

GEORGIA VOCATIONAL REHABILITATION AGENCY  
BUSINESS ENTERPRISE PROGRAM

POLICY AND PROCEDURES

Latest Revisions Effective July 24, 2013

**GEORGIA VOCATIONAL REHABILITATION AGENCY  
BUSINESS ENTERPRISE PROGRAM  
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## **I. TYPES OF CORRECTIVE ACTION**

### **A. NONCOMPLIANCE**

There are several types of action which are permissible under the rules and regulations for noncompliance:

Letter of Concern  
Notice of Noncompliance  
Suspension of Agreement of Operation  
Change of Vendor Responsibilities  
Cancellation of Agreement of Operation  
Termination of License

#### **(1) LETTER OF CONCERN**

##### **Policy:**

A Letter of Concern shall be issued to a Licensed Blind Vendor (vendor) to indicate that he/she is not in compliance with some portion of the Rules and Regulations, Agreement of Operation, or other document which pertains to the management of the vending facility. All Letters of Concern shall be in writing.

##### **Procedure:**

The State Licensing Agency (SLA) shall issue a Letter of Concern as a form of corrective action, advising a vendor of areas in which he/she is out of compliance with program rules, regulations, policy or procedures.

- a. The Letter of Concern shall include, at a minimum, the following:
  1. The violation or infraction stated clearly and concisely.
  2. The appropriate policy/procedure, rule, regulation, or other document which supports the fact that a violation has occurred.
  3. Evidence of the violation (i.e. direct observation by the BEP Counselor, written complaint from a vending facility customer, etc.).
  4. The impending disciplinary action, sanctions, consequences, as supported by the Rules and Regulations, Policy and Procedures.
  5. The requirement of a Corrective Action Plan which shall include:
    - the time frame to correct the infraction;
    - steps necessary for the vendor to correct the infraction;
    - whether training will be provided, and if so, information on how training will be provided;
    - follow-up date to determine whether the Corrective Action Plan has been completed.
  6. The consequences if the Corrective Action Plan is not adhered to.
  7. The appeal process.

- b. The Licensed Blind Vendor shall acknowledge receipt of the Letter of Concern by completing a Vendor Acknowledgement Form (Form #BEP-VAF-01). The BEP Counselor shall enclose a Vendor Acknowledgement Form with the Letter of Concern.

**(2) NOTICE OF NONCOMPLIANCE**

This action is a written notice to the vendor that he/she is not in compliance with some portion of the Rules and Regulations, Agreement of Operation or other document which pertains to the management of the vending facility. This notice may be used to help a vendor come into compliance with the Rules and Regulations, etc. when a single infraction is only moderately offensive; however, chronic infractions would present a greater problem to the successful management of a vending facility. A Notice of Noncompliance would not be an expected SLA response to severe or acute infractions of the Rules and Regulations. In a case involving severe or acute infractions of the Rules and Regulations, it should be expected that the SLA would move directly to more decisive action such as cancellation of Agreement of Operation or termination of License.

**(3) SUSPENSION OF AGREEMENT OF OPERATION**

*(Supported by CBV 10/12//01, added to policy effective 1/1/02.)*

**Policy:**

The State Licensing Agency may suspend a Licensed Blind Vendor's Agreement of Operation as a form of corrective action.

**Procedure:**

- a. As a form of Corrective Action, the State Licensing Agency may suspend a Licensed Blind Vendor's Agreement of Operation. The length of the suspension shall be determined on a case-by-case basis by the State Licensing Agency, depending upon the category of the infraction.
- b. The State Licensing Agency shall notify the Licensed Blind Vendor in writing of the intent to suspend the Agreement of Operation by submitting a Notice of Non-Compliance to the Vendor.
- c. The Notice of Non-Compliance shall include, at a minimum, each of the following:
  - 1. Reason for the suspension;
  - 2. Length of suspension (including begin date and end date);
  - 3. Vendor's right to appeal the corrective action.
- d. Licensed Blind Vendors whose Agreement of Operation is suspended shall not receive any proceeds from the vending facility during the period of suspension. Any settlement due the suspended Vendor, after deducting the payment(s) made to the Relief Worker, shall be held in escrow by the Georgia Cooperative Services for the Blind, Inc. until such time as the suspension is lifted, or an appeal upheld through the appeal process.
- e. In the event the Vendor appeals the Corrective Action and the decision to suspend the Agreement of Operation is upheld through the appeal process, the proceeds generated by the vending facility during the time of the suspension shall be placed in the General Fund by the Georgia Cooperative Services for the Blind, Inc.

- f. In the event the Vendor appeals the Corrective Action and the decision is made to rescind the decision to suspend the Agreement of Operation, the proceeds generated during the time of suspension shall revert back to the Vendor, including the amount paid to the Relief Worker.

**(4) CANCELLATION OF AGREEMENT OF OPERATION**

A cancellation of a vendor's agreement of operation means that his/her assignment in a vending facility is ended. In order to secure another assignment, the vendor must bid under the competitive bid system currently in effect. A person who has had cancellation of the agreement still maintains his status as blind licensee and all of the rights to which he/she is entitled as a blind licensee. (See paragraph B.

**(5) TERMINATION OF LICENSE**

When a vendor's license is terminated, he/she is removed from the vending facility program. This person has no right to bid on future openings as a vendor until he/she meets the qualifications for re-entry into the program. This measure may not go into effect until a vendor has been permitted an opportunity to exercise his/her right to an Evidentiary Hearing.

The Business Enterprise representative has full responsibility for supervising the vending facilities in his/her jurisdiction. This includes the responsibility for initiating corrective action. The representative may confer with the Program Manager of the Business Enterprise Program prior to taking any action. He/she must consult with the Program Manager any time the immediate corrective action has an adverse effect on a vendor's earnings.

All notices of noncompliance will be in writing.

Corrective actions with which the vendor disagrees may be appealed as stated in the Section on "Complaints, Hearings, and Arbitration." If the corrective action is appealed and overturned, the vendor has a right to restitution of lost earnings due to the agency action.

When practical, it is the policy of the SLA to give a vendor who is not in compliance with the Rules and Regulations a written notice that he is not following proper procedure before taking further action which could affect earnings. This procedure is not in effect in those rare cases when action is extremely inappropriate or violation of rules and regulations is considered to be severe. For example, if a vendor is fighting at the vending facility and his action is physically harmful to himself and to others, a very strong form of corrective action such as suspension or cancellation of Agreement of Operation would be appropriate.

**B. REINSTATEMENT OF AGREEMENT OF OPERATION**  
*(Revisions to this section supported by CBV 7/17/02)*

1. Agreements of Operation may be terminated for the following reasons:
  - a. **Category I – Performance Deficiencies**: such as, but not limited to violating program Rules and Regulations or Policy and Procedures pertaining to:

1. Hours of operation of vending facility.
2. Care of equipment.
3. Absences from vending facility without prior notice to SLA.
4. Submission of required reports.
5. Failure to follow instruction.
6. Failure to call in PAD in a timely manner.
7. Failure to have sufficient funds in PAD account.
8. Failure to have sufficient funds in checking account.
9. Failure to mail in cash report in a timely manner.

b. **Category II – Serious Misconduct**: such as, but not limited to violating program Rules and Regulations or Policy and Procedures pertaining to:

1. Fighting or striking a patron while operating a vending facility, except in self-defense.
2. Theft of stock, equipment, facility funds or deliberate shortchanging a patron of the vending facility.
3. Reporting to work at the facility while under the influence of drugs or alcohol, or the use of illegal drugs or alcohol while on duty.
4. Deliberate destruction of vending facility equipment or physical space.
5. Behavior that is extremely inappropriate while on duty.

**C. PROCEDURES FOR RECONSIDERATION AND REINSTATEMENT OF AGREEMENT OF OPERATION**

1. Reinstatement following termination of Agreement of Operation for Category I violations:

- a. **First offense** – Four months waiting period between dates of cancellation and date of eligibility to reapply. Application for reinstatement shall be reviewed by a review committee made up of three persons: (1) vendor representative representing area where applicant resides, (2) director of the Business Enterprise Program or his designee, and (3) a Business Enterprise representative who did not participate in the cancellation of the vendor's Agreement of Operation. If the application is approved by the review committee, the applicant's name would be placed on the eligible blind licensee candidate list and would be considered when suitable openings become available. When the applicant is selected for placement in a vending facility, he/she would then be placed on the regular six- month probationary period, required of all new licensee candidates, and if at the end of this period, the performance was satisfactory, the vendor would be issued an Agreement of Operation.
- b. **Second Offense** – Would be the same as above, but with a 12 month waiting period.
- c. **Third Offense** – Would be the same as above, but with an 18 month waiting period.

2. Reinstatement following revocation of Category II violations:

- a. **First Offense** – Same criteria used in Category I for first offense, except waiting period shall be 12 months.

- b. Second Offense – Vendors license shall be permanently revoked.



## **II. FILLING VACANCIES**

### **A. Vendors**

All vending facility vacancies will be announced on a statewide basis, except for attachments that will be sent to vendors in the area of the facility, with notification being sent to all present licensed vendors (vendors), former vending facility operators who have applied and been approved for re-entry to the program (blind licensees) and individuals who are blind, who have expressed a desire to enter the program and have been certified as qualified to operate a vending facility (blind licensee candidate).

### **B. Procedures are as follows:**

1. Vending facility vacancies will be announced on a statewide basis, except for attachments that will be sent to vendors in the area of the facility, by the Business Enterprise Program.
2. All licensed blind vendors, blind licensees and blind licensee candidates who are interested in a specific vacancy shall make application in writing.
3. In order to be eligible to apply for transfer or promotion, a vendor must have operated his/her present vending facility for a minimum of six months prior to the closing date of a vacancy announcement to which he/she intends to apply.

### **C. Selection Process**

1. Eligibility Criteria
  - a. A vendor must be "in good standing". A blind vendor considered to be "in good standing" with the vending facility program cannot have any of the following to occur:
    1. Any occurrence that a vendor owes the program money.
    2. Two bounced or returned pads within a two-year period.
    3. Has an active letter of Non-Compliance on file.
2. Application Procedure

Those desiring to apply for an opening must make application in writing to SLA.
3. Interview Team

Team will consist of three voting members and one non-voting member.

  - a. Two vendors from the trained vendor pool selected by the Director or Director's designee in consultation with the CBV Chairperson
  - b. B.E.P. Counselor from the region of the job opening or chosen by the Director or Director's designee.
  - c. Program Manager or designee will be non-voting member.

# GVRA

**Nathan Deal**  
**Governor**

Georgia Vocational Rehabilitation Agency

**Greg Schmieg**  
**Executive Director**

Business Enterprise Program, Rajaunnda Gandy, Director  
5238 Royal Woods Parkway, Suite 200, Tucker, GA 30084 (770) 724-6590 Office (770) 724-6598 Fax

Date:

Dear :

I am pleased to award you location VF#\_\_\_\_\_. You will have until 3:30 p.m. on the third business day from notification to accept or decline this facility from the date of this letter.

Please confirm your decision regarding this offer of employment by completing the section below and immediately return to our office in the enclosed envelope.

Best Regards,

\_\_\_\_\_  
Business Enterprise Program

\_\_\_\_\_I accept the above offer

\_\_\_\_\_I do not accept the above offer

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Date)

Vocational Rehabilitation | Roosevelt Institute | Business Enterprise | Industries for the Blind | Disability Adjudication Services | Cave Spring

*An Equal Opportunity Employer*

### **III. HELPERS AND RELIEF WORKERS**

Blind licensees on suspension from a vending facility or a vendor whose agreement has been cancelled by the Business Enterprise Program because of disciplinary problems are not eligible to work as a helper or relief person in any vending facility. In order to be employed as a helper or relief worker in a vending facility, person outlined above, must use the same procedures for the reinstatement of blind vendors.

