

BUSINESS ENTERPRISES PROGRAM

I. LEGAL AUTHORITY

Section 103(b)(1) of the Rehabilitation Act as amended; the Randolph-Sheppard Act (Public Law 74-732 as amended by Public Law 83-565 and 93-516, 20 U.S.C., Chapter 6A Section 107); 34 CFR 395.1-395.38; 34 CFR 361; Title 42 Chapter 35 Section 14-15; Title 40 Chapter 9, Section 11.0 through 11.6 of the RI General Laws.

II. POLICY STATEMENT AND PURPOSE:

As the designated state unit, the Office of Rehabilitation Services/Services for the Blind and Visually Impaired has the authority to act as the "State Licensing Agency" or "S.L.A." for the purpose of establishing vending facilities in order to carry out its full responsibilities under the Randolph-Sheppard Act to provide employment to qualified persons who are blind.

The agency has established its Business Enterprises Program to provide management and supervision including Vendor/licensee selection and training, inspection, quality control, consultation, regulating, in-service training, construction, maintenance, and related services to ensure that a high-quality, statewide vending facility program is maintained.

These regulations are designed to assure that priority is given to blind persons in the operation of vending facilities on State and Federal property, and wherever feasible, one or more vending facilities are established on State and Federal property. The goal of operating vending facilities on State and Federal property by licensed persons is to provide individuals who are blind with remunerative employment and to increase their economic opportunities so they may experience economic self-support.

The Business Enterprises Program works together with the agency's Vocational Rehabilitation Program in certifying applicants as qualified to operate a vending facility.

III. PROCEDURES: ISSUANCE OF LICENSE

A. Issuance of a license to a qualified applicant shall be conditioned upon the following requirements:

1. The applicant must be legally blind. "Legally blind" means visual acuity found to be 20/200 or less in the individual's better eye with best correction, or visual acuity of better than 20/200 if the widest diameter of the field of vision subtends an angle no greater than twenty degrees (20°). Blindness shall be determined by a physician skilled in the diseases of the eye and

certification thereof shall be made by the ophthalmological consultant at the Services for the Blind and Visually Impaired. Legal Blindness is certified every 5 years.

2. The applicant must be a citizen of the United States.
 3. The applicant must be certified by the Business Enterprises Program Administrator of the S.L.A. as qualified to operate a vending facility.
 4. An applicant must be in need of employment.
- B. Qualified applicants referred to the Business Enterprises Program by Vocational Rehabilitation must meet the following additional requirements:
1. Possess skills or have the potential capacity to travel independently.
 2. Possess and demonstrate sufficient capacity to learn and/or perform basic applied mathematics operations and other business management/business skills in order to effectively engage in proper operation of a business including proper and accurate recording and maintenance of business and sales records.
 3. Demonstrate consistent stable personality traits to enable proper interaction with the public.
 4. Demonstrate consistent due care in daily personal cleanliness and grooming.
 5. Demonstrate the ability to communicate effectively, professionally and appropriately with the general public, the S.L.A., host entities, and suppliers.
 6. Demonstrate the ability and desire to be responsible for the daily operations of a business enterprise.
 7. Demonstrate basic knowledge of any and all State and Federal requirements for operating a business – including compliance with all applicable State and Federal Labor, Wage, and Tax Laws.
 8. Demonstrate the desire to be actively and personally involved in day-to-day business operations, including (but not withstanding) any physical demands associated with the operation of the business enterprise.

9. Demonstrate the ability to perform simple and routine care of the vending facility equipment.
 10. Obtain and maintain any necessary certifications or trade licenses required to engage in a (food service) business operation according to State Law.
 11. Make proper use of any and all necessary and available assistive technology, so as to assure maximum independence in the operation of the business enterprise.
 12. Be willing to and demonstrate the ability to work under the supervision of the Business Enterprise Program management staff.
- C. Business Enterprises Program (BEP) Trainee Application Process:
1. The Vocational Rehabilitation Counselor, in consultation with the Vocational Rehabilitation Supervisor, shall submit a referral to the BEP Administrator providing pertinent information about the client and requesting consultation/record review for the potential candidate. Electronic Mail (e-mail referrals are acceptable.)
 2. The referral shall include such information as the clients' VR status, IPE goal progress, brief education and employment history overview, current evaluations or assessments which document the requirements noted in section III.B of this policy, a current BCI (Criminal Background Check) report, and a signed release of information to allow a case file review. Referrals lacking a current BCI report and signed release of information form shall be automatically rejected.
 3. Following the file/client review, prospective BEP candidates shall submit to an interview with the BEP Administrator and VR Counselor.
 - a) The interview is held for the purpose of evaluating a client's overall presentation, degree of interest and motivation, as well as capacity and potential for success as a future vendor/Licensee. The interview also serves as a means to provide the referral with a greater explanation of the expectations and general outcomes of the BEP. Upon completion of the interview process, the BEP Administrator

shall issue written notification of denial or acceptance in the BEP training process.

4. Accepted candidates will participate in an on-site evaluation at a designated vending facility. During this process, applicants will be evaluated to ensure that they meet the requirements listed in III., B. This shall include assessment of the need for adjustment training, mobility orientation/instruction, rehabilitation teaching, assistive technology, focused-task oriented training, outside training in specialized areas, and/or other support services.
 - a) Based upon the findings of the onsite evaluation, additional training and education needs may be identified specific to the individual outcomes and candidates respective performance.
 - b) The VR Counselor shall assure that the candidates will be provided with the appropriate tools needed to assure independent and successful performance during the evaluation and training process. Tools (other than those general to the business environment) includes but it not limited to hi and low tech assistive technology for the identification of money, merchandise, for safe food handling and physical mastery of the environment – such as mobility aides and rehabilitative teaching.

- D. The S.L.A. shall provide for the training of blind individuals in accordance with the requirements of 34 CFR 395.11, and for the development thereunder, with the active participation of the Rhode Island State Committee of Blind Vendors (RISCOBV), of training and re-training programs. The basic component requirements of such programs include:
 1. Personal and vocational adjustment training, including books, tools and other training materials and related expenses as provided under the Vocational Rehabilitation program of the S.L.A..
 2. Work experience training and practice in the trial and actual operation of a vending facility, including specialized training preparatory to the conduct and maintenance of financial data, purchasing and fiscal procedures and financial status reports, food preparation, food safety management and certification, sanitation, customer service, business management, and operation.
 3. The training program will generally be as follows:

- a) Work experience in a designated vending facility (unpaid) for a minimum of 4 weeks (unless waived by BEP Administrator), during which the BEP supervisors conduct orientation and on-site instruction to the trainee regarding general facility operation. This on-the-job training may include public relations, facility layout and atmosphere, merchandising, purchasing, inventory, ordering, cooking, pricing, equipment maintenance, and book/record keeping expectations; and
 - b) Successful completion of an approved RI Certified Food Manager Curriculum and subsequent RI Certification pursuant to the RIGL of the State of RI; and
 - c) Successful completion of an approved Food Service/Culinary Training Curriculum in the absence of substantial prior experience in the field; or demonstrated mastery during the onsite evaluation period; and
 - d) Successful completion of the HADLEY SCHOOL (online) and NABM-Randolph Sheppard Certificate of Excellence online training programs.
4. Community-based training facilities and resources will be used to augment the vending facility training program. Examples include the Genesis Center, Generations, the National Restaurant Association, the RI Hospitality Association, Johnson & Wales University, The RI Small Business Development Center, and The Carroll Center for the Blind. Trainees shall be required to participate in management and other training from such local resources as needed. Training may also include course work in management, marketing, sales, customer relations, and advertising.
5. The S.L.A. shall provide for upward mobility, or continued training for the advancement, or re-training of vendors, including, as necessary, provision of post-employment services to assist vendors in their adjustment to their work assignment and assure the application of their maximum vocational potential as vending facility managers, and re-training pursuant to any corrective action warranted. Such training and services may be provided in conjunction with the VR Counselor.
- a) The S.L.A. will also provide direct or indirect mandatory periodic training on matters the S.L.A. deems necessary or beneficial. This training is intended for the improvement of specific individuals and/or the BEP in general.

