

This contractual agreement (hereafter "Agreement") is entered into between the State of Oklahoma ex rel, Oklahoma State Department of Education, 2500 N Lincoln Blvd, Oklahoma City, OK 73105, (