

Rules of
Department of Social Services
Division 40—Division of Family Services
Chapter 91—Rehabilitation Services for the Blind (RSB)

Title	Page
13 CSR 40-91.010 Business Enterprise for the Blind	3
13 CSR 40-91.020 Vocational Rehabilitation for the Blind	22
13 CSR 40-91.030 Prevention of Blindness Program	76

**Title 13—DEPARTMENT OF
SOCIAL SERVICES**

**Division 40—Division of Family Services
Chapter 91—Rehabilitation Services
for the Blind (RSB)**

**13 CSR 40-91.010 Business Enterprise for
the Blind**

PURPOSE: This rule establishes the guidelines for administration of the Business Enterprise Program of the Division of Family Services, Bureau for the Blind, as mandated by the Randolph-Sheppard Act, as amended through 1974, 34 CFR 395, sections 8.051 and 8.700-8.745, RSMo.

Editor's Note: The secretary of state has determined that the publication of this rule in its entirety would be unduly cumbersome or expensive. The entire text of the material referenced has been filed with the secretary of state. This material may be found at the Office of the Secretary of State or at the headquarters of the agency and is available to any interested person at a cost established by state law.

(1) Legal Authority. The Business Enterprise Program (BEP) of the Division of Family Services/Rehabilitation Services for the Blind is administered according to the Randolph-Sheppard Act, as amended through 1974, 34 CFR 361.50, 34 CFR 395, sections 8.051 and 8.700-8.745, RSMo. The Division of Family Services/Rehabilitation Services for the Blind administers the Business Enterprise Program according to the terms of this rule.

(2) Definitions. The following definitions are used in this rule:

(A) Administrative fee means an assessment against the operating income from direct sales in vending facilities, including income from manager-serviced vending machines and from commissions that vending companies pay on proceeds from vending machines located in facilities in which there is an on-site manager;

(B) Assigned income means income from commissions that vending companies pay to the nominee on proceeds from vending machines in vending facilities in which there is an on-site manager. The nominee disburses this income to the manager, according to subsection (15)(C);

(C) Blind person is a person whose central visual acuity is no more than twenty/two hundred (20/200) in the better eye with best correction or whose field of vision in the better eye is restricted to a degree that its widest

diameter subtends an angle no greater than twenty degrees (20°);

(D) Rehabilitation Services for the Blind is the unit within the Division of Family Services that administers the Business Enterprise Program. Rehabilitation Services for the Blind is referred to in this rule as RSB;

(E) Business Enterprise Program means the total vending facility program within the Division of Family Services, Rehabilitation Services for the Blind. The Business Enterprise Program is referred to in this rule as the BEP;

(F) Cafeteria means a full-line food service facility in which the food is prepared on-site;

(G) Certificate of Training means the certificate that RSB presents to a blind person who successfully completes vending facility manager training. The certificate indicates the level of the training which a blind person has completed and the level at which the state licensing agency (SLA) may license the blind person, as stated in subsection (2)(T). A copy of the certificate follows this rule;

(H) Change fund loan means an interest-free loan from the nominee to be used for the manager's initial operating funds;

(I) Convenience store means a vending facility that has over-the-counter sales but does not have on-site food preparation that requires the manager to handle unpackaged products, except for hot and cold beverages;

(J) Creditable service means only those periods when a manager is employed as a full-time contracted BEP manager and is current in all reports and payments;

(K) Deputy director, Division of Family Services/Rehabilitation Services for the Blind means the person who directs the administration of all service programs of RSB and who is referred to in this rule as deputy director;

(L) Direct competition means the presence and operation of a vending machine or a vending facility operated by an entity other than a blind manager on the same premises as a vending facility operated by a blind manager. Vending machines or vending facilities operated in areas serving employees, the majority of whom normally do not have direct access, in terms of uninterrupted ease of approach and the amount of time required to patronize the vending facility, to the vending facility operated by a blind manager shall not be considered to be in direct competition with the vending facility that is operated by a blind manager;

(M) Division of Family Services is the state licensing agency that is designated by the Secretary of the United States Department of Education to issue licenses to blind persons for the operation of vending facilities

on federal, state and other property. The Division of Family Services is referred to in this rule as the SLA;

(N) Equipment means occupational fixtures, furnishings, machinery, tools and accessories that are required in the operation of a vending facility. Equipment has a life of at least one (1) year and can be used repeatedly;

(O) Executive committee of blind vendors is the executive body that is elected by the Blind Vendors of Missouri, as discussed in section (6). Blind Vendors of Missouri is referred to in this rule as BVM;

(P) Fair minimum return means the amount RSB establishes as the minimum level of net income that a manager derives from a vending facility;

(Q) Federal property means any building, land or other real property owned, leased or occupied by any department, agency or instrumentality of the United States, including General Services Administration, the Department of Defense, the Department of Energy, and the United States Postal Service, or any other instrumentality wholly owned by the United States;

(R) Individual location, installation or facility means a single building or a self-contained group of buildings. In order for RSB to consider two (2) or more buildings to be a self-contained group of buildings, the buildings must be located in close proximity to each other and a majority of the employees housed in any of the buildings must move regularly from one (1) building to another in the course of official business during normal workdays;

(S) Initial inventory means the marketable merchandise and consumable supplies that RSB determines is necessary for a manager to begin operation of a new or substantially altered vending facility;

(T) License means the written instrument the SLA issues to a blind person and that confirms that person's eligibility to operate a vending facility on federal, state or other property. A Level I license is for the management of vending machine banks in which all income is derived from commissions. A Level II license is for the management of vending machine banks and convenience stores. A manager-serviced vending machine bank requires a Level II license. A Level III license is for the management of vending machine banks, convenience stores and snacks bars. A Level IV license is for the management of vending machine banks, convenience stores, snack bars and cafeterias. The SLA shall issue a license only to those blind persons who are citizens of the United States, whom RSB certifies, as defined in

subsection (2)(G), as qualified to operate a vending facility, who have successfully completed a six (6)-month probationary period as an active facility manager, and who are in need of employment. A copy of the license follows this rule;

(U) Licensee means a blind person to whom the SLA has issued a license to operate a vending facility on federal, state or other property;

(V) Management services means supervision, inspection, quality control, consultation, accounting, regulating, in-service training and other related services provided on a systematic basis to support and improve vending facilities operated by blind vendors. Management services do not include those services or costs that pertain to the ongoing operation of an individual vending facility after the initial establishment period;

(W) Manager-serviced vending machines means vending machines for which the manager is responsible for purchase of product, filling and maintenance of the machines. The manager receives all revenue, less administrative fees, from sales and pays all operational expenses except for repair of vending machines;

(X) Net income means operating income plus income from commissions, less administration;

(Y) Nominee means a nonprofit corporation which, through a written agreement with the SLA, acts as the agent of the SLA in providing services to vending facility managers in the BEP;

(Z) Normal working hours means an eight (8)-hour work period between the approximate hours of 6:00 a.m. to 6:00 p.m., Monday through Friday;

(AA) Operating income means income from operations, less operating expenses;

(BB) Other property means property which is not federal property or state property and on which the SLA establishes or operates vending facilities by the use of any funds derived in whole or in part, directly or indirectly, from the operation of vending facilities on federal or state property;

(CC) Over-the-counter sales, including manager-serviced vending machines, means any transaction in which a customer purchases products which a manager has procured for the purpose of resale within the vending facility;

(DD) Probationary period means the first six (6) months of active facility management by a certified graduate of the BEP training program;

(EE) Property management means a person or instrumentality that grants a permit, contract, or agreement to the SLA for the

operation of a vending facility at a specific location;

(FF) Set-aside funds means funds which accrue to the nominee from all unassigned income from vending machines located on federal property and from the administrative fee that the nominee assesses against the operating income from direct sales in all vending facilities and from the administrative fee that the nominee assesses against commissions paid by vending companies on vending machine proceeds in all vending facilities in which there is a manager on-site;

(GG) Snack bar means a vending facility with limited on-site food preparation and over-the-counter sales;

(HH) State property means all real property, or part of real property, that is owned, leased, rented or otherwise controlled or occupied by any department, agency or body of the state of Missouri, including roadside rest areas, except property of Department of Mental Health. State property does not include a building in which less than one hundred (100) state employees are, or will be, located during normal working hours; a building in which less than fifteen thousand (15,000) square feet of interior floor space is to be used for state government purposes or in which services are to be provided to the public; or a building that state government employees are to occupy for less than three (3) years;

(II) Supplies means items that are expendable, necessary to carry out the day-to-day operation of a vending facility and that are used on the premises;

(JJ) Unassigned income means income that accrues to the nominee from commissions that vending companies pay on proceeds from vending machines on federal, state and other property in which there is no on-site manager. The nominee uses these funds for manager and program benefits according to subsection (15)(D);

(KK) Vending facility means a business that the SLA establishes for the sale of products. It may consist, exclusively or in combination, of automatic vending machines, convenience stores, snack bars or cafeterias. A vending facility may consist of only a portion of a building, it may be comprised of one (1) or more locations within a building and it may encompass more than one (1) building;

(LL) Vending facility manager means a blind person who has been licensed by the SLA and who has a Vending Facility Manager's Agreement. Vending facility manager is referred to in this rule as manager;

(MM) Vending Facility Manager's Agreement means a written document, entered into by the licensee, the SLA and the nominee,

that states the terms and conditions for the licensee to be on-site to operate a vending facility at a specific location. Vending Facility Manager's Agreement, a copy of which follows this rule, is referred to in this rule as manager's agreement;

(NN) Vending machine bank means one (1) or more coin-operated vending machines that dispense articles or services and that are located in one (1) or more locations in one (1) or more buildings that RSB designates as a vending facility. Vending machine bank does not mean those machines that are operated by the United States Postal Services for the sale of postage stamps or other postal products and services, or machines located on federal property that provides services of a recreational nature; and

(OO) Vending machine income means proceeds from vending machine operations on federal, state or other property where the machines are operated, serviced or maintained by, or with the approval of, a department, agency, or instrumentality of the United States, Missouri or other public or private entity. Vending machine income also includes commissions that a commercial vending company pays to the nominee on proceeds from vending machines that the commercial vending company operates, services and maintains on federal, state or other property for, or with the approval of, a department, agency, or instrumentality of the United States, the state of Missouri or other public or private entity.

(3) Nondiscrimination. The SLA and RSB shall administer the BEP without regard to race; color; religion; sex; national origin; veteran, secondary handicap or marital status; age or political beliefs of blind persons who are manager applicants, trainees, licensees or managers. The SLA and RSB shall administer the BEP without regard to race; color; religion; sex; national origin; veteran, handicap or marital status; age or political beliefs of SLA or nominee employees and of contractors that provide goods or services to vending facilities.

(4) Responsibilities of RSB. RSB, as designated by the SLA, shall carry out the following activities in the administration of the BEP:

(A) RSB shall establish vending facilities on federal, state or other property. The Randolph-Sheppard Act, as amended through 1974, authorizes RSB to establish vending facilities on federal property. Sections 8.051 and 8.700-8.745, RSMo authorize RSB to establish vending facilities on state property. RSB establishes vending facilities on other

public or private property at the request of the public or private entity responsible for management of the property;

(B) RSB shall provide to each manager consultation and advice for developing sales techniques, merchandising and general operating of the vending facility, purchasing procedures, managerial methods or procedures to promote financial success, appearance and sanitation of the vending facility and required reporting procedures;

(C) RSB may act as liaison between the manager and property management, suppliers and patrons;

(D) RSB shall provide to each manager a copy of 34 CFR 395, 34 CFR 361.50, sections 8.051 and 8.700–8.745, RSMo and this rule;

(E) RSB shall provide to each manager a written description of the arrangements for providing services and the manager's agreement. If the facility is on federal property, RSB shall provide to the manager a copy of the permit that covers the operation of the vending facility. If the vending facility is not on federal property, RSB shall provide to the manager written documentation of the responsibilities of the manager, the SLA and property management in relation to operation of the vending facility. At the request of a manager, RSB shall arrange a convenient time to explain these documents to each manager;

(F) RSB shall provide to each manager access to all program and financial data of the SLA and the nominee that is relevant to the operation of the BEP. The data shall include monthly and annual financial reports; provided that this disclosure does not violate applicable federal or state laws pertaining to the disclosure of confidential information. To the extent possible, RSB shall provide these data to each manager in the manager's preferred reading medium. At the request of a manager, RSB shall arrange a convenient time to assist in the interpretation of the data;

(G) RSB shall provide the Blind Vendors of Missouri (BVM) executive committee with advance written notice of matters that the executive committee will consider and of meetings that the executive committee or other managers should attend; and

(H) RSB, through the authority designated to it by the SLA, shall have the ultimate responsibility for the administration of the BEP, including the expenditure of all federal and state funds, funds that are paid to the nominee by vending facility managers and funds that accrue to the nominee from commissions that vending companies pay on vending machine proceeds. RSB shall consult with the executive committee regarding pro-

gram issues. If RSB does not adopt the recommendations of the executive committee, RSB shall notify the executive committee in writing of the decision RSB reaches and the reason(s) for the decision.

(5) Responsibilities of the Blind Vendors of Missouri. All active managers in the BEP are members of the Blind Vendors of Missouri, an organization whose membership is limited to managers in the BEP. This organization, which meets at least one (1) time and no more than two (2) times each year, nominates individuals from its membership to serve on the executive committee of blind vendors, which is referred to in this rule as the executive committee. The executive committee, to the extent possible, is representative of all managers in the BEP and functions throughout the year in behalf of all managers.

(A) Meeting(s) of BVM. A quorum at any meeting of this organization shall consist of one-third (1/3) of the membership; provided, two (2) officers are present. The meeting held annually in June is referred to as the annual meeting of the organization. All meetings of the BVM shall be conducted under *Robert's Rules of Order*.

(B) Nomination of Executive Committee Members. RSB shall provide that, prior to the annual meeting of the BVM, a nomination ballot is sent to each manager that contains the names of all managers in the BEP who are eligible for election to positions on the executive committee that become vacant at the time of the annual meeting. To be eligible a person must be a licensed contract manager in good standing. After receipt of all nomination ballots, RSB shall compile an election ballot that contains for each position the names of the two (2) managers who received the most nominative votes. If there is a three (3)-way tie, a run-off election will be held at the annual meeting, prior to the general election, to establish the top two (2) candidates.

(C) Election of Executive Committee Members. At the annual meeting of the BVM, RSB shall provide for the managers in attendance to elect, by secret ballot, a manager to fill each vacant position on the executive committee. The manager who receives the most votes for each position assumes the elective office at the conclusion of the annual meeting. Each of the five (5) members and one (1) alternate shall serve a term of two (2) years and shall not be eligible for election to the same office for more than two (2) consecutive terms.

(D) Any executive committee member who misses two (2) consecutive executive committee meetings (unless due to a personal or family emergency) will be dropped from the

committee. The alternate board member shall succeed to active board member status until the next annual meeting of the BVM is held. The executive committee will function without an alternate until the annual election. If the exiting member held an officer position, the members of the executive committee shall elect, from the committee, an individual to function in that officer position until the next annual meeting when the general membership will vote for a replacement to fill the unexpired term.

(6) Responsibilities of the Executive Committee of Blind Vendors of Missouri. The committee shall meet as often as is necessary, as determined by RSB and the executive committee, to carry out the following responsibilities:

(A) To participate actively with RSB in major administrative, policy and program decisions that affect the overall administration of the BEP;

(B) To participate actively with RSB in the development and administration of a system for the selection, transfer and promotion of managers;

(C) To participate actively with RSB in developing training and retraining programs for managers;

(D) To receive and transmit grievances from managers to RSB;

(E) To serve as advocates for managers in grievance proceedings;

(F) To sponsor, with the assistance of RSB and the nominee, meetings and instructional conferences for managers;

(G) To designate, as necessary, subcommittees or individual members to carry on the functions of the executive committee between meetings of the entire executive committee;

(H) All meetings of the executive committee shall be conducted under *Robert's Rules of Order*.

(7) Responsibilities of the Nominee. The SLA may enter into a written agreement with a nominee to act as its agent in the administration of the BEP. The responsibilities of the nominee include:

(A) The nominee shall collect from each manager and promptly deposit in a designated bank an administrative fee, as defined in subsection (2)(A);

(B) The nominee shall collect and promptly deposit in designated banks all commissions paid on vending machine proceeds. The nominee shall maintain separate accounts for the restricted and unrestricted fund revenue;

(C) As funds are available, the nominee shall disburse set-aside funds at the direction

of RSB and for the purposes stated in subsection (12)(B);

(D) As funds are available, the nominee shall disburse unassigned income from vending machines located on nonfederal property at the direction of RSB and for the purposes stated in subsection (15)(D); and

(E) The nominee shall maintain records which accurately reflect all transactions of the nominee and shall make available all records that are required for audits that may be conducted by federal or state auditors or private auditors that the nominee retains to conduct annual or special audits.

(8) Vending Facility Manager Training. RSB shall train a vending facility manager through the following procedures:

(A) Application for Training. Any person who is a vocational rehabilitation client of RSB may request a determination of eligibility to enter manager training. RSB shall meet the cost of manager training with vocational rehabilitation case service funds, within the guidelines stated in 13 CSR 40-91.020.

(B) Criteria for Acceptance for Manager Training. A vocational rehabilitation client who is accepted for manager training shall undergo a criminal background check and shall meet the following criteria:

1. Is legally blind; and
2. Is a citizen of the United States;

(C) Responsibilities of the Manager Trainee.

1. Trainees are expected to be punctual, present a clean, well-groomed appearance, be attentive, and conduct themselves in a professional manner.

2. If the trainee displays any of the following behaviors, training may be suspended immediately, with the recommendation to the training director and vocational rehabilitation counselor for termination to be effected as soon as possible:

- A. Insubordination;
- B. Inability to control temper or emotional outbursts;
- C. Abuse of alcohol or use of illegal drugs;
- D. Embezzlement of training funds or property;
- E. Absenteeism;
- F. Tardiness;
- G. Not completing assignments in a timely manner; and
- H. Lack of personal hygiene (must maintain a clean and well-groomed appearance).