- E. General Standards for selection of Licensed Vendor: To be eligible for appointment as a Licensed Vendor, the following basic requirements must be met:
 - 1. An applicant must have successfully completed the specialized training program for Blind Vendors as provided by the S.L.A. or a training program of equal scope and requirements.
 - 2. An applicant must have acquired sufficient knowledge and skills necessary to the successful performance of all the tasks or processes which enable the proper operation of a vending facility.
 - 3. Successful trainees will advance to Probationary Graduate Status for a period of 6 months, during which time he/she will operate a designated vending facility under the direction and supervision of the BEP Supervisory staff. Ongoing evaluations will be conducted during said probationary period.

IV. PROCEDURES: SELECTION, TRANSFER, AND PROMOTION OF VENDORS

The S.L.A., with the active participation of the State Committee of Blind Vendors, hereby establishes a selection, transfer, and promotion system for vendors which will be uniformly applied to all vendor vacancies that develop or occur in the vending facilities program.

- A. Definitions:
 - 1. Blind Vendor/licensee – an individual who has been licensed to operate a vending facility by the State Licensing Agency and is actually operating a vending facility, pursuant to a written agreement to operating a vending facility and who has successfully completed all training and a 6-month probationary period.
 - 2. Operating Hours - Hours that the Blind Vendor or Probationary Graduate is required to be on site and/or directly engaged in tasks directly related to the business. Operating hours are specified in a particular permit, but generally consist of a minimum of forty (40) hours weekly.
 - 3. Semi-annual Review - Formal management evaluation of Vendor/licensee's operation which assesses the individuals' performance, presentation, facility appearance, and cleanliness, marketing efforts, menu/food pricing, and health and food safety, as well as data keeping, set aside obligations and record submission.

4. Performance Standards - The results of the semi-annual reviews conducted at each licensed vendor's facility.
5. Probationary Graduate - An individual who has successfully completed the training and orientation program, and is operating a facility but is not yet issued a formal Vendor License. A probationary graduate who does attain transfer seniority, however is not eligible to bid on available facilities until the successful completion of the 6-month probationary period. A graduate achieves full vendor/licensee status upon successful completion of a 6-month probation period in operation of a vending facility.
6. Promotion - is the advancement of a Probationary Graduate to the status of Blind Vendor.
7. Transfer - as used in these regulations, transfer shall mean the assignment or re-assignment of a Blind Vendor to a new or vacant facility. Transfer shall not include the move of an existing vending facility to a new location if the population (entity) to be served at the new location is substantially the same.
8. Vending Facility –A site that has been determined to meet the criteria of a satisfactory site as defined in 34CFR 395.1(q) revised 7/1/81 and is operated under a permit. See Vending Facilities Standards below. Vending facilities are categorized as Dry/Wet/Vending Only; Primary, Secondary and Satellite.
9. Coffee Plus - The S.L.A. and the RI State Committee of Blind Vendors (RISCOBV) have adopted this trade name which is to be used to describe and market vending facilities at all locations.
10. Primary Facility - A primary vending facility is a facility that a Vendor/licensee operates as a main facility and will remain assigned to the Vendor/licensee as per the terms of the Operating Agreement and Permit/Contract. To the extent possible- all eligible Vendor//licensees in the program shall have a primary facility.
11. Satellite Facility - A satellite is a vending facility bid as a satellite and which a Vendor/licensee operates in addition to their primary location. (Such as a vending only site). Satellites shall be awarded according to the standard bidding protocol. A Vendor/licensee must be under an effective operating agreement for a primary facility in order to submit a bid for another facility

as a satellite location. No Vendor//licensee shall be allowed to assume more than one satellite until all other eligible Vendor/licensees have had the option to assume a satellite.

12. Agency operated Facility: This is a facility with no manager: This shall typically be a facility that was placed on bid to all eligible Vendor/licensees, and no Vendor/licensee bid to operate the facility. As a result the S.L.A. may directly manage the facility while seeking placement of a replacement blind Vendor/licensee.
13. Secondary Facility– A secondary is a vending facility bid under the standard protocol, but that is awarded as a secondary site – given there are no Vendor/licensees interested as a primary. Secondary sites are operated in addition to their primary location. (Such as a satellite). A Vendor/licensee must be under an effective operating agreement for a primary facility in order to submit a bid for another facility as a secondary location. No Vendor/licensee shall be allowed to assume more than one facility until all other eligible Vendor/licensees have had the option to assume a facility.
14. Seniority (transfer seniority)- The length of time a Vendor/licensee has been active in the BEP; (active is defined as working under an active operating agreement.) Seniority is applied as a criteria during a bidding cycle, at which time Vendor/licensees may be competing to be awarded a facility. Seniority begins accruing to a Vendor/licensee who is a probationary graduate and who has completed the training process.

B. General Standards for the Promotion of Probationary Graduates and Transfer of Blind Vendors and Active Probationary Graduates

1. In order to ensure the continuous and orderly coverage of all vending facilities, the following requirements shall be basic to the eligibility for transfer and promotion:
 - a) The Blind Vendor/licensee must have demonstrated his or her ability to successfully operate and manage a vending facility.
 - b) The Blind Vendor/licensee must have adhered to these rules and regulations and operating rules of the Vending Facilities Program during the immediate past assignment(s).

- c) The Blind Vendor/licensee must be current with any and all set aside obligations or have adhered to a payment schedule to repay any debts incurred during previous assignment(s) if applicable.
- d) The Blind Vendor/licensee must consider, explore, and be prepared to assume certain obligations which may occur as a result of accepting assignment of a facility such as: relocation of residence, transportation to and from a facility and assumption of duties and responsibilities which may or may not vary from the previous assignment(s) such as payroll expenses or managing employees, or purchasing insurance.
- e) The Blind Vendor/licensee must be prepared to accept specialized or advanced training prior to or after transfer or promotion.

