

**ARKANSAS REHABILITATION SERVICES**  
**ASSESSMENT FOR DETERMINING PRIORITY CATEGORY FOR**  
**SERVICES**

NAME: \_\_\_\_\_ SSN \_\_\_\_\_  
                    (LAST)                      (FIRST)                      (MI)

1. This individual has one or more impairments that are considered significant:  

☐ Yes                      ☐ No
2. As a result of these impairments, the individual is significantly limited from maintaining or achieving employment due to chronic loss in the following capacity areas (as described and defined):

**MOBILITY**

- ☐ Regularly requires any of the following to get around in the community:  
Modifications, adaptive technology, accommodations, and assistance from others
- ☐ Range of travel is severely limited due to a cognitive and/or physical impairment
- ☐ Unable to use upper and/or lower extremities

**SELF DIRECTION**

- ☐ Requires supervision on a frequent or ongoing basis to begin and carry through with goals and plans, perform job tasks, monitor own behavior or make decisions
- ☐ Highly distractible/short attention span/severe difficulty concentrating on work/difficulty shifting focus
- ☐ Unable to work independently
- ☐ Unable to provide informed consent for life issues without assistance of a court appointed legal representative or guardian
- ☐ Unaware of consequences of behavior

**SELF CAE**

- ☐ Places self and/or others at risk due to poor decision-making/reasoning, or judgment
- ☐ Requires extra attention or monitoring to prevent accident or injury
- ☐ Unable to perform normal activities of daily living, such as hygiene care and cooking and/or perform normal instrumental activities of daily living, such as shopping and money management
- Unable to use upper extremities.
- Unable to control and coordinate fine and/or gross motor movements such as button buttons, wind watch, et.

**INTERPERSONAL SKILLS**

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- ☐ Has not acquired cultural or age appropriate social skills, which will impede employer/co-worker interaction
- ☐ Work history includes recent negative references, firings, multiple short-term jobs or other evidence of work adjustment problems due to disability.
- ☐ Social isolation, withdrawal, or rejection by co-workers

### COMMUNICATION

- ☐ Unable to participate in conversation without accommodation or assistive technology (Video/visual, language board, interpreter, TTY, written aids, real-time captioning, etc.)
- ☐ Unable to understand telephone conversation even with amplification, including tactile or visually enhanced sign systems
- ☐ Expressive and receptive primary mode of communication is unintelligible to non-family members or general public
- ☐ Unable to access printed/visual information without assistive technology and/or accommodation

### WORK TOLERANCE

- ☐ Requires frequent or extended periods of time from work due to necessary treatments or medical problems.
- ☐ Unable to climb a flight of stairs or walk 100 yards on level surface without pause
- ☐ Unable to lift 20 pounds (occasionally) or carry more than 10 pounds (frequently)
- ☐ Requires modification, adaptive technology and/or accommodations not typically required for others in terms of capacity or endurance (i.e. extra work periods, shorter workday or week, adjustments in starting and quitting times)
- ☐ Unable to sit/stand for more than two hours
- ☐ Unable to perform tasks at a competitive work pace

### WORK SKILLS

- ☐ Unable to obtain or maintain employment usually available to persons of equivalent age and education
- ☐ Have few general skills, which could be readily used in a job, existing in the economy and/or job specific skills are largely unusable due to disability or other factors.
- ☐ Requires accommodation or rehabilitation technology to participate in training to develop work skills
  - Below the 5<sup>th</sup> grade level in reading or written expression
  - Unable to perform tasks or job duties that require executive level functioning. (i.e. flexible thinking, working memory, self-monitoring, planning and prioritizing, task initiation, organization, etc.)

**Are multiple services over an extended period of time expected:** ☐ Yes ☐ No

**Category**

**This individual meets the criteria for Priority for Services:**

☐ I ☐ II ☐ III

☐ Status 10

☐ Status 04

(Please check appropriate box)

\_\_\_\_\_

Dear

When you applied for Rehabilitation Services, I explained Order of Selection. This means that individuals who are most significantly disabled will receive priority for paid-for services. Based upon medical, psychological, and/or mental health information obtained and a review of your rehabilitation potential, you are eligible and are being placed in:

- ☐ Category I (Most Significantly Disabled)
- ☐ Category II (Significantly Disabled)
- ☐ Category III (Non- Significantly Disabled)

If you are listed in Category I or II, you should keep this letter for your records and contact me immediately to plan your Rehabilitation Program.