3. If problems arise causing the trainee to fall behind the training schedule, for example, illness, personal problems, previously undetected skill deficiencies, attitude, etc. the

trainee will be given written notice of the areas of unacceptable performance. The trainee will, if requested, be given one (1) week to correct the problem(s). After this week, the training director, with advice of the trainer, will determine if training will continue or be terminated.

4. If training is terminated, the trainee may reapply for training after the reasons for termination have been corrected. This person would then be placed on the training list as of the date of reapplication. If the trainee left the training program due to illness or family problems and re-enters within twelve (12) months from the date training was terminated, the trainee may be credited with training previously completed. Credit will be given if a one (1)-week evaluation conducted prior to resuming training demonstrates an acceptable level of retention of initial instruction; and

(D) Manager Training Requirements. Training for a Level I license consists of orientation to the BEP and on-the-job training. Training for a Level II, Level III or Level IV license consists of orientation to the BEP, academic course work, and on-the-job training. The manager who provides on-the-job training for a trainee shall complete a Trainee Evaluation Report, a copy of which follows this rule.

1. The deputy director, with the concurrence of the executive committee, may waive a portion of training for those persons who have prior education, training or experience in food service operations. Regardless of prior education, training or experience, all Level I trainees shall have a minimum of two (2) weeks BEP training and all Level II, Level III or Level IV trainees shall have a minimum of four (4) weeks BEP training. If the deputy director does not waive a portion of the training, Level I training is a minimum of eight (8) weeks, Level II is a minimum of sixteen (16) weeks, Level III training is a minimum of eighteen (18) weeks, and Level IV training is a minimum of twenty-six (26) weeks.

2. When a trainee successfully completes all training, RSB will award to the trainee a Certificate of Training that certifies the person is qualified to be licensed as a vending facility manager. The Certificate of Training states the level for which the trainee is eligible to be licensed. Level II, Level III, and Level IV trainees must attain a minimum score of seventy-two percent (72%) on the final exam to be eligible for licensure.

3. A certified graduate, upon assuming management of a facility, shall begin a six (6)-month probationary period. During the probationary period, the probationary manager will receive insurance benefits normally

associated with the BEP, but shall not be licensed until the probationary period has been completed. During the probationary period, a bond will be secured through established BEP procedures. If bondability cannot be achieved, the probationary manager will be terminated from the program. When the probationary period has been successfully completed and bond has been secured, the probationary manager will be issued a license. The license shall be retroactive, to include the probationary period and will establish eligibility for full benefits.

4. The deputy director may require an evaluation or additional training, or both, for any active manager whom RSB determines is not performing at a satisfactory level. The deputy director may require the manager to undergo comprehensive assessment of compensatory skills, and, or medical examinations, including visual and psychological, that the deputy director considers necessary in order to determine the manager's ability to continue management of a vending facility.

(9) Licensing of a Manager. The SLA shall issue a license only to a person who is legally blind, is a citizen of the United States, is certified by RSB as qualified to manage a vending facility, and has successfully completed a six (6)-month probationary period as an active facility manager.

(A) The license issued by the SLA shall state the level of facility the licensee is qualified to manage.

(B) If the SLA has licensed a person as a vending facility manager but that person has not actively participated in the BEP through management of a facility or bidding on a facility, for three (3) years or more, the SLA may terminate the manager's license. The SLA, upon the deputy director's recommendation, may grant as extension of licensure beyond the three (3) year period of nonparticipation in the BEP.

(10) Selection and Appointment of a Vending Facility Manager. RSB shall use the following procedures to select and appoint each manager:

(A) RSB shall send written notification of each vending facility management opening to all licensees. In order for RSB to consider an applicant, a written application must be post-marked within twelve (12) calendar days of the date of written notification of the opening. In order for the application of any manager to be considered, the manager must be current in submitting Manager's Weekly Reports, must be current in payment of administrative fees and, if applicable, must be current in all payments due the nominee.

The applicant must be appropriately certified or licensed and have current National Restaurant Association's Applied Food Service Sanitation Course certification as required in subsection (11)(D);

(B) An applicant for the position of vending facility manager must sign a "Release of Information" form, allowing a review of the applicant's records. The executive committee shall review and evaluate each application on the basis of the information the applicant provides in the application, on information RSB provides regarding the applicant's performance as a trainee or manager and on the results of a personal interview that the executive committee conducts with each applicant. RSB retains the right to acquire any additional information, such as verification of payment to purveyors, considered relevant to an applicant's qualifications for appointment as a manager. The executive committee shall give the deputy director the committee's recommendation regarding appointment of a manager. The executive committee may recommend that none of the applicants be appointed;

(C) If the deputy director agrees with the executive committee, the deputy director shall appoint or reject each applicant, as recommended by the executive committee. If the deputy director does not agree with the recommendation of the executive committee, the deputy director, after consultation with the executive committee, may appoint another qualified applicant as manager of the vending facility;

(D) The deputy director shall send written notification of the results of the selection process to each applicant; and

(E) The SLA, the nominee and the manager will sign a manager's agreement, which is dated the day that the manager assumes management of the vending facility.

(11) Operation of a Vending Facility. The SLA, RSB, nominee and each manager shall follow these procedures regarding the operation of a vending facility.

(A) Each manager agrees to enter his/her facility at his/her own risk. Responsibility for injuries received and all related expenses thereto will be assumed by the vending facility manager. Each manager may, at his/her own expense, purchase Workers' Compensation insurance coverage for his/herself.

(B) Each manager is responsible for having the vending facility open for business on the days and during the hours specified in the permit, contract, or agreement, a copy of which will be given to the manager. The manager shall not subcontract or make other arrangements that will relieve the manager

from active, personal management of the facility, unless RSB has given prior written approval. Active, personal management for the purposes of this rule shall mean the manager shall be physically present in the vending facility at least five (5) hours per day, five (5) days per week. At least half of this time must be during hours that the facility is open to the public.

(C) Each manager will notify RSB in advance and within a reasonable time period before taking any voluntary leave from the vending facility, and as soon as possible in the event of involuntary leave (for example, illness). The manager will provide for substitute operation of the vending facility as may be necessitated by the manager's absence due to illness, vacation, etc. The salary of the person who substitutes for the facility manager, or that of other emergency or temporary help, shall be paid by the vending facility manager. If a manager is absent from the vending facility for more than thirty (30) successive days due to illness, RSB may request all medical information regarding the manager's health condition. If the medical information indicates the manager will be absent from the vending facility for as much as six (6) months, the SLA may terminate the manager's agreement.

(D) Any person who is licensed as a Level II, Level III or Level IV manager after July 1, 1990, shall obtain recertification in the Applied Food Service Sanitation course every five (5) years. Any person who manages a Level II, Level III or Level IV facility in a municipality that requires certification in the Applied Food Service Sanitation course shall obtain recertification every five (5) years, regardless of the date the SLA licensed the person.

(E) Each manager shall maintain the facility according to the standards stated in state and local health laws and regulations and the terms stated in the permit, contract, or agreement with property management. The manager and all vending facility employees shall maintain high standards of personal hygiene and grooming. They will maintain a neat, business-like appearance while working at the facility and will operate the facility in an orderly business-like manner.

(F) Children of the manager or facility employees shall not be present in the facility for the purpose of child care during the normal hours of operation.

(G) RSB shall conduct a bimonthly on-site inspection of each vending facility to insure it is being managed according to the requirements of 34 CFR 395, section 8.051, RSMo, sections 8.700—8.745, RSMo and this rule. The findings of the inspection shall be

recorded on the Review of Facility (ROF) form, a copy of which follows this rule. A score of less than eighty-five percent (85%) on the ROF may require remedial training

(H) Each manager shall maintain product liability, general liability and Workers' Compensation insurance for his/her vending facility. The nominee shall be named as the "additional insured." The nominee, with consultation from the executive committee and as directed by RSB, shall obtain the insurance and shall bill the manager his/her proportionate share of the premium on each monthly statement. The amount charged will be adjusted annually based on prevailing rates and the annual insurance audits.

(I) RSB, in consultation with the manager, shall determine and provide equipment for each vending facility. The manager shall not purchase, transfer, modify or dispose of any vending facility equipment unless RSB has given prior written authorization. When equipment is delivered to a vending facility, the manager shall sign the invoice noting any obvious damage, potential for concealed damage, or shortage, and deliver it to RSB. If the equipment cannot be inspected at the time of delivery, it should be signed for "subject to inspection." RSB will inspect the equipment to ensure that it is not damaged and that it meets the required specifications. The manager shall ensure appropriate care of all equipment and shall be responsible for training all vending facility employees in the proper and safe use of equipment. RSB shall maintain vending facility equipment in good repair and attractive condition. When the manager becomes aware of the need for equipment repair or replacement, the manager shall notify RSB promptly in writing. If the manager considers that repair or replacement is needed immediately, the manager may inform RSB orally of the need and shall confirm the request in writing within (5) workdays. RSB, in consultation with the manager, shall decide whether repair or replacement is needed. If emergency repair or replacement is needed, RSB shall provide oral authorization and shall confirm the authorization in writing within one (1) workday. If the manager discovers the need for emergency repair or replacement on a day when RSB offices are closed, the manager may make arrangements for repair or replacement and shall notify RSB on the first day that RSB offices are open following the discovery. The manager shall pay for any equipment repair that RSB did not authorize. The manager also shall pay the cost of repair that is needed due to negligence or abuse by the manager or vending facility employees and

for expense resulting from failure to determine a minor repair such as unit not plugged in, reset button not pushed, or circuit breaker tripped. The right, title to and interest in equipment that the SLA or the nominee purchases shall be vested in the name of the primary purchaser. The nominee shall take necessary steps to defend and maintain the SLA's paramount right, title to and interest in all equipment.

(J) RSB shall provide an initial inventory adequate for the manager to begin operation at each new or substantially altered vending facility. Each manager will be provided with a written copy of the initial inventory and its value computed on wholesale prices at the time of purchase. On the date of the manager's termination as manager, for whatever cause, RSB shall take an inventory of all readily marketable merchandise and consumable supplies in the vending facility. The value of the inventory shall be computed on current wholesale prices. RSB shall deduct the value of the inventory plus any cash advances or other sums that the manager owes to RSB or the nominee. The difference is the amount due and it shall be paid to the manager or the manager's estate within ninety (90) days from the date the inventory was taken. Failure to pay the amount due within the required ninety (90)-day period will result in a penalty to RSB of one and one-half percent (1 1/2%) of the balance, to be paid monthly until the account is settled. If the manager or the manager's estate owes money to RSB or the nominee, RSB or the nominee shall notify the manager or the manager's estate in writing of the amount that is owed. The manager shall pay the amount owed to RSB or the nominee within ninety (90) days from the date of the notification letter. If a manager's estate owes money to RSB or the nominee, RSB or the nominee shall file a claim against the manager's estate for the amount of the debt that is owed. RSB or the nominee shall assess a penalty of one and one-half percent (1 1/2%) per month of the balance that the manager of the manger's estate owes to RSB or the nominee, until the account is settled. Each manager shall maintain an inventory of equal or greater value than the initial inventory in order to insure continuation of services and maintenance of a viable business operation.

(K) If a manager is unable to furnish a change fund for the facility, the nominee may make an interest-free loan to the manager in an amount that RSB, after consultation with the manager, determines is sufficient. The manager shall repay this loan in ten (10) equal monthly installments beginning no later than ninety (90) days from the date of the

loan or upon the manager's resignation or termination as manager of the facility, whichever date occurs first. When the nominee makes an interest-free loan to a manager, the manager shall sign a promissory note, a copy of which follows this rule.

(L) Each manager shall set prices for items to be sold based on market value. If a manager refuses to set prices based on market value or if a dispute arises between two (2) or more managers, RSB may establish the price at which product(s) will be sold.

(M) Each manager shall operate the vending facility business on a cash basis except for such credit accounts as may be established or authorized by RSB. The manager may sell only the types of merchandise stated in the permit, contract or agreement with property management. Merchandise types may not be added or deleted without the approval of RSB and the consent of property management. Merchandise that is purchased for the vending facility and reported on the manager's weekly report shall not be removed from the facility unless sold. Each manager is accountable to RSB for the proceeds of the business and will handle the proceeds, including payments to suppliers and deposits of funds, in accordance with instructions from RSB. Each manager who has employees shall make required federal tax deposits at a federal reserve bank. Deposits will include employee withholdings for income taxes and Social Security and employer matching withholding for Social Security. Each manager shall collect all applicable sales taxes on gross sales and shall remit the taxes to the nominee, in the amount shown on the monthly statement. The nominee shall submit tax forms and monthly payments for all managers to the Missouri Department of Revenue and when appropriate to county and city governments. The manager shall maintain a business account which is separate from any personal account(s). The manager is liable for all debts s/he incurs in the operation of the vending facility. RSB may, with reasonable cause, require verification that a manager has paid all legal debt incurred in the operation of the vending facility and that federal tax deposits are current.

(N) Subject to applicable laws, regulations, and this rule each manager shall make all personnel decisions, including hiring and termination, employee wages, benefits and working conditions. Employee wages must be within the prevailing wage range for the job classification in the area where the facility is located. If the wage/salary exceeds the prevailing wage, the manager may be required to provide RSB with written justification. A manager may consult with RSB regarding the

number of employees s/he will hire. First, preference shall be given to blind persons in need of employment. Second, preference shall be given to other disabled persons. Each manager and all vending facility employees will strive at all times to maintain a positive working relationship with management and customers of the vending facility.

(O) Each manager shall submit all reports or records that RSB or the nominee requests. These reports or records shall include, but not be limited to, daily and weekly reports. The daily report shall include opening cash-on-hand, the amount of sales, the amount of pay outs, and cash-on-hand at the close of the business day. The manager's weekly report and payroll report must include completed Manager's Weekly Report and Vending Facility Payroll Report forms, copies of which follow this rule. In addition, supporting documentation including cash register "Z 2" tapes and all paid invoices for the week the report covers must be included. All required reports shall be postmarked no later than the fourth day following the closing date of the period the report covers.

(P) At the end of each month, the nominee shall furnish to the manager a Monthly Operating Statement for the manager's vending facility. The report will reflect the facility's sales and expenses and the amount the manager must submit to the nominee for administrative fees, sales taxes and insurance. The manager is responsible for personal income tax deposits due the Internal Revenue Service. A copy of the Monthly Operating Statement follows this rule.

(Q) The manager shall send to the nominee the amount owed, as shown on the monthly statement with postmark no later than the twenty-fifth day of the month. If payment is delinquent, a penalty of one and one-half percent (1 1/2%) per month shall be assessed on the balance owed. If a manager is two (2) months delinquent in paying to the nominee the amounts due, the SLA may terminate the manager's agreement or license, or both. If the manager submits any check which does not clear the bank, the nominee shall assess a penalty charge in the same amount that the bank assesses the nominee. If a manager submits two (2) checks within a twelve (12)-month period that fail to clear the bank, the nominee shall give written notification to the manager that all future payments must be made by certified check or money order.

(R) RSB shall ensure that each manager has a fair minimum return, within the following limitations. A manager may apply in writing to the nominee for an interest-free subsidy for any month during which the net

income from the manager's vending facility is less than seven hundred dollars (\$700). The subsidy for one (1) month cannot exceed seven hundred dollars (\$700) or the difference between seven hundred dollars (\$700) and the amount of the manager's net income from the vending facility for the month, whichever is less. The manager may apply for this interest-free subsidy no more than three (3) times. The manager must pay all amounts s/he owes to RSB or the nominee before s/he is eligible to apply for a subsidy. After a maximum of three (3) subsidies, the manager may reestablish eligibility for interest-free subsidies by repaying the full amount of all previous fair minimum return subsidies. The manager may repay the subsidies at any rate selected by the manager. The nominee does not require the manager to repay the subsidies, but failure to repay the subsidies will result in ineligibility to receive additional fair minimum return subsidies.

(S) RSB shall select vending facility locations that require payments of rent or other fees only when a manager's net income from that location is expected to justify that expense. When payments of rent or other fees are necessary, the manager shall make these payments.

(T) Before beginning operation of a vending facility, the manager shall obtain and pay for all necessary state, county and city licenses and permits. These licenses and permits shall be kept current by the manager for the duration of the manager's agreement.

(U) The nominee shall pay all initial charges for purchase, installation and connecting or disconnecting telephone for the vending facility.

(V) If the majority of the population in a building which houses a vending facility is transferred from that building to another on either a temporary or permanent basis, the SLA may transfer the vending facility and manager to the new building without placing the new facility on competitive bid.

(W) Each manager shall maintain minimum levels of net profit from sales of nineteen percent (19%) for a Level II facility, fourteen percent (14%) for a Level III facility, and ten percent (10%) for a Level IV facility. The maximum percent of merchandise costs shall not exceed seventy-two percent (72%) for a Level II facility, fifty-eight percent (58%) for a Level III facility and fifty-two percent (52%) for a Level IV facility.

(X) Failure to operate a vending facility in accordance with acceptable operating standards as outlined in this section may result in the SLA placing the manager on probation for a period of time deemed sufficient to correct noted management deficiencies. The

SLA may require additional training during this period. If correction is not achieved within this probationary period, the SLA may terminate the manager's agreement or license or both according to subsection (16)(A).

(12) Administrative Fees and Set-Aside Funds. RSB and the managers shall establish policies regarding set-aside funds. Set-aside funds accrue to the nominee from all commissions on vending machine proceeds in vending facilities located on federal property in which there is no manager on-site, from administrative fees that the nominee assesses against all operating income from vending facilities and administrative fee that the nominee assess on commissions on vending machine proceeds in vending facilities in which there is a manager on-site.