C. Conditions for Transfer of Blind Vendors/licensees and Active Probationary Graduates

1. In accordance with the standards outlined in B. above, the transfer/assignment of Blind Vendors/licensees to a Vending facility shall be made on the basis of transfer seniority as well as consideration of the Vendor/licensee's status within the program – i.e. good standing. Transfer seniority is defined as the length of time that a Blind Vendor/licensee has been licensed and actually operated a vending facility located in Rhode Island pursuant to a written Agreement for Operation of a Vending Facility. Transfer seniority shall not accrue to Vendor/licensees during periods of suspension that result from performance issues. "Ties" in seniority accrual of this of those Vendors/licensees competing for a vacant facility who are otherwise equal on all other criteria may be decided by a lottery process.
2. The State Licensing Agency shall maintain a Transfer Seniority List.

Transfers will also be based on performance standards related to the Vendor/licensee's education and experience in operating a business successfully. Factors that will be considered include but are not limited to:

- a) Overall performance/evidence of good standing;
- b) Creative marketing;
- c) Appropriate use of employees;
- d) Inventory management;
- e) Quality of customer service;
- f) Willingness to learn;

- g) Ability to handle increased responsibility;
- h) Payment of all set aside and other known payables due; and
- i) Appropriate engagement with BEP staff and Host entity personnel.

D. Facility Bid/Assignment Process

1. Whenever there shall be a facility available either as a Primary, Secondary, or Satellite facility, the State Licensing Agency shall provide written notice to each active blind vendor/licensee, who is in good standing.
2. Bid Procedures:
 - a) Bid announcements for a vending facility which has become available for assignment shall be sent to all eligible blind vendor/licensees.
 - b) The bid announcement shall contain at least the following information:
 - (1) Date facility is available
 - (2) Type of facility
 - (3) Financial data for current fiscal and preceding year to include: gross annual sales, vending income, total facility proceeds, purchases and payroll
 - (4) Facility personnel: number of current or projected
 - (5) Building population
 - (6) Hours of operation
 - (7) Holidays
 - (8) Public transportation
 - (9) Miscellaneous information
 - (10) Program contact person and current manager
 - (11) Cut-off date and time for submitting application. A minimum of two weeks will be allotted for submission of applications/bids
3. Attachments to the Bid Announcement
 - a) Bid Response Form: The Vendor/licensee licensee may submit an application to bid for the available facility as primary or satellite. The final assignment classification will be based on the highest order selected.
 - b) Minimum Assignment Criteria which are specific to the facility to be assigned.
 - c) Other information as needed.

4. Withdrawal of Bid
 - a) A Vendor/licensee may withdraw their bid at any time prior to bid award.
 - b) A Vendor/licensee may only withdraw from an awarded bid with 30 days notice to the S.L.A. to allow the S.L.A. to select the next eligible bidder.

- E. Assignment/Award Criteria
 1. In order to be assigned any vending facility, the applicant must:
 - a) Meet the specific criteria established for that facility;
 - b) Meet the following general criteria:
 - (1) Satisfy all financial obligations incurred from the operation of the current facility or past facilities;
 - (2) Be in good standing with BEP;
 - (3) Receive overall passing score on recent management evaluations, have demonstrated proper business management and customer service practices, be current with all weekly financial reports, tax obligations, Vendor/licensee payments, current with set aside and not otherwise under any corrective action plans.

- F. Awarding of Primary Vending Facilities
 1. Generally : A Vendor/licensee operating a primary vending facility who bids on, is awarded and accepts a new primary facility automatically relinquishes their current primary facility.
 2. Primary Sites will be awarded according to the assignment criteria.
 3. If a Vendor/licensee who is operating a secondary is suspended from a primary location, the Operating Agreement for the Secondary may be terminated. When the Operating Agreement for the site is terminated, the facility will be subject to the normal bid process.
 4. The successful applicant may continue to run his/her current facility if there are no eligible Vendor/licensees awaiting placement. The SLA shall make every effort to reassign the current facility as soon as possible.

5. In the event that the Vendor/licensee selected refuses to accept the facility, the next senior and qualified Vendor/licensee applicant shall be assigned the facility.
- G. Awarding of Secondary vending Facilities
1. If there are no applications for a facility as a primary facility, any applications for the facility as a secondary facility will be reviewed. First priority in assignment shall be given to the most senior qualified applicant who can demonstrate the capacity to efficiently run the facility and is available to be present at the secondary site routinely.
 2. Secondary sites shall be awarded to Vendor/licensees for a minimum period of 6 months under an operating agreement for secondary sites. If at any time an unassigned qualified Vendor/licensee in the BEP is in need of assignment – secondary sites shall be surrendered .surrendered.
 3. As long as there are no unassigned Vendor/licensees awaiting placement, the Vendor/licensee who currently holds it may continue to operate it.
 4. Any Vendor/licensee currently operating a secondary location shall go to the bottom of the seniority list in terms of awarding any additional locations. Priority for award will be to the Vendor/licensee who has the fewest number of locations.
 5. If a Vendor/licensee who is operating a secondary is suspended from a primary location, the Operating Agreement for the secondary may be terminated. When the Operating Agreement is terminated, the facility will be subject to the normal bid process.
- H. Awarding of Satellite Vending Facilities
1. A satellite is a vending facility bid as a satellite and which a Vendor/licensee operates in addition to their primary location (such as a 'vending only' site). Satellites shall be awarded according to the standard bidding protocol. A Vendor/licensee must be under an effective operating agreement for a primary facility in order to submit a bid for another facility as a satellite location. No Vendor/licensee shall be allowed to assume more than one satellite until all other eligible Vendor/licensees have had the option to assume a satellite.

2. No Vendor/licensee shall operate more than one satellite while there are other interested Vendor/licensees awaiting placement for either primary or secondary locations.
 3. Vendor/licensees who operate satellite locations shall be responsible to maintain and submit separate records concerning the operation of each facility to the SLA, as well as the payment of the set aside fee payment by separate checks.
 4. If a Vendor/licensee who is operating a satellite is suspended from a primary or secondary location, the Operating Agreement for the Satellite may be terminated. When the Operating Agreement for the satellite is terminated, the facility will be subject to the normal bid process.
- I. Available Facilities Receiving No Applications
1. If, after the bid process has been exhausted, no Vendor/licensee has bid to operate a facility as a primary or secondary or satellite, it may be closed or operated at the discretion of the SLA.
 2. If after a secondary bid process yields no interested Vendor/licensees, and there is no reasonable belief that new Vendor/licensees will be entering BEP, then the SLA in consultation with the RISCOBV may elect to surrender the location.
- J. Facility Surrender or Relinquishment/Reassignment
1. All Vendor/licensees operating a facility under an operating agreement - whether primary, secondary, or satellite must operate said facility for a minimum of 30 days.
 2. All Vendor/licensees wishing to surrender a facility must provide 30 days notice to the SLA.
 3. Exceptions shall be made at the discretion of the SLA for extenuating circumstances such as documented medical emergencies, substantial changes impacting the building population such that documented business proceeds are significantly reduced.

4. All conditions for surrender seeking exception to the 30-day rule require documentation.

V. PROCEDURES: CORRECTIVE ACTION PLAN (CAP) AND SUSPENSION

If it is determined by the S.L.A. that re-training or other intervention is necessary due to a vendor's performance problem, a Corrective Action Plan (CAP) may be completed.

