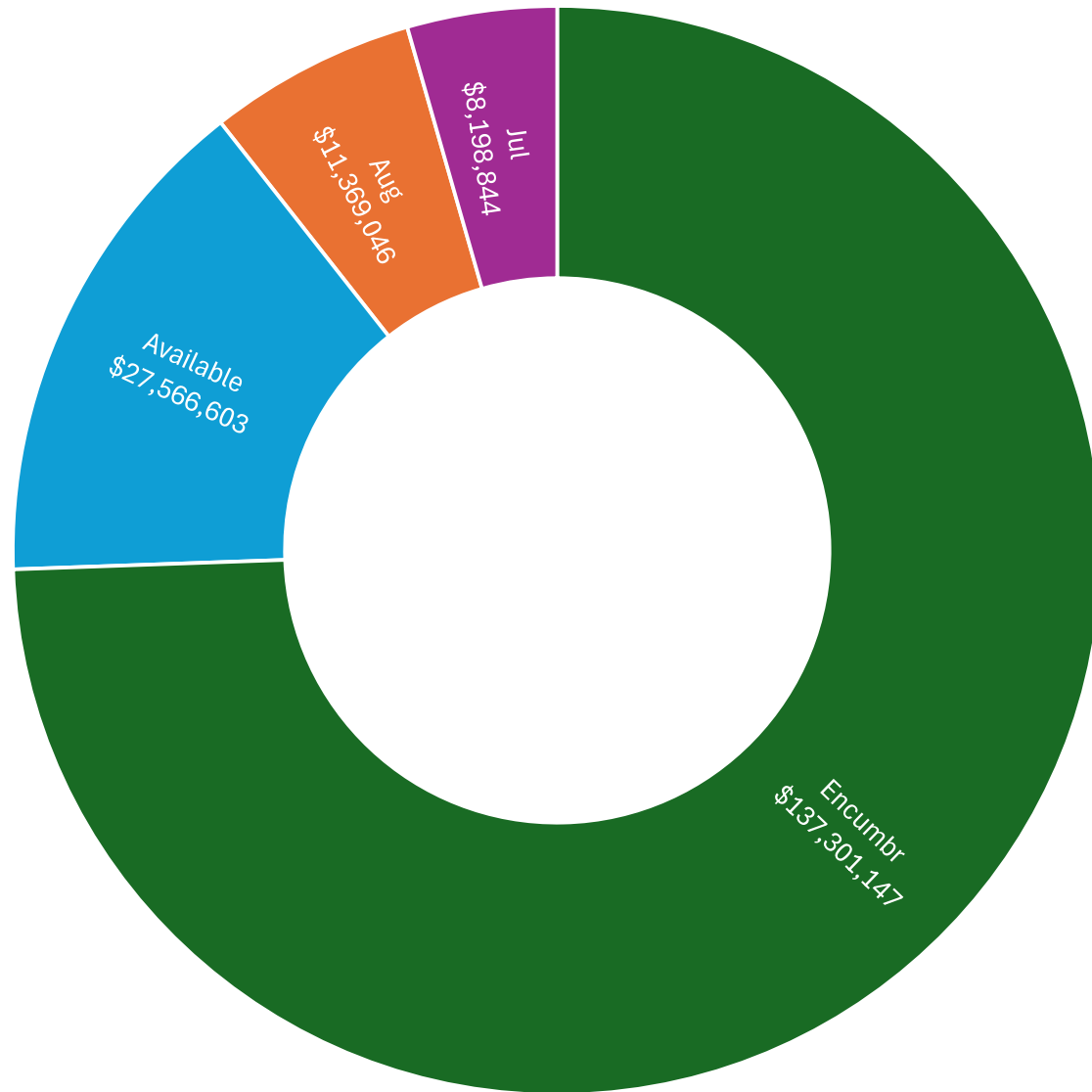
Indirect Cost

DRS FY27 Financial Status Report as of August 31, 2026



Division	Budget		Expenditures		Encumbrances		Available
VR/SBVI	\$	98,593,100.00	\$	7,862,689.36	\$	67,937,472.84	\$ 22,792,937.80
OSB	\$	10,613,284.00	\$	1,420,775.89	\$	8,370,064.75	\$ 822,443.36
OSD	\$	14,079,748.00	\$	1,583,794.52	\$	11,305,525.57	\$ 1,190,427.91
DDS	\$	48,900,005.00	\$	6,785,886.07	\$	39,861,894.17	\$ 2,252,224.76
Support Services	\$	12,249,503.00	\$	1,914,744.35	\$	9,826,189.35	\$ 508,569.30
TOTAL	\$	184,435,640.00	\$	19,567,890.19	\$	137,301,146.68	\$ 27,566,603.13

FY27 Budget \$184,435,640



Department of Rehabilitation Services Financial Status Report FY 27

As of August 31, 2026

Agency Summary						
	Budget	% of Total Budget	Expenditures	% Expended	Encumbrances	% Used
Personnel	89,103,241.00	48.3%	13,293,215.06	14.9%	75,433,132.34	99.6%
Travel	1,854,650.00	1.0%	98,374.89	5.3%	27,786.50	6.8%
General Operating	21,821,758.00	11.8%	1,508,093.35	6.9%	14,699,038.52	74.3%
Office Furniture & Equipment	1,504,397.00	0.8%	133,724.70	8.9%	130,254.51	17.5%
Client / General Assistance	60,605,891.00	32.9%	3,044,584.60	5.0%	38,955,129.40	69.3%
Indirect Cost	9,545,703.00	5.2%	1,489,897.59	15.6%	8,055,805.41	100.0%
Total	184,435,640.00	100.0%	19,567,890.19	10.6%	137,301,146.68	85.1%

Department of Rehabilitation Services Financial Status Report FY 27

As of August 31, 2026

All Programs						
Vocational Rehabilitation and Services for the Blind & Visually Impaired						
	Budget	% of Total Budget	Expenditures	% Expended	Encumbrances	% Used
Personnel	29,804,644.00	30.2%	4,205,403.38	14.1%	25,383,071.72	99.3%
Travel	1,374,350.00	1.4%	67,493.91	4.9%	12,219.00	5.8%
General Operating	10,234,632.00	10.4%	677,715.85	6.6%	7,458,029.50	79.5%
Office Furniture & Equipment	1,173,051.00	1.2%	97,288.61	8.3%	85,467.43	15.6%
Client / General Assistance	51,987,391.00	52.7%	2,225,844.79	4.3%	31,568,596.01	65.0%
Indirect Cost	4,019,032.00	4.1%	588,942.82	14.7%	3,430,089.18	100.0%
Total	98,593,100.00	100.0%	7,862,689.36	8.0%	67,937,472.84	76.9%
Vocational Rehabilitation Grant						
	Budget	% of Total Budget	Expenditures	% Expended	Encumbrances	% Used
Personnel	27,400,776.00	29.0%	3,860,045.26	14.1%	23,339,524.97	99.3%
Travel	1,347,300.00	1.4%	64,487.66	4.8%	11,639.00	5.7%
General Operating	9,537,908.00	10.1%	624,527.10	6.5%	6,571,129.21	75.4%
Office Furniture & Equipment	916,044.00	1.0%	89,415.00	9.8%	84,617.43	19.0%
Client / General Assistance	51,491,667.00	54.6%	2,206,183.14	4.3%	31,413,863.65	65.3%
Indirect Cost	3,692,668.00	3.9%	543,699.06	14.7%	3,148,968.94	100.0%
Total	94,386,363.00	100.0%	7,388,357.22	7.8%	64,569,743.20	76.2%

Department of Rehabilitation Services Financial Status Report FY 27

As of August 31, 2026

All Programs Oklahoma School for the Blind						
	Budget	% of Total Budget	Expenditures	% Expended	Encumbrances	% Used
Personnel	7,575,644.00	71.4%	1,145,929.01	15.1%	6,355,089.61	99.0%
Travel	83,500.00	0.8%	5,191.87	6.2%	0.00	6.2%
General Operating	1,970,312.00	18.6%	99,679.98	5.1%	1,244,208.52	68.2%
Office Furniture & Equipment	57,758.00	0.5%	23,569.45	40.8%	40,149.00	110.3%
Client / General Assistance	50,500.00	0.5%	1,453.20	2.9%	0.00	2.9%
Indirect Cost	875,570.00	8.2%	144,952.38	16.6%	730,617.62	100.0%
Total	10,613,284.00	100.0%	1,420,775.89	13.4%	8,370,064.75	92.3%

Department of Rehabilitation Services Financial Status Report FY 27

As of August 31, 2026

All Programs Oklahoma School for the Deaf						
	Budget	% of Total Budget	Expenditures	% Expended	Encumbrances	% Used
Personnel	9,635,167.00	68.4%	1,314,031.20	13.6%	8,278,019.49	99.6%
Travel	222,800.00	1.6%	5,937.64	2.7%	0.00	2.7%
General Operating	2,611,982.00	18.6%	89,301.65	3.4%	2,046,755.04	81.8%
Office Furniture & Equipment	97,639.00	0.7%	7,295.07	7.5%	0.00	7.5%
Client / General Assistance	483,000.00	3.4%	0.00	0.0%	118,820.00	24.6%
Indirect Cost	1,029,160.00	7.3%	167,228.96	16.2%	861,931.04	100.0%
Total	14,079,748.00	100.0%	1,583,794.52	11.2%	11,305,525.57	91.5%

Department of Rehabilitation Services Financial Status Report FY 27

As of August 31, 2026

All Programs						
Disability Determination Services						
	Budget	% of Total Budget	Expenditures	% Expended	Encumbrances	% Used
Personnel	33,058,345.00	67.6%	5,000,089.02	15.1%	27,948,423.36	99.7%
Travel	64,000.00	0.1%	2,399.02	3.7%	15,072.50	27.3%
General Operating	3,970,092.00	8.1%	378,789.84	9.5%	1,604,956.50	50.0%
Office Furniture & Equipment	109,518.00	0.2%	0.00	0.0%	0.00	0.0%
Client / General Assistance	8,085,000.00	16.5%	817,286.61	10.1%	7,267,713.39	100.0%
Indirect Cost	3,613,050.00	7.4%	587,321.58	16.3%	3,025,728.42	100.0%
Total	48,900,005.00	100.0%	6,785,886.07	13.9%	39,861,894.17	95.4%

Department of Rehabilitation Services Financial Status Report FY 27

As of August 31, 2026

All Programs DRS Support Services						
	Budget	% of Total Budget	Expenditures	% Expended	Encumbrances	% Used
Personnel	9,029,441.00	73.7%	1,627,762.45	18.0%	7,468,528.16	100.7%
Travel	110,000.00	0.9%	17,352.45	15.8%	495.00	16.2%
General Operating	3,034,740.00	24.8%	262,606.03	8.7%	2,345,088.96	85.9%
Office Furniture & Equipment	66,431.00	0.5%	5,571.57	8.4%	4,638.08	15.4%
Client / General Assistance	0.00	0.0%	0.00	0.0%	0.00	0.0%
Indirect Cost	8,891.00	0.1%	1,451.85	16.3%	7,439.15	100.0%
Total	12,249,503.00	100.0%	1,914,744.35	15.6%	9,826,189.35	95.8%

Department of Rehabilitation Services Financial Status Report FY 27

As of August 31, 2026

Personnel

Salary Expense

Insurance Premium -Health-Life, etc

FICA-Retirement Contributions

Travel

Travel - Agency Direct

Travel - Reimbursements

General Operating

AFP Encumbrances

Bond Indebtness and Expenses

Buildings-Purchase, Construction and Renovation

General Operating

Inter/Intre Agency Payment for Personal Services

Maintenance & Repair

Miscellaneous Administration Fee

Professional Services

Production, Safety, Security

Refunds, Indemnities, Restitution

Rent Expense

Scholarships, Tuition and Other Incentive-Type Payments

Shop Expense

Specialized Supplies & Materials

Office Furniture & Equipment

Library Equipment & Resources

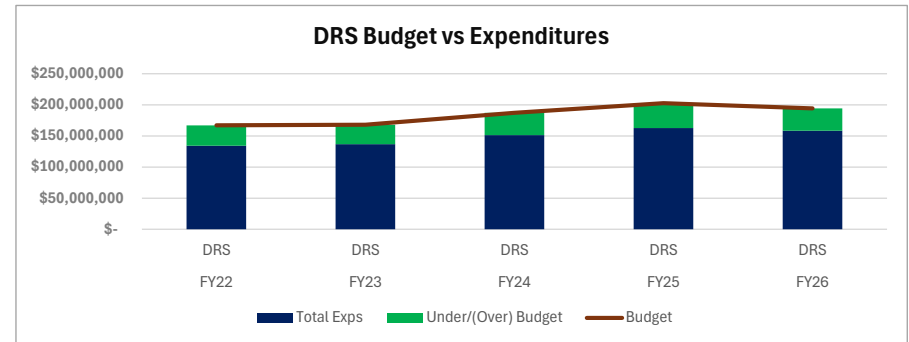
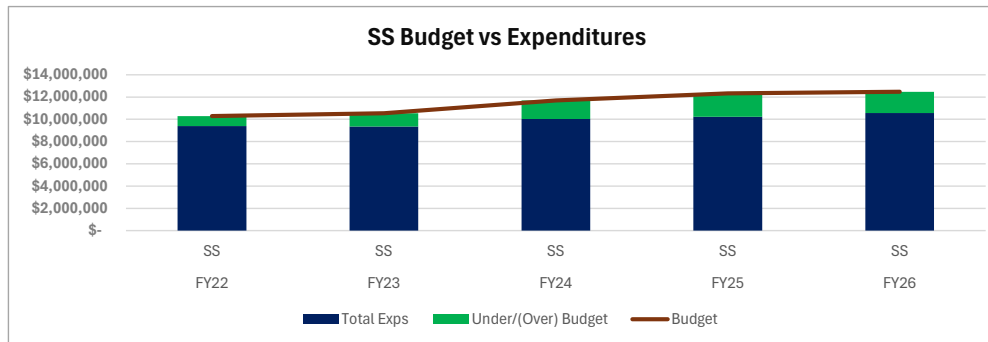
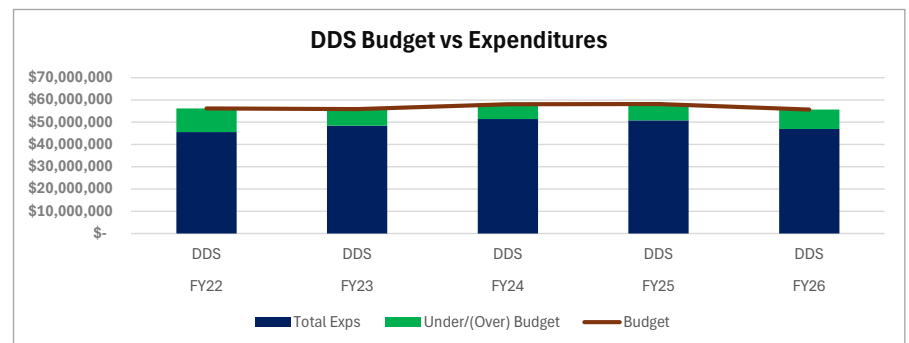
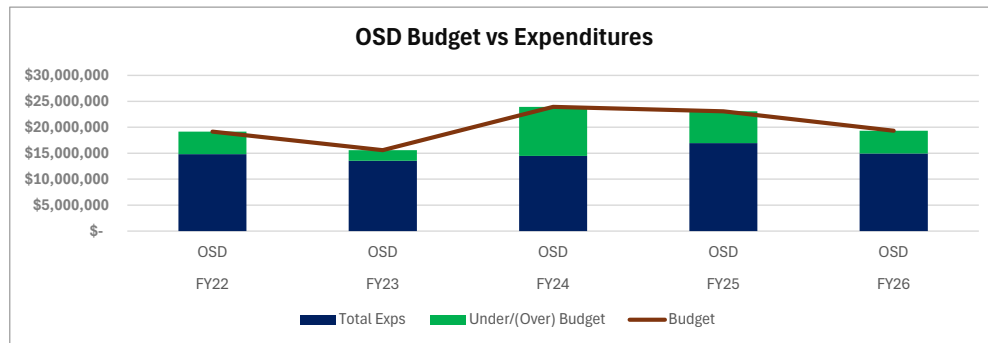
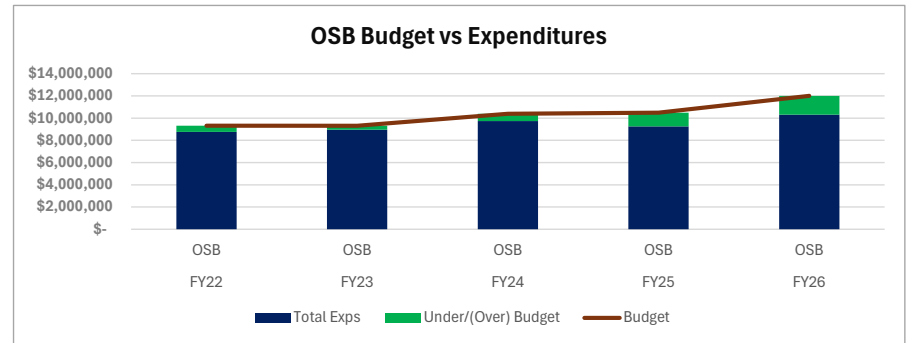
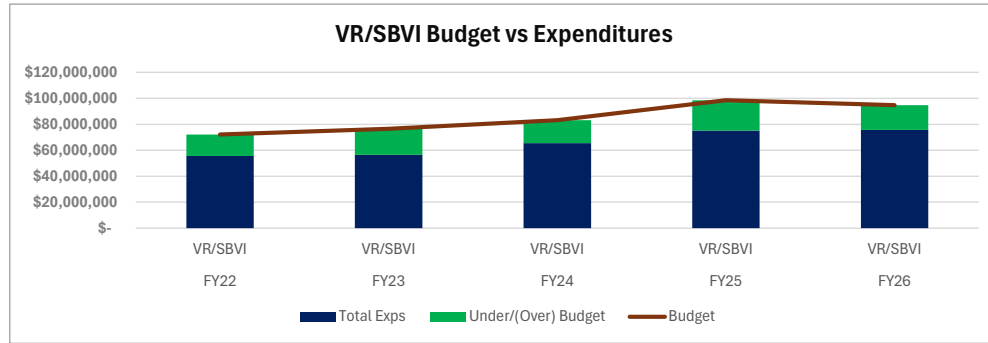
Office Furniture & Equipment

Client / General Assistance

Social Service and Assistance Payments

Indirect Cost

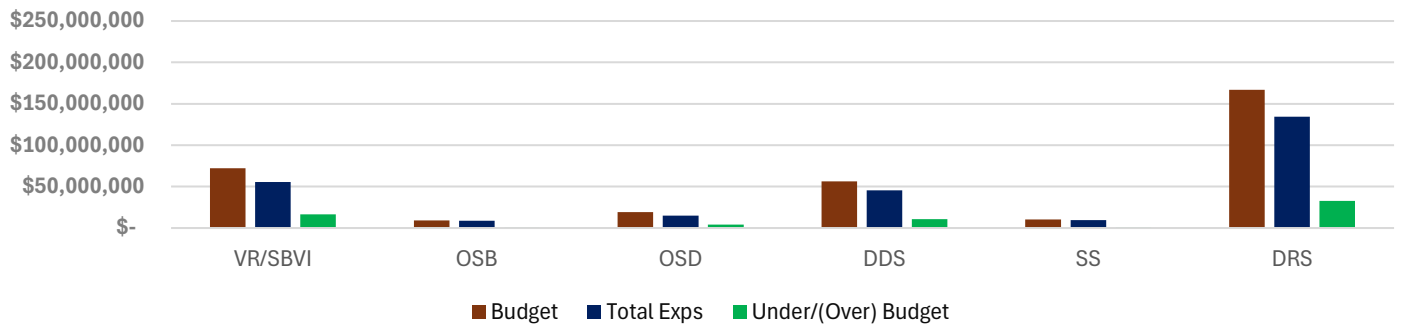
Exps by Bud Ref and Division as of 08/31/26



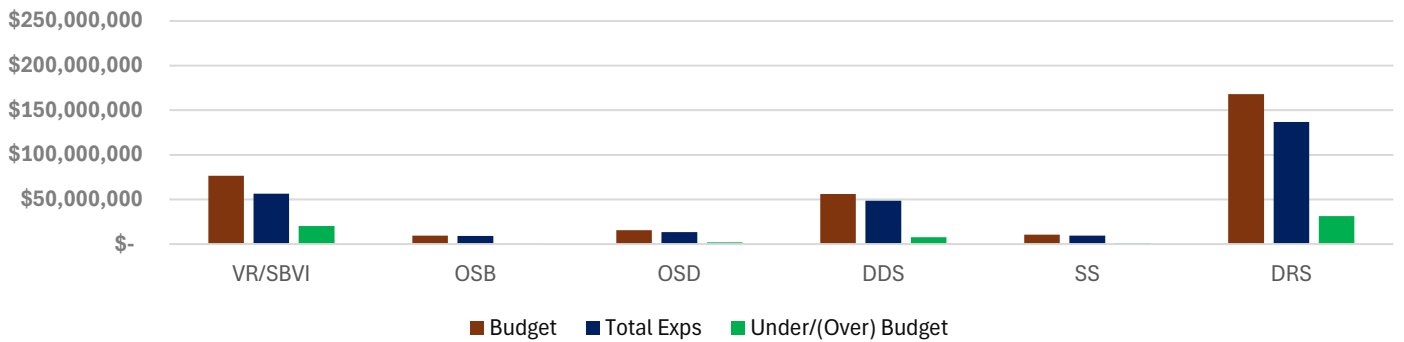
includes 700 funds

Exps by Bud Ref and Division as of 08/31/26

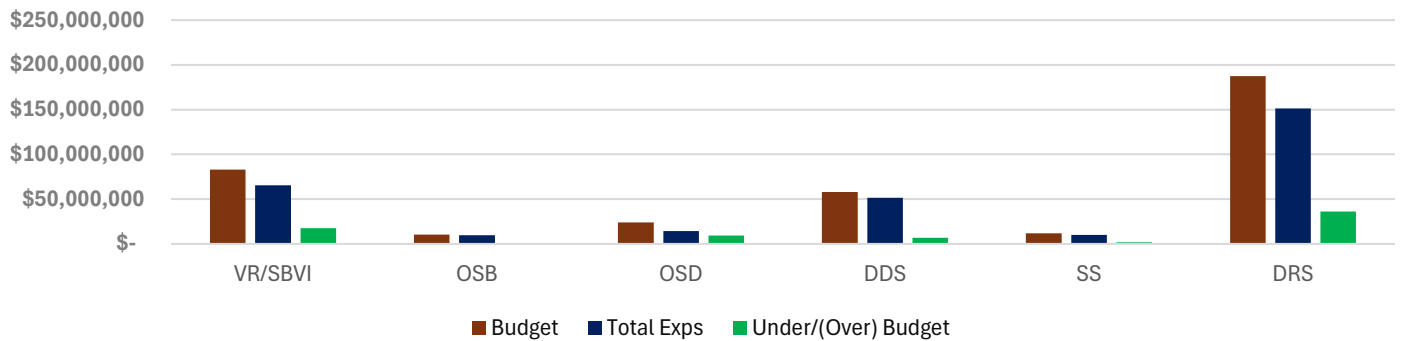
FY22 Budget vs Expenditures



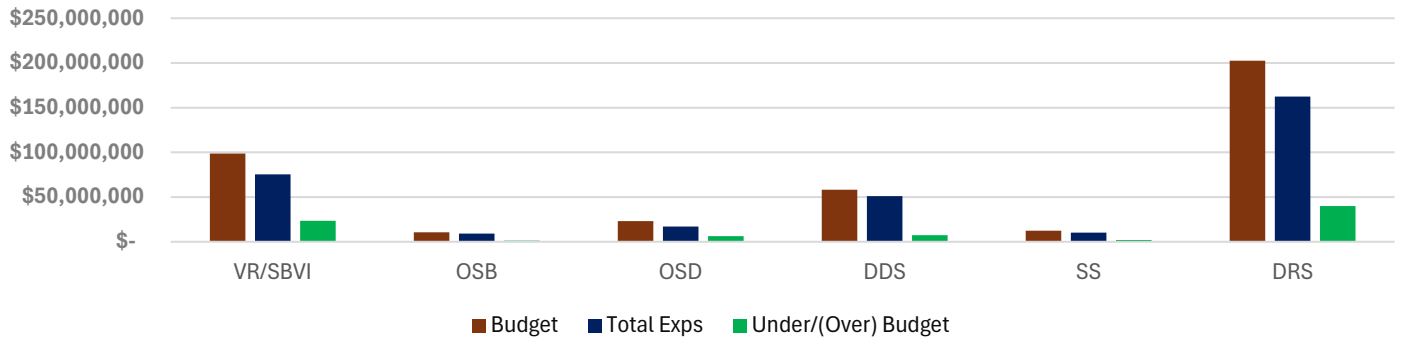
FY23 Budget vs Expenditures



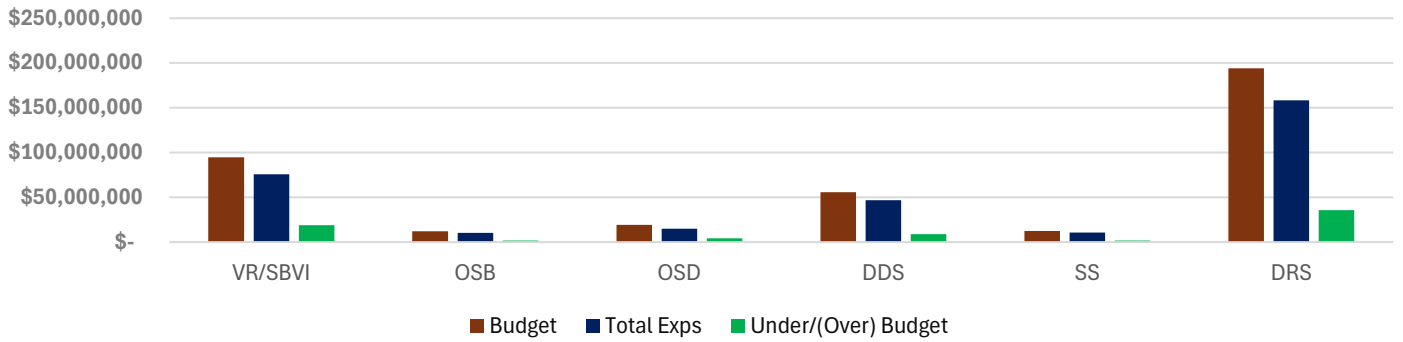
FY24 Budget vs Expenditures



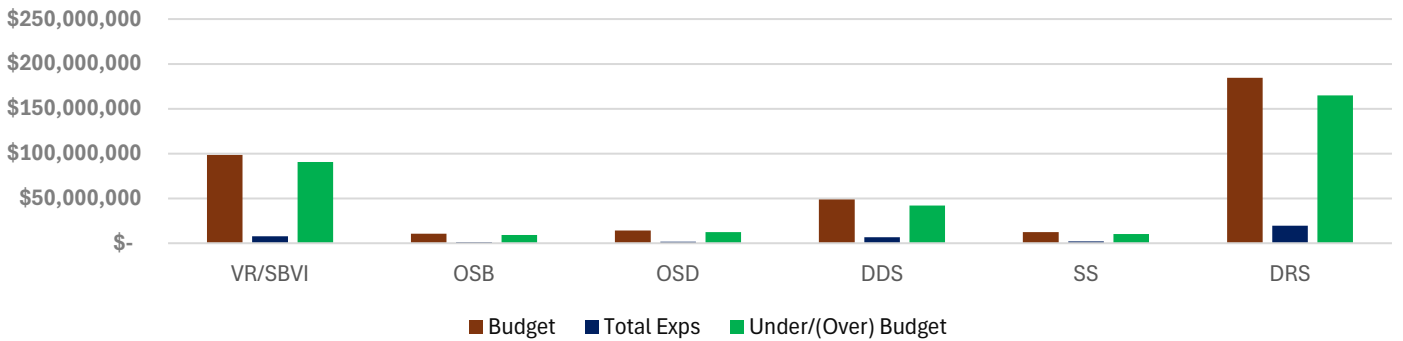
FY25 Budget vs Expenditures



FY26 Budget vs Expenditures



FY27 Budget vs Expenditures



includes 700 funds

Exps by Bud Ref and Division as of 08/31/26 (includes 700 funds)

FY22	Budget	6 Digit by Fund Yr 1	6 Digit by Fund Yr 2	6 Digit by Fund Yr 3	Indirect Cost	Total Exps	Under/(Over) Budget
VR/SBVI	\$ 72,142,199	\$ 47,199,217	\$ 5,441,490	\$ 10,438	\$ 3,004,401	\$ 55,655,546	\$ 16,486,653
OSB	\$ 9,318,085	\$ 7,637,555	\$ 458,430	\$ 85	\$ 661,133	\$ 8,757,202	\$ 560,882
OSD	\$ 19,148,168	\$ 9,927,568	\$ 3,630,691	\$ 587,960	\$ 700,018	\$ 14,846,237	\$ 4,301,931
DDS	\$ 56,174,000	\$ 41,313,989	\$ 410,918	\$ -	\$ 3,890,546	\$ 45,615,454	\$ 10,558,546
SS	\$ 10,292,130	\$ 9,143,505	\$ 237,690	\$ -	\$ 5,408	\$ 9,386,602	\$ 905,527
DRS	\$ 167,074,581	\$ 115,221,833	\$ 10,179,219	\$ 598,483	\$ 8,261,506	\$ 134,261,041	\$ 32,813,540

0

FY23	Budget	6 Digit by Fund Yr 1	6 Digit by Fund Yr 2	6 Digit by Fund Yr 3	Indirect Cost	Total Exps	Under/(Over) Budget
VR/SBVI	\$ 76,550,266	\$ 47,435,614	\$ 5,189,314	\$ 538,814	\$ 3,217,424	\$ 56,381,166	\$ 20,169,100
OSB	\$ 9,312,539	\$ 8,038,201	\$ 220,694	\$ -	\$ 694,959	\$ 8,953,854	\$ 358,686
OSD	\$ 15,591,948	\$ 10,936,074	\$ 1,777,485	\$ 23,319	\$ 798,090	\$ 13,534,968	\$ 2,056,980
DDS	\$ 55,950,000	\$ 43,673,780	\$ 650,207	\$ -	\$ 4,088,019	\$ 48,412,006	\$ 7,537,994
SS	\$ 10,540,737	\$ 9,134,327	\$ 214,748	\$ -	\$ 5,985	\$ 9,355,060	\$ 1,185,677
DRS	\$ 167,945,490	\$ 119,217,996	\$ 8,052,448	\$ 562,133	\$ 8,804,477	\$ 136,637,054	\$ 31,308,436

0

FY24	Budget	6 Digit by Fund Yr 1	6 Digit by Fund Yr 2	6 Digit by Fund Yr 3	Indirect Cost	Total Exps	Under/(Over) Budget
VR/SBVI	\$ 83,163,019	\$ 51,371,368	\$ 10,226,202	\$ 38,088	\$ 3,817,605	\$ 65,453,263	\$ 17,709,756
OSB	\$ 10,384,175	\$ 8,627,784	\$ 333,111	\$ 194	\$ 769,879	\$ 9,730,967	\$ 653,208
OSD	\$ 23,938,341	\$ 9,962,616	\$ 2,864,834	\$ 730,936	\$ 915,027	\$ 14,473,412	\$ 9,464,928
DDS	\$ 58,100,000	\$ 46,166,119	\$ 775,881	\$ -	\$ 4,508,679	\$ 51,450,680	\$ 6,649,320
SS	\$ 11,696,191	\$ 9,599,947	\$ 433,104	\$ (1,007)	\$ 5,728	\$ 10,037,772	\$ 1,658,419
DRS	\$ 187,281,726	\$ 125,727,834	\$ 14,633,131	\$ 768,212	\$ 10,016,918	\$ 151,146,095	\$ 36,135,631

0

FY25	Budget	6 Digit by Fund Yr 1	6 Digit by Fund Yr 2	6 Digit by Fund Yr 3	Indirect Cost	Total Exps	Under/(Over) Budget
VR/SBVI	\$ 98,548,526	\$ 62,753,423	\$ 8,120,112	\$ 37,752	\$ 4,309,513	\$ 75,220,799	\$ 23,327,727
OSB	\$ 10,496,098	\$ 8,364,399	\$ 127,424	\$ -	\$ 757,210	\$ 9,249,033	\$ 1,247,065
OSD	\$ 23,087,892	\$ 12,045,621	\$ 3,995,033	\$ 58,584	\$ 875,517	\$ 16,974,755	\$ 6,113,137
DDS	\$ 58,180,000	\$ 45,500,316	\$ 928,497	\$ -	\$ 4,459,115	\$ 50,887,928	\$ 7,292,072
SS	\$ 12,327,041	\$ 9,998,257	\$ 219,528	\$ -	\$ 5,917	\$ 10,223,701	\$ 2,103,340
DRS	\$ 202,639,557	\$ 138,662,017	\$ 13,390,593	\$ 96,335	\$ 10,407,272	\$ 162,556,217	\$ 40,083,340

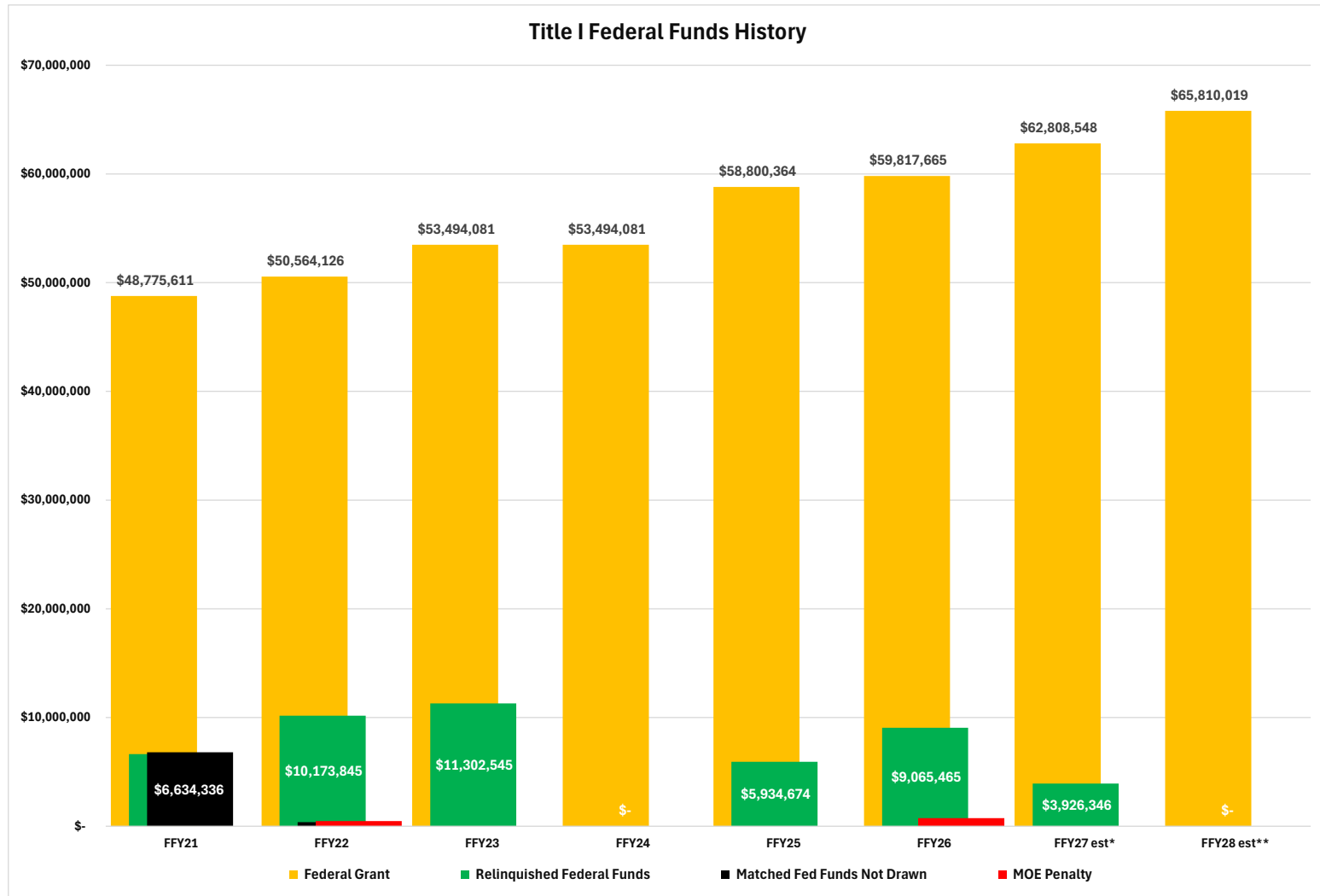
0

FY26	Budget	6 Digit by Fund Yr 1	6 Digit by Fund Yr 2	6 Digit by Fund Yr 3	Indirect Cost	Total Exps	Under/(Over) Budget
VR/SBVI	\$ 94,718,755	\$ 65,695,450	\$ 6,220,954		\$ 3,785,301	\$ 75,701,705	\$ 19,017,050
OSB	\$ 12,005,295	\$ 9,232,443	\$ 231,962		\$ 849,081	\$ 10,313,486	\$ 1,691,809
OSD	\$ 19,345,434	\$ 13,234,201	\$ 686,704		\$ 1,039,004	\$ 14,959,908	\$ 4,385,526
DDS	\$ 55,696,915	\$ 42,592,998	\$ 690,007		\$ 3,664,515	\$ 46,947,520	\$ 8,749,395
SS	\$ 12,477,672	\$ 10,373,059	\$ 184,665		\$ 7,566	\$ 10,565,290	\$ 1,912,382
DRS	\$ 194,244,071	\$ 141,128,152	\$ 8,014,292	\$ -	\$ 9,345,467	\$ 158,487,910	\$ 35,756,161

0

FY27 thru 8/31/26	Budget	6 Digit by Fund Yr 1	6 Digit by Fund Yr 2	6 Digit by Fund Yr 3	Indirect Cost	Total Exps	Under/(Over) Budget
VR/SBVI	\$ 98,593,100	\$ 7,273,747			\$ 588,943	\$ 7,862,689	\$ 90,730,411
OSB	\$ 10,613,284	\$ 1,275,824			\$ 144,952	\$ 1,420,776	\$ 9,192,508
OSD	\$ 14,079,748	\$ 1,416,566			\$ 167,229	\$ 1,583,795	\$ 12,495,953
DDS	\$ 48,900,005	\$ 6,198,564			\$ 587,322	\$ 6,785,886	\$ 42,114,119
SS	\$ 12,249,503	\$ 1,913,293			\$ 1,452	\$ 1,914,744	\$ 10,334,759
DRS	\$ 184,435,640	\$ 18,077,993	\$ -	\$ -	\$ 1,489,898	\$ 19,567,890	\$ 164,867,750

0



				Unavailable Appropriations for Match	Relinquished Federal Funds	Matched Federal Funds Not Drawn	MOE Penalty
Fiscal Year	Federal Grant	Required Match	Available Match				
FFY21	\$ 48,775,611	\$ 13,201,023	\$ 11,405,453	\$ 1,795,570	\$ 6,634,336	\$ 6,803,592	\$ -
FFY22	\$ 50,564,126	\$ 13,685,081	\$ 10,931,550	\$ 2,753,531	\$ 10,173,845	\$ 377,524	\$ 473,901
FFY23	\$ 53,494,081	\$ 14,478,068	\$ 11,419,056	\$ 3,059,012	\$ 11,302,545	\$ -	\$ -
FFY24	\$ 53,494,081	\$ 14,478,068	\$ 14,478,068	\$ -	\$ -	\$ -	\$ -
FFY25	\$ 58,800,364	\$ 15,914,203	\$ 14,307,995	\$ 1,606,208	\$ 5,934,674	\$ -	\$ -
FFY26	\$ 59,817,665	\$ 16,189,533	\$ 13,735,983	\$ 2,453,550	\$ 9,065,465	\$ -	\$ 742,085
FFY27 est*	\$ 62,808,548	\$ 16,999,010	\$ 15,936,352	\$ 1,062,658	\$ 3,926,346	\$ -	\$ -
FFY28 est**	\$ 65,810,019	\$ 17,811,352	\$ 17,811,352	\$ (0)	\$ -	\$ -	\$ -

*FFY27 grant estimated at 5% increase over prev year

**FFY28 grant estimated at 4.78% increase over prev year

**SFY28 appropriations est at requested \$2.5mil increase over SFY27; also using SFY28 est appr for SFY29 Q1

**OKLAHOMA COMMISSION FOR REHABILITATION SERVICES
EXECUTIVE SUMMARY**

ISSUE:

Approval of the FY 2028 Budget Request

BACKGROUND:

At the Commission meeting held September 9, 2026, the Commission for Rehabilitation Services reviewed funding change requests and justifications for the FY 2028 Budget Request.

