**Interagency Agreement**

**between**

**Oklahoma State Department of Education and Oklahoma State Department of Health**

**and**

**Oklahoma ABLE Tech, Oklahoma’s Assistive Technology Act Program**

This agreement is entered into by SoonerStart, State Department of Education – Oliver Hodge Building, Fourth Floor and Department of Health, 1000 NE 10th St., Oklahoma City, OK 73117 (hereinafter referred to as “SoonerStart”) and Oklahoma ABLE Tech, 1514 W. Hall of Fame, Stillwater, OK 74078 (hereinafter referred to as “ABLE Tech”), Oklahoma’s Assistive Technology Act Program housed at the Seretean Wellness Center, Oklahoma State University – a program funded through the U.S. Department of Health and Human Services, Administration for Community Living . The term of this Agreement shall be for the period of July 1, 2016 to June 30, 2017.

RECITALS:

1. SoonerStart and ABLE Tech desire to provide assistive technologies (AT) to children between the ages of 0 to 3. The AT provided to SoonerStart will be used for the purpose of assessment for AT consideration. The goal of the AT assessment kits is to increase awareness of and access to the availability of devices that benefit children who have disabilities in the SoonerStart program. The AT assessment kits may be used for *device demonstration* (also known as assessments). A *device demonstration* compares the features and benefits of a particular AT device or category of devices for an individual or small group of individuals (or family). The purpose of the device demonstration is to enable an individual to make an informed choice.

**NOTE**: The provision of AT assessment kits may not be used to supplant any agency’s responsibilities with regard to providing assistive technology to children with disabilities. The equipment provided in the AT assessment kits remains the property of ABLE Tech.

1. SoonerStart and ABLE Tech desire to facilitate such services to the extent and as provided for herein.

Therefore, SoonerStart and ABLE Tech agree as follows:

1. SoonerStart will provide the following:
	1. The Oklahoma State Department of Health (OSDH) is responsible for AT kits and the kit inventory and will provide ABLE Tech with a name and contact information (including email and phone number) of all persons responsible for each kit. This list will be provided to ABLE Tech by September 1, 2016. The OSDH will be responsible for updating the list as personnel changes occur throughout the year. The Oklahoma State Department of Education (OSDE) is responsible for facilitating the reporting of data (AT demonstrations) and will provide ABLE Tech with the name and contact information (including email) of all persons responsible for data collection. This list will be provided to ABLE Tech by September 1, 2016. The OSDE will be responsible for updating the list as personnel changes occur throughout the year.
	2. Space to house AT assessment kits.
	3. Acknowledgement of partnership with ABLE Tech on any marketing materials, including web links.
	4. Individual assessment reporting either through paper copies utilizing the *Assistive Technology Devices Used for Assessment* form, the *Assistive Technology Devices Used for Assessment – Monthly Log* form, or the *Assistive Technology Devices Used for Assessment – Weekly Log* form (see attached), to be mailed or faxed to ABLE Tech, the use of the web-based assessment form to be submitted to ABLE Tech via the internet as each assessment is complete, or via phone call submission by the 5th of each following month.
	5. An annual inventory report to ABLE Tech on the condition of all assistive technology equipment is required by October 17, 2016. Routine maintenance is also required of all assistive technology equipment as long as the equipment remains viable, e.g. batteries, regular sanitization of equipment, paper, etc.
	6. Utilizing the *Oklahoma ABLE Tech at Oklahoma State University Short Term Loan, Demonstration, Program Access to AT Success Story Form* and *Consent for Success Story and Photo Release* form (see attached), submit four annual anecdotal ‘stories’ with photos of the children with disabilities who have benefited from these services (successful AT acquisition and use as a result of the AT assessment/demonstration or short term Equipment Loan). One ‘story’ to be submitted quarterly.
2. ABLE Tech will provide the following:
	1. The continued use and bar coding of assistive technologies in the amount of $113,192 to include AT purchased through incentive opportunities. Acknowledgement of partnership with SoonerStart on any marketing materials, including web links.
	2. The Assistive Technology Devices: Assessment Kit Use form and maintenance of the web-based assessment form.
	3. An equipment inventory list that indicates the bar code number and description of each device.
	4. Report format for anecdotal ‘stories’.
	5. Quarterly reports to the ABLE Tech Advisory Council and an annual report to Rehabilitation Services Administration on AT outcomes of the AT assessment kit program.