- A. Corrective Action Plan means a written plan developed with the cooperation of the vendor identifying the problems leading to the determination that retraining or other intervention, is necessary and contains the necessary actions/activities to address and resolve the identified issues/deficits. A CAP is established for a reasonable time period and must contain a start and completion date, unless the matter is deemed ongoing (for example – failure to maintain hours or adhere to proper sanitation practices – the expectation is that the correction will be “ongoing” and not limited to a period of time).

Suspension means a temporary discontinuation (usually thirty (30) calendar days) of the Operating Agreement resulting in the vendor's relinquishing control of the vending facility and leaving and/or remaining away/absent from the facility (or off-site) for the period of suspension. The Operating Agreement will be reinstated when the reason for the suspension has been remedied. If the reason(s) for suspension cannot be remedied, the operating agreement will be revoked, after a full evidentiary hearing.

- B. Performance problems resulting in the determination that re-training or other intervention is necessary and development of a Corrective Action Plan include, but are not limited to:
 1. Incidence of unprofessional behavior, e.g., use of profanity or loud, abusive language or behavior, poor customer service, inappropriate dress; and/or
 2. Cleanliness problems, inappropriate hygiene, failure to adhere to safe food handling requirements; and/or
 3. Bookkeeping issues, such as failure to file weekly reports to the S.L.A. in a timely manner, non-payment of set-aside, failure to obtain current worker's compensation insurance for employees, failure to make required tax deposits and payments, failure to file required local, state or federal tax forms; and/or

4. General management issues including inappropriate use of labor, low inventory levels, failure to use cash register, improper recording of receipts, inappropriate use of the telephone, cable, or lottery equipment, and other problems related to operating the facility in a business-like manner; and/or
 5. Failure to adhere to operating hours; and/or
 6. Failure to comply with local, state, and federal laws; and/or
 7. Personal issues, e.g., substance abuse, excessive tardiness, and excessive absences as determined by the S.L.A.; and/or
 8. Failure to pass the Semi-Annual Review.
- C. Determination of Need for Intervention and/or Corrective Action Plan
1. The S.L.A. may become aware of performance problems through the results of the semi-annual reviews, regular supervisory visits, building managers, Department of Health inspections, or any other valid source of information. Verbal reports will be accepted but written reports of misconduct are preferred and will be requested of the complainant(s).
 2. Upon S.L.A.'s notification of a performance problem, BEP Administrator will meet with the reporting party (ies)(if applicable and/or possible) and the vendor/licensee to discuss and determine the validity and seriousness of the complaint and, if valid, determine if a Corrective Action Plan should be developed and implemented to correct the problem(s).
- D. A Corrective Action Plan is developed with the cooperation of the vendor and identifies the problems leading to the determination that re-training or other intervention is necessary, and contains the actions/activities required to address and resolve the identified issues/deficits.
1. The developed CAP is reviewed with the Vendor/licensee and signed by both the Vendor/licensee and BEP Administrator. Accessible copies are provided to both parties.
 2. The vendor/licensee must show a good faith effort in cooperating and participating in the activities outlined in the CAP until the end date stated in the CAP.

E. Non-cooperation with Corrective Action Plan (CAP)

Any vendor/licensee who does not participate in the development and implementation of a Corrective Action Plan (CAP) will cause her/his Operating Agreement to be suspended. Moreover, if the S.L.A. determines that the vendor/licensee is not making a good faith effort to participate in the CAP, or upon conclusion of the CAP end date, if no real remedy to the original problem(s) is exhibited, the vendor/licensee will be subject to suspension as described below.

1. Such suspension shall result in the vendor's relinquishing control of the vending facility and leaving and/or remaining away/absent from the facility for the period of suspension.
 - a) The vendor/licensee is deemed to be "not in good standing", and therefore ineligible to bid on any other facility (see IV., C. above) until the problems/deficits are resolved through a CAP.
 - b) The vendor/licensee's license to operate a vending facility may be (either suspended or) terminated due to non-cooperation.
2. Recurrent performance problem(s) identified in a CAP which a Vendor/licensee fails to substantially correct may be cause for termination.

F. Suspension Process

Suspension means a temporary discontinuation of the Operating Agreement resulting in the vendor/licensee's relinquishing control of the vending facility and leaving and/or remaining away/absent from the facility for the period of suspension. The Operating Agreement will be restored when the reason for the suspension has been remedied. If the reason(s) for suspension cannot be remedied, the operating agreement may be revoked, after a full evidentiary hearing.

1. Immediate suspension: Grounds for immediate suspension of a license shall exist when any activity, policy or conduct of a Blind Vendor presents a serious or imminent hazard to the health, safety, civil rights, and well-being of the public.
2. Suspension for cause: A vendor/licensee is subject to suspension for the following reasons, including, but not limited to:
 - a) The Blind Vendor/licensee is in violation of the regulations and/or laws of a governmental agency; or

- b) The Blind Vendor/licensee demonstrates total unfitness or inability to operate a business enterprise in compliance with any of the requirements of these regulations and any applicable Federal and State law, including:
 - (1) Willfully defrauding a private vendor or any agency of government of any taxes or other money due;
 - (2) Jeopardizing the S.L.A.'s permit for the facility as a result of building management complaint and request for removal; or
 - c) Abandonment of the business enterprise; or
 - d) Indictment for or conviction of, a crime.
3. The Blind Vendor/licensee shall be notified of the reason(s) for any suspension in writing on the effective day of the suspension, if not earlier. The suspension becomes effective on the date and at the time specified in said notice. The notice must offer the operator an opportunity to show compliance with all lawful requirements for retaining her or his license. In addition, the vendor/licensee has appeal rights as outlined in Section 115.12 of this Manual. The vendor/licensee is entitled to all grievance procedures afforded by state and federal law, including an Administrative Hearing.
- G. Any operating agreement issued to a vendor/licensee may also be suspended for the following reason(s):
- 1. Extended absence due to vacation or illness resulting in prolonged incapacity or inability of the vendor/licensee to operate a vending facility in a manner consistent with the needs of the location, rules and regulations of the program, and/or be accountable to the S.L.A. for the operation of the business enterprise.
 - a) Any agreement that is suspended for twelve (12) calendar months shall cease, and the S.L.A. may terminate the agreement. The Blind Vendor/licensee may then be placed on an inactive vendor/licensee list according to seniority.

VI. PROCEDURES: TERMINATION OF LICENSES

- A. Any license given to an individual Blind Vendor/licensee for the operation of a vending facility on Federal or other property shall be terminated for any of the following reasons:

1. No longer eligible under the criteria in III., A. and III., E., for example, improvement of vision so that the vendor no longer meets the definition of blindness.
 2. Withdrawal by the vendor/licensee from the program with or without (i.e. abandonment) his or her written notification to the S.L.A.
- B. All licenses shall be issued for an indefinite period of time but are subject to termination if, after affording the Blind Vendor/licensee an opportunity for a full evidentiary hearing, the S.L.A. finds that the vending facility to which that Blind Vendor/licensee is assigned is not being operated in accordance with the rules and regulations set forth herein, the terms and conditions of the permit, or the terms and conditions of the written agreement between the S.L.A. and the Blind Vendor/licensee.