#### IV. RECOGNITION AND AWARDS PROGRAM

##### A. *Special Achievement Award*

The "Special Achievement Award" is to be presented to a vendor for outstanding service within the program and/or outstanding activities in the community, i.e., community service, personal accomplishment or humanitarian acts, etc. The Awards Committee will make the selection for recipient of the "Special Achievement Award." The award will be presented at the Vendors Statewide Training Conference. Any vendor, Business Enterprise staff member or the general public may make nominations for this award. To be considered, nominations must be received by the Awards Committee 90 days prior to the Vending Facility Annual Training Conference.

##### B. *Longevity Award*

"Longevity Awards" are to be presented in accordance with the following guidelines:

1. Vendors with 15 years of service are to be presented with a framed certificate.
2. Vendors with 20 years of service are to be presented with a lapel pin.
3. Vendors with 25 years of service are to be presented with a plaque.
4. Vendors with 30 years of service are to be presented an individualized gift.
5. Vendors retiring from the program will be given a lapel pin with birthstone as a retirement gift. When vendors are retiring with 30 years of service, only one gift will be presented.

##### C. *Committee Representative Plaques*

Any Vendor Committee representative who serves at least two terms on the Committee of Blind Vendors will be presented an Appreciation Plaque.

##### D. *Awards Committee Members*

The Awards Committee is to be a permanent standing committee of the CBV. Members and terms of service beginning in 1985 are listed below:

Chairman, may be B.E. staff person or vendor.....	4 years
Member, Vendor .....	4 years
Member, Vendor .....	2 years
Member, B.E. staff person .....	4 years
Member, B.E. staff person .....	2 years

## **V. VENDOR'S PERSONAL PURCHASES**

All invoices for merchandise paid by a vending facility must be included with the Weekly Report. Vendors who fail to include such invoices with the Weekly Report are subject to disciplinary action. Vendors purchasing personal items from a jobber should handle such purchases outside the operation of the vending facility and pay sales tax on the purchase.

## **VI. FACILITY REVIEWS**

Reviews may be performed at any time on any location within the program by Business Enterprise Program staff. The review procedure will include the following:

1. During the review, the vendor may be replaced by the Program. The Program will pay for the relief person working the location in the vendor's absence. The vendor will retain all current earnings and benefits during the audit period.
2. A complete review will be conducted of the payouts and other financial data collected on the specific location.
3. The financial status of the location and findings of the review will be discussed with the vendor and, as needed, written recommendations will be discussed with the vendor by the Business Enterprise Program office.
4. If corrective action on the part of the vendor is recommended, a specific period of time will be designated for improvement to take place.
5. If the situation is not corrected within the specified time, the vendor may be subject to Corrective Action.

## **VII. PAYMENT OF RELIEF OPERATORS AND HELPERS**

1. Vendors are directly responsible for securing relief operators and helpers sufficient to operate the vending facility.
2. Vendors are responsible for advertising, interviewing, and hiring individuals as relief operators and helpers. Individuals hired by the Vendor are not employees of the nominee agency, or the Business Enterprise Program.
3. In the event the State Licensing Agency (SLA) determines the vending facility location cannot support the number of employees the Vendor is using, the SLA will advise the Vendor and make recommendations to reduce labor costs.
4. Vendors are responsible for ensuring that all relief operators and helpers are placed on the Vendor's payroll and paid through the support services of the nominee agency. Under no circumstances can a relief operator or helper be allowed to work at a vending facility and be paid as an "out of pocket" expense of the Vendor. If the relief operator or the helper are not placed on the Vendor's payroll by the end of the first day of work, the Vendor will get a letter of concern for the first occurrence and a \$250.00 fine. For the second occurrence the vendor will receive a notice of noncompliance with a \$250.00 fine.
5. Licensed Blind Vendors will be charged a "service fee" for not calling in helper pay and thus cause the GA Co-op to make a special run for helper payroll. Service fees will run for a period of thirty six months from the date of first occurrence before starting over.
  - a. First occurrence: A \$100.00 fine will be assessed the Vendor (Licensed) upon the first occurrence of not calling in helper pay and a letter of concern.
  - b. Second occurrence: A \$250.00 fine will be assessed the Vendor (Licensed) upon the second occurrence of not calling in helper pay and a notice of noncompliance.
  - c. Third occurrence: The third occurrence of missed calling in helper pay will result in the Termination of the Vendor's (Licensed) Agreement of Operations.

## VIII. VENDORS SERVING AS CONTRACT MANAGERS

The State Licensing Agency may enter into agreement with food service companies to provide support to licensed blind vendors in fulfilling agreements to provide food service at various vending facilities. The licensed blind vendor will serve as Contract Manager overseeing the compliance with terms and conditions of the agreement in managing the food service operation. All terms and conditions of the agreement entered into by the SLA with the food service support company will apply to the vendor/vendors assigned to the vending facility. The responsibility for fulfilling the terms of the contract or permit with the grantor shall rest with the licensed blind vendor assigned to the vending facility. The licensed blind vendor serving as Contract Manager, agrees to abide by the terms and conditions of the contract between the State Licensing Agency and the food service sub-contractor.

### QUALIFICATIONS FOR INTERVIEWING FOR CONTRACT MANAGER'S POSITION:

- Must have certificate for the BEP Food Service Contracting Manager's Certification Course
- Must have been an active licensed Blind Vendor operating a facility for three years in the State of GA's BE program
- Must have a current ServSafe Certification
- Must be in "good standing" within the GA BEP



## **IX. SICK LEAVE POLICY**

***(Supported by CBV, June 1996)***

In case of illness, vendors may request up to six months sick leave. If illness lasts more than one week, a doctor's certificate is required to support the request for leave. The vendor will be allowed six months leave within any twelve month period. Vendors who request sick leave must provide monthly documentation from the treating physician which confirms that the vendor's illness continues to prevent him/her returning to work and that the vendor is expected to recover and be able to resume full duties as assigned. All profit over the relief operator's salary will be disbursed to the vendor with their settlement payments.

## **X. MERCHANDISE INVENTORY**

### **REFERENCE:**

Business Enterprise Program Rules and Regulations and Agreement of Operation.

### **POLICY:**

The State Licensing Agency (SLA) shall provide an adequate initial stock of merchandise for operation of each vending facility. The SLA shall furnish the Vendor a written inventory of initial stock.

### **PROCEDURE:**

1. The State Licensing Agency will provide initial inventory by issuing a check to the vendor in an amount determined by the SLA. The merchandise inventory will be an average of two weeks of purchases. Merchandise inventories shall be limited to items that are to be sold, or items directly associated with sales (i.e. cups, napkins, spoons, straws, and condiments). Excluded items include mops, brooms, and cleaning supplies.
2. The Licensed Blind Vendor will provide to the SLA receipts for the purchase of beginning inventory. These purchases will not be counted as purchases on the weekly cash reports.

## **XI. LICENSES AND PROVISIONAL LICENSES**

### **REFERENCE:**

Business Enterprise Program Rules and Regulations, Agreement of Operation, and Provisional Agreement of Operation.

### **POLICY:**

The State Licensing Agency shall issue a License to each Blind Licensee Candidate who has satisfactorily completed his/her probationary period.

### **PROCEDURE:**

1. Upon completion of training, a Blind Licensee Candidate may compete for a vacant vending facility.
2. Upon successful completion of the six (6) month probationary training period, the Blind Licensee Candidate shall be awarded a License and shall become a Licensed Blind Vendor.
3. The License shall be issued for the type(s) of vending facility the Vendor has been certified to operate.
4. The following categories shall be used in issuing Licenses:
  - a) Level 1: Vending Machines  
Vendor major responsibilities are to manage, stock and maintain machines, and may assist customers in a facility where pre-packaged foods and/or beverages are dispensed from vending machines.
  - b) Level 2: Snack Bar - Cold  
Vendor major responsibilities are to manage and assist customers in a facility where pre-packaged foods and beverages are sold in a self-service snack bar.
  - c) Level 3: Snack Bar - Hot  
Vendor major responsibilities are to manage and assist customers in a facility where pre-packaged foods and beverages, as well as re-thermalized and reconstituted foods are sold.
  - d) Level 4: Cafeteria  
Vendor major responsibilities are to manage food service activities of a facility where limited hot entrees and vegetable choices are offered on a daily basis.
  - e) Level 5: Contract Cafeteria  
  
Vendor major responsibilities are to manage and coordinate food service activities of a facility offering three or more hot entrees and/or six or more vegetables daily, which may have a contractual relationship.
5. To obtain certification in any of the categories, an individual must successfully complete certification training for a given category as documented by the Business Enterprise Program Training Coordinator.

## **XII. Operating Cash Loan**

### **REFERENCE:**

Business Enterprise Program Rules and Regulations and Agreement of Operation.

### **POLICY:**

The State Licensing Agency may issue operating cash loan for the operation of a vending facility.

### **PROCEDURES:**

1. The State Licensing Agency may furnish an Operating Cash Loan to a Licensed Blind Vendor (Vendor), Provisional Blind Vendor (Provisional), Blind Licensee Candidate (Candidate), or Relief Operator, in an amount determined by:
  - (a) One (1) week of purchases determined by the counselor and the vendor at each location.
  - (b) In a facility with vending the amount will be equivalent to one (1) week of purchases plus a sufficient amount of money to fill all of the money changers in the vending machines.
2. Vendors, Provisionals or Candidates who receive an Operating Cash Loan shall sign an Operating Cash Loan Payback form acknowledging that they have received an Operating Cash Loan, and agree to repay the loan as stipulated on the Operating Cash Loan Payback form.
3. Vendors, Provisional and Candidates shall have a maximum of thirty-six (36) months to pay back their Operating Cash Loan. In the event the Operating Cash Loan amount is increased or decreased, the Vendors, Provisionals or Candidates shall sign a new or amended Operating Cash Loan Payback form reflecting the increase or decrease and the appropriate changes in the repayment plan. Operating Cash Loan shall be repaid by the Vendors, Provisionals or Candidates using one of the following methods:
  - a) one lump sum payment made by money order or payroll deduction
  - b) repayment in monthly installments made by payroll deduction in accordance with the following schedule:

Under \$1,000.00	Maximum 12-month Repayment Plan
\$1000.00 to \$1,999.99	Maximum 24-month Repayment Plan
\$2,000.00 and higher	Maximum 36-month Repayment Plan

For the first deduction Vendors, Provisionals or Candidates required to repay the Operating Cash Loan shall be withdrawn from

### **XIII. PUBLICATIONS AT SAFETY REST AREAS**

#### **REFERENCE:**

Statement of Policy for Vending Machines for Publications at Safety Rest Areas, Randolph-Sheppard Act, 20 U.S.C. §107(a), and Surface Transportation Assistance Act, 23 U.S.C. §111, Business Enterprise Program Rules and Regulations and Policy and Procedures.

#### **POLICY:**

The Business Enterprise Program shall allow limited distribution of newspapers and publications at Georgia's Safety Rest Areas. A semi-annual administrative fee calculated per rest area, per distribution box may be charged to each approved distributor. The number of distributors of newspapers and publications shall be limited to the space allocated by the Department of Transportation at each rest area. Approval of any distributor shall be made by the Business Enterprise Program in accordance with the guidelines set forth in the Statement of Policy (see attached).

