

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

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

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

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39 (c) All claims for medical and/or nonmedical client services must be filed on
40 claim forms approved by the Department. When the provision of an authorization
41 is fulfilled, payment for the authorized client services constitutes payment in full.
42 The client will not have any financial liability other than the amount required of
43 clients who must participate in the cost of the service provided. The individual is

44 liable for services he/she arranged which were not planned and initiated under
45 the auspices of DRS. When DVR and DVS funds are used to supplement third
46 party medical resources, participation cannot exceed the difference between the
47 third-party payment and the Department's established schedule.
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49 (d) The client must transfer, assign, or authorize payments to the Department of
50 any and all claims against Health Insurance or Liability Insurance companies or
51 other third parties, to the full extent of all payments for medical services made by
52 the Department.
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54 (e) The Department retains right and title to any tools, equipment, durable
55 medical equipment, or other goods costing \$500 or more purchased with DVR
56 and DVS funds, until and unless such goods are released to the client. Upon
57 delivery of any such goods to the client, a Receipt for Equipment and Title
58 Agreement must be completed and ~~signed~~approved.
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60 **(1) Completion of Program:**
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62 Any tools, equipment or durable medical goods purchased for training or
63 occupational purposes remain with the client after completion of the program
64 of services if they can be used in the client's chosen vocation. If the client
65 fails to complete the program of service, the counselor will make effort to
66 reclaim the goods to transfer to another client.
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68 **(2) Disposition at closure:**
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70 Case recording must reflect the disposition at the time of closure of tools,
71 equipment, and goods provided the client. All occupational tools, equipment,
72 and durable medical goods remain the property of the agency until released.
73 If the client is not using the items, the counselor will pick them up if an
74 economical savings to the agency will result, and if the transfer will not
75 endanger the health or safety of the client.
76

77 **(3) Title Release:**
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79 Title on any tools, equipment or durable medical equipment purchased with
80 DRS funds for training or occupational purposes will not be released to the
81 client until the counselor has determined the client is rehabilitated and using
82 the items as planned.
83

84 (f) When the rehabilitation professional determines an authorization or portion of
85 an authorization will not be utilized, procedures to cancel the remaining services
86 will be completed. Before the case is closed, all unliquidated authorizations must

87 be canceled or accounted for to determine if a claim will be made against any
88 outstanding authorization.

89
90 (g) Purchasing consumer goods or services, other than direct client payments,
91 when there is no prior written purchasing agreement is basically a three step
92 process. These steps include specifying the requirements for the goods or
93 services, authorizing for the purchase, and receiving delivery of the goods or
94 services. For audit purposes, no one person can perform more than one of these
95 steps. A different person is required for:

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97 (1) identifying the requirement for the purchase;

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99 (2) placing the order; and

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101 (3) accepting the material or service.

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103 (h) When a prior written purchasing agreement for consumer goods or services,
104 other than direct client payments, is not required, and the service or package of
105 services to be obtained will cost \$2500the amount of the DCS authority order
106 limit or less, the rehabilitation professional and client will jointly choose an
107 appropriate vendor. The rehabilitation professional will then authorize for the
108 planned services to the chosen vendor. When a prior written purchasing
109 agreement for consumer services, other than direct client payments, is not
110 required, and the service or package of services will cost more than \$2500the
111 DCS authority order limit, the rehabilitation professional will follow rules in (1)
112 through (7) of this Subsection.

113
114 (1) The rehabilitation professional will obtain specialist recommendations for
115 purchase requirements and approvals in accordance with agency policy.

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

124
125 (3) At least three vendors offering the goods or services will be contacted to
126 obtain bids. To expedite planning and service delivery, bids may be obtained
127 verbally. Upon request, contacted vendors will be afforded at least 24 hours in
128 which to prepare and submit the verbal bid. The rehabilitation professional will
129 ensure that all bids are submitted in writing for the same or comparable items,

130 and will document the bids received by using the Vendor Bid Documentation
131 Form.
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133 (4) The rehabilitation professional will issue the appropriate authorization and
134 claim to the vendor submitting the lowest and best bid. If the rehabilitation
135 professional managing the case is also the recognized specialist who
136 identified the purchase requirements, then the supervisor will issue the
137 appropriate authorization. Authorization may be issued to a vendor not
138 submitting the lowest bid only with strong documentation that the selected
139 vendor can best meet the needs of the client. When the bid is in excess of
140 \$10,000.00 the successful bidder will sign a non-collusion statement (to be
141 sent with the claim), which will be maintained in the case service record.
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143 (5) In the case of a vehicle modification or housing modification, upon
144 completion of the authorized services, the counselor will contact the AT
145 Specialist to schedule inspection of the work in accordance with 612:10-7-220
146 and 612:10-11-38. The AT Specialist will complete the "Assistive Technology
147 Inspection Report" verifying the modification conforms to acceptable
148 standards and the work is satisfactory.
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150 (6) Upon delivery of the goods or services in accordance with the IPE and
151 authorization, a rehabilitation staff person other than the specialist who
152 specified the purchase requirements and the rehabilitation professional who
153 authorized the purchase will accept delivery, verify that goods received match
154 the vendor invoice, sign the appropriate claim form, sign and attach the
155 invoice and forward them to the ~~DRS Budget and Finance Unit~~Financial
156 Services Division.
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158 (7) Upon delivery of any goods costing \$500 or more to the client, a Receipt
159 for Equipment and Title Agreement must be completed and ~~signed~~approved.
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161 (8) Itemized documentation will be in the case record on all orders costing
162 less than \$500 and the client will acknowledge their receipt. (For example,
163 signing and dating the packaging slip, vendor's invoice, or typed list of goods.)
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165 (9) Returned or repossessed items must be documented on for "Receipt for
166 Equipment and Title Agreement" and the final disposition noted in Case
167 Narrative entry.
168

169 (i) Program Managers will review case records when submitted for approvals to
170 ensure that purchases are being awarded in a manner that ensures competition
171 and client participation within the scope of DRS and applicable fiscal rules. At
172 least once each fiscal year a random selection of case records will be reviewed

173 by the DRS Central/Departmental Services Unit to monitor compliance with DRS
174 and applicable fiscal rules. If a Program Manager has reason to believe that a
175 rehabilitation professional is not making a good faith effort to award purchases in
176 a competitive manner and in accordance with agency policy, a fiscal audit of the
177 entire caseload will be requested to determine the appropriate action to take.

178
179 (j) Pursuant to 74 O.S. 85.44A, any goods or services required under a court
180 order shall be purchased in accordance with DRS fiscal rules.