VII. LEAVE OF ABSENCE

- A. Vendor/licensees are expected to assure continuous operation of a facility during normal business hours. In the event a vendor/licensee must be absent from a facility for any period of time, in particular extended absences due to illness, vacation, or other extended leave, the following applies:
1. When a Blind Vendor/licensee Probationary Graduate in good standing wishes a short-term leave of absence for any reason, he/she shall request such leave at least two (2) weeks prior to the beginning of the time period. The Vendor/licensee is responsible for finding and paying the replacement employee. The Blind Vendor/licensee Probationary Graduate must adhere to all rules pertaining to the use of labor and provide the S.L.A. the name, contact information, and BCI report for the individual who will operate the facility during his/her absence if not previously vetted by the S.L.A. Further, those whose facilities engage in the preparation and sale of food, shall assure all replacement individuals have taken the approved food safety course, preferred to hold a food safety managers license. All rules of the BEP and those pertinent to the facility operation and responsibility to the S.L.A. apply.
 2. Any absence for a period of 3 calendar months shall cause suspension of the operating agreement.

3. Any agreement that remains suspended for 12 months shall be terminated according to V.G.1.a.

VIII. VENDING FACILITIES STANDARDS

A. Definitions

1. "Blind person" means a person who is legally blind as defined in III., A., 1., above.
2. "Licensed vendor/licensee" means a blind person who has received a license from the Services for the Blind and Visually Impaired which entitles the person to operate a vending facility, receive the profits therefrom, and take responsibility for the continuous maintenance of the facility to which s/he is assigned. The license which an operator receives shall be issued pursuant to the rules and regulations of the Business Enterprises Program.
3. "State property" means any building, land, or other real property owned, leased, or occupied by any department, agency, or instrumentality wholly owned by the State, unless, with respect to any building, land, or other real property leased or rented by the State, the lease or rental agreement shall prohibit the establishment of such vending facilities.
4. "Vending facility" includes but is not limited to cafeterias, snack bars, cart service, shelters, counters, and such other appropriate auxiliary equipment necessary for the sale of newspapers, periodicals, tobacco products, foods, beverages, and other articles or services dispensed manually and prepared on or off the premises in accordance with all applicable health laws, as determined by ORS/SBVI, and including the vending or exchange of chances for any lottery which may be located on public or private property.
5. "Automatic vending machine" means any machine which automatically dispenses for money, goods, such as, but not limited to, soda, cigarettes, newspapers, food, videotapes, coffee, etc.
6. "Acceptable vending company" means a company who provides automatic vending machine services and who agrees to send to the ORS/SBVI proceeds from the operation of any automatic vending machine on State property as

determined and agreed upon pursuant to a contract awarded by the Division of Purchases.

7. "Proceeds" means the vending machine income generated from the operation from an automatic vending machine on State property.
- B. Vending facilities other than automatic vending machines.
1. Vending facilities other than automatic vending machines may be located on public or private property and shall be operated by a licensed blind vendor pursuant to the rules and regulations of the ORS/SBVI Business Enterprises Program.
 2. Whenever feasible, one or more vending facilities should be established on all State property. Every State department, agency, or instrumentality shall explore the possibility of locating a vending facility on State property under its control.
 3. Whenever any department, agency, or instrumentality of the state shall undertake to acquire by ownership, rent, lease, or to otherwise occupy, in whole or in part, any building, such department, agency, or instrumentality shall make all reasonable attempts to assure that such building includes a satisfactory site(s) for the location and operation of a vending facility by a blind person pursuant to the rules and regulations of the Business Enterprises Program. Each department, agency, or instrumentality is encouraged to provide timely notice to DHS that the acquisition, construction, or renovation is planned in order to permit appropriate planning, selection of the site(s) by the RI ORS/SBVI.
 4. Whenever any department, agency, or instrumentality of the state with an existing vending facility shall undertake to acquire by ownership, rent, lease, or to otherwise occupy, in whole or in part, any building, such department, agency, or instrumentality shall make all reasonable attempts to assure that such building includes a satisfactory site(s) for the location and operation of a vending facility pursuant to the rules and regulations of the Business Enterprises Program. The cost of relocating and constructing the vending facility at the new site is determined on a case by case basis by the S.L.A.
 - a) A satisfactory site is defined as a site with a high traffic area with a sufficient customer base to support the facility in accordance with 34 CFR 395.31.

- b) When a decision is made to relocate or acquire a new location, the State department or agency shall, within ten (10) days, notify the Administrator of the Office of Rehabilitation Services/Services for the Blind and Visually Impaired in writing.
- c) Upon receipt of written notification, ORS/SBVI will determine, with the cooperation of the reporting department and appropriate advice and participation by the RISCOBV, the feasibility of locating a vending facility on the site.
- d) Accessibility, available space, anticipated volume, available funding, and other relevant factors as determined by the State Licensing Agency (S.L.A.) will be taken into account. After considering the position of the state agency or department, the RI State Committee of Blind Vendors, and all other relevant factors, the S.L.A. shall make the final decision to locate or not to locate a vending facility on the proposed site. A copy of the written decision shall be mailed to the Director of Administration, or the state agency or department being considered, and the RI State Committee of Blind Vendors/licensees.
- e) If any department or agency believes that placement or location of a vending facility on the proposed site would adversely affect the interests of the State, a written report justifying and explaining the nature of the adverse effects shall be forwarded to the Director of Administration. The justification shall be provided to the said Director of Administration within ten (10) business days of receipt of the S.L.A. decision to locate or not to locate a vending facility on the proposed site. Copies of the justification shall be provided within the same time frame to the S.L.A. and the RI State Committee of Blind Vendors.
- f) The Director of Administration shall determine within thirty (30) days of receipt of the justification if the location or placement will adversely affect the interests of the State. This determination will be put in writing, provided immediately to the S.L.A., and will be binding upon all departments, agencies, or instrumentalities of the State affected by the decision.
- g) Copies of the all notifications and decisions made pursuant to this section shall be provided to the RI State Committee of Blind Vendors by the S.L.A. for advice as appropriate.

C. Automatic Vending Machines

1. In accordance with the rules and regulations of the Business Enterprises Program, vending machine income obtained from the operation of all automatic vending machines on state property shall accrue to:
 - a) The Licensed Operator operating the vending facility, and
 - b) In the event that there is no Licensed Operator operating a vending facility on the property, to the S.L.A. for use in the support of the administration of the Business Enterprises Program.

2. All departments, agencies, or instrumentalities of the state, unless exempt, are required to forward the proceeds of automatic vending machines to Services for the Blind and Visually Impaired. In the event that, after reasonable notice, a department, agency, or instrumentality of the State does not forward the proceeds, the S.L.A. shall notify, in writing, the Director of Administration. The Director of Administration shall instruct the state department, agency, or instrumentality to forward said proceeds immediately to SBVI.

3. Identification of automatic vending machines on existing state property.
 - a) The Bureau of Audits shall include in each audit conducted an identification of the location of all vending machines on state property and ascertain where, if anywhere, the proceeds from said automatic vending machines are being sent.
 - b) Upon completion of the audit, the Bureau of Audits shall forward a copy of all sections of the auditor's report that pertain to vending machines to the Department of Administration and to the Director of the Department of Human Services.
 - (1) The failure to forward automatic vending machine proceeds to the S.L.A. shall be identified in the auditor's report as being out of compliance with state law and the report shall direct that action be taken to correct the deficiency.