#### **PROCEDURE:**

1. Distributors of newspapers and publications shall contact the Business Enterprise Program and submit a written request to be allowed to distribute newspapers or publications at Georgia's safety rest areas. The request shall include the following information, at a minimum:
  - a) a sample of the newspaper or publication; and
  - b) a list of proposed rest area distribution locations and dates of distribution box installation (or continued distribution dates); and
  - c) business name, address, phone number, fax number, and contact person.
2. Upon receipt of the written request, the Business Enterprise Program (BEP) shall review the Statement of Policy to determine the appropriate category under which to place the newspaper or publication.
3. The BEP shall issue a written response advising distributors of whether or not they are approved for distribution, and the rationale for the decision rendered.
4. The BEP shall generate a written agreement to approved distributors which shall be executed prior to distribution of newspapers and publications at safety rest areas.
5. The BEP shall generate a written permit to each approved distributor, listing the Interstate rest area locations at which the distributor is authorized to place distribution boxes.
6. The BEP shall provide copies of each written agreement and a list of permitted distribution sites to the Department of Transportation (DOT).
7. The DOT shall designate space at each rest area for the distribution of newspapers and publications. Space shall be limited to a total of six (6) distribution boxes. The distributor shall be responsible for installing and securing approved distribution boxes in a safe manner in the designated space.
8. The BEP and DOT shall monitor safety rest areas. Distribution boxes which do not have BEP permits posted on them shall be removed.
9. Distributors shall be responsible for maintaining compliance with the contents of the Statement of Policy. The BEP shall be responsible for advising distributors of any change in the Statement of Policy or the BEP policy regarding distribution of newspapers or publications at safety rest areas.

**GEORGIA VOCATIONAL REHABILITATION AGENCY**  
**BUSINESS ENTERPRISE PROGRAM**

**STATEMENT OF POLICY**

**Vending Machines for Publications at Safety Rest Areas**

(1) The Georgia Business Enterprise Program (BEP) operates under the auspices of the "Randolph-Sheppard Act", 20 U.S.C. §107(a). The program develops and implements entrepreneurial opportunities for persons who are blind through state and federal and private grantor agencies. The BEP, also commonly referred to as the Blind Vendor Program, is operated by Rehabilitation Services of the Georgia Department of Labor (DOL), and has been designated as the State Licensing Agency for Georgia pursuant to the provisions of the Randolph-Sheppard Act.

(2) The authority to allow the placement of vending machines at safety rest areas adjacent to interstate highways is governed by 23 U.S.C. §111. Placement and operation of vending machines at safety rest areas concerns the use of public roads or facilities and relates to the development and management of property of the Georgia Department of Transportation (GDOT).

(3) This Statement of Policy sets forth the means by which newspapers and tourism brochures may be sold or distributed through vending machines at safety rest areas located adjacent to interstate highways, under the coordination of BEP. The purpose of this Statement of Policy is to set reasonable standards for regulation of vending machines for publications, without regard to viewpoint; to delineate guidelines for the placement of vending machines for publications on state property and facilities at safety rest areas; and to assist GDOT and the BEP in the management of the subject state property and facilities with regard to such vending machines. Safety rest areas are not a public forum for expressive purposes, and it is not the intent of this Statement of Policy to create or designate such a public forum for expressive activity. This Statement of Policy shall supersede any prior policies of GDOT or the BEP related to newspaper vending machines, racks or publication displays at safety rest areas.

(4) All newspaper vending machines, racks and displays for privately-owned publications ("vending machines") shall be located in areas designated for such purpose at each respective safety rest area. The location and placement of any vending machines shall be determined with regard to traffic and pedestrian safety, space, aesthetic and operational concerns.

(5) Coin-operated newspaper vending machines at safety rest areas shall be limited to:

(a) One vendor of the newspaper of the largest general nationwide circulation.

(b) One vendor of the newspaper of largest general statewide circulation.

(c) One vendor of the local or regional newspaper of largest local circulation within the city or county in which the respective safety rest area is located.

BEP may require that vendors submit documentation of circulation to BEP on at least an annual basis.

(6) Vending machines that dispense publications free of charge shall be limited to:

(a) One vendor of coupon and tourism brochures that enhance or promote Georgia Tourism and Historic Sites. In the event the number of coupon and tourism brochure displays exceeds available designated space at the safety rest area, BEP will allow such vending machine or display on a rotating basis in order to afford all tourism brochure vendors access within the designated vending space. Such vendors will be selected on a first come, first served basis, based upon date of receipt of a written request to BEP. A waiting list will be maintained for other vendors. On January 1 and July 1 of each calendar year, the next qualifying vendor on the list will be selected, in the order in which its request was received.

(b) One vendor of coupon and tourism brochures that enhance or promote interstate tourism and historic sites. In the event the number of coupon and tourism brochure displays exceeds available designated space at the safety rest area, BEP will allow such vending machine or display on a rotating basis in order to afford all tourism brochure vendors access within the designated vending space. Such vendors will be selected on a first come, first served basis, based upon date of receipt of a written request to BEP. A waiting list will be maintained for other vendors. On January 1 and July 1 of each calendar year, the next qualifying vendor on the list will be selected, in the order in which its request was received.

(c) One vendor of a free publication of general interest to the traveling public that is not necessarily a coupon and tourism brochure. Such vendor will be selected on a first come, first served basis, based upon date of receipt of a written request to BEP. A waiting list will be maintained for other vendors. On January 1 and July 1 of each calendar year, the next vendor on the list will be selected, in the order in which its request was received.

(7) Sites for all vending machines shall be limited to designated portions of the safety rest area set aside for such purpose, based upon safety, space, aesthetic and operational concerns.

(8) In accordance with the Blind Vendor Program, BEP reserves the right to charge all vendors a fee to cover actual administrative costs, which fee shall be paid into the BEP fund used to provide services and facilities to the blind.

(9) GDOT and the Georgia Department of Industry, Trade and Tourism (DITT, or any successor agency) shall notify BEP of safety, design, and operational requirements at safety rest areas as they relate to vending machines. BEP shall require that publication vendors who maintain vending machines at safety rest areas adhere to all such safety,

design, and operational requirements. BEP may notify vendors of any safety or maintenance deficiencies or concerns. Copies of any such communications between BEP and publication vendors shall be forwarded to GDOT and DITT.

(10) The BEP shall maintain and update, as needed, a current list of publication vendors at safety rest areas under this policy. BEP shall provide GDOT a copy of the current list.

(11) GDOT personnel shall be authorized to remove any publication vending machines if:

(a) The vendor is not on the then-current BEP list.

(b) The vending machine is placed other than in a designated location. The vending machine may, in lieu of removal, be moved to a designated location if it is otherwise in compliance with this policy.

(c) The vending machine, because of its physical condition, placement, or failure to comply with safety, design and operational requirements, poses an imminent threat to the public health, safety and welfare.

After removing or moving any such publication vending machine, GDOT shall notify the BEP of the action, the identity of the vendor or publication, the date of the action and the current storage location of the display, vending machine or rack.

(12) A copy of this Statement of Policy shall be made available upon request, and a sign or notice shall be posted at each safety rest area advising the public of the existence of this policy and providing contact information for inquiries related to its administration.



#### **XIV. MAINTENANCE AND REPAIR INVOICES**

##### **POLICY:**

When equipment is in need of repair and maintenance the vendor will contact their counselor.

##### **PROCEDURES**

1. If equipment is in need of repair the vendor will contact their counselor to discuss if the equipment needs to be repaired or replaced.
  - a. If the vendor fails to contact their counselor before the repairs are made, the vendor will be responsible for the cost of the repair.
  - b. The vendor is authorized to arrange for emergency equipment repair to avoid loss of perishable stock, or to avoid endangering life or property. In any case the SLA must be notified as soon as possible.
2. If determined the equipment needs to be replaced instead of repairing the counselor must contact the Equipment Coordinator.
3. In determining the replacement of the equipment the vendor, counselor, and equipment coordinator will discuss the different options.
4. If a refurbished machine is available it should be used first before buying a new machine.

## **XV. MAINTENANCE AND SERVICE CALL CHARGES**

### **REFERENCE:**

Approved by the Committee of Blind Vendors on May 10, 2000; effective July 1, 2000.

### **POLICY:**

Licensed Blind Vendors shall pay a scheduled portion of the costs charged for maintenance and service calls for vending facility equipment.

### **PROCEDURE:**

1. The Licensed Blind Vendor (Vendor) shall be responsible for proper care and maintenance of vending facility equipment. In the event equipment requires additional maintenance, the Vendor shall contact a service company to provide repairs.
2. The following annual schedule is applicable for all maintenance and service call charges:
  - a) The first three (3) maintenance or service calls shall be paid by the State Licensing Agency (SLA) through the Georgia Cooperative Services for the Blind, Inc. (Co-op).
  - b) The fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) maintenance or service calls shall be paid by the Co-op and \$25.00 deducted from the Vendor's vending facility account.
  - c) The sixth (6<sup>th</sup>) through tenth (10<sup>th</sup>) maintenance or service calls shall be paid by the Co-op and \$50.00 deducted from the Vendor's vending facility account.
  - d) Any maintenance or service calls exceeding ten (10) for the year shall be paid by the Co-op and \$100.00 deducted from the Vendor's vending facility account.
3. The Co-op shall generate a report of all maintenance and service call charges which shall be reviewed by the State Licensing Agency. Six (6) months from the date of implementing this annual schedule, the State Licensing Agency shall determine whether the schedule should be adjusted and report the determination to the Committee of Blind Vendors.
4. The annual schedule for maintenance and service calls shall be based on the state's fiscal year, July 01 through June 30.
5. Maintenance and service calls for the purpose of this policy shall be defined as a service company coming to the vending facility location to perform a service.

**XVI. REIMBURSEMENT FOR USE OF BUSINESS ENTERPRISE  
PROGRAM STAFF AS RELIEF OPERATORS AND HELPERS**

**REFERENCE:**

Approved by the Committee of Blind Vendors on May 10, 2000; effective date July 16, 2000.

**POLICY:**

Licensed Blind Vendors shall reimburse the State Licensing Agency, at the rate of \$14.00 per hour, for any occasion in which a Licensed Blind Vendor utilizes a Business Enterprise Program staff person as a Relief Operator or Helper.

**PROCEDURE:**

1. In the event the Licensed Blind Vendor cannot locate a Relief Operator or Helper, he/she may contact the State Licensing Agency to request assistance from a Business Enterprise Program (BEP) staff person to provide Relief Operator or Helper services.
2. The State Licensing Agency shall invoice the Licensed Blind Vendor in the amount of \$14.00 per hour for each hour the BEP staff person provides Relief Operator or Helper services.
3. Written documentation of the hours worked by the BEP staff person shall be maintained by the BEP staff person using an invoice form. The Vendor shall be given a copy of the completed invoice for his/her expense records.
4. The amount due the State Licensing Agency shall be deducted from the Licensed Blind Vendor's facility account by the Georgia Cooperative Services for the Blind, Inc. (Co-op). The amount paid the State Licensing Agency for Relief Operator or Helper services shall be placed in the Co-op's Management Services Account for utilization by the Business Enterprise Program.

## **XVII. TELEPHONE AND UTILITY BILLS**

### **REFERENCE:**

Approved by the Committee of Blind Vendors on May 10, 2000; effective July 1, 2000. Revisions accepted July 24, 2012.

### **POLICY:**

All land line telephone and utility bills related to vending facilities shall be mailed directly to the Georgia Cooperative Services for the Blind Inc. (Coop) and shall be paid directly by the Georgia Cooperative Services for the Blind, Inc. Exceptions to this policy must be approved and supported by written approval of the State Licensing Agency.

### **PROCEDURE:**

1. The Licensed Blind Vendor (Vendor) shall notify his/her telephone and utility service companies that bills for services are to be billed directly to the Coop.
2. The Coop shall pay the telephone and utility services companies for services rendered and charged to the vendor.
3. The vendor will ensure the facility number be included in the location address on all bills for telephone and utility services.

## **XVIII. SMALLWARE AND SUPPLIES**

### **REFERENCE:**

Approved by the Committee of Blind Vendors on May 10, 2000; effective July 1, 2000.

### **POLICY:**

After initial set-up of a vending facility, the Licensed Blind Vendor shall be responsible for paying for his/her own supply and smallware purchases.