**NOTE**: ABLE Tech will be required by the US Department of Health and Human Services, Administration for Community Living, to collect demographic information; however SoonerStart will not be asked or required to share any demographic information that would, in any way, personally identify the individual.

1. ABLE Tech and the Special Education Resolution Center (SERC) agree to collaboratively provide formal training and technical assistance to each regional SoonerStart team. ABLE Tech and SERC will explore options with SoonerStart to determine the agreed upon training and technical assistance.
2. ABLE Tech will provide 4 annual opportunities (one per each quarter) for the additional purchase of $500 of AT to the SoonerStart team that meets the following requirements:
3. Show increased efforts in the reporting of AT demonstrations in consecutive quarters,
4. Have a range of AT categories demonstrated as determined by having more than one discipline report per quarter,
5. Submit a success story and picture depicting a child utilizing the needed AT with a photo release,
6. Reporting a satisfaction rate at a minimum of 80%, and
7. An outcome performance decision rate of a minimum of 85%.
8. For the team that consistently shows quality performance throughout all four quarters during FY 17, an additional $800 dollars and a certificate of recognition will be awarded at the conclusion of the fiscal year.
9. For each county that receives a quarterly or yearly recognition award, ABLE Tech will provide a poster that highlights a photo and success story from the respective county/area.
10. ABLE Tech will provide monthly AT tips and resources in *SoonerStart News You Can Use* emails to the AT contact of each AT team.
11. SoonerStart and ABLE Tech will meet quarterly to analyze use of the program and need for possible expansion of assistive technology service delivery for SoonerStart children.
12. SoonerStart is responsible for the replacement of inventory if an item is lost, stolen, or damaged beyond repair. SoonerStart must bar code replaced inventory with bar codes provided by ABLE Tech.
13. SoonerStart and ABLE Tech will have an opportunity to annually review the Interagency Agreement.
14. It is further agreed that either party may cancel this Agreement given 30 days prior written notice of intent.
15. STUDENT DATA ACCESSIBILITY, TRANSPARENCY, AND ACCOUNTABILITY
16. ABLE Tech’s ability to provide services to infants and toddlers under this Agreement requires OSDE and OSDH to share by OSDE and OSDH with ABLE Tech. ABLE Tech agrees to comply with all state and federal laws relating to student data and privacy, including the Family Educational Rights and Privacy Act, (20 U.S.C § 1232g; 34 CFR Part 99) (“FERPA”) and the Oklahoma Student Data Accessibility, Transparency, and Accountability Act of 2013, (70 O.S. § 3-168).
17. OSDE and OSDH will provide ABLE Tech with data pertaining to use of the AT Kit. Data reported includes the date of use, county, provider discipline, type of AT assessed and parental satisfaction. OSDE and OSDH staff will request families to submit an AT success story which will be provided to ABLE Tech. Success stories are voluntary on the part of the family.
18. Student data released to ABLE Tech will be limited to data points specifically listed in this Agreement. If ABLE Tech determines that there is a legitimate need to receive or access additional student data/information and that such information is necessary to perform required duties/responsibilities, ABLE Tech shall submit a written request to OSDE detailing the information needed and state the purpose of the disclosure. If OSDE determines that access is necessary and appropriate, this Agreement may be modified in accordance with the request. No information shall be provided until the Agreement is modified to reflect additional/subsequent data disclosures.
19. ABLE Tech will safeguard the confidentiality and integrity of all data received pursuant to this Agreement, place limitations on its use, and maintain compliance with all applicable privacy laws. ABLE Tech shall establish appropriate administrative, technical and physical safeguards to ensure the security and confidentiality of all student data.
20. Student information from education records cannot be published in a way that would allow individual students or their parents to be identified. Any reports or published information that is a result of or derived from confidential student data containing PII provided by OSDE shall not allow individuals to be directly or indirectly identified and shall contain no student level data. ABLE Tech may use information provided by OSDE and OSDH to perform contractual duties as required by this Agreement, but any published results must be presented in a manner which protects the privacy and confidentiality of individuals involved. The OSDE shall be provided the opportunity to review all results prior to publication.