4. Installation of vending machines on state property
 - a) Before the installation of any automatic vending machine on state property, all state departments, unless exempt, must submit a request for the installation of a vending machine to the Department of Administration, Office of Purchases. The request must be in writing and clearly indicate the type of vending machine the department or agency desires.

- b) The Office of Purchases, on receipt of a request, will ask for bids from acceptable vending companies. DHS ORS/SBVI shall assist the Office of Purchases in developing the terms of the proposal requesting bids.
 - c) A contract will be awarded to the bidder who offers the state the highest profit. The contract shall require the successful bidder to forward the vending machine proceeds to the S.L.A. for deposit in a restricted receipt account. The proceeds shall be forwarded no less than quarterly.
5. Location
- a) Whenever any department, agency, or instrumentality of the state shall undertake to acquire by ownership, rent, lease, or to otherwise occupy, in whole or in part, any building, such department, agency, or instrumentality shall make all reasonable attempts to assure that such building includes a site or sites for the location and operation of automatic vending machines.
6. Exemptions
- a) Any department, agency, or instrumentality that believes that the income from an automatic vending machine should also be exempt shall set forth, in writing, how the interests of the state would be adversely affected. They shall justify fully why said vending machine should be exempt. The justification shall be provided to the Director of Administration within ten (10) days of its identification or the state agency's decision to locate an automatic vending machine on either existing state property or newly acquired state property. Copies of the justification shall, within the same time frame, be provided to the S.L.A. and the RISCOBV. The Director of Administration shall, within thirty (30) days of receipt determine if an exemption should be granted. The decision shall be binding once it is filed with the S.L.A. and all exemptions presently in effect will expire on September 30, 1997. Beginning October 1, 1997, all exemptions issued will be reviewed on an annual basis at the end of each fiscal year. Funds will revert to the S.L.A. if:
 - (1) Accurate accounting of the use of such funds is not provided to the Department of Administration and the S.L.A. on an annual basis; or

- (2) If justification for using the funds received does not cover the full amount of such funds; or
- (3) If no annual justification for an exemption is received.

IX. VENDING FACILITY EQUIPMENT AND INITIAL STOCK

- A. The S.L.A. is responsible for furnishing each vending facility with adequate initial stocks of merchandise, suitable equipment, and petty cash if necessary for the establishment and operation of such facility.
- B. The right, title to, and interest in the equipment, stock, and petty cash of each vending facility will be vested in the S.L.A. in accordance with the laws of the State of Rhode Island, and, the S.L.A., as the duly authorized agency to administer the Vending Facilities Program, shall safeguard all such equipment, stock, and petty cash, using same for program purposes only.
- C. Expenditures for the purchase of vending facility equipment and initial stock, petty cash, and expenditures for major repairs to vending facility equipment, shall be made in accordance with purchasing and disbursement procedures of the State of Rhode Island.
 - 1. S.L.A. officials, in conjunction with the RI State Committee of Blind Vendor/licensees (RISCOBV), in conjunction with officials of the Department of Administration/Office of Purchases to confer on an as needed basis for purposes of deciding the following:
 - a) A method(s) for the expedient acquisition of new and replacement equipment and initial stock.
 - b) A method(s) for procurement of certain stock and inventory on a bulk-purchasing basis or utilizing any other purchasing procedure which is suitable and economically advantageous to a majority of vendors.
 - c) Recommendations to establish appropriate expenditure accounts, namely, checking or Imprest Cash Accounts, to expedite the purchase of small equipment, stock and inventory, as well as for the continuous operation of facilities under S.L.A. control in the absence of and/or for the training and placement of Vendor/licensees.
- D. Disposition of Equipment, Merchandise, and Petty Cash

1. Upon termination of a vending facility assignment by a vendor, the Blind Vendor shall be permitted to engage in an inventory of all equipment, merchandise, and petty cash, but the S.L.A. shall be responsible to take the inventory as soon as practicable following such termination. The S.L.A. shall, within a reasonable period of time, submit a Profit and Loss Statement to the vendor or his or her heirs, and either pay any remaining profits to him, her or them, or, make demand upon him, her, or them in the event of debt(s) outstanding at such facility.
 2. All equipment and merchandise shall remain at the subject vending facility, excepting perishables and petty cash, until the final inventory is completed.
 3. The petty cash will be returned to the S.L.A. upon termination of assignment and added to the value of final inventory.
 4. Equipment and stock shall be appraised at current fair market value, then sold for such value, or retained for the continued operation of that facility by another vendor, or stored for future use.
 5. Proceeds from the sale of any and all equipment and merchandise, shall be deposited in and credited to the accounts from which they were drawn and apportioned in accordance with the matching ratio in effect at the time of their purchase.
- E. All equipment and permanent stock as purchased by the S.L.A. will be labeled according to fixed asset tracking rules.
1. A complete inventory of all such goods shall be maintained by the S.L.A..
 2. Equipment and permanent stock which is not the property of the State of Rhode Island may be inventoried at the discretion of the S.L.A. for the purpose of determining worth/value in the event of unexpected loss, i.e., theft, fire, etc.

X. MAINTENANCE AND REPLACEMENT OF EQUIPMENT

- A. The S.L.A. shall maintain, or cause to be maintained, all vending facility equipment in good repair and in attractive condition, and the S.L.A. shall replace or cause to be replaced, worn out, or obsolete equipment as required to assure the continued successful operation of the facility.

- B. If there is equipment present at any vending facility the full title of which is not vested in the S.L.A., the latter hereby declares no responsibility or obligation for its maintenance, repair, and replacement.
- C. Vending facility equipment in need of repair or replacement shall be reported to the S.L.A. without delay. Subsequent to such report, the S.L.A. will determine the costs of repair/replacement. These costs must be verified by written documentation from an appropriate licensed repair person.
- D. Each vendor shall take reasonable care of the equipment assigned to his or her facility, and perform routine, day-to-day cleaning and maintenance procedures.

XI. SETTING ASIDE OF FUNDS

- A. The S.L.A. will set aside, or cause to be set aside, the net proceeds of the operation of all vending facilities under the program and vending machine income, a sum of money which will be based upon a fixed percentage, which shall apply equally to each vending facility without regard to any vending facility or vending machine.
 - 1. The method by which the S.L.A. shall cause funds to be set aside from the net proceeds of all vending facilities and locations is as follows:
 - a) Set aside rate
The set aside rate will be considered on an as needed basis depending on the program's projected expenses as determined by the S.L.A. and RISCOBV Executive Board
 - b) Vendor/licensees shall remit to the S.L.A. the set aside fee assessed of their facility net proceeds, at least once annually, at the conclusion of the Federal Fiscal Cycle consistent with the reporting period set forth in 34 CFR 395 – RSA-15 – Report of Vending Facilities Program.
 - c) The S.L.A. shall prepare and submit to the Vendor/licensee a compiled profit and loss summary based on sales reports submitted by the Vendor/licensee which identifies the individual set aside obligation.
- B. The S.L.A. with the active participation of the State Committee of Blind Vendors/licensees shall provide for the establishment of a set aside schedule covering each of the purposes for which set aside funds are to be used. Moreover, the S.L.A. shall provide for establishment of the method of determining the charge for each of the intended purposes, as outlined below.