### **PROCEDURE:**

1. The State Licensing Agency shall be responsible for costs associated with initial set-up of the vending facility (i.e. equipment, supplies, smallware, etc.)
2. Following initial set-up of the vending facility, the Licensed Blind Vendor (Vendor) shall be responsible for purchasing, at his/her own expense, all supplies and smallware items.
3. Supplies are defined as items which assist in the direct preparation of selling inventory or assist in the normal operations of the business (i.e. paper cups, plates, spoons, napkins, etc.).
4. Smallware items are categorized as supplies which cost \$200.00 or less (i.e. ashtrays, trashcans, etc.). Smallware items may be purchased by the State Licensing Agency after initial set-up, for new or unforeseen needs of the vending facility. Replacement or restocking of smallware items shall be the Vendor's responsibility.

## **XIX. DEFERRED PAYMENT PURCHASES**

### **REFERENCE:**

Business Enterprise Program Rules and Regulations and Agreement of Operation. The Committee of Blind Vendors voted to support this policy on July 17, 2001.

### **POLICY:**

The Licensed Blind Vendor (Vendor) shall operate the vending facility on a cash basis except for such credit accounts as may be established or authorized by the SLA.

### **PROCEDURE:**

1. Vendors agree, in signing the Agreement of Operation, that they will operate the vending facility on a cash basis.
2. For the purposes of this policy, cash basis is defined as payment made, in cash, upon delivery or receipt of goods or services.
3. Extenuating circumstances may occur which the SLA considers justification for a request by the Vendor to pay for merchandise on a deferred payment basis. (Ex. Merchandise from bakeries (i.e. doughnuts) which is delivered daily, but paid for weekly.)
4. Vendors who desire to purchase on a deferred payment basis, shall submit a written request to the SLA.
5. The SLA shall consider the request, and the justification provided by the Vendor. The Vendor shall be notified in writing by the SLA of the decision made to approve or deny the request.
6. Requests approved by the SLA shall be documented on an Authorization for Deferred Purchases form, which will be signed by the BEP Counselor, Supervisor, and Vendor. The Vendor shall receive a copy of the signed form.

## **XX. Pre-Authorized Debit (PAD) Account**

### **REFERENCE:**

Business Enterprise Program Rules and Regulations, Agreement of Operation, and Policy and Procedures. The Committee of Blind Vendors voted to support this policy on July 17, 2001.

### **POLICY:**

The Licensed Blind Vendor (Vendor) shall be accountable to the State Licensing Agency (SLA) for the proceeds of the business of the vending facility and shall handle the proceeds, including payment to suppliers and deposit of program funds, in accordance with policies, established procedures or instructions from the SLA.

Participation in the Pre-Authorized Debit (PAD) process is mandatory for all Vendors upon signing the Agreement of Operation to operate a vending facility. Exceptions to this policy require written authorization from the SLA.

### **PROCEDURE:**

1. It is the expectation of the SLA that each Vendor (Licensed/Provisional) shall begin participation in the PAD process within thirty (30) working days of accepting a vending facility assignment.
2. The SLA shall provide training to the Vendor (Licensed/Provisional) on how to operate the call-in system to report the weekly cash report figures. The Vendor (Licensed/Provisional) will be able to demonstrate proficiency in operating the call-in system, as determined by the Business Enterprise Program Training Coordinator.
3. Required paperwork shall be completed by the Vendor (Licensed/Provisional), and submitted to the Georgia Cooperative Services for the Blind, Inc.(Co-op).
4. Required paperwork for the PAD system shall include:
  - a) voided check; and
  - b) statement signed and dated by the Vendor (Licensed/Provisional) authorizing the Georgia Cooperative Services for the Blind, Inc. (Co-op) to make weekly drafts from the bank account for the amounts reported by the individual through the accounting "call-in" system.
5. The Co-op shall issue a personal identification number (PIN) to the Vendor.
6. The Vendor (Licensed/Provisional) is responsible for ensuring that adequate funds remain in the checking/savings account assigned to the PAD to honor the withdrawals made through the PAD system. Failure to maintain adequate funds in the PAD account will result in a report of non-sufficient funds by the bank, causing a "bounced PAD."
7. The Vendor (Licensed/Provisional) is responsible for ensuring that the sales, purchases, turn-in amounts, and other pertinent information is called in using the PAD system. Call in must occur each week by Tuesday at 9:00 am. In the event the Vendor (Licensed/Provisional) is unable to

access the call-in system, the Vendor (Licensed/Provisional) shall promptly contact the Co-op to advise him/her of the situation.

Vendors (Licensed/Provisional) who fail to adhere to the call-in deadline are subject to corrective action as listed below.

8. Licensed/Provisional Vendors who fail to maintain adequate funds in the PAD account, and are charged with a "bounced PAD," or fail to adhere to the call-in deadline, are subject to the following corrective actions:
  - d. First occurrence. A \$100.00 fine will be assessed the Vendor (Licensed) upon the first occurrence of a bounced/missed PAD and a letter of concern.
  - e. Second occurrence: A \$250.00 fine will be assessed the Vendor (Licensed) upon the second occurrence of a bounced/missed PAD and a of notice of noncompliance.
  - f. Third occurrence: The third occurrence of a bounced PAD or missed call-in will result in the Termination of the Vendor's (Licensed) Agreement of Operation. The work assignment of the Vendor (Licensed) shall be terminated and he/she shall vacate the vending facility.
9. All bounced PADs shall be replaced by the Vendor (Licensed/Provisional) by either money order or cashier's check within twenty-four hours of being notified of the bounced PAD. In the event the Vendor (Licensed/Provisional) fails to submit a money order or cashier's check prior to the Settlement payment, the nominee agency will withhold funds from the Vendor's (Licensed/Provisional) Settlement payments until the amount is repaid.
10. Determination of whether a bounced/missed PAD is the first, second, or third occurrence will be determined by the SLA as follows:
  - a. The date of the first bounced/missed PAD is documented based on the date the bank charges the PAD account with having insufficient funds.
  - b. Upon notification of another bounced/missed PAD, the SLA will count back thirty-six (36) months from the date of the most recent bounced PAD.
  - c. The number of bounced/missed PADS within that thirty-six (36) month period will be counted, and that number assigned to the most recent occurrence of bounced PAD.



## **XXI.     PROTOCOL FOR PROPOSALS TO SLA AND CBV**

### **REFERENCE:**

Business Enterprise Program Rules and Regulations. The Committee of Blind Vendors voted to support this policy on July 17, 2001.

### **POLICY:**

The Committee of Blind Vendors shall participate with the State Licensing Agency in developing and maintaining policies which govern the duties, supervision and financial participation of the blind vendors.

### **PROCEDURE:**

#### **Proposals from SLA to CBV:**

1.     Proposals shall be made from the State Licensing Agency (SLA) to the full Committee of Blind Vendors (CBV) at quarterly meetings of the CBV.
2.     Prior to the CBV meeting, the SLA shall distribute to the CBV members, issues that the CBV will be reviewing. Every effort will be made to distribute this information in a timely manner to allow the CBV a minimum of seven (7) working days review time prior to any scheduled meeting.
3.     During the CBV meeting, proposals will be presented by the SLA for consideration by the CBV. The CBV will provide the SLA with their recommendations regarding each proposal.
4.     Proposals and CBV recommendations regarding each proposal shall be recorded in the minutes of the CBV meeting.
5.     Minutes of each CBV meeting shall be forwarded to each Licensed Blind Vendor within the Business Enterprise Program by an individual designated by the SLA.
6.     CBV recommendations regarding SLA proposals shall be considered by the SLA for inclusion in program Rules and Regulations and Policies and Procedures. Action taken by the SLA in response to the CBV's recommendations shall be documented in writing and distributed to the CBV Chairperson by the SLA.

#### **Proposals from CBV to SLA:**

1.     Proposals from the CBV shall be presented to the SLA at the quarterly meeting of the CBV.
2.     The CBV shall advise the SLA in writing of topics on which they will be presenting proposals. Every effort will be made to distribute this information in a timely manner to allow the SLA a minimum of seven (7) working days review time prior to any scheduled meeting. The SLA shall make every effort to ensure that appropriate management and staff attend the CBV meeting to provide reasonable discussion of the topic and proposal.
3.     The SLA shall take the proposal under consideration and provide the CBV Chairperson with a written response within thirty (30) working days of presentation of the proposal. In the event the SLA cannot respond within thirty (30) working days, it shall advise the CBV Chairperson in writing of the delay and the estimated timeframe for a response.

#### **Recommendations of Sub-Committees of the CBV:**

The CBV Chairperson may designate sub-committees, or individual members to serve on permanent sub-committees on an individual basis or may designate sub-committees or individual members to serve on task forces to accomplish specific tasks.

1. Recommendations made by Sub-Committees of the CBV or Individual Members of the CBV shall be documented in writing and distributed to CBV members a minimum of seven (7) working days in advance of a meeting to be used for discussion and decision making.
2. The CBV shall record in the minutes, all decisions made or actions taken in response to Sub-Committees of the CBV or Individual CBV Member's recommendations.
3. The CBV shall submit proposals to the SLA based on recommendations which the CBV supports, when those supported items require action on the part of the SLA (i.e. change in Rules, Regulations, Policy, Procedures, etc.).

Recommendations/Proposals of Other Committees and/or Individuals:

1. Individuals, or Committees other than CBV sub-committees, who desire to present information and/or recommendations to the CBV, shall submit a request to the CBV Chairperson for time on the CBV meeting agenda.
2. These Individuals or Committees shall submit information on their recommendations/proposals in writing to the CBV members a minimum of seven (7) working days prior to the date of the scheduled CBV meeting.
3. Information presented by the Individual(s) or Committee(s) shall be recorded and included in the CBV meeting minutes.
4. The CBV shall submit proposals to the SLA of recommendations/proposals which the CBV supports.

Record of Actions:

All proposals and responses shall be documented in writing, supported by the Business Enterprise Program Record of Actions form (see form).

## **XXII. STATEWIDE ELECTION OF CHAIRPERSON OF THE COMMITTEE OF BLIND VENDORS**

### **REFERENCE:**

Business Enterprise Program Rules and Regulations. The Committee of Blind Vendors voted to support this policy on July 17, 2001.

### **POLICY:**

The Committee of Blind Vendors (CBV) Chairperson shall be elected at the training conference designated for that purpose. Election shall be by the majority of all licensed blind vendors who are present and voting. The Chairperson can serve three (3) consecutive two-year terms, total of six (6) years continuous service.

### **PROCEDURE:**

1. The State Licensing Agency (SLA) is responsible for conducting the election of the CBV. The SLA shall advise the Licensed Blind Vendors (Vendors) in the Business Enterprise Program (BEP) of the pending election of a Statewide Committee Chair.
2. The SLA shall ensure that written notice is mailed to each Licensed Blind Vendor sixty (60) days and thirty (30) days in advance of the scheduled date of the election of a Statewide Chairperson. Additionally, the SLA shall request that a message be placed on the call-in system newsletter announcing the pending election ninety (90) days in advance.
3. Licensed Blind Vendors interested in being nominated to run for the office of Statewide Chairperson must meet all of the following eligibility criteria:
  - a. Experience as a member of the Committee of Blind Vendors for a minimum of one (1) full term, (2 years);
  - b. Licensed Blind Vendor for a minimum of the past three (3) years;
  - c. Resident of the State of Georgia for a minimum of the past three (3) years;
  - d. Recognized knowledge of the Rules and Regulations and Policies and Procedures of the Business Enterprise Program;
  - e. Demonstrated ability to accurately interpret and articulate the Rules and Regulations and Policies and Procedures of the Business Enterprise Program;
  - f. Documented status of good standing in the Business Enterprise Program;
  - g. Demonstrated leadership skills among the other Vendors, encouraging participation and presenting an open-minded attitude by encouraging new ideas from Vendors statewide;
  - h. Willing to travel to represent Vendors for meetings with various organizations;
  - i. Exhibit a well-groomed business-like manner;
  - j. Possess skill in negotiations and rational thinking in decision making;
  - k. Willing to serve a two (2) year term as Statewide Chairperson.
4. In order to ensure all nominated candidates meet all the eligibility criteria, the SLA may request that nominated individuals provide documentation or demonstrate abilities as required in the eligibility criteria.
5. Vendors shall cast votes for nominated candidates. The candidate with the majority (over 50% of ballots cast) of votes shall be declared the Statewide Chairperson by the SLA, and shall begin the duties of that position.