(A) Each manager shall pay to the nominee a fee in the amount of thirteen percent (13%) of the income from net proceeds. This fee is referred to as the administrative fee and is included in the set aside funds. The nominee shall record on the manager's monthly statement the amount of the administrative fee that the manager owes on that month's sales. The nominee shall deduct a thirteen percent (13%) administrative fee from all commissions that vending machine companies pay on vending machine proceeds in vending facilities in which there is a manager on-site.

(B) As set-aside funds are available, the nominee shall use set-aside funds solely for the purposes of a fair minimum return for managers, maintenance and replacement of vending facility equipment, purchase of new vending facility equipment, management services and the establishment and maintenance of retirement or pension funds, including group life insurance, health insurance and contributions and provision for paid vacation time for managers and nominee employees.

(13) Seniority. A manager earns or loses seniority credit according to the following guidelines:

(A) A full-time manager in the BEP shall earn one (1) month of seniority for each full month that the manager worked and paid all fees, as required by this rule, except that a licensee who works as a temporary manager shall earn only one-half (1/2) month seniority for each month that the temporary manager worked. A manager shall not accrue seniority for any month in which payment of fees or loans are delinquent;

(B) A full-time manager in the BEP who resigns from a facility in good standing shall lose fifty percent (50%) of the manager's accumulated seniority at the time the manager resigns. After an absence from the BEP of

three (3) years, the manager shall lose all seniority;

(C) When the SLA terminates a manager's agreement due to the manager's failure to adhere to the terms of this rule, the manager shall lose all seniority immediately;

(D) If the SLA closes a vending facility for a reason other than the manager's failure to adhere to the terms of this rule, the manager shall retain all seniority the manager had accumulated at the time the SLA closed the vending facility. After an absence from the BEP of three (3) years, the manager shall lose all seniority; and

(E) Seniority is a factor in the vacation pay schedule and all other factors being equal may be considered in making a facility award or recommendation for award.

(14) Fringe Benefits. As set-aside funds are available, the nominee shall use set-aside funds, as discussed in section (12), to meet the cost of the following benefits for managers:

(A) Paid Vacation. Effective January 1, 1996, a manager shall earn vacation and the nominee shall pay the manager for earned vacation, according to the following:

1. After one (1) full year of creditable service as a BEP manager, a manager shall earn one (1) week of paid vacation. A manager is not eligible for vacation pay unless s/he is current in submitting required reports and payments of administrative fees and loans from the nominee;

2. A manager will be eligible to receive vacation pay on the anniversary date of employment as a full-time contract manager. A manager who is ineligible for vacation pay on this date will not become eligible to receive vacation pay until his/her next anniversary of employment date. Vacation pay shall not accumulate beyond the twelve (12)-month period.;

3. The nominee shall compute the week of earned vacation as equal to one fifty-second (1/52) of the manager's net income for the immediately preceding twelve (12)-month period; and

4. If a manager who is eligible for vacation pay dies, resigns from a vending facility, or, if the SLA terminates the manager's agreement or license, RSB shall prorate the vacation pay for the number of weeks of creditable service the manager has accrued since the last anniversary date of the manager's employment. This prorated amount shall be applied toward any debt to the SLA or nominee and any balance remaining shall go to the manager and/or to his/her estate.

(B) Health Insurance and Life Insurance Coverage. RSB, with consultation from the

executive committee, shall select an insurance carrier to provide health insurance and group life insurance for managers and their dependents.

1. The nominee shall pay the premiums for health insurance coverage and for a maximum of five thousand dollars (\$5000) of group life insurance coverage for each manager. The manager shall pay the premiums on insurance coverage for the manager's dependents and for any additional insurance for the manager.

2. Upon the request of a manager who resigns from the BEP or whose contract has been terminated by the SLA, the nominee may continue health and life insurance coverage for that individual and the individual's dependents through the nominee's insurance carrier, if allowed by the carrier, for a period not to exceed thirty (30) days. The individual must submit to the nominee prepayment of the total amount of the premium for the thirty (30)-day extended period of coverage for the individual and the individual's dependents; and

(C) Retirement Benefits. RSB, with consultation from the executive committee, shall select a provider with which managers may invest in an individual retirement account (IRA). The manager may invest in an IRA, within the limitations stated in federal law except that payments will only be matched on a calendar year basis, for example, contributions must be made by December 31 of each year to be applied to that tax year. For each tax year, the nominee shall use income from vending machines located on nonfederal property to match each dollar a manager invests in an IRA, up to a maximum of five hundred dollars (\$500) per year. In order to be eligible to participate in the IRA program, a manager's administrative fees and change fund loan payments must be current.

(15) Collection and Distribution of Income From Vending Machines.

(A) Income From Vending Machines.

1. Federal property. Vending machines on federal property may be the responsibility of the federal government agency, through direct operation of the machines or through a contractual arrangement with a commercial vending company. In other situations, the state of Missouri, on behalf of the nominee, contracts with a vending company to provide vending services.

A. When the vending operation is the responsibility of the federal government agency, a property management official shall be responsible for the collection of, and accounting for, the income from vending machines.

B. When the state of Missouri contracts with a vending company to provide vending services, the vending company shall submit commissions and documentation on vending machine proceeds to the nominee.

(B) Collection of Income From Vending Machines.

1. Federal property. When the vending operation is the responsibility of the federal government agency, at least once each quarter the property management official shall collect vending machine income and forward it to the nominee, as follows:

A. One hundred percent (100%) of income from all vending machines that are in direct competition with a vending facility that is operated by a manager who is on-site, as determined by property management, with RSB's concurrence;

B. Fifty percent (50%) of all income from all vending machines that are not in direct competition with a vending facility that is operated by a manager who is on-site; and

C. Thirty percent (30%) of all income from all vending machines on federal property at which fifty percent (50%) or more of the total hours worked on the premises occurs during a period other than normal working hours.

(C) Distribution of Income From Vending Machines.

1. Federal property.

A. Vending machine income from vending machines on federal property which has been disbursed to the state licensing agency by a property managing department, agency, or instrumentality of the United States under section 395.32, shall accrue to each blind vendor operating a vending facility on such federal property in each state in an amount not to exceed the average net income of the total number of blind vendors within such state, as determined each fiscal year on the basis of each prior year's operation, except that vending machine income shall not accrue to any blind vendor in any amount exceeding the average net income of the total number of blind vendors in the United States. No blind vendor shall receive less vending machine income than s/he was receiving during the calendar year prior to January 1, 1974, as a direct result of any limitation imposed on such income under this paragraph. No limitation shall be imposed on income from vending machines, combined to create a vending facility, when such facility is maintained, serviced, or operated by a blind vendor. Vending machine income disbursed by a property managing department, agency or instrumentality of the United States to a state licensing agency in excess of the amounts eligible to accrue to blind vendors in

accordance with this paragraph shall be retained by the appropriate state licensing agency.

B. The state licensing agency shall disburse vending machine income less the administrative fee, to blind vendors within the state on at least a quarterly basis.

C. Federal property in which Missouri contracts with a vending machine company to provide vending service, a manager is on-site to operate a vending facility, and there are one (1) or more vending machine banks in the building at which there is no manager on-site. The nominee shall distribute to the manager all of the assigned income, less the administrative fee. The nominee also shall distribute to the manager the unassigned income, less the administrative fee, up to, but not exceeding, the average income of the total number of managers in Missouri, as determined each federal fiscal year on the basis of the prior year's operation of the BEP, or the average income of the total number of vending facility managers in the United States, whichever is less. The nominee shall not impose a limitation on income from vending machines combined to create a vending facility when a manager services, maintains or operates the facility. If there is a balance of unassigned income after the nominee pays the appropriate amount to the manager, the balance shall accrue to the nominee.

D. On federal property in which there is no manager on-site, all commissions on vending machine proceeds shall accrue to the nominee.

2. Nonfederal property.

A. Nonfederal property in which Missouri contracts with a vending company to provide vending service and a manager is on-site. On a monthly basis, the nominee shall distribute to the manager commissions from proceeds, less administrative fee, from vending machines that are listed in RSB's contract to operate that vending facility.

(I) For any facility that is of the type discussed in this subparagraph and in which a manager assumed management of the facility after July 8, 1991, the amount of income that the nominee distributes to the manager shall not exceed one hundred fifty percent (150%) of the average income of the total number of managers in Missouri, as determined each federal fiscal year on the basis of the prior year's operation of the BEP, or the average income of the total number of vending facility managers in the United States, whichever is more.

(II) If there is a balance of vending machine income after the nominee pays the

appropriate amount to the manager, the balance shall accrue to the nominee.

B. All income from commissions on vending proceeds from machines located on nonfederal property in which there is no manager on-site to operate a vending facility shall accrue to the nominee.

(D) Use of Unassigned Vending Machine Income That the Nominee Retains.

1. Federal property.

A. If approved by a majority vote of all managers, the nominee shall use unassigned income that accrues to it from vending machines located on federal property for the establishment and maintenance of retirement or pension plans, for health insurance contributions and for the provision of paid vacation time for all managers.

B. The nominee shall use any vending machine income not needed to meet the cost of benefits stated in subparagraph (15)(D)1.A. for the maintenance and replacement of equipment, the purchase of new equipment, management services and assuring a fair minimum return to managers.

C. The nominee shall reduce the administrative fee charged to managers *pro rata* in an amount equal to the total vending machine income that remains after the nominee meets the cost of manager benefits stated in subparagraph (15)(D)1.A.

2. Nonfederal property. In consultation with the executive committee, the nominee shall use unassigned income that accrues to it from vending machine proceeds located on nonfederal property to meet the cost of the following: establishment and maintenance of retirement or pension plans, health insurance contributions, the provision of paid vacation time for all managers, maintenance and replacement of equipment, purchase of new equipment, management services, assuring a fair minimum return to managers and other costs that RSB determines are necessary for program growth and efficient administration of the BEP. The primary purpose of unassigned income from proceeds of vending machines located on nonfederal property shall be to develop and enhance the BEP.

(16) Termination of License or Manager's Agreement. The SLA may terminate a license or manager's agreement.

(A) Reasons for Termination of License or Manager's Agreement. Any of the following situations is sufficient reason for the SLA to terminate a manager's license or manager's agreement:

1. Willful or malicious destruction of, or failure to exercise reasonable and necessary care of, vending facility equipment;

2. Failure to operate the vending facility according to federal, state or municipal law, this rule or the terms of any permit or contract that governs the operation of the vending facility;

3. Falsification of reports or documents that are required by RSB;

4. Failure to report all sales and vending revenues on the Manager's Weekly Report;

5. Failure to provide all sales and cost documentation, weekly, as required by RSB;

6. Failure to maintain a minimum acceptable rating of eighty-five percent (85%), as established by the executive committee and RSB, on the Review of Facility Report, a copy of which follows this rule:

7. Abandonment of vending facility, which occurs when the manager is absent from a vending facility without arranging for the ongoing operation of the vending facility;

8. Failure to pay a legally enforceable debt of the manager that arises from the operation of the vending facility;

9. Failure to pay the amount owed to the SLA and the nominee, as stated in subsection (11)(Q);

10. Failure to comply with the nondiscrimination policy that is stated in section (3);

11. Loss of visual eligibility to participate in the BEP. The licensee shall notify RSB when there is a change in the licensee's vision that may affect eligibility to participate in the BEP. In order to verify a licensee's continued eligibility, RSB may require a manager to have periodic examinations by an eye care specialist that RSB selects. The cost of these examinations will be borne by the BEP;

12. Use of or being under the influence of an intoxicant or illegal drug while in a vending facility;

13. Conviction of a felony;

14. RSB determines that, due to mismanagement, a manager is not operating a vending facility profitably;

15. Failure to make or provide proof of having made the required deposits when due for employee withholdings for income taxes and Social Security and employer matching withholdings for Social Security;

16. Failure to provide thirty (30) days written advance notification of termination, unless RSB agrees to a shorter notification; and

17. In addition to the reasons stated in paragraphs (16)(A)1.—16., the SLA may terminate a manager's agreement if problems exist between a manager and property management; RSB, manager and property management are unable to resolve the problems; the manager does not resign from managing the facility and the SLA considers it to be in

the best interest of that facility and the BEP for the manager to be removed as manager of the facility.

(B) SLA Procedures for Termination of License or Manager's Agreement.

1. RSB shall give at least ten (10) days written notice to the licensee or manager that states the reason(s) for termination of the license or manager's agreement and the effective date of the termination. RSB is not required to give ten (10) days written notice if the reasons for termination involve a risk of danger to public health or safety, if RSB considers there is an immediate threat of loss of BEP funds, inventory or other property or if the manager's continued operation of the facility would substantially damage economically the operation of the BEP.

2. RSB shall inform the licensee or manager of the right to present a grievance before the executive committee and to request grievance reviews according to section (17).

3. A manager shall relinquish the vending facility on the date that the termination becomes effective except, if the manager appeals the termination, in writing, prior to the effective date, the manager may continue to manage the vending facility until the hearing process is concluded. This exception does not apply if RSB considers there exists a danger to public health or safety or an immediate threat of loss of BEP funds, inventory or other property.

4. RSB or the nominee shall assume management of any vending facility on the same day that the manager of the vending facility relinquishes management of the vending facility.

5. If a licensee or manager whose license or manager's agreement has been terminated has not initiated the grievance procedure prior to the date of termination, the licensee or manager has an additional twenty (20) days after the date of termination to transmit a grievance to the executive committee.

6. If, at any time during the grievance procedure, the SLA's decision to terminate the manager's license or manager's agreement is reversed, the nominee shall pay to the manager a proportionate amount of the vending facility's average monthly net income during the twelve (12)-month period immediately preceding the manager's termination. The nominee shall hold in escrow all net income generated by the vending facility until the grievance process is completed.

(C) Automatic Termination of a License or Manager's Agreement. The death of a manager results in automatic termination of the individual's license and manager's agreement.

(17) Grievance Procedures. A licensee who is dissatisfied with any action regarding the operation or administration of the BEP has access to the following grievance procedures:

(A) If a licensee wishes, s/he may make a written request directly to the deputy director for an administrative review. If the licensee does not wish to appeal directly to the deputy director, s/he shall follow each level of the grievance procedures stated in section (17);

(B) Review by Executive Committee. A licensee may present a grievance before the executive committee. The executive committee shall ensure that the licensee is provided guidance in seeking a remedy of the grievance. Within ten (10) days after hearing a licensee's grievance, the executive committee shall transmit the grievance to RSB, with a written statement regarding the executive committee's support or lack of support for the licensee's grievance, and shall send a copy of the statement to the licensee;

(C) Administrative Review. Within fifteen (15) workdays after the date of the executive committee's report to RSB, the licensee may make a written request to the deputy director for an administrative review. Within ten (10) workdays after the receipt of the licensee's request, the deputy director or the deputy director's designee shall contact the licensee regarding the licensee's request and shall provide the following information in writing to the licensee:

1. The date, time and place of the administrative review. If possible, the administrative review shall be held within fifteen (15) workdays of the receipt of the written request for an administrative review, within regular working hours and at RSB district office that is nearest to the licensee's vending facility. If agreed to by the licensee and the deputy director or the deputy director's designee, the administrative review may be held on a date, at a time and place different than specified in this paragraph;

2. The nominee shall pay necessary costs of transportation, lodging and meals that a licensee needs in conjunction with the grievance process;

3. The nominee shall pay all costs, including travel expenses, of an interpreter or a reader when a licensee needs interpreter or reader service in conjunction with the grievance process;

4. The licensee and RSB may present written or oral evidence relevant to the grievance;

5. The licensee may be represented by counsel of the licensee's choice, at the licensee's expense;

6. RSB shall tape record the review proceedings;

7. Within fifteen (15) workdays after the date of the administrative review, the deputy director or the deputy director's designee shall notify the licensee in writing of the decision. The notification shall inform the licensee of the licensee's right to a full evidentiary hearing, referred to in this rule as a fair hearing.

(D) Fair Hearing. If the licensee is dissatisfied with the results of the administrative review, the licensee may request a fair hearing. The following guidelines govern the fair hearing process:

1. The licensee must make a written request for a fair hearing to the director of the SLA within fifteen (15) workdays after the date of the decision of the deputy director or the deputy director's designee;

2. The director of the SLA shall designate to conduct the fair hearing an impartial official who has no involvement either with the action that is at issue in the hearing or with the administration or operation of the BEP;

3. The hearing will be conducted during normal work hours in Jefferson City, Missouri unless the hearing officer decides to hold the hearing in another location;

4. The provisions of paragraphs (17)(C)2.—6. apply to the fair hearing;

5. Within twenty (20) workdays after the date of the fair hearing, the hearing officer shall notify the licensee and the SLA in writing of the decision; and

6. The director of the SLA shall have the right to review the decision of the hearing officer and shall make the final decision regarding the fair hearing.

A. Within twenty (20) workdays of the mailing of the decision of the hearing officer, the director of the SLA shall notify the licensee whether the director intends to review the decision of the hearing officer. If the director fails to notify the licensee of the intent to review the decision, the decision of the hearing officer becomes a final decision.

B. Within thirty (30) calendar days of notifying the licensee of the intent to review the decision of the hearing officer, the director shall notify the licensee of the final decision, including a full report of the findings and the basis for the decision;

(E) Arbitration Panel. If the licensee is dissatisfied with the decision from the fair hearing, the licensee may file a written complaint with the secretary of the United States Department of Education. The licensee shall include with the written complaint all available supporting documents, including a statement of the decision of the hearing officer or director of the SLA and the basis for the decision. The secretary of the United States

Department of Education shall convene an *ad hoc* arbitration panel to conduct a hearing and render a decision regarding the manager's complaint; and

(F) A licensee who is dissatisfied with the results of the fair hearing shall have the right to invoke the Randolph-Sheppard arbitration process. If still dissatisfied, the vendor may then seek judicial review in a federal district court.

(18) Confidentiality of Information. The provisions of 13 CSR 40-91.020(25) apply to the administration of the BEP.