If you are listed in Category III, you must choose to (check one):

- ☐ Assistance with referral to other workforce investment programs/benefits
- ☐ Be placed on a deferred services list until more funds are available
- ☐ Request that your case be closed

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

Only return this letter if you are placed in Category III. You should contact me immediately of your decision or if you do not understand this letter.

If you are not satisfied with your category placement, you may request an administrative review. Your request must be in writing within 30 days of the date of this letter to:

Sincerely,

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Date

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Date

## **DUE PROCESS FORMS**

**Request for Administrative Review**

**Request for Mediation**

**Request for an Impartial Hearing**

**Agreement to Mediate**

**Cancellation of Due Process Review**

**Final Mediation Agreement**

**Mediation Scheduling**

**Consumer Information on Mediation**

**Mediator Guidelines**

**ARS Mediation Feedback Survey**

**ARKANSAS REHABILITATION SERVICES  
REQUEST FOR ADMINISTRATIVE REVIEW**

Name \_\_\_\_\_

Social Security \_\_\_\_\_

Counselor \_\_\_\_\_

Please describe the counselor's determination(s) that you are asking to review:

I have been advised that I can seek assistance from the Client Assistance Program.

Disability Rights Arkansas  
400 West Capitol, Suite 1200  
Little Rock, AR 72201  
Telephone: (501) 296-1775  
1-800-482-1174

\_\_\_\_\_  
Applicant/Client/Guardian

\_\_\_\_\_  
Date

## **ARKANSAS REHABILITATION SERVICES REQUEST FOR MEDIATION**

Name \_\_\_\_\_

Social Security \_\_\_\_\_

Counselor \_\_\_\_\_

Please describe the issue(s) you would like the mediator to address:

I have been advised that I can seek assistance from the Client Assistance Program.

Disability Rights Arkansas  
400 West Capitol, Suite 1200  
Little Rock, AR 72201  
Telephone: (501) 296-1775  
1-800-482-1174

\_\_\_\_\_

Applicant/Client/Guardian

Date

**ARKANSAS REHABILITATION SERVICES  
REQUEST FOR AN IMPARTIAL HEARING**

Name \_\_\_\_\_

Social Security \_\_\_\_\_

Counselor \_\_\_\_\_

Please describe the counselor's determination(s) that you are asking to review:

I have been advised that I can seek assistance from the Client Assistance Program.

Disability Rights Arkansas  
400 West Capitol, Suite 1200  
Little Rock, AR 72201  
Telephone: (501) 296-1775  
1-800-482-1174

\_\_\_\_\_  
Applicant/Client/Guardian

\_\_\_\_\_  
Date



## **ARKANSAS REHABILITATION SERVICES AGREEMENT TO MEDIATE**

This is an agreement between the Parties/their representatives, Arkansas Rehabilitation Services (ARS) and \_\_\_\_\_, and mediator \_\_\_\_\_. This agreement governs the terms and conditions of the mediation and describes the process of mediation to be used by ARS, the applicant/client and the mediator in attempting to resolve the dispute regarding \_\_\_\_\_. The Parties voluntarily consent to participate in a good faith effort for mediating their dispute to a resolution of this matter. The Parties understand that any party may withdraw from the mediation at any time by notifying the mediator and all other Parties. The Parties and mediator agree as follows:

### **THE MEDIATION PROCESS**

The mediator, who is qualified and knowledgeable in the area, will assist the Parties to resolve their dispute by helping them to communicate their needs and interests, to explore solutions and to reach an agreement satisfactory to both parties. The mediator will function as a neutral third party facilitator and will not decide the disputable issues or impose an agreement upon the Parties. The Parties understand the mediator is not going to act as an advocate or attorney for any party and each party has the right to have representation during the mediation. At the conclusion of the mediation session(s) the mediator will prepare a written mediation agreement for review and signature by all parties.