STAFF RECOMMENDATION:

Staff requests Commission approval of the FY 2028 Budget Request.

BUDGET IMPACT:

FY 2027 Supplemental Request

Description	State	Federal	Total	FTE
DRS – Benefit allowance Jan – Jun 2027	\$433,750	\$550,950	\$984,700	0.0
TOTAL	\$433,750	\$550,950	\$984,700	0.0

FY 2028 Budget Request

Description	State	Federal	Total	FTE
DVR / DSBVI – State match	\$2,500,000	\$9,237,089	\$11,737,089	0.0
DRS – Pathfinder costs	\$250,000	\$0	\$250,000	0.0
Support Services – Offset increased rent	\$158,500	\$0	\$158,500	0.0
Support Services – Relocation costs	\$211,000	\$0	\$211,000	0.0
DRS – Salary increases	\$2,462,550	\$868,150	\$3,330,700	0.0
DRS – Benefit allowance 12 months	\$867,500	\$1,101,900	\$1,969,400	0.0
DRS – Biweekly payroll	\$2,732,300	\$0	\$2,732,300	0.0
TOTAL	\$9,181,850	\$11,207,139	\$20,388,989	0.0

Department of Rehabilitation Services

FY 2027 Supplemental Budget Request

Agency Priority	Program	Frequency	Funding Purpose	State Appropriated Funding	Federal Funding	Total Funding	Requested FTE
1	DRS	One-time	Increased benefit allowance January - June 2027	\$433,750	\$550,950	\$984,700	0.0

FY 2028 Budget Request

Agency Priority	Program	Frequency	Funding Purpose	State Appropriated Funding	Federal Funding	Total Funding	Requested FTE
1	DVR / DSBVI	Recurring	Maintain necessary state match funding associated with Title I federal funds	\$2,500,000	\$9,237,089	\$11,737,089	0.0
2	DRS	Recurring	Pathfinder Costs	\$250,000	\$0	\$250,000	0.0
3	Support Services	Recurring	Increase in operating to offset increased rent	\$158,500	\$0	\$158,500	0.0
4	Support Services	One-time	Increase in operating to offset relocation costs	\$211,000	\$0	\$211,000	0.0
5	DRS	Recurring	Salary increases	\$2,462,550	\$868,150	\$3,330,700	0.0
6	DRS	Recurring	Increased benefit allowance	\$867,500	\$1,101,900	\$1,969,400	0.0
7	DRS	One-time	Biweekly payroll	\$2,732,300	\$0	\$2,732,300	0.0
Total FY 2028 Budget Request				\$9,181,850	\$11,207,139	\$20,388,989	\$0

FY 2027 Supplemental Request

Agency Priority:	1
Program Description:	Department of Rehabilitation Services
Requested FTE:	0.0
State Appropriations:	\$433,750
Funding Description:	Funding Request for State Appropriations
Purpose:	Increased Benefit Allowance

The employee benefit allowance amounts have been established for calendar year 2027, which take effect January 1, 2027. The allowance is increasing across all categories compared to 2026. Following is the comparison between years sent by OMES to all state agencies.

Coverage level	2026 monthly allowance	2027 monthly allowance	Monthly increase
Member	\$754.30	\$869.52	\$115.22
Member + spouse	\$1,375.96	\$1,589.38	\$213.42
Member + 1 child	\$1,021.02	\$1,178.38	\$157.36
Member + 2 children	\$1,206.90	\$1,393.62	\$186.72
Member + spouse + 1 child	\$1,642.68	\$1,898.22	\$255.54
Member + spouse + 2 children	\$1,828.56	\$2,113.46	\$284.90

DRS is required to pay the additional allowance for each employee, based on the employee's individual coverage level. The 6-month cost for this increase is estimated at \$984,700. Additional appropriations of \$433,750 are needed to cover the state portion during the final two quarters of SFY-27.

FY 2028 Operations Funding Change Requests

Agency Priority:	1
Program Description:	Vocational Rehabilitation and Services for the Blind and Visually Impaired
Requested FTE:	0.0
State Appropriations:	\$2,500,000
Funding Description:	Funding Request for State Appropriations
Purpose:	Maintain Necessary State Match Funding Associated with Title I Federal Funds

DRS is requesting a \$2.5 million state investment to capture approximately \$9.2 million in additional federal funding through the Rehabilitation Grant. This represents a significant opportunity for Oklahoma to leverage state dollars to expand employment services for Oklahomans with disabilities, strengthen the state's workforce, support rural communities, and generate additional economic activity and tax revenue. For every state dollar invested, DRS anticipates attracting approximately \$3.70 in federal funds.

The additional funding would allow DRS to reach more individuals earlier, provide more individualized services, and help more Oklahomans with disabilities successfully enter and remain in the workforce. The result is a stronger workforce, stronger rural communities, reduced reliance on public benefits, increased individual earnings, additional tax revenue, and a stronger Oklahoma economy. Increased resources would help DRS:

- Bring approximately \$9.2 million in additional federal funds into Oklahoma
- Expand employment opportunities for Oklahomans with disabilities
- Increase wages earned by individuals entering the workforce
- Generate additional state and local tax revenue
- Reduce reliance on public benefits
- Strengthen Oklahoma's workforce
- Support employers and CareerTech workforce initiatives
- Expand services in rural Oklahoma
- Strengthen Community Rehabilitation Providers
- Increase DRS service capacity through additional personnel
- Expand access to Assistive Technology and specialized services
- Create opportunities for innovative mobile services across the state

Agency Priority:	2
Program Description:	Department of Rehabilitation Services
Requested FTE:	0.0
State Appropriations:	\$250,000
Funding Description:	Funding Request for State Appropriations
Purpose:	Pathfinder Costs

The Pathfinder defined contribution retirement program has an overage billed by OPERS that is considered unallowable by the federal partners. This overage will incrementally increase each year as staff hired before November 1, 2015 are replaced through attrition.

Due to OPERS reform from HB 4050, the required agency contribution for FY27 was reduced from 16.5% to 9.5%. This will continue through June 30, 2031, after which time the rate will revert back to 16.5%. Of the current 9.5% contribution, approximately 3% is considered unallowable by the federal programs. This must be paid with state funds in place of federal funds and indirect cost, and is not eligible to be used as match. For DRS, this is anticipated to cost an additional \$230k in state funds for FY28.

Agency Priority:	3
Program Description:	DRS Support Services
Requested FTE:	0.0
State Appropriations:	\$158,500
Funding Description:	Funding Request for State Appropriations
Purpose:	Increase in Operating to Offset Increased Rent

DRS State Office moved its office location in July 2026 due to termination of the lease agreement by Landmark Apartments (previously Landmark Towers). Cost of the new space increased from 22,409 sq.ft. at \$12.50 per sq.ft., to 25,811 sq.ft. at \$16.50 per sq.ft. in SFY-27 and is scheduled to increase annually by 3% per the lease agreement, resulting in an increased cost of \$158,545 in SFY-28 compared to the previous rent at Landmark Apartments. At the same time, DRS is unable to increase its indirect cost recovery due to a three-year fixed rate of 10.1% which began in SFY-26 and continues through SFY-28. Requests to renegotiate the rate with U.S. Department of Education have so far been unsuccessful.

Agency Priority:	4
Program Description:	DRS Support Services
Requested FTE:	0.0
State Appropriations:	\$211,000
Funding Description:	Funding Request for State Appropriations
Purpose:	Increase in Operating to Offset Relocation Costs

DRS State Office moved its office location in July 2026 due to termination of the lease agreement by Landmark Apartments (previously Landmark Towers). Relocation costs were approximately \$211,000, including moving expenses and IT retrofit at the new office. At the same time, DRS is unable to increase its indirect cost recovery due to a three-year fixed rate of 10.1% which began in SFY-26 and continues through SFY-28. Requests to renegotiate the rate with U.S. Department of Education have so far been unsuccessful. This one-time request of \$211,000 is to offset increased operating costs in Support Services due to the move and the inability to adjust the indirect cost rate.

Agency Priority:	5
Program Description:	Department of Rehabilitation Services
Requested FTE:	0.0
State Appropriations:	\$2,462,550
Funding Description:	Funding Request for State Appropriations
Purpose:	Salary Increases

DRS is requesting funding for targeted salary increases to support recruitment of hard-to-fill positions and retention of staff. This increase is needed to remain competitive among other state agencies and will help in attracting professional and competent workers. DRS has locations across the state making recruiting in some areas more difficult. Competitive pay strengthens DRS's ability to recruit and retain specialized professionals and fill difficult positions.

The annual cost for this increase is estimated at \$2,462,550, which includes an increase of \$1.4 million for Disability Determination Services (DDS). The increase for DDS could possibly be covered by federal funds; however, because it's subject to approval by the Social Security Administration and is not guaranteed, the \$1.4 million is included in this appropriation request.

Agency Priority:	6
Program Description:	Department of Rehabilitation Services
Requested FTE:	0.0
State Appropriations:	\$867,500
Funding Description:	Funding Request for State Appropriations
Purpose:	Increased Benefit Allowance

The employee benefit allowance amounts have been established for calendar year 2027, which take effect January 1, 2027. The allowance is increasing across all categories compared to 2026. Following is the comparison between years sent by OMES to all state agencies.

Coverage level	2026 monthly allowance	2027 monthly allowance	Monthly increase
Member	\$754.30	\$869.52	\$115.22
Member + spouse	\$1,375.96	\$1,589.38	\$213.42
Member + 1 child	\$1,021.02	\$1,178.38	\$157.36
Member + 2 children	\$1,206.90	\$1,393.62	\$186.72
Member + spouse + 1 child	\$1,642.68	\$1,898.22	\$255.54
Member + spouse + 2 children	\$1,828.56	\$2,113.46	\$284.90

DRS is required to pay the additional allowance for each employee, based on the employee's individual coverage level. The annual cost for this increase is estimated at \$1,969,400. Additional appropriations of \$867,500 are needed to cover the state portion for SFY-28.

Agency Priority:	7
Program Description:	Department of Rehabilitation Services
Requested FTE:	0.0
State Appropriations:	\$2,732,300
Funding Description:	Funding Request for State Appropriations
Purpose:	Biweekly payroll

DRS is currently a monthly payroll agency and wishes to convert to biweekly. The benefits of converting to biweekly payroll include streamlined processes, improved recruitment and competitiveness, no minimum leave balance requirements, fewer payroll errors and overpayments, no blackout periods, consistency across state government, and compliance with state statute. Transitioning to biweekly payroll would modernize the agency's payroll practices while improving efficiency, accuracy, and the employee experience.

To assist employees in making the transition from monthly to biweekly, agencies can pay employees for accrued leave up to 80 hours maximum, including up to 40 hours from sick leave, to cover the conversion gap period. The total estimated cost of conversion leave payout is \$2,732,300. Using federal funds to cover the federal programs' share will require prior approval from the U.S Department of Education and Social Security Administration. Unless approval is received by the federal partners, that portion will need to be covered 100% from state funds.



Administrative Rules Amended Overview

CHAPTER 1. ADMINISTRATIVE OPERATIONS

SUBCHAPTER 3. ADMINISTRATIVE COMPONENTS OF THE DEPARTMENT

1 **612:1-3-1. The Commission for Rehabilitation Services [AMENDED]**

2 ~~(a) Title 74, Section 166.1 et seq. of the Oklahoma Statutes provides that the~~
3 ~~Department of Rehabilitation Services is under the control of the Oklahoma Commission~~
4 ~~for Rehabilitation Services, composed of three members: one member appointed by the~~
5 ~~President Pro Tempore of the Oklahoma State Senate, one member appointed by the~~
6 ~~Speaker of the Oklahoma House of Representatives, and one member appointed by the~~
7 ~~Governor. The first three members of the Commission shall serve concurrent terms of~~
8 ~~three years. At the expiration of the terms of the three members initially appointed, the~~
9 ~~Commission shall consist of three members: one member appointed by the President~~
10 ~~Pro Tempore of the Oklahoma State Senate for a term of one year, one member to be~~
11 ~~appointed by the Speaker of the Oklahoma House of Representatives for a term of two~~
12 ~~years, and one member to be appointed by the Governor for a term of three years.~~
13 ~~Thereafter, terms of office of the Commission members are for three years, with the~~
14 ~~term of one Commission member expiring each year. Members are selected on the~~
15 ~~basis of having a knowledge and concern for rehabilitation and disability-related issues.~~
16 ~~A member of the Commission may be appointed to succeed himself or herself.~~
17 ~~Commission members do not receive compensation for their services but are~~
18 ~~reimbursed for necessary travel and related expenses incurred in the performance of~~
19 ~~their official duties. The Commission meets a minimum of ten (10) times per calendar~~
20 ~~year and holds a regular annual meeting at which it elects from among its membership~~
21 ~~a chairperson and a vice chairperson. The Commission may also hold special sessions~~
22 ~~at such times as deemed necessary or advisable by a majority of Commission~~
23 ~~members.~~

24 ~~(b) Members of the Commission for Rehabilitation Services shall be appointed as~~
25 ~~provided for at 74 O.S. § 166.2. The Commission has the legal authority and~~
26 ~~responsibility to govern the Department of Rehabilitation Services, appoint and remove~~
27 ~~the Director of the Department of Rehabilitation Services; approve programs; policy and~~
28 ~~budgets; and perform the necessary functions of a governing board. The Commission~~
29 ~~has the authority to accept monies gifts and bequests of real and personal property,~~
30 ~~which become available for operation of programs under the jurisdiction of the~~
31 ~~Department.~~

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

SUBCHAPTER 1. GENERAL PROVISIONS

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

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

5 (b) **SSA Reimbursement Incentive.** Oklahoma Statutes, Title 74, § 166.8 (B),
6 authorizes the Commission for Rehabilitation Services to use SSA reimbursements as
7 an incentive program for direct service delivery staff if service costs are reimbursed for
8 job placement of SSI or SSDI recipients.

9 (1) These funds from the Social Security reimbursement program shall be used for
10 incentive payments to counselors and technicians when casework results in nine
11 consecutive months of substantial gainful activity level employment for clients who
12 were receiving SSI or SSDI benefits. Amount of incentive payments will be subject
13 to commission approval.

14 (2) The payments will go to the counselor and technician who have been
15 designated by the Program Manager as having done the majority of work on the
16 case. Each employee must be employed by DRS at the time the SSA
17 Reimbursement Program Coordinator receives the deposit notice from the Social
18 Security Administration. Cases in which the SSA Reimbursement Program
19 Coordinator has decided to function as an Employment Network are not eligible for
20 the incentive award. All traditional reimbursements received after November 1,
21 2007, will be eligible for the incentive award. Payments will be provided once per
22 year and are subject to tax and payroll regulations. There is no limit on how many
23 incentive payments a counselor and technician can qualify for.

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

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

4 **"Act"** means the Rehabilitation Act [29 USC ~~U.S.C.~~ § et seq.].

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

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

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

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

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

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

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

34 **"Best correction"** means the use of standard eyeglasses or contact lenses and
35 does not include the use of bioptic telescopic systems or specialized lenses which
36 cannot be worn by the individual on a sustained basis.

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

40 **"Client"** means an individual found eligible and receiving services under the Act.

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

46 **"Comparable services and benefits"** means services that are provided or paid for
47 in whole or in part by other Federal, state or local public agencies, health insurance or
48 employee benefits, and are available to the individual at the time needed to ensure the
49 progress of the individual toward achieving the employment outcome in the individual's
50 individualized plan for employment in accordance with 34 C.F.R. § 361.53, and
51 commensurate to the services that the individual would otherwise receive from the
52 designated State vocational rehabilitation agency. For the purposes of this definition,
53 comparable services and benefits do not include awards and scholarships based on
54 merit.

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

58 **"Competitive integrated employment"** means full or part-time work that is
59 compensated at or above minimum wage, offers an individual with a disability benefits
60 and opportunities for advancement comparable to those offered to employees in similar
61 positions, and is performed in a setting where the individual with a disability interacts
62 with persons without disabilities to the same extent that employees who are not
63 individuals with disabilities and who are in comparable positions interact with these
64 persons. Specific criteria defining competitive integrated employment are detailed in 34
65 C.F.R. § 361.5(c)(9)."

66 **"Consumer Independence Support Services" or "(CISS)"** means providing
67 independent living assessment, intensive counseling, community integration, and
68 housing modifications to further assist individuals with significant disabilities in achieving
69 independence.

70 **"Continuity of Services"** means once an individual is selected for services in
71 accordance with administrative rules, regardless of the priority category from which the
72 individual was selected, the individual will receive the necessary purchased services,
73 including post-employment services.

74 **"Counselor"** means the qualified vocational rehabilitation professional, who is an
75 employee of the designated state unit, and who has primary responsibility for the
76 management of an individual's rehabilitation services record of service, including
77 determination of eligibility, service planning and management, counseling and guidance,
78 and determination of successful or unsuccessful rehabilitation. Counselor is equivalent
79 to such terms as VR/SBVI Specialist and VR/SBVI Coordinator.

80 **"Credential attainment"** means the percentage of those clients enrolled in an
81 education or training program (excluding those in OJT and customized training) who
82 attained a recognized postsecondary credential or a secondary school diploma, or its
83 recognized equivalent, during participation in or within one year after exit from the
84 program. Under the WIOA, workforce agencies are required to report this percentage
85 during participation in or within one year after closure of the case. This is based on the
86 sub-regulatory guidance related to the implementation and operation of the performance

accountability system under section 116 of WIOA and the implementing regulations in 34 C.F.R. parts 361 subpart E.

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

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

"Designated State Unit" or "State Unit" means either the State vocational rehabilitation bureau, division, or other organizational unit that is primarily concerned with vocational rehabilitation or vocational and other rehabilitation of individuals with disabilities and that is responsible for the administration of the vocational rehabilitation program of the State agency, as required under 34 C.F.R. § 361.13(b); or the State agency that is primarily concerned with vocational rehabilitation or vocational and other rehabilitation of individuals with disabilities. (Authority: Sections 7(8)(B) and 101(a)(2)(B) of the Rehabilitation Act of 1973, as amended; 29 U.S.C. § 705(20)(A) and 722(a)(1))

"Driver Rehabilitation Training – High Tech" means, High-tech: Driver rehabilitation training is typically for clients driving in a power wheelchair, in a wheelchair accessible van that has been electronically modified. Modifications can include powered gas brake system, reduced effort steering and reduced diameter steering wheel, switch arrays that interface with the vehicles original electronics such as wipers, lights, etc.

"Driver Rehabilitation Training – Low Tech" means, Low-Tech: Driver rehabilitation training is conducted with mechanical driving controls. Some examples are a mechanical gas/brake hand control, or pedal extensions, remote wiper controls and a spinner knob. Client would typically transfer into and drive from the driver's seat.

"DRS" means the Department of Rehabilitation Services.

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

"DVR" means the Division of Vocational Rehabilitation.

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

"Eligible individual" means an applicant for vocational rehabilitation services who meets the eligibility requirements of 34 C.F.R. § 361.42(a).

"Employment and Retention" or "(ER)" means short-term on-site and/or off-site support for individuals with significant disabilities who require assistance preparing for, obtaining, and maintaining employment. If Employment and Retention Services are used with an individual with a most significant disability, the DRS Counselor must justify

127 on the DRS-C-301 Employment Services Referral form how Employment and Retention
128 is the most appropriate placement service rather than Supported Employment.

129 **"Employment Consultant" or "(EC)"** ~~means, refers to~~ a specialist who uses
130 structured intervention techniques to help the individual learn job tasks to the employer's
131 specifications and learn the interpersonal skills necessary to be accepted as an
132 employee at the job site. In addition to job site training, job coaching includes related
133 assessment, job development, advocacy, travel training, and other services needed to
134 maintain the employment.

135 **"Employment outcome"** means, with respect to an eligible individual, entering,
136 advancing in, or retaining full-time or part-time competitive integrated employment as
137 defined in 34 C.F.R. § 361.5(c)(9) (including customized employment, self-employment,
138 telecommuting, or business ownership), or supported employment as defined in 34
139 C.F.R. § 361.5(c)(53), that is consistent with an individual's unique strengths, resources,
140 priorities, concerns, abilities, capabilities, interests, and informed choice. (Note: As
141 specified in federal rule, a designated State unit may continue services to individuals
142 with uncompensated employment goals on their approved individualized plans for
143 employment prior to the effective date of the final federal regulations until June 30,
144 2017, unless a longer period of time is required based on the needs of the individual
145 with the disability, as documented in the individual's service record.)

146 **"Extended employment"** means work in a non-integrated or sheltered setting for a
147 public or private nonprofit agency or organization that provides compensation in
148 accordance with the Fair Labor Standards Act.

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

151 **"Extended services"** means ongoing support services provided to individuals with
152 the most significant disabilities, including youth with the most significant disabilities,
153 after the time-limited vocational rehabilitation services have been completed and job
154 stabilization has been achieved. They consist of specific services, including natural
155 supports, needed to maintain the supported employment placement. Extended services
156 are paid from funding sources other than DRS and are specifically identified in the IPE,
157 except that DRS may provide and pay for extended services for youth with the most
158 significant disabilities for a period not to exceed 4 years or extend beyond the date
159 when the youth reaches age 25.

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

163 **"Family member"** means for purposes of receiving vocational rehabilitation
164 services in accordance with 34 C.F.R. § 361.48(b)(9), an individual who either is a
165 relative or guardian of an applicant or eligible individual; or lives in the same household
166 as an applicant or eligible individual; who has a substantial interest in the well-being of
167 that individual; and whose receipt of vocational rehabilitation services is necessary to
168 enable the applicant or eligible individual to achieve an employment outcome.

169 **"Functional capacities"** means a client's assets, strengths, and resources which
170 maintain or increase the individual's ability to work. Functional capacities include

171 mobility, communication, self-care, self-direction, interpersonal skills, work tolerance, or
172 work skills.

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

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

178 **"Highly challenged"** means an individual receiving supported employment
179 services who, due to the nature of the disability, requires a greater level of support from
180 the job coach to maintain employment. The individual must meet at least two (2) or
181 more of the following criteria to be considered highly challenged:

182 (A) Requires a personal care attendant at the job site.

183 (B) Has exhibited an ongoing, documented pattern of explosive behavior,
184 physical aggression, self-abuse, or destruction of property which would
185 jeopardize their opportunity for achieving a successful employment outcome.

186 (C) During the last two (2) years has experienced three (3) or more events (e.g.,
187 hospitalization, recurring health, or mental health issues), or a total of twelve (12)
188 weeks incarceration or other institutionalization, which interrupted work or ability
189 to live independently.

190 (D) Documentation (e.g. client statement, DRS Counselor confirmation, etc.) of
191 rejection of the individual by other Contractors (e.g., employment, educational
192 etc.) as being too difficult to serve.

193 (E) Is a member of the Hissom class.

194 (F) Meets eligibility criteria for the Program of Assertive Community Treatment
195 (PACT) program.

196 (G) Alcohol and/or substance abuse is a secondary disability which has resulted
197 in loss of employment within the last two (2) years.

198 (H) The individual's primary or secondary disability is Borderline Personality,
199 Autism, ~~Deaf-Blindness~~deafblindness, Intellectual Disability, or Traumatic Brain
200 Injury.

201 (I) Has had three (3) or more required changes of anti-psychotic medications in
202 the past year.

203 (J) Requires specialized assistive technology such as sensory aids,
204 telecommunication devices, adaptive equipment, and/or augmentative
205 communication devices to succeed in Employment.

206 (K) Other - Contractor must provide documentation to assigned ESS TA to
207 support an additional employment limiting factor not listed above that would likely
208 increase service costs and difficulty to serve.

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

211 **"Individual with a disability"** means an individual who has a physical or mental
212 impairment; whose impairment constitutes or results in a substantial impediment to
213 employment; and who can benefit in terms of an employment outcome from the
214 provision of vocational rehabilitation services.

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

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

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

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

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

237 **"Individual with the most significant disability"** means an individual with a
238 significant disability who meets the designated State unit's criteria for an individual with
239 a most significant disability. These criteria must be consistent with the requirements in
240 34 C.F.R. § 361.36(d)(1) and (2):

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

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

245 (C) who has one or more physical or mental disabilities resulting from
246 amputation, arthritis, autism, blindness, burn injury, cancer, cerebral palsy,
247 cystic fibrosis, deafness, head injury, heart disease, hemiplegia, hemophilia,
248 respiratory or pulmonary dysfunction, mental illness, intellectual disability,
249 multiple sclerosis, muscular dystrophy, musculoskeletal disorder, neurological
250 disorders (including stroke and epilepsy), paraplegia, quadriplegia, other spinal
251 cord conditions, sickle cell anemia, specific learning disability, end-stage renal
252 disease or other disability or combination of disabilities determined on the basis

253 of an assessment for determining eligibility and vocational rehabilitation needs
254 to cause comparable substantial functional limitation.

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

260 **"Integrated setting"** means:

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

265 (B) With respect to an employment outcome, means a setting typically found in
266 the community where the employee with a disability interacts, for the purpose of
267 performing the duties of the position, with other employees within the particular
268 work unit and the entire work site, and, as appropriate to the work performed,
269 other persons (e.g., customers and vendors) who are not individuals with
270 disabilities (not including supervisory personnel or individuals who are providing
271 services to such employee) to the same extent that employees who are not
272 individuals with disabilities and who are in comparable positions interact with
273 these persons.

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

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

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

281 **"Job Coach"** means a qualified individual providing support services to eligible
282 individuals in employment programs. Services directly support the eligible individual's
283 work activity including applied behavioral analysis, training and worker assessment, and
284 teaching job skills.

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

287 **"Maintenance"** means monetary support provided to an individual for expenses,
288 such as food, shelter, and clothing, that are in excess of the normal expenses of the
289 individual and that are necessitated by the individual's participation in an assessment for
290 determining eligibility and vocational rehabilitation needs or the individual's receipt of
291 vocational rehabilitation services under an individualized plan for employment.

292 **"Measurable Skill Gains" or "(MSG)"** means a measure of the documented
293 progress (academic, technical, occupational, or other) that a client makes in a training
294 or education program toward obtaining a recognized postsecondary credential. This
295 progress is reported throughout the life of the case. Examples of a valid skill gain would

296 be the documented completion of a high school semester or a minimum of 12 college
297 hours successfully completed over a one year period.

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

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

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

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

315 **"OMES"** means Office of Management & Enterprise Services, which sets
316 thresholds for State Purchasing guidelines.

317 **"Ongoing support services"** means, as used in the definition of supported
318 employment, services that:

319 (A) Are needed to support and maintain an individual with a most significant
320 disability, including a youth with a most significant disability, in supported
321 employment;

322 (B) Are identified based on a determination by the DRS of the individual's need
323 as specified in an individualized plan for employment;

324 (C) Are furnished by the DRS from the time of job placement until transition to
325 extended services, unless post-employment services are provided following
326 transition, and thereafter by one or more extended services providers throughout
327 the individual's term of employment in a particular job placement;

328 (D) Include an assessment of employment stability and provision of specific
329 services or the coordination of services at or away from the worksite that are
330 needed to maintain stability based on:

331 (i) A minimum of twice-monthly monitoring at the worksite of each individual
332 in supported employment; or

333 (ii) If under specific circumstances, at the request of the individual, the
334 individualized plan for employment provides for off-site monitoring, twice
335 monthly meetings with the individual;

336 (E) Consist of:

- 337 (i) Any particularized assessment supplementary to the comprehensive
338 assessment of rehabilitation needs described at 34 C.F.R., ~~section~~ §
339 361.5(c)(5)(ii);
- 340 (ii) The provision of skilled job trainers who accompany the individual for
341 intensive job skill training at the worksite;
- 342 (iii) Job development and training;
- 343 (iv) Social skills training;
- 344 (v) Regular observation or supervision of the individual;
- 345 (vi) Follow-up services including regular contact with the employers, the
346 individuals, the parents, family members, guardians, advocates or
347 authorized representatives of the individuals, and other suitable professional
348 and informed advisors, in order to reinforce and stabilize the job placement;
- 349 (vii) Facilitation of natural supports at the worksite;
- 350 (viii) Any other service identified in the scope of vocational rehabilitation
351 services for individuals, described in 34 C.F.R. § 361.48(b); or
- 352 (ix) Any service similar to the foregoing services.

353 **"Other Qualified Rehabilitation Personnel"** means qualified rehabilitation
354 personnel who, in addition to rehabilitation counselors, are necessary to facilitate the
355 accomplishment of the employment outcomes and objectives of an individual (Section
356 100(a)(3)(E) of the Act.) Other qualified rehabilitation personnel include, but are not
357 limited to, rehabilitation teachers of the blind who are certified at the national level.

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

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

372 **"Physical and mental restoration services"** means corrective surgery or
373 therapeutic treatment that is likely, within a reasonable period of time, to correct or
374 modify substantially a stable or slowly progressive physical or mental impairment that
375 constitutes a substantial impediment to employment.

376 **"Physical or mental impairment"** means any physiological disorder or condition,
377 cosmetic disfigurement, or anatomical loss affecting one or more of the following body
378 systems: neurological, musculo-skeletal, special sense organs, respiratory (including

speech organs), cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine; or any mental or psychological disorder such as intellectual disability organic brain syndrome, emotional or mental illness, and specific learning disabilities.

"Post-employment services" means Post-employment services defined in 34 C.F.R. § 361.5(c)(41) as one or more of the VR services identified in 34 C.F.R. § 361.48(b) that are provided subsequent to the achievement of an employment outcome and prior to case closure that are necessary for an individual to maintain, regain, or advance in employment, consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice. As described in the note following the regulatory definition of "post-employment services" at 34 C.F.R. section § 361.5(c)(41), post-employment services are:

(A) Provided under an amended individualized plan for employment (IPE); thus, a re-determination of eligibility is not required;

(B) Limited in scope and duration; and

(C) Available to meet rehabilitation needs that do not require a complex and comprehensive provision of services.

(D) Thus, after the employment outcome has been achieved but before the individual is reported as having exited the VR program is the period of time that the individual is most likely to need discrete short-term services (i.e., post-employment services) to ensure that the employment outcome can be maintained.

"Pre-employment transition services" means the required activities and authorized activities specified in 34 C.F.R. § 361.48(a)(2) and (3).

"Prior approval" means the receipt of approval from the granting authority prior to issuing the authorization for the purchase of goods and services.

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

"Rehabilitation Act" means the Rehabilitation Act [29 USCU.S.C. § 701 et seq.].

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

"Rehabilitation technology" means the systematic application of technologies, engineering methodologies, or scientific principles to meet the needs of, and address the barriers confronted by, individuals with disabilities in areas that include education, rehabilitation, employment, transportation, independent living, and recreation. The term

420 includes rehabilitation engineering, assistive technology devices, and assistive
421 technology services.

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

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

427 **"Situational Assessment"** means to determine the best match between an
428 individual, a type of job, and a work environment. Situational assessment (also known
429 as job sampling, on-the-job assessment, or environmental assessment), is assessment
430 using actual employment and community settings.

431 **"Small business enterprises"** means a small business operated by blind or other
432 individuals with significant disabilities under the management and supervision of the
433 state DRS. Such businesses include only those selling, manufacturing, processing,
434 servicing, agricultural, and other activities which are suitable and practical for the
435 effective utilization of the skills and aptitudes of individuals who are blind or individuals
436 who have significant disabilities. Small business enterprise provides substantial gainful
437 employment or self-employment commensurate with the time devoted by the operators
438 to the business, the cost of establishing the business and other factors of an economic
439 nature.

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

445 **"Stabilization"** means the time period when EC support is reduced to the long-term
446 maintenance level where the individual retains employment, and personal satisfaction
447 with the job, as well as employer satisfaction with the individual's job performance.

448 **"Student with a disability"** means, in general, an individual with a disability in a
449 secondary, postsecondary, or other recognized education program who meets the
450 requirements set forth in 34 C.F.R. § 361.5(c)(51).

451 (A) is not younger than the earliest age for the provision of transition services under
452 section 614(d)(1)(A)(i)(VIII) of the Individuals with Disabilities Education Act (codified at 20
453 U.S.C. § 1414(d)(1)(A)(i)(VIII));

454 (B) is not older than 21, unless the state law provides for a higher maximum age on or
455 before for receipt of services under the Individuals with Disabilities Education Act and is not
456 older than the maximum age; and

457 (C) is eligible for and receiving special education or related services under Part B of the
458 Individuals with Disabilities Education Act; or is an individual with a disability for the
459 purpose of section 504 of the Rehabilitation Act of 1973 (~~Pub. L.~~ Public Law 93-112), as
460 amended.

461 **"Substantial impediment to employment"** means that a physical or mental
462 impairment (in the light of attendant medical, psychological, vocational, educational,

communication, and other related factors) hinders an individual from preparing for, entering into, engaging in, advancing in, or retaining employment consistent with the individual's abilities and capabilities.

"Supplemental Wage Record" means wage information used to determine both employment status and wages within a reporting period. This information is required when wage information cannot be obtained through other means such as the Oklahoma Employment Security Commission. The requirement to make the effort to obtain this supplemental wage information is necessary to carry out the accountability requirements under Section 116 of the Workforce Innovation and Opportunity Act.

"Support Service Providers" or "(SSP)" means a Support Service Provider, commonly referred to as an SSP, is a specially trained individual who provides access to the community for people who are ~~deaf-blind~~deafblind. The SSP is responsible for human guide assistance and facilitation of communication for the ~~deaf-blind~~deafblind person.

"Supported employment" or "(SE)" means

(A) competitive integrated employment, including customized employment, or employment in an integrated work settings in which an individual with a most significant disability, including a youth with a most significant disability, is working on a short-term basis toward competitive integrated employment that is individualized, and customized, consistent with the unique strengths, abilities, interests, and informed choice of the individual, including with ongoing support services for individuals with the most significant disabilities who meet the requirements set forth in 34 C.F.R. § 361.5(c)(53).

(i) For whom competitive integrated employment has not historically occurred, or for whom competitive integrated employment has been interrupted or intermittent as a result of a significant disability; and

(ii) Who, because of the nature and severity of their disabilities, need intensive supported employment services and extended services after the transition from support provided by the designated state unit, in order to perform this work.

(B) For purposes of this part, an individual with a most significant disability, whose supported employment in an integrated setting does not satisfy the criteria of competitive integrated employment, as defined in paragraph (c)(9) of this section is considered to be working on a short-term basis toward competitive integrated employment so long as the individual can reasonably anticipate achieving competitive integrated employment –

(i) Within six months of achieving a supported employment outcome; or

(ii) In limited circumstances, within a period not to exceed 12 months from the achievement of the supported employment outcome, if a longer period is necessary based on the needs of the individual, and the individual has demonstrated progress toward competitive earnings based on information contained in the service record.

504 **"Supported employment services"** means ongoing support services, including
505 customized employment, and other appropriate services needed to support and
506 maintain an individual with a most significant disability, including a youth with a most
507 significant disability, in supported employment that are:

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

510 (B) Based on a determination of the needs of an eligible individual, as specified in
511 an individualized plan for employment.

512 (C) Provided by the designated State unit for a period of time not to exceed 24
513 months, unless under special circumstances the eligible individual and the
514 rehabilitation counselor jointly agree to extend the time to achieve the employment
515 outcome identified in the individualized plan for employment.

516 **"Team Meeting"** means a meeting between the individual, guardian, EC, DRS
517 Counselor, and all other team members chosen by the individual and/or guardian. The
518 individual, or with the support of a designee identified by the individual, will lead the
519 meeting.

520 **"Transition services"** means, for a student or a youth with a disability, a
521 coordinated set of activities designed within an outcome-oriented process that promotes
522 movement from school to post-school activities, including postsecondary education,
523 vocational training, competitive integrated employment, supported employment,
524 continuing and adult education, adult services, independent living, or community
525 participation. Transition services (1) are based upon the individual student's or youth's
526 needs, preferences and interests; (2) include instruction, community experiences, the
527 development of employment and other post-school adult living objectives, and, if
528 appropriate, acquisition of daily living skills and functional vocational evaluation; (3)
529 promote or facilitate the achievement of the employment outcome identified in the
530 student's or youth's individualized plan for employment; and (4) include outreach to and
531 engagement of the parents, or, as appropriate, the representative of such a student or
532 youth with a disability.