(19) Forms Used in Administration of the BEP. RSB and the nominee shall use the following forms to administer the BEP:

- (A) Certificate of Training;
- (B) License;
- (C) Vending Facility Manager's Agreement;
- (D) Training Evaluation Report;
- (E) Review of Facility;
- (F) Promissory Note;
- (G) Manager's Weekly Report;
- (H) Vending Facility Payroll Report; and
- (I) Monthly Operating Statement.

AUTHORITY: sections 8.051, 8.700–8.745, 207.010, 207.020, 209.010 and 209.020, RSMo 1994. Original rule filed Oct. 6, 1977, effective Jan. 13, 1978. Rescinded and readopted: Filed Aug. 4, 1988, effective Oct. 15, 1988. Rescinded and readopted: Filed Feb. 15, 1991, effective July 8, 1991. Amended: Filed May 11, 1995, effective Nov. 30, 1995.*

**Original authority: 8.051, RSMo 1990; 8.700, RSMo 1981; 8.705, RSMo 1981, amended 1985; 8.710–8.745, RSMo 1981; 207.010, RSMo 1945, amended 1949, 1953, 1973; 207.020, RSMo 1945, amended 1961, 1965, 1977, 1981, 1982, 1986, 1993; and 209.010 and 209.020, RSMo 1939.*

(19)(A)

STATE OF MISSOURI

Department of Social Services
Division of Family Services

Certificate of Training

This certifies that

has successfully completed the evaluation
and training required for the position of
VENDING FACILITY MANAGER
and is eligible for a Level _____ License.

Director of Training
Business Enterprise Program

Supervisor
Business Enterprise Program

(19)(B)

State of Missouri
 Department of Social Services
Division of Family Services
 Jefferson City, Missouri



This is to Certify That _____ is Hereby

licensed to manage a Level _____ vending facility in the State of Missouri.

This license is non-transferable and may be revoked by the Department of Social Services at any time upon failure of the licensee to abide by the Rules and Regulations and Agreements with the Division of Family Services.

In Witness Whereof, I have hereunto set my hand this
day of _____, 19 _____.

DIVISION OF FAMILY SERVICES

BY _____ DIRECTOR



(19)(C)

**Vending Facility Manager’s Agreement
Between Division of Family Services
Lions Business Opportunities for the Missouri Blind, Inc.
and Facility Manager**

THIS AGREEMENT entered into this _____ day of _____, 19____, by and between the Division of Family Services, hereinafter referred to as the State Licensing Agency, and their Nominee, Lions Business Opportunities for the Missouri Blind, Inc., hereinafter referred to as Nominee, parties of the first part; and _____ of _____, hereinafter referred to as Vending Facility Manager, party of the second part; for the purpose of operating a _____ at _____ hereinafter referred to as the Vending Facility.

WITNESSETH:

WHEREAS, the State Licensing Agency administers the Business Enterprise Program pursuant to 29 USCA, Section 701 *et seq.*, 20 USCA, Section 107 *et seq.* and sections 8.700 to 8.745 RSMo, for the purpose of establishing and operating vending facilities for blind persons; and

WHEREAS, the Lions Business Opportunities for the Missouri Blind, Inc. a nonprofit organization, desires to assist the State Licensing Agency in carrying out the Business Enterprise Program; and

WHEREAS, the Vending Facility Manager desires to operate a vending facility pursuant to the Business Enterprise Program;

THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the parties do hereby agree as follows:

ARTICLE I

A. The parties hereto mutually agree that the operation of the herein described Vending Facility, shall be governed by:

1. The rules of the State Licensing Agency for the Business Enterprise Program, 13 CSR 40-91.010 *et seq.*

2. Any agreement or permit between the State Licensing Agency and the Property Management for the above Vending Facility. A copy of the agreement or permit, if any, is attached hereto.

ARTICLE II

A. The term of this agreement shall be for one (1) year. At the expiration of the term specified, the agreement shall be renewed automatically, for terms of one (1) year until terminated pursuant to the Rules and Regulations, herein described.

This agreement shall be binding upon the parties, their executors, administrators, and heirs. This agreement shall take effect on the _____ day of _____, 19_____.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Witness:

Director, Division of Family Services

Date

Vending Facility Manager

Date

President, Lions Business
Opportunities for the Missouri Blind, Inc.

Date



(19)(D)

Missouri Department of Social Services
Division of Family Services
Rehabilitation Services for the Blind

Trainee Evaluation Report

Manager Trainee _____

Dates of Training:

O-J-T Trainer _____

From _____ To _____

Vending Facility # _____

Address: _____

Evaluate the trainee in each category, on a scale from "1" (unsatisfactory) through "25" (exceptional). If an individual is scored from 1-5 or 20-25 in any category, explain the score. In the Remarks section, include additional remarks you deem necessary, with a recommendation as to whether the person being evaluated should be allowed to progress with training.

Score

- 1. _____ Oral Communication
2. _____ Personal Appearance
3. _____ Housekeeping/Sanitation
4. _____ Ability to Handle Money and Negotiate Transactions
5. _____ Customer Relations
6. _____ Ability to Understand Instructions
7. _____ Follows Instructions
8. _____ Punctuality
9. _____ Initiative
10. _____ Positive Relationship With Employees
11. _____ Mobility Skills
_____ TOTAL SCORE

QUESTION: If you planned to be absent from your facility for a week, would you hire this trainee as a temporary manager?

_____ Yes _____ No. Explain a "No" answer.

REMARKS:

REVIEW OF FACILITY

(19)(E)
No. _____

Date _____ Facility # _____ Location _____

Manager _____ Last Date of Inspection _____ Type _____

TOTAL DEMERITS POSSIBLE

Vending Machines 33
 (Item 1 thru 15)

Dry 50
 (Item 1 thru 25)

Cafeteria 100
 (Item 1 thru 44)

Inspection Item	Points	Description of Demerit	Mgr.	Supv.
1. Personal Habits	3			
2. Courteous Attitudes	3			
3. Clean Outer Garments	2			
4. Clean Hands & Nails	4			
5. Speed & Accuracy	2			
6. Floors	2			
7. Walls & Ceilings	2			
8. Trash Receptacles	2			
9. Tables, Chairs & Counters	2			
10. Vending Machines	2			
11. Lighting	1			
12. Storage Areas	2			
13. Insects & Rodents	2			
14. Windows	2			
15. Quality & Quantity	2			
16. Merchandising	1			
17. Micro Wave Ovens	2			
18. Refrigeration	2			
19. Thermometers	1			
20. Freezers	2			
21. Coffee Makers	2			
22. Proper Disp. of Utensils	2			
23. Fire Protection	2			
24. First Aid Facilities	1			
25. Safety	2			
26. Hair Restraints	2			
27. Hoods & Filters	2			
28. Hand Sinks	2			
29. Dish Washing	4			
30. Food Storage	4			
31. Deep Fryers	2			
32. Ovens	2			
33. Ranges	2			
34. Grills	2			
35. Slicers	4			
36. Can Openers	4			
37. Mixers	4			
38. Dispensers	4			
39. Cutting Boards	3			
40. Cooking Utensils	2			
41. Steam Tables	2			
42. Salad Bars	2			
43. Menu & Prices Posted	1			
44. Garbage	2			
		Total Demerits Scored		

Inspected By _____

Original: State Office
Duplicate: Manager
Duplicate: Area Supervisor

_____ I acknowledge this review; Manager



(19)(F)

Lions Business Opportunities for the Missouri Blind, Inc.

Promissory Note

I, _____, Manager of Vending Facility # _____, agree to repay to the Lions Business Opportunities for the Missouri Blind, Inc. (LBOMB), the sum of _____ (\$ _____), which I borrowed from LBOMB on _____. I will repay this amount, without interest, within one year from the date of this promissory note. The first payment, in the amount of _____ (\$ _____), will be made on _____, with an equal payment of _____ (\$ _____), to be made on the _____ day of each succeeding month until the amount of this promissory note is paid in full.

(Date)

(Signature)

(19)(G)

**BUREAU FOR THE BLIND
LIONS BUSINESS OPPORTUNITIES FOR MISSOURI BLIND, INC.
MANAGER'S WEEKLY REPORT**

NAME OF MANAGER		WEEK ENDING
		19
LOCATION		FACILITY NUMBER
Cash on Hand		\$
Taxable Sales (Including Sales Tax):		
Direct Sales	\$	
Vending Machine Sales		
Non-Taxable Sales		
Total Sales	\$	
TOTAL		\$
Less Cash Paid Out:		
Merchandise Purchased	\$	
Supplies		
Other Expense		
Worker's Compensation		
Liability Insurance		
Wages Employee (Gross)		
Tax Reserve		
TOTAL PAID OUT	\$	
TOTAL CASH PAID OUT		\$
BALANCE ON HAND		
Less Cash on Hand		
Net Profit (Including Sales Tax & Admin. Exp.)		\$
VENDING COMMISSIONS Received for Week		\$



**MISSOURI DEPARTMENT OF SOCIAL SERVICES
BUREAU FOR THE BLIND
VENDING FACILITY PAYROLL REPORT**

OPERATOR'S NAME	ADDRESS	WEEK ENDING		STAND LOCATION				ADDRESS							
		SOCIAL SECURITY NO.	SOCIAL SECURITY NO.	GROSS WAGES	SOCIAL SEC.	FEDERAL INC. TAX	HOURS WORKED	CITY EARN.	STATE TAX	TOTAL W/H	NET AMOUNT PAID				

(19)(H)

MO 896-2277 (3-88)

VS-3 (3-88)



(19)(I)
(Rev. 1989)

LIONS BUSINESS OPPORTUNITIES FOR THE MISSOURI BLIND, INC.
MONTHLY OPERATING STATEMENT

Facility No. _____ Month Ending _____
Name & Location _____
Sales Tax Rate _____ County _____
District _____ Cash on Hand \$ _____

	One Month Ended		_____ Months	
	Amount	Percent	Year-to-Date Amount	Percent
SALES				
Taxable Sales	\$ _____	_____	\$ _____	_____
Less Sales Tax	_____	_____	_____	_____
Net Taxable Sales	_____	_____	_____	_____
Non-Taxable Sales	_____	_____	_____	_____
Total Income	_____	_____	_____	_____
EXPENSES				
Merchandise Purchased	_____	_____	_____	_____
Supplies & Other Expense	_____	_____	_____	_____
Employees Gross Wages	_____	_____	_____	_____
Tax Reserve	_____	_____	_____	_____
Total Expenses	_____	_____	_____	_____
Net Income From Direct Sales	_____	_____	_____	_____
OTHER EXPENSE				
Admin. Fee/Direct Sales	_____	_____	_____	_____
Total Other Expense	_____	_____	_____	_____
COMMISSION INCOME				
Commission Income	_____	_____	_____	_____
Less Admin. Fee/Comm.	_____	_____	_____	_____
Net Commission Income	_____	_____	_____	_____
NET INCOME FROM OPERATIONS	_____	_____	_____	_____

=====

Liability Insurance _____

Workmen's Compensation Ins. _____

Health & Dental Ins. _____

Other _____

=====

Change Fund Loan \$ _____

<u>SALES TAX</u>		<u>AMOUNT OWED TO LBOMB, INC.</u>	
\$ _____	Non-Tax. Sales	Previous Balance	\$ _____
_____	Gross Sales	Received on Account	_____
_____	Sales Tax	Sales Tax	_____
_____	Net Sales	Adm. Fee/Direct Sales	_____
\$ _____	State Tax	Adm. Fee/Comm.	_____
_____	City Tax	Liability Insurance	_____
_____	Mass Transp. Tax	W.C. Insurance	_____
_____	County Tax	H. & D. Insurance	_____
_____	Conservation Tax	Other	_____
_____	Parks & Soil Tax	Sub-Total	_____
_____	TOTAL TAXES	Change Fund Loan	_____
		TOTAL AMOUNT DUE	_____

13 CSR 40-91.020 Vocational Rehabilitation for the Blind

PURPOSE: This rule establishes the guidelines for provision of vocational rehabilitation services to eligible applicants and clients as mandated by the Rehabilitation Act of 1973 (P.L. 93-112), as amended through 1986, 34 CFR 361 and 34 CFR 363. These services are authorized by sections 207.010, 207.020, 209.010 and 209.020, RSMo.

Editor's Note: The secretary of state has determined that the publication of this rule in its entirety would be unduly cumbersome or expensive. The entire text of the material referenced has been filed with the secretary of state. This material may be found at the Office of the Secretary of State or at the headquarters of the agency and is available to any interested person at a cost established by state law.

(1) The program of vocational rehabilitation for the blind is administered according to 34 CFR 361, 34 CFR 363 and 34 CFR parts 74-81. 34 CFR 361 requires Rehabilitation Services for the Blind (RSB) to develop policies that govern the administration of the vocational rehabilitation program and allows RSB to develop limitations within which it administers some areas of the program. These areas and limitations on each area are identified in this rule, as follows:

- (3)(B)1. Basic conditions of eligibility;
- (3)(D) Interim determination of eligibility;
- (10) Vocational rehabilitation services for the individual;
- (11)(C)1. Individualized written rehabilitation program for supported employment placements;
- (12)(A) Training costs, tuition and fees;
- (12)(B) Support services associated with training;
- (13)(C)1.—5. Payment for physical or mental restoration;
- (14) Support services;
- (15)(A)6., (15)(B)—(E) Supported employment services;
- (16) Transition services;
- (18)(B)—(D) Standards for facilities and other providers of services;
- (20)(B) Facilities and services for groups of handicapped individuals;
- (21)(A), (21)(B) Order of selection;
- (22)(A), (22)(D)1.L., (22)(D)2.C. Appeal procedures;
- (23) Confidentiality of information; and
- (24) Forms used in administration of the vocational rehabilitation program.

(2) Definitions. The following definitions are used in this rule:

(A) Applicant is an individual who has applied for vocational rehabilitation services and whose eligibility for services has not been determined;

(B) RSB is the designated state unit that is referred to in 34 CFR 361.1(c)(2), 361.5(b)(3) and 361.6(b) and (c). The designated state unit is referred to in this rule as RSB;

(C) Client is an individual who meets the requirements to receive vocational rehabilitation services under the terms of an individualized written rehabilitation program (IWRP). A client also is an individual who meets the requirements to receive vocational rehabilitation services during a period of extended evaluation in order to determine the individual's rehabilitation potential or an individual who meets the requirements to receive services during an interim period of eligibility. In section (23), client means any person who is referred to RSB for services, who applies for services and who has received services;

(D) Client assistance project is a federally-funded, statewide program that is available to advise all applicants and clients of all services available from RSB and to assist applicants and clients in their relationships with RSB and other providers of vocational rehabilitation services, including appropriate remedies to ensure the protection of applicant and client rights;

(E) Deputy director, Division of Family Services/RSB is the state unit director referred to in 34 CFR 361.8. The state unit director is referred to in this rule as the deputy director;

(F) Division of Family Services is the sole state agency referred to in 34 CFR 361.1(a). The sole state agency is referred to in this rule as the division;

(G) Employability is a determination that, with the provision of vocational rehabilitation services, the client is likely to enter or retain full-time employment or, if appropriate, part-time employment that is consistent with the capacities and abilities of the client. The employment may be in the competitive labor market; the practice of a profession; self-employment; homemaking; farm or family work, including work for which payment is in-kind rather than in cash; sheltered employment; home-based employment; supported employment or other gainful work;

(H) Evaluation of rehabilitation potential is a comprehensive diagnostic study that is carried out for each applicant for vocational rehabilitation, so that RSB is able to determine the applicant's eligibility for services

and is able to develop an IWRP for any applicant who is eligible for services;

(I) Extreme medical risk is a risk of substantially increasing functional impairment or risk of death if medical services are not provided promptly;

(J) Impartial hearing officer is an individual who is not an employee of a public agency that is involved in any decision regarding the furnishing or denial of rehabilitation services to an applicant or client; who has not been involved in previous decisions regarding the applicant or client; who has background and experience in the delivery of rehabilitation services and who has no personal or financial conflict of interest in any individual case;

(K) Rehabilitation engineering means the systematic application of technologies, engineering methodologies or scientific principles to meet the needs of and address the barriers confronted by individuals with handicaps in areas that include education, rehabilitation, employment, transportation, independent living and recreation; and

(L) Workshop is a rehabilitation facility, or that part of a rehabilitation facility, that is engaged in production or service operation for the primary purpose of providing gainful employment, as an interim step in the rehabilitation process for those individuals who cannot be absorbed readily into the competitive labor market, or during the time that employment opportunities in the competitive labor market do not exist for them.

(3) Eligibility for Vocational Rehabilitation Services.

(A) General Provisions of Eligibility.

1. RSB shall determine an applicant's eligibility for services without regard to the applicant's sex, race, color or national origin.

2. RSB shall not exclude any group of individuals from services solely on the basis of the type of disability of the members of the group.

3. RSB shall not apply an upper or lower age limit which would result in a decision of ineligibility for any applicant who meets the basic conditions of eligibility stated in subsection (3)(B); and

4. RSB shall not apply any durational or other residence requirement that would exclude from services any applicant or client who is present in the state.

(B) Basic Conditions of Eligibility. An individual's eligibility for vocational rehabilitation for the blind services is based only upon the following criteria:

1. The individual has a physical or mental disability(ies) which, for that individual, constitutes or results in a substantial handicap

to employment and the individual meets the visual disability requirements of RSB.

A. Visual disability means that an individual with a nonprogressive eye disease has a central visual acuity of twenty/two hundred (20/200) or less in the better eye with best correction; or, if the central visual acuity with best correction is more than twenty/two hundred (20/200) in the better eye, there is a visual field defect in which the widest diameter of the visual field subtends an angle distance no greater than twenty degrees (20°), or has a visual efficiency that does not exceed twenty percent (20%).

B. Visual disability means that an individual with a progressive eye disease has a central visual acuity of twenty/seventy (20/70) or worse in the better eye with best correction, or has a visual efficiency that does not exceed sixty-four percent (64%), or has near vision that is decreased to the extent that the individual cannot read print that is smaller than Jaeger nine (J9) with best correction; and

2. There must be a reasonable expectation that vocational rehabilitation services may benefit the individual in terms of employability.