### **CONFIDENTIALITY**

The entire mediation process is confidential. The mediator agrees not to reveal any information conveyed by either party during private caucus sessions. The Parties, the mediator and all mediation participants agree not to disclose any information made by any Parties or their representatives, whether oral or written. This information includes, but is not limited to: offers, promises, statements made, or settlement terms made or rejected, evaluations regarding the parties, their good faith efforts, and in the case of mediation session being terminated before a resolution is achieved. No record (stenographic, written, electronic, video or otherwise) shall be made of the proceeding. The Parties will not introduce communications made during the mediation session as evidence in any administrative, civil, judicial or other forum. Each Party shall not subpoena the mediator, mediator assistants or mediator notes in any subsequent investigation, action or proceeding arising out of this mediation session. The Parties acknowledges they have read and agree to abide by the confidentiality regulations found in 34 CFR § 361.38 and other applicable laws or regulations.

### **DUTIES AND OBLIGATIONS**

When a settlement is reached, the Agreement shall be placed in writing. The Parties understand that no participant will be bound by anything said or done in mediation until there is a written settlement agreement is reached and executed (signed) by all Parties.

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Applicant/Client	Date
_____	_____
ARS Representative	Date
_____	_____
Mediator	Date
_____	_____
Other	Date
_____	_____
Other	Date

Representative	Date
_____	_____
ARS Representative	Date
_____	_____
Other (Define Relationship)	Date
_____	_____
Other	Date
_____	_____
Other	Date

## ARKANSAS REHABILITATION SERVICES CANCELLATION OF DUE PROCESS REVIEW

I am withdrawing my request for the following type of review:

\_\_\_\_\_Administrative Review with the District Manager

\_\_\_\_\_Mediation

\_\_\_\_\_Impartial Hearing

because my concerns with ARS have been successfully resolved through the following means:

\_\_\_\_\_Administrative Review with the District Manager

\_\_\_\_\_Mediation

\_\_\_\_\_Other \_\_\_\_\_

Or:

\_\_\_\_\_I am terminating my request for review without a resolution.

I understand that this withdrawal does not prevent me from requesting due-process review at a later date if I again have a dispute with ARS regarding my vocational rehabilitation program.

\_\_\_\_\_  
Applicant/Client

\_\_\_\_\_  
Date

\_\_\_\_\_

## FINAL MEDIATION AGREEMENT

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

Arkansas Rehabilitation Services (ARS) District Office: \_\_\_\_\_

Party Requesting Mediation: \_\_\_\_\_

In the matter of mediation between \_\_\_\_\_  
and Arkansas Rehabilitation Services a final agreement has been reached.

We, the parties in this mediation, having been informed of the objectives of the mediation, the voluntary nature of this mediation and having had the opportunity to discuss all relevant issues of concern have voluntarily agreed to:

This agreement constitutes a full and final mediation agreement as to all issues arising out of this matter. This Agreement does not constitute an admission of wrongdoing on the part of any party. If the consumer is not satisfied, s/he may pursue a hearing.

Applicant/Client or Representative (print and sign)

Date

Mediator

Date

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## MEDIATION SCHEDULING

DATE:

TO: Names and addresses of all participants

FROM: ARS

RE: Mediation Scheduled on (date and time)

This is to confirm your agreement to participate in a mediation session on (date and time) to discuss the issue(s) involving the people listed above. The length of each mediation session is different. Please plan to be at a mediation session for at least two hours. Under the standard practice, the mediators will first meet privately with each party. The parties should arrive at \_\_\_\_\_

\_\_\_\_\_

The mediation will take place at \_\_\_\_\_. The mediation session will be held in the conference room.

At the mediation you will be able to ask the mediator questions about how mediation works. The mediator will complete the enclosed form and you will be asked to sign it.

If you have any questions before the mediation session or if you are unable to attend the mediation session as scheduled, please call 501.296.1600.

\_\_\_\_\_

This PPD&E form will be provided to any consumer who requests Mediation.

## **CONSUMER INFORMATION ON MEDIATION**

**Q. What is mediation?** Mediation is an optional and voluntary process offered to clients of Arkansas Rehabilitation Services (ARS). It is a way to resolve concerns or disagreements about services and related issues. An impartial third party called a “mediator” helps you and your counselor to develop solutions and to reach an agreement.