533 **"Transportation"** means travel and related expenses that are necessary to enable
534 an applicant or eligible individual to participate in a vocational rehabilitation service(s),
535 including expenses for training in the use of public transportation vehicles and systems.

536 **"Vocational rehabilitation services"** means, if provided to an individual, those
537 services listed in 34 C.F.R. § 361.48; and if provided for the benefit of groups of
538 individuals, means those services listed in 34 C.F.R. § 361.49.

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

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

SUBCHAPTER 3. CLIENT PARTICIPATION IN COST OF SERVICES

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

2 (a) **Determination of availability.** Prior to providing an accommodation or auxiliary aid
3 or service or any vocational rehabilitation services, except those services listed under
4 ~~34 CFR C.F.R. § 361.53(b)(1-6)~~, to an eligible individual or to members of the
5 individual's family, the VR or SBVI counselor must determine whether comparable
6 services and benefits, ~~as defined in 34 CFR 361.5(c)(8)~~ are available to the individual
7 unless such a determination would interrupt or delay services ~~according to 34 CFR~~
8 ~~361.53(a-c)~~. However, comparable services and benefits may be used for these VR
9 services if the comparable services and benefits are readily available at the time the VR
10 services are needed.

11 (b) **Exempt services.** The vocational rehabilitation services described in ~~34 CFR~~
12 ~~361.48 (b)C.F.R. § 361.53(b)(1-6)~~ are exempt from a determination of the availability of
13 comparable services and benefits under paragraph (a) ~~of this section as identified in 34~~
14 ~~CFR 361.53(b)(1-6)~~. ~~However, comparable services and benefits may be used for these~~
15 ~~VR services if the comparable services and benefits are readily available at the time the~~
16 ~~VR services are needed.~~

17 (1) Assessment for determining eligibility and vocational rehabilitation needs.

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

20 (3) Referral and other services to secure needed services from other agencies,
21 including other components of the statewide workforce development system, if
22 those services are not available under this part.

23 (4) Job-related services, including job search and placement assistance, job
24 retention services, follow-up services, and follow-along services.

25 (5) Rehabilitation technology, including telecommunications, sensory, and other
26 technological aids and devices.

27 (6) Post-employment services consisting of the services listed under paragraphs
28 (b)(1) through (5) of this section.

29 (c) **Provision of services.**

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

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

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

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

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

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

(d) **Interagency coordination.** The vocational rehabilitation services portion of the Unified or Combined State Plan must assure that the Governor, in consultation with DRS and other appropriate agencies, will ensure that an interagency agreement or other mechanism for interagency coordination takes effect between DRS and any appropriate public entity, including the State entity responsible for administering the State Medicaid program, a public institution of higher education, and a component of the statewide workforce development system, to ensure the provision of vocational rehabilitation services, and if appropriate, accommodations or auxiliary aids and services, (other than those services listed in paragraph (b) of this section) that are included in the individualized plan for employment of an eligible individual, including the provision of those vocational rehabilitation services (including, if appropriate, accommodations or auxiliary aids and services) during the pendency of any interagency dispute in accordance with the provisions of ~~paragraph (d) (3) (iii) of 34 CFR~~ 34 CFR § 361.53(d)(1-3).

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

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

PART 15. TRAINING

1 **612:10-7-164. Personal and work adjustment training [AMENDED]**

2 (a) Personal and/or work adjustment training is provided by facilities and schools
3 having valid contracts with the Department.

4 (b) Personal or work adjustment training is the provision of skills or techniques for the
5 purpose of enabling the individual to compensate for a disability such as the loss of a
6 member of the body or the loss of sensory function. Personal or work adjustment
7 training includes but is not limited to conditioning activities for developing work
8 tolerance, work therapy, occupational therapy, lip reading, speech training and speech
9 correction, auditory training, gait training, diabetes management courses, driver's
10 training, and mobility training. It may also include development of personal habits,
11 attitudes, and work habits necessary to orient the individual to the world of work. This
12 service does not require client participation in cost of services.

13 (1) High school students eligible for this service must be at least 16 years of age
14 and may not participate for more than 24 months unless client and counselor
15 determine additional time is needed.

16 (2) Driver's training is intended to be of a rehabilitative and adapted nature ~~due to a~~
17 ~~disability such as an amputation or residual effects of stroke, etc,~~ which
18 necessitates the need for training using specialized accommodations, ie; hand
19 controls, adapted foot pedals, simplified instructions, extra processing time, etc.

20 (3) Clients with significant or progressive vision loss will not be considered for
21 adapted driving training by DRS due to potential liability implications. Cases of this
22 nature shall be reviewed by the appropriate ~~Programs~~Program Manager or Field
23 Service Coordinator.

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

1 **612:10-7-196. Interpreter services [REVOKED]**

2 ~~**Interpreter services.** Interpreter services are sign language or oral interpretation~~
3 ~~services for individuals who are deaf or hard of hearing and tactile interpretation~~
4 ~~services for individuals who are deaf blind. Specially trained individuals perform sign~~
5 ~~language or oral interpretation. Interpreter services also include real time captioning~~
6 ~~services for persons who are deaf or hard of hearing as found in 34 CFR 361.5 (c)(10)~~
7 ~~and 361.48 (b)(10).~~

8 ~~(1) Does not include spoken language interpretation.~~

9 ~~(2) Interpreter services do not require client participation in cost of services.~~

10 ~~(3) The interpreter will submit a claim at the end of each specified time period.~~

1 **612:10-7-205. Services to persons who are ~~deaf-blind~~deafblind [AMENDED]**

2 (a) **Overview of services.** Because of the overwhelming impact upon the individual
3 with a combination disability of deafness and blindness, a multiple disciplinary approach
4 is needed to adequately serve these individuals. Unique problems in mobility and
5 communication can cause severe social, recreational, academic deprivation and long
6 term prevocational training may be necessary. Persons who are ~~deaf-blind~~deafblind are
7 capable of competitive employment and the counselor will carefully evaluate expected
8 employment outcomes.

9 (b) ~~Deaf-Blindness~~**DeafBlindness Specialist.** To promote and coordinate appropriate
10 services for persons with dual losses of vision and hearing, the Division of Services for
11 the Blind and Visually Impaired employs a ~~Deaf-Blindness~~Deafblind Specialist. This
12 specialist works with counselors, rehabilitation teachers and others who provide
13 services directly to clients who are ~~deaf-blind~~deafblind. A major role served by this
14 specialist is coordinating services and ensuring dialogue among schools, programs,
15 agencies and organizations serving the deaf and blind.

16 (c) **Support Service Providers.** Support Service Providers (SSPs) promote
17 independence by providing ~~deaf-blind~~deafblind individuals with visual and auditory
18 access to the environment. SSPs facilitate interpersonal communication and provide
19 environmental information and sighted guide services to ~~deaf-blind~~deafblind individuals
20 during assessment for eligibility determination and IPE-related activities as requested by
21 DRS. IPE related activities may include, but not be limited to, all contacts with the DRS,
22 IPE related activities may include, contacts with DRS staff including meetings; job
23 interviews, job site orientation, non-emergency medical appointments (scheduled or
24 authorized by DRS) and community events pertaining to the client's vocational goal,
25 such as job fairs, networking events, community-based training, filling out job
26 applications or other paperwork. Services may include driving client to the IPE related
27 activity and home again, reading client's mail and transmitting it in a mode that is
28 accessible to the client. DRS should not be involved in payment for SSP services that
29 are arranged without agency knowledge, or are used for purposes not directly
30 connected with the client's DRS case including assessment for eligibility determination,
31 IPE-connected services or job readiness or placement activities.

**PART 21. PURCHASE OF EQUIPMENT, OCCUPATIONAL LICENSES AND
CERTIFICATIONS**

612:10-7-222. Rehabilitation technology, assistive technology devices and assistive technology services [AMENDED]

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

~~(b)~~ (ba) Rehabilitation technology is the systematic application of technologies, engineering methodologies, or scientific principles to meet the needs of, and address the barriers confronted by, individuals with disabilities in areas which include education, rehabilitation, employment, transportation, independent living and recreation. The term includes rehabilitation engineering, assistive technology devices, and assistive technology services.

(1) Home and vehicular modification, telecommunications, sensory, and other technological aids and devices, other assistive devices including, but not limited to hearing aids, low vision aids and wheelchairs. This includes the hardware portion of neuroprosthetic devices, such as cochlear implants, visual prosthetics, and motor prosthetic devices.

(2) Does not include medical and surgical procedures required for implantation of neuroprosthetic devices.

(eb) Rehabilitation technology services, including prescribed adaptive aids and devices, must be provided by qualified persons. Prescriptions/recommendations for nonmedical adaptive technology may be accepted from individuals listed in 74 O.S. § 85.7(12) including physicians, rehabilitation engineers, qualified rehabilitation technicians or sensory aids specialists and from qualified assistive technology specialists and assistive technology professionals.

~~(d)~~ (dc) Under ADA title II, 35 ~~CFR~~ ~~C.F.R.~~ 104 Definitions, "auxiliary aids and services" includes; Qualified interpreters on-site or through video remote interpreting (VRI) services; note takers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunications products and systems, including text telephones (TTYs), videophones, and captioned telephones, or equally effective telecommunications devices; videotext displays; accessible electronic and information technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing.

(ed) Assistive Technology Devices are any items, piece of equipment, or product system, whether acquired commercially off the shelf, modified or customized, that is used to increase, maintain, or improve the functional capabilities of a VR customer.

~~(f)~~ (fe) Assistive Technology Services are any services that directly assist an individual with a disability in the selection, acquisition, or use of an assistive technology device. Services may include:

(1) the evaluation of the needs of an individual, including a functional evaluation of the individual in his/her customary environment;

(2) purchasing, leasing, or otherwise providing for the acquisition by an individual of an assistive technology device;

(3) selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing, or replacing assistive technology devices;

(4) coordinating and using other therapies, interventions, or services with assistive technology devices, such as those associated with existing education and rehabilitation plans and programs;

(5) training or providing technical assistance for an individual or, if appropriate, the family members, guardians, advocates, or authorized representatives of the individual; and

(6) training or providing technical assistance for professionals (including individuals providing education and rehabilitation services), employers, or others who provide services to, employ, or are otherwise substantially involved in the major life functions of individuals with disabilities, to the extent that training or technical assistance is necessary to the achievement of an employment outcome.

(gf) Rehabilitation technology services such as assessment or consultation are not based on financial need; however, equipment, appliances, and aids will be based on available financial resources of the client.

~~(h) Rehabilitation technology services, including prescribed adaptive aids and devices, must be provided by qualified persons. Prescriptions/recommendations for nonmedical adaptive technology may be accepted from individuals listed in 74 O.S. 85.7(12) including physicians, rehabilitation engineers, qualified rehabilitation technicians or sensory aids specialists and from qualified assistive technology specialists and assistive technology professionals.~~

~~(i) Assistive technology devices, including prescribed adaptive aids and devices, may be purchased commercially or designed and manufactured by a rehabilitation engineer, assistive technology or sensory aids specialist depending on individual need.~~

(jg) Counselors and rehabilitation teachers may refer clients with visual disabilities to the Division of Services for the Blind and Visually Impaired assistive technology laboratory for blindness and low vision which may provide or procure:

(1) assistive technology evaluations;

(2) recommendation of assistive technology devices and services to meet individual needs;

(3) training in use of technology and devices, referral to training sources and information on training options;

(4) information on technologies and devices to meet specific individual needs;

(5) technical assistance for installation and operation of select applications and devices; and

(6) demonstration and loan of adaptive aids, devices, electronic and computer technologies and other assistive technology products.

SUBCHAPTER 9. REHABILITATION TEACHING SERVICES

PART 5. SERVICES

1 **612:10-9-37. Referral for Support Services [AMENDED]**

2 The consumer can take advantage of additional services provided through the
3 agency and referred to by the rehabilitation teacher, including:

- 4 (1) Low Vision Services
- 5 (2) Support Groups
- 6 (3) Assistive Technology
- 7 (4) ~~Deaf-Blind~~Deafblind Consultant Services
- 8 (5) Orientation & Mobility Services
- 9 (6) Older Blind Services
- 10 (7) Vocational Rehabilitation Services
- 11 (8) Personal Adjustment Training
- 12 (9) Management of Secondary Disabilities
- 13 (10) Adult Blind Living Evaluation / Training Adult Program
- 14 (11) Library for the Blind and Physically Handicapped
- 15 (12) Other resources as identified

**SUBCHAPTER 11. INDEPENDENT LIVING SERVICES FOR OLDER INDIVIDUALS
WHO ARE BLIND**

PART 5. PROVISION OF SERVICES

1 **612:10-11-42. Interpreter services [AMENDED]**

2 (a) Interpreter services including tactile interpretation for individuals who are deaf-
3 ~~blind~~deafblind may be purchased for clients who are deaf and hearing impaired when
4 necessary to enable them to benefit from OB services. Rate of pay will be determined
5 by rates adopted by the commission for Rehabilitation Services.

6 (b) Special telecommunications services and devices for the hearing impaired are also
7 available.

8 (c) Interpreter services may also be provided to individuals who do not speak English
9 and/or who have a speaking impairment. The rate of pay for interpreter services of this
10 type will be determined by the DRS commission.

**SUBCHAPTER 13. SPECIAL SERVICES FOR THE DEAF AND HARD OF HEARING
[REVOKED]**

PART 1. SERVICE PROGRAMS [REVOKED]

1 **612:10-13-1. Mission of the program [REVOKED]**

2 ~~(a) **Purpose.** This Subchapter describes the special services available from the~~
3 ~~Department of Rehabilitation Services specifically targeted to the needs of individuals~~
4 ~~who are Deaf, hard of hearing and/or have other communicative disorders. These~~
5 ~~services are provided to meet the unique needs of this population and include but are~~
6 ~~not limited to:~~

7 ~~(1) vocational rehabilitation counseling and services provided by specialists with~~
8 ~~knowledge of the medical, functional, communicative, cultural and employment~~
9 ~~issues experienced by individuals who are Deaf, hard of hearing, late deafened and~~
10 ~~deaf blind;~~

11 ~~(2) specialized client services including cultural mediation, information and referral~~
12 ~~for services related to hearing loss, client self-advocacy training, assistive~~
13 ~~technology devices and services for communication access, and instruction in~~
14 ~~specialized skills for independence, socialization and work adjustment;~~

15 ~~(3) facilitation of effective communication between persons with hearing loss and~~
16 ~~providers of planned VR services;~~

17 ~~(4) community outreach to educate consumers and the hearing population~~
18 ~~regarding hearing loss, communications accessibility, and rehabilitation and~~
19 ~~employment opportunities for persons with hearing loss;~~

20 ~~(5) sign language interpreter certification for the State of Oklahoma;~~

21 ~~(6) provision and coordination of interpreter services for DRS purposes including~~
22 ~~client communications; and~~

23 ~~(7) providing a conduit for communication between Oklahomans with hearing loss~~
24 ~~and the Department, advising the agency on current issues, needs and concerns of~~
25 ~~Oklahomans with hearing loss.~~

26 ~~(b) **Acronyms.** The following acronyms, when used in this subchapter, stand for the~~
27 ~~following:~~

28 ~~(1) **"CDI"** Certified Deaf Interpreter~~

29 ~~(2) **"CI"** Certificate of Interpretation~~

30 ~~(3) **"CSC"** Comprehensive Skills Certification~~

31 ~~(4) **"CT"** Certificate of Transliteration~~

32 ~~(5) **"NAD"** National Association of the Deaf~~

33 ~~(6) **"RCD"** Rehabilitation Counselors for the Deaf and Hard of Hearing~~

34 ~~(7) **"RID"** Registry of Interpreters~~

35 ~~(8) **"SDHH"** Services to the Deaf and Hard of Hearing~~

PART 3. CERTIFICATION OF INTERPRETERS [REVOKED]

1 **612:10-13-14. Legal basis [REVOKED]**

2 ~~Title 56, Section 199.2 of Oklahoma statute directs the Department of Rehabilitation~~
3 ~~Services to establish policy and procedures for the evaluation and certification of~~
4 ~~interpreters for the deaf in Oklahoma, and authorizes the Department to charge a fee to~~
5 ~~recoup costs incurred in testing and certifying interpreters.~~

1 **612:10-13-15. Certification levels [REVOKED]**

2 ~~Interpreter certification levels are set by the Department. Each certification level~~
3 ~~should adhere to established guidelines or laws that instruct, restrict or prohibit~~
4 ~~interpreting in specified settings/environments.~~

1 **612:10-13-16. Evaluation [REVOKED]**

2 ~~(a) **Evaluation components and conditions.** An applicant must be 18 years old or~~
3 ~~older to be eligible to take the written examination and the skill-based performance~~
4 ~~evaluation. To be eligible to take the skill-based interpreter performance evaluation, an~~
5 ~~applicant should have earned at least 30 credit hours from an accredited college or~~
6 ~~university, with a cumulative GPA of 2.0 or higher or 60 hours of Continuing Education~~
7 ~~Units relating to interpreting. To be certified as an interpreter, an applicant must pass a~~
8 ~~skill-based performance evaluation. The process for certification consists of a written~~
9 ~~examination and a sign language skill-based performance evaluation. The written~~
10 ~~examination and performance interview may include items from the NAD RID Code of~~
11 ~~Professional Conduct and the Certification Levels limitations. Interpreters who hold~~
12 ~~Level III certification in either Interpreting or Transliterating are required to take the IV/V~~
13 ~~performance evaluation, which is in compliance with the Ethical Standards.~~

14 ~~(b) **Written examination.** The written examination consists of questions designed to~~
15 ~~measure knowledge of interpreting and situational ethics. Applicants must make a~~
16 ~~passing score, as established by the program, before being allowed to take the~~
17 ~~performance evaluation. If the written test is failed, retesting may be taken again in 30~~
18 ~~calendar days.~~

19 ~~(c) **Performance Evaluation.** The Interpreter Certification and Resource Center~~
20 ~~(ICRC) administers two performance evaluations, certification levels for category I-III~~
21 ~~and certification levels for category IV/V. Both of the performance evaluation categories~~
22 ~~consists of ethical situational questions, which is called an interview, and a skill-based~~
23 ~~proficiency test, which will test the candidate's ability to interpret and transliterate~~
24 ~~interactive settings. Individuals may request testing for category levels I-III or category~~
25 ~~levels IV/V. A candidate is eligible to apply in the same performance category, I-III or IV-~~
26 ~~V, in three months from prior testing date. A performance application can be submitted~~
27 ~~before three months and will be placed on the next available evaluation date after the~~
28 ~~three months waiting period. If an interpreter obtains a level III in either transliterating or~~
29 ~~interpreting, he/she is immediately eligible to apply for the IV/V performance.~~
30 ~~Certification will be granted to an individual whose total score falls within the acceptable~~
31 ~~range for that level.~~

32 ~~(d) **Conflict of interest.** Interpreter certification program staff who select, manage or~~
33 ~~coordinate the certification process or select evaluators are not eligible to test for~~
34 ~~Oklahoma interpreter certification through this process.~~

1 **612:10-13-17. Evaluation team [REVOKED]**

2 ~~The evaluation team will consist of three trained evaluators, with effort given to one~~
3 ~~deaf or hard of hearing evaluator on the panel. Hearing evaluators of the evaluation~~
4 ~~team must hold a recognized national certification or an ICRC level VAV. Either~~
5 ~~certification must be in good standing with the certifying body for a minimum of one~~
6 ~~year. The evaluators must attend the ICRC evaluation trainings, participate in interpreter~~
7 ~~evaluations annually, and have a current contract on file with the State Department of~~
8 ~~Rehabilitation Services. Evaluation team members will be selected from a list of~~
9 ~~qualified individuals prepared by the Department.~~

1 **612:10-13-18. Fees [REVOKED]**

2 ~~(a) A fee will be charged to each applicant who applies for the written test and~~
3 ~~performance evaluation for state certification of an interpreter for the deaf. A yearly~~
4 ~~certification renewal fee will also be charged. Individuals failing to timely pay the~~
5 ~~renewal fee must submit a reinstatement fee and the annual certification renewal fee~~
6 ~~along with the application for reinstatement. The fee structure will be based on the cost~~
7 ~~of the evaluations, materials and certificate maintenance program.~~

8 ~~(b) The fee for the written test is \$50.00. The fee for performance evaluation is~~
9 ~~\$125.00. The yearly certification renewal fee is \$50.00. The certification reinstatement~~
10 ~~fee is \$100. Out of state residents may take the written test and interpreter skill-based~~
11 ~~performance for double the fee.~~

1 **612:10-13-19. Refunds [REVOKED]**

2 ~~Fees paid for performance evaluations may be refunded, provided, the request to~~
3 ~~cancel is submitted in writing at least four weeks prior to the scheduled date of the~~
4 ~~performance evaluation. An applicant may request to reschedule the date of the~~
5 ~~performance evaluation three weeks prior to the confirmed scheduled date and may~~
6 ~~only be rescheduled once. A second request to reschedule will only be granted if~~
7 ~~documentation can be provided due to an uncontrolled situation. The new date must be~~
8 ~~within one year of the originally scheduled performance evaluation and must be before~~
9 ~~the certification level(s) expiration date or the fee is forfeited.~~

1 **612:10-13-20. Certification maintenance [REVOKED]**

2 ~~(a) **General provisions for certification maintenance.** The interpreter certification in~~
3 ~~Interpreting and Transliterating, for levels I-V, are valid for a term of three years at which~~
4 ~~time the certification will expire unless the interpreter takes the skill-based performance~~
5 ~~evaluation again, including paying the appropriate fee. The exception for re-testing~~
6 ~~applies to those that achieve a certification level in Transliterating: V and Interpreting: V;~~
7 ~~those are the only levels that will not be required to retest providing the annual CEUs~~
8 ~~and the annual renewal fee is satisfied.~~

9 ~~(1) Level V certification: An interpreter holding a certification level V in either~~
10 ~~Transliterating or Interpreting, but not both, will be required to retest. Testing will~~
11 ~~include performance test that consists of the ethical situation interview, and only the~~
12 ~~interactive section that the interpreter does not hold a level V in. The interpreter~~
13 ~~must pass the ethical situation interview with 80% before a level is granted. If a~~
14 ~~level V is not obtained, the interpreter will continue to follow the retesting process.~~

15 ~~(2) Level I-IV certification: An interpreter with levels I, II, III, IV are required to take~~
16 ~~the 3 part performance evaluation that consists of the ethical situation interview,~~
17 ~~interactive Interpreting and interactive Transliterating. The interpreter must pass the~~
18 ~~ethical situation interview with at least an 80% before a level is granted.~~

19 ~~(3) Certification will remain valid for an interpreter who has applied for evaluation~~
20 ~~and cannot be scheduled for testing prior to his/her certificate's expiration date,~~
21 ~~provided the application is received no later than 160 calendar days before the~~
22 ~~expiration date. Any certification will lapse if any of the following occurs: annual~~
23 ~~renewal fee is not paid, continuing education requirements are not met by stipulated~~
24 ~~due dates, and/or if the application is not submitted 160 days before levels expire.~~
25 ~~Individuals who have allowed certification to lapse due to non-compliance with~~
26 ~~requirements must take and pass the written test before they are eligible for the~~
27 ~~skill-based performance evaluation.~~

28 ~~(4) An interpreter that holds only one level V in either Interpreting or Transliterating,~~
29 ~~and holds a nationally recognized certification in good standing, such as, CI and CT~~
30 ~~or NIC, can be exempted from the requirement of retesting for the mode they do not~~
31 ~~have a level V in. The exemption is only valid providing the interpreter satisfies the~~
32 ~~annual ICRC CEUs by due date, the annual renewal fee by due date, and provides~~
33 ~~a current copy of their national certification card. If any of the stated requirements~~
34 ~~are not satisfied, the exemption is voided, and the interpreter will be required to~~
35 ~~take to meet the V/V certification requirements.~~

36 ~~(b) **Continuing education requirements.** QAST certified interpreters are required to~~
37 ~~satisfy one (10 hours) Continuing Education Unit (CEU) annually, with .1 (1 hour) of this~~
38 ~~in the category of Ethics. It is the interpreter's responsibility to ensure all supportive~~
39 ~~CEU documentation is submitted to the Interpreter Certification Resource Center~~
40 ~~(ICRC) staff before or on December 31st, to avoid certification becoming invalid. If~~
41 ~~certification becomes invalid, the individual must apply to test, and will be required to~~
42 ~~take and pass the written ICRC/QAST test before becoming eligible for the performance~~
43 ~~portion.~~

44 ~~(c) **Certification renewal fee.** A certification renewal fee and renewal form are due by~~
45 ~~January 31st each year. The renewal form must be postmarked on or before January~~
46 ~~31st to avoid certification becoming suspended.~~

~~(d) **Certification suspension and reinstatement.** If the certification renewal fee and renewal form are submitted after January 31st, the interpreter's certification will become suspended. An interpreter whose certification has become suspended has an option to make application for reinstatement. The reinstatement process includes the following: (1) The reinstatement application, (2) a \$100 reinstatement fee, and (3) payment of the annual certification renewal fee, with the renewal form. The reinstatement process must be submitted on or before February 28th to avoid certification becoming invalid. If certification becomes invalid, the individual must take and pass the written test before becoming eligible for the skill-based performance evaluation.~~

~~(e) **Expiration of certification.** If an interpreter does not submit an application and appropriate fee for testing 160 days prior to the level(s) expiration date, the interpreter's certification level(s) will be considered invalid on the expiration date. If level(s) become invalid, the individual must take and pass the sign language interpreter written test before becoming eligible for the skill-based performance evaluation. If an interpreter's certification becomes invalid twice consecutively due to non-compliance with either, the CEU or annual renewal fee requirements, the interpreter will not be allowed to take the written test or the skill-based performance evaluation until one (1) year from the date of the second documented non-compliance.~~

~~(f) **Modification of requirements.** Requirements for certification renewal of any level may be changed or modified by future amendments to this section or the rules of this subchapter.~~

1 **612:10-13-21. Code of ethics [REVOKED]**

2 ~~The interpreter/transliterators shall agree to abide by the National Association of the~~
3 ~~Deaf (NAD) and the Registry of Interpreters for the Deaf, Inc. (RID) Code of~~
4 ~~Professional Conduct. Federal, state, or other laws or regulations may supersede the~~
5 ~~NAD-RID Code of Professional Conduct if a conflict is present between existing law or~~
6 ~~regulations and the Code of Professional Conduct. The interpreter/transliterators will~~
7 ~~abide the rule of the law.~~

1 **612:10-13-22. Grievance procedures [REVOKED]**

2 ~~(a) Individuals who are dissatisfied with certification testing procedures or performance~~
3 ~~of a certified interpreter may file a written complaint with the designated Oklahoma~~
4 ~~interpreter certification program official, Department of Rehabilitation Services, within~~
5 ~~thirty (30) days of the grieved incident.~~

6 ~~(b) The Department will accept jurisdiction only for those incidents directly related to the~~
7 ~~evaluation and certification of interpreters for the deaf in Oklahoma and those incidents~~
8 ~~involving the performance of State Certified Interpreters that allege a specific violation of~~
9 ~~interpreting standards or ethical behavior.~~

10 ~~(c) Each complaint must be in writing and must provide:~~

11 ~~(1) The date of the incident;~~

12 ~~(2) The name(s) of the person(s) involved;~~

13 ~~(3) The location of the incident;~~

14 ~~(4) A description of the specific action or actions in question; and~~

15 ~~(5) The specific policy or procedure in question or the NAD-RID Code of~~
16 ~~Professional Conduct ethical tenet(s) and/or the ICRC Certification of Levels, and/or~~
17 ~~governing State or Federal law in possible violation.~~

18 ~~(d) Upon receipt of a properly executed complaint, the Department will review the~~
19 ~~complaint and within thirty (30) days notify the parties that a complaint has been filed.~~
20 ~~The respondent will have thirty (30) days from the date they receive notification to~~
21 ~~respond in written form.~~

22 ~~(e) Upon the receipt of a written response, the designated Oklahoma interpreter~~
23 ~~certification program official and Department will review the information presented and~~
24 ~~make an initial decision regarding the merit of the complaint based on facts presented.~~
25 ~~The designated Oklahoma interpreter certification program official has thirty (30) days~~
26 ~~from the submission of the grievance to provide a decision. All parties concerned will be~~
27 ~~notified of the decision in writing. If there has not been sufficient information provided,~~
28 ~~from either party, the Oklahoma Interpreter Certification program official can request~~
29 ~~more information, in writing, to make a determination.~~

30 ~~(f) The Department can seek the assistance from a merit panel to determine if there is~~
31 ~~a direct violation against (c) 5.~~

32
33 ~~(1) The function of the merit panel is to assist the Department in determining if there~~
34 ~~is founded merit to the claimed violation(s) set forth in (c) 5. The names of the~~
35 ~~parties will be anonymous when presented to the merit panel. The panel can~~
36 ~~recommend a course of action.~~

37
38 ~~(2) Possible course of action(s) are set forth as defined in 612:10-13-23 in (1)~~
39 ~~through (8) of that subsection.~~

40
41 ~~(g) If it is determined that no violation of rules related to evaluation and certification or~~
42 ~~violation of interpreting standards and ethical behavior has occurred, the involved~~

43 parties will be notified, and the complaint will be dismissed. If the complaint is
44 dismissed, the complainant or respondent may appeal and request a formal hearing.
45 The appeal must be in written form and submitted within thirty (30) days of receiving the
46 notification. The request for formal hearing must be in writing and addressed to the
47 designated Oklahoma interpreter certification program official at the Department of
48 Rehabilitation Services.

1 **612:10-13-23. Formal hearing [REVOKED]**

2 ~~(a) A formal hearing may be requested by the complainant by contacting the~~
3 ~~designated Oklahoma interpreter certification program official. The hearing will be~~
4 ~~scheduled at a time and place convenient to all parties concerned. All parties will~~
5 ~~receive two weeks notice of the hearing date.~~

6 ~~(b) The complainant and/or respondent may invite a representative (including legal) to~~
7 ~~assist during the proceedings. Either party may present witnesses, affidavits or other~~
8 ~~written documentation related to any relevant aspect of the charge or defense.~~

9 ~~(c) The hearing will be conducted by a grievance board selected by the Oklahoma~~
10 ~~interpreter certification program Advisory Committee and the Department. At least one~~
11 ~~member must be deaf or hard of hearing and must be either a former or current~~
12 ~~Oklahoma interpreter certification test evaluator; one member must be an interpreter~~
13 ~~holding national or Oklahoma State Level V certification; one member will be selected at~~
14 ~~the discretion of DRS and may be from a profession other than interpreting for the deaf,~~
15 ~~but must be knowledgeable of interpreter skills. The grievance board will review~~
16 ~~information presented and make a determination of the facts. Based upon this~~
17 ~~determination, the grievance board will recommend the appropriate action the~~
18 ~~Oklahoma interpreter certification program should take. Possible actions are set forth in~~
19 ~~(1) through (8) of this Subsection.~~

20 ~~(1) The complaint be dismissed;~~

21 ~~(2) A written warning be issued;~~

22 ~~(3) A written reprimand be issued indicating unsatisfactory performance;~~

23 ~~(4) Probation a trial period for a specific length of time during which the interpreter~~
24 ~~is required to fulfill a set of conditions to improve work performance or work~~
25 ~~behavior;~~

26 ~~(5) Supervision – removal of the individual from the list of certified interpreters for a~~
27 ~~specified period of time, not to exceed six (6) months;~~

28 ~~(6) Revocation – removal of the individual from the list of certified interpreters for an~~
29 ~~extended period or permanently;~~

30 ~~(7) The complainant may be retested using a different evaluation team at no cost to~~
31 ~~the individual; and~~

32 ~~(8) A change in policy or procedures in the interpreter evaluation process.~~

33 ~~(d) The decision of the Oklahoma interpreter certification program grievance board will~~
34 ~~be reviewed by the designated interpreter certification program official who will notify all~~
35 ~~parties involved in writing of the decision within thirty (30) days. If a party is dissatisfied~~
36 ~~with the outcome of a formal hearing, an appeal may be made to the Director of the~~
37 ~~Department of Rehabilitation Services. The Director shall have forty five (45) days to~~
38 ~~render a decision. The Director's decision shall be final.~~

612:10-13-24. Interpreter certification program advisory committee and interpreter quality committee [REVOKED]

~~(a) An Oklahoma interpreter certification program advisory committee shall serve in an advisory capacity to provide expert assistance in maintaining the integrity of the Oklahoma interpreter certification performance and overall testing system. The committee will communicate the needs and concerns of the interpreting community regarding the interpreter certification performance process and convey current industry standards for the best business practice for the interpreting profession. The advisory committee does not have formal authority to govern and cannot issue directives which must be followed. Rather, the advisory committee serves to make recommendations and/or provide key information, experiences, and suggestions for the betterment of the interpreter certification performance and overall testing system. It is imperative the advisory committee members demonstrate knowledge, expertise, and an understanding of the dynamics of the interpreter certification skill-based performance and overall testing system. Advisory committee members are also bound by confidentiality in safeguarding the integrity of the performance/testing system. The Oklahoma interpreter certification program advisory committee may participate in selecting a grievance panel member(s) providing there is no conflict in any parties involved.~~

~~(b) The Oklahoma interpreter certification program advisory committee members shall be selected according to the qualifications: hearing interpreter must have either an ICRC level V/V or a national recognized interpreter certification and must be bilingual in ASL and English. The selection of the Deaf or hard of hearing members should hold a nationally recognized certification and must be bilingual in ASL and English. The members should be a current or former ICRC performance/testing evaluator, which is defined by 612:10-13-17.~~

~~(c) Oklahoma interpreter certification program advisory committee members may be nominated by others that are familiar with the interpreting field and will be chosen from a pool of qualified applicants that meets the qualifications set forth in 612:10-13-17. The qualified, nominated applications will be selected by the Department of Rehabilitation Services. The selection of qualified members should be from various sectors that serve the interpreting and Deaf/hard of hearing communities that may include educational, community interpreter, interpreter referral agency, professional agency, and/or professional organization. Members serve terms of two years, and may serve consecutive terms up to five years or longer if there are no other qualified individuals. Meetings will be held at least once annually, or as needed.~~

~~(d) Oklahoma interpreter certification program can host an interpreter quality committee that will serve to bring insight to the interpreter certification program (ICRC) regarding the basic needs from the interpreting profession. The interpreter quality committee does not have formal authority to govern and cannot issue directives which must be followed. Rather, the interpreter quality committee serves to make recommendations and/or provide key information, experiences, and suggestions for the betterment of the interpreter certification program.~~

~~(e) The quality committee members can be nominated from the interpreting community and the Deaf/Hard of Hearing community and serve on the committee for a term of two (2) years and may serve consecutive terms up to four (4) years. Meetings will be held at least twice annually, or as needed.~~

**CHAPTER 17. INTERPRETER SERVICES FOR THE DEAF AND HARD OF
HEARING [NEW]**

SUBCHAPTER 1. INTERPRETER SERVICES [NEW]

1 **612:17-1-1. Mission and purpose [NEW]**

2 (a) Interpreter Services supports the Department of Rehabilitation Services'
3 commitment to effective communication access and the availability of qualified sign
4 language interpreters through two program areas:

5 (1) Interpreter Contracts and Service Delivery (ICSD), which coordinates qualified
6 independent contract interpreters and other approved communication access
7 services to meet interpreter service needs associated with Department programs,
8 services, activities, employees, clients, applicants, and other authorized participants
9 throughout the state; and

10 (2) Interpreter Certification and Resource Center (ICRC), which administers the
11 statewide interpreter screening and credentialing program, maintains the Registry of
12 qualified interpreters, and provides resources, training support, and guidance to
13 strengthen interpreter competency and support access to qualified interpreting
14 services throughout the state.

15 (b) ICSD and the ICRC operate as distinct program functions within Interpreter
16 Services. Requirements governing Interpreter Contracts and Service Delivery are set
17 forth in Subchapter 3. Requirements governing the Interpreter Certification and
18 Resource Center are set forth in Subchapter 5.

1 **612:17-1-3. Authority [NEW]**

2 Pursuant to Section 199.2 of Title 56 of the Oklahoma Statutes, the Department of
3 Rehabilitation Services is authorized to establish and operate interpreter services and to
4 establish rules and procedures for the evaluation and certification of interpreters for deaf
5 and hard-of-hearing individuals. The Department carries out these responsibilities
6 through Interpreter Contracts and Service Delivery and the Interpreter Certification and
7 Resource Center. The Department may also establish fees to recoup costs associated
8 with interpreter testing and certification.

1 **612:17-1-5. Definitions [NEW]**

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

4 "American Sign Language" or "ASL" means the visual language predominantly
5 used by members of the deaf community.

6 "Assessment team" means the group of individuals who serve on the panel for
7 Oklahoma Quality Assurance Screenings.

8 "Candidate" means any person who has applied to take the Oklahoma Quality
9 Assurance Screening.

10 "Code of ethics" means the guidelines for interpreters established by the Registry
11 of Interpreters for the Deaf, Inc., currently identified as the Code of Professional
12 Conduct.

13 "Consumer" means any individual, deaf, hard of hearing, or hearing, who is a
14 recipient of interpreter services.

15 "Coordinator" means the individual designated by the Interpreter Certification and
16 Resource Center to coordinate and administer the Oklahoma Quality Assurance
17 Screening process.

18 "Deaf" means any person who has a hearing loss such that, with or without
19 amplification, the person is unable to receive information in an auditory fashion and
20 whose primary means of receiving communication is through visual input such as lip
21 reading, sign language, finger spelling, cued speech, reading, or writing.

22 "Department" means the Oklahoma Department of Rehabilitation Services.

23 "Director" means the Director of the Oklahoma Department of Rehabilitation
24 Services.

25 "Expressive" means to convey a spoken message into a visual equivalent.

26 "Hard of hearing" means any person who has a hearing loss such that hearing is
27 difficult but the understanding of spoken communication through the ear alone, with or
28 without a hearing aid, is not precluded.

29 "Hearing" means any person who is able to comprehend conversational speech
30 without an assistive device.