(C) Consultation With Missouri Division of Vocational Rehabilitation. The Missouri Division of Vocational Rehabilitation provides vocational rehabilitation services to individuals who do not meet visual disability requirements stated in this rule but who are visually impaired and who meet all eligibility requirements of the Missouri Division of Vocational Rehabilitation. RSB and the Missouri Division of Vocational Rehabilitation consult regarding individuals for whom there is a question as to which agency should provide vocational rehabilitation services to the individuals.

(D) Interim Determination of Eligibility. RSB may initiate vocational rehabilitation services to an applicant on the basis of an Interim Determination of Eligibility, referred to in this rule as IDE. RSB shall use this process only when it is critical to the applicant's vocational rehabilitation that RSB initiate services sooner than would be possible through the normal eligibility determination process and the applicant, on the basis of available information, is highly likely to be eligible for vocational rehabilitation services. The IDE, under any circumstance, shall not extend beyond ninety (90) days from the date RSB completes a certification of eligibility for the individual to receive services during an interim period. RSB shall implement the IDE process by following these guidelines:

1. In order to make an IDE, RSB shall use information that is available at the time

the individual applies for vocational rehabilitation services;

2. RSB shall record the basis for the decision that, after RSB completes a comprehensive diagnostic study, it is highly likely the individual will meet the basic conditions of eligibility for vocational rehabilitation as stated in subsection (3)(B);

3. RSB shall not use the IDE process for any applicant who needs an extended evaluation of rehabilitation potential as discussed in section (8);

4. RSB shall complete a comprehensive diagnostic study as soon as possible after RSB completes a certification of eligibility for the individual to receive services during an interim period which, under no circumstance, may exceed ninety (90) days from the date RSB completes the certification of eligibility;

5. RSB and the individual shall develop an IWRP which shall contain the vocational goal, the service objective(s) that the individual will attain during the interim period and the vocational rehabilitation service(s) RSB will provide to meet each objective;

6. As soon as RSB completes a comprehensive diagnostic study, RSB shall complete a certification of eligibility for an individual who is eligible to receive vocational rehabilitation services;

7. If, while obtaining information for the comprehensive diagnostic study, RSB determines the individual is not eligible for vocational rehabilitation services, RSB shall cease delivery of all services planned for delivery during the ninety (90)-day period and shall close the individual's case immediately; and

8. All terms of this rule apply to an individual who receives services during an IDE.

(4) Authorization of Services. RSB shall not pay for any vocational rehabilitation service unless RSB authorized the service before it was provided. A vendor who provides services that are authorized by RSB must agree not to charge or accept any payment from an applicant or client or from a member of the applicant's or client's family unit unless the amount of the charge or payment is previously known to and approved by RSB.

(5) The Case Record. RSB shall maintain for each client or applicant a case record that includes, to the extent pertinent, documentation of the following factors:

(A) The comprehensive diagnostic study that supports RSB's determination of eligibility, the basis for providing services to a client during an interim period of eligibility or the need for a client to have an extended evalua-

tion of vocational rehabilitation potential and, as appropriate, the nature and scope of vocational rehabilitation services that RSB will provide;

(B) The reasons for a RSB determination of ineligibility and that RSB reviews the ineligibility determination no later than twelve (12) months after RSB made the determination of ineligibility;

(C) RSB's determination that the client's handicaps are severe;

(D) RSB's periodic assessment of the client during an extended evaluation of vocational rehabilitation potential;

(E) An IWRP for each client, including each client who is receiving services during a period of extended evaluation or during an interim period of eligibility;

(F) For each client to whom physical and mental restoration services are provided, documentation that supports RSB's determination that the client's clinical status is stable or slowly progressive;

(G) RSB's decision to provide services to family members;

(H) Client participation in the cost of maintenance as discussed in 13 CSR 40-91.020(14)(B);

(I) Client eligibility for and use of any comparable service or benefit;

(J) RSB advised the client or applicant of the confidentiality of all information pertaining to the client's case;

(K) The reason for closing a client's case and, if RSB determines the client to be rehabilitated, the basis upon which RSB determined the client's employment is suitable;

(L) Decision to provide post-employment services after the client achieves his/her employment objective, the basis upon which RSB develops the post-employment plan, a description of the services RSB provides and the outcome of the services;

(M) Any action and decision involving a client's or applicant's request for review of RSB determinations, as discussed in section (22); and

(N) Any reviews of RSB's determination that a client to whom RSB has provided vocational rehabilitation services under the terms of an IWRP is no longer capable of achieving a vocational goal.

(6) Comparable Services and Benefits.

(A) Before RSB provides any vocational rehabilitation service to a client or members of the client's family, RSB shall determine whether comparable services and benefits are available under any other program, except when RSB is providing the following services:



- 1. Evaluation of rehabilitation potential;
- 2. Counseling, guidance and referral;
- 3. Vocational and other training services, including personal and vocational adjustment, books, tools and other training materials, that are not provided in institutions of higher education;
- 4. Job placement;
- 5. Rehabilitation engineering services; and
- 6. Post-employment services that include rehabilitation services listed in paragraphs (6)(A)1.—5.

(B) RSB shall require that if comparable services and benefits are available to a client, the client must utilize the comparable services and benefits to meet, in whole or in part, the cost of the client’s vocational rehabilitation services, except in the situation stated in subsection (6)(C).

(C) RSB shall not determine whether comparable services and benefits are available under any other program if the determination of the availability of comparable services and benefits would delay the provision of vocational rehabilitation services to any client who is at extreme medical risk. RSB shall base a determination of extreme medical risk upon medical evidence provided by an appropriate licensed medical professional.

(7) Evaluation of Rehabilitation Potential.

(A) RSB shall carry out a comprehensive diagnostic study of each applicant for vocational rehabilitation services. The purposes of the comprehensive diagnostic study are to determine whether the applicant meets the basic conditions of eligibility stated in subsection (3)(B) and to determine the nature and scope of services that RSB will provide if the person is determined to be eligible.

(B) For each applicant, RSB shall obtain and evaluate the following information:

- 1. Current medical and, when appropriate, psychological evidence of all disabilities and other factors that relate to the applicant’s handicap to employment. In each case of mental or emotional disorders, the applicant shall have an examination by a physician skilled in the diagnosis and treatment of mental or emotional disorders, or by a psychologist who is licensed or certified under state law or regulations;
- 2. Appraisal of the current general health status of the applicant, using all available medical information; and
- 3. Appraisal of the applicant’s intelligence level, personality, vocational adjustment, personal adjustment, social adjustment, educational achievement, ability to acquire occupational skills, capacity for successful job performance, employability, em-

ployment opportunities, patterns of work behavior, work experience, need for rehabilitation engineering services and other pertinent information that RSB needs to determine the applicant’s eligibility.

(8) Extended Evaluation. RSB shall provide vocational rehabilitation services to an applicant during a period of extended evaluation under the following circumstances:

(A) RSB determines that an applicant has a mental or physical disability(ies) that, for the applicant, constitutes or results in a substantial handicap to employment but RSB cannot determine, from information obtained during the comprehensive diagnostic study described in section (7), that the applicant will benefit in terms of employability from the provision of vocational rehabilitation services;

(B) RSB shall provide only those services that the client must have so that RSB can determine the individual’s eligibility for vocational rehabilitation services;

(C) The extended evaluation period shall begin on the date that RSB certifies the applicant for extended evaluation, as discussed in subsection (9)(C), and shall not exceed a total period of eighteen (18) months during the time the applicant’s case is open;

(D) RSB shall make a thorough assessment of the client’s progress as often as necessary but at least once every ninety (90) days from the date of the certification for extended evaluation services. This assessment shall include periodic reports from each rehabilitation facility or person who is providing services to the client;

(E) RSB shall end the provision of services at any time before the end of the eighteen (18)-month period when RSB is able to determine whether the client is eligible for vocational rehabilitation services;

(F) RSB shall not certify more than one (1) period of extended evaluation during the time the client’s case is opened; and

(G) If RSB closes a client’s case and the individual reapplies for vocational rehabilitation services, RSB may provide another period of extended evaluation services if the individual needs to receive extended services in order for RSB to determine the individual’s vocational potential.

(9) Certification.

(A) Certification of Eligibility. As soon as RSB determines that an applicant is eligible for vocational rehabilitation services, RSB shall complete a certification of eligibility. The certification shall include the statement that the applicant meets the basic conditions of eligibility stated in subsection (3)(B). An

appropriate RSB staff member shall sign and date the certification.

(B) Certification of Interim Period of Eligibility. As soon as RSB determines that an applicant is eligible to receive vocational rehabilitation services during an interim period of eligibility, RSB shall complete a certificate of interim eligibility. The certification shall state the basis for the determination that, after completion of the comprehensive diagnostic study, the applicant will meet the basic conditions of eligibility stated in subsection (3)(B). An appropriate RSB staff member shall sign and date the certification.

(C) Certification for Extended Evaluation. As soon as RSB determines that an applicant meets the requirements stated in subsection (8)(A), an appropriate RSB staff member shall complete, sign and date a certification for extended evaluation.

(D) Certification of Ineligibility. As soon as RSB determines that the applicant or client is not eligible for vocational rehabilitation services, an appropriate RSB staff member shall complete, sign and date a certification of ineligibility. RSB shall assure that the certification states the reasons for the ineligibility determination. RSB shall carry out all activities stated in subsections (17)(B) and (C).

(10) Vocational Rehabilitation Services for the Individual. As appropriate to the vocational rehabilitation needs of each applicant or client, RSB shall make available the vocational rehabilitation services that are listed in this section. To the extent possible, within the limitations of 34 CFR 361, 34 CFR 365, 34 CFR parts 74—81, Chapter 34, RSMo and this rule, the applicant or client may select the vendor(s) to provide each service. RSB shall provide services in the most cost-effective manner in order to prepare the client for entry level employment that is consistent with the client’s capabilities and abilities. This rule establishes the procedures for the provision of the following services and the limitations on the provision of certain services:

(A) Evaluation of vocational rehabilitation potential, including diagnostic and related services incidental to the determination of eligibility for, and the nature and scope of services RSB will provide so that the eligible person can reach a vocational goal;

(B) Counseling and guidance, including personal adjustment counseling, to maintain a counseling relationship with the applicant or client throughout the program of services, to help the applicant or client secure needed services from other agencies and to advise the applicant or client about the client assistance program;

(C) Physical and mental restoration services, as discussed in section (13);

(D) Vocational and other training services, as discussed in section (12);

(E) Maintenance, as discussed in subsection (14)(B);

(F) Transportation, as discussed in subsection (14)(A);

(G) Services to members of an applicant's or client's family, as discussed in subsection (14)(F);

(H) Interpreter services and note-taking services for deaf applicants or clients, including tactile interpreting for deaf-blind applicants or clients;

(I) Reader services, rehabilitation teaching services, note-taking services and orientation and mobility services for blind applicants and clients;

(J) Telecommunications, sensory and other technological aids and devices;

(K) Recruitment and training services to provide new employment opportunities in the fields of rehabilitation, health, welfare, public safety, law enforcement and other appropriate public service employment;

(L) Placement in suitable employment;

(M) Post-employment services necessary to maintain or regain other suitable employment;

(N) Occupational licenses, including any licenses, permits or other written authority required by a state, city or other governmental unit to be obtained in order to enter an occupation or enter a small business and tools, equipment, initial stocks and supplies;

(O) Rehabilitation engineering services; and

(P) Other goods and services that can be expected to benefit a client in terms of employability.

(11) Individualized Written Rehabilitation Program. Throughout this section, the word client means an individual who has been determined to be eligible for vocational rehabilitation services, or who is receiving vocational rehabilitation services during a period of extended evaluation or during a period of interim eligibility.

(A) General Provisions. RSB shall initiate and periodically update for each client an IWRP, referred to in sections (11)—(23) of this rule as IWRP. A copy of the IWRP, Form R-10, is in section (24). RSB shall adhere to the following procedures regarding the IWRP:

1. RSB shall provide vocational rehabilitation services according to the IWRP and shall not provide any service that is not recorded in the IWRP;

2. RSB shall develop the IWRP jointly with each client or, as appropriate, the client and a parent, guardian, legal custodian or other representative, including other suitable professional and informed advisors;

3. RSB shall provide a copy of the IWRP and all amendments to the IWRP to the client or, as appropriate, to the client and a parent, guardian, legal custodian or other representative;

4. RSB shall advise each client or, as appropriate, the client's parent, guardian, legal custodian or other representative of all RSB procedures and requirements that affect the development and review of the IWRP;

5. RSB shall initiate the IWRP after RSB completes a certification of eligibility for vocational rehabilitation services, as stated in subsection (9)(A), certification of an interim period of eligibility, as stated in subsection (9)(B), or certification for extended evaluation, as stated in subsection (9)(C);

6. RSB shall ensure that a client's IWRP and all amendments to the IWRP become a part of the client's case record;

7. RSB shall have the client or, as appropriate, the client's parent, guardian, legal custodian or other representative sign the IWRP and all amendments to the IWRP, except case closure amendments. The signature indicates the client or, as appropriate, the client's parent, guardian, legal custodian or other representative agrees to the terms of the IWRP and amendments;

8. RSB shall review each client's IWRP as often as necessary, but at least once every twelve (12) months, and shall review the IWRP of each client who is in a period of extended evaluation or interim period of eligibility as often as necessary, but at least once every ninety (90) days. RSB shall give each client or, as appropriate, the client's parent, guardian, legal custodian or other representative an opportunity to review the IWRP and, if necessary, jointly redevelop the IWRP and agree to its terms;

9. RSB shall amend a client's IWRP when—

A. There is a significant change in the client's existing IWRP;

B. RSB closes a client's case after development of an IWRP; or

C. RSB plans to provide post-employment services to a client;

10. RSB shall prepare a client's IWRP in coordination with the appropriate educational agency whenever RSB plans to provide vocational rehabilitation services to a client who is eligible for services under the Individuals With Disabilities Education Act. RSB shall include with the IWRP a summary

of relevant components of the client's individualized education program; and

11. RSB shall meet the following conditions for a client when RSB is terminating services under an IWRP because RSB determines that the client is not capable of achieving a vocational goal and for an applicant when RSB is terminating services because RSB cannot determine that the applicant is eligible for service:

A. RSB shall make a decision of ineligibility only with the full participation of the client or, as appropriate, the client's parent, guardian, legal custodian or other representative unless the client refuses to participate, the client is no longer present in the state or his/her whereabouts are unknown, or the client's medical condition is rapidly progressive or terminal. When RSB obtains the full participation of the client or the client's representative, RSB shall record the views of the client or representative in the IWRP;

B. RSB shall record the rationale for the ineligibility decision as an amendment to the IWRP, certifying that the provision of vocational rehabilitation services has demonstrated the client is not capable of achieving a vocational goal. RSB prepares a certification of ineligibility, as stated in subsection (9)(D); and

C. RSB shall make a periodic review, at least annually, of the ineligibility decision, as stated in subsection (17)(D).

(B) Content of IWRP. RSB shall develop each IWRP for a client on the basis that the client is eligible for vocational rehabilitation services that will enable the client to achieve a suitable vocational goal, that vocational rehabilitation services are needed during an extended period of evaluation in order to determine whether the applicant is capable of achieving a vocational goal or the applicant meets criteria to receive services during an interim period of eligibility. RSB shall include, as appropriate, statements concerning:

1. The basis on which RSB determined the client is eligible for vocational rehabilitation services, the applicant needs an extended evaluation of vocational rehabilitation potential in order for RSB to make a determination of eligibility or the applicant needs to receive vocational rehabilitation services during an interim period of eligibility;

2. The long range and intermediate rehabilitation objectives for a client;

3. The specific vocational rehabilitation services that RSB will provide so the client will be able to achieve the established rehabilitation objectives;

4. An assessment of the client's expected need for post-employment services;

5. The projected dates for the initiation of each vocational rehabilitation service and the expected duration of each service;

6. A procedure and schedule, based upon objective criteria, for RSB to conduct a periodic review and evaluation of the client's progress toward achieving rehabilitation objectives;

7. A record of RSB's reviews and evaluations of the client's progress toward achieving rehabilitation objectives;

8. RSB's reassessment, prior to case closure, of the client's need for post-employment services;

9. The views of the client or, as appropriate, the client and a parent, guardian, legal custodian or other representative, including other suitable professional and informed advisors, concerning the client's goals and objectives and the vocational rehabilitation services RSB is providing to the client;

10. The terms and conditions for the provision of vocational rehabilitation services, including the client's responsibilities in implementing the IWRP;

11. The extent of the client's participation, if any, in the cost of vocational rehabilitation services;

12. The extent to which comparable services and benefits are available to the client under any other programs;

13. An assurance that RSB has informed the client of the client's rights and means by which the client may express and seek remedy for any dissatisfaction in the administration of his/her vocational rehabilitation case, including the opportunity for review of RSB decisions, as discussed in section (22);

14. An assurance that RSB has informed the client of the availability of a client assistance program;

15. The basis on which RSB has determined that the client is rehabilitated; and

16. RSB's plan to provide post-employment services after a client has achieved a suitable vocational goal and the basis upon which RSB develops the plan; and, if appropriate for a client who is severely handicapped, a statement of how RSB will provide these services or will arrange for provision of these services through cooperative agreements with other providers.

(C) Supported Employment Placements. In addition to the requirements stated in subsection (11)(B), for each client for whom RSB determines that supported employment is an appropriate vocational goal, the client's IWRP must contain:

1. A description of the time-limited services, not to exceed nine (9) months in duration, that RSB will provide; and

2. A description of the extended services the client needs, an identification of the state, federal or private programs that will provide the continuing support and a description of the basis for RSB's determination that continuing support is available.

(12) Training Costs. RSB provides training to an eligible client when the client needs training in order to achieve a vocational goal that is recorded in the client's IWRP. Training includes the areas of personal and vocational adjustment, academic training and vocational training.