### **XXIII. VENDOR WEEKLY CASH REPORTS**

#### **REFERENCE:**

Business Enterprise Program Rules and Regulations and Vendor Agreement of Operation. Committee of Blind Vendors voted to support this policy on July 17, 2001.

#### **POLICY:**

Licensed Blind Vendors shall submit Vendor Weekly Cash Reports on a weekly basis; unless an alternate schedule is approved by the Business Enterprise Program (BEP) Counselor. Vendor Weekly Cash Reports shall be calculated accurately and supported by purchase receipts and invoices.

#### **PROCEDURE:**

1. The Licensed Blind Vendor shall complete a Vendor Weekly Cash Report, using form WCR-2 (07/98).
2. The Vendor Weekly Cash Report shall be calculated accurately and supported by purchase receipts and invoices.
3. The supporting documentation shall be attached to the Vendor Weekly Cash Report and mailed to the Business Enterprise Program Counselor no later than Saturday of each week. If hand-delivered, the same information shall be delivered to the Business Enterprise Program office no later than Tuesday at noon of each week.
4. Vendors who operate facilities which are closed for extended vacation periods shall report "0" (zero) sales figures to the Georgia Cooperative Services for the Blind, Inc. (through the call-in system), and submit the same information on the Vendor Weekly Cash Report to the Business Enterprise Program Counselor.
5. Vendors shall submit a Vendor Weekly Cash Report to reflect any activity (sales, purchases, or both) for the week. Vendors shall not hold sales and purchases to submit the Vendor Weekly Cash Report in accordance with any schedule other than weekly, unless approved in writing by the BEP Counselor and Manager.
6. Vendors on alternate schedules shall be required to complete a supplemental record indicating each time they removed cash from vending machines or purchased merchandise.
7. Vendors who fail to submit their Vendor Weekly Cash Report as specified above shall be fined \$25.00 (procedure to apply \$25.00 penalty for late Vendor Weekly Cash Reports was approved by the Committee of Blind Vendors June/1996).
8. Vendors who fail to submit the Vendor Weekly Cash Report as specified above, submit false or fraudulent Vendor Weekly Cash Reports, or are repeatedly late in submitting Vendor Weekly Cash Reports shall be considered out of compliance with program Rules and Regulations. In such cases, the SLA shall apply the Corrective Action measures listed in the Policies and Procedures regarding "Non-Compliance." Non-compliance with program Rules and Regulations may lead to termination of the Agreement of Operation.
9. Business Enterprise Program Counselors are available as needed, to provide technical support to Licensed Blind Vendors who need assistance in developing a system to ensure reports are submitted accurately and timely.

## **XXIV. EQUIPMENT PURCHASES**

### **REFERENCE:**

Business Enterprise Program Rules and Regulations and Policies and Procedures, Agreement of Operation.

### **POLICY:**

A Vendor may purchase equipment for use in the vending facility only after receiving written authorization from the SLA.

### **PROCEDURE:**

1. The Vendor shall advise the SLA that he/she desires to purchase equipment for the vending facility.
2. The SLA shall provide the Vendor with the appropriate form to complete to initiate the process of making the request in writing (Request and Authorization Form for Purchase of Equipment.)
3. The Business Enterprise Program (BEP) Counselor shall provide technical assistance to the Vendor in completing the request form. The Vendor shall sign the form and submit it to the SLA for review.
4. The SLA shall review the completed request form. The form will be signed by the BEP Program Manager or Equipment Coordinator, indicating SLA approval or denial of the request. The SLA shall forward the decision in writing to the Vendor within fifteen (15) working days.
5. Vendors who receive authorization to purchase equipment for the vending facility shall sign an amendment to their Agreement of Operation which shall include the following information, at a minimum:
  - a. Title to equipment shall remain with the Vendor unless or until the Vendor vacates the vending facility. At such time, the SLA has first option to purchase the equipment at fair market value.
  - b. In the event the SLA does not wish to exercise its option to purchase the equipment, the SLA shall advise the Vendor in writing of that decision. The Vendor shall then remove the equipment from the vending facility within five (5) working days of receipt of the written decision.
  - c. Equipment shall be covered under the vending facility liability insurance.
  - d. Equipment shall be maintained and repaired in accordance with BEP Rules and Regulations and Policy and Procedures.
6. Vendors are responsible for ensuring, prior to making a request to purchase equipment for the vending facility, that the addition of equipment purchased by the Vendor does not conflict with the information listed in the Permit for the vending facility.

## **XXV.           Returned Checks**

### **REFERENCE:**

Business Enterprise Program Rules and Regulations and Policy and Procedures.

### **POLICY:**

Vendors who submit a check which is returned by the bank as unpaid shall be charged a returned-check fee of \$35.

## XXVI. VENDING FACILITY VACANCY ANNOUNCEMENTS

### **REFERENCE:**

The Business Enterprise Program Rules and Regulations and Policies and Procedures. Reviewed and supported by the Committee of Blind Vendors 1/16/02, became effective 5/1/02.

### **POLICY:**

When a new vending facility is established or a licensed blind vendor vacancy occurs in an existing vending facility, it shall be the State Licensing Agency's (SLA's) policy to advertise the vacancy. Prior to advertising any vacancy, the SLA shall conduct a detailed analysis of the vending facility location. The results of the detailed analysis shall be the determining factors used by the SLA in making the decision of whether to advertise a vacancy.

### **PROCEDURE:**

1. The SLA shall review each vacancy (or new facility) systematically based on the following criteria prior to announcing the vacancy:
  - a. Current type of facility (i.e. multiple vendor/single vendor);
  - b. Hours of operation (i.e. 24-hour operation, shift work, peak/slack periods of operation, holidays);
  - c. Grantor's input (i.e. potential to upgrade category of facility, product selection, hours of operation, seasonal products, potential changes in building census, to include grantor (or designee), building manager input, and/or GSA Concessions Manager input, where applicable)
  - d. Teaming Partner's Input (applicable to vending facilities where food service teaming partnerships exist)
  - e. Annual sales (past and projected, annual income compared to DOL statistics to determine viable income for preceding three (3) year period)
  - f. Number of helpers (current and projected)
  - g. Category of facility (i.e. vending machines only, snack bar-cold, snack bar-hot, cafeteria, contract cafeteria, gift shop)
  - h. Location (i.e. proximity to mass transit, parking access and availability, security, safety)
  - i. Clientele (i.e. restricted to employees, open to public, demographic data, number of employees)
  - j. Proximity to competition (BEP/outside competitors)
  - k. Delivery access and storage capacity (i.e. access to delivery from jobbers, adequate storage area, restricted/unrestricted delivery times)
  - l. Requirements specific to Permit (i.e. menu items, equipment responsibilities, special hours)
  - m. Challenges to Vendor Mobility (i.e. steps/elevator, compact floor space, physical capacity requirements such as heavy lifting, bending, stooping)
  - n. Required certifications (i.e. ServSafe Certificate, Licensed for Category of Facility, Security Clearance, Criminal Background Check)
  - o. Vendor input (current/previous Vendor input)
  - p. Responsibilities of Vendor
2. Detailed analysis of the vending facility shall be completed by the BE Counselor within ten (10) working days of notification of a vacancy, or new vending facility completion. Upon completion of the detailed analysis of the vending facility, the BE Counselor shall complete a Vending Facility Analysis Report. In the event that the BE Counselor
3. determines that significant changes in the vending facility are warranted for effective operation of the location, a Panel Review of the analysis data will be conducted. The Panel Review will consist of the following Panel members: BE Counselor, BE Program Manager, and BE Training

Coordinator. For the purposes of this policy, significant changes shall be defined as changes which impact the manpower needs of the location.

4. The Panel shall review all analysis data and make recommendations to the BE Deputy Director on the Vending Facility Analysis Report form. The BE Deputy Director shall consider the recommendations and render a decision as to whether to support the recommendations. The BE Deputy Director's decision(s) shall be made within three (3) working days of receipt of the recommendations from the panel, and documented in writing on the Vending Facility Analysis Report form.
5. The vending facility vacancy announcement shall be drafted by the BE Counselor. Prior to being distributed, the announcement shall be reviewed and approved by the Business Enterprise Program (BEP) Manager or Deputy Director.
6. The approved announcement shall be mailed to each licensed blind vendor, blind licensee, and blind licensee candidate currently in the Business Enterprise Program. Additionally, the approved announcement shall be placed on the Georgia Co-op call-in system. Announcements submitted to the Georgia Co-op for posting on the call-in system shall be summarized to include the vending facility location, the deadline by which interested parties must respond, and contact information for the appropriate BE Counselor and CBV Representative.
7. Selection for all vending facility vacancies shall be made in compliance with the selection criteria in the BEP Rules and Regulations for Transfer and Promotion.



## Vending Facility Analysis Report

Vending Facility # \_\_\_\_\_

Date: \_\_\_\_\_

A detailed analysis of this vending facility has been conducted. Based on the data accumulated, the following recommendations are made:

- ☐ No significant changes are necessary.  
recommended:
- ☐ The following changes are
- ☐ Attached is a copy of the completed Vending Facility Analysis Worksheet which provides supporting documentation for recommendations listed above.

No.	Recommendation(s)	Deputy Director Approval
1.		
2.		
3.		

### Analysis completed by:

\_\_\_\_\_  
BE Counselor Name Signature Date

### Equipment Coordinator Review & Comments:

Equipment: ☐ Available ☐ Not Available (Must Purchase) ☐ Agree ☐ Disagree with recommendations

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\_\_\_\_\_  
Equipment Coordinator Signature Date

### Supervisor Review & Approval

☐ Agree ☐ Disagree with recommendations

\_\_\_\_\_  
Signature Date

### Final Approval:

\_\_\_\_\_  
Typed BE Deputy Director Name Signature Date

See Policy & Procedure Manual for details on whether panel review is required. In the event panel review is required, attach the panel's recommendations with supporting documentation to this form.

**XXVII. BEP CONTRACT MANAGER'S PERFORMANCE & EVALUATION FORM**

**Date:** \_\_\_\_\_

**Site:** \_\_\_\_\_

**Contract Manager (CM):** \_\_\_\_\_

**Teaming Partner:** \_\_\_\_\_

***After each section, the CM will rate himself on a scale of 1-5 (5 means CM has full knowledge of the section and is putting the knowledge to use 1 means the CM has no knowledge or experience in that area) and the counselor will rate the CM. Discrepancies are discussed and evaluated. Short term and long-term verifiable goals will be set and counselor will follow up to insure goals are being met.***

1. Contract Manager (CM) demonstrates a working knowledge of the contract.

**CM (rate 1-5)** \_\_\_\_\_ **COUNSELOR (rate 1-5)** \_\_\_\_\_

2. CM demonstrates knowledge of the Federal Regulations implementing the Randolph-Sheppard Act, specifically those that address cafeterias.