31 "Interpret" means to accurately convey messages without personal interjection
32 between two or more parties using two languages.

33 "Interpreter" means an individual who facilitates communication between two or
34 more persons who use different languages or different modes of communication,
35 including sign language interpreting, transliterating, and oral interpreting.

36 "Interpreter Certification and Resource Center" or "(ICRC)" means the program
37 within the Department responsible for administering the Oklahoma Quality Assurance
38 Screening, maintaining the ICRC interpreter registry, and supporting the availability and
39 development of qualified interpreters in Oklahoma.

40 "Interpreter Contracts and Service Delivery" or "(ICSD) " means the program
41 within the Department responsible for coordinating and administering qualified
42 independent contract interpreters and other approved communication access services
43 for Department programs, services, activities, and operations throughout the state.

44 "Interpreter Coordinator" means the individual designated by the Department to
45 coordinate interpreter service requests, scheduling, contract interpreter outreach, and
46 related service delivery activities within Interpreter Contracts and Service Delivery.

47 "Interpreter Services" means the program within the Department comprised of
48 Interpreter Contracts and Service Delivery and the Interpreter Certification and
49 Resource Center.

50 "Interpreting (ASL)" means the specific process of interpreting ASL vocabulary,
51 structure, and grammatical components and does not include oral or cued speech
52 transliterating or forms of manual communication using an English-based structure. The
53 term is used specifically herein when discussing components of the assessment
54 process.

55 "Oklahoma QA" means Oklahoma Quality Assurance Screening, which is designed
56 to assess the interpreting and transliterating skills of interpreters who facilitate
57 communication between persons who are deaf or hard of hearing and persons who are
58 hearing and is administered by the Interpreter Certification and Resource Center.

59 "Oral" means a communication mode that is dependent upon speech reading and
60 spoken communication.

61 "Panel" means the individuals selected to serve on an assessment team for the
62 Oklahoma Quality Assurance Screening.

63 "Panelist" means any person who has satisfied the requirements for serving as a
64 member of the assessment team for Oklahoma Quality Assurance Screenings during
65 live panel rating sessions.

66 "Qualified interpreter" means an interpreter who currently holds at least one of the
67 following credentials:

68 (1) Certification issued by a national certifying organization recognized by the
69 Interpreter Certification and Resource Center;

70 (2) A current screening level issued through the Oklahoma Quality Assurance
71 Screening; or

72 (3) A current certification, screening level, or comparable credential issued by
73 another state that is recognized by the Interpreter Certification and Resource Center
74 as meeting substantially equivalent standards.

75 "Rater" means any person who has satisfied the requirements for serving as a
76 member of the assessment team for rating candidates who participate in the Oklahoma
77 Quality Assurance Screening.

78 "Receptive" means to convey a visual message into a spoken equivalent.

79 "Registry" means the listing maintained by the Interpreter Certification and
80 Resource Center of interpreters who hold current credentials recognized by ICRC.

81 "Registry of Interpreters for the Deaf, Inc. " or "RID" means the national
82 membership organization of the interpreting profession.

83 "Screening" means the Oklahoma Quality Assurance Screening.

84 "Screening level" means the level of competency awarded to an interpreter who
85 has successfully satisfied the minimum standards established for the Oklahoma Quality
86 Assurance Screening.

87 "Service provider" means the person requesting interpreter services who may or
88 may not also be the consumer.

89 "Session" means a scheduled date and time during which a candidate completes
90 one or more components of the Oklahoma Quality Assurance Screening.

91 "Transliterate" means to accurately convey messages without personal interjection
92 between two or more parties using more English-influenced features in sign production.

SUBCHAPTER 3. INTERPRETER CONTRACTS AND SERVICE DELIVERY [NEW]

1 **612:17-3-1. Purpose and scope [NEW]**

2 Interpreter Contracts and Service Delivery coordinates and administers
3 communication access services necessary to support effective communication in
4 Department programs, services, activities, and operations throughout the state.
5 Services may be provided for Department clients, applicants, employees, and other
6 authorized participants when necessary, in connection with a Department program,
7 service, activity, or operation. Interpreter Contracts and Service Delivery does not
8 administer or coordinate spoken-language interpretation services.

1 **612:17-3-3. Communication access services [NEW]**

2 (a) Communication access services coordinated by the Department may include:

3 (1) Sign language interpreting;

4 (2) Tactile interpreting for individuals who are deafblind;

5 (3) Communication Access Realtime Translation (CART) or other real-time
6 captioning services; and

7 (4) Other communication access services approved by the Department when
8 appropriate to meet an individual's communication needs.

9 (b) The Department shall consider the communication needs of the individual and the
10 nature of the communication when coordinating services.

1 **612:17-3-5. Interpreter service request [NEW]**

2 Requests for interpreter or other communication access services shall be submitted
3 through the process established by the Department. Requests shall include sufficient
4 information to allow the Department to determine the service needed and coordinate an
5 appropriate provider, including the date, time, location or method of service delivery,
6 anticipated duration, and type of communication access requested, when known. The
7 requesting party shall provide accurate and timely information and shall notify the
8 Department as soon as practicable of cancellations, schedule changes, location
9 changes, or other circumstances affecting the request.

1 **612:17-3-7. Coordination and assignment of services [NEW]**

2 (a) The Department shall coordinate interpreter assignments through qualified
3 independent contract interpreters and other approved communication access service
4 providers. In coordinating an assignment, the Department may consider factors
5 including:

6 (1) The communication needs and preferences of the consumer;

7 (2) The qualifications, credentials, skills, and experience of the interpreter or
8 service provider;

9 (3) The nature and complexity of the assignment;

10 (4) Availability of qualified providers;

11 (5) Location and method of service delivery;

12 (6) Continuity of services when appropriate; and

13 (7) Other factors necessary to support effective communication.

14 (b) Placement on the ICRC Registry or possession of a credential recognized by the
15 Department does not guarantee an interpreter an assignment or establish an
16 employment relationship with the Department.

1 **612:17-3-9. Contracted interpreters and service providers [NEW]**

2 (a) Independent contract interpreters and other communication access service
3 providers utilized by the Department shall satisfy applicable qualification, credentialing,
4 contracting, and other requirements established by the Department.

5 (b) Contract interpreters and service providers shall perform assignments consistent
6 with applicable law, professional standards, the terms of their contract or agreement
7 with the Department, and Department requirements applicable to the service provided.

8 (c) Nothing in this Chapter shall be construed to create an employer-employee
9 relationship between the Department and an independent contract interpreter or
10 independent service provider.

1 **612:17-3-11. Cost of services [NEW]**

2 A Department client, applicant, or other eligible consumer shall not be required to
3 participate in the cost of interpreter or communication access services authorized and
4 coordinated by the Department.

1 **612:17-3-13. Claims and compensation [NEW]**

2 Independent contract interpreters and other approved service providers shall submit
3 claims for authorized services in the form and manner established by the Department.
4 Claims shall contain sufficient information to verify the services provided and shall be
5 submitted within applicable Department timeframes. Compensation, including applicable
6 rates, authorized expenses, cancellation provisions, and other payment requirements,
7 shall be governed by the provider's contract or agreement with the Department and
8 applicable Department requirements.

**SUBCHAPTER 5. INTERPRETER CERTIFICATION AND RESOURCES CENTER
[NEW]**

1 **612:17-5-1. Purpose and administration [NEW]**

2 The Interpreter Certification and Resource Center (ICRC) administers the
3 Oklahoma Quality Assurance Screening and related interpreter credentialing activities
4 for the Department. ICRC is responsible for administering screenings, maintaining the
5 Registry, supporting the maintenance and development of qualified interpreters, and
6 carrying out other interpreter certification and resource activities established by the
7 Department.

1 **612:17-5-3. Notification of intent to be screened [NEW]**

2 A candidate seeking to participate in the Oklahoma Quality Assurance Screening
3 shall submit a request to ICRC in the manner established by the Department. The
4 candidate shall identify the screening component or components the candidate intends
5 to complete. ICRC shall acknowledge a request to be screened in writing within 30
6 working days of receipt of the request. Current registration information, screening
7 schedules, fees, and instructions shall be made available by ICRC.

1 **612:17-5-5. Screening fees [NEW]**

2 (a) Pursuant to Section 199.2 of Title 56 of the Oklahoma Statutes, the Department
3 may assess fees to recoup costs associated with interpreter testing and certification.
4 Fees for the components of the Oklahoma Quality Assurance Screening shall not
5 exceed the following amounts:

6 (1) Written Examination — up to \$50;

7 (2) Ethical Interview — up to \$50; and

8 (3) Performance Screening — up to \$150.

9 (b) The Department shall make current fees available to candidates before registration
10 is completed. Payment of the applicable fee must be received before the candidate may
11 participate in the applicable screening component.

1 **612:17-5-7. Scheduling of screenings [NEW]**

2 The Department may establish a calendar of available screening dates and times.
3 Candidates shall complete and submit the required registration materials and select a
4 preferred screening session from available options. The Coordinator or designee shall
5 schedule and confirm candidates in the order completed registration requests are
6 received, subject to availability. Payment of applicable fees is required to confirm a
7 screening session. The Department may establish reasonable procedures for
8 cancellation, rescheduling, and refunds. Those procedures shall be made available to
9 candidates before registration.

1 **612:17-5-9. Assessment team [NEW]**

2 (a) A candidate's performance shall be assessed by a screening panel present during
3 the assessment or through a recorded assessment evaluated by qualified raters.
4 Panelists and raters shall evaluate only those screening components for which they
5 have been specifically trained and approved by the Department.

6 (b) A screening panel or group of individual raters shall include at least:

7 (1) One panelist or rater who is hearing; and

8 (2) One panelist or rater who is deaf or hard of hearing.

9 (c) All panelists and raters shall:

10 (1) Be fluent in the language or communication mode being assessed;

11 (2) Successfully complete rater training approved by the Department;

12 (3) Meet qualification requirements established by the Department;

13 (4) Apply Department-established scoring and evaluation standards;

14 (5) Maintain the confidentiality of screening materials and candidate information;
15 and

16 (6) Disclose any actual or potential conflict of interest involving a candidate.

17 (d) A panelist or rater shall not participate in the evaluation of a candidate when the
18 Department determines that an actual or potential conflict of interest could affect the
19 fairness or integrity of the assessment.

1 **612:17-5-11. Screening components [NEW]**

2 **(a) Written Examination.** The Written Examination assesses a candidate's overall
3 knowledge of the interpreting profession, understanding of standard practices, and
4 application of guiding professional principles:

5 (1) The examination shall consist of 50 multiple-choice questions.

6 (2) A passing score is 86 percent.

7 (3) A passing score remains valid for three years or until a screening level is
8 achieved, whichever occurs first.

9 (4) A candidate who does not achieve a passing score may retest after 30 calendar
10 days.

11 (5) A candidate may not participate in the Performance Screening until a passing
12 score on the Written Examination has been achieved.

13 **(b) Ethical Interview.** The Ethical Interview assesses a candidate's ability to apply
14 ethical and professional principles to sample scenarios.

15 (1) The assessment consists of video scenarios presented in sign language to
16 which the candidate provides signed responses.

17 (2) A passing score is 80 percent.

18 (3) A passing score remains valid for three years or until a screening level is
19 achieved, whichever occurs first.

20 (4) A candidate who does not achieve a passing score may retest after 30 calendar
21 days.

22 (5) A candidate may not participate in the Performance Screening until a passing
23 score on the Ethical Interview has been achieved.

24 **(c) Performance Screening.** To qualify for the Performance Screening, a candidate
25 must have current passing scores on both the Written Examination and Ethical
26 Interview. The candidate shall participate in a recorded or other standardized
27 assessment and respond as instructed according to the communication skill or
28 competency being evaluated. The Performance Screening assesses the candidate's
29 interpreting and transliterating skills and may include:

30 (1) Interpreting (ASL) Performance — expressive and receptive abilities using ASL
31 vocabulary, structure, and grammatical components; and

32 (2) Transliterating Performance — expressive and receptive abilities using English-
33 influenced features in sign production.

34 **(d) Awarding of Screening Levels.** Each panelist or rater shall independently assess
35 the candidate's performance and assign scores for the required competencies within
36 each applicable category. Scores shall be calculated and combined in accordance with
37 the standardized scoring methodology established for the Oklahoma Quality Assurance
38 Screening. Based upon the candidate's performance, the candidate may:

39 (1) Receive no screening level;

40 (2) Receive a screening level for Interpreting (ASL);

41 (3) Receive a screening level for Transliterating; or

42 (4) Receive screening levels for both Interpreting (ASL) and Transliterating.

43 **(e) Notification of Screening Results.** The Department shall notify the candidate in
44 writing of the screening results within 120 days following the applicable screening date.

1 **612:17-5-13. Screening levels [NEW]**

2 Screening levels awarded through the Oklahoma Quality Assurance Screening
3 represent the level of competency demonstrated by the candidate through the
4 assessment process. ICRC shall make available descriptions of the competencies
5 represented by each screening level and any applicable requirements or limitations
6 associated with the level. An interpreter shall only accept assignments consistent with
7 applicable law, professional standards, and the interpreter's demonstrated knowledge,
8 skills, experience, and credentials.

1 **612:17-5-15. Validity period [NEW]**

2 A screening level or passing result for an individual screening component shall
3 remain valid for three years from the date of the Department's written notification unless
4 otherwise provided by this Part. A credential holder shall satisfy applicable maintenance
5 requirements necessary to retain a Department-issued credential beyond its initial
6 validity period.

1 **612:17-5-17. Registry [NEW]**

2 ICRC shall maintain a Registry of interpreters who hold current credentials
3 recognized by ICRC. The Registry may include information regarding an interpreter's
4 recognized credentials, screening levels, and other information approved by the
5 Department to assist consumers and service providers in identifying qualified
6 interpreters. An interpreter listed on the Registry shall provide accurate information to
7 ICRC and notifying ICRC of changes affecting the interpreter's credentials or eligibility
8 for continued listing. ICRC may update or remove a Registry listing when an interpreter
9 no longer holds a current recognized credential, fails to satisfy applicable maintenance
10 requirements, or is otherwise no longer eligible for listing under this rule.

1 **612:17-5-19. Maintenance of credentials [NEW]**

2 An interpreter holding a Department-issued credential shall satisfy applicable
3 requirements established by the Department for maintaining that credential.
4 Maintenance requirements may include continuing education or professional
5 development, renewal requirements, documentation, applicable fees, additional
6 screening when required, and compliance with professional conduct requirements.
7 ICRC shall make credential-maintenance requirements, renewal procedures, deadlines,
8 and consequences for failure to satisfy those requirements available to credential
9 holders. Failure to satisfy applicable maintenance requirements may result in expiration,
10 suspension, or other action affecting the credential. The Department shall establish
11 procedures governing renewal, expiration, and reinstatement of Department-issued
12 credentials.

1 **612:17-5-21. Professional conduct [NEW]**

2 Interpreters holding Department-issued credentials shall adhere to the current Code
3 of Professional Conduct established by the Registry of Interpreters for the Deaf, Inc., to
4 the extent the Code is consistent with applicable federal and state law. Violation of
5 applicable professional conduct requirements may constitute grounds for action
6 affecting a Department-issued credential or Registry status in accordance with this
7 Subchapter.

1 **612:17-5-23. Complaints [NEW]**

2 (a) Any individual may submit a complaint concerning the Oklahoma Quality Assurance
3 Screening, a Department-issued credential, or the professional conduct of an interpreter
4 holding a Department-issued credential. A complaint shall be submitted in writing or by
5 recorded video using a Department grievance form or another accessible format
6 approved by the Department.

7 (b) The complaint shall identify the individual or matter involved, describe the conduct
8 or action at issue, and contain sufficient information for the Department to determine
9 whether the matter falls within its authority.

10 (c) Upon receipt of a complaint, the Department shall:

11 (1) Review the complaint to determine whether it falls within the Department's
12 authority;

13 (2) Notify the complainant whether the complaint has been accepted for review or
14 dismissed;

15 (3) Notify an interpreter whose credential or professional conduct is the subject of
16 an accepted complaint and provide an opportunity to respond;

17 (4) Review or investigate the matter as necessary;

18 (5) Consider information provided by the parties and other relevant sources; and

19 (6) Issue a written determination.

20 (d) The Department may dismiss a complaint that is outside its authority, does not
21 allege facts that would constitute a violation of applicable requirements, or does not
22 contain sufficient information to permit review.

1 **612:17-5-25. Appeal of screening results [NEW]**

2 (a) A candidate who wishes to contest the results of any component of the Oklahoma
3 Quality Assurance Screening shall file an appeal with the Director within 30 calendar
4 days of the date of the Department's decision. The Director or designee shall provide for
5 an informal conference with the candidate within 30 working days after receipt of a
6 timely appeal.

7 (b) For an appeal involving the Written Examination or Ethical Interview, the remedy
8 available through the appeal process is an opportunity to retake the applicable
9 screening component.

10 (c) For an appeal involving the Performance Screening, the remedy available through
11 the appeal process is reassessment by additional qualified panelists or raters. The
12 reassessment shall be completed within 90 working days.

13 (d) The Department shall provide the candidate written notice of the outcome of the
14 appeal.

1 **612:17-5-27. Confidentiality [NEW]**

2 Oklahoma Quality Assurance Screening materials shall be maintained as
3 confidential by Department personnel and other persons authorized by the Department
4 to access the materials. Individual candidate scores and screening results shall be
5 maintained as confidential and shall not be released to another person without the
6 candidate's written authorization except as required or authorized by law. Panelists,
7 raters, contractors, employees, and other individuals granted access to confidential
8 screening materials or candidate information shall comply with Department
9 confidentiality requirements.

CHAPTER 25. BUSINESS ENTERPRISE PROGRAM

SUBCHAPTER 2. GENERAL PROVISIONS

1 **612:25-2-1. Purpose [AMENDED]**

2 (a) The purpose of the Business Enterprise Program Manual is to provide uniform rules and
3 regulations for the administration of the Business Enterprise Program (BEP) operated by the
4 State Licensing Agency (SLA).

5 (b) The purpose of this Chapter is to set forth the legal authority from which these rules are
6 derived, to proclaim the mission of the ~~Business Enterprise Program~~BEP, define terms used
7 in this body of ~~policy~~administrative rules, and to set forth the organization of the ~~Business~~
8 ~~Enterprise Program~~BEP.

1 **612:25-2-2. Mission of the Business Enterprise Program [AMENDED]**

2 (a) **Mission.** The mission of the ~~Business Enterprise Program~~BEP is to establish and
3 maintain business enterprises operated by qualified individuals who are blind.

4 (b) **Goals.** The goals for the ~~Business Enterprise Program~~BEP are set forth in (1) and (2) of
5 this Subsection.

6 (1) Provide employment opportunities for qualified persons who are blind by
7 establishing and maintaining ~~Business Enterprise Program Facilities~~BEP facilities.

8 (2) Administer a continuing process of career development and upward mobility for
9 qualified persons in the ~~Business Enterprise Program Facilities~~BEP.

10 (c) **Objectives.** The objectives of the ~~Business Enterprise Program Facilities~~BEP are set
11 forth in (1) through (7) of this Subsection.

12 (1) Establish and equip ~~Business Enterprise Program Facilities~~BEP facilities.

13 (2) Assure availability of ~~Business Enterprise Program~~BEP licensed ~~managers~~vendors.

14 (3) Provide management support services to ~~Business Enterprise Program~~BEP
15 licensed ~~managers~~vendors.

16 (4) Develop and maintain standards of conduct and a system of accountability for ~~State~~
17 ~~Licensing Agency~~SLA staff.

18 (5) Develop and maintain standards of conduct and a system of accountability for
19 ~~Business Enterprise Program~~BEP licensed ~~managers~~vendors.

20 (6) Establish and maintain procedures for quality customer service.

21 (7) Attain the program's financial stability through its administration in an operationally
22 efficient and cost-effective manner.

1 **612:25-2-3. Federal legal authority [AMENDED]**

2 (a) The Randolph-Sheppard Act of 1936, as amended [20 U.S.C. ~~Section~~ § 107 et seq.],
3 authorizes designated State Licensing Agencies to establish and administer ~~Business~~
4 ~~Enterprise Programs~~ BEPs in their respective States. The law locates the ~~State Licensing~~
5 ~~Agency (SLA)~~ SLA for the program in the individual State or territorial agency which offers
6 vocational rehabilitation services for individuals who are blind under the Rehabilitation Act
7 [29 ~~USC~~ U.S.C. § 701 et seq.].

8 (b) Primary regulatory authority for the ~~Business Enterprise Program~~ BEP is found at 34
9 ~~CFRC.F.R.~~ Part 395. Other regulatory guidelines impacting the ~~Business Enterprise~~
10 ~~Program~~ BEP are found at 34 ~~CFRC.F.R.~~ Part 361 and 32 ~~CFRC.F.R.~~ § 260.

1 **612:25-2-4. State legal authority [AMENDED]**

2 Rules for the ~~Business Enterprise Program~~BEP are promulgated by the Oklahoma
3 Commission for Rehabilitation Services under the authority of 74 O.S., ~~Section~~§ 166.1 et
4 seq., and in accordance with the Administrative Procedures Act, 75 O.S., ~~Sections~~§ 250 et
5 seq.

1 **612:25-2-5. Definitions [AMENDED]**

2 The following words or terms, when used in this ~~Manual~~chapter, 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~~Public 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 (ECM) and the ~~State Licensing Agency~~SLA. The
8 ~~Committee~~ECM must be given the opportunity to have meaningful input into the decision-
9 making process in the formulation of program ~~policies~~administrative rule(s) which govern the
10 duties, supervision, transfer, promotion and financial participation of licensed
11 ~~managers~~vendors. The SLA is charged with the ultimate responsibility for the administration
12 and operation of all aspects of the ~~Business Enterprise Program~~BEP.

13 **"Annual Evaluation"** means an evaluation of a licensed vendor conducted on a yearly
14 ~~basis of a manager~~. 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 Operations Coordinator"** means the person who has responsibility for the
18 operation of the ~~Business Enterprise Program~~BEP in the State.

19 **"Blind person"** means a person who, after examination by a physician skilled in the
20 diseases of the eye or by an optometrist, whichever the person shall select, has been
21 determined to have (1) not more than 20/200 central visual acuity in the better eye with
22 correcting lenses, or (2) an equally disabling loss of the visual field as evidenced by a
23 limitation to the field of vision in the better eye to such a degree that its widest diameter
24 subtends an angle of no greater than 20 degrees.

25 **"Board" or "Commission"** means the governing body for the ~~State Licensing~~
26 ~~Agency~~SLA.

27 **"Business Consultant (~~BC~~)"** means an individual who provides consultative and
28 management services to those business enterprises and licensed ~~managers~~vendors of the
29 State to which the consultant is assigned.

30 **"Business Enterprise"** means an approved business administered by the ~~State~~
31 ~~Licensing Agency~~SLA. See definition of "Vending Facility."

32 **"Business Enterprise Program" or "(BEP)"** ~~means the Business Enterprise~~
33 ~~Program~~BEP services available to establish business enterprises for persons who are blind.

34 **"Cafeteria ~~facility~~"** means a food dispensing business enterprise capable of providing
35 a broad variety of prepared foods and beverages (including hot meals) primarily ~~through the~~
36 ~~use of~~using a line where customers serve themselves from displayed selections. A cafeteria
37 may be fully automatic or provide limited waiter or waitress service. Table and/or booth
38 seating facilities are always provided.

39 **"Client" or "Consumer"** means any person who has made application for the ~~State~~
40 ~~Licensing Agency's~~SLA's services and has been determined by the ~~State Licensing~~
41 ~~Agency~~SLA to be eligible for services.

42 **"Commissioner"** means the Commissioner of the Rehabilitation Services
43 Administration (RSA) who exercises approval authority for the Federal government under
44 the Randolph-Sheppard Act.

45 ~~**"Committee"** means the Elected Committee of Licensed Managers.~~

46 **"Contract"** means a written agreement between the ~~State Licensing Agency~~SLA and
47 officials in control of Federal or other property to establish a business enterprise.

48 **"Contract labor"** means a person or company that performs duties or services that are
49 not a part of the regular duties of the business enterprise.

50 **"Counselor"** means a Division of Vocational Rehabilitation (DVR) or Division of
51 Services for the Blind and Visually Impaired (DSBVI) ~~counselors~~counselor assigned to the
52 ~~State Licensing Agency's~~ SLA's program of vocational rehabilitation.

53 **"Director"** or **"Executive Director"** means the chief administrator of the ~~State~~
54 ~~Licensing Agency~~SLA.

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

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

59 **"Elected Committee of Licensed Managers" or "(ECM)"** means the committee
60 elected biennially by licensed ~~managers~~vendors in accordance with 34 ~~CFR~~C.F.R. §
61 395.14.

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

65 **"Employee"** means an individual who receives compensation for services rendered to a
66 licensed ~~manager~~vendor.

67 ~~**"Equipment, expendable"** means items having a relatively small cost per item and~~
68 ~~having a relatively short life expectancy.~~

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

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

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

77 **"Federal regulations"** means the regulations issued pursuant to the Randolph-
78 Sheppard Act.

79 **"Grantor"** means a ~~Federal, State, County, Parish, city~~federal, state, county, parish, or
80 municipal government, private corporation, company, partnership or individual, who grants a

81 permit or enters into an agreement with the ~~State Licensing Agency~~SLA to operate a
82 business enterprise on its/their property.

83 **"Grantor's agreement"** means a written document between a ~~Grantor~~grantor and the
84 ~~State Licensing Agency~~SLA which sets forth the terms, conditions and responsibilities of all
85 parties to the agreement for the operation of a business enterprise on private and/or public
86 property.

87 **"Gross receipts"** means all revenue from a business enterprise, including sales tax.

88 **"Gross sales"** means the grand total of all sales transactions reported in a period
89 without any deductions included in the figure, not including sales tax.

90 **"Inactive Licensee"** means a licensed individual who is not currently working in the
91 ~~Business Enterprise Program~~BEP.

92 **"Initial stock and supplies"** means those resalable items or supplies necessary ~~for the~~
93 ~~opening and operation of to open and operate~~ a specific type of business enterprise for a
94 period not exceeding six months.

95 **"Interim manager"** means ~~a licensed manager appointed to manage a business~~
96 ~~enterprise on a temporary basis.~~

97 **"License"** means a written instrument issued by the ~~State Licensing Agency~~SLA to a
98 person who is blind, authorizing such person to manage a business enterprise.

99 **"Licensed employee"** means a licensed individual who is currently working for a
100 licensed ~~manager~~vendor.

101 **"Licensed Manager (LM)Vendor"** means a licensed individual who has signed an
102 agreement with the ~~State Licensing Agency~~SLA to manage a Randolph-Sheppard business
103 enterprise under the supervision of the ~~State Licensing Agency~~SLA.

104 **"Licensed Vendor Agreement"** means an agreement between a licensed vendor and
105 the SLA, establishing basic terms and conditions for management of a business enterprise.

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

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

110 **"Mail"** is ~~a method of distributing information that includes, but is not limited to, the U.S.~~
111 ~~Postal System, email, fax, or Federal Express.~~

112 **"Management"** means the personal supervision of the day-to-day operation of the
113 assigned business enterprise facility by the assigned licensed vendor.

114 **"Management services"** means inspection, quality control, consultation, accounting,
115 regulating, in-service training, and other related services provided on a systematic basis to
116 support and improve business enterprises operated by licensed ~~managers~~vendors.
117 Management services do not include those services or costs which pertain to the on-going
118 operation of an individual facility after the initial establishment period.

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

124 "Net proceeds" means the amount remaining from the sale of articles or services of
125 business enterprises and any vending machine income or other income accruing to licensed
126 managers/vendors after deducting the cost of such sales and other authorized expenses,
127 excluding set-aside charges required to be paid by the licensed managers/vendors.

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

129 "Nominee" means a nonprofit agency or organization designated by the State
130 Licensing AgencySLA through a written agreement to act as its agent in the provision of
131 services to licensed managerslicensees under the State's Business Enterprise
132 ProgramBEP.

133 "Other income" means money received by a licensed manager/vendor from sources
134 other than over the counter and machine sales. Examples of other income are money
135 received from ATM commissions and rebates.

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

139 "Performance Evaluation" means an evaluation conducted to determine if a
140 manager/licensed vendor is eligible to apply for a facility or to be awarded a permanent BEP
141 license.

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

144 "Permit" means the official approval given a State Licensing AgencySLA by a
145 department, agency, or instrumentality in control of the maintenance, operation and
146 protection of Federal property, or person in control of other property, where the State
147 Licensing AgencySLA is authorized to establish a business enterprise.

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

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

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

155 "Randolph-Sheppard Act" means Public Law 74-732 as amended by Public Law 83-
156 565, Public Law 93-516, and Public Law 95-602, 20 U.S.C. Chapter 6A, Section 107.

157 "Retained vending machine income" means vending machine income disbursed by a
158 property managing department, agency or instrumentality of the United States, or received

159 from vending machines on State or other property, in excess of the amounts eligible to
160 accrue to licensed ~~managers~~vendors.

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

163 **"Rules and regulations"** means the instrument written by the ~~State Licensing Agency~~
164 SLA and approved by the Secretary of Education setting forth the conduct and operation of
165 the ~~Business Enterprise Program~~BEP. A copy of the document granting approval of the
166 rules and regulations from RSA, will be mailed to each licensed ~~manager~~vendor.

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

171 **"Satellite business enterprise"** means a business enterprise assigned to a licensed
172 ~~manager~~vendor on a temporary basis.

173 **"Satellite Vendor"** means a licensed vendor appointed to manage a business
174 enterprise on a temporary basis.

175 **"Satellite Performance Evaluation"** means an evaluation conducted to determine a
176 licensed vendor's eligibility to continue operating a satellite to be performed at the 180-day
177 satellite review.

178 **"Satisfactory site"** means an area determined by the BEP Operations Coordinator,
179 with active participation of the ECM, to have sufficient space, electrical and plumbing
180 outlets, and other such accommodations as prescribed by the Act, for the location and
181 operation of a business enterprise in accordance with applicable health laws and building
182 codes.

183 **"Secretary (ED)"** means the United States Secretary of Education.

184 **"Set-aside funds"** means funds which accrue to a ~~State Licensing Agency~~SLA from an
185 assessment against the net proceeds of each business enterprise in the State's ~~business~~
186 ~~enterprise Program~~BEP and any income from vending machines on Federal property which
187 accrues to the SLA.

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

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

193 **"State property"** means lands, buildings, and/or equipment owned, leased, or
194 otherwise controlled by the State.

195 **"Statewide average ~~manager~~vendor earnings"** means the average annual ~~manager~~
196 licensed vendor earnings, (after set-aside) after deduction of the set-aside, as calculated
197 each year for the RSA-15 Report.

198 **"Teaming Partner Agreement"** means an arrangement between a licensed vendor
199 and a company as a contractual relationship or joint venture to perform a specific federal,
200 state, county or other contract with the exclusion of automated vending machines. Such
201 agreements are intended for large complex operations such as food services on a military
202 base.

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

206 **"Third Party Vendor"** means a separate individual or organization, other than a
207 Teaming Partner, that operates and/or manages a BEP business enterprise facility and pays
208 a fee or commission to the licensed vendor.

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

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

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

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

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

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

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

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

1 **612:25-2-7. State and Federal Assurances Policy of non-discrimination [AMENDED]**

2 (a) The SLA will ~~assure compliance~~comply with all ~~State and Federal Rules and~~
3 ~~Regulations~~state and federal rules and regulations applicable to the ~~Randolph Sheppard~~
4 ~~Randolph-Sheppard Act~~.

5 (b) The ~~State Licensing Agency~~SLA ~~assures that it~~ shall not exclude from participation,
6 deny the benefits of the program, or otherwise subject any person to discrimination because
7 of the person's gender, age, physical or mental impairment, religion, race, creed, national
8 origin, or political affiliation in accordance with the Civil Rights Act of 1964, Section 504 of
9 the Rehabilitation Act, the Americans with Disabilities Act of 1990 and any other federal and
10 state non-discrimination statutes.

11 (c) Every licensed ~~manager~~vendor of a business enterprise shall operate the business
12 enterprise in such a manner that no person shall be subject to discrimination under any
13 federal or state statute because of the person's gender, age, physical or mental impairment,
14 religion, race, creed, national origin, or political affiliation whether that person is a present or
15 prospective purveyor, customer, employee or other individual who might come into contact
16 with the business enterprise.

17 (d) Confidentiality and requests for information. Policies on confidentiality of client records
18 in the BEP will apply also to licensed ~~managers~~vendors in the BEP and to those who apply
19 for training. Such information will be limited to purposes directly connected with the
20 administration of the BEP and may not be released either directly or indirectly for any other
21 purpose without the consent of the licensed ~~manager/applicant~~vendor/applicant or his/her
22 legal representative. While the SLA complies with the Freedom of Information Act,
23 protection of confidential information takes precedence. When information is requested that
24 is not clearly of a public nature, the information will be treated as confidential unless and
25 until ruled otherwise by the general counsel for the SLA. The SLA may charge reasonable
26 fees for copies of information.

1 **612:25-2-8. Accessibility of written materials [AMENDED]**

2 Upon ~~advance~~ request, all written materials will be provided to each licensed
3 ~~managervendor~~, licensed employee, or licensee in a format accessible to that licensed
4 ~~managervendor~~, licensed employee, or ~~Licensee~~ licensee. It is the responsibility of the
5 licensed ~~managervendor~~, licensed employee, or licensee to inform the SLA of the
6 accessible format needed.

1 **612:25-2-9 Conflict of interest [AMENDED]**

2 (a) **State Licensing Agency (SLA) employees.** ~~DRS~~Department of Rehabilitation
3 Services (DRS) policyadministrative rule prohibits the employment of any person in a
4 position that would result in immediate supervision by a relative or two or more relatives
5 reporting to the same supervisor. Employment in the ~~Business Enterprise Program~~
6 ~~(BEP)~~BEP and SLA is subject to DRS rules governing related employees.

7 (b) **BEP employee relationship to program participants.** It is the policy of the SLA that
8 BEP employees and SLA administrators with responsibility for BEP operation may not be
9 placed in a position to establish program eligibility, authorize program services or otherwise
10 participate in program decisions for BEP applicants or participants who are related to such
11 employees by blood or marriage. An employee shall immediately disclose to his/her
12 supervisor the existence of a ~~relation to~~relationship with a BEP applicant or participant. The
13 ~~BEP operations coordinator~~Operations Coordinator, SLA administrator or director, ~~(if~~
14 ~~appropriate)~~if appropriate, may reassign employee duties or take such other measures as
15 are permitted under law and DRS rules to comply with this policy.

16 (c) **Conflict of interest.** BEP employees are subject to DRS ~~policy~~administrative rules and
17 Oklahoma Ethics Commission rules regarding use of position for personal gain and
18 avoidance of conflicts of interest.

SUBCHAPTER 4. THE STATE LICENSING AGENCY

PART 1. ORGANIZATION AND GENERAL OPERATION STANDARDS

1 **612:25-4-1. Organization of the State Licensing Agency [AMENDED]**

2 (a) **Governing board.** The Oklahoma Department of Rehabilitation Services is the
3 designated ~~State Licensing Agency (SLA)~~SLA for administration of Oklahoma's vending
4 facility program for the blind under the Randolph-Sheppard Act. The governing board of the
5 SLA is the Oklahoma Commission for Rehabilitation Services. The Director of DRS reports
6 directly to the Commission.

7 (b) **Business Enterprise Program administration.** The ~~Business Enterprise Program~~
8 ~~(BEP)~~BEP is located in the ~~Division of Services for the Blind and Visually Impaired~~DSBVI of
9 DRS, and is administered by the ~~Business Enterprise Program~~BEP Operations Coordinator
10 who reports to the ~~Services for the Blind and Visually Impaired~~DSBVI Division Administrator.

11 (c) ~~BEP~~**Business Enterprise Program staff.** The SLA, with consultation from the ~~Elected~~
12 ~~Committee of Licensed Managers~~ECM, determines staffing requirements for ~~administration~~
13 ~~of administering~~ the BEP and ~~provision of~~providing services to achieve the mission, goals
14 and objectives of the Program.

15 (d) **Licensed managers**vendors. The individual enterprises established by the ~~Business~~
16 ~~Enterprise Program~~BEP are managed by licensed ~~managers~~vendors. Licensed ~~managers~~
17 vendors are subject to the ~~policies~~administrative rules and procedures of the ~~Business~~
18 ~~Enterprise Program~~BEP, but are not employees of the program, the SLA, or the State of
19 Oklahoma. They do, however, have a contractual relationship with the SLA and are required
20 to manage the business enterprise in accordance with established rules and regulations.

1 **612:25-4-4. Management services provided by the State Licensing Agency**
2 **[AMENDED]**

3 (a) **Overview of management services.** Management services provided by the State
4 Licensing Agency (SLA) SLA include but are not limited to inspections, quality control,
5 consultation and technical assistance for ~~managers~~ licensed vendors, accounting, regulating,
6 training, including in-service training, equipment procurement, and other services provided
7 to support and improve business enterprises.

8 (b) **Consultation and technical assistance.** The SLA provides ~~managers~~ licensed vendors
9 with consultation and technical assistance services that may include:

- 10 (1) Recommendations for optimizing the profitability of the business enterprise;
- 11 (2) Recommendations and feedback on business enterprise operations including quality,
12 service, and cleanliness;
- 13 (3) Possible solutions to problems recognized by the licensed ~~manager~~ vendor or
14 brought to the licensed ~~manager's~~ vendor's attention by BEP staff or the grantor;
- 15 (4) Explanation of the SLA's procedures, policies, and standards;
- 16 (5) Information on compliance with applicable laws and regulations;
- 17 (6) Instruction on compliance with all conditions in the ~~manager's agreement~~ Licensed
18 Vendor Agreement;
- 19 (7) Information and inspection to help the licensed ~~manager~~ vendor assure that
20 merchandise is sold in accordance with the grantor's agreement;
- 21 (8) Instructions for maintenance of sanitation and safety standards;
- 22 (9) Instructions for proper maintenance of equipment;
- 23 (10) Recommendations for building effective communications and working relationships
24 between the licensed ~~manager~~ vendor and customers, purveyors, employees, grantor,
25 the SLA, and the ~~general~~ public; and
- 26 (11) Instruction on SLA and other agency requirements for record keeping and
27 reporting.