21. ABLE Tech shall require all staff to comply with the data security and confidentiality provisions set forth herein. Only those employees that are directly involved in performing tasks outlined herein and who have a legitimate interest in providing services according to the terms of this Agreement shall be entitled to access data. ABLE Tech shall take steps to maintain the confidentiality of information provided from OSDE and OSDH. Data access shall be limited to individuals working within the ABLE Tech program.
22. This Agreement does not constitute a release of data for the requestor’s discretionary use. Access to (or disclosure of) confidential information contained from education records pursuant to the terms of this Agreement shall not constitute an assignment of ownership of the information provided. OSDE retains all ownership rights to the data transferred pursuant to this Agreement, and ABLE Tech shall not obtain any right, title, or interest in any of the data furnished by OSDE and OSDH.
23. OSDE and OSDH data may only be used to carry out responsibilities throughout the duration of the projects/task/assignments specified herein. ABLE Tech will be permitted to release demographic information to the US Department of Education, Rehabilitation Service Administration. OSDE and OSDH data may only be used to perform the duties specified in this Agreement. Any unauthorized use of the data files beyond the terms specified in the Agreement is not permitted. ABLE Tech shall not use the data for purposes other than the projects/task/assignments identified herein.
24. ABLE Tech shall immediately notify the OSDE and OSDH if there is any unauthorized access or breach to the information provided by the OSDE or OSDH and take reasonable steps to mitigate any breach. In the event a breach occurs, ABLE Tech will take reasonable steps and implement corrective procedures to ensure that further breaches do not occur.
25. OSDE and OSDH shall be notified immediately if OSDH receives a request for the data containing provided by the OSDE and OSDH. If ABLE Tech becomes legally compelled to disclose any OSDE or OSDH provided data (whether by judicial or administrative order, applicable law, rule or regulation, or otherwise, then ABLE Tech shall use all reasonable efforts to provide OSDE and OSDH with prior notice before disclosure so that OSDE or OSDH may seek a protective order or other appropriate remedy to prevent the disclosure. If a protective order or other remedy is not obtained prior to when any legally compelled disclosure is required, ABLE Tech shall only disclose that portion of the data that it is legally required to disclose.
26. ABLE Tech may determine that it is necessary to employ a contractor or subcontractor to fulfill contractual obligations under the Contracts. ABLE Tech shall ensure, by written agreement, that any contractor or subcontractor employed by OSDH remains in compliance with (FERPA), 20 USC § 1232g; 34 CFR Part 99, and the Oklahoma Student Data Accessibility, Transparency, and Accountability Act of 2013, 70 O.S. § 3-168. OSDE and OSDH shall enter into a Data Sharing Agreement with any contractor or subcontractor employed by ABLE Tech prior to the release of any data or information.
27. The OSDE and OSDH will immediately terminate this agreement and this agreement shall not be renewed due to the breach of any of the terms and conditions of the data security and confidentiality provisions set forth herein. OSDE and OSDH may revoke any other existing contract with ABLE Tech. (OAC 580:16-3-23 and OAC 580:16-9-9)
28. The OSDE and OSDH may seek monetary, restitutive and punitive damages against ABLE Tech. for a breach of any of the terms and conditions of the data security and confidentiality provisions set forth herein as allowed by law.
29. Upon notification of a breach in the terms and conditions of the data security and confidentiality provisions set forth herein, the OSDE and OSDH will not release any additional information by OSDE or OSDH.
30. Upon completion of the services detailed in this agreement or upon termination of this agreement, ABLE Tech shall immediately destroy all student data that was disclosed by the OSDE and OSDH for the purposes detailed in this agreement. Within ten (10) days of destruction, ABLE Tech shall provide written notification to the OSDE and OSDH of the date and method of destruction of these records.

IN WITNESS THEREOF, the parties through their duly authorized representatives accept the terms of this Agreement on the date above first written.

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LINDA JACO JOY HOFMEISTER

Oklahoma ABLE Tech State Department of Education,

Director State Superintendent of Public Instruction

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Date Date

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TERRY CLINE, PHD STEPHEN RONCK

Commissioner of Health, Deputy Commissioner

Secretary of Health and Human Services Community and Family Health Services

 Oklahoma State Department of Health

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Date Date