(A) Tuition and Fees. All grants, other student financial aid and contributions that are available from any source are used to meet in whole, or in part, the costs of training. Monetary merit awards, including scholarships, that a civic, professional or social organization provides directly to a client are exempt from use as a comparable benefit unless the award specifies that the client shall use the funds to meet the cost of tuition or other specific college-related expenses. RSB does not pay any costs associated with training when resources to meet these costs are available from any other source. RSB applies the following additional limitations to payment of tuition and fees:

1. RSB may pay tuition and fees at state or other public colleges and universities in Missouri, vocational schools or rehabilitation facilities at current verified rates;

2. RSB may pay tuition and fees at private college or universities in Missouri and at colleges or universities outside Missouri up to but not to exceed similar costs at the University of Missouri-Columbia. If a deaf-blind client attends Gallaudet College, RSB may pay the full cost of tuition and fees at Gallaudet College; and

3. RSB limits payment of tuition and fees for academic and vocational training to a client's completion of the academic or training curriculum that the client needs in order to obtain entry-level employment in the occupational area that the client selects, as recorded in the client's IWRP.

(B) Support Services Associated With Training. RSB pays for necessary support services associated with training, according to section (14).

(13) Physical and Mental Restoration.

(A) General Provisions. Within the limitations in 34 CFR 361, 34 CFR parts 74-79 and this rule, RSB may provide the physical and mental restoration services stated in this rule to a vocational rehabilitation client, to correct or substantially modify a physical or mental condition that is stable or slowly pro-

gressive and which contributes to the client's handicap to employment.

(B) Types of Physical or Mental Restoration—

1. Medical or corrective surgical treatment;

2. Diagnosis and treatment for mental or emotional disorders;

3. Dentistry;

4. Nursing services;

5. Inpatient or outpatient hospitalization needed in connection with surgery or treatment and clinic services;

6. Convalescent or nursing home;

7. Drugs and supplies;

8. Prosthetic, orthotic or other assistive devices, including hearing aids, essential to obtaining or retaining employment;

9. Eyeglasses and visual services, including visual training, and the examination and services necessary for the prescription and provision of eyeglasses, contact lenses, microscopic lenses, telescopic lenses and other special visual aids that are prescribed by a physician skilled in diseases of the eye or by an optometrist, whichever the client may select;

10. Podiatry;

11. Physical, occupational, speech or hearing therapy;

12. Psychological services;

13. Therapeutic recreation services;

14. Medical or medically related social work services;

15. Treatment of either acute or chronic medical complications and emergencies which are associated with or arise out of the provision of physical and mental restoration services or which are inherent in the condition under treatment;

16. Special services for the treatment of end-stage renal disease, including transplantation, dialysis, artificial kidneys and supplies; and

17. Other medical or medically related rehabilitation services, including art therapy, dance therapy, music therapy and psychodrama.

(C) Payment for Physical or Mental Restoration. All comparable services and benefits that are available from any source to meet, in whole or in part, the cost of a client's physical or mental restoration shall be utilized, unless to utilize these services or benefits would delay the provision of vocational rehabilitation services to any client who is at extreme medical risk as defined in subsection (2)(I). A determination of extreme medical risk shall be based upon medical evidence provided by an appropriate licensed medical professional. Comparable benefits and services shall include, but not be limited

to, Title XVIII (Medicare), Title XIX (Medicaid), public or private health insurance, Veterans Administration medical benefits and Worker's Compensation.

1. RSB may pay hospital room and board charges as billed, based on the least expensive standard accommodation charge.

2. RSB may pay for other medical services, including physician services, laboratory and X-ray fees and hospital outpatient care, at a rate that is determined by the Department of Social Services to be reasonable.

3. RSB may pay for medical services received outside Missouri at the rates paid by the vocational rehabilitation agency in that state, unless the provider participates in the Missouri Title XIX program, in which case RSB limits payment to Missouri Title XIX rates.

4. Selection of provider. To the extent possible, RSB shall purchase physical and mental restoration services for clients who are eligible for Title XIX benefits from Title XIX providers who are located in Missouri.

5. When costs of physical and mental restoration services reach twenty-five thousand dollars (\$25,000) regardless of the number of times the client receives services under the terms of an IWRP, requests for additional physical or mental restoration services must be reviewed and approved by the deputy director or designee.

(14) Support Services. RSB may pay the cost of support services to or in behalf of a client in order for the client to benefit from physical or mental restoration, personal and vocational adjustment evaluation or training, academic training, vocational training or job placement. Support services include, but are not limited to, transportation; books, equipment, tools and supplies; reader service for visually impaired persons; interpreter service for deaf-blind persons; services to members of the client's family and maintenance.

(A) Transportation. RSB shall pay the cost of the most economical source of transportation that meets the client's rehabilitation service needs. RSB pays the cost of mileage traveled by private automobile at the rate per mile currently allowed state employees by the Department of Social Services; bus fare and train fare at actual charges; and cab fare, only when other methods of transportation are not available, at actual charges. When a client must travel by plane, coach fare at the most feasible travel plan may be paid.

1. Physical or mental restoration. RSB may pay costs of transportation that a client needs in order to obtain physical or mental restoration that is prescribed by a provider

who meets the standards in subsection (18)(D).

2. Personal and vocational adjustment training. RSB may pay costs of transportation that a client needs in order to participate in personal and vocational adjustment evaluation or training at a rehabilitation facility that meets the standards in subsections (18)(A) and (B).

A. When a client stays in rehabilitation facility residential quarters, RSB shall limit payment to the necessary trips the client makes between the client's home and the rehabilitation facility during the time the client is in evaluation or training activities at the facility. The decision regarding the number of trips that are necessary is made by RSB, the rehabilitation facility and the client.

B. When a client lives at home and commutes, the total monthly payment for transportation and meals, as described in subparagraph (14)(B)2.B., shall not exceed the cost of room and board that is available at or in conjunction with the rehabilitation facility.

3. Academic training and vocational training. RSB may pay costs of transportation that a client needs in order to participate in academic training or vocational training.

A. If a client lives at home and commutes to a public college or university in Missouri that has available dormitories, the total monthly payment for transportation and meals, as described in subparagraph (14)(B)2.B., shall not exceed the cost of double occupancy dormitory charges at the college or university the client attends.

B. If a client attends a private college or university in Missouri or a college or university outside of Missouri that has available dormitories, the total monthly payment for transportation and meals shall not exceed the cost of double occupancy dormitory charges at the University of Missouri-Columbia.

4. Job placement. RSB may pay costs of transportation that a client needs in order to seek employment.

5. Relocation expenses. RSB may pay costs of transportation that a client needs in order to relocate after obtaining employment. Payment of relocation expenses is limited to payment of moving expenses from the client's home locale to the location of the client's employment.

(B) Maintenance. RSB may pay maintenance to a client when it is necessary to meet basic living expenses so that the client can derive the full benefit of other vocational rehabilitation services that the client receives. RSB uses Form R-10B, which is in section (24), to compute the amount of the client's maintenance.

1. RSB takes into consideration the following factors in determining the amount of maintenance RSB pays to or in behalf of a client:

A. RSB considers the type of vocational rehabilitation service in which the client participates; the permanent living arrangements of the client; the living arrangements that are available to the client and the living arrangements that the client selects during participation in the vocational rehabilitation service; the cost of the client's living arrangements; the income and financial resources of the client; and the maximum maintenance payments that are stated in this rule;

B. The monthly standard allowance, referred to in this rule as MSA, for a client who is a dependent and who lives with the client's parents while participating in training is the cost of all meals the client must purchase in order to participate in training, not to exceed the limitations stated in subparagraph (14)(B)2.B.;

C. The MSA for a client who lives with the client's spouse or dependents is five hundred dollars (\$500) for the client, plus two hundred fifty dollars (\$250) for each additional member of the client's family unit;

D. For the purpose of determining a client's maintenance payment, RSB shall consider only the client's expenses, income and other resources if the client is emancipated and is the only member of the client's family unit;

E. The maximum maintenance payment for any client is the maximum MSA, less the client's adjusted net income or other resources available to meet the client's expenses, or five hundred dollars (\$500), whichever is less, except for clients who are attending business enterprise program training or who are attending Gallaudet College, as discussed in subparagraphs (14)(B)3.I. and J.;

F. Independent client leaves home to obtain training—RSB shall consider the client is maintaining two (2) households, the one the client is leaving and the one the client will maintain while in training. RSB shall include an allowance of two thousand dollars (\$2000) per month for the first family member and five hundred dollars (\$500) per month for each additional member of the client's family unit who remains in the household the client is leaving. RSB shall apply the income of the client and any other members of the client's family unit toward meeting the expenses of the members of the family unit who remain at home. RSB shall apply the balance of income, if any, toward the maintenance



expenses the client will have while in training;

G. Dependent client leaves home to obtain training—RSB shall consider that two (2) households are being maintained, the one the client is leaving and one the client will maintain while in training. RSB shall include an allowance of two thousand dollars (\$2000) for the first family member and five hundred dollars (\$500) per month for each additional member of the client’s family unit who remains in the household the client is leaving. RSB shall apply the income of the members of the client’s family unit toward meeting the expenses of the members of the family unit who remain at home. RSB shall apply the balance of the income, if any, of the members of the client’s family unit toward the maintenance expenses the client will have while in training;

H. For the purpose of determining a client’s maintenance payment, RSB shall consider that any client who is not a dependent of another individual for federal income tax purposes is the head of the client’s household;

I. Determination of client’s adjusted income—when a client is the only member of the client’s family unit and the client must leave home for twelve (12) months or less to participate in training, RSB may deduct from the client’s net income the amount of payment on deed of trust on property in which the client is living, real and personal property taxes, rent, property insurance and utilities at vacation rate, at actual costs up to a maximum of five hundred dollars (\$500) per month. RSB shall document these expenses and include them on Form R-10A as a reduction of income. If the client’s training exceeds a period of twelve (12) months, RSB shall not deduct the cost of maintaining the home the client left in computing the client’s total adjusted net income in determining the client’s maintenance payment;

J. In computing the amount of a client’s adjusted net income, RSB shall deduct the cost of health insurance premiums, court-ordered payments, unreimbursable cost of earning income and, for a client who is in training, the first two hundred dollars (\$200) per month of the client’s earned income;

K. In addition to payment of maintenance during semesters or terms to a client who is attending a college or university, RSB may pay maintenance to the client if the client is attending consecutive semesters or terms and the between-semester or between-term break is six (6) weeks or less. In this type of situation, RSB may continue to pay maintenance to the client at the same rate RSB paid during the preceding semester or term. If the

break is for a period of more than six (6) weeks, RSB shall not pay maintenance during the break and the client’s maintenance may begin again on the first day of the next semester or term that the client attends a college or university; and

L. If two (2) or more clients share the same residence, the maximum monthly maintenance RSB may pay is as follows: two (2) clients, three hundred seventy-five dollars (\$375) each; three (3) clients, three hundred thirty-three dollars (\$333) each; or the deficit shown on Form R-10B, whichever is less.

2. Personal and vocational adjustment training. RSB may pay maintenance to a client who receives personal and vocational adjustment evaluation or training at a rehabilitation facility.

A. If a client lives in a residential rehabilitation facility while receiving personal and vocational adjustment evaluation or training, RSB may pay the contracted costs of room and board at the residential facility. RSB also may pay a maximum of one hundred twenty dollars (\$120) per month for incidental expenses, less the client’s adjusted net income and other resources that are available to meet these costs.

B. If a client lives at home while receiving personal and vocational adjustment evaluation or training at a rehabilitation facility, RSB may pay the costs of meals, not to exceed the maximum meal allowance established by the division for employees that are necessary in order for the client to participate in training. The total monthly payment for meals and transportation, as discussed in paragraph (14)(A)2., cannot exceed the cost of room and board that is available at or in conjunction with the rehabilitation facility the client attends.

3. Academic training and vocational training. RSB may pay maintenance that a client needs in order to participate in academic training, evaluation for vocational training or vocational training, which includes vocational skill training that a client may receive at a rehabilitation facility. Subparagraphs (14)(B)3.A.—I. states the different living situations a client may have while participating in academic or vocational training. The client’s MSA is the amount of allowable expenses that are recorded on Form R-10B. The maximum amount of a client’s maintenance payment in each living situation is the MSA less the adjusted net income and other resources the client has to help meet the expenses.

A. The dependent client lives with the client’s parents while participating in training—RSB may reimburse the client for the cost of all meals the client must purchase in

order to participate in training, within the limitation stated in subparagraph (14)(B)2.B. and less monthly adjusted net income and other resources the client has to apply toward the cost of meals.

B. The client lives with spouse or other dependents while the client attends a college or vocational training institution—RSB may pay to the client maximum maintenance in the amount of the client’s MSA for maintenance, less adjusted net income and other resources that are available to apply toward these costs, or five hundred dollars (\$500), whichever is less.

C. The client lives in a dormitory at a public college or university in Missouri—RSB may pay the charge for double occupancy room in the least expensive available air-conditioned dormitory with the maximum available meal plan, plus the maximum meal allowance established by the division for employees for each meal that is not included in the dormitory charge, plus one hundred twenty dollars (\$120) per month for incidental expenses, less the client’s adjusted net income and other resources that are available to help meet these costs.

D. The client lives in a dormitory at a private college or university in Missouri or at an out-of-state college or university—RSB may pay the amount of the charge for a double-occupancy room in the least expensive available air-conditioned dormitory with the maximum available meal plan at the University of Missouri-Columbia, plus the maximum meal allowance established by the division for employees per meal for each meal that is not included in the meal plan, plus one hundred twenty dollars (\$120) per month for incidental expenses, less the client’s adjusted net income and other resources that are available to help meet these costs.

E. A single client lives off-campus at a public college or university in Missouri that has available dormitory rooms—RSB may pay the charge for double occupancy room in the least expensive available air-conditioned dormitory with the maximum available meal plan, plus the maximum meal allowance established by the division for employees for each meal that is not included in the dormitory charge, plus one hundred twenty dollars (\$120) per month for incidental expenses, not to exceed a total of five hundred dollars (\$500) per month, less the client’s adjusted net income and other resources that are available to help meet these costs.

F. A single client lives off-campus at a private college or university in Missouri or at an out-of-state college or university that has available dormitory rooms—RSB may pay

the amount of the charge for a double occupancy room in the least expensive available air-conditioned dormitory with the maximum available meal plan at the University of Missouri-Columbia, plus the maximum meal allowance established by the division for employees for each meal that is not included in the meal plan, plus one hundred twenty dollars (\$120) per month for incidental expenses, not to exceed a total of five hundred dollars (\$500) per month, less the client's adjusted net income and other resources that are available to meet these costs.

G. The client lives in a dormitory at a residential rehabilitation facility while receiving vocational skill evaluation or training—RSB may pay the cost of room and board plus one hundred twenty dollars (\$120) per month for incidental expenses, less the client's adjusted net income and other resources that are available to help meet these costs.

H. The client lives in rental-based living situation while receiving vocational skill evaluation or training at a training institution that does not have available dormitory rooms—RSB may pay maintenance in the amount of the client's MSA for maintenance, less adjusted net income, or five hundred dollars (\$500), whichever is less.

I. The client is attending Gallaudet College—RSB may pay the full cost of room and board at Gallaudet College plus one hundred twenty dollars (\$120) per month for incidental expenses, less the client's adjusted net income and other resources that are available to help meet these costs.

J. The client is participating in training to become a manager of a vending facility in RSB's business enterprise program—RSB may pay the actual amount of room and board, as arranged by RSB, plus one hundred twenty dollars (\$120) per month for incidental expenses, less the client's adjusted net income and other resources that are available to help meet these costs.

4. Maintenance payments for a client who participates in academic or vocational training are contingent on the following:

A. An undergraduate student must maintain a cumulative grade point average of two-point (2.0) or above on a four-point (4.0) scale or an average of C. A graduate student must maintain a cumulative grade point average of three-point (3.0) on a four-point (4.0) scale or an average of B;

B. An undergraduate or a graduate student must carry a full course load for a full-time student as defined by the college, university or other training institution; and

C. A client who attends an institution or facility that does not operate on a semes-

ter-hour or quarter-hour system must be enrolled for a full course load as determined by the institution or facility that the client attends.

5. Job placement. RSB may pay maintenance to enable a client to seek employment or to relocate to accept employment.

A. Job seeking. RSB may pay the cost of necessary lodging and meals that a client needs in order to seek employment. Payment for lodging in Missouri is limited to the daily maximum allowances that are established by the division for lodging and payment for meals cannot exceed the limit stated in subparagraph (14)(B)2.B. Payment for lodging and meals outside of Missouri shall not exceed necessary and reasonable costs.

B. Relocation to accept employment. RSB may pay necessary and reasonable costs of relocation for a client who relocates to accept employment. Costs of relocation may be paid only from the date the client initiates relocation, not to exceed two (2) weeks before the date the client's employment begins, until the client's paycheck and other income for the pay period equal a full month's pay or the client's maximum allowable maintenance, whichever is less. Maximum allowable maintenance for the first month of employment is three hundred fifty dollars (\$350) for food and incidentals plus the cost of initiating rent and maintaining the living quarters for the first month.

6. Maintenance to family members. RSB may pay maintenance to members of a client's family when all of the following criteria are met: the client is in training; the family members' financial support, after inclusion of the client's maintenance, is reduced as a direct result of the client's participation in training; and the payment of maintenance to family members is necessary in order for the client to complete training. Payment of maintenance to family members may not exceed two hundred fifty dollars (\$250) per month for each member of the client's family, less adjusted net income or other resources that are available to help meet the living expenses of the client's family members.

(C) Books, Equipment, Tools, Supplies and Start-Up Costs for Small Businesses. RSB may pay for books, equipment, tools, supplies and start-up costs that the client needs to participate in personal and vocational adjustment training, homemaker training, academic or vocational training and to perform required job duties following employment.