28 (c) **On-site location reviews.** On-site location reviews will be made as often as necessary,
29 but not less than once each month, to ensure the continued success of the business
30 enterprise. Each on-site location review of a business enterprise will be documented using
31 such forms or methods as are prescribed by the BEP. ~~The report will contain at a minimum~~
32 ~~the following information to the extent relevant~~ At a minimum, the report will contain the
33 following information, to the extent relevant:

- 34 (1) Status of compliance with the ~~licensed manager's agreement~~ Licensed Vendor
35 Agreement.

36 (2) ~~Violations (if any)~~ Any violations of State or Federal Laws and the SLA's policies and
37 procedures.

38 (3) Observation that proper insurance, permits and license are current and posted.

39 (d) **SLA provision of training.** The SLA shall ensure that effective programs of training
40 shall be provided to licensed ~~managervendor~~ trainees, current licensed ~~managers~~vendors
41 and BEP staff, as appropriate. Programs for trainees and current licensed ~~managers~~vendors
42 shall include, as appropriate, on-the-job training in all aspects of business enterprise
43 operations and upward mobility training that includes improved work opportunities for all
44 licensed ~~managers~~vendors.

PART 3. BUSINESS ENTERPRISE PROGRAM TRAINING

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

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

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

- (1) ~~current~~Documentation of a recent eye examination, documenting blindness;
- (2) ~~documentation for~~Documentation of United States citizenship;
- (3) ~~documentation~~Documentation that the client is at least 18 years of age; ~~and,~~
- (4) ~~completion~~Documentation of the completion of any rehabilitation training prerequisites established by the BEP in consultation with the ECM to better optimize the successful employment outcome;

(c) Acceptance for training. Applicant qualifications will be reviewed by BEP staff, who will report any training-related recommendations to the individual's ~~DVR/DSBVI counselor~~ and ~~BEP operations coordinator~~Operations Coordinator. An individual's application must be approved by the ~~BEP operations coordinator~~Operations Coordinator prior to acceptance into the training program.

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

(e) Duration of training. To be eligible for licensure as a ~~BEP facility manager~~licensed vendor an individual must complete the full BEP ~~manager~~licensed vendor training program, unless the ~~BEP operations coordinator~~Operations Coordinator, in consultation with the ~~Chair of the Elected Committee of Licensed Managers~~with active participation of the ECM, determines an exception is justifiable. Duration of training consists of 10-12 weeks of online training with 6-8 weeks hands-on, in-person training. Training may be extended or shortened, with active participation of the ECM.

(f) Completion of training. Each trainee who completes the BEP ~~manager~~licensed vendor training program is issued a certificate license certifying that the trainee has met all the training criteria to be a licensed ~~manager~~vendor in the ~~Business Enterprise Program~~BEP. ~~Upon assuming management of their first facility, a certified graduate shall be issued.~~

45 Benefits and seniority will not be applied until the first day of assuming control of a BEP
46 primary facility.

47 (g) **Failure to complete training.** If it appears that a trainee will not be able to successfully
48 complete training, the BEP ~~operations coordinator~~ Operations Coordinator, in consultation
49 with active participation of the ECM-Chair, will review the individual's training record before
50 ~~making a decision~~ deciding to terminate training. The BEP ~~operations coordinator~~ Operations
51 Coordinator will notify the trainee and their DSBVI or DVR counselor of any BEP decision to
52 terminate training. If the Trainee is not affiliated with the DSBVI they will be notified of
53 termination by certified letter.

54 (h) **Post-training interview.** Upon completion of a new ~~manager's~~ licensed vendor's
55 training, they will be interviewed by a representative of the ~~Elected Committee of Licensed~~
56 ~~Managers~~ ECM, normally the chairperson, to evaluate the effectiveness of the training
57 program. The interviewer formulates recommendations and comments regarding the training
58 program and provides them to the BEP Operations Coordinator.

59 (i) **Acceptance of out-of-state licenses.** ~~The BEP Operations Coordinator will evaluate~~
60 ~~the skills and knowledge of BEP applicants who were licensed managers in other states.~~
61 ~~Training will be provided to correct any noted deficiencies and acquaint the applicant with~~
62 ~~Oklahoma's program. After qualifications are met, the applicant is issued a training~~
63 ~~completion certificate~~ All individuals who request a license, but do not reside in Oklahoma,
64 will complete all training requirements for new Oklahoma BEP candidates.

65 (j) **Seniority.** Seniority in the Oklahoma ~~Business Enterprise Program~~ BEP will only accrue
66 when managing an Oklahoma BEP facility. Seniority is earned at a rate of .25 points per
67 year of qualifying time and is tracked by the BEP trainer.

68 (k) **Licensed ~~Manager~~ vendor Benefits** benefits. Benefits such as insurance will begin on
69 the same date the Licensed Manager signed licensed vendor signs the ~~manager's~~
70 ~~agreement~~ Licensed Vendor Agreement.

1 **612:25-4-15. Training for present licensed ~~managers~~vendors [AMENDED]**

2 Post-employment training for licensed ~~managers~~vendors will be provided by the State
3 ~~Licensing Agency~~SLA to encourage greater professional competence and to promote
4 achievement of the licensed vendor's maximum vocational potential. Post-employment
5 training for licensed vendors may include, but is not limited to:

6 (1) instruction and consultation provided by qualified BEP staff;

7 (2) training programs offered by industry associations;

8 (3) courses offered by vocational training facilities, universities, and colleges;

9 (4) customized training modules to address specific licensed vendor requests;

10 (5) online training courses;

11 (6) flexible training options with pace and duration based on individual licensed vendor
12 preferences; and

13 (7) opportunities to attend annual training conferences.

**PART 5. STATE LICENSING AGENCY RESPONSIBILITY FOR BUSINESS ENTERPRISE
OPERATIONS**

1 **612:25-4-25. Management of BEP equipment and fixtures [AMENDED]**

2 (a) The SLA will provide each business enterprise with fixtures and equipment in such
3 quantity and quality so as to give reasonable assurance of successful operation by the
4 licensed ~~manager~~ manager ~~vendor~~. The SLA retains the right, title, and interest to all BEP equipment
5 and fixtures. The SLA has the authority to direct, control, transfer and dispose of such
6 equipment as it deems necessary. All capital equipment is purchased, inventoried, and
7 disposed of in accordance with ~~Department of Rehabilitation Services policy~~ DRS
8 administrative rules.

9 (b) Equipment for new locations will be determined by the BEP Operations Coordinator and
10 staff, pursuant to 612:25-6-16 Criteria to establish a business enterprise, with active
11 participation of the ECM.

12 (c) The licensed ~~manager~~ manager ~~vendor~~ may make additions, deletions, or modifications to the
13 business enterprise and its operation, in the form of equipment, fixtures, or facilities, by
14 obtaining written authorization from the BEP. The licensed ~~manager~~ manager ~~vendor~~ may not remove
15 any state-owned equipment from the facility.

1 **612:25-4-26. Maintenance and replacement of business enterprise equipment**
2 **[AMENDED]**

3 The SLA shall maintain, or cause to be maintained, all business enterprise equipment in
4 good repair and ~~in an attractive condition,~~ and shall replace, or cause to be replaced, worn-
5 out and obsolete equipment as required to ensure the continued successful operation of the
6 business enterprise.

1 **612:25-4-27. Initial inventory and supplies [AMENDED]**

2 (a) **Initial inventory and supplies.** A licensed ~~manager~~ vendor may acquire initial
3 merchandise for resale by purchasing it with his/her own funds, utilizing 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 licensed vendor with a merchandise loan for initial
7 merchandise, the ~~manager~~ licensed vendor may ~~is not allowed to~~ utilize DRS start-up
8 assistance for the same purpose.

9 (b) **Merchandise loan.** When it is necessary to enable a licensed ~~manager~~ vendor to
10 acquire initial merchandise inventory, the SLA may extend a merchandise loan, subject to
11 the following terms:

12 (1) The amount of the loan will be determined by the SLA, in consultation with the
13 licensed ~~manager and vendor~~, based on an assessment of merchandise necessary to
14 initiate sales and the availability of funds.

15 (2) The total amount of the loan will not exceed the average of the prior year's
16 inventories without approval from the BEP ~~operations coordinator~~ Operations
17 Coordinator. ~~This means the prior year's inventories will be summed and then divided by~~
18 ~~twelve to obtain the average.~~

19 (3) All merchandise purchased and placed on a merchandise loan must have prior
20 approval by the SLA. The SLA will not make multiple purchases from any purveyor.

21 (4) The incoming licensed ~~manager~~ vendor, BEP business consultant, and BEP
22 ~~operations coordinator~~ Operations Coordinator will determine what may be purchased
23 from the existing stock of the outgoing facility ~~manager~~ licensed vendor. Only salable
24 merchandise may be purchased. The BEP business consultant and Operations
25 Coordinator will also assist the outgoing licensed vendor in selling any remaining
26 salable merchandise and arranging its interim storage.

27 (5) A merchandise loan must be repaid to the SLA by ~~a licensed manager~~ close of the
28 period of performance for the fiscal year in which it was received. The licensed vendor
29 will pay in monthly installments of no less than two percent of gross sales ~~to pay until the~~
30 merchandise loan balance is repaid in full. A licensed manager vendor shall not allow the
31 value of the facility inventory level to fall below that the value of the balance of the
32 merchandise loan and are is subject to disciplinary action should this occur.
33 ~~Managers~~ Licensed vendors receiving loans will sign a merchandise security agreement
34 that will be retained on file by DRS, ~~and released to the manager when~~ When loan
35 repayment is complete, the merchandise security agreement, along with accompanied
36 by a letter from the BEP Operations Coordinator officially notifying the licensed
37 manager vendor of their the full repayment, of the loan shall be given to the licensed
38 vendor.

39 (6) When a merchandise loan is secured by ~~stock~~ merchandise, a licensed
40 ~~manager~~ vendor may not permit the ownership of the ~~stock~~ merchandise to vest in any
41 person or organization other than the SLA.

42 (7) When a licensed ~~manager~~ vendor leaves a business enterprise, any remaining
43 merchandise loan balance (and other unmet obligations to the SLA) will be subtracted
44 from the ending inventory to determine the ~~manager's~~ licensed vendor's equity in the
45 ending stock.

(8) Merchandise loans are not allowed for satellite facilities unless extenuating circumstances prevail and only after approval of the BEP Operations Coordinator, in consultation with active participation of the ECM chair person.

(9) Merchandise loans for existing managers licensed vendors currently operating an "A" or "B" classified facility as their primary may be granted at the discretion of the SLA with Active Participation with Elected Committee of Managers (ECM) BEP Operations Coordinator in consultation with the ECM chair person.

(c) Failure of licensed managervendor to repay loan.

(1) If a licensed managervendor's merchandise loan payment is not received in the BEP office within five days after the due date, the licensed managervendor will be placed on probation and ~~is not~~ will not be eligible to make application into the selection process. Merchandise loan payments are due at the time monthly reports and set-aside payments are due. (612:25-6-22)

(2) If a licensed managervendor's merchandise loan payment remains delinquent through the succeeding month and is not received in the BEP office within five days after the succeeding month's due date, the BEP operations coordinator Operations Coordinator will recommend suspension or termination of the operator's agreement Licensed Vendor Agreement by the SLA director Director, unless an alternate repayment schedule has been approved by the SLA. The SLA will initiate action to collect a remaining merchandise loan balance when a loan payment is two months overdue.

(3) When a licensed managervendor leaves the program for any reason, the merchandise loan is due in full, unless arrangements are made with the SLA to divide the balance into twelve (12) equal payments that will be due on the first day of each month.

(d) Second merchandise loan.

(1) Under documented extreme circumstances, a licensed managervendor who has paid off his/her previous merchandise loan may receive a second merchandise loan for the same facility when it has been determined that the loan is necessary to allow the licensed managervendor to remain in his/her facility.

(2) If a licensed managervendor requires a second merchandise loan while the first loan is still outstanding, other than for the expansion of his/her facility, he/she will be placed on probation until one of the loans is paid in full.

(3) Second merchandise loans for the purpose of facility expansion will be limited to 50% of the cost of additional salable merchandise needed.

(e) It is the incoming Licensed Manager licensed vendor's choice to accept or reject any and or all merchandise or personal property from the out-going Licensed Manager licensed vendor, however, a merchandise loan cannot be used to purchase property. The incoming Licensed Manager licensed vendor must notify the Business Consultant and the outgoing Licensed Manager licensed vendor of his/her intent of purchasing the outgoing manager's licensed vendor's inventory seven (7) days prior to the day of the inventory count.

(f) If the incoming manager licensed vendor rejects all of the outgoing manager's licensed vendor's merchandise, the outgoing manager licensed vendor may be allowed two weeks to reduce his/her inventory, before ~~transfer of~~ transferring the facility. This two week period

90 must be approved by the BEP Operations Coordinator, ~~in consultation with~~ active
91 participation of the ECM chair.

92 (g) In order to expedite the processing of merchandise loans, the outgoing
93 ~~manager~~licensed vendor must provide a merchandise price list to the business consultant
94 and incoming ~~manager~~licensed vendor seven (7) days before the day of the inventory count.

PART 9. ASSIGNMENT OF LICENSED MANAGERS VENDORS [AMENDED]

1 **612:25-4-53. Assignment and transfer [AMENDED]**

2 (a) **Assignment.** The ~~State Licensing Agency (SLA)~~SLA administers a competitive
3 selection process to accomplish the assignment of primary facilities to qualified individuals.
4 The selection process established by the SLA provides that the ~~Elected Committee of~~
5 ~~Licensed Managers (ECM)~~ECM is an active participant in the selection of facility
6 ~~managers~~licensed vendors.

7 (b) **Transfer.** The SLA, ~~in consultation with active participation of the ECM board,~~ may
8 transfer a qualified licensed ~~managervendor~~ to a different ~~location~~facility of similar
9 complexity, ~~and income potential, and geographic location,~~ with the written consent of that
10 ~~licensed vendor, or due to that licensed vendor's failure to meet a standard identified in~~
11 ~~612:25-6-2 or commission of a terminable offense identified in 612:25-6-3, when it appears~~
12 ~~to be in the best interest of the licensed manager and/or the BEP. The SLA notifies~~will notify
13 the licensed ~~managervendor~~ and the ECM ~~board,~~ in writing, ~~by registered or certified mail~~the
14 ~~licensed vendor's preferred format,~~ of the transfer and the grounds for the transfer. The
15 transfer ~~policy~~administrative rule ~~cannot~~may not be used to circumvent the competitive
16 selection process.

17 (c) **Displaced Licensed Manager**licensed vendor.

18 (1) ~~A Displaced Licensed manager will have up to one (1) year to make application for a~~
19 ~~BEP facility that is comparable to his or her displaced facility.~~A displaced licensed vendor
20 is a licensed vendor who loses their facility due to circumstances which are beyond their
21 control.

22 (2) ~~A Displaced Licensed Manager will be given 15 bonus points in the next interview~~
23 ~~selection for a permanent placement in a BEP facility that is relatively comparable in~~
24 ~~complexity, financially and if possible, geographically.~~The date of displacement begins
25 on the first day it becomes evident that business operations cannot continue at the
26 displaced licensed vendor's facility.

27 (3) ~~A Displaced Licensed Manager could accept a satellite assigned facility that is not~~
28 ~~comparable to their recent displaced facility without surrendering their displaced bonus~~
29 ~~points and status.~~If available, a displaced licensed vendor may apply for a permanent
30 BEP placement at a facility that is financially and/or geographically comparable to their
31 former facility.

32 (4) ~~Should the Displaced Licensed Manager elect to accept the assigned satellite as his~~
33 ~~or her primary placement facility, then that Displaced Licensed Manager would~~
34 ~~surrender the displacement status with the agreement from the SLA and ECM.~~If a
35 displaced licensed vendor bids on a facility, they shall receive fifteen (15) bonus points
36 added to their final score.

37 (5) ~~The SLA will consult with the ECM Chair to determine beginning and expiration date~~
38 ~~of eligibility of the Displaced Licensed Manager and provide notice in the Licensed~~
39 ~~Managers preferred format.~~A displaced licensed vendor shall have up to two years to bid
40 on a facility which is geographically and financially comparable to their former facility,
41 after which their displaced licensed vendor exemption shall expire. Health insurance
42 benefits shall expire at the same time.

43 (6) A displaced licensed vendor may apply for a BEP satellite management opportunity
44 without forfeiting displacement status or bonus points. This option allows the licensed
45 vendor to continue to receive Oklahoma BEP state benefits.

46 (7) If a displaced licensed vendor elects permanent placement in a satellite or assigned
47 facility, the licensed vendor must agree to relinquish displaced licensed vendor status.

1 **612:25-4-54. Business enterprise vacancy announcement [AMENDED]**

2 (a) The procedure for announcing business enterprise openings is ~~a mail-out~~ an
3 announcement emailed or sent by accessible format to all licensed ~~managers~~ vendors,
4 licensed employees, and licensees.

5 (b) The announcement period will be ten working days.

6 (c) If available, the information in (1) through (9) of this Subsection will be contained ~~on~~ in,
7 and item (10) will be attached to, each announcement.

8 (1) ~~type~~ Type of business enterprise; ;

9 (2) ~~estimated~~ Estimated number of employees in the building and/or traffic flow, unless
10 security considerations prohibit release of such information; ;

11 (3) ~~location~~ Location of the business enterprise; ;

12 (4) ~~classification~~ Classification; ;

13 (5) ~~average~~ Average gross sales as reported ~~on~~ in monthly ~~report~~ reports for the previous
14 12 months; ;

15 (6) ~~for~~ For a new business enterprise, estimates of monthly gross sales based upon
16 potential patronage, with a disclaimer that this estimate is not a guarantee of sales; ;

17 (7) ~~application~~ Application due date; ;

18 (8) ~~name~~ Name and telephone number of the BEP business consultant; ;

19 (9) ~~name~~ Name and telephone number of the current ~~manager~~ licensed vendor; ; ~~and~~

20 (10) ~~a~~ A copy of an OTC Form A 100.

21 (d) ~~The following statement will be placed on all announcements. "All applicants are to be~~
22 ~~advised that any records provided with you application, including Business Plans, may be~~
23 ~~subject to the Oklahoma Open Records Act."~~ Prior to the distribution of any facility
24 announcement, the facility will be re-evaluated for proper classification.

1 **612:25-4-55. Qualifications [AMENDED]**

2 (a) In order to apply for ~~manager~~licensed vendor placement, an individual must hold a valid
3 license issued by the State Licensing Agency (SLA). In addition, the~~The~~ SLA may
4 require~~requires~~ prior program experience in the program before an individual will be
5 considered eligible to apply for "A" or "B" classification~~certain business enterprises~~enterprise
6 facilities, with the exception~~except as provided in subsection of (b) of this section. Certified~~
7 graduates of the BEP Training Program are only eligible to apply for Classification "C" or "D"
8 facilities with the exception of (b) of this section~~entry-level business enterprise facilities~~
9 unless otherwise determined appropriate by the BEP Operations Coordinator, with active
10 participation of the ECM. A location new to the BEP shall be designated as entry-level
11 program is to be classified "C" for the initial 90 days of operation. The BEP Operations
12 Coordinator, shall in consultation with the ECM Chairperson, will determine applicable the
13 need for any experience requirements, with active participation of the ECM, including
14 consideration of a new licensed vendor's experience level prior to entering the BEP.

15 (b) ~~Applicants who qualify for the next lower classification will be considered for interview~~
16 ~~when~~When no qualified applicants apply for a classification "A" or "B" facility
17 announcement~~posted business enterprise facility requiring higher levels of experience,~~
18 applicants who otherwise meet the requirements for a lower-level facility may be considered
19 for interview when it is deemed appropriate to do so by the BEP Operations Coordinator, in
20 consultation with the~~with active participation of the ECM Chairperson, including evaluation~~
21 of prior work history, supervisory experience, or other relevant experience obtained before
22 entry into the BEP.

23 (c) ~~Experience requirements for each classification are~~Minimum experience guidelines for
24 business enterprise placements are as follows:

25 (1) ~~Classification A~~Advanced-level facilities. Applicants will be restricted~~are generally~~
26 limited to individuals who have~~with~~ a minimum of three (3) years of total experience in
27 an Oklahoma Business Enterprise, including a minimum of~~at least one (1) year of~~
28 management experience. Deviations from this guideline may be considered by the BEP
29 Operations Coordinator, with active participation of the ECM, based on a licensed
30 vendor's prior experience or demonstrated competency.

31 (2) ~~Classification B~~Intermediate-level facilities. Applicants will be restricted~~are generally~~
32 limited to individuals who have~~with~~ a minimum of two (2) years of total experience in an
33 Oklahoma Business Enterprise, including a minimum of~~at least six (6) months of~~
34 management experience. Active participation of the ECM may be used to evaluate
35 equivalent experience gained prior to participation in the BEP.

36 (3) ~~Classification C~~Entry-level facilities. No prior BEP experience is required; however,
37 additional experience requirements may be applied for certain locations when~~except on~~
38 new locations as deemed appropriate by the BEP Operations Coordinator, in
39 consultation with the~~active participation of the ECM Chairperson, particularly when~~
40 evaluating a new licensed vendor's readiness based on experience prior to entering the
41 program.

42 (4) ~~Classification D~~Training or developmental facilities. No prior BEP experience is
43 required.

44 (d) ~~The BEP Operations Coordinator, in consultation with the ECM Chairperson, may~~
45 require additional BEP experience or relevant management experience on applications for
46 any facility placement, with active participation of the ECM, including consideration of

47 ~~Verified BEP~~verified experience from~~obtained in~~ another state may be consideredor relevant
48 non-BEP experience.

49 ~~(e) Applicants will not be eligible to apply for a business enterprise facility if any of the~~
50 ~~following conditions exist:~~

51 ~~(1) The applicant's cumulative total days of probation is sixty (60) or more days in the~~
52 ~~most recent twelve (12) months or the SLA has initiated suspension/termination~~
53 ~~proceedings against the licensed manager.~~

54 ~~(2) The applicant is not current with their merchandise loan payments.~~

55 ~~(3) The applicant is not current with his/her set-aside owed to the SLA.~~

56 ~~(4) Applicants have not scored at least an 80 on their performance evaluation.~~

57 ~~(5) Conditions 1-4 will not apply to new BEP training graduates.~~

58 ~~(f) Applicants must be eligible to obtain an Oklahoma Tax Permit and be in good standing~~
59 ~~with the Oklahoma Tax Commission (OTC) for assigned, transferred or satellite business~~
60 ~~enterprises. Along with each application, the applicant is to provide a signed OTC form A~~
61 ~~100 to determine their standing in relation to Sales Tax and Employee Withholding. The~~
62 ~~OTC form A 100 will be used on a one-time basis for a tax inquiry in relation to that~~
63 ~~announcement application only.~~

1 **612:25-4-56. Applications [AMENDED]**

2 (a) Applications must be received in the BEP Headquarters by the deadline date and time in
3 ~~order~~ to be considered. The applications may be mailed, emailed, faxed, or hand delivered.

4 (b) Applications received by the announcement expiration date and time are reviewed to
5 determine if the applicant meets the basic qualifications.

6 (c) All eligible applicants will be scheduled for an interview with the Selection Committee.
7 Applicants who do not meet the basic qualifications will be notified in writing.

8 ~~Included with each application an~~ An OTC form A-100, Disclosure of Tax Information
9 Authorization, will be completed and submitted with each application. This form will be used
10 to ~~accomplish~~ complete a one-time inquiry ~~as to their~~ into the applicant's sales tax and tax
11 permit status. This form will be issued with the facility announcement.

1 **612:25-4-57. Applicant Selection Committee [AMENDED]**

2 **Selection Committee.** The Selection Committee shall be established and convened by
3 the SLA, with active participation of the ECM. The Selection Committee will consider
4 applicants for primary assignment. The Selection Committee shall make recommendation(s)
5 to the BEP Operations Coordinator or designee. The BEP ~~selection committee~~Selection
6 Committee is chaired by the BEP Operations Coordinator or designee. In addition to the
7 Committee Chair, committee membership shall~~Members include: one (1) member of the~~
8 SLA staff; two members of the SLAECM; one (1) individual approved by the BEP Operations
9 Coordinator and ECM Chair, who is not employed by or directly affiliated with the BEP but
10 who has demonstrated knowledge of the BEP and its financial Operations.~~staff, the area~~
11 ~~member of the ECM or alternate and the chairperson of the ECM or alternate (vice chair or~~
12 ~~secretary or another member of the ECM, in order). If no member of the ECM can serve in~~
13 ~~either capacity the BEP Operations Coordinator shall poll the licensed managers to~~
14 ~~complete the committee to complete the committee. No person can serve on the selection~~
15 ~~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~~ vendor at the end
3 of each calendar year. Performance evaluations will be conducted when a ~~manager~~ licensed
4 vendor applies for a facility or when a probationary period ends. All evaluations will be
5 based on data collected from the ~~manager's~~ licensed vendor's primary assigned facility and
6 will consist of the previous twelve (12) working ~~month's~~ months' information. If a Licensed
7 ~~Manager~~ licensed vendor does not have a primary facility, the satellite facility will be used, (in
8 accordance with BEP 612:25-4-53(c)(1-5). The ~~Licensed Manager~~ licensed vendor will be
9 advised of the results of any evaluation in writing. The ~~manager~~ licensed vendor will be
10 evaluated in the following areas:

11 (1) Tasks/responsibilities

12 (A) Timely submission and accuracy of all required monthly reports and payments
13 (set-aside and merchandise loan payments, if applicable).

14 (B) Accurately calculated gross profit percentage reported on monthly reports.

15 (C) Accurately calculated net profit percentage reported on monthly reports.

16 (D) Maintenance of an acceptable level of merchandise inventory (including
17 preventing the merchandise levels from falling below any outstanding merchandise
18 loan balance).

19 (E) Attendance at Agency and other certified training.

20 (F) Attendance at Quarterly ECM Meetings.

21 (2) Work Habits

22 (A) Provides preventive maintenance and appropriate cleaning/sanitation.

23 (B) Merchandise displayed, rotated, and stocked sufficiently.

24 (C) Maintains required ~~insurances~~ insurance.

25 (D) Maintains agreed upon hours of operation.

26 (E) Maintains professional relationships with customers and grantors.

27 (b) When a ~~Licensed Manager~~ licensed vendor applies for a facility, a performance
28 evaluation will be conducted to determine their eligibility to apply. To be eligible, the
29 ~~manager~~ licensed vendor must score at least 80 of the available 100 points. Any score
30 above 80 will accrue to the benefit of the licensed ~~manager~~ vendor in that selection process
31 by adding it to their total score. If there is a second interview conducted, these points will
32 not be added to the total points of the second interview.

33 (c) For months for which data is not available, a one month's average will be determined
34 using the monthly point totals for the evaluation period. This amount will be added for each
35 month for which data is not available.

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 in-person interview.

4 (b) All personal information made available to the Selection ~~committee~~Committee and all
5 information discussed in the course of a selection is held confidential. Information will not be
6 released to any other individual, agency, or organization by Selection Committee members,
7 unless they are advised in writing by the SLA's legal counsel to release information.

8 (c) ~~An applicant~~A candidate who is not present at the appointed time for their interview will
9 have his/her name removed from consideration for ~~this location~~the facility unless the
10 applicant's failure to be present is due to reasonable extenuating circumstances ~~make them~~
11 ~~unable to appear~~ and a majority vote of the ~~selection committee~~Selection Committee agrees
12 to allow a change of the interview time.

13 (d) Following ~~every~~each interview, each Selection Committee member will complete a score
14 sheet ~~on evaluating the applicant~~candidate's interview and business plan. Members of the
15 Selection ~~committee~~Committee must complete their own score sheets before assisting
16 another member. After each interview, the scores from all score sheets ~~on the~~evaluating
17 each applicant will be totaled and averaged. Selection Committee members may not change
18 their scores for an applicant after scores for the applicant have been tabulated. The total
19 scores for all applicants will then be ranked.

20 (e) Any candidate ~~not scoring a minimum of 50 percent of the available points, not~~
21 ~~including seniority, performance evaluation, or displaced manager points, who does not~~
22 receive at least 50 percent of the available points on both the personal interview and
23 business plan will be deemed not qualified to manage the facility ~~being considered under~~
24 consideration.

25 (f) The ~~scores~~scores of the Chairperson of the Selection ~~Committee's score~~Committee will
26 not be added into the ranking unless ~~it~~there is a tie.

27 (g) Any agreement made ~~to~~with the Selection Committee by a selected candidate will be
28 transferred to an addendum in the ~~manager's agreement~~Licensed Vendor Agreement by the
29 BEP Operations Coordinator.

30 (h) ~~After all applicants' scores from the initial interview have been tabulated; a second~~
31 ~~interview will be given to the top scorer and any applicant whose total score is within 5~~
32 ~~points of the top score. The SLA will have the responsibility of convening the same~~
33 ~~Selection Committee and notifying all eligible applicants of the time and place of the second~~
34 ~~interview. The second interview will be governed by the same process rules as the initial~~
35 ~~interview described above. The final score used to rank candidates for placement into the~~
36 facility under consideration will be the total point value of the following:

37 (1) Personal interview scored from 0 to 50.

38 (2) Business plan scored from 0 to 26.

39 (3) Performance evaluation points accrued over 80, as allowed by 612:25-4-58(b).

40 (4) Seniority accrued at 0.25 points per year, as allowed by 612:25-4-14(j); and

41 (5) Displaced licensed vendor status valued at 15 points, as allowed by 612:25-4-
42 53(c)(4).

43 ~~(i) To determine the final rankings of the applicants, combine the personal interview points~~
44 ~~from the second interview to the combined point total of the first interview. If the final score of~~
45 ~~one or more candidates is within 5 points of the top ranked candidate, the top ranked~~
46 ~~candidate and those candidates with scores within 5 points of the top ranked candidate shall~~
47 ~~be given a second interview. The SLA will have the responsibility of convening the same~~
48 ~~Selection Committee and notifying all eligible applicants of the time and place of the second~~
49 ~~interview. The second interview will be governed by the same procedural rules as the initial~~
50 ~~interview described above and scored from 0 to 50 points.~~

51 ~~(j) The initial interview scoring shall be based on the following factors: If a second interview~~
52 ~~is required, the final candidate rankings shall be determined by adding each candidate's~~
53 ~~second interview score to their previous total score determined by 612:24-59(h).~~

54 ~~(1) Personal interview;~~

55 ~~(2) Business Plan;~~

56 ~~(3) Performance evaluation points accrued over 80;~~

57 ~~(4) Seniority; and~~

58 ~~(5) Displaced Licensed Manager point.~~

59 ~~(k) Once a selection is made, or a second interview is determined to be necessary, all~~
60 ~~individual applicants who received a personal interview will be immediately notified of their~~
61 ~~result. This notification will be in writing, and with an attempt will be made to be~~
62 ~~contacted contact each applicant by phone.~~

1 **612:25-4-60. ~~Ninety-day~~Ninety-day replacement [AMENDED]**

2 If the licensed ~~managervendor~~ defaults on the ~~Manager's~~Licensed Vendor Agreement
3 for any reason (i.e. resignation, removal by the SLA, or death) during the first 90 days from
4 the date of selection, the BEP Operations Coordinator will, following such default and
5 completion of any resulting due process action, offer the business enterprise to the applicant
6 who ~~ranked second~~scored the next highest in the previous selection process. If the second
7 person decides to remove his/her name from consideration, it will be offered to the next
8 applicant with the highest accumulated points. In the event of a tie, or ~~thereif~~ two (2) or more
9 applicants' total scores are scores within five (5) points of the now highest rankinghighest-
10 ranking score, the procedures identified in 612:25-4-59 will be followed. This procedure will
11 be exercised until a qualified licensed ~~managervendor~~ accepts the business enterprise. If all
12 ~~the~~ applicants have removed their names from consideration, a determination will be made
13 by the BEP Operations Coordinator, ~~in consultation with~~ Active Participation of the ECM
14 ~~Chairperson~~, to combine, remove, re-announce, or satellite the business enterprise.

612:25-4-61. Satellite business enterprise locations [AMENDED]

(a) A business enterprise facility will be considered a satellite and may be assigned to a licensed ~~manager~~vendor on a temporary basis when:

(1) the regular selection process does not produce a permanent licensed ~~manager~~vendor,

(2) a licensed ~~manager~~vendor has been removed by the SLA, or

(3) when a business enterprise is vacated by a ~~Licensed Manager~~licensed vendor without giving the SLA at least 30 ~~days~~days' notice, ~~or~~

(4) when notification of a new business enterprise is received by the SLA from a federal, state, county or private entity with less than a 30 day notice.

(b) The BEP Operations Coordinator, ~~in consultation with the Chairperson of the Elected Committee of Licensed Managers,~~ with active participation of the ECM, may assign a licensed ~~manager~~vendor to a satellite business enterprise. The length of the agreement for a temporary assignment will be until the regular selection process can generate a permanent licensed ~~manager~~vendor, but not less than 180 days, unless a shorter period is agreed upon by the satellite ~~manager~~vendor. ~~In order to~~To achieve an equitable distribution of satellite business enterprises, a licensee that currently operates a satellite location will not be eligible for an additional satellite unless there are no other qualified licensed ~~managers~~vendors interested. Licensed ~~Managers~~vendors who only qualify for lower facility classifications than the satellite under consideration may be assigned when it is deemed appropriate by the BEP Operations Coordinator, ~~in consultation with~~ active participation of the ECM ~~Chairperson~~.

(c) Satellite locations will be reviewed by the SLA, ~~in consultation with~~ active participation of the ECM, ~~board through consultation with the ECM chair person,~~ every 10 months for possible advertisement of permanent assignment, ~~adding add the location~~ in whole or in part to another business enterprise facility, continue the satellite assignment, or ~~issuing issue the~~ Grantor a temporary variance. The satellite ~~manager~~vendor will be kept informed when this will occur and the result of the review.

(d) The licensed ~~manager~~vendor may resign the satellite agreement with 30 ~~days~~days' written notice.

(e) The satellite business enterprise will be managed as a separate business location for all purposes except for insurance and the tax permit. It is the licensed ~~manager's~~vendor's responsibility to notify the Oklahoma Tax Commission and his or her insurance carrier of the ~~addition and when the commencement or termination of a satellite manager agreement has ended~~ Licensed Vendor Agreement.

(f) ~~If, after review,~~ a satellite assignment is to be continued by the current licensed ~~manager~~vendor, ~~after review,~~ the ~~manager~~vendor must:

(1) Score at least an 80 on the satellite performance evaluation.

(2) Be current with all BEP monthly reports and payments.

(g) Merchandise loans are not allowed for satellite facilities unless extenuating circumstances prevail and only after approval of ~~the~~ BEP Operations Coordinator in consultation with the ECM ~~chair person~~chairperson.

1 **612:25-4-62. Vending machine income [AMENDED]**

2 Collection, distribution, and use of income from vending machines on Federal
3 property shall be governed by applicable Federal rules. Income from non-Federal property
4 will follow the same rules.

PART 11. BUSINESS ENTERPRISE PROGRAM AUDITING AND DUE PROCESS

1 **612:25-4-72. Audits [AMENDED]**

2 The SLA reserves the right to develop audit procedures, with active participation of
3 the ECM. The SLA reserves the right to conduct audits, including the use of ~~third~~
4 ~~party~~ third-party auditors. The licensed ~~manager~~ vendor will be given a 30 calendar day
5 written notice.

1 **612:25-4-73. Due process [AMENDED]**

2 (a) **Due process overview.** The SLA provides procedures for the fair hearingshearing
3 of licensed ~~managers'~~vendors' grievances. These procedures provide each licensed
4 ~~manager~~vendor with the opportunity to seek remediation of dissatisfaction with any SLA
5 action arising from the operation of the BEP.

6 (b) **Informal administrative review.** It is the policy of the SLA to resolve complaints in
7 an expeditious and facilitative manner. These resolutions shall be accomplished through
8 the informal administrative review process whenever possible. A licensed
9 ~~manager~~vendor has the right to request a full evidentiary hearing at any time within
10 established due process ~~time lines~~timelines. These timelines are identified later in this
11 ~~policy~~administrative rule. Informal administrative reviews are at the discretion of the
12 licensed vendor and are not mandatory.

13 (1) Informal administrative reviews are conducted by the SLA staff person closest
14 to the problem who was not involved in the action resulting in the complaint, and
15 who can resolve the complaint in the most expeditious manner.

16 (2) The informal administrative review is to be completed within 30 calendar days of
17 receipt of the complaint ~~to~~by the appropriate SLA staff person.

18 (3) The results of the informal administrative review are to be reported in writing
19 within 15 calendar days to the BEP Operations Coordinator, with a copy going to
20 the licensed ~~manager~~vendor affected, in accessible format.

21 (c) **Full evidentiary hearings.** Licensed ~~managers~~vendors have the right to a full
22 evidentiary hearing to resolve dissatisfaction with any SLA action arising from the
23 operation or administration of the ~~Business Enterprise Program~~BEP.

24 (1) If the complaint cannot be resolved with an informal administrative review, or in
25 the absence of an informal administrative review, the licensed ~~manager~~vendor may
26 request a full evidentiary hearing. The request for a full evidentiary hearing must be
27 made to the BEP Operations Coordinator, in writing, within 30 calendar days from
28 the date the licensed ~~manager~~vendor receives the notification of adverse action, or
29 the written report of the informal administrative review. The request for a full
30 evidentiary hearing is to be sent by certified mail. Upon receipt, the BEP Operations
31 Coordinator will immediately forward the request to the ~~Visual Services~~DSBVI
32 Division Administrator. The ~~Licensed Manager~~licensed vendor submitting the
33 request for a full evidentiary hearing will be notified of the date ~~it~~on which the
34 request was forwarded to the Division Administrator.

35 (2) The licensed ~~manager~~vendor may be represented in the evidentiary hearing by
36 legal counsel, or other representation of the licensed ~~manager's~~vendor's choice,
37 and at the licensed ~~manager's~~vendor's expense.

38 (3) Reasonable ~~accommodations~~accommodation will be arranged by the SLA upon
39 the request of the licensed ~~manager~~vendor.

40 (4) The hearing will be scheduled by the SLA for a time and place convenient and
41 accessible to the licensed ~~manager~~vendor and the SLA staff involved in the hearing.
42 The licensed ~~manager~~vendor will be notified, in their preferred format, of the place
43 and time of the hearing and the right to be represented by legal or other counsel ~~in~~
44 writing.