**Q. Do I have to do it?** No and not every concern or disagreement should go to mediation. The law offers it as an option before going into an impartial hearing. You and your counselor must both agree to go to mediation. ARS sees it as a tool to solve concerns or disagreements that might not need to go to a hearing. Mediation is a proven way to resolve concerns or disagreements and improve the working relationships between individuals. It allows the client to have serious input into the options to settle the concern or disagreement.

**Q. Who pays for it?** Arkansas Rehabilitation Services

**Q. Where does it happen?** The client chooses a reasonable location.

**Q. What happens if I need accommodations for my disability to participate?** You must inform ARS of your need. If a disability accommodation is needed, ARS will assist in locating the services and for paying for it. For example, if the client needs a sign language interpreter, ARS can provide that need or pay for it.

**Q. Who can I bring?** You can bring someone to support you, a guardian, a representative, an advocate and witnesses. The advocate might be the Client Assistance Program (CAP) staff, a case manager, or a representative from a program you believe can help you to participate in the process. You have the right to bring witnesses. You also have a right to have legal counsel at your own expense.

**Q. How does it work?** You request mediation from your counselor or their supervisor. You must complete and sign a form for mediation. Both you and your counselor or ARS must agree to mediation. Once everyone agrees to mediate, you are given a list of mediators to choose from. If for some reason you do not want to choose, a mediator is randomly selected from the list. Once the mediator is selected, ARS will contact you and set up the day, time and location of the mediation session that will be convenient for everyone involved.

**Q. What do mediators actually do?** Mediators are trained to encourage open communication in a confidential setting. They assist the parties by facilitating the development of mutually-agreeable solutions to disagreements. Since there is no one method available to solve these concerns or disagreements, the mediator will be flexible in their approach to explore options and to respect the different individual personalities

involved in the session.

**Q. Is mediation confidential?** In most instances, yes. There are situations which may not be covered by confidentiality, but the mediator will explain those to you.

**Q. What do I get out of mediation?** If successful, mediation will result in a written agreement that states the solution to your concern or disagreement. This agreement may be used in the development of or change to your Individualized Plan for Employment (IPE).

\*For more information contact the Arkansas Rehabilitation Services Program Planning, Development and Evaluation Section at 501.296.16

## **MEDIATOR GUIDELINES**

The mediator shall adhere to the Arkansas Alternative Dispute Resolution Commissions Requirements for the Conduct of Mediation and Mediators and the ADR Guidelines for Mediators Skills and Qualifications.

A mediator should not render a decision on the issues in dispute. The primary responsibility for the resolution of a dispute rests with the parties. A mediator may make suggestions, but all settlement decisions are to be made voluntarily by the parties themselves.

1. **Mediator Conduct** - A mediator should protect the integrity and confidentiality of the mediation process. The duty to protect the integrity and confidentiality of the mediation process commences with the first communication of the mediator, is continuous in nature, and does not terminate upon the conclusion of the mediation.
2. **Disclosure of Possible Conflicts** - Prior to commencing the mediation, the mediator should make full disclosure of any known relationships with the parties or their counsel that may affect or give the appearance of affecting the mediator's neutrality. A mediator should not serve in the matter if a party objects to the mediator based upon a conflict or perceived conflict. If after commencement of the mediation the mediator discovers that such a relationship exists, the mediator should make full disclosure as soon as practicable.
3. **Neutrality/Impartiality** - A mediator should be neutral/impartial toward all parties. If a mediator or the parties find that the mediator's neutrality/impartiality has been compromised, the mediator should offer to withdraw from the mediation process. Neutrality/Impartiality means freedom from favoritism or bias in word, action, and appearance; it implies a commitment to objectively aid all parties in reaching a settlement.
4. **Mediator Qualifications** – Upon request, a mediator's qualifications and experience constitute the foundation upon which the mediation process depends; therefore, if

there is any objection to the mediator's qualifications to mediate the dispute, the mediator should withdraw from the mediation. Likewise, the mediator should decline to serve if the mediator feels unqualified to do so.