1. Personal and vocational adjustment training. RSB may pay the costs of basic

equipment that the client needs in order to participate in training.

2. Academic training or vocational training, including homemaker training. RSB may pay the cost of books, equipment, tools and supplies that the client needs to participate in training.

3. Job placement. RSB may pay the cost of equipment, tools and supplies that a client needs in order to perform required job duties. RSB may pay the cost of equipment, tools and supplies as soon as specific job requirements are known and specific equipment needs are identified.

4. Start-up costs for small businesses. RSB may pay no more than seventy-five percent (75%) of a client's start-up costs for establishing a small business. When RSB's payment reaches three thousand seven hundred fifty dollars (\$3750), requests for payment of additional start-up costs must be reviewed and approved by the deputy director or designee. Requests for payment of additional start-up costs beyond one (1) year after the initial payment, must be reviewed and approved by the deputy director or designee. Start-up costs for establishing a small business include, but are not limited to, rent, advertising, utilities and supplies. This rule does not apply to start-up costs for vending facilities that RSB supervises according to 13 CSR 40-91.010.

5. Purchase of equipment. When the cost of training and job placement equipment during a current case reaches ten thousand dollars (\$10,000), requests for purchase of additional equipment must be reviewed and approved by the deputy director or designee. When the cost of equipment purchased for a client who is in post-employment status reaches five thousand dollars (\$5000) regardless of the number of times a client's case is opened for post-employment services, requests for purchase of additional equipment must be reviewed and approved by the deputy director or designee.

(D) Reader Service. RSB may provide reader service that a client needs in order to participate in a rehabilitation program, including orientation to employment. RSB will not pay the cost of reader service for a client who is in post-secondary training until after the client has applied for and used all funds that are available from the State Reader's Fund, as authorized in sections 178.160 and 178.180, RSMo.

(E) Interpreter Service for Deaf-Blind Persons. RSB may pay the cost of interpreter service when a deaf-blind client needs interpreter service in order to participate in a rehabilitation program, including orientation to employment. RSB may pay the rate that is

charged by a qualified interpreter who is available to a client.

(F) **Services to Family Members.** RSB may provide services to members of a client's family, when the provision of such services is necessary in order for the client to become rehabilitated. RSB does not pay maintenance to members of the client's family except when the family member's financial support is reduced as a direct result of the client's participation in training.

(15) **Supported Employment.** RSB shall provide vocational rehabilitation services that will lead to supported employment for severely handicapped clients who are eligible for these services.

(A) The following definitions apply to the supported employment program:

1. **Supported employment is competitive work in an integrated work setting with ongoing support services for any severely handicapped client for whom competitive employment has not occurred traditionally or whose competitive employment has been interrupted or intermittent as a result of the client's severe handicaps.** Supported employment also is transitional employment for a client with chronic mental illness. The client needs ongoing support in order to work in the competitive, integrated work setting;

2. **Competitive work is work that a client performs on either a full-time or part-time basis that averages at least twenty (20) hours per week for each pay period and for which the client's employer compensates the client in accordance with the Fair Labor Standards Act;**

3. **Integrated work setting means a job site where—**

A. Most of the client's coworkers are not handicapped and a client is not part of a work group that is comprised solely of other individuals who are handicapped; or

B. Most of the client's coworkers are not handicapped and, if a job site described in subparagraph (15)(A)3.A. is not possible, the client is part of a work group of no more than eight (8) individuals who are handicapped; or

C. If the client works alone or if the client's only coworkers are members of a work group of no more than eight (8) individuals who are handicapped, the client must be able to have regular contact with individuals, other than personnel who provide support services, in the immediate work setting who are not handicapped;

4. **Ongoing support services means continuous or periodic skill training services that a job coach provides to a client at least two (2) times per month at the job site, to enable**

the client to perform the work. Ongoing support services also may include, in conjunction with skill training services, other support services the client receives away from his/her work site, such as transportation, personal care services or counseling to members of the client's family;

5. **Transitional employment for a client with chronic mental illness means competitive work in an integrated work setting.** The client may need support services, either at the work site or away from the work site, in order to perform the work. The job placement may not be a permanent employment outcome for the client;

6. **Traditionally time-limited post-employment services means services that RSB provides to support and maintain a severely handicapped client in employment.** RSB shall base the services on RSB's assessment of the client's needs as recorded in the client's IWRP and shall not provide time-limited post-employment services for more than nine (9) months from the date the client obtains employment;

7. **Individual with severe handicaps means a client who has one (1) or more severe physical or mental handicap that severely limit one (1) or more capacities the client needs in order to work, such as mobility, communication, self-care, work tolerance or work skills, and whose vocational rehabilitation can be expected to require multiple services over an extended period of time;**

8. **Job coaching means a service that includes, but is not limited to:**

A. Intensive on-the-job training that the client needs in order to learn job duties and job-related responsibilities, such as transportation or coworker relationships;

B. Advocacy with employers, supervisor and coworkers to assure integration of the supported employee; and

C. Long-term services that include spot checking of client performance, employer satisfaction, job coaching or training in new duties;

9. **Service provider means a rehabilitation facility or other community-based agency that will provide supported employment placement services to and provide ongoing job support to a client.** The services provided by the facility or agency may include, but are not limited to:

A. Functional assessment;

B. Survey of businesses and assurance of potential work sites suited to the needs of the client;

C. Analysis of all relevant job-related variables, such as transportation, job restructuring and tax credit for employers;

D. Provision of direct training at employment sites until client is working to the employer's standards;

E. Development of internal advocacy system;

F. Gradual decrease in job coach assistance, to be replaced with employer supervision; and

G. Provision of long-term follow-up service as necessary; and

10. **Community service agency means the Department of Mental Health, Senate Bill 40 Boards authorized by sections 205.968—205.972, RSMo, relatives, employers and other public and private agencies that are perceived as the long-term support system for clients who have severe handicaps due to developmental disabilities, sensory impairments or chronic illness.**

(B) RSB shall provide a number of rehabilitation services through the use of regular vocational rehabilitation case service funds in order to facilitate the delivery of services to severely handicapped blind or visually impaired clients under the provisions of the supported employment program. These services include:

1. Evaluation of rehabilitation potential, to determine an individual's eligibility for regular vocational rehabilitation services and eligibility for services through the supported employment program;

2. Counseling and guidance;

3. Personal and vocational adjustment evaluation and training;

4. Physical and mental restoration; and

5. Adaptive equipment that a client may need prior to participating in supported employment activities.

(C) RSB shall use supported employment case service funds for purchase of supported employment services from rehabilitation facilities with which Missouri has contracts for the provision of supported employment services. The services RSB purchases from rehabilitation facilities will consist primarily of job placement services that include development of job sites; contacts with potential employers to encourage them to accept severely disabled blind or visually impaired clients; and on-the-job skill training and support during the nine (9)-month period following job placement. RSB may use supported employment case service funds to provide these services.

(D) At the end of the nine (9)-month period following the client's job placement during which supported employment case service funds may be used to meet the cost of on-the-job skill training and support, the responsibility for providing ongoing support to the client is transferred to the local funding

agency that has contracted with rehabilitation facilities to provide this support. RSB cannot spend either regular vocational rehabilitation case service funds or supported employment case service funds for supported employment activities after the end of the nine (9)-month period.

(E) After a client has been determined to be eligible to receive supported employment services, RSB shall meet the cost of those services with supported employment case service funds. If RSB exhausts the supported employment case service funds that are available to it, RSB may meet the cost of supported employment services for a client with regular vocational rehabilitation case service funds up to, but not exceeding, the nine (9)-month period following the client's job placement.

(16) Transition Services. RSB shall provide transition services, as needed by a client to promote the client's movement from school to post-secondary education, vocational training or suitable employment. RSB shall provide transition services through cooperative efforts with the Department of Elementary and Secondary Education, the Missouri School for the Blind and local education agencies.

(17) Case Closure. RSB shall close an applicant's or client's vocational rehabilitation case at any time in the vocational rehabilitation process when—RSB has determined that an applicant is not eligible for vocational rehabilitation services; the client has completed vocational rehabilitation services that RSB planned to provide and additional vocational rehabilitation services are either unnecessary or inappropriate, except services that RSB may provide as post-employment services; or an applicant or client is not available to receive vocational rehabilitation services.

(A) Case Closure Without an Eligibility Determination. RSB shall close an applicant's case without a determination of eligibility when the applicant is unavailable during an extended period of time to complete an evaluation of vocational rehabilitation potential and RSB has made repeated, reasonable effort to contact the applicant or, as appropriate, the applicant's representative, and to encourage the applicant's participation.

(B) Case Closure Due to a Determination of Ineligibility Before IWRP Development. When RSB determines, on the basis of clear evidence, that an applicant does not meet one (1) or more of the basic conditions of eligibility for vocational rehabilitation services or that a client no longer meets one (1) or more of the basic conditions of eligibility, RSB

shall close the applicant's or client's case. RSB shall carry out the following activities in regard to case closure:

1. RSB shall make the ineligibility determination only after full consultation with the applicant or client or, as appropriate, the applicant's or client's parent, guardian, legal custodian or other representative, or after giving a clear opportunity for such consultation. RSB shall document in the case file the consultation, or the opportunity for the consultation;

2. RSB shall complete a certification of ineligibility which indicates the reasons the applicant or client is ineligible for vocational rehabilitation services. The appropriate RSB staff member shall sign and date the certification; and

3. RSB shall notify the applicant or client in writing of the action RSB has taken. The notification shall include information regarding the applicant's or client's appeal rights and the assistance that is available from the client assistance program. As appropriate, RSB shall refer the applicant or client to other agencies or programs.

(C) Case Closure Due to a Determination of Ineligibility After IWRP Development. When RSB decides to terminate vocational rehabilitation services that RSB is providing to a client because of a determination that the client is not capable of achieving a vocational goal, RSB shall amend the client's IWRP and shall close the client's case. RSB shall carry out the following activities in regard to case closure:

1. RSB shall make the ineligibility determination only after full consultation with the client or, as appropriate, the client's parent, guardian, legal custodian or other representative, or after giving a clear opportunity for such consultation, except under the following circumstances: the client has refused to participate, the client is no longer present in Missouri, the client's whereabouts are unknown or the client's medical condition is rapidly progressive or terminal. When the client or, as appropriate, the client's parent, guardian or other representative has consulted with RSB, RSB shall record the views of the individual regarding the decision; and

2. RSB shall record in an amendment to the IWRP the rationale for the ineligibility decision, which certifies that the provision of vocational rehabilitation services has demonstrated the client is not capable of achieving a vocational goal. The appropriate RSB staff member shall sign and date the certification.

A. If the amendment to the IWRP and the certification are in the form of a letter to the client, RSB shall identify the letter as an amendment to the IWRP.

B. RSB shall notify the client in writing of the action RSB is taking. The notification shall include information regarding the client's appeal rights and the assistance that is available from the client assistance program. RSB does not need to send written notification to the client when the client is deceased, the address is unknown or the client cannot be located.

C. When RSB determines a client is not eligible for additional vocational rehabilitation services because the client cannot be expected to benefit from vocational rehabilitation services in terms of employability, RSB shall refer the client for possible services under RSB's independent living rehabilitation program and, as appropriate, to other agencies or programs.

(D) Annual Review of Certain Case Closures. When RSB determines an applicant or client is ineligible for vocational rehabilitation services because the applicant or client cannot be expected to achieve a vocational goal, RSB shall review the ineligibility decision within twelve (12) months. During the review, RSB gives the applicant or client or, as appropriate, the applicant's or client's parent, guardian, legal custodian or other representative the opportunity for full consultation in the reconsideration of the decision of ineligibility.

1. RSB shall initiate the first review of a decision of ineligibility. The applicant or client or, as appropriate, the applicant's or client's parent, guardian, legal custodian or other representative shall initiate any subsequent review.

2. RSB shall not carry out the first annual review of a decision of ineligibility when the applicant or client refuses the review, the applicant or client has refused vocational rehabilitation services, the applicant or client is no longer present in the state or whereabouts are unknown, or the applicant's or client's medical condition is rapidly progressive or terminal.

(E) Case Closure as Successfully Rehabilitated. In order for RSB to determine that a client has been successfully rehabilitated, the client must have been provided an evaluation of rehabilitation potential, determined to be eligible for vocational rehabilitation services, provided counseling and guidance as essential vocational rehabilitation services, provided appropriate and substantial vocational rehabilitation services in accordance with the client's IWRP, and determined to have achieved and maintained suitable employment for at least sixty (60) days. The client's case record must contain the following information:

1. The basis on which RSB determined the client's employment is suitable;

2. The contribution of vocational rehabilitation services to the client's rehabilitation;

3. The involvement of the client or, as appropriate, the client's parent, guardian or other representative in the decision to close the client's case; and

4. Written notice to the client of the closure decision and the availability and purpose of post-employment services. The text of the written notice must identify it as an amendment to the client's IWRP.

(18) Standards for Facilities and Other Providers of Services. RSB requires providers from which RSB purchases vocational rehabilitation services to meet the standards stated in this section of this rule.

(A) Rehabilitation Facilities. A rehabilitation facility is a facility that is operated for the purpose of providing vocational rehabilitation services to clients and applicants. A rehabilitation facility must have the capability to provide, singly or in combination, one (1) or more of the following vocational rehabilitation services:

1. Vocational rehabilitation services, including under one (1) management: medical, psychiatric, psychological, social and vocational services;

2. Testing, fitting or training in the use of prosthetic or orthotic devices;

3. Prevocational conditioning or recreational therapy;

4. Physical and occupational therapy;

5. Speech and hearing therapy;

6. Psychiatric, psychological and social services;

7. Evaluation of rehabilitation potential;

8. Personal and work adjustment;

9. Vocational training with a view toward career advancement, which is provided in combination with other rehabilitation services;

10. Evaluation or control of specific disabilities;

11. Orientation and mobility services and other adjustment services to blind individuals;

12. Transitional or extended employment for those individuals with handicaps who cannot be absorbed readily into the competitive labor market;

13. Psychosocial rehabilitation services for clients and applicants with chronic mental illness; and

14. Rehabilitation engineering services.

(B) Rehabilitation Facility Accreditation. A rehabilitation facility must comply with the

rehabilitation facility standards of RSB. These standards are in section (18).

(C) Academic or Vocational Training Accreditation. An agency or institution that provides academic or vocational training services must be accredited or licensed by the accrediting or licensing agency that is appropriate to the training curriculum that the agency or institution provides.

(D) Physical or Mental Restoration Provider Accreditation. A physician or any other health care provider must be certified or accredited to perform the specific service that the applicant or client requires and must be licensed to perform the service in the state in which the service is performed.

(19) Small Business Enterprises. Through the business enterprise program, which is administered according to 13 CSR 40-91.010, RSB establishes small business enterprises that are operated by severely handicapped, legally blind individuals who have received vocational rehabilitation services. RSB provides management services and supervision to the operators of the small business enterprises.

(20) Facilities and Services for Groups of Handicapped Individuals.

(A) RSB provides vocational rehabilitation services through the facilities and services for groups of handicapped individuals' grant authority. This authority is used when vocational rehabilitation services are not directly related to the individualized written rehabilitation program of an individual client but are expected to contribute to the vocational rehabilitation of a group of handicapped individuals.

(B) Prior to use of the facilities and services to groups of handicapped individuals grant authority, RSB documents the need for the services that will be provided.

1. Whenever an agency other than RSB provides vocational rehabilitation services through this grant authority, RSB will procure services through a contractual agreement between that agency and RSB.

2. Whenever RSB provides vocational rehabilitation services directly through this grant authority, RSB describes the nature and scope of the services that will be provided and the manner in which they will be provided, identifies the client population to which services will be provided and describes the evaluation process that will be used to measure the effectiveness of the services.

(21) Order of Selection. According to 34 CFR 361.36, if RSB is unable to provide vocational rehabilitation services to all eligible individuals who apply for services, RSB

will implement an order of selection to ensure that those individuals with the most severe handicaps are provided services.

(A) Implementation of Order of Selection. If the deputy director decides that RSB needs to implement an order of selection, RSB will submit an amendment to the vocational rehabilitation state plan, which will initiate the order of selection.

(B) Guidelines for Delivery of Services Under an Order of Selection. RSB will provide vocational rehabilitation services to clients who require purchased services in the order stated in this subsection. RSB's provision of purchased services to a client is based entirely on the availability of funds. RSB will serve each client in each priority group in the order of his/her date of eligibility for services. According to 34 CFR 361.36(c), RSB will give special consideration to any client within each priority group whose handicapping condition is a result of disabilities sustained while the client was performing his/her duties as a public safety officer.

1. Priority group I—Every client for whom an IWRP has been developed and signed by RSB and the client and who is in case status ten (10) or above on the date the order of selection becomes effective, regardless of the severity of the client's handicap.

2. Priority group II—Every client who is legally blind or who has a visual efficiency that does not exceed twenty percent (20%) and who has one (1) or more additional disabilities that are stated in 34 CFR 361.1(c)(2) in the definition of individual with severe handicaps.

3. Priority group III—Every client who is legally blind or has a visual efficiency that does not exceed twenty percent (20%) and who does not have one (1) or more additional disabilities that are stated in 34 CFR 361.1(c)(2) in the definition of individual with severe handicaps.

4. Priority group IV—Every client who has a progressive eye disease and whose central visual acuity is twenty/seventy (20/70) or worse in the better eye with best correction, whose visual efficiency does not exceed sixty-four percent (64%) or whose near vision is decreased to the extent that the individual cannot read print that is smaller than Jaeger nine (J9) with best correction, and who has one (1) or more additional disabilities that are stated in 34 CFR 361.1(c)(2) in the definition of individual with severe handicaps.

5. Priority group V—Every client who has a progressive eye disease and whose central visual acuity is twenty/seventy (20/70) or worse in the better eye with best correction, whose visual efficiency does not exceed

sixty-four percent (64%) or whose near vision is decreased to the extent that the individual cannot read print that is smaller than Jaeger nine (J9) with best correction and who does not have one (1) or more additional disabilities that are stated in 34 CFR 361.1(c)(2) in the definition of individual with severe handicaps.