45 (5) The hearing will be conducted by an impartial and qualified official with no
46 involvement or vested interest in the SLA, action at issue, or ~~with~~ the operation of
47 the affected business enterprise. The presiding officer will conduct the hearing in
48 accordance with State and/or Federal laws and rules governing the conduct of such
49 proceedings. ~~In any case, the~~ The hearing will be conducted in a manner that avoids
50 delay, maintains order, and provides for a full recording and reporting of the
51 proceedings ~~so that~~ to ensure a full and true disclosure of the facts and issues
52 occurs.

53 (6) The hearing officer's determination will be based upon the facts as presented by
54 both parties and upon applicable law and the existing rules of the SLA. The hearing
55 officer does not have the power to rule upon the legality or construction of the rules
56 themselves. The officer's decision will determine the relevant issues and facts to be
57 ruled upon.

58 (7) The hearing officer shall make a written report of the evidence presented, the
59 laws and rules used in determining a resolution, and the resolution itself. This report
60 shall be issued to the BEP Operations Coordinator and the licensed
61 ~~managervendor~~, or his/her authorized representative within 15 calendar days of the
62 conclusion of the full evidentiary hearing.

63 (8) The hearing officer's report shall be issued to the Director of the SLA within 15
64 calendar days of the conclusion of the full evidentiary hearing. The SLA Director
65 issues his or her final written decision to the BEP Operations Coordinator and the
66 licensed ~~managervendor~~, in accessible format, within 30 calendar days of the date
67 on which he or she receives the hearing officer's report.

68 (9) If the licensed ~~managervendor~~ is dissatisfied with the decision, she or he may
69 request that the Secretary of the United States Department of Education (USDEED)
70 convene an arbitration panel.

1 **612:25-4-75. Arbitration of complaints after the evidentiary hearing [AMENDED]**

2 (a) The licensed managervendor has the right to file a request for arbitration with the
3 Secretary (USDEED) if dissatisfied with the outcome of the evidentiary hearing. By filing
4 a complaint with the Secretary (ED), the licensed managervendor consents to the
5 release of information necessary for the conduct of an ad hoc arbitration panel.

6 (b) The complaint must be filed in writing and must contain:

7 (1) a statement of the grievance;

8 (2) the date and place of the full evidentiary hearing;

9 (3) a copy of the decision and what actions have been taken because of the
10 decision;

11 (4) the part of the decision which is causing the dissatisfaction and reason for the
12 dissatisfaction; and

13 (5) a statement as to what is required to remedy the situation.

14 (c) The Secretary (USDEED) will convene an arbitration panel after receiving a
15 complaint which meets the requirements in (b) of this Section. The decision of the panel
16 will be final, except as provided for in 20 U.S.C. 107d-2. The Secretary (ED) will pay the
17 reasonable costs for the arbitration. ~~An abstract of the arbitration decision will be~~
18 ~~published in the Federal Register. The decision of the arbitration panel will be published~~
19 ~~on the RSA website.~~ The panel will be convened by the Secretary (ED) in accordance
20 with (1) through (4) of this Subsection.

21 (1) The SLA shall designate one member of the panel.

22 (2) The licensed managervendor shall designate one member of the panel.

23 (3) The designees of the SLA and the licensed managervendor shall together
24 designate the third panel member, who shall not be an employee of the SLA. This
25 member shall be the chairperson of the panel.

26 (4) If the SLA or licensed managervendor does not select a member for the panel,
27 the Secretary (ED) will designate such a member on the applicable party's behalf.

1 **612:25-4-76. Arbitration of SLA complaints against federal agencies [AMENDED]**

2 The SLA is to resolve problems related to the operation of a business enterprise
3 with the full participation of the licensed ~~manager~~vendor and the appropriate property
4 manager. The SLA may file a complaint with the Secretary (~~USDE~~ED) if it determines
5 that an agency controlling Federal property is not complying with the provisions of the
6 Randolph-Sheppard Act or U.S. ~~Department of Education~~ED regulations. After the
7 complaint is received, the Secretary (ED) will convene an arbitration panel. If the panel
8 finds that the Federal agency is in violation of the Act or ~~USDE~~U.S. ED regulations, that
9 Federal agency will be notified that it is expected to correct the violation according to 20
10 U.S.C. 107d-2. The Secretary (ED) ~~pays~~will pay the reasonable costs of this arbitration.
11 The decision resulting from the arbitration will be published in the Federal Register. The
12 arbitration panel will be convened by the Secretary (ED) in accordance with (1) through
13 (4) of this Subsection.

14 (1) The SLA will designate one member of the panel.

15 (2) The agency controlling the Federal property over which the dispute arose will
16 designate one member of the panel.

17 (3) The designees of the SLA and the agency controlling the property will designate
18 a third member who is not an employee of the agency controlling the Federal
19 property. This member will chair the panel.

20 (4) If either the SLA or the head of the Federal department, agency, or
21 instrumentality fails to designate a member of an arbitration panel, the Secretary
22 (ED) shall designate such member on behalf of such party.

**SUBCHAPTER 6. LICENSED MANAGERS VENDORS AND BUSINESS ENTERPRISE
OPERATION [AMENDED]**

PART 1. LICENSED MANAGERS VENDORS [AMENDED]

1 **612:25-6-1. Licensing requirements for managing a business enterprise**
2 **[AMENDED]**

3 (a) **Issuance and conditions of a license.** A license shall be issued by the SLA in
4 accordance with Federal regulations making the individual eligible to operate a business
5 enterprise. This license will be issued upon successful completion of the SLA training
6 program. This license shall be prominently displayed in the licensed ~~manager's~~ vendor's
7 business enterprise. Licensed ~~Managers~~ vendors whose facility consists of only vending
8 machines, must carry their BEP license with them. This license remains effective for an
9 indefinite length of time, unless terminated or suspended by the SLA in accordance with
10 State and Federal regulations. A license issued to a qualified individual is non-
11 transferable.

12 (b) **Termination of agreement or removal from a business enterprise.** The SLA,
13 with active participation of the ECM, may terminate a ~~manager's~~ licensed vendor's
14 agreement and/or immediately remove the licensed ~~manager~~ vendor from operation of a
15 business enterprise for ~~cause shown~~ failure to meet a standard identified in 612:25-6-2
16 or the commission of a terminable offense identified in 612:25-6-3. Termination of a
17 ~~manager's~~ licensed vendor's agreement or removal from operation of operating a
18 business enterprise does not necessarily mean that the ~~manager's~~ license will be
19 suspended or terminated ~~result in suspension or termination of the licensed vendor's~~
20 license. The licensed ~~manager~~ vendor has the right to a full evidentiary hearing when
21 dissatisfied with any ~~State Licensing Agency (SLA)~~ action, in accordance with BEP,
22 State, and Federal regulations.

23 (c) **Reinstatement of suspended or terminated license.** Reinstatement of ~~an~~
24 individual's BEP license for an individual can be accomplished by formally requesting
25 the SLA reinstate the BEP License within ~~a two year~~ years period from the date on which
26 the license was suspended or terminated. When the license is reinstated, the amount of
27 seniority/experience in the BEP will also be reinstated.

28 (d) **Termination of license.** A license automatically expires when the licensed
29 ~~manager~~ vendor is no longer a U.S. citizen, no longer meets the definition of legal
30 blindness, surrenders his or her license, resigns, retires, or dies. A license may be
31 terminated or suspended by the SLA, after affording the licensed ~~manager~~ vendor an
32 opportunity for a full evidentiary hearing in accordance with State and Federal
33 regulations ~~in accordance with~~ and BEP Rule 612:25-6-3.

34 (e) **Continuation of Benefits.** If a ~~Licensed Manager~~ licensed vendor has not worked in
35 the program for 1 year, ~~the Licensed Manager~~ licensed vendor has the option of paying
36 for his or her own benefits to continue coverage, rather than ~~and not~~ DRS. Examples of
37 benefits are medical insurance and retirement benefits.

1 **612:25-6-2. Standards for licensed ~~managers~~managersvendors [AMENDED]**

2 (a) The licensed ~~manager~~managervender will agree to the terms of the licensed
3 ~~manager's~~manager'svender's agreement, rules and regulations governing the ~~Business Enterprise~~
4 ~~Program~~BEP, and the permit or contract governing the specific business enterprise.

5 (b) The licensed ~~manager~~managervender will operate the business enterprise in accordance
6 with all applicable health laws and regulations, safety regulations and other federal,
7 state, county, and ~~municipality~~municipal laws and regulations applicable to the business
8 enterprise.

9 (c) The licensed ~~manager~~managervender will work cooperatively with authorized
10 representatives of the SLA in connection with their official responsibilities.

11 (d) The licensed ~~manager~~managervender will take proper care of the equipment and fixtures to
12 minimize repair and replacement costs. The licensed ~~manager~~managervender will be
13 responsible for repair or replacement costs when caused by the negligence of the
14 licensed ~~manager~~managervender or his or her employees, when the repair cost is below \$25.00,
15 or when repairs are not authorized by the BEP. In the event of withdrawal from the
16 business enterprise for any reason, the licensed ~~manager~~managervender will leave all SLA-
17 owned equipment to the disposal of the SLA.

18 (e) The licensed ~~manager~~managervender will collect and pay sales tax as required.

19 (f) The licensed ~~manager~~managervender will be responsible for substitute operation.

20 (g) The licensed ~~manager~~managervender will not take action inconsistent with the paramount
21 right, title, and interest of the SLA to business enterprise equipment.

22 (h) The licensed ~~manager~~managervender will accept the agreement and any modifications
23 subject to the policies, rules, and regulations of the SLA as they exist or are modified.

24 (i) The licensed ~~manager~~managervender will keep records of gross sales, merchandise
25 purchased, and other financial transactions for the business enterprise.

26 (j) The licensed ~~manager~~managervender will complete and submit all necessary Federal and
27 State reports and payments as required for each individual business enterprise.

28 (k) The licensed ~~manager~~managervender will convey a positive public image.

29 (l) The licensed ~~manager~~managervender will maintain appropriate professional relationships
30 with purveyors, customers, and building officials as in (1) through (3) of this Subsection.

31 (1) Relationships with ~~purveyor~~purveyors. The licensed ~~manager~~managervender is free to
32 choose the purveyor from whom he/she is to make purchases, provided, however,
33 that such purveyor is established and reputable.

34 (2) Relationships with customers. To serve the best interest of the public, the
35 licensed ~~manager~~managervender and his/her employees will provide prompt and courteous
36 service to all customers.

37 (3) Relationships with building officials. The licensed ~~manager~~managervender will comply
38 with all reasonable requests concerning the operation of a business enterprise that
39 may be made by officials of the building in which the enterprise is located, provided

40 that such requests do not conflict with the agreement and the rules and regulations
41 issued by the SLA as contained herein. If differences should arise between the
42 licensed ~~managervendor~~ and the grantor, the licensed ~~managervendor~~ shall bring
43 the matter to the immediate attention of the BEP business consultant for appropriate
44 action.

45 (m) The licensed ~~managervendor~~ will supervise employees in a manner that promotes
46 quality customer service.

47 (n) The licensed ~~managervendor~~ will maintain and display current licenses and permits,
48 including their BEP license, in the business enterprise, or in the case of a facility of only
49 vending machines, they will be carried with the ~~Licensed Manager~~ licensed vendor.

50 (o) The licensed ~~managervendor~~ will comply with all regulations and laws governing the
51 possession and/or use of firearms, weapons, alcohol and other drugs.

52 (p) When a licensed ~~managervendor~~ starts or buys a similar business, the licensed
53 ~~managervendor~~ must make assurances to the SLA that the two businesses will not
54 intermingle in any manner, and that the merchandise of the two businesses will be in
55 separate locations. At no time will ~~state-owned~~ state-owned equipment be used in the
56 private business.

57 (q) A licensed vendor is expected to visit their facility at least once per month to ensure
58 its proper operation.

1 **612:25-6-2.1. Probation [AMENDED]**

2 (a) **Scope.** A licensed ~~manager~~vendor who is not meeting all of the requirements or
3 qualifications set forth in the BEP rules and regulations, or a licensed ~~manager~~vendor
4 who is not managing the business enterprise in a proper manner, may be placed on
5 probation by the BEP Coordinator ~~along with notification to~~ of the ECM Chair. Intensive
6 review/consultation will be provided during the probationary period. The period of the
7 probation will be used to focus on specific problem areas, and attempts will be made to
8 improve the licensed ~~manager's~~vendor's performance. This is the first step in the
9 disciplinary process. If proper results are not achieved, suspension or termination of the
10 BEP License will be necessary.

11 (b) **Initiation of probation procedure.** The BEP Operations Coordinator will place
12 licensed ~~managers~~vendors on probation through a probation letter. The business
13 consultant will deliver, read and explain the letter of probation to the licensed
14 ~~manager~~vendor. The business consultant and licensed ~~manager~~vendor will then sign
15 the probation letter. The original is given to the licensed ~~manager~~vendor in his or her
16 preferred format; ~~one~~One copy will be returned to the BEP Operations Coordinator, and
17 one copy will be mailed to the Chairperson of the ~~Elected Committee of Licensed~~
18 ~~Managers~~ECM.

19 (c) **Probationary letter.** The probationary letter will specify the cause(s) for placing the
20 ~~manager~~licensed vendor on probation and the rules that have been violated. It will
21 clearly state the terms of the probation, including the length of the probationary period,
22 the remedial action required, and the consequences of failure to take remedial action. A
23 statement will be included which indicates it has been read and understood by the
24 licensed ~~manager~~vendor. The probationary letter will be signed and dated followed by a
25 space for the licensed ~~manager's~~vendor and his/her business consultant's consultant
26 signature, and the date. This acknowledgement does not imply that the licensed
27 ~~manager~~vendor agrees with the issues identified, but rather, that he/she understands
28 the terms of his/her probation. Refusal to sign does not invalidate the letter.

29 (d) **Probationary periods.** Probationary periods are usually 30 to 90 days, at the
30 discretion of the BEP Operations Coordinator, but may be longer or shorter as
31 circumstances warrant. The exact period of probation will be specified in the
32 probationary letter.

33 (e) **Consequences.** The ~~Licensed Manager~~licensed vendor or the business consultant
34 may submit a request to the BEP Operations Coordinator that the licensed
35 ~~manager~~vendor be taken off probation whenever the licensed ~~manager's~~vendor's
36 performance improves to a satisfactory level. If remedial action does not result in
37 improved performance within the time specified, the BEP Operations Coordinator, will
38 notify the ECM Chair, and may recommend that:

39 (1) the SLA Director transfer the licensed ~~manager~~vendor to a more suitable
40 business enterprise;

41 (2) the probationary period be extended; and/or

42 (3) the SLA Director, with active participation of the ECM, will terminate the
43 ~~Managers~~Vendor Agreement and suspend/terminate the licensed
44 ~~manager's~~vendor'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)
3 through ~~(15)~~17 of this Subsection.

4 (1) Failure to open the assigned business enterprise, as stated in the
5 permit/contract with the grantor agency, without prior proper approval from the SLA
6 (abandonment of business enterprise).

7 (2) Defrauding any agency of the government (including the SLA), or any purveyor,
8 or failure to pay monies due, including taxes, fees, or assessments to any
9 governmental entity or purveyor.

10 (3) Failure to file required monthly reports with the SLA or failure to
11 comply/cooperate with audits conducted by the SLA or other State or Federal
12 agencies.

13 (4) Failure to maintain the required insurance coverage.

14 (5) ~~The Failure to operate the business enterprise is not being operated in~~
15 accordance with the rules and regulations, terms and conditions of the permit with
16 the grantor agency, or the terms and conditions of the business enterprise
17 ~~manager's agreement~~Licensed Vendor Agreement.

18 (6) Intentional abuse, neglect, unauthorized use or removal of the business
19 enterprise equipment; or failure to properly maintain the equipment in a clean and
20 operating manner within the scope of the licensed ~~manager's~~vendor's level of
21 maintenance authorization.

22 (7) Substance abuse (alcoholic beverages, illegal drugs, etc.) while operating the
23 business enterprise; or other substance abuse that interferes with the operation of a
24 business enterprise.

25 (8) Operation of a business enterprise in such a way that the SLA's interest in
26 retaining the contract for the location is obviously endangered.

27 (9) Failure to comply with all Federal and State laws prohibiting discrimination and
28 failure to provide services without regard to race, gender, color, national origin,
29 religion, age, political affiliation, or disability.

30 (10) Determination by the SLA that the licensed ~~manager~~vendor no longer has the
31 necessary skills and abilities ~~for to~~ effectively ~~managing~~manage a business
32 enterprise.

33 (11) Use of the business enterprise to conduct unlawful activities.

34 (12) Failure to personally operate and manage the business enterprise in
35 accordance with the ~~manager's agreement~~Licensed Vendor Agreement.
36 Management means the personal supervision of the day-to-day operation of the
37 assigned BEP facility by the assigned ~~manager~~licensed vendor.

38 (13) Use of a third-party vendor to operate the assigned business enterprise facility.
39 However, licensed vendors may contract with entities for operation of an ATM
40 machine.

(14) Operating a motor vehicle. Under federal law, only individuals who meet the legal definition of blindness may be licensed to participate in the vending facility program under the Randolph-Sheppard Act [20 USC 107a(b) and 107e(1)]. Under Oklahoma driver licensing rules established by the Oklahoma Department of Public Safety, individuals who are blind are not eligible to be licensed to operate motor vehicles.

(15) Intentionally representing ~~one's self~~oneself as an agent of the SLA or as an SLA official. The licensed ~~managervendor~~ is not allowed to negotiate or act on behalf of the SLA.

(16) Failure to pay an outgoing licensed vendor for product left in a BEP site, after agreement by both licensed vendors.

(17) Bullying, harassment, intimidation, or threatening behavior or communication of any kind—whether verbal, written, electronic, or physical—will not be tolerated toward any SLA personnel, licensed vendors, their families, personal property, program property, building site managers, purveyors, or customers. Prohibited Conduct Includes, but is not limited to:

(A) Verbal abuse, insults, slurs, or derogatory remarks.

(B) Threats of physical harm, intimidation, or acts intended to cause fear.

(C) Harassing phone calls, emails, texts, or other forms of communication.

(D) Spreading false or malicious information.

(E) Any behavior or communication that disrupts program operations or creates a hostile or unsafe environment.

(b) When the BEP Operations Coordinator determines that a BEP license should be suspended or terminated, the BEP Operations Coordinator will notify the ECM Chair and shall make a written recommendation to the Division Administrator. The Division Administrator shall then recommend to the SLA Director for action. The licensed ~~managervendor~~ shall be notified in his or her preferred format if action is to be taken. The BEP license may only be suspended or terminated after affording the licensed ~~managervendor~~ an opportunity for a full evidentiary hearing in accordance with BEP Rule 612:25-4-73. The licensed ~~managervendor~~ may be immediately removed from the operation pursuant to BEP Rule ~~612:25-6-1(c)~~612:25-6-1 pending the outcome of the evidentiary hearing.

1 **612:25-6-4. Use of service animals [AMENDED]**

2 Services ~~Animal~~animals and/or ~~Guide~~guide dog ~~Team~~teams will comply with all
3 regulatory ~~Laws~~laws and ~~Ordinances~~ordinances that govern the use of a ~~Service~~service
4 ~~Animal~~animal and/or ~~Guide~~guide ~~Dog~~dog.

PART 3. BUSINESS ENTERPRISES

1 **612:25-6-15. Setting aside of funds [AMENDED]**

2 (a) Set-aside charges paid by the licensed ~~manager~~vendor will be placed in a revolving
3 account maintained by the SLA. Set-aside charges will be re-evaluated yearly by the
4 SLA, ~~and the Elected Committee of Licensed Managers~~ECM, and RSA. Adjustments
5 will be made accordingly in the appropriate classification, with allowances for
6 reasonable charges for improving services, fluctuation of costs, and for program
7 expansion.

8 (b) Funds will be set aside only for the purpose of:

9 (1) maintenance and replacement of equipment;

10 (2) the purchase of new equipment;

11 (3) management services;

12 (4) assuring a fair minimum of return to licensed ~~managers~~vendors; ~~or~~and

13 (5) the establishment and maintenance of retirement or pension funds and health
14 insurance contributions.

15 (c) The licensed ~~manager's~~vendor's set-aside charges will be on a sliding scale of 0%
16 to not more than 12% of the net proceeds of the business enterprise during any one
17 month. The sliding scale will be in four classifications: Class A, B, C, and D (based on
18 prior year's performance).

19 (1) Class A ~~–12% of net proceeds, \$60,000 and above~~TBD as per above.

20 (2) Class B ~~–10% of net proceeds, \$25,000 to \$59,999~~TBD as per above.

21 (3) Class C ~~–6% of net proceeds, \$10,000 to \$24,999~~TBD as per above.

22 (4) Class D ~~–0% of net proceeds, \$9,999 and below~~TBD as per above.

23 (d) The BEP Operations Coordinator, with active participation of the ECM, will review
24 and set classification amounts annually. Classification amounts will be kept by the
25 secretary of the ECM and Business Manager or designee of the SLA. Classification
26 amounts will be sent out to all licensed vendors and SLA staff in their preferred format.
27 The Business manager will communicate any changes to the SLA finance department
28 for accurate accounting practices.

29 ~~(e)~~ A licensed ~~manager~~vendor will submit his/her set-aside payment to the BEP office
30 on or before the 25th of the current calendar month. If the 25th falls on a weekend, the
31 payment is due in the BEP office no later than the close of business on the last
32 business day prior to the 25th. Set-aside payments may be mailed to the BEP office. To
33 be considered on time, they must be postmarked by the 21st of the month for regular
34 mail or the 22nd for overnight mail. If these dates fall on a day ~~where~~when the post
35 office is closed, they must be postmarked the day before. If the set-aside payment is
36 late the SLA shall notify the ~~manager~~licensed vendor by phone on the next business
37 day following the due date. If the accurate set-aside payment is not received in the BEP
38 office by the due date, the licensed ~~manager~~vendor will be placed on probation and

39 assessed a \$50 late charge. If the licensed ~~manager's~~vendor's overdue ~~set-aside~~set-
40 aside payment is not received in the BEP office by the due date in the succeeding
41 month (i.e. is over one month late), the ~~manager~~licensed vendor will be is-assessed
42 another \$50 late fee. If the first and second payments are not received by the time the
43 third report is due, the licensed ~~manager's~~vendor's agreement will be cancelled and the
44 BEP licenses will be suspended, unless an alternate payment schedule has been
45 approved in advance by the SLA. Failure to pay monthly set-aside in a timely manner
46 three or more times within any ~~twelve-month~~twelve-month period will result in formal
47 disciplinary action.

48 (ef) If a business enterprise should show a marked change in net proceeds, a request
49 for reclassification may be made by the licensed ~~manager~~managervendor or the SLA after 90
50 days. Each licensed ~~manager~~managervendor will be notified of changes in set-aside charges,
51 and the new percentage of net proceeds will be due at the time of the next monthly
52 report due date, following the mailing of notice to the licensed ~~manager~~managervendor. The
53 licensed ~~manager~~managervendor will start paying the higher or lower percentage of set-aside
54 with the next report due following notification.

55 (fg) All new business enterprises will be placed in class C for 90 days, at which time the
56 SLA will review the business enterprise for reclassification and notify the licensed
57 ~~managervendor~~ of changes in set-aside charges, ~~and the~~The new percentage of net
58 proceeds shall be effective at the beginning of the first business month following the
59 mailing of notice to the licensed ~~manager~~managervendor.

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) ~~SLA~~, in consultation with the ECM, ~~board through consultation with ECM~~
4 ~~chair person~~ based on the Business Enterprise Program (BEP) BEP's calculation of
5 potential business profitability, estimated installation costs, available SLA resources,
6 and the BEP's recommendation. Information used for calculation of business profitability
7 will be 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 the number of prospective customers;
- 15 (8) anticipated longevity of the potential facility;
- 16 (9) geographic location; and
- 17 (10) additional information as determined necessary.

1 **612:25-6-17. Contracts and permits for business enterprise facilities [AMENDED]**

2 When it is determined that a business enterprise is feasible and when agreements
3 are ready to be made with the grantor, one of four types of arrangements will be
4 adopted with the grantor.

5 (1) **Private industry.** Agreements made with private industry are on a contract
6 basis and sometimes require a percentage payment.

7 (2) **State and local government.** State and local government location agreements
8 are made when Application for Authority to Establish a business enterprise in a
9 State, County or Municipal Building is signed.

10 (3) **Federal property - business enterprise.** The United States Department of
11 Education form, Application and Permit for the Establishment of a business
12 enterprise on Federal and other Property, is the instrument, or formal agreement
13 governing the establishment of a business enterprise. Procedures and conditions
14 pertaining to the permit are contained in the regulations [34 ~~CFR~~C.F.R. § 395.34].

15 (4) **Federal property - cafeteria facility.** Contracts may be required for the
16 operation of a cafeteria on federal property. These contracts sometimes specify
17 such things as costs of items, brand names, portion size and other conditions of
18 agreement between the federal agency and the SLA.

1 **612:25-6-18. Establishing licensed ~~managers~~vendors in business enterprises**
2 **[AMENDED]**

3 ~~Business Enterprise Program (BEP)~~BEP staff will provide consultation and
4 assistance to accomplish the installation of licensed ~~managers~~vendors in business
5 enterprises. Steps in the installation process will include the following:

6 (1) BEP staff will orient the new licensed ~~manager~~vendor to the business enterprise
7 as needed.

8 (2) An inventory of the outgoing ~~Licensed Manager's~~licensed vendor's merchandise
9 that will be acquired by the incoming ~~Licensed Manager~~licensed vendor will be
10 performed by the outgoing and incoming licensed ~~managers~~vendors, with oversight
11 by the BEP. The outgoing licensed ~~manager~~vendor or designee, incoming licensed
12 ~~manager~~vendor or designee, and a representative from the BEP must be present
13 when the merchandise is counted. The outgoing ~~Licensed Manager~~licensed vendor
14 must provide a merchandise price list to the BEP and incoming ~~Licensed Manager~~
15 licensed vendor or their designee (7) ~~seven~~7 days before the day the merchandise
16 is counted. The completed merchandise inventory is signed by both outgoing and
17 incoming licensed ~~managers~~vendors, accepting the count of merchandise. All items
18 not being acquired by the incoming ~~Licensed Manager~~licensed vendor must be
19 removed from the facility prior to the incoming ~~Licensed Manager~~licensed vendor
20 taking responsibility for the facility. The outgoing licensed ~~manager~~vendor or their
21 designee and the incoming licensed ~~manager~~vendor or their designee ~~is~~are
22 responsible for removing and counting all currency prior to the date of the
23 merchandise inventory count. The BEP Operations Coordinator shall develop and
24 implement equipment and merchandise inventory ~~procedures~~procedures, with
25 active participation of the ECM. These procedures will be read by the business
26 consultant to the outgoing and incoming ~~managers~~licensed vendors prior to the
27 ~~actual initiation of the physical inventory~~, to ensure that both the outgoing and
28 incoming ~~managers~~licensed vendors understand ~~these~~the procedures.

29 (3) The BEP will assist the incoming licensed ~~manager~~vendor in procuring initial
30 merchandise for sale and will arrange for the licensed ~~manager~~vendor to obtain a
31 merchandise loan, as necessary and in accordance with agency
32 ~~policy~~administrative rule(s).

33 (4) An equipment inventory ~~is completed~~will be completed, and the incoming
34 licensed ~~manager~~signs ~~vendor will sign~~ the inventory sheet and ~~assume~~to assume
35 responsibility for the equipment.

36 (5) The BEP will assist the incoming licensed ~~manager~~vendor in filling out any
37 insurance or retirement enrollment or change forms as necessary.

38 (6) The BEP will verify that workers compensation and liability insurance on the
39 business enterprise are in effect. The business enterprise will not be opened by the
40 new licensed ~~manager~~vendor until this is verified.

41 (7) The BEP will provide the incoming licensed ~~manager~~vendor with a copy of the
42 permit/contract in effect for the business enterprise.

43 (8) The BEP will provide the incoming licensed ~~manager~~vendor with a supply of the
44 forms required by the SLA ~~relative~~related to the business enterprise operation.

(9) The incoming licensed ~~manager~~ manager/vendor must read and sign a licensed ~~manager's~~ manager's vendor agreement before assuming the operation of any business enterprise. If needed, BEP staff will read the agreement to the ~~manager~~ manager licensed vendor and/or provide the agreement in the accessible format required by the ~~manager~~ manager licensed vendor.

(10) The business consultant will remain assigned to the business enterprise for no less than 6 months following the transfer, based upon agreement with all stakeholders involved with the site, to ensure a smooth business operation. If possible, the incoming licensed vendor will be available one week prior to the opening of the facility to become familiar with the business, discuss BEP requirements and business issues with BEP consultant, and arrange for purchase of initial stock. The business consultant will inform the incoming licensed vendor of options for procuring initial stock, assist with procurement of stock, and arrangement for a merchandise loan, if necessary.

(11) If the facility is to be closed while inventory is being conducted, sufficient and proper notice must be given to the grantor and customers. Deposits and personal equipment are not to be included in the inventory. Arrangements may be made between outgoing and incoming licensed vendors for these items. Receipts collected for the pricing of merchandise should be returned to the outgoing licensed vendor at the conclusion of the pricing phase.

1 **612:25-6-19. Employees of the licensed ~~managervendor~~ [AMENDED]**

2 (a) The BEP has no direct responsibility over the employees of licensed
3 ~~managervendors~~. If a complaint is filed by a customer or grantor against an employee
4 of a licensed ~~managervendor~~, or an employee-related problem is brought to the
5 attention of BEP staff, the business consultant will bring the complaint/problem to the
6 attention of the licensed ~~managervendor~~. A business consultant may make suggestions
7 as to the action that needs to be taken, however the responsibility lies with the licensed
8 ~~managervendor~~ ~~as to~~ regarding disciplinary action toward the business enterprise
9 employee.

10 (b) In the event the grantor requests an employee of a licensed ~~managervendor~~ be
11 terminated/suspended, the information will be presented to the licensed ~~managervendor~~
12 immediately by personal contact or phone call followed by written memorandum
13 indicating the reason for the requested suspension or termination.

14 (c) The business consultant will immediately notify the SLA state office by
15 memorandum for insurance and retirement purposes when a licensee ~~starts to work~~
16 ~~for~~ begins or ends employment with another licensed ~~managervendor~~ ~~or quits~~.

17 (d) Licensed ~~managervendors~~ are to take affirmative action to employ and advance
18 qualified individuals with disabilities in accordance with applicable federal and state
19 laws.

20 (e) Volunteer labor is permitted in a business enterprise; however, the volunteer must
21 be covered by insurance in the event of injury. This insurance coverage will be
22 documented in the SLA state office ~~prior to~~ before the individual's ~~actual work~~ individual
23 may work in a business enterprise.

1 **612:25-6-20. Closing a business enterprise [AMENDED]**

2 (a) A business enterprise may be closed immediately by the SLA, the grantor, any
3 government agency or the licensed ~~manager~~vendor when an emergency ~~situation~~
4 occurs, such as: ~~when a life threatening situation, or a health or safety hazard exists.~~
5 Notice of the ~~closing~~closure should be made as soon as possible to the SLA and the
6 grantor.

7 (b) The business enterprise will ~~also~~ be closed immediately for failure to have proper
8 insurance verification for liability and workers' compensation insurance.

9 (c) The business enterprise may be closed for short periods of time with prior written
10 approval from the SLA and the grantor.

11 (d) The SLA's policy is to operate business enterprises that have the potential to
12 produce net profit returns for licensed ~~managers~~vendors which will enable them to live
13 ~~self-sufficiently~~self-sufficiently and with dignity within their communities. Additional
14 consideration is given to the ~~amount of~~ return on investment as ~~related~~it relates to
15 expenditures for capital outlay, management services overhead, and other expenses of
16 operation. Anytime a licensed ~~manager~~vendor vacates a business enterprise, the
17 business consultant will ~~re-evaluate~~reevaluate the business enterprise if it generates
18 revenue below the program ~~net profit objective~~fair minimum return. A business
19 enterprise that lacks the potential to meet the SLA's ~~net profit~~fair minimum return
20 objective will be issued a temporary variance or added to another ~~location~~facility.

21 (e) If a licensed vendor loses part of their facility due to no fault of their own the SLA
22 should attempt to grow the facility until the licensed vendor's income returns to the
23 previously anticipated level.

1 **612:25-6-21. Business expenses [AMENDED]**

2 ~~Business expenses calculated as a flat rate percentage of gross sales may be~~
3 ~~deducted from gross sales on the licensed manager's monthly report to the SLA. The~~
4 ~~percentage of gross sales which may be reported as a business expense deduction~~
5 ~~shall be set by the Business Enterprise Program SLA, in consultation with active~~
6 ~~participation of the Elected Committee of Licensed Managers ECM, and shall be~~
7 ~~determined using available historical data and industry standards. The percentage rate~~
8 ~~will be reviewed annually to ensure it continues to reflect average monthly expenditures~~
9 ~~attributable to standard business expenses.~~

1 **612:25-6-22. Monthly reports [AMENDED]**

2 (a) **Content and when due.** Licensed ~~managers~~vendors must submit monthly
3 business enterprise financial reports to the SLA. Reports will contain data on gross
4 sales, merchandise purchases, payroll expense, business expense and other
5 information determined necessary to reflect business financial status and calculate
6 licensed ~~manager~~vendor set-aside, retirement and/or merchandise loan payments. The
7 monthly reports shall be for the following ~~time~~-period: the sixteenth (16th) day of the
8 previous calendar month to the fifteenth (15th) day of the current calendar month.
9 Monthly reports and payments due, if required, are due in the BEP office on or before
10 the 25th of the current calendar month. If the 25th falls on a weekend, the monthly
11 report is due in the BEP office no later than the close of business on the last business
12 day prior to the 25th. Monthly reports may be mailed to the BEP office. To be
13 considered on time, they must be postmarked by the 21st of the month for regular mail
14 or the 22nd for overnight mail. If these dates fall on a day ~~where~~when the post office is
15 closed, they must be postmarked the day before. The BEP shall notify the
16 ~~manager~~licensed vendor on the first business day following the 25th if the report is not
17 received. The BEP will review each monthly report for mathematical errors, correct loan
18 payment, correct set-aside payment, approved business expenses, and other factors
19 that will affect the accuracy of the report. The business consultant will sign the report
20 indicating that the report is correct, correct payments are attached (if required), and all
21 items in question have been discussed with the licensed ~~manager~~vendor.

22 (b) **Failure to file in a timely manner.** If the accurate monthly report and correct
23 payment due, if applicable, are not received in the BEP office by the due date, the
24 licensed ~~manager~~vendor will be placed on probation. If the 1st and second reports are
25 not received by the time the 3rd report is due, the licensed ~~manager's~~vendor's
26 agreement will be canceled, and ~~the~~their BEP ~~licenses~~license will be suspended.
27 Failure to file monthly reports in a timely manner three or more times within any ~~twelve~~
28 ~~month~~twelve-month period will result in formal disciplinary action.

29 (c) **Fee for reports.** The Agency maintains records for its use and may charge a
30 reasonable fee to supply copies of records to individuals. The agency will supply copies
31 of lost reports or other documents at 25 cents per page.

32 (d) **Timely submission.** ~~Receipt~~Timely submission requires receipt of an accurate
33 monthly report and correct payment, if applicable, on or before the due date in the BEP
34 office.

35 (e) **Returned Checks.** An insufficient fund check will be assessed a \$50.00 fee.

PART 5. THE ELECTED COMMITTEE OF LICENSED MANAGERS

1 **612:25-6-32. The Elected Committee of Licensed Managers [AMENDED]**

2 (a) Authority for Establishing an Elected Committee of Licensed Managers (~~ECM~~)ECM
3 is found in Section 107-B1 of Chapter 6A of Title 20 U.S., commonly referred to as the
4 Randolph-Sheppard Act.

5 (b) ~~Paragraphs (1) and (2) of this Subsection provide guidance in approaching the~~
6 ~~degree of participation by the ECM~~Through a process of good faith negotiations
7 ~~between the ECM and the SLA, the ECM will be given the opportunity to have~~
8 ~~meaningful input into the decision-making process in the formulation of program policies~~
9 ~~which affect licensed vendors. The SLA is charged with ultimate responsibility for the~~
10 ~~administration and operation of all aspects of the BEP.~~

11 ~~(1) Active participation means a process of good faith negotiations involving the~~
12 ~~ECM and the SLA. The Committee must be given the opportunity to have~~
13 ~~meaningful input into the decision-making process in the formulation of program~~
14 ~~policies which affect licensed managers.~~

15 ~~(2) The SLA is charged with the ultimate responsibility for the administration and~~
16 ~~operation of all aspects of the Business Enterprise Program.~~

17 (c) Functions of the Elected Committee of Licensed Managers ECM include: but are not
18 limited to:

19 ~~(1) Actively participate~~active participation with the SLA in the major administrative,
20 policy, and program development decisions affecting the overall administration of
21 the ~~Business Enterprise Program~~BEP;

22 ~~To receive and transmit~~the receipt and transmittal to the SLA grievances at the
23 request of licensed ~~managers~~vendors and serve as advocates for such
24 ~~managers~~licensed vendors in connection with such grievances;

25 ~~To actively participate~~active participation with the SLA in the development and
26 administration of a State system for the transfer and promotion of licensed
27 ~~managers~~vendors;

28 ~~To participate~~active participation with the SLA in developing training and
29 retraining programs for licensed ~~managers~~vendors;

30 ~~To sponsor~~sponsorship, with the assistance of the SLA, of meeting and
31 instructional conferences for licensed ~~managers~~vendors; and

32 ~~To participate~~active participation in setting out the method of determining the
33 charge for each of the purposes listed in (A) through (~~D~~) of this Paragraph.

34 (A) Maintenance and replacement of equipment;

35 (B) The purchase of new equipment;

36 (C) Management services;

37 (D) Assuring a fair minimum of return to vendors;

38 (E) The establishment and maintenance of retirement or pension funds, and/or
39 health insurance contributions, ~~if it is so determined by a majority vote of~~
40 ~~licensed managers, after the SLA provides to each licensed manager~~
41 ~~information on all matters relevant to such proposed purposes. [34 CFR~~
42 ~~395.9(b) and (c)]~~if, after SLA provides each licensed vendor with information on
43 all matters relevant to such proposed purposes, it is so determined by a
44 majority vote of licensed vendors.