5. **The Mediation Process** - A mediator should inform and discuss with the participants the rules and procedures pertaining to the mediation process. A mediator should inform the parties about the mediation process no later than the opening session.

At a minimum the mediator should inform the parties of the following:

1. The mediation is private (Unless otherwise agreed by the participants, only the mediator, the parties and their representatives are allowed to attend.);
  2. The mediation is informal (There are no court reporters present, no record is made of the proceedings, no subpoena or other service of process is allowed, and no rulings are made on the issues or the merits of the case.); and
  3. The mediation is confidential to the extent provided by law.
6. **Convening the Mediation** - Unless the parties agree otherwise, the mediator should not convene a mediation session unless all parties represent to the mediator that they possess the adequate authority to negotiate a settlement, and an adequate amount of time has been reserved by all to allow the mediation process to be productive. A mediator should not convene the mediation if the mediator has reason to believe that a pro se party fails to understand that the mediator is not providing legal representation for the pro se party.
7. **Confidentiality** - A mediator may not reveal information made available in the mediation process, unless the affected parties agree otherwise or as may be required by law. A mediator shall not permit recordings or transcripts to be made of mediation proceedings. A mediator shall maintain confidentiality in the storage and disposal of records and should render anonymous all identifying information when materials are used for federal reporting, research, and educational or other informational purposes. Unless authorized by the disclosing party, a mediator shall not disclose to the other parties information given in confidence by the disclosing party and shall maintain confidentiality with respect to communications relating to the subject matter of the dispute. The mediator should report to ARS whether or not the mediation occurred, whether a settlement was reached, or whether the mediation was recessed or rescheduled. In certain instances, applicable law may require disclosure of information revealed in the mediation process, such as if a person is harmful to themselves or others. If confidential information is disclosed, the mediator should advise the parties that disclosure is required and will be made.
8. **Professional Advice** - A mediator should not give legal or other professional advice to the parties. In appropriate circumstances, a mediator should encourage the



parties to seek assistance from a disability advocate, legal counsel, or other professional advisor before, during, or after the mediation process. A mediator should explain generally to pro se parties that there may be risks in proceeding without independent counsel or other professional advisors.

**9. Disclosure and Exchange of Information** - A mediator should encourage the disclosure of information and should assist the parties in considering the benefits, risks, and the alternatives available to them.

**10. Termination of Mediation Session** - A mediator may postpone, recess, or terminate the mediation process if it is apparent to the mediator that the case is inappropriate for mediation or either party is unwilling or unable to participate meaningfully in the mediation process or if the mediation process is being used to further illegal conduct.

**11. Agreements in Writing** - A mediator will assist the parties in reducing all settlement agreements to writing.

## ARS MEDIATION FEEDBACK SURVEY

Please take a few minutes to answer some questions about the mediation session you have just finished. Your answers will help improve mediation for others in the future. ARS Program Planning, Development and Evaluation Section will analyze this survey. Your mediators will not see this form. Reports based on these surveys will not identify any individual. Thanks for your help.

Please circle the number that best answers the question for you.

	Very dissatisfied	somewhat dissatisfied	somewhat satisfied	very satisfied	satisfied	no opinion
Overall, how satisfied are you with today's mediation?	1	2	3	4	5	0
How satisfied are you with the assistance provided by the mediator?	1	2	3	4	5	0
<hr/>						
	Not at all				a great deal	
How much did the other party(ies) understand your feelings and ideas today?	1	2	3	4	5	0
Did you get the information you wanted in the mediation?	1	2	3	4	5	0
Did you feel justice was done in the mediation?	1	2	3	4	5	0
Did you feel the agency accepted their responsibility in the mediation?	1	2	3	4	5	0
How appropriate is the Agreement reached today? (Leave blank if there is no agreement.)	1	2	3	4	5	0
I would recommend mediation for	1	2	3	4	5	0

# Arkansas Rehabilitation Services

## Hearing Aid Order Form

*(to be completed by licensed ENT, Audiologist, or NBC-HIS)*



Date:

Clinic Name, Address, & Phone Number:

Client Name:

DOB:

Address:

City, State, Zip:

Manufacturer (Make):

Model:

Description & Features:

Does the hearing aid model include a **telecoil** (state recommended)?