**CM (rate 1-5)** \_\_\_\_\_ **COUNSELOR (rate 1-5)** \_\_\_\_\_

3. CM demonstrates knowledge of his/her responsibilities as described in the teaming agreement.

**CM (rate 1-5)** \_\_\_\_\_ **COUNSELOR (rate 1-5)** \_\_\_\_\_

4. CM demonstrates good working relationship with grantor.

**CM (rate 1-5)** \_\_\_\_\_ **COUNSELOR (rate 1-5)** \_\_\_\_\_

5. CM demonstrates good working relationship with teaming partner. CM will be expected to provide written reports as needed listing issues or concerns he/she has addressed with the teaming partner. These are concerns/issues that the SLA should be aware of and which could influence the SLA and the CM in their decision to renew the teaming agreement when it expires. Teaming partner personnel will be expected to provide written reports as needed on the working relationship between the CM and the teaming partner.

**CM (rate 1-5)** \_\_\_\_\_ **COUNSELOR (rate 1-5)** \_\_\_\_\_

## **XXVIII. SERVSAFE RE-CERTIFICATION**

*Effective April 18, 2006*

### **REFERENCE:**

Business Enterprise Program Rules and Regulations and Policy and Procedures.

### **POLICY:**

A fee of \$35.00 will be paid for each licensed blind vendor to be recertified for ServSafe for on-line recertification.

### **PROCEDURE:**

1. The SLA shall advise the nominee agency in writing that the SLA has given approval for a licensed blind vendor to take the on line re-certification test at a cost of \$35.00 plus travel expenses and helper pay.
2. The Vendor is only given one opportunity to take the on-line re-certification test. The length of time for the on-line re-certification ServSafe test is approximately two hours. If the Vendor fails the re-certification test, the Vendor is to pay for any additional test as an out-of-pocket expense to the Vendor.
3. Vending Facility Bids:
  - (a) It is the Vendor's responsibility to keep ServSafe Certification current.
  - (b) If Vendor allows ServSafe Certification to expire, the Vendor must attend class at their own expense.
  - (c) If Vendor does not have current ServSafe Certification the Vendor will not be allowed to bid on any new facility requiring ServSafe Certification.
  - (d) Counselors are to receive copy of ServSafe Certification before a Vendor may interview for a vending location requiring ServSafe Certification.
  - (e) Any facility serving food, a current ServSafe Certification would be required and any other facility if required by grantor.
4. Vending Facilities that may be exempt from ServSafe Certification are as follows:
  - (a) Total Vending (such as roadside vending)
  - (b) Vending Route in buildings – If Vendor does only vending machines in buildings, and the grantor does not require ServSafe certification, the Vendor would be exempt from the ServSafe certification. If the Vendor serves any type of food other than the vending products in the vending machines the Vendor would be required to have ServSafe certification.
  - (c) Laundry facilities would be exempt from ServSafe certification.

## **XXIX. EMERGENCY EVACUATION AWARENESS**

*Effective October 20, 2006*

### **REFERENCE:**

Business Enterprise Program Rules and Regulations and Policy and Procedures.

### **POLICY:**

All Vendors will be made aware of the emergency evacuation process for each of their buildings. All federal and state buildings should have an emergency plan for evacuation. It will be the Counselor's duty to get in touch with the Grantor to make sure that the Grantor is aware that a Blind Vendor is employed in the building. The Vendor along with the Counselor and Grantor are to decide on a plan of evacuation in case of an emergency. Each Vendor should have an active part in the decision process since each Vendor will require different assistance.

### **PROCEDURE:**

1. Each Counselor is to get in touch with the building Grantor to inquire about the Emergency Evacuation Plan for each building that has a vendor employed. After researching the plan, the Counselor is to discuss the plan with the Vendor. After the Vendor and Counselor have made a decision as to what the Vendor feels that he/she may need as far as assistance in evacuation, the Counselor then gets back in touch with the Grantor and has a meeting with the Vendor, Counselor and Grantor to set up a plan of evacuation for the Vendor.
2. A written copy of the Evacuation Plan should be sent to the Business Enterprise Program to be put in the Evacuation File. A copy should also be kept in the facility file. Please use the following Vendor Emergency Evacuation Plan template.

# BEP Vendor Emergency Evacuation Plan

Vendor Name\_\_\_\_\_ VF#\_\_\_\_\_

Location\_\_\_\_\_

BE Counselor \_\_\_\_\_ Date \_\_\_\_\_

Grantor \_\_\_\_\_ Grantor Telephone # \_\_\_\_\_

### Plan Details:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

### **XXX. DEBT TO PROGRAM**

#### **REFERENCE:**

Business Enterprise Program Policy and Procedures

#### **POLICY:**

Effective January 1, 2009 any vendor who owes money to the program will have 100% of their settlement payment deducted from their settlement each month until they have completely paid back their debt to the program.

#### **Definition of Debt to the Program:**

- An operating loss of the facility for the settlement month.
- An audit of your Operating Cash Loan XV11 (a) and the operating cash is short. (Exception to this rule would be operating cash loan authorized by policy # XVII Operating Cash Loan)
- Any other advances of funds from SLA.

#### **PROCEDURE:**

The GA Cooperative Services for the Blind, Inc. (Co-op) will notify the Counselor about the debt (the amount and when it is to be deducted). The Counselor will then get in touch with the Vendor to explain how and when the debt is to be taken from their settlement.

## **XXXI. VENDORS ATTENDING CONFERENCES**

### **REFERENCE:**

Business Enterprise Program Policy and Procedures

### **POLICY:**

As of October, 2008 any Vendor attending a conference paid for by the CBV will not be reimbursed for their expenses for the conference until they have submitted a written report describing the conference and submit the report to the committee.

### **PROCEDURE:**

The Committee of Blind Vendors will elect at the CBV meeting each Vendor that will be approved to attend a conference at the committee's expense. After returning from the conference, the Vendor must submit a written report detailing conference content to the CBV before they will be reimbursed their expenses for the trip.

**XXXII. TRAINEE IN ACTIVE STATUS, UNEMPLOYED LICENSED VENDOR AND FACILITY OPERATED ON AN INTERIM BASIS**

**REFERENCE:**

Business Enterprise Program Policy and Procedures

**POLICY:**

If a trainee has been inactive for a period of two years, the trainee must go through training again.

If a trainee is active in terms of “successfully” running or working in a facility, which would include working at least 30 days in a 12 month period from completion of training, the two year period would be considered active and the trainee would be eligible to interview for jobs in the program. After the two year active period, the trainee would be eligible to interview if they have continued to work at least 30 days a year until they obtain a location.

When a facility must be operated on an interim basis, when feasible, priority may be given to a licensed vendor or a trainee who has “successfully” completed the training program who is not working at the time. It is recommended that the trainee/vendor be paid as a Relief Operator with a Temporary Agreement of Operations, if feasible. This will offer opportunities to trainees and unemployed licensed vendors to remain active in the BE program.



### **XXXIII. Re-Certification of Eligibility for Licensure And Eye Re-certification Form**

#### **REFERENCE:**

Rules and Regulation of the Business Enterprise Program. Approved by the Committee of Blind Vendors on May 10, 2000. Effective July 1, 2000. Updated July 13, 2011.

#### **POLICY:**

Licensed Blind Vendors shall be re-certified every five (5) years as meeting the definition of blind in accordance with the Randolph-Sheppard Act.

#### **PROCEDURE:**

1. The Business Enterprise Program (BEP) Counselor shall provide each Licensed Blind Vendor (Vendor) with a "Re-Certification of Blindness" form in each year ending in "0" and "5".  
Example; year 2000 and 2005.
2. The BEP Counselor shall advise the Vendor that the Vendor is responsible for having the "Re-Certification of Blindness" form completed and signed by a physician skilled in diseases of the eye, or an optometrist.
3. The BEP Counselor shall advise the Vendor that the Vendor is responsible for re-certification costs.
4. The BEP Counselor shall advise the Vendor that the Vendor should instruct the physician or optometrist to submit the completed "Re-Certification of Blindness" form in the Vendor's file.
5. The BEP Counselor shall maintain the original of the "Re-Certification of Blindness" form in the Vendor's file.
6. Vendors who do not comply with the requirement to submit evidence of re- certification shall:
  - (a) receive a Notice of Non-Compliance from the Business Enterprise Program Counselor advising them that they have not provided evidence that they continue to meet the eligibility requirement, (definition of Blind at 34 CFR 395.1) (c)), under the Randolph-Sheppard Act, for licensure and participation in the Business Enterprise Program; and without documentation of eligibility for the Business Enterprise Program, they are in jeopardy of having their License suspended or terminated; and
  - (b) the State Licensing Agency shall take action in accordance with the Rules and Regulations and Policy and Procedures of the Business Enterprise Program, to suspend the Vendor's Agreement of Operation for the period of time it takes the Vendor to provide the required evidence that he/she meets the definition of blindness. The State Licensing Agency shall allow the Vendor a ten (10) day grace period to submit re-certification documentation. When the grace period has expired, if the Vendor has not provided evidence of re-certification, or has provided evidence that he/she no longer meets the definition of blind, the State Licensing Agency shall take action to revoke the license of the Vendor in accordance with the Rules and Regulations and Policy and Procedures of the Business Enterprise Program.

7. Any Vendor who submits evidence that he/she no longer meets the definition of blind shall receive a letter from the Business Enterprise Program Counselor advising him/her that he/she no longer meets the definition of blind in accordance with 34 CFR 395.1 (c)), and therefore are no longer eligible for participation in the Business Enterprise Program. The letter shall include potential options for the Vendor to consider in addressing their current situation. The Business Enterprise Program Counselor shall assist in developing a transition plan with the Vendor and the Vendor's representative from the Committee of Blind Vendors. The following options shall be listed, at a minimum, and considered in developing a transition plan:
  - (a) Re-applying for job placement services through Vocational Rehabilitation Services;
  - (b) Continuation at the current Vending Facility location as a Temporary Relief Operator, pending completion of a transition plan;
  - (c) Further medical evaluation to ensure that the Vendor's vision is likely to remain stable;
  - (d) Application to the Social Security Administration for disability benefits;
  - (e) Application to other community programs for assistance as necessary to provide immediate services to allow the Vendor to remain independent.
8. Following development and implementation of the transition plan, the State Licensing Agency shall take action to revoke the license of the Vendor in accordance with Rules and Regulations and Policy and Procedures of the Business Enterprise Program.

# GEORGIA DEPARTMENT OF LABOR

## REHABILITATION SERVICES – BUSINESS ENTERPRISE PROGRAM

5238 Royal Woods Parkway, Suite 200, Tucker, Georgia 30084-3079

770) 724-6590 (770) 724-6598 Fax

MARK BUTLER  
COMMISSIONER

RAJAUNNDA D GANDY  
DIRECTOR

### VISION CERTIFICATION

**To Examining Doctor:** Please complete all three pages of this form, and have the person requesting the exam print and sign their name below in your presence.

Name of Person Receiving Examination:

\_\_\_\_\_  
(Please Print)

\_\_\_\_\_  
(Signature)

Report on visual Examination:

Without Corrective Lenses	20/ _____	20/ _____	20/ _____
With Corrective Lenses	20/ _____	20/ _____	20/ _____

Fields-Horizontal Perception	_____	_____	_____
---------------------------------	-------	-------	-------

Additional Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are corrective lenses needed for distant vision? \_\_\_\_\_ For near vision? \_\_\_\_\_

Is there any double vision?

\_\_\_\_\_

If so, is it corrected with glasses or other treatment?

\_\_\_\_\_

Any evidence of eye disease or injury? \_\_\_\_\_ If so, describe: \_\_\_\_\_

Any difficulty in seeing in dim light or at night?

In your opinion, does this person have sufficient vision to operate a motor vehicle safely?