45 (d) The ECM will be composed of licensed ~~blind~~ vendors. There will be an executive
46 committee with their duties and terms of office specified in the bylaws of the ECM.

47 (e) The SLA shall provide for the election of an ~~Elected Committee of Licensed~~
48 ~~Managers~~ECM which shall be fully representative of all licensed ~~managers~~vendors in
49 the BEP. [34 ~~CFR~~C.F.R. § 395.14]

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

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

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

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

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

12 (3) The SLA or designee and the ECM or designee are responsible for the
13 collection and tallying of votes.

14 (c) **Operation.** The ~~Elected Committee of Licensed Managers~~ECM shall operate
15 according to (1) through (3) of this Subsection.

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

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

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

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

**DEPARTMENT OF REHABILITATION SERVICES
SUMMARY OF 2027 ADMINISTRATIVE RULE AMENDMENTS**

CHAPTER 1. ADMINISTRATIVE OPERATIONS

SUBCHAPTER 3. ADMINISTRATIVE COMPONENTS OF THE DEPARTMENT

612:1-3-1. The Commission for Rehabilitation Services [AMENDED]

Rule Summary – amended revoking section (a). section (b) amends language adding that the members of the Commission of DRS shall be appointed according to 74, O.S. §166.2.

Reason for Amendment – to align with 74, O.S. §166.2 requirements.

Client Impact – no impact.

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

SUBCHAPTER 1. GENERAL PROVISIONS

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

Rule Summary – added new section (b) (1-2) authorizing the DRS Commission to use SSA reimbursements as an incentive program for direct service delivery staff if service costs are reimbursed for job placement of SSI or SSDI recipients. There is no limit on the quantity of incentive payments a counselor/technician can qualify for; however, the amount of incentive payments will be subject to commission approval. Payments will occur once per year.

Reason for Amendment – to align with Title 74, O.S. §166.8 (B) requirements.

Client Impact – no impact.

612:10-1-2. Definition [AMENDED]

Rule Summary – “Highly challenged” definition, section (H) amends “Deaf-Blindness” language to “deafblindness”. Revised “Support Service Providers” section amending “deaf-blind” to “deafblind”.

Reason for Amendment - amended to be consistent with current terminology, and align with RSA guidelines.

Client Impact – no impact.

SUBCHAPTER 3. CLIENT PARTICIPATION IN COST OF SERVICES

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

Rule Summary – amended (b) to add exempt services (1)-(6).

Reason for Amendment – amended to be consistent with current terminology, and align with RSA guidelines.

Client Impact – no impact.

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

PART 15. TRAINING

612:10-7-164. Personal and work adjustment training [AMENDED]

Rule Summary – (b)(2) adds instruction and extra processing time for client training using specialized accommodations, (b)(3) amends job title “Programs Manager” to “Program Manager” terminology.

Reason for Amendment – to provide clarification and be consistent with current terminology and align with RSA guidelines.

Client Impact – no impact. Amendment provides additional instructions and processing time when client receives training utilizing specialized accommodations.

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

612:10-7-196. Interpreter services [REVOKED]

Rule Summary – Rule revoked from Chapter 10 VR/SBVI.

Reason for Amendment – The VR/SBVI no longer oversee the program for interpreter services. Rule is relocated to newly developed Chapter 13 for interpreter services.

Client Impact – no impact.

612:10-7-205. Services to persons who are ~~deaf-blind~~deafblind [AMENDED]

Rule Summary – amended “deaf-blind” to read “deafblind” and similar terminology.

Reason for Amendment – amended to align with spelling to match use by Helen Keller National Center and current field of deafblind communities.

Client Impact – No impact.

PART 21. PURCHASE OF EQUIPMENT, OCCUPATIONAL LICENSES AND CERTIFICATIONS

612:10-7-222. Rehabilitation technology, assistive technology devices and assistive technology services [AMENDED]

Rule Summary – amended sections (c), (e). Removed sections (g), (h), (i). Renumbered sections accordingly.

Reason for Amendment – removed duplicate language and relocated sections under the correct service. Amended state and federal citations.

Impact on Client – no impact.

SUBCHAPTER 9. REHABILITATION TEACHING SERVICES

PART 5. SERVICES

612:10-9-37. Referral for Support Services [AMENDED]

Rule Summary – amended “deaf-blind” to read “deafblind”.

Reason for Amendment – amended to align with spelling to match use by Helen Keller National Center and current field of deafblind communities.

Client Impact – No impact.

SUBCHAPTER 11. INDEPENDENT LIVING SERVICES FOR OLDER INDIVIDUALS WHO ARE BLIND

PART 5. PROVISION OF SERVICES

612:10-11-42. Interpreter services [AMENDED]

Rule Summary – amended “deaf-blind” to read “deafblind”.

Reason for Amendment – amended to align with spelling to match use by Helen Keller National Center and current field of deafblind communities.

Client Impact – No impact.

SUBCHAPTER 13. SPECIAL SERVICES FOR THE DEAF AND HARD OF HEARING [REVOKED]

PART 1. SERVICE PROGRAMS [REVOKED]

612:10-13-1. Mission of the program [REVOKED]

Rule Summary – Rule revoked from Chapter 10 VR/SBVI.

Reason for Amendment – The VR/SBVI no longer oversee the program for interpreter services. Rule is relocated to newly developed Chapter 13 for interpreter services.

Client Impact – no impact.

PART 3. CERTIFICATION OF INTERPRETERS [REVOKED]

Part 3 Certification of Interpreters is revoked. The following rules apply:

612:10-13-14. Legal basis [REVOKED]

612:10-13-15. Certification levels [REVOKED]

612:10-13-16. Evaluation [REVOKED]

612:10-13-17. Evaluation team [REVOKED]

612:10-13-18. Fees [REVOKED]

612:10-13-19. Refunds [REVOKED]

612:10-13-20. Certification maintenance [REVOKED]

612:10-13-21. Code of ethics [REVOKED]

612:10-13-22. Grievance procedures [REVOKED]

612:10-13-23. Formal hearing [REVOKED]

612:10-13-24. Interpreter certification program advisory committee and interpreter quality committee [REVOKED]

Rule Summary – Rule revoked from Chapter 10 VR/SBVI.

Reason for Amendment – The VR/SBVI no longer oversee the program for interpreter services. Rule is relocated to newly developed Chapter 13 for interpreter services.

Client Impact – no impact.

CHAPTER 17. INTERPRETER SERVICES FOR THE DEAF AND HARD OF HEARING [NEW]

SUBCHAPTER 1. INTERPRETER SERVICES [NEW]

612:17-1-1. Mission and Purpose [NEW]

612:17-1-3. Authority [NEW]

612:17-1-5. Definitions [NEW]

Rule Summary – Chapter 17 is newly developed to relocate the revoked interpreter rules located in Chapter 10 VR/SBVI. Interpreter language has been amended to

improve clarity and ease of maintenance and to align with current terminology and regulations.

Reason for Amendment – The VR/SBVI no longer oversee the program for Interpreter Services. The program is relocated to Executive Services to better align with the organization's structure.

Client Impact – no impact. Amendments are not expected to impact the client.

SUBCHAPTER 3. INTERPRETER CONTRACTS AND SERVICE DELIVERY [NEW]

612:17-3-1. Purpose and scope [NEW]

612:17-3-3. Communication Access Services [NEW]

612:17-3-5. Interpreter Service Request [NEW]

612:17-3-7. Coordination and Assignment of Services [NEW]

612:17-3-9. Contracted Interpreters and Service Providers [NEW]

612:17-3-11. Cost of Service [NEW]

612:17-3-13. Claims and Compensation [NEW]

Rule Summary – Chapter 17 is newly developed to relocate the revoked interpreter rules located in Chapter 10 VR/SBVI. Interpreter language has been amended to improve clarity and ease of maintenance and to align with current terminology and regulations.

Reason for Amendment – The VR/SBVI no longer oversee the program for Interpreter Services. The program is relocated to Executive Services to better align with the organization's structure.

Client Impact – no impact. Amendments are not expected to impact the client.

SUBCHAPTER 5. INTERPRETER CERTIFICATION AND RESOURCES CENTER [NEW]

612:17-5-1. Purpose and Administration [NEW]

612:17-5-3. Notification of Intent to be Screened [NEW]

612:17-5-5. Screening Fees [NEW]

612:17-5-7. Scheduling of Screenings [NEW]

612:17-5-9. Assessment Team [NEW]

612:17-5-11. Screening Components [NEW]

612:17-5-13. Screening Levels [NEW]

612:17-5-15. Validity Period [NEW]

612:17-5-17. Registry [NEW]

612:17-5-19. Maintenance of Credentials [NEW]

612:17-5-21. Professional Conduct [NEW]

612:17-5-23. Complaints [NEW]

612:17-5-25. Appeal of Screening Results [NEW]

612:17-5-27. Confidentiality [NEW]

612:17-5-29. Advisory Committee [NEW]

Rule Summary – Chapter 17 is newly developed to relocate the revoked interpreter rules located in Chapter 10 VR/SBVI. Interpreter language has been amended to improve clarity and ease of maintenance and to align with current terminology and regulations.

Reason for Amendment – The VR/SBVI no longer oversee the program for Interpreter Services. The program is relocated to Executive Services to better align with the organization's structure.

Client Impact – no impact. Amendments are not expected to impact the client.

CHAPTER 25. BUSINESS ENTERPRISE PROGRAM

SUBCHAPTER 2. GENERAL PROVISIONS [AMENDED]

612:25-2-1. Purpose [AMENDED]

612:25-2-2. Mission of the Business Enterprise Program [AMENDED]

612:25-2-3. Federal legal authority [AMENDED]

612:25-2-4. State legal authority [AMENDED]

612:25-2-5. Definitions [AMENDED]

612:25-2-7. State and Federal Assurances Policy of non-discrimination [AMENDED]

612:25-2-8. Accessibility of written materials [AMENDED]

612:25-2-9. Conflict of interest [AMENDED]

SUBCHAPTER 4. THE STATE LICENSING AGENCY

PART. 1. ORGANIZATION AND GENERAL OPERATION STANDARDS

612:25-4-1. Organization of the State Licensing Agency [AMENDED]

612:25-4-4. Management services provided by the State Licensing Agency [AMENDED]

PART 3. BUSINESS ENTERPRISE PROGRAM TRAINING

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

612:25-4-15. Training for present licensed managersvendors [AMENDED]

Part 5. State Licensing Agency Responsibility for Business Enterprise Operations

612:25-4-25. Management of BEP equipment and fixtures [AMENDED]

612:25-4-26. Maintenance and replacement of business enterprise equipment [AMENDED]

612:25-4-27. Initial inventory and supplies [AMENDED]

PART 9. ASSIGNMENT OF LICENSED MANAGERS

612:25-4-53. Assignment and transfer [AMENDED]

612:25-4-54. Business enterprise vacancy announcement [AMENDED]

612:25-4-55. Qualifications [AMENDED]

612:25-4-56. Applications [AMENDED]

612:25-4-57. Applicant Selection Committee [AMENDED]

612:25-4-58. Annual and Performance Evaluations [AMENDED]

612:25-4-59. Interview, Selection Process and Scoring [AMENDED]

612:25-4-60. Ninety dayNinety-day replacement [AMENDED]

612:25-4-61. Satellite business enterprise locations [AMENDED]

612:25-4-62. Vending machine income [AMENDED]

PART 11. BUSINESS ENTERPRISE PROGRAM AUDITING AND DUE PROCESS

612:25-4-72. Audits [AMENDED]

612:25-4-73. Due process [AMENDED]

612:25-4-75. Arbitration of complaints after the evidentiary hearing [AMENDED]

612:25-4-76. Arbitration of SLA complaints against federal agencies [AMENDED]

SUBCHAPTER 6. LICENSED MANAGERSVENDORS AND BUSINESS ENTERPRISE OPERATION [AMENDED]

PART 1. LICENSED MANAGERSVENDORS [AMENDED]

612:25-6-1. Licensing requirements for managing a business enterprise [AMENDED]

612:25-6-2. Standards for licensed managersvendors [AMENDED]

612:25-6-2.1. Probation

612:25-6-3. Grounds for suspension or termination of a license [AMENDED]

612:25-6-4. Use of service animals [AMENDED]

PART 3. BUSINESS ENTERPRISES

612:25-6-15. Setting aside of funds [AMENDED]

612:25-6-16. Criteria to establish a business enterprise [AMENDED]

612:25-6-17. Contracts and permits for business enterprise facilities [AMENDED]

612:25-6-18. Establishing licensed managersvendors in business enterprises [AMENDED]

612:25-6-19. Employees of the licensed managervendor [AMENDED]

612:25-6-20. Closing a business enterprise [AMENDED]

612:25-6-21. Business expenses [AMENDED]

612:25-6-22. Monthly reports [AMENDED]

PART 5. THE ELECTED COMMITTEE OF LICENSED MANAGERS

612:25-6-32. The Elected Committee of Licensed Managers [AMENDED]

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

Rule Summary - The BEP rules received amendments in several Subchapters. BEP Rules were amended to align with current terminology and federal regulations. The majority of the revisions consist of amending “Licensed Manager” to “Licensed Vendor”. Additional revisions consist of amending acronyms.

Reason for Amendment – Rules are amended to align with current terminology and regulations. RSA approved revisions to the BEP rules.

Vendor Impact – no impact.

**STATE OF OKLAHOMA
DEPARTMENT OF REHABILITATION SERVICES AND
OKLAHOMA REHABILITATION COUNCIL**

PUBLIC HEARING

DRS ADMINISTRATIVE RULE AMENDMENTS

The Department of Rehabilitation Services will hold a Public Hearing to receive comments on proposed amendments to the Department's administrative rules. The proposed rules:

Chapter 1. Administrative Operations

Subchapter 3. The State Licensing Agency

Part 3. Administrative Components of the Department

612:1-3-1. The Commission for Rehabilitative Services [AMENDED]

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

Subchapter 1. General Provisions

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

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

Subchapter 3. Client Participation in Cost of Services

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

Subchapter 7. Vocational Rehabilitation and Services for the Blind and Visually Impaired

Part 15. Training

612:10-7-164. Personal and work adjustment training [AMENDED]

Part 19. Special Services for Individuals Who are Blind, Deaf, or have other Significant Disabilities

612:10-7-196. Interpreter services [REVOKED]

612:10-7-205. Services to persons who are ~~deaf-blind~~deafblind [AMENDED]

Part 21. Purchase of Equipment, Occupational Licenses and Certifications

612:10-7-222. Rehabilitation technology, assistive technology devices and assistive technology services [AMENDED]

Subchapter 9. Rehabilitation Teaching Services

Part 5.

612:10-9-37. Referral for Support Services [AMENDED]

Subchapter 11. Independent Living Services for Older Individuals who are Blind

Part 5. Provision of Services

612:10-11-42. Interpreter services [AMENDED]

Subchapter 13. Special Services for the Deaf and Hard of Hearing [REVOKED]

Part 1. Service Programs [REVOKED]

612:10-13-1. Mission of the program [REVOKED]

Part 3. Certification of Interpreters [REVOKED]

612:10-13-14. Legal basis [REVOKED]

612:10-13-15. Certification levels [REVOKED]

612:10-13-16. Evaluation [REVOKED]

612:10-13-17. Evaluation team [REVOKED]

612:10-13-18. Fees [REVOKED]

612:10-13-19. Refunds [REVOKED]

- 612:10-13-20. Certification maintenance [REVOKED]
- 612:10-13-21. Code of ethics [REVOKED]
- 612:10-13-22. Grievance procedures [REVOKED]
- 612:10-13-23. Formal hearing [REVOKED]
- 612:10-13-24. Interpreter certification program advisory committee and interpreter quality committee [REVOKED]

Chapter 17. Interpreter Services for the Deaf and Hard of Hearing [NEW]

Subchapter 1. Interpreter services [NEW]

- 612:17-1-1. Mission and purpose [NEW]
- 612:17-1-3. Authority [NEW]
- 612:17-1-5. Definitions [NEW]

Subchapter 3. Interpreter Contracts and Service Delivery [NEW]

- 612:17-3-1. Purpose and scope [NEW]
- 612:17-3-3. Communication access services [NEW]
- 612:17-3-5. Interpreter service request
- 612:17-3-7. Coordination and assignment of services [NEW]
- 612:17-3-9. Contracted interpreters and service providers [NEW]
- 612:17-3-11. Cost of services [NEW]
- 612:17-3-13. Claims and compensation [NEW]

Subchapter 5. Interpreter Certification and Resources Center [NEW]

- 612:17-5-1. Purpose and administration [NEW]
- 612:17-5-3. Notification of intent to be screened [NEW]
- 612:17-5-5. Screening fees [NEW]
- 612:17-5-7. Scheduling of screenings [NEW]
- 612:17-5-9. Assessment team [NEW]
- 612:17-5-11. Screening components [NEW]
- 612:17-5-13. Screening levels [NEW]
- 612:17-5-15. Validity period [NEW]
- 612:17-5-17. Registry [NEW]
- 612:17-5-19. Maintenance of credentials [NEW]
- 612:17-5-21. Professional conduct [NEW]
- 612:17-5-23. Complaints [NEW]
- 612:17-5-25. Appeal of screening results [NEW]
- 612:17-5-27. Confidentiality [NEW]

Chapter 25. Business Enterprise Program

Subchapter 2. General Provisions [AMENDED]

- 612:25-2-1. Purpose [AMENDED]
- 612:25-2-2. Mission of the Business Enterprise Program [AMENDED]
- 612:25-2-3. Federal legal authority [AMENDED]
- 612:25-2-4. State legal authority [AMENDED]
- 612:25-2-5. Definitions [AMENDED]
- 612:25-2-7. State and Federal Assurances Policy of non-discrimination [AMENDED]
- 612:25-2-8. Accessibility of written materials [AMENDED]
- 612:25-2-9. Conflict of interest [AMENDED]

Subchapter 4. The State Licensing Agency

Part. 1. Organization and General Operation Standards

- 612:25-4-1. Organization of the State Licensing Agency [AMENDED]
- 612:25-4-4. Management services provided by the State Licensing Agency [AMENDED]

Part 3. Business Enterprise Program Training

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

612:25-4-15. Training for present licensed ~~managers~~vendors [AMENDED]

Part 5. State Licensing Agency Responsibility for Business Enterprise Operations

612:25-4-25. Management of BEP equipment and fixtures [AMENDED]

612:25-4-26. Maintenance and replacement of business enterprise equipment [AMENDED]

612:25-4-27. Initial inventory and supplies [AMENDED]

Part 9. Assignment of Licensed Managers

612:25-4-53. Assignment and transfer [AMENDED]

612:25-4-54. Business enterprise vacancy announcement [AMENDED]

612:25-4-55. Qualifications [AMENDED]

612:25-4-56. Applications [AMENDED]

612:25-4-57. Applicant Selection Committee [AMENDED]

612:25-4-58. Annual and Performance Evaluations [AMENDED]

612:25-4-59. Interview, Selection Process and Scoring [AMENDED]

612:25-4-60. ~~Ninety-day~~Ninety-day replacement [AMENDED]

612:25-4-61. Satellite business enterprise locations [AMENDED]

612:25-4-62. Vending machine income [AMENDED]

Part 11. Business Enterprise Program Auditing and Due Process

612:25-4-72. Audits [AMENDED]

612:25-4-73. Due process [AMENDED]

612:25-4-75. Arbitration of complaints after the evidentiary hearing [AMENDED]

612:25-4-76. Arbitration of SLA complaints against federal agencies [AMENDED]

Subchapter 6. Licensed ~~Managers~~Vendors and Business Enterprise Operation [AMENDED]

Part 1. Licensed ~~Managers~~Vendors [AMENDED]

612:25-6-1. Licensing requirements for managing a business enterprise [AMENDED]

612:25-6-2. Standards for licensed ~~managers~~vendors [AMENDED]

612:25-6-2.1. Probation

612:25-6-3. Grounds for suspension or termination of a license [AMENDED]

612:25-6-4. Use of service animals [AMENDED]

Part 3. Business Enterprises

612:25-6-15. Setting aside of funds [AMENDED]

612:25-6-16. Criteria to establish a business enterprise [AMENDED]

612:25-6-17. Contracts and permits for business enterprise facilities [AMENDED]

612:25-6-18. Establishing licensed ~~managers~~vendors in business enterprises [AMENDED]

612:25-6-19. Employees of the licensed ~~managervendor~~ [AMENDED]

612:25-6-20. Closing a business enterprise [AMENDED]

612:25-6-21. Business expenses [AMENDED]

612:25-6-22. Monthly reports [AMENDED]

Part 5. The Elected Committee of Licensed Managers

612:25-6-32. The Elected Committee of Licensed Managers [AMENDED]

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

Copies of the proposed rules may be obtained from:

DRS Website www.okdrs.gov

E-mail tcalloway@okdrs.gov

Letter to the Policy Administration and Development Section, attention Tina Calloway, Department of Rehabilitation Services, 7301 Northwest Expressway, Suite 200, Oklahoma City, Oklahoma 73132 or by calling (405) 255-8761 – Toll free 1-800-845-8476.

PUBLIC HEARING WILL BE HELD
Thursday, December 17, 2026
2:00 PM - 3:00 PM

Attend in person

Department of Rehabilitation Services
7301 Northwest Expressway, Suite 200 – Security check-in required
Conference Room A – Public hearing location
Oklahoma City, OK 73132

or

Join ZoomGov Meeting

<https://www.zoomgov.com/j/1655237430?pwd=S9pgMva6XcmIW5XUzVr6PblanxFpIN.1>
Meeting ID: 165 523 7430
Passcode: 004250

If you would like to provide input but are unable to attend, written comments may be sent to the attention of Tina Calloway, Policy Administration and Development, Department of Rehabilitation Services, 7301 Northwest Expressway, Suite 200, Oklahoma City, Oklahoma 73132, by email tcalloway@okdrs.gov, or by calling (405) 255-8761 – Toll free 1-800-845-8476. All public comments must be received and post-marked no later than close of business on December 17, 2026.



Commission Minutes



Oklahoma Commission for Rehabilitation Services

DRAFT REGULAR MEETING MINUTES September 9, 2026

Disability Determination Services
9801 N. Kelley Avenue
Oklahoma City 73131-2433

Welcome, Roll Call and Determination of Quorum

Lindsay Hanna, Chair

The meeting was called to order at 10:30 a.m. by Commissioner Hanna with a quorum present: Janet Barresi, Wanda Felty, Lindsay Hanna, Kelsey Lee, and Noel Tyler. Kevin Wallace and Lance Robertson were absent.

Statement of Compliance with the Open Meeting Act

Commission Assistant Kathleen Arrieta confirmed the Commission for Rehabilitation Services follows the Open Meeting Act.

Public Comments

Audra Beasley addressed the Commission regarding concerns related to disability access, accommodations, and matters involving services and protections for individuals with disabilities. Chair Hanna offered to meet with Ms. Beasley separately to discuss her concerns.

Presentation of Longevity Certificates

Lindsay Hanna, Chair

The Commission presented a longevity certificate to Stacy Edgar for 30 years of service to the Oklahoma School for the Deaf (OSD).

Executive Director's Report

Sterling Zearley, Executive Director

Certificates of Appreciation

Dee Jones, a rehabilitation technician in the SBVI Ada office, received recognition after being nominated by Toni Stine of Medical Services. Ms. Jones developed templates for SBVI and VR field offices to clarify medical provider scheduling, documentation, and payment requirements, helping reduce delays and denied claims.

Report Highlights

- Meetings were being scheduled with legislative leaders to discuss agency priorities, the budget request, and deferred maintenance.

7301 NW Expressway, Suite 200, Oklahoma City, OK 73132
o: 405-951-3400 | f: 405 951-3529 | Oklahoma.gov | okdrs.gov

Executive Director Sterling Zearley
Commissioners Janet Barresi, Wanda Felty, Lindsay Hanna, Kelsey Lee,
Noel Tyler, Lance Robertson and Kevin Wallace

- The budget submission deadline is November 1, which provides additional time to revise requests. Priorities included federal matching funds, targeted salary increases, and conversion from monthly to biweekly payroll.
- The Director discussed holding a Commission planning session before the end of the year to review agency direction and the strategic plan.
- Pathfinder: There is approximately \$1.6 million in agency costs to supplement Pathfinder retirement contributions in FY 2026. Pathfinder enrollment is expected to grow as employees hired after 2015 enter the plan. The agency will reach out to other affected state agencies on possible solutions. A Commissioner requested continued updates on retirement costs, legislative discussions, and short-, mid-, and long-term funding needs.

Acting Chief Financial Officer's Report

Danielle Durkee, CFO, DHS

- Financial Status Report FY 2026 - As of July 31, 2026 the agency spent \$155.4 million of the \$194.2 million budget, with remaining encumbrances of \$19.5 million. Together, expenditures and encumbrances represented 90.1% of the \$194.2 million budget. FY 2026 closeout reports showed that all divisions remained within their budgets.
- Financial Status Report FY 2027 - As of July 31, 2026 the agency spent \$8.2 million of the \$184.4 million budget, with remaining encumbrances of \$144.4 million. Together, expenditures and encumbrances represented 82.8% of the budget.
- FY 2028 Budget Request and Related Supplemental Request
The proposed FY 2028 budget request includes funding to maximize federal grant matching, school maintenance needs, deferred maintenance and capital projects, increased building rent, moving costs, targeted salary adjustments, increased employee benefit costs, and conversion from monthly to biweekly payroll. The proposed requests also included consideration of renovations to the Oklahoma Library for the Blind and Physically Handicapped to accommodate staff currently located at Shepherd Mall and construction of a new cafeteria at the Oklahoma School for the Blind.

Consideration of the FY 2028 budget request was deferred until the October 14, 2026 meeting.

Proposed VR/SBVI Driver Services Fixed Rate Changes

Susan Smith, CPO II / Administrative Programs Officer IV

The proposed increase of \$33,990.00 for Driver Services Fixed Rates was discussed in relation to the availability of qualified providers and the costs associated with providing the services.

Commissioner Barresi made a motion to approve the VR/SBVI Driver Services Fixed Rate Changes. Commissioner Tyler seconded. All Commissioners present voted in the affirmative, and the motion carried.

Proposed VR/SBVI Orthotics and Prosthetics Fixed Rate Changes

Susan Smith, CPO II / Administrative Programs Officer IV

The proposed increase of \$49,030.00 for Orthotics and Prosthetics Fixed Rates would bring rates for services currently below Medicare rates up to the applicable Medicare rate.

Commissioner Lee made a motion to approve the VR/SBVI Orthotics and Prosthetics Fixed Rate Changes. Commissioner Tyler seconded. All Commissioners present voted in the affirmative, and the motion carried.

Review of the August 12, 2026 Commission Meeting Minutes

Lindsay Hanna, Chair

Commissioner Lee made a motion to approve the August 12, 2026 minutes as submitted. Commissioner Felty seconded. All Commissioners present voted in the affirmative, and the motion carried.

Acceptance of Donations to the Oklahoma School for the Blind

Brent Pearce, Superintendent

The donations for August 2026 totaled \$1,500.00.

Commissioner Tyler made a motion to accept the August 2026 OSB donations. Commissioner Barresi seconded. All Commissioners present voted in the affirmative, and the motion carried.

Acceptance of Donations to the Oklahoma Library for the Blind and Physically Handicapped

Tracy Brigham, Division Administrator, SBVI

The donations for August 2026 totaled \$1,151.54.

Commissioner Tyler made a motion to accept the August 2026 OLBPH donations. Commissioner Lee seconded. All Commissioners present voted in the affirmative, and the motion carried.

Acceptance of Donations to the Oklahoma School for the Deaf

Dr. Heather Laine, Superintendent

The donations for August 2026 totaled \$1,244.95.

Commissioner Lee made a motion to accept the August 2026 OSD donations. Commissioner Felty seconded. All Commissioners present voted in the affirmative, and the motion carried.

Oklahoma School for the Deaf Report

Dr. Heather Laine, Superintendent

Dr. Laine shared her personal experience as a former Vocational Rehabilitation client in another state and the positive impact the services had on her education and career.

Report highlights:

- Current enrollment is 90 students.
- A satellite preschool program opened at Red Oak Elementary School in Moore, in partnership with Moore Public Schools, with four preschool students currently enrolled.
- OSD Statewide services include family engagement and early learning services, outreach and educational consultant services, interpreter mentorship, telecommunications services, and hearing aid programs
- Upcoming school activities include Homecoming, the housing program, athletics, and student engagement activities.
- The Commission expressed appreciation for the perspective and emphasized the importance of understanding the outcomes and impact of DRS services.

Human Resources Report

LaChelle Westfahl, Human Resources Director

In August 2026, 18 vacant positions were filled, and 64 positions were open. There were 8 separations, which included retirements, resignations, and discharges. There were 875 filled positions.

Vocational Rehabilitation Report

Mark Kinnison, Division Administrator, VR

Priority Group Update: As of September 8, 2026, Priority Groups 1 and 2 remained open, and four clients remained on the Priority Group 3 wait list after 16 clients were cleared on September 2.

Portal Referral Update: In August 2026, 118 portal applications were received, with 83 actively assigned, 14 pending assignment, and 21 closed due to referrals to other agencies, no-shows, or other reasons.

Report highlights:

- Program production remains steady, with high compliance with application-to-eligibility and eligibility-to-plan timelines.
- Updates included caseloads, transition services, collaboration with Developmental Disabilities Services, and statewide transition efforts.
- The Subminimum Wage Task Force is expected to meet again in October to continue developing a plan to phase out subminimum wage in Oklahoma.
- Toni Stine and Mike Goza are both retiring, and Mr. Kinnison thanked them for their many years of services and dedication to DRS.

Disability Determination Services Report

Jake Zuker, Interim Division Director

Report highlights:

- DDS is ahead of target on Oklahoma initial claims and continuing disability reviews and has completed its reconsideration workload, allowing Oklahoma to assist with national reconsideration workloads.
- DDS expects to process approximately 67,000 claims during the fiscal year.
- Initial-claim processing time is 172.7 days, compared with the national average of 160.1 days.
- Reconsideration processing time is approximately 10 days below the national average.
- The backlog is approximately 15,000 claims, with progress being made in reducing both the number and age of pending claims.
- Performance accuracy is 96.3 percent, ranking tenth nationally.
- Staffing challenges include attrition within the extended service team and the loss of 13 examiners during FY 2026. Five new positions have been authorized, with employees expected to begin onboarding in October.

Notice of Rulemaking Intent and 2027 Administrative Rules Amended Overview

Tina Calloway, Administrative Programs Officer, Policy, Administration and Development Section

Presentation highlights:

- Proposed revisions were reviewed for three chapters, along with the creation of a new Chapter 17, Interpreter Services for the Deaf and Hard of Hearing.
- Proposed changes include:
 - Provisions related to SSA reimbursement incentives
 - Moving special services for deaf and hard-of-hearing individuals into Chapter 17
 - Updated terminology related to deafblind services
 - Terminology changes within the Business Enterprise Program
- Chapter 17 provisions include interpreter services, interpreter certification, and coordination and assignment of services.
- The distinction between interpreter services and VR/SBVI services related to speech pathology and speech reading was discussed.
- Commissioners were asked to review the proposed rules and submit questions or requested changes before the October meeting.
- Formal initiation of the rulemaking process and submission for public comment are expected to be considered in October.
- Adoption of the rules is anticipated at the January 13, 2027 meeting, following the public comment process.

New Business

Lindsay Hanna, Chair

There was no new business.

Executive Session Regarding the Salary of the Executive Director and the Employment and Salary of the Commission Assistant

Lindsay Hanna, Chair

- **Vote to convene into executive session.**

Commissioner Barresi made a motion to convene into an Executive Session for the purpose of 1) discussing the Salary of the Executive Director and 2) Employment and Salary of the Commission Assistant. Commissioner Tyler seconded. All Commissioners present voted in the affirmative and the motion carried.

- **Vote to exit executive session and reconvene into regular session.**

Commissioner Lee moved to exit executive session. Commissioner Tyler seconded. All Commissioners present voted in the affirmative and the motion carried.

- **Vote on matters discussed in executive session.**

Commissioner Tyler made a motion to authorize a 6.44 percent increase to the Executive Director's salary from the current interim salary to the permanent salary, effective retroactively to August 12, 2026. Commissioner Lee seconded. All Commissioners present voted in the affirmative, and the motion carried.

Commissioner Barresi made a motion to authorize changing the Commission Assistant job classification to Executive Administrative I to more accurately reflect the duties and additional responsibilities of the position and to authorize a 28.71 percent salary increase both effective retroactively to September 1, 2026. Commissioner Tyler seconded. All Commissioners present voted in the affirmative, and the motion carried.

Adjournment

Lindsay Hanna, Chair

Commissioner Lee made a motion to adjourn. Commissioner Tyler seconded. All Commissioners present voted in the affirmative and the motion carried.



Oklahoma School for the Blind Report

Oklahoma School for the Blind 2026 Events Highlights

The spring semester at Oklahoma School for the Blind was filled with academics, athletics, leadership, service, music, celebrations, and student achievement.

Students returned from Christmas break on January 5 and quickly jumped into a busy semester. Homecoming festivities were held the week of January 13 and included a wrestling match against Hulbert Public Schools along with a full week of activities and school spirit events. Wrestling district duals followed on January 15.

On January 21, FCCLA sponsored a successful blood drive. Winter weather brought a snow day on January 26. On February 3, OSB hosted Lyric Theatre of Oklahoma for a special production about Will Rogers.

Student Council members volunteered at the food bank in Oklahoma City before attending an Oklahoma City Thunder game. Parent-teacher conferences were also held during this time.

FCCLA Regional STAR Events took place February 5, along with the conclusion of the popular “Pie in the Face” fundraiser. Students and staff voted over three weeks to determine who would receive the pie. Coach and Assistant Principal Tim Stevens earned the honor, and the fundraiser raised \$410.

FCCLA members volunteered at the VA Food Bank on February 11. Former OSB graduate and published author Trey Lewis visited campus for a book signing and student presentation.

The annual Spelling Bee was held February 12 with 18 contestants, accompanied by the OSB “Bee” Art Contest. Girls wrestling regionals were held February 16–17, followed by boy’s regionals February 19–21.

OSB’s Jazz Band attended the Northeastern State University Jazz Festival and received an Excellent rating. From February 23–25, choir students performed at three local nursing homes.

The first week of March featured Read Across America activities. Craig Day from Channel 6 read to students alongside Patsi Nix Smith, Shana Dry, and former student Nick Jackson.

Braille Challenge was held on March 4 with 46 students competing. On March 10, several students and staff visited the Oklahoma State Capitol and attended PWDAD. Choir students from OSB and OSD performed during the event, and Stephanie Glynn was recognized as DRS/OSB Student of the Year.

Middle school students participated in the “Azalea Clean Up” at Honor Heights Park on March 24. Several students also participated in Special Olympics in Poteau.

FCCLA State STAR Events were held March 26, and on March 30 the Jazz Band attended the Philharmonic in Oklahoma City. The high school prom was held March 31 at 810 Ranch & Cattle Company.

Senior Chris Sumner served as a Page at the Oklahoma State Capitol.

Two OSB students earned spots on the Oklahoma Lookouts beep baseball team.

Elementary students enjoyed an Easter egg hunt at Civitan Park on April 2. Mrs. Garner and three students attended the FCCLA State Convention, where Stephanie Glynn was elected as a state officer and Nikki James earned first place in the table setting category.

The Oklahoma School for the Blind Foundation hosted a baked potato fundraiser that raised \$1,300. Parent-teacher conferences and another FCCLA blood drive were also held during April.

Elementary and middle school students traveled to Incredible Pizza for their annual field trip. From April 16–18.

OSB proudly hosted the 2026 SCASB Track Event, welcoming schools for the blind from Texas, Mississippi, Alabama, and Georgia.

The OSB Spring Concert and All-School Activity Banquet were held on April 21, recognizing many students for their accomplishments. That same day, an OSDE regional accreditation officer visited campus and provided excellent accreditation reviews.

Students celebrated Earth Day on April 22 by distributing plants grown in the school greenhouse. The OSB Jazz Band later competed in state competition and earned the title of Class 2A State Champions.

On April 29, the junior and senior classes traveled to the Oklahoma Aquarium, enjoyed breakfast in Broken Arrow, visited the Mother Road Market, and ended the day at Andy B's.

The month of May brought many celebrations and recognitions. On May 4, Superintendent Brent Pearce and his wife hosted the senior class for dinner in their home. Staff Appreciation Week included HTeaO on Monday, chips and dip on Tuesday, and donuts on Wednesday, provided by E and A Team members.

Elementary students enjoyed a play day at Civitan Park on May 5, and Student Council elections were held. On May 7, students and alumni honored

OSB founder and former superintendent Lura Lowery with a cemetery headstone dedication.

Student Hunter Pugh qualified for the 2026 Braille Challenge Finals, representing Oklahoma on the international stage.

On May 11, the OSB Foundation provided breakfast for staff before a staff meeting recognizing retiring employees, a scholarship recipient pursuing certification as a blind/VI teacher, Employee of the Year Donna Stewart, and Teacher of the Year Jeana Jones.

Student Council hosted a graduation and dorm celebration on May 12 with hamburgers and hot dogs prepared outdoors by food service and administration staff. Baccalaureate services followed on May 13.

The last day of school, May 14, included elementary and middle school awards ceremonies, high school awards, and graduation, where 15 students received diplomas.

Staff participated in CPI training May 19–20. Later in the month, outreach coordinators and administrators attended the Cooperative Council for Oklahoma School Administration Summer Leadership Conference from May 27–29.

Summer and Transition Camps were held June 1 – 11. We had approximately 56 students attend.

OSB Executive and Administrative Team members attended a Professional Development retreat held at the Superintendent's house. Craig Glasscock, Brenda Knutson, and Jonathan Cook were the presenters.

On June 15, OSB hosted the Adult VIBE camp.

Junior Stephanie Glynn, along with FCCLA Advisor, Allison Garner, attended the National FCCLA event in Washington, DC July 5-11.

Brenda Knutson came to OSB on July 14 and held Professional Development for the Food Service Department.

Teachers returned for the new school year on Monday, August 3. Monday and Tuesday were filled with a Back-to-School breakfast, sponsored by the OSB Foundation and a lot of Professional Development.

Students returned to campus for the first day of school on August 5.

Mr. Pearce and Assistant Principal Tim Stevens attended the Muskogee Exchange Club Luncheon on August 18 to present information on the school and services that are provided.