<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
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If NO, then provide justification for why client preferred devices without telecoil connectivity:

Have **difficulties with school and work** been discussed with the client?

<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
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Have **alerting needs** for safety been discussed with the client?

<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
--------------------------	-----	--------------------------	----

Has **assistive technology** been discussed to address those needs?

<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
--------------------------	-----	--------------------------	----

Does client have **medical insurance**?

<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
--------------------------	-----	--------------------------	----

If YES, attach a copy of insurance card, front & back,  
and provide the benefit details for hearing-related coverage (including deductible info):

**For Reimbursement, fill out the following chart (include HCPCS code whenever possible). The information in these boxes MUST match the final invoice. If the information does not match, then a new Hearing Aid Order Form must be submitted prior to VRC authorization.**

<i>Item/Service Name</i>	<i>Item or Service Description</i>	<i>HCPCS Code (monaural codes only if applicable)</i>	<i>Price</i>
<b>Left Make/Model</b>			
<b>Right Make/Model</b>			
<b>Warranty*</b>			
<b>Service Plan</b>			
<b>Accessories</b>			
<b>Assistive Technology</b> (non-hearing aid)			
<b>Other Services/ MISC.</b>			
<b><i>TOTAL COST:</i></b>			

*\*Please put "\$0.00" in "Price" column if the cost of the warranty is included in the cost of the hearing aid purchase.*

Date Submitted:

Date Received by VRC:

Authorization # (VRC to complete):

## Responsibilities of College Students

Please review the required information in order for college training to be provided by Arkansas Rehabilitation Services. Continued assistance will depend upon your cooperation and acceptance of the following responsibilities.

A. You will be expected to apply for Student Financial Aid on an annual basis and provide copies of the results to this office.

B. Reports to your counselor:

Name

Address

1. Immediately after enrollment and registration, report the following

- a. Semester Class schedule
- b. Transcript
- c. Student Aid Report
- d. Financial Aid Award or Denial
- e. Statement of Account
- f. Degree Audit (Once a year)

The reports listed above will be required for each semester or term.

C. Other responsibilities:

- 1. It is required that each full-time student carry a minimum load of 12 semester hours. Enrollment in less than 12 semester hours is permissible only upon special written permission from your counselor prior to enrollment. You will be expected to maintain a "C" average per semester.
- 2. Any anticipated change in your major field of study or vocational objective must be reported to your counselor prior to changing the degree plan.
- 3. You must contact your counselor prior to dropping of any course or dropping out of school must be reported.
- 4. Any disciplinary action in which you are involved must be reported to your counselor.
- 5. You must make arrangement for a face-to-face with your counselor during the summer months to evaluate your progress.
- 6. You must complete an annual review
- 7. Upon completion of your college work, it is your responsibility to keep in touch with your counselor and notify him/her when you accept employment.
- 8. Please be aware that if you are placed on probation more than once your assistance will be terminated.

\_\_\_\_\_  
Individual's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Counselor's Signature

\_\_\_\_\_  
Date

## Responsibilities of Vocational Training Students

You have been approved for assistance with vocational training by the Arkansas Rehabilitation Services. Continued assistance will depend upon your cooperation and acceptance of the following responsibilities.

A. Reports to your counselor:


B. Required documents for enrollment:

1. You will be expected to apply for Student Financial Aid (when appropriate) on an annual basis and provide copies of the results to this office.
2. Award/denial letter from Student Financial Aid (when appropriate) annually.
3. Enrollment contract or program plan that outlines program fees.
4. Proof of comparable benefits i.e. check stub, taxes, etc.

C. Required documents for continued training:

1. Monthly progress report/training plan verifying satisfactory performance.
2. Any anticipated absences from your vocational training program must be reported to your counselor.
3. Any disciplinary action in which you are involved must be reported to your counselor.
4. You must make arrangement for a personal contact with your counselor upon completing your vocational training.
5. You must contact your counselor prior to changing your vocational goal.
6. Upon completion of your vocational training program, it is your responsibility to keep in touch with your counselor and notify him/her when you accept employment.

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Individual's Signature

Date

Counselor's Signature

Date