1. The charges to be applied for purposes of providing maintenance and replacement of equipment, the purchase of new equipment, and management services shall be based upon the level of such charges made in the fiscal year prior to the year in which such charges are applied, or at the rate of thirty percent (30%), plus a reasonable increase for all such purposes as is necessary to the growth of the vending facilities program.
2. The charge for assuring a fair minimum return to vendors shall be applied at the rate of thirty percent (30%) of the total of all funds set aside in any fiscal year, and the amount and method of disbursement of such minimum return shall be in the form of an annual reimbursement equal to the State Minimum Wage Scale multiplied by the average number of hours during which the vendor is normally employed. In no instance shall the reimbursement for guaranteed fair minimum return be calculated at less than the Federal fair minimum wage. Holidays and the cost of substitute labor will be deducted from payments for guaranteed fair minimum wage. At locations where there has been no significant change in building populations and the facility was previously operated at or above the minimum wage, no guaranteed fair minimum wage will be paid. If the building population declines and a guaranteed fair minimum payment is required, an annual determination will be made as to whether to close the facility or keep it open for another year by the S.L.A. and RISCOBV Executive Board. (See 1. above.)
3. Participating vendors/licensees must forward payments for health insurance and dental insurance to the S.L.A. on a monthly basis by the twentieth (20th) of each month. The S.L.A. will continue to be responsible for administering such health and dental plans. Private plans may also be retained by vendors/licensees within the program.
4. Retirement or pension plans will be provided directly by each operator at his or her own election. The S.L.A. does not provide retirement or pension plans.
5. Set Aside Schedule

Funds will be set aside only for the purposes of:

- a) Maintenance and replacement of equipment;
- b) Purchase of new equipment;
- c) Management services;

- d) Assuring a fair minimum return to vendors; and
 - e) The establishment and maintenance of retirement or pension funds, health insurance contributions, and provisions for paid sick leave and vacation time as it is so determined by a majority vote of blind vendors licensed by the S.L.A., after such agency provides to each such vendor information on all matters relevant to such proposed purposes.
- C. The S.L.A. shall provide for the maintenance of adequate records to support the reasonableness of the charge for each purpose, and the S.L.A. shall submit any change in the set aside schedule to the Commissioner of Rehabilitation Services Administration (RSA) for approval prior to such change being put into effect.

XII. DISTRIBUTION AND USE OF INCOME VENDING MACHINES ON 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 the vending machine income sharing provisions in 34 CFR 395.8 shall accrue to each blind vendor/licensees operating a vending facility on such Federal property 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/licensee in any amount exceeding the average net income of the total number of blind vendor/licensees in the United States.
- B. No blind vendor/licensee shall receive less vending machine income than 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 ceiling.
- C. No limitation shall be imposed on income vending machines, combined to create a vending facility, when such facility is maintained, serviced, or operated by a blind vendor/licensee.
- D. The S.L.A. will retain vending machine income disbursed by the property managing department, agency or instrumentality of the United States in excess of the amounts eligible to accrue to blind vendors. The S.L.A. will also retain all income covered in Part

XI until a vote of the RISOBV is taken to distribute such income. The remaining retained funds, if any, shall be used as outlined in XII., F., below.

- E. The S.L.A. will disburse such vending machine income to blind vendor/licensees on at least a quarterly basis.
- F. Any vending machine income not necessary for such purposes shall be used for one or more of the following:
 - 1. Maintenance and replacement of equipment; purchase of new equipment; management services, and assuring a fair minimum return to vendors.
 - 2. Any assessment charged to blind vendor/licensees shall be reduced pro-rata in an amount equal to the total of such remaining vending machine income.

XIII. OPERATING AGREEMENTS BETWEEN STATE LICENSING AGENCY AND BLIND VENDOR/LICENSEE, AND, BETWEEN STATE LICENSING AGENCY AND BLIND VENDOR/LICENSEE/BLIND OPERATORS

- A. The S.L.A. hereby adopts, with modifications and additions made by it and the State Committee of Blind Vendors, that guide-line entitled, Agreement For Operation of a Vending Facility Under Randolph-Sheppard Act Between the State Licensing Agency and _____, a Licensed Blind Vendor/licensee, as transmitted by RSA-PI-78-14.
- B. The S.L.A. hereby adopts in their entirety, the Instructions and Permit Form as transmitted by RSA-PI-78-9 and entitled, Instructions for the Application..., and, Application and Permit for The Establishment of a Vending Facility on Federal Property..., respectively, and such procedures shall apply to the establishment of all facilities by the S.L.A..

XIV. ELECTION, ORGANIZATION, AND FUNCTIONS OF STATE COMMITTEE OF BLIND VENDORS

- A. The S.L.A. shall provide for the biennial election of a State Committee of Blind Vendors, the functions of which are:

1. Actively participate with the State licensing agency in major administrative decisions and policy and program development decisions affecting the overall administration of the State's vending facility program;
 2. Receive and transmit to the State licensing agency grievances at the request of blind vendors and serve as advocates for such vendors in connection with such grievances;
 3. Actively participate with the State licensing agency in the development and administration of a State system for the transfer and promotion of blind vendors/licensees;
 4. Actively participate with the State licensing agency in the development of training and re-training programs for blind vendors; /licensees and
 5. Sponsor, with the assistance of the State licensing agency, meetings and instructional conferences for blind vendors/licensees within the State.
- B. The S.L.A., in order to assure opportunity for effective and constructive active participation by the Committee, shall provide for a communications procedure under which the Committee is provided notice of matters within its purview that are being considered for decision, and under which appropriate sub-committees or individual members will receive notices of and invitations to attend important discussion and decision-making meetings in areas of the sub-committee's interest. In addition, the committee, in its role of active participant in decision making and administration consistent with 34 CFR 395.3, 395.14 and 395.7(c), shall have the opportunity to initiate matters for consideration by it and the S.L.A., and make meaningful contributions to the State's vending facilities program with its views and positions taken into careful and serious account by the S.L.A.. The S.L.A. has the ultimate responsibility for the administration of the State vending facilities program and if the agency does not adopt the views and positions of the State Committee of Blind Vendors, it will notify the committee in writing of the decision reached or the action taken and the reasons for the decision/action taken.

XV. ADMINISTRATIVE REVIEW, EVIDENTIARY HEARINGS AND ARBITRATION OF VENDOR COMPLAINTS

- A. The S.L.A. hereby adopts, with certain modifications, and incorporates herein, the procedures set forth in RSA-PI-77-27 entitled, Procedures for Administrative Review and a Full Evidentiary Hearing Under the Randolph-Sheppard Act.
- B. The S.L.A. hereby incorporates the policies and procedures, as set forth in their entirety in RSA-PI-78-17, entitled Revised Interim Policies and Procedures for Convening and Conducting an Arbitration Pursuant to Sections 5(b) and 6 of the Randolph-Sheppard Act as Amended.