FCCLA hosted their first blood drive of the new year on August 19. The goal was 17 units and we exceeded that with 20 units collected.

Our first parent teacher conference was held on September 15. We also held our first Safe School/Healthy & Fit Committee meeting.

On September 14, Mr. Pearce traveled to the State Capitol for a meeting with Senator Frix, Representative Hayes, Representative Sneed, Representative Eaves, Superintendent Fields, Director Zearley, Tonya Garman, Stephanie Roe and OSD Superintendent Heather Laine. We met to discuss the current testing process for students at OSB. It was a meaningful discussion that provided us with an opportunity to discuss problems with the current system and challenges. We discussed potential improvements and I am hopeful that this conversation will lead to more effective and appropriate testing that meets the needs of OSB Students.

The 2026 See You at the Pole event was held on campus September 23. This was hosted by the Teens for Christ group.

Future Shock and SBVI Counselor Day was on September 24. Students were presented with information from IPSE, Legal Aid of Oklahoma, ABLE Savings Accounts, and Pre-ETS held two hands-on activities and then had lunch with their counselors.

Mr. Pearce attended the Council of the Blind event in Tulsa and an exhibit table.

September 29 brought the annual Western Heritage Day at Silver Spur Ranch in Haskell.

On October 22 Jeana Jones, Speech Pathologist, will be receiving the National Related Services award from The Council of Schools for the Blind, which is our national organization.

Mike Bynum retired effective October 1 with 24 years of service.

Karen Sanders retired effective October 1 with 14 years of service.

Lynnette Cooper will be retiring effect November 1 with 8 years of service.

Submitted by
Brent Pearson, Superintendent



Human Resources Report

PERSONNEL ACTIVITY REPORT AS OF SEPTEMBER 30, 2026

FILLED AND VACANT POSITIONS								
Personnel Activity = 12 vacant positions filled / 64 positions in Announcement or Selection Process								
Division	Title/PIN	Date Vacated	Location	Begin date	End date	Ann. #	Action/Incumbent	Date Filled
DDS	Deputy Administrator / 1282	07/31/2025	DDS	08/03/2026	08/20/2026	27-012	In Selection Process	
DDS	Disability Determination Specialist / 0637, 0763, 1279, 1383, 1407	01/01/2025 05/01/2025 01/14/2025 06/30/2025 05/01/2026	DDS	08/17/2026	09/03/2026	27-020	In Selection Process	
EXEC	Chief Financial Officer / 0853	07/10/2026	EXEC	08/04/2026	Continuous	27-014	In Selection Process	
MSD	Administrative Programs Officer / 1013	09/13/2026	MSD	09/02/2026	Continuous	27-029	Currently Open	
MSD	Administrative Programs Officer / 0992	07/28/2026	MSD	08/27/2026	Continuous	27-028	Currently Open	
OSB	Housekeeping/Custodial Worker / 0131	09/30/2026	OSB	09/10/2026	Continuous	27-032	Currently Open	
OSB	LPN / 0017	11/30/2026	OSB	09/22/2026	Continuous	27-036	Currently Open	
OSB	Recreational Activities Specialist / 0419	04/01/2026	OSB	07/09/2026	Continuous	27-003	Ashley Ledbetter	09/13/2026
OSB	Direct Care Specialist / 0576, 0586, 0729	03/04/2026 04/27/2026 07/01/2026	OSB	07/13/2026	Continuous	27-008	Currently Open	
OSB	Direct Care Specialist / 0069	05/31/2026	OSB	06/12/2026	Continuous	26-086	Currently Open	
OSB	LPN / 0420	04/08/2026	OSB	04/01/2026	Continuous	26-064	Currently Open	
OSD	Administrative Assistant / 0172	08/01/2026	OSD	08/10/2026	Continuous	27-015	Currently Open	
OSD	Construction/Maintenance Technician / 0245	07/20/2026	OSD	08/10/2026	Continuous	27-016	Currently Open	
OSD	Food Service Manager / 0224	07/31/2026	OSD	08/11/2026	Continuous	27-017	Currently Open	
OSD	Transportation Officer / Student Aide / 0460	08/11/2026	OSD	08/24/2026	Continuous	27-024	Currently Open	
OSD	Early Development Specialist / P108259	NEW PIN	OSD	07/08/2026	Continuous	27-001	Alexandra Gunter	09/01/2026
OSD	Housekeeping/Custodial Worker / 0542	07/01/2026	OSD	07/09/2026	Continuous	27-002	Currently Open	
OSD	Speech Language Pathologist / P107653	NEW PIN	OSD	07/17/2025	Continuous	26-003	Jennifer Womack	09/01/2026
OSD	Sign Language Specialist / 1090	07/20/2023	OSD	08/17/2023	Continuous	24-023	Currently Open	
OSD	Direct Care Specialist (Classroom) / P106372, 0111	06/30/2026 06/30/2026	OSD	12/02/2024	Continuous	25-055	Currently Open	
OSD	Direct Care Specialist (Dorm) / 0746, 0028, 1028, 0941	06/17/2026 06/30/2026	OSD	10/24/2023	Continuous	23-032	Shanna Cater	09/21/2026

		08/04/2026						
		08/06/2026						
		08/01/2021						
		07/31/2026						
		07/31/2026						
OSD	Teacher, 2083 / 0890, 0022, 0282, 0666	07/31/2026	OSD	10/04/2023	Continuous	23-079	Currently Open	
VR	Rehabilitation Technician / 0149	10/05/2015	VR12 – Lawton	09/03/2026	Continuous	27-030	Currently Open	
VR	Programs Manager / 1182	11/01/2026	VR – TBD	09/03/2026	Continuous	27-031	Currently Open	
VR	Behavioral Health Clinician / 0165	03/01/2011	TBD	09/14/2026	Continuous	27-033	Currently Open	
VR	Rehabilitation Technician / 0769	09/28/2026	VR26 – Claremore	09/28/2026	Continuous	27-038	Currently Open	
VR	Rehabilitation Technician / 0148	07/31/2026	VR67 – Tulsa	08/06/2026	Continuous	27-013	Joyce Jackson	09/21/2026
VR	Administrative Programs Officer / 0971	10/01/2026	VR ADMIN	08/14/2026	08/20/2026	27-019	Diane Bowers	09/01/2026
VR	Rehabilitation Technician / 0220	08/17/2026	VR80 – Tulsa	08/24/2026	Continuous	27-025	Currently Open	
VR	Customer Service Representative / 0125	N/A	VR45 – Tulsa	08/27/2026	Continuous	27-027	Currently Open	
VR	Rehabilitation Technician / 1189	07/12/2026	VR44 – Stillwater	07/14/2026	Continuous	27-009	Khylah Black	09/16/2026
VR	Rehabilitation Technician / 0708	06/22/2026	VR05 – Weatherford	07/14/2026	Continuous	27-010	Currently Open	
VR	Vocational Rehabilitation Specialist / 0690	03/31/2026	VR80 – Tulsa	05/12/2026	Continuous	26-074	Currently Open	
VR	Vocational Rehabilitation Specialist / 0820	04/28/2026	VR56 – Woodward	05/15/2026	Continuous	26-075	Currently Open	
VR	Vocational Rehabilitation Specialist / 0627	04/30/2026	VR18 – Muskogee	05/15/2026	Continuous	26-077	Currently Open	
VR	Vocational Rehabilitation Specialist / 0776	05/15/2026	VR86 – Ada	05/26/2026	Continuous	26-079	Currently Open	
VR	Rehabilitation Technician / 0437	05/08/2026	VR81 – Chickasha	05/20/2026	Continuous	26-080	Tasha Thornburg	09/01/2026
VR	Vocational Rehabilitation Specialist / 0119	05/19/2026	VR12 – Lawton	05/27/2026	Continuous	26-081	Haylee Alaelua	09/01/2026
VR	Vocational Rehabilitation Specialist / 0671	04/30/2026	VR77 – Miami	04/24/2026	Continuous	26-068	Currently Open	
VR	Rehabilitation Technician / 0011	04/21/2026	VR08 – Enid	04/29/2026	Continuous	26-069	Currently Open	
VR	Vocational Rehabilitation Specialist / 0690	04/01/2026	VR80 – Tulsa	02/20/2026	Continuous	26-047	Currently Open	
VR	Programs Field Representative / 0786	08/31/2024	VR – TBD	05/01/2025	Continuous	25-093	Currently Open	
VR	Job Placement Specialist / 0925	05/31/2023	VR86 – Ada	05/09/2025	Continuous	25-098	Currently Open	

VR	Behavioral Health Clinician / 0165	03/01/2011	VR13 – McAlester	05/15/2025	Continuous	25-101	Currently Open
VR	Assistive Technology Specialist / 0263	02/01/2025	VR36 – OKC	04/22/2025	Continuous	25-089	Currently Open
VR	Assistive Technology Specialist / 0085	05/01/2024	VR36 – OKC	04/18/2025	Continuous	25-085	Currently Open
VR	Vocational Rehabilitation Specialist / 0567	09/01/2020	VR67 – Tulsa	11/01/2023	Continuous	21-028.1	Currently Open
SBVI	Vocational Rehabilitation Specialist / 0935	08/17/2026	SBVI65 – Stillwater	09/11/2026	Continuous	27-034	Currently Open
SBVI	Job Placement Specialist / P108431	NEW PIN	SBVI59 – Enid	09/17/2026	Continuous	27-035	Currently Open
SBVI	Rehabilitation of the Blind Spec / 0695	09/14/2026	SBVI90 – OKC	09/25/2026	Continuous	27-037	Currently Open
SBVI	Assistive Technology Specialist / 0930	08/01/2026	SBVI90 – OKC	08/11/2026	Continuous	27-018	Trey Lewis 09/14/2026
SBVI	Rehabilitation Technician / 0407	02/01/2016	SBVI65 – Stillwater	08/20/2026	Continuous	27-021	Currently Open
SBVI	Assistive Technology Trainer / 0498	03/01/2022	SBVI90 – OKC	08/20/2026	Continuous	27-022	Currently Open
SBVI	Rehabilitation Technician / 0285	08/31/2026	SBVI91 – Tulsa	08/21/2026	Continuous	27-023	Currently Open
SBVI	Vending Machine Technician / 1075	07/06/2026	SBVI33 – OKC	08/24/2026	Continuous	27-026	Currently Open
SBVI	Rehabilitation Technician / 0038	06/30/2026	SBVI90 – OKC	07/09/2026	Continuous	27-004	Whitney Lopez 09/14/2026
SBVI	Rehabilitation Technician / 0513	06/18/2026	SBVI90 – OKC	07/13/2026	Continuous	27-006	Katrece Small 09/15/2026
SBVI	Programs Manager / 0006	06/30/2026	SBVI72 – OKC	07/13/2026	Continuous	27-007	Currently Open
SBVI	Vocational Rehabilitation Specialist / 0563	05/08/2026	SBVI – TBD	06/02/2026	Continuous	26-084	Currently Open
SBVI	Vending Facility Business Consultant / 0134	05/04/2026	SBVI33 – OKC	06/02/2026	Continuous	26-083	Currently Open
SBVI	Rehabilitation of the Blind Spec / 0812	03/06/2026	SBVI69 – Weatherford	03/25/2026	Continuous	26-055	Currently Open
SBVI	Rehabilitation Technician / 0267	02/13/2026	SBVI64 – Tulsa	02/19/2026	Continuous	26-051	Currently Open
SBVI	Mechanical Systems Technician / 0560	08/11/2017	SBVI33 – OKC	06/03/2025	Continuous	25-114	Currently Open

DISCHARGES/RESIGNATIONS/RETIREMENTS = 17

As of September 30, 2026

SUPPORT SERVICES DIVISION (Executive/MSD/FSD)

Retirement = 1
1 = 27 years 6 months

Death = 1
1 = 17 years 8 months

DIVISION OF VOCATIONAL REHABILITATION

Retirement = 2
1 = 45 years
1 = 12 years 3 months

Resignation = 1
1 = 21 years 2 months

SERVICES FOR THE BLIND AND VISUALLY IMPAIRED DIVISION

Resignation = 1
1 = 4 years 8 months

OKLAHOMA SCHOOL FOR THE BLIND

Retirement = 2
1 = 24 years 1 month
1 = 14 years 6 months

OKLAHOMA SCHOOL FOR THE DEAF

Trial Period Discharge = 1
1 = 4 months

Resignation = 1
1 = 7 years

DISABILITY DETERMINATION SERVICES

Resignation = 4
1 = 17 years
1 = 19 years 10 months
1 = 11 years
1 = 19 years 11 months

Discharge = 3
1 = 12 years 7 months
1 = 4 years 5 months
1 = 26 years 11 months

CURRENT FTE STATUS FY 2027

FTE as of September 30, 2026

<u>DIVISION</u>	<u>BUDGETED FTE</u>	<u>FILLED</u>	<u>PENDING</u>	<u>EXEMPT FTE</u>	<u>TOTAL FILLED PLUS PENDING MINUS EXEMPT FTE</u>
Support Services (Executive/MSD/FSD)	79.0	75.00	3.00	(1.00)	77.00
Vocational Rehabilitation	232.5	213.00	20.00	0.00	233.00
Services for the Blind and Visually Impaired	115.5	99.00	13.00	0.00	112.00
VR/SBVI-DP	3.00	3.00	0.00	0.00	3.00
Oklahoma School for the Blind	100.5	93.00	7.00	0.00	100.00
Oklahoma School for the Deaf	132.5	112.00	15.00	0.00	127.00
Total (NON-EXEMPT)	663.0	595.00	58.00	(1.00)	652.00
Disability Determination Services (EXEMPT)	284.4	271.00	6.00	(277.00)	277.00
TOTAL NON-EXEMPT & EXEMPT	947.4	866.00	64.00	(278.00)	929.00

FY 27 Budgetary Limit = 1000

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

ROUTING TO: Sterling Zearley, Executive Director
 Danielle Durkee, Fractional Chief Financial Officer
 Randy Weaver, Chief of Operations
 LaChelle Westfahl, Human Resources Program Director
 Mark Beutler, Director of Communications
 Kathleen Arrieta, Executive Assistant
 Brett Jones, Public Information Officer III



Services for the Blind and Visually Impaired Report

Services for the Blind and Visually Impaired (SBVI)

Commission Report

October 14, 2026

New Employees

- *Andrew Shockley, PM, OLBPH
- *Magan Rowan, PM, Tulsa
- *Whitney Lopez, Assistive Technology Rehabilitation Technician, Shepherd Center, (statewide position)
- *Trey Lewis, Assistive Technology Specialist, Shepherd Center
- *Jacob (Jake) Murphy, Orientation & Mobility Specialist, Weatherford
- *Katrece Small, Rehabilitation Technician, Shepherd Center

Vacancies

- *Business Enterprise Program (BEP) Mechanical Systems Technician
- *BEP Business Consultant
- *2-Rehabilitation Specialists (Counselor) – Tulsa

Upcoming Events

- *White Cane Awareness Day- October 15 at 10:30a- OLBPH

State Use

- *Create partnerships between the State of Oklahoma and qualified not-for-profit agencies to provide meaningful, long-term employment and job training for individuals with disabilities.
- *Provides a variety of goods and services (for example, medical supplies, office supplies, mailing services, fire hoses, trophies/plaques...), through contracts, specifically designed to create sustainable jobs for people with disabilities.

SBVI Division Administrator is a State Use Council Member.

Members: Lisa VanHorn is the new State Use Administrator. Lisa comes from Compliance; Governor Appointee, Marshall Ottinger; OMES Designee, Lesli Bajema; Senate President Pro Tem Designee, Tina Hanna; House Speaker Designee, Frank Stone; DHS Designee, Lindsey Kanaly; State Purchasing Designee, Cristi Cole

State Use Council meets a minimum of twice each year.

Topics discussed April 2026

Fair Market Value-Form CP045 updated

Procurement Schedule

Online Resources- Regional maps, forms, New Supplier Packet

Agenda Items October 2026

Southcentral Alliance-spotlight

State Use Alliance

Strategic Planning discussion for 2027

Field Services (production)

Production year totals for SBVI (to include DeafBlind) field services programs are:

Apps = 415	Average of 36 days from application to eligibility (standard = 60 days)
Plans = 290	Average of 45 days from eligibility to plan (standard = 90 days)
Closures = 122	Successfully employed

The average wage of successful outcomes = \$17.73

The average number of hours per week worked = 35

Older Individuals who are Blind (OIB)

Apps = 191	Average of 37 days from application to eligibility
Plans = 162	Average of 33 days from eligibility to plan
Goals Met = 142	Completed Services

Rehabilitation Teaching

Actual Svc Hours = 3,139 (532 clients)

Orientation and Mobility

Actual Svc Hours = 1,862 (400 clients)

Field Services activities

SBVI staff continue serving clients at the OKC Hope Center (Workforce), rotating days with VR staff.

The Division Administrator and staff continue to participate in quarterly, committee and executive meetings with the Oklahoma Rehabilitation Council (ORC). The Division Administrator also assisted the ORC Program Manager with strategic planning and potential legislative advocacy opportunities.

The Division Administrator met with faculty from Langston University to preliminarily discuss the possibility of hosting counseling interns currently enrolled at Langston.

The Division Administrator is serving on the *Alamo Bridges Advisory Board* for Texas A&M University-San Antonio. The Alamo Bridges Program seeks to develop and implement novel preparation and support for personnel on responsive best practices and strategies for providing effective

rehabilitation services. They are creating a Vocational Transition Specialist (VTS) Program, designed to address the critical need for skilled professionals who support individuals with disabilities in their transition from education to employment. Meetings are occurring quarterly.

Transition VIBE was held at Shepherd Center July 14-16. 4 transition clients participated in this program, which was a mini-VIBE session.

SBVI staff participated in an in-person training on the new Administrative Rules which went into effect July 27, 2026. SBVI leadership assisted in training the staff.

Teresa McDermott and Cheryl Snow met with the Employment Support Services Unit (ESS) on September 14th to discuss holding a VIBE hands-on training for the contracted ESS vendors who provide job placement for our clients. This training would broaden the vendors knowledge of blind service provision and potentially increase successful outcomes for SBVI clients needing employment support services. Similar training sessions have been held in the past with successful outcomes.

SBVI Instructional Staff participated in a 3-day training September 21-23 at the OKC Career Planning Center. The training consisted of refresher training and updates on case management, streamlined casework for efficiency and consistency across the state in providing assessment and skills training for employment and Older Blind clients.

SBVI staff attended the following training conferences during this time period to increase knowledge and retain licenses and certifications in their fields:

- Oklahoma Rehabilitation Association
- American Council of the Blind
- National Federation of the Blind
- Association of People Supporting Employment First
- Association of Vision Rehab Therapists
- Association for Education and Rehabilitation of the Blind and Visually Impaired
- Oklahoma Works Partners Conference

SBVI staff continue to collaborate with Tribal VR and participate in meetings throughout the state.

SBVI staff continue to participate in DRS/DDS meetings as part of the collaboration to provide services to clients who come off DDS's wait list

Instructional Staff continue with support groups in areas across the state. They coordinate speakers and provide topics that are helpful in a variety of areas.

SBVI staff have been attending Regional IMPACT Meetings with our Business Services Unit across the state. These meetings are designed to strengthen relationships with employers in each part of the state.

Staff Presentations: Hope Center Partner Meeting; Renaissance Assisted Living; Special Education Breakfast at Talihina Kiamichi Career Tech; Southern Women in Business; Tulsa Remote Networking; Kingfisher IMPACT Meeting

Assistive Technology (AT) Services

Actual Service Numbers/Hours	YTD
Assessments	238
Trainings	662
Training Hours	1257
Technology Demonstrations	445

*AT continues the partnership with ABLE Tech to distribute demonstration devices to clients. This partnership allows for more devices to be put in the hands of SBVI clients without a cost to DRS.

Business Enterprise Program (BEP)

*Acquired the Oklahoma Forensic Center as our only (first in our time) inclusion of an agreement to provide canteen services. We expect this canteen experience to be pivotal in advancing our bids on other canteen service RFPs.

*Contract to provide student cafeteria services at the Oklahoma School for Science and Math has been renewed, demonstrating the program's ability to successfully expand its scope of service without the use of a teaming partner.

*Inventory—working internally and also with OMES to have a complete accounting of all BEP locations in one document. This sets the foundation for keeping up with the inventory in each location

Oklahoma Library for the Blind and Physically Handicapped (OLBPH)

*Conference Room/Kitchen wall partition has been replaced.

*Bid for a new dock leveler has been received and awarded. OMES and purchasing will issue Notice to Proceed and installation will be scheduled.

*Electrical system assessment taking place due to continued HVAC and other outages.

*Display on the chiller has been replaced and was under warranty, however, labor costs were not.

*Duplication on Demand (DoD)

SFY '27 as of 09/25/2026 = 67,886

***Accessible Instructional Materials (AIM) Center**

*Prison Braille Program now has 18 Certified Literary Transcriptionists, 1 Certified Music Transcriber and 3 Certified Proofreaders (2 more working on certification and 5 looking to be textbook certified)

*Over the summer months, AIM Center staff worked on transitioning required braille reading (novels) from EBAE (English Braille American Edition) to UEB (Unified English Braille) that became official in 2016 worldwide. Textbooks were converted first by APH (American Printing House) so now all textbooks are in UEB. Unfortunately, that was a long and arduous task but left a void for required novels. The Prison Braille Program assisted, which saved so much money and more importantly, TIME! All K-5th grade books are completed with 6th-8th grade books in production.

*SFY '27 as of 09/25/2026 Students Birth to 3 years = 357 Students PreK to Grade 12 = 328 Schools Served = 188

***Studio**

The Volunteer recognition luncheon was held on September 18th, sponsored by OSLS at Mama Roja at Lake Hefner. Approximately 30 people attended and recognized 20-year veteran studio volunteer Nancy Cheper with the Jo Ann Peter Award, and 15-year veteran OTR volunteer Fran Harbert with the Randy Bolliger Award. Both awards are named after former volunteers who also showed long time dedication to the library. OSLS also generously provided all the volunteers in attendance with \$50 Amazon gift cards as a thank you for their dedication to the library.

Episode 3 of the *Many a Page* OLBPH Podcast was released on October 1 with special guest Elanie Boykin, a former DRS employee and current OSLS member. She chose Jenny Cooper Has a Secret by Joy Fielding to discuss. She also had some wonderful insight into her years with the agency to share with our listeners.

Division Administrator Activities:

State Use Meetings; Meetings with Director; United States Department of Education Priority Waiver and Army Dining Excellence Initiative (DINEX) Meetings; Administrative Rules Public Hearing; Agency Goals and Priorities Meeting; Workforce Innovation and Opportunities Act (WIOA) Levels of Performance Meeting; PowerBi Reports Meeting; Oklahoma State University (OSU) Micro-credentialing Meeting; Randolph-Sheppard Meetings; National Council of State Agencies for the Blind (NCSAB) Executive Committee Meetings; Randolph-Sheppard Priority Meetings; DRS/DDS meetings; Oklahoma Rehabilitation Council (ORC); ORC Executive Committee; Council of State Administrators of Vocational Rehabilitation (CSAVR) Customer Service for Adults Committee; CSAVR Operations & Personnel (O&P) Committee; Vocational Rehabilitation Technical Assistance Center for Quality Management(VRTAC-QM); Change Team Leader Meetings; Randolph-Sheppard Calls; Field Coordinator/Programs Manager (FC/PM) Meetings; DRS/Development Disability Services (DDS) Sequencing of Services; DRS/DDS monthly meetings; DRS/DDS provider meetings; Commission Meetings; DRS Executive Team(ETeam) Meetings; Administrative Rules Meetings; Oklahoma Library for the Blind and Physically Handicapped (OLBPH) HVAC Meetings; Meetings with DRS Director; Business Enterprise Program (BEP) Coordinator meetings; Rehabilitation Services Administration (RSA) Team 4 Technical Assistance; State Use Committee; New Employee Academy Welcome; BEP Licensed Vendor (LV) Monthly Report Meeting; RSA Corrective Action Plan(CAP) Monitoring Report; Oklahoma Rehabilitation Council (ORC) Strategic Planning Meeting

Report respectfully submitted by Tracy Brigham, SBVI Division Administrator

October 14, 2026



Transition Services Report

TRANSITION SERVICES

Commission Report | October 2026 | Renee Sansom Briscoe

This is a statewide snapshot of Pre-Employment Transition Services (Pre-ETS), transition programming, partnerships, contract growth, and Summer 2026 outcomes. This report keeps the recurring information updates while bringing the most important statewide results forward.

STATEWIDE SUMMER 2026 AT A GLANCE

431	35	25	876
students with disabilities served	BEST locations	counties served	BEST/STEP applicants
402	31,138	253	118
STEP interns	total hours worked	partner employers	withdrawal records reviewed

Commission Highlights

- Summer 2026 BEST/STEP reached 431 students with disabilities statewide, with 402 students participating as STEP interns across 35 BEST locations.
- Students completed 31,138 hours of paid work experience with 253 partner employers.
- Staff feedback was strongly positive about student engagement, workplace-readiness activities, curriculum, and teamwork, while also identifying job placement, communication, role clarity, preparation, and transportation as priorities for 2027.
- School Work Study (SWS) and Work Adjustment Training (WAT) contracts continued to expand, including increased interest from rural communities. Currently, to date, we have 315 SWS contracts and 24 WAT contracts. Many schools are awaiting a board meeting to get signatures for the contracts for the 10.1.26 renewal date.
- Project SEARCH entered the 2026-27 school year with 82 students and continued exploration of additional host sites, while funding and school partnerships remain key implementation barriers.

STATEWIDE PRE-ETS NETWORK

Transition Services continues to maintain statewide relationships and provides resources through the Pre-ETS network. We have identified 41 Pre-Employment Transition Specialists serving students in more than 250 schools, including University of Oklahoma (OU), Central Technology Center and Kiamichi Technology Center, with six Work Skills Trainers supporting community inclusion and competitive integrated work experiences.

Central Technology Center continues Pre-ETS service delivery across its partner school network in northeastern Oklahoma. Kiamichi Technology Center, which began Pre-ETS at its campuses in August 2023, has nine campuses and serves clients across southeastern rural Oklahoma. OU provides delivery service across the state in various locations.

WORK-BASED LEARNING & COMMUNITY PARTNERSHIPS

The Pre-ETS contract continues work-based learning partnerships with community employers and organizations, including Safe Haven and Bridges currently. We have a few new opportunities that will be discussed in the upcoming months with Dr.'s offices

and other businesses. The model gives students opportunities to develop job skills, experience earned income, explore work environments, and gain exposure to competitive integrated employment. Employer reimbursement is based on hours worked, not to exceed 120 hours in one year. DSACO also continues year-round self-advocacy activities for students.

TRANSITION SUPPORT SERVICES TEAM

The Transition Support Services team provides statewide technical assistance and program support. During Summer 2026, staff traveled statewide to support BEST/STEP and other transition activities.

Role / Region	Team Member	Primary Focus
Southeast Program Field Representative	Kevin Randall	Regional transition support and program development
Southwest Program Field Representative	Jeff Newton	Regional transition support and program development
Northeast Program Field Representative	Tracy Keeley	Regional transition support and program development
Northwest Program Field Representative	Porsheana Brown	Regional transition support and program development
Program Field Representative	Chris Compton	SWS contracts, Transition Newsletter, summer program data/support
Administrative Assistant	Jessie Renteria	Administrative and statewide team support

The internal SharePoint/iDRS Transition page as well as the Google Transition Backpack was updated for DRS staff, with ongoing maintenance. The transition support services team works together to ensure all runs smoothly.

PEER MENTORING

NCDet and DRS continue the peer mentoring program adapted from Peer MentoringWorks for high-school mentees ages 16-21 and mentors ages 18-26. The model emphasizes one-on-one relationship building, encouragement, problem solving, positive role modeling, and learning from the lived experience of peers with disabilities. OU is in the process of training new staff for the Peer Mentor Coordinator position.

SCHOOL-BASED EMPLOYMENT PROGRAMS

School Work Study (SWS)

As of 9.28.26, SWS contracts continued to expand, including increased interest from rural communities. Currently, we have 315 SWS contracts. Many schools are awaiting a board meeting to get signatures for the contracts for the 10.1.26 renewal date.

Work Adjustment Training (WAT)

As of 9.28.26, WAT contracts continue to expand. Schools and providers across the state have continued to inquire about developing WAT programs, including rural communities. Currently we have 24 WAT contracts.

PROJECT SEARCH

Oklahoma began the 2026-27 school year with 82 Project SEARCH students, following approximately 60-65 students served in FY26. Opportunities were being explored in Ada, Ardmore, Lawton, Bethany Children's Hospital, Duncan, Claremore, and Tinker AFB. The primary challenges identified were securing school partnerships and funding. Bethany Children's was exploring a young-adult model for fall 2027. Tulsa also needs a new CRP partner following Job Connections' departure.

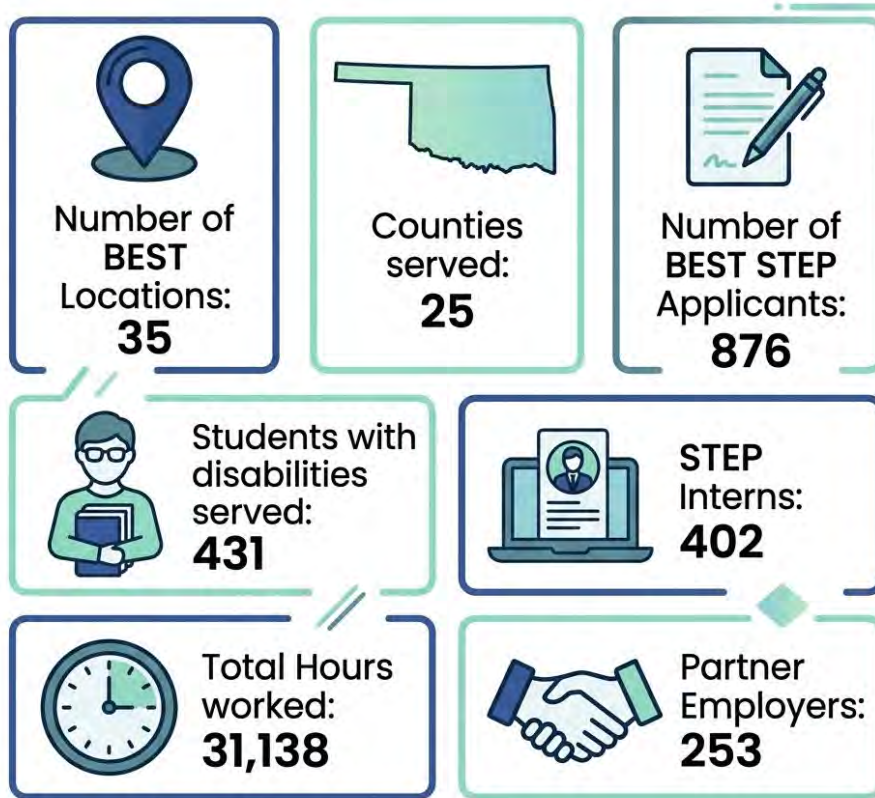
PROGRAM & CONTRACT DEVELOPMENT

Program	Current Snapshot
OSU-IDD Self-Determination Training	Completed year four; 12 participants reported in the prior update.
ABLE Tech Micro-Credentialing	Contract development continued; accessibility make-and-take kits were provided for BEST/STEP. Discussions also began with Project SEARCH regarding badges/micro-credentials.
Inclusive Postsecondary Education	DRS contracts support OU SoonerWorks, NSU RiverHawks, OSU Opportunity Orange, and USAO Neuro Diversity. OCCC began as a DIF-supported community college pilot in August 2026. The name of the program is Trailblazers Thrive Together (T3).
Service Careers - Food Service Assistant	Tulsa Tech program continues technical training and experience in hospitality/service occupations.
A New Leaf	DRS continues service collaboration for clients.
DHS / OJA / DMHSAS MOUs	Cross-agency discussions continue around youth in custody, homelessness, foster youth, mental health, and shelter partnerships.
UCO THRIVE Summer Program	Summer initiative was placed on hold by UCO with hope to revisit a one-week immersive college preview experience.
Rise Staffing	Pilot WBL/workplace readiness concept will begin October 1 st , 2026, for Jenks and Broken Arrow, with expansion to Sand Springs.
OU SPARK360°	Autism support program assists degree-seeking students with academic planning, transition, employment, independent living, and social development.
COJC School Work Study	COJC uses SWS for paid student work; discussions began to re-engage Pre-ETS with new facility staff.

BEST/STEP SUMMER 2026 | STATEWIDE IMPACT

The Summer 2026 BEST/STEP snapshot below reflects the statewide program information. It combines BEST locations and STEP internship activity across the statewide effort rather than reporting one provider in isolation.

2026 BEST STEP



Statewide impact 431 students with disabilities were served. Of those, 402 participated as STEP interns. Across the summer, students worked 31,138 total hours with 253 partner employers. The program received 876 applicants and operated 35 BEST locations across 25 counties.

WHAT THE DATA TELLS US

402	31,138	253	118
STEP interns	hours worked	partner employers	withdrawal records

BEST/STEP | WITHDRAWALS & STAFF FEEDBACK

Withdrawal Snapshot

The withdrawal report contains 118 categorized records. The largest categories were Other Plans, No Show for Onboarding, Summer Job, No Response, and No Show at BEST. Transportation was specifically identified in six records.

Withdrawal Category	Records
Other Plans	32
No Show for Onboarding	25
Summer Job	16
No Response	12
No Show at BEST	8
No Transportation	6
Attending Another Summer Program	4
BEST Packet not Completed	3
Not Ready	3
Parent Declined	3
No ID	2
Waiting for Next Year	2
Chose another Summer Program	1
No Reason	1

Staff Feedback: What Worked

The BEST 2026 feedback survey included responses from counselors, Pre-ETS instructors, Work Skills Trainers, administrators, and support staff. Feedback highlighted student engagement, workplace-readiness activities, curriculum, scheduling, streamlined attendance processes, early application timelines, facilities, and improved coordination as strengths to continue.

Staff Feedback: What to Strengthen for 2027

Recurring themes centered on job development and job matching, clearer communication among team members, consistent roles and responsibilities, earlier preparation for Work Skills Trainers, transportation and onboarding barriers, and more individualized placements aligned with student interests and abilities. Respondents also called for stronger coordination when a student quits, is terminated, or experiences concerns at a worksite.

2027 planning lens Keep the pieces that worked - strong curriculum, active student participation, early timelines, the portal, and team collaboration - while tightening job development, communication, onboarding, role clarity, and transportation planning.

OTHER SUMMER & TRANSITION PROGRAM UPDATES

STEM Camps

No students signed up for STEM camps in Summer 2026. Feedback cited transportation/gas costs and competing summer opportunities. We will consider alternate delivery approaches, including offering STEM activities at different times of year and in different areas. The new contract is being developed to include a different approach for students to be involved in STEM.

SoonerWorks Academy

The residential college experience at OU was held in June for high-school students with intellectual and/or developmental disabilities interested in postsecondary education. 16 students attended.

VIBE

The full VIBE program did not occur in Summer 2026. A mini-VIBE was held, and discussions were underway about redesigning the program for future years. The program focuses on career/higher education exploration, independent living, communication, travel/transportation, technology, resume skills, and workforce preparation for students who are blind or visually impaired.

Dale Rogers Summer Academy

Dale Rogers Training Center continued its Safety and Policy Encounter Summer Academy (formerly Camp Tumbleweed), focused on computer, communication, transportation, safety, and community skills. 6 students attended.

SPECIALIZED SERVICES & PARTNERS

Partner	Purpose / Status
Payne Education Center	Certified Academic Language Therapist services for students with developmental dyslexia, reading disability, or severe reading deficiencies.
ReadWrite Center	Additional option for dyslexia evaluations and therapy.
Shimmer	ADHD coaching contract development.
Core of Knowledge	Additional dyslexia evaluation/therapy option under development.
Behoove	Additional dyslexia evaluation/therapy option under development.
Mathnasium	Financial-literacy-focused workplace readiness contract implemented October 1, 2025, serving students ages 14-21 in Edmond, Deer Creek, and north Oklahoma City.

OUTREACH, COLLABORATION & COMMUNICATION

The external Transition Newsletter remains a key outreach tool. Staff continue to seek success stories and leads from counselors, partners, and programs for future issues.

Transition coordination from May 2026 – September 30th, 2026 included BEST/STEP planning, transition training, Business Services, Council of state Administrators of Vocational Rehabilitation (CSAVR) Transition Committee, Joining Forces, school presentations and fairs, Down Syndrome Association of Central Oklahoma (DSACO), Oklahoma Commission on Children and Youth (OCCY) youth-custody work, Project SEARCH, Cimarron Public Transit, counselor/tech check-ins, Career Pathways, Disability Innovation Fund (DIF) discussions, Oklahoma Transition Council (OTC), National Technical Assistance Center on Transition: The Collaborative (NTACT:C), Pre-ETS blindness communities of practice, Autism Foundation of Oklahoma (AFO),

Collaborate for Change, RSA advisory activities, Oklahoma School for the Blind (OSB) quarterly meetings, Pre-VR, VR-Technical Assistance Center (TAC), policy work, university transition partnerships, Oklahoma Inclusive Post Secondary Education (OKIPSE), IDEA-B, DDS/DRS, ABLE Tech micro-credentialing, Pathways to Partnerships, Transition Team Training (PD), Science Technology Engineering and Math (STEM) discussions and planning, Project SEARCH conference, Pre-ETS boot camp with Missouri Pre-ETS, transportation (DOT) meetings for youth 18-24, state plan capacity building, and education/training subcommittee work.

ITEMS TO WATCH

- Transportation barriers and rural access across transition programming.
- Summer 2027 BEST/STEP improvements in job development, onboarding, communication, role clarity, and individualized job matching. We are in discussions now about improvement and a debrief of the summer took place with staff on 9.29.26.
- Continued growth of WAT and SWS vendors and school partnerships.
- Project SEARCH funding and school-partner development.
- Expansion of authentic community-based work experiences and employer partnerships.
- Continued use of staff and program data to guide statewide planning and quality improvement.

Commission takeaway Transition Services continues to expand statewide access to meaningful work experiences while using Summer 2026 feedback and outcomes to strengthen implementation for 2027. The focus remains on opportunity, collaboration, consistency, and employment outcomes for students with disabilities.

Respectfully submitted,

Renee Sansom Briscoe

Statewide Transition Coordinator | Oklahoma Department of Rehabilitation Services