(22) Appeal Procedures. An applicant for or recipient of services through RSB's vocational rehabilitation program has the right to appeal any action regarding the furnishing or denial of services. The appeal process may consist of three (3) stages, in which the procedures provide the individual and RSB the opportunity to submit additional evidence and information. Throughout the appeal procedures stated in this section, the words applicant or client also mean, if appropriate, the individual's parent, guardian, legal custodian or other representative.

(A) Administrative Review. An administrative review is not a mandatory part of the appeal process. RSB should encourage the applicant or client to have an administrative review, in an effort to resolve the disputed issue in an informal setting. If an applicant or client elects to have an administrative review, it is the first step in the appeal process. The designee of the deputy director conducts the administrative review.

(B) Fair Hearing. If an administrative review is held, the fair hearing is the second step in the appeal process. If the applicant or client does not wish to have an administrative review, the fair hearing is the first step in the appeal process. In either situation, the fair hearing must be held within forty-five (45) calendar days from the date RSB receives from the applicant or client the initial written request for a review of RSB's decision, unless the applicant or client and RSB agree to waive the forty-five (45)-day time limit. The impartial hearing officer conducts the fair hearing.

(C) Review by Deputy Director. The deputy director may decide to review the decision of the impartial hearing officer.

(D) General Guidelines. RSB staff and an applicant or client must follow these guidelines throughout the appeal procedures.

1. Administrative review and fair hearing.

A. RSB service delivery, supervisory and administrative staff inform an individual of the right to an administrative review and fair hearing at the time RSB receives an application for services during the development of an IWRP at each time the client disputes an action involving the provision or

denial of services and at the time of case closure for any reason other than death.

B. RSB staff inform the applicant or client of the right to present additional evidence, information and witnesses, to be represented by counsel or other appropriate advocate and to examine all witnesses and other relevant sources of information and evidence.

C. RSB staff inform the applicant or client that the applicant or client must make a written request to the deputy director for an administrative review. If dissatisfied with the decision of the administrative review, the applicant or client must make a written request to the deputy director for a fair hearing.

D. The appropriate RSB staff schedules the administrative review or the impartial hearing officer schedules the fair hearing. The date is agreed to by RSB staff and the applicant or client.

E. The administrative review or fair hearing is held during normal working hours, at the district office where the applicant's or client's case record is located.

F. RSB staff members who are involved in case activities that led to the disputed decision are available for testimony.

G. The applicant or client may present additional evidence, information and witnesses during the administrative review or fair hearing and may be represented by counsel or other appropriate advocate.

H. The deputy director's designee or the impartial hearing officer informs all persons present of the purpose of the administrative review or fair hearing and of the confidentiality of all matters that will be discussed.

I. Before the review or hearing begins, the applicant or client must present written authorization to discuss confidential information in the presence of counsel and witnesses.

J. Following the administrative review, the deputy director's designee sends by certified mail to the applicant or client and to the deputy director a full written report of the findings and the basis for the decision. The letter from the deputy director's designee advises the applicant or client of the right to request a fair hearing and of the right to present additional evidence, information and witnesses, to be represented by counsel or other appropriate advocate and to examine all witnesses and other relevant sources of information and evidence.

K. Within thirty (30) calendar days of the completion of the fair hearing, the impartial hearing officer makes a decision and sends by certified mail to the applicant or

client and to the deputy director a full written report of the findings and the basis for the decision.

L. Necessary travel and subsistence costs incurred to attend an administrative review or fair hearing may be paid from vocational rehabilitation case service funds for the following individuals, if RSB gives prior authorization for payment: the applicant or client; a parent of an unemancipated applicant or client up to the age of twenty-one (21) years, the guardian or legal custodian of an applicant or client, or a private individual who provides needed transportation because public transportation is not available or feasible. RSB does not pay the expenses of any other individual, including legal counsel or other advocate, who appears in behalf of an applicant or client at an administrative review or fair hearing.

2. Review by the deputy director. Within twenty (20) calendar days of the mailing of the decision of the impartial hearing officer, the deputy director shall notify the applicant or client whether the deputy director intends to review the decision of the impartial hearing officer. If the deputy director fails to notify the applicant or client of the intent to review the decision as required, the decision of the impartial hearing officer becomes a final decision. If the deputy director decides to review the decision of the impartial hearing officer, the deputy director shall notify the applicant or client of the right to submit additional evidence and information.

A. Within thirty (30) calendar days of notifying the applicant or client of the intent to review the decision of the impartial hearing officer, the deputy director shall notify the applicant or client by certified mail of the final decision, including a full report of the findings and the basis for the decision.

B. The deputy director may not delegate responsibility to make the final decision to any other employee of RSB.

C. Necessary travel and subsistence incurred to attend review by the deputy director may be paid from vocational rehabilitation case service funds in accordance with subparagraph (22)(D)1.L.

(23) Confidentiality of Information.

(A) Need to Collect Personal Information. RSB maintains a record on each client who is referred for, applies for, receives or has received services from RSB. RSB informs each client or, as appropriate, parent or guardian, service provider, cooperating agency and other interested persons of RSB's need to collect personal information and the conditions for accessing and releasing this information.

1. All client records are the property of RSB and all contracts, grants, agreements and other documents entered into by the division/RSB state this fact. RSB does not make confidential records available to the general public and does not share these records with advisory groups or other bodies that do not have official responsibility for administration of the program.

2. Except as provided in this rule, RSB discloses no confidential information obtained concerning a client, orally, in writing or by any other means, without the written consent of the client or, as appropriate, parent, guardian or legal custodian.

3. If the client is an unemancipated minor, RSB also obtains the written consent of a parent, guardian or legal custodian. If a client is eighteen (18) years of age or older or is legally emancipated, RSB discloses information regarding that client only with the consent of the client or, if the client has been declared to be incompetent, the client's guardian.

4. Except as provided in this rule, each client who is eighteen (18) years of age or older or, as appropriate, the guardian has full access to all records that contain the client's confidential information. A parent, guardian or legal custodian of a client who is under the age of eighteen (18) years has full access to the confidential information contained in the case record of that client.

5. At the time of first personal contact, RSB advises the client or, as appropriate, parent, guardian or legal custodian of the authority under which information is collected; the principal purposes for which the information will be used or released; whether the client's provision of the information is mandatory or voluntary and the effects of refusing to provide requested information; those situations in which RSB does and does not require the written consent of the client before information may be released; identification of other agencies to which information is routinely released; and the types of information that are released. All explanations to the client or, as appropriate, to the parent, guardian or legal custodian of the client must be in the individual's primary language or, if indicated, must be through a special mode of communication, including braille.

(B) Use of Client Personal Information. RSB uses all client personal information only for purposes directly connected with the administration of the program through which the client has applied for services.

(C) Removal of Case Records. RSB shall remove any case record from the appropriate RSB office only with the approval of the deputy director and, when not in use by RSB

staff, each case record is filed in a file cabinet.

(D) Disclosure of Information to Entity Other Than Client. Whenever RSB discloses personal information to any person or entity other than the client or, as appropriate, parent, guardian or legal custodian, RSB advises the person or entity of the confidential nature of the information and that federal and state law and regulations prohibit disclosure of the information without the informed written consent of the client or, as appropriate, the client's parent or guardian.

(E) Release of Confidential Information With Written Consent. When a client or, as appropriate, parent, guardian or legal custodian makes a written request for release of confidential information to the client or to the client's parent, guardian or legal custodian, RSB may release all confidential information, except the following:

1. Unless RSB has purchased it, information obtained from another individual, agency or organization is released only by the providing individual, agency or organization or under conditions established by it. When release of information is prohibited by the provider of the information, RSB informs the client or, as appropriate, parent, guardian or legal custodian of the originator of the information and the client or, as appropriate, parent or guardian is informed that s/he may access it directly from the originator;

2. Information that RSB receives from or that is developed for the Social Security Administration is controlled by that agency's regulations governing confidentiality. Information in the records of the disability determination unit of the Missouri Division of Vocational Rehabilitation is available for use in delivery of services to the client. If a client requests this information, RSB tells the client to contact either the originating source of the information or the Social Security Administration. Federal law authorizes a member of congress to obtain this information. Confidentiality of this information is governed by 20 CFR part 401. This policy applies to all active and closed cases of RSB;

3. Information that RSB purchases may be released according to the terms of this rule;

4. Regardless of its source, RSB does not release to the client any information, including medical or psychological information, that RSB concludes may be harmful to the client. RSB may release such information to the client's parent, guardian, legal custodian or other legal representative or to a physician or licensed psychologist. When it releases such information, RSB informs the recipient of the information that it may be harmful

to the client and that the recipient is responsible for use of the information; and

5. When the client makes a written request for release of information to another individual, agency or organization, RSB releases only that information that may be released to the client and only to the extent that the other individual, agency or organization demonstrates that the requested information is necessary for its program. RSB releases information that it determines is harmful to the client only when the other individual, agency or organization provides written assurance to RSB that the information will be used only for the purpose for which it is requested and that it will not be released to the client.

(F) Release of Confidential Information Without Written Consent. Under the following circumstances, RSB may release confidential information without the written consent of the client or, as appropriate, parent, guardian or legal custodian:

1. A RSB employee may disclose confidential information to other RSB employees in the course of providing services to the client;

2. With authorization of the deputy director, RSB may release confidential information to an organization, agency or individual who is engaged in audit, evaluation or research. With authorization of the deputy director, RSB may release confidential information in cases involving employee disciplinary action. RSB may release the information only for purposes directly connected with the administration of the program from which the client receives services or for purposes that would improve substantially the quality of life for handicapped persons, and only if the organization, agency or individual assures that the information will be used only for the purposes for which it is provided. The information will be released only to persons officially connected with the audit, evaluation, research or employee disciplinary action. The information will not be released to the client and it will be managed in a manner to safeguard confidentiality. The final product will not reveal any personal identifying information without the informed written consent of the client;

3. On a need-to-know basis, RSB may share confidential information with its trainees, interns and volunteers in the same manner as employees;

4. On a need-to-know basis, RSB may share confidential information with individuals, institutions and agencies with which RSB contracts in order to determine eligibility or to provide services under the terms of an IWRP; and

5. RSB may release confidential information without the written consent of the client, under the following circumstances: to protect the client or others, when the client poses a threat to the safety of the client or others; if required by federal law; in response to investigations in connection with law enforcement, fraud or abuse; or in response to judicial order.

(G) Release of Information Regarding Client Appeals. When a client has appealed a decision regarding denial or delivery of services, in accordance with section (22), and appeals the decision of an administrative review to the impartial hearing officer, RSB provides the officer with a copy of all case record information that has a bearing on the appeal issue, including all material relative to the administrative review.

(H) Subpoenas.

1. When a client is involved in litigation or in an administrative proceeding and a RSB employee receives a subpoena to testify, the employee appears according to the terms of the subpoena and testifies if written consent is given by the client. If no written consent is given, the employee informs the court or administrative body of the requirements of the law and regulations concerning confidentiality and testifies only upon order.

2. If a subpoena for client records only is received and if a written consent from the client for release of information is on file, confidential information may be released in accordance with this rule and with the terms of the subpoena.

3. If no written consent from the client is on file and the subpoena is from the client's attorney, RSB shall contact the attorney immediately and request a written consent for release of information from the client. If the subpoena is not from the client's attorney, RSB contacts the client or the client's attorney, if known, and requests a written consent from the client. Information may be released only after the written consent is received, unless a consent has not been received by the due date of the subpoena. In such a case, the RSB employee appears before the court or administrative body and informs it of the requirements of the law and regulations concerning confidentiality. Unless the client consents at the hearing, the employee testifies only upon order.

4. Whenever a RSB employee's or client's records have been subpoenaed, the client has not given written consent for release of information and the employee is ordered to testify or release information, the division may file a motion to quash, particularly in those cases in which the client is not represented by counsel.

5. Information governed by paragraphs (23)(E)1. and 2. is removed from the case record before the record is released, if the release occurs other than in court. A notice accompanies the record, identifying the material that has been removed and directing the person issuing the subpoena for records to the proper source for release of information. If the subpoena requires a court appearance, the information is segregated in the case record and the employee follows the order of the court, after informing the court of the federal laws and regulations governing confidentiality of information.

(I) Case Record Procedures.

1. A client or, as appropriate, the client's parent, guardian or legal custodian may submit a written request to add, delete or amend information that is contained within the client's case record. Within thirty (30) days of the receipt of the request, RSB decides whether to amend the record.

2. If the record is to be amended, RSB amends any portion of the record that is not accurate, relevant, timely or complete by making appropriate notations in the record or inserting corrective material into the case record. RSB provides a copy of the amended or corrective material to the client.

3. If RSB decides not to amend the case record, RSB informs the client in writing of the decision, the reason for the decision and the procedures the client may follow in placing the statements in the record. The client may submit a written statement of the reasons the client disagrees with the disputed information. RSB places this statement in the case record. RSB identifies any portion of the case record that is disputed and makes available a copy of the client's statement to any agency or person to whom the disputed portion of the record is disclosed.

4. Within ten (10) workdays of the receipt of a request for client information, RSB decides whether to comply with the request and informs the person who requested the information, unless an extension is made by mutual consent or due to the following circumstances: RSB may extend the time for initial determination on a request for an additional ten (10) workdays if it is necessary to search for, collect and examine a number of separate records or if there is need to consult with another agency that has an interest in the decision regarding the request. RSB makes extensions by sending a written notice to the person who makes the request, stating the reason for the extension and the date that a decision is expected. If RSB has not notified the person who requested the information by the end of the first or second ten (10)-workday period, RSB immediately informs

the person of the reason for the delay of the date on which a decision may be expected.

(J) Responses to Requests.

1. When a requested case record is available, RSB notifies the person who requested the case record of the date and place that the record is available for inspection or the date that copies are available. RSB advises of any fees for copying the requested information. If the person who requested the information is unable to pick up the copied information, RSB may mail the information to the person.

2. If RSB denies a written request for a case record, RSB sends written notification to the person who requested the case record. The notification includes the identification of the person who is responsible for the denial and a reference to the specific law or regulations that authorize the withholding of the record.

3. If RSB cannot locate a requested case record or RSB knows that the record has been destroyed, RSB sends written notification to the person who requested the case record.

(K) Statement of Consent for Release of Information. A consent for release of information must be in writing and must contain the name of the client; the name and title of the person or organization to which the information is to be released; the extent or nature of the information to be released; a statement that the consent is valid for a period not to exceed thirty (30) days from the date the consent is signed, unless otherwise specified in writing by the client; a statement that the consent is subject to revocation at any time; the signature of the client; and the date of signature.

(L) Access to Case Record Information. The original case record may not be removed from the control of RSB, but may be viewed in the RSB office in compliance with this rule. A designated RSB employee is present throughout the period of time that the case record is being reviewed. All releases that require copies are provided through photocopies. RSB may charge its actual cost for copies.

(M) Case Record Memorandum. When confidential information is released or release is denied, the RSB employee who makes or denies the release records in the case record—the name of the person who made the request for information; the name of the person to whom the information was released; the date the information was reviewed or otherwise released; and the basis for release of information or denial of the request.

(24) Forms Used in Administration of the Vocational Rehabilitation Program. RSB uses

the following forms and documents to administer the vocational rehabilitation program:

- (A) Form R-1—Rehabilitation of the Blind Application;
- (B) Form R-2—Client Data Record;
- (C) Form R-3—General Medical Examination Record;
- (D) Form R-9—Visual Disability Examination Report;
- (E) Form R-10—Individualized Written Rehabilitation Program;
- (F) Form R-10A—Financial Inventory;
- (G) Form R-10B—Maintenance Eligibility;
- (H) Form R-14—Equipment Ownership Agreement; and
- (I) Rehabilitation Facility Standards.

*AUTHORITY: sections 207.010, 207.020, 209.010 and 209.020, RSMo 1994. * Original rule filed Aug. 11, 1978, effective Nov. 11, 1978. Amended: Filed Nov. 5, 1979, effective Feb. 11, 1980. Amended: Filed Dec. 10, 1980, effective March 12, 1981. Emergency amendment filed Feb. 23, 1982, effective March 8, 1982, expired June 10, 1982. Amended: Filed Feb. 23, 1982, effective June 11, 1982. Emergency amendment filed July 13, 1982, effective Aug. 1, 1982, expired Oct. 10, 1982. Amended: Filed July 13, 1982, effective Oct. 11, 1982. Emergency amendment filed Jan. 15, 1985, effective Feb. 1, 1985, expired May 14, 1985. Amended: Filed Jan. 15, 1985, effective April 11, 1985. Emergency amendment filed Jan. 15, 1986, effective Jan. 25, 1986, expired May 15, 1986. Amended: Filed Jan. 15, 1986, effective June 12, 1986. Emergency rescission and emergency rule filed Jan. 21, 1987, effective Jan. 31, 1987, expired May 21, 1987. Rescinded and readopted: Filed Jan. 21, 1987, effective May 11, 1987. Emergency amendment filed July 8, 1987, effective July 18, 1987, expired Nov. 15, 1987. Amended: Filed July 8, 1987, effective Oct. 11, 1987. Amended: Filed Nov. 4, 1988, effective Jan. 27, 1989. Amended: Filed April 3, 1989, effective July 1, 1989. Rescinded and readopted: Filed June 6, 1991, effective Oct. 31, 1991. Emergency amendment filed Oct. 18, 1991, effective Oct. 31, 1991, expired Feb. 27, 1992. Amended: Filed Sept. 13, 1994, effective March 30, 1995.*

**Original authority: 207.010, RSMo 1945, amended 1949, 1953, 1973; 207.020, RSMo 1945, amended 1961, 1965, 1977, 1981, 1982, 1986; and 209.010 and 209.020, RSMo 1939.*