\_\_\_\_\_ If yes, should there be any restriction imposed? \_\_\_\_\_

If so, what restrictions?: \_\_\_\_\_

Have you determined that the person you have examined has:

- (1) Not more than 20/200 central visual acuity in the better eye with correcting lenses, or

YES \_\_\_\_\_ Initial \_\_\_\_\_ NO \_\_\_\_\_ Initial \_\_\_\_\_

- (2) An equally disabling loss of the visual field as evidenced by a limitation to the field of vision in the better eye to such a degree that its widest diameter subtends an angle of no greater than 20 degrees.

YES \_\_\_\_\_ Initial \_\_\_\_\_ NO \_\_\_\_\_ Initial \_\_\_\_\_

Have you determined that the person you have examined has:

- (1) Permanent blindness ?

YES \_\_\_\_\_ Initial \_\_\_\_\_ NO \_\_\_\_\_ Initial \_\_\_\_\_

**CERTIFICATION OF VISION SPECIALIST**

I,

\_\_\_\_\_

being licensed to practice in the State of Georgia, certify that I personally examined the vision of (patient)

\_\_\_\_\_

and that a true record of this examination appears on this report and that he/she signed this form in my presence.

Signature of Examining Doctor:

\_\_\_\_\_

Printed Name of Examining Doctor:

\_\_\_\_\_

Business Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Phone:

\_\_\_\_\_

DEA#:

\_\_\_\_\_

DATE:

\_\_\_\_\_

**XXXIV. PAYMENT FOR AN OPERATOR UNDER A TEMPORARY AGREEMENT OF OPERATIONS**

**REFERENCE:**

Rules and Regulations of the Business Enterprise Program. Approved by the Committee of Blind Vendors on July 21, 2011.

**POLICY:**

An unassigned licensed blind vendor (vendor does not have a permanent location) or a license candidate will be compensated 75% of settlement instead of 100%. The unassigned vendor or license candidate will not pay an additional 12% set-aside of settlement. The unassigned vendor or licensee candidate will be issued a Temporary Agreement of Operations.

Anyone outside the program (meaning not a licensed blind vendor or a licensee candidate) that operates a location under a Temporary Agreement of Operations as a Relief Operator will be paid an hourly salary.

**REFERENCE:**

The SLA accepts the CBV's recommendations that vendor managers be the sole owners of the keys and locks to vending machines as of July 24, 2013.

**POLICY:**

- Vendors will be provided all their start-up keys and locks from the SLA.
- Vendors will sign an SLA form (see attached) assuming ownership of keys and locks will be stored with the BEP Equipment Coordinator/Counselor.
- When vendors leave or are promoted to different locations, the keys and locks travel with the assigned vendor.
- Any loss of locks and keys will be at the sole expense of the licensed vendor manager.
- Should the SLA need to access a vendor's machines and cannot reach the vendor, all costs associated with drilling into the machines will be those of the assigned vendor manager.

Georgia Vocational Rehabilitation Agency  
BUSINESS ENTERPRISE PROGRAM

**Vendor Manager Receipt of Keys/Locks**

I, \_\_\_\_\_ acknowledge receipt of \_\_\_\_\_ # of  
\_\_\_\_\_ keys and \_\_\_\_\_ # of \_\_\_\_\_ locks from the GVRA  
BEP Equipment Coordinator.

My signature confirms my understanding of the following:

-Vendor Managers are the sole owners of the keys and locks assigned to my vending machines

-Vendors will be provided all their start-up keys and locks from the SLA

-Vendors will sign an SLA form assuming ownership of keys and locks that will be stored with the BEP Equipment Coordinator/Counselor

-When vendors leave or are promoted to different locations, the keys and locks travel with the assigned vendor

-Any loss of locks and keys will be at the sole expense of the licensed vendor manager

-Should the SLA need to access a vendor's machines and cannot reach the vendor, all costs associated with drilling into the machines will be those of the assigned vendor manager

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
BEP Signature

\_\_\_\_\_  
Date



## **XXXVI. VENDORS AND LICENSEE CANDIDATES LOCATING NEW LOCATIONS**

### **REFERENCE:**

As of July 10, 2014, the SLA accepts the CBV's recommendation that blind vendors as well as licensee candidates may actively locate new locations.

### **POLICY:**

All licensed blind vendors, as well as licensee candidates may actively seek new locations for the purpose of program growth or individual facility enhancements. The prospective location shall not be in federal facilities where Randolph Sheppard priority is already observed; such locations are reserved for assignment per the GA BEP policy and procedures.

Any new potential facilities, add-ons or attachments must be in the same BEP region the vendor is currently assigned to via their BEP Counselor. (All Atlanta metro vendors will make up one region while the South Georgia regions will be assigned per BE Counselor).

Whomever the licensee or vendor is that finds a potential location he/she will accompany the SLA representative when meeting with the building grantor or point of contact.

The SLA shall maintain final approval and/or disapproval of all such vendor recruited-locations. All such locations developed and approved in this manner shall become a permanent part of the overall assigned facility and is non-transferrable. The SLA reserves the right to reassign, close or offer facility for job announcement based on its criteria, policy and procedures and rules and regulations.

Vendors/Licensee candidates seeking to obtain new additions must be in good standing. A vendor recruited site that fails to meet all of the above criteria will be offered to other vendors pursuant to the general rules.

## XXXVII. ACTIVATION AND INSTALLATION OF TELEMETRY AND ACCOUNTABILITY MEASURES

### REFERENCE:

Business Enterprise Program Policy and Procedures

### POLICY:

1. The iPad, Square Register, USA Technology or any other accountability process is mandated statewide for facilities that require it. The GA BEP will no longer allow dry drawers unless written permission is given by the SLA Director.
2. The BEP Equipment Coordinator or BEP Warehouse Associate will assign USA Technology device serial numbers to a vending facility, and key the serial numbers into the USA Technology website.  
**NOTE: USA Technology devices will not be removed from the BEP warehouse without notifying the BEP Warehouse Associate or BEP Equipment Coordinator.**
3. After installation, the BEP Counselor will enter the device information on a spreadsheet and forward it to the BEP Warehouse Associate and BEP Equipment Coordinator **no later than** the following business day after installation.
4. The BEP Warehouse Associate will enter the device information in the USA Technology website and email USA Technology Customer Service to activate the device as cash only or both (cash and credit card). The BEP Warehouse Associate will be responsible for monitoring device fee charges.
5. The BEP Warehouse Associate will check all devices to ensure 2-tier cash and credit devices are working appropriately within 3 to 5 days in the USA Live Website at ([usalive.usatech.com](http://usalive.usatech.com)).
6. BEP Counselors will notify the BEP Warehouse Associate when devices are removed from vending facilities, vending equipment, or when swapping out vending equipment that have devices to ensure USA Technology is updated with the most current information.
7. USA Technology device issues shall be reported to the BEP Warehouse Associate. The BEP Warehouse Associate and BEP Equipment Coordinator will be the primary communicators with USA Technology Customer Service.

***\*The BEP will pay for the first (6) six months of the monthly service fees after the first charge is made. At the end of the (6) six months the service fees will be the Vendors responsibility. The Coop will be responsible for keeping up with the six months and notifying the Vendor when he/she will be charged for the monthly service fees.***

## XXXVIII. Vendor Assistance Loan

### **REFERENCE:**

Business Enterprise Program Policy and Procedures. The Committee of Blind Vendors voted to support this policy on January 29, 2016, with an effective date of January 1, 2015. Revisions accepted August 11, 2016

### **Policy:**

The Georgia Business Enterprise Program "Vendor Assistance Loan" has been enacted to allow for Licensed Blind Vendors of the State of Georgia to use funds from vendor-set aside funds to financially assist Licensed Blind Vendors who are impacted by temporary facility closures for a period of thirty (30) consecutive days or more due to no fault of their own. Eligible Licensed Vendors can elect to receive up to 75% of lost income, paid on a monthly basis. Income will be calculated using the previous year's 1099. That number will be divided by 12 and the vendors elected amount (up to 75%) will be paid for the vendors elected amount of time (up to 6 months). The vendor will have 36 months to repay the vendor assistance loan payments after returning to work. Repayment will be taken out of the vendors' monthly settlement. The vendor will be required to sign the Vendor Assistance Loan Repayment form before participating. The Vendor Assistance Loan is through voluntary participation and is retroactive to January 1, 2015.

### **Procedures:**

The Licensed Vendor can elect to request the Vendor Assistance Loan by submitting a written request to the State Licensing Agency (SLA).

1. Upon receiving the Vendors request for the Vendor Assistance Loan, the SLA will provide the Licensed Vendor with a Vendor Assistance Loan Repayment form to sign.
2. The Vendor will have the option to receive vendor assistance for a period not to exceed six (6) months during the temporary closure of the facility.
3. The monthly vendor assistance payment will be calculated using the Licensed Vendors previous year 1099 earnings, divided by 12.
4. The Licensed Vendor will have the option to receive up to 75% of previous year's income on a monthly basis for a period not to exceed six (6) months during the temporary closure of the facility.
5. The State Licensing Agency shall provide the Licensed Vendor with a copy of the signed Vendor Assistance Loan Repayment form and forward an executed copy of the Vendor Assistance Repayment Loan form to the Georgia Cooperative Services for the Blind, Inc. (Co-op) for processing monthly vendor assistance payments.
6. Licensed Vendors shall have a maximum of thirty-six (36) months to pay back the vendor assistance loan after returning to work. Vendor Assistance repayments shall be paid using one of the following methods:
  - a. one lump sum payment made by money order; or
  - b. monthly installments made by deduction from the vendors settlement in accordance to the repayment amount set forth by the Vendor Assistance Repayment form

**Note: The Georgia Cooperative for the Blind, Inc. will withdraw the first vendor assistance repayment from the vendors first full month's settlement after returning back to work.**

7. If a Licensed Vendor assistance repayment amount is increased due to another closure, the Vendor Assistance Loan Repayment form will be amended to reflect the adjustment and the appropriate changes in the repayment plan.

**Note: In the event a vendor has a second facility closure or have a different facility close that meet the previously stated criteria, the Licensed Blind Vendor and SLA would execute a new Vendor Assistance Loan Repayment form. After the facility is reopened, the vendor would restart a new 36 months repayment schedule with the balance of the previous loan added to the balance of the new loan.**

8. If a vendor has previously elected to receive less than the maximum qualified amount, and their facility closure is longer than the expected time, the vendor can submit a one (1) time request to receive the difference of what they previously received up to the qualified maximum amount (75% of previous year's income) in a lump sum. The Vendor Assistance Loan Repayment form will be amended to include the total amount the vendor has received and repayment details.

9. The SLA shall be responsible for monitoring facility closures, and will notify the GA Co-op with the necessary updates.

**\*\*\*\*\*Any other person operating a Georgia Business Enterprise Program facility (temporary or Provisional) who wishes to request a "Vendor Assistance Loan" must submit a written request to the State Licensing Agency. After receiving the request, the SLA and a designee from the Committee of Blind Vendors will review the request and make a decision of eligibility. \*\*\*\*\***

Policy and Procedures  
Vendor Assistance Plan  
Policy was supported by the CBV 01/29/2016  
Policy effective 01/01/2015  
Revised and approved by SLA & CBV: 08/11/2016  
Approved by RSA: 06/02/2016

# Vendor Assistance Loan Repayment Form

## Vendor Assistance Loan Repayment Agreement

I, \_\_\_\_\_, elect to participate in the Georgia Business Enterprise Program Vendor Assistance Loan Plan. I understand that I can elect to receive up to 75% of my previous year's wages on a monthly basis for a period not to exceed six (6) months during the temporary closure of the facility. I understand that my wages will be calculated using my previous year's 1099. That number will be divided by 12, and up to 75% of this number will be paid on a monthly basis for up to 6 months. I understand that I will have 36 months to repay the vendor assistance loan payments after returning to work.

Vending Facility # \_\_\_\_\_ Closure Date: \_\_\_\_\_

Previous year's 1099 amount \$ \_\_\_\_\_ / 12 = \_\_\_\_\_

I elect to receive \_\_\_\_\_ % of \$ \_\_\_\_\_ for a monthly payment of \$ \_\_\_\_\_.