XVI. ACCESS TO PROGRAM AND FINANCIAL INFORMATION

- A. The S.L.A. shall, upon request, within a reasonable period of time, provide to each blind vendor/licensee access to all program and financial data of the S.L.A. relevant to the operation of the vending facility program.
 - 1. Insofar as practicable, such data shall be made available in Braille, large print, electronic format, and/or on recorded tape, upon request.
 - 2. At the request of the vendor/licensee, the S.L.A. will arrange a time convenient to both parties during normal work hours to assist in the interpretation of such data.

XVII. EXPLANATION OF RIGHTS AND RESPONSIBILITIES OF AND TO VENDORS/LICENSEES

- A. The S.L.A. shall furnish to each vendor//licensee copies of documents relevant to the operation of an assigned vending facility including the following:
 - 1. The Agreement for Operation and Vending Facility Permit covering the operation of an assigned facility.
 - 2. A copy of these Program Rules and Regulations.

VENDING FACILITY APPLICATION AND PERMIT

APPLICATION AND PERMIT FOR THE ESTABLISHMENT OF A VENDING FACILITY ON FEDERAL, STATE, OR PRIVATE PROPERTY AS AUTHORIZED BY 20 U.S.C. SECTION 107 ET SEQ., 34 CFR 395 ET SEQ., THE FEDERAL RANDOLPH-SHEPPARD ACT, AND RHODE ISLAND GENERAL LAWS, TITLE 40, CHAPTER 9 ET. SEQ, AND THE OFFICE OF REHABILITATION SERVICES (“ORS”) POLICY AND PROCEDURES MANUAL.

The Services for the Blind and Visually Impaired of the State of Rhode Island requests approval of the _____, State Agency to place a vending facility #_____ on the property located at: _____.

SATISFACTORY SITE: It has been determined that this location meets the criteria of a satisfactory site as defined in 34 CFR 395.1 (q) revised July 1, 1993 and the ORS Policy and Procedures Manual (Any exceptions to this definition are to be noted in Attachment A).

TYPE, LOCATION AND SIZE OF FACILITY: Type of facility: _____ Facility location on the _____. Facility size _____, Attachment B. The types of articles to be sold and services to be offered are enumerated in Attachment C. The fixtures and equipment for this facility, including the responsibility for the provision thereof, are set forth in Attachment D. The location, type and number of vending machines, which constitute all, or a part of this facility are noted in Attachment E. The facility will operate _____ days a week from _____ to _____, commencing on _____.

This permit shall be issued for the time period contained in Attachment G. The type and location of each vending machine located on this property and the specific income sharing provisions in 34 CFR 395-32 revised July 1, 1993 or the ORS Policy Manual applicable to each such machine will be indicated in Attachment F. Vending machines located within the _____ will be the sole responsibility of the Vendor on site with income accruing to the same.

OTHER TERMS AND CONDITIONS: Any specific and additional terms and conditions applicable to this location are included in Attachment G. This permit is subject to suspension or termination on the basis of non-compliance by either party with any of the agreed upon terms and conditions of the permit. By mutual agreement, the State Licensing Agency and the Property Agency/Owner may terminate the permit after providing notice of intended termination, including reason therefore and supporting documentation to the other party. Both parties shall comply with all regulations issued in Title VI or

the Civil Rights Act of 1964 and the Rhode Island Services for the Blind and Visually Impaired and the Department of Human Services Non-discrimination Notice (Attachment H). Reason for denial of the application shall be set forth in writing to the State Licensing Agency.

Approving On-Site Property Official

Approving State Licensing Agency Official

Title

Title:

Date

Date

STATE OF RHODE ISLAND
SERVICES FOR THE BLIND AND VISUALLY IMPAIRED

VENDING FACILITY APPLICATION AND PERMIT

VF # _____ – _____

ATTACHMENT A

EXCEPTIONS

STATE OF RHODE ISLAND
SERVICES FOR THE BLIND AND VISUALLY IMPAIRED

VENDING FACILITY APPLICATION AND PERMIT

VF # _____ - _____

ATTACHMENT B

FLOOR PLAN AND/OR DESCRIPTION

STATE OF RHODE ISLAND
SERVICES FOR THE BLIND AND VISUALLY IMPAIRED

VENDING FACILITY APPLICATION AND PERMIT

VF # _____ - _____

ATTACHMENT C

ARTICLES SOLD AND SERVICES OFFERED

STATE OF RHODE ISLAND
SERVICES FOR THE BLIND AND VISUALLY IMPAIRED

VENDING FACILITY APPLICATION AND PERMIT
VF # _____ - _____

ATTACHMENT D

FIXTURES AND EQUIPMENT

STATE OF RHODE ISLAND
SERVICES FOR THE BLIND AND VISUALLY IMPAIRED

VENDING FACILITY APPLICATION AND PERMIT

VF # _____ - _____

ATTACHMENT E

LOCATION, TYPE AND NUMBER OF VENDING MACHINES

STATE OF RHODE ISLAND
SERVICES FOR THE BLIND AND VISUALLY IMPAIRED

VENDING FACILITY APPLICATION AND PERMIT

VF # _____ - _____

ATTACHMENT F

PROVISIONS ASSOCIATED WITH VENDING MACHINES

STATE OF RHODE ISLAND
SERVICES FOR THE BLIND AND VISUALLY IMPAIRED

VENDING FACILITY APPLICATION AND PERMIT

VF # _____ - _____

ATTACHMENT G

SITE SPECIFIC TERMS AND CONDITIONS

STATE OF RHODE ISLAND
SERVICES FOR THE BLIND AND VISUALLY IMPAIRED

VENDING FACILITY APPLICATION AND PERMIT
VF # _____ - _____

ATTACHMENT H

DEPARTMENT OF HUMAN SERVICES
NON-DISCRIMINATION NOTICE

In accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), the US Department of Health and Human Services implementing regulations (45 C.F.R. Parts 80 and 84) and the US Department of Education implementing regulations (34 C.F.R. parts 104 and 106), the Rhode Island Services for the Blind and Visually Impaired (RISBVI), Department of Human Services (DH), does not discriminate on the basis of race, color, national origin, handicap or sex in acceptance for or provision of services, employment or treatment, in its educational and other programs and activities. Under other provisions of applicable law, RISBVI does not discriminate on the basis of age, creed or political belief.

For further information about these laws, regulations, and RISBVI's grievance procedures for resolution of complaints of discrimination, contact DHS at 600 New London Avenue, Cranston, Rhode Island 02920, telephone number (401) 462-2130. The Community Relations Liaison Officer is the coordinator for implementation of Title VI; and the Vocational Rehabilitation Placement Supervisor is the coordinator for implementation of Title IX and Section 504. The Director of DHS or designee has the overall responsibility for RISBVI's civil rights compliance.

Inquiries concerning the application of Title IX and 34 C.F.R. Part 106 to RISBVI may also be made directly to the Assistant Secretary for Civil Rights, US Department of Education, Washington, DC 20202 or the Office of Civil Rights, US Department of Education, Region I, Boston, Massachusetts, 02109.