I elect to receive the payments for \_\_\_\_\_ months (not to exceed 6 months).

I agree to repay the Vendor Assistance Loan in the amount of \$ \_\_\_\_\_ by allowing the Georgia Cooperative Services for the Blind, Inc. to:

1. Deduct \$ \_\_\_\_\_ per month from my settlement for \_\_\_\_\_ months (repayment plan shall not exceed a total of thirty-six (36) months).
2. Pay one lump sum payment of \$ \_\_\_\_\_.

**Note:** The Georgia Cooperative for the Blind, Inc. will withdraw the first vendor assistance repayment from the vendors first full months settlement after returning back to work. Failure to comply with the terms of this form will constitute the vendor no longer being in good standing.

\_\_\_\_\_  
Licensed Blind Vendor/Provisional /Candidate Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed/Type Name Licensed Blind Vendor/Provisional/Candidate

\_\_\_\_\_  
Counselor Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed/Type Counselor

# Amended Vendor Assistance Loan Repayment Form

## Vendor Assistance Loan Repayment Agreement

I understand that this is a one (1) time amendment to the Vendor Assistance Loan Repayment Form dated \_\_\_\_\_, and that I can elect to receive up to 75% of my previous year's wages on a monthly basis for a period not to exceed six (6) months during the temporary closure of the facility. I understand that my wages will be calculated using my previous year's 1099. That number will be divided by 12 and I will be paid this amount on a monthly basis for up to 6 months. I understand that I will have 36 months to repay the vendor assistance loan payments after returning to work.

Previous year's 1099 amount \$ \_\_\_\_\_ / 12 = \$ \_\_\_\_\_.

### **Revised Calculations:**

I elect to receive \_\_\_\_\_ % of \$ \_\_\_\_\_ for a monthly payment of \$ \_\_\_\_\_.

I elect to receive the payments for \_\_\_\_\_ months (not to exceed 6 months), for a total amount of \$ \_\_\_\_\_.

I acknowledge that I have previously received \$ \_\_\_\_\_, and will receive the difference of \$ \_\_\_\_\_.

I agree to repay the Vendor Assistance Loan in the amount of \$ \_\_\_\_\_ by allowing the Georgia Cooperative Services for the Blind, Inc. to:

1. Deduct \$ \_\_\_\_\_ per month from my settlement for \_\_\_\_\_ months beginning on (repayment plan shall not exceed a total of thirty-six (36) months).

2. Pay one lump sum payment of \$ \_\_\_\_\_.

**Note: The Georgia Cooperative for the Blind, Inc. will withdraw the first vendor assistance repayment from the vendors first full month's settlement after returning back to work. Failure to comply with the terms of this form will constitute the vendor no longer being in good standing.**

\_\_\_\_\_  
Printed/Type Name of Licensed Blind Vendor/Provisional Candidate

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Licensed Blind Vendor/Provisional Blind Vendor Candidate Signature

\_\_\_\_\_  
Printed/Type Counselor Name

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Counselor Signature

## XXXIX. Travel Policy

### **REFERENCE:**

Business Enterprise Program Policy and Procedures.

### **POLICY:**

The State Licensing Agency (SLA) reimburses vendors for reasonable and necessary expenses incurred in connection with approved travel on behalf of the Program. A necessary expense is one for which there exists a clear business purpose.

This policy is intended to be a guideline for the planning and reimbursement of all approved travel expenses. Under no circumstances should a vendor approve his/her own expense report. The SLA will not reimburse for personal expenses.

Expenses that do not comply with this Travel Policy guideline will be the obligation of the vendor that incurred the expense. Travel expenses should be submitted no later than 30 calendar days after completion of the trip or event. Expenses submitted in excess of 60 calendar days may not be reimbursed. Per Policy and Procedures **XXXI. Vendors Attending Conferences**, the Committee of Blind Vendors (CBV) will elect at the CBV meeting each vendor that will be approved to attend a conference on behalf of the Program. After returning from the conference, the Vendor must submit a written report detailing conference content before they will be reimbursed for their expenses.

Required receipts must be attached to the expense report. Receipts must contain appropriate detail, including starting and ending destinations, hotel charges, and detailed item charges. A member of SLA management must approve these reports.

### **PROCEDURES**

#### **A) Pre-Trip Authorization**

Pre-Trip Authorization by a member of SLA management is required before any reservations can be made for travel. Requests for pre-trip authorization should be submitted to the BEP Administrative Operations Coordinator and will then be forwarded to the appropriate member of management.

#### **B) Approvals**

A member of SLA management must approve all travel expense reports before reimbursement will be issued to ensure transactions are consistent with budgetary guidelines in keeping with proper fiscal stewardship. Counselors must approve all requests for travel related helper relief pay. Completed expense reports along with the required written report may be submitted to the Co-op Payroll Specialist and will be forwarded to the SLA for approval. Expense reports will be returned to the Co-op for processing once approved. Helper relief pay may be submitted directly to the counselor and will be forwarded to the Co-op Payroll Specialist for processing once approved.

Should expenses not meet approval guidelines, the expense approver may deny the expense. Denied expenses will be considered a personal expense to the Vendor and will be processed as a reduction in the

Vendor's reimbursement due.

### C) Air Travel

Travel arrangements must be made to accommodate the business duties of the Vendor and not personal preference. Vendors on official Program business should always select the lowest priced airfare that meets their approved most logical itinerary. Vendors are expected to use their best judgment to save on airfare cost, considering points of departure and destination, flight times and schedules, etc. Business and first class tickets are not reimbursable.

Vendors on official Program business may open and maintain frequent flyer/guest accounts with airlines, hotels, car rental companies, and other travel suppliers. The cost of these memberships is the responsibility of the Vendor and will not be reimbursed by the SLA.

Once travel dates have been confirmed, all flights should be booked at least 14 days in advance, when practical. Flights booked with less than 14 days advanced purchase are more expensive and require that a written explanation for the booking delay be provided to the approver.

**It is the Vendor's responsibility to closely examine the cancellation/exchange rules and fees before purchasing a ticket. Unused tickets that are not used prior to their expiration lose their value. It is the Vendor's responsibility to use airline credits prior to expiration.**

Most airlines are now charging for checked luggage and for curbside check-in. In the event there is a charge for checking the Vendor's first piece of luggage, the SLA will reimburse for that charge. If there is no charge for the first piece of luggage, the SLA will not reimburse for additional pieces of checked luggage unless an appropriate business purpose explanation is provided. Baggage charges incurred for excess weight will not be reimbursed, unless an appropriate business purpose explanation is provided. The SLA will not reimburse any checked baggage fees in excess of \$25.00. All Vendors must submit separate airfare receipts.

### D) Ground Transportation

The most cost-effective method of transportation that will accomplish the purpose of the travel should be selected. In some areas, public transportation (e.g., taxis, shuttles, or mass transit) may be the more economical alternative.

Reimbursement for business use of a personally-owned vehicle is calculated per mile based on the current State reimbursement rate. The standard per-mile reimbursement rate includes gas, oil, repairs and maintenance, tires, insurance, registration fees, licenses, and depreciation attributable to the business miles driven. If you request reimbursement for mileage, you will not be reimbursed separately for those costs. Tolls and reasonable parking charges incurred while on official Program business will be reimbursed, in addition to the mileage allowance.

The most reasonable and customary means of transportation should be used when traveling. The SLA will reimburse for shuttle or taxi fares to and from airports and railroad stations when such service is not included in air and rail fares, and where public transportation is not practical. Taxi, Lyft and Uber fares between business meetings while on travel status are reimbursable.

### E) Lodging

The Vendor should select the least expensive option available taking into consideration proximity to the business destination and personal safety. When the hotel is the conference or convention site, reimbursement will be limited to the conference rate, if available. Vendors are only allowed lodging expenses when their destination is located more than 25 miles from their residence (with the exception of CBV meetings). Reasonable lodging expenses are reimbursed at actual cost.

All lodging claims must be documented with receipts and must be at a business that offers lodging to the



general public, such as a hotel or motel, and not a private residence. All Vendors must submit separate lodging receipts.

Upgraded room accommodations that incur at an additional charge are not allowed. Mandatory resort fees are reimbursable as lodging expenses. Vendors should not book nonrefundable rates or rates that require a deposit unless required by conference lodging. It is the Vendor's responsibility to understand the cancellation rules of the room confirmed.

Vendors who stay at a hotel that is holding a scheduled meeting or seminar may incur lodging expenses that exceed the rates generally considered reasonable. The higher cost may be justified to avoid excessive transportation costs between a lower cost hotel and the location of the meeting. When the conference does not have an official hotel, the Vendor is required to obtain a property within reasonable proximity to the conference.

#### **F) Meal Expenses**

Generally, meals are reimbursable on a per diem basis (not actual expenses) for overnight official Program business travel outside the Vendor's primary work station. Vendors will be paid a per diem amount designed to cover the cost of meals (including taxes and tips). Per Diem expenses do not require receipts to be provided. The per diem for In-State Program business travel will be \$50.00 per day. Out of State per diem for Program business travel will be \$75.00 per day.

#### **G) Payment Method**

Vendors are expected to exercise good stewardship of funds when traveling on official Program business. Any expenditure disallowed by the SLA is the responsibility of the Vendor. Vendors should submit all expenses for reimbursement and reconciliation no later than 30 calendar days after completion of the trip or event.

Vendors are responsible for ensuring that expenses claimed in the travel expense report are proper, accurate, and incurred for official Program business. Per Policy and Procedures **I. Types of Corrective Action**, any Vendor who knowingly presents a false or fraudulent claim could be subject to corrective action.

Reimbursement for travel expenses will be made by the Co-op via check.

#### **H) Receipts**

Receipts are required to be submitted with the travel expense report. Vendors must always obtain receipts, except when per diem travel allowances are claimed. Itemized receipts should include: name and address of the vendor, date of service, description of goods/services, amount paid for each individual item.

#### **I) Personal Expenses**

Reimbursement of personal expenses shall not be authorized for payment at any time.

## XL. Fair Minimum Return

### **REFERENCE:**

Business Enterprise Program Policy and Procedures. The Committee of Blind Vendors voted to support this policy on January 21, 2021 with an effective date of December 01, 2020.

### **POLICY:**

The Fair Minimum Return (FMR) policy is established to provide short-term relief to Licensed Blind Vendors currently under an operating agreement with BEP who, due to an emergency or extenuating circumstance, are temporarily out of work or operating below the minimum amount of monthly income established by the SLA.

The FMR rate used by the SLA under this policy shall be established and reviewed annually with active participation of the Committee of Blind Vendors (CBV).

Distribution of any funds under this policy shall be subject to availability of funds.

The current FMR rate is **\$1,350.00/month**.

### **PROCEDURE**

1. This policy shall be implemented by the SLA; following consultation with the CBV, upon the determination that an emergency or other extenuating circumstance exists that will impact the ability for licensed blind vendors to earn the established fair minimum income. The SLA shall set the period of time in which this policy shall remain in effect, not to exceed twelve (12) months from implementation, and may renew the policy after evaluating the emergency or other extenuating circumstances warranting implementation, including the availability of funds.
2. Eligibility: Licensed Blind Vendors who are currently under an operating agreement with monthly net income earnings less than \$1,350.00 during the period of implementation may be eligible to receive the FMR. These vendors will be automatically evaluated for an FMR payment not to exceed \$1,350.00 per accounting month.
3. Payments: Fair Minimum Return payments will be calculated by deducting the blind vendors total net income for the month from the FRM Rate:  
{\$1,350.00 current FMR rate  
- Licensed Blind Vendor's net income  
= FMR payment}  
The difference will be paid to the Licensed Blind Vendor on the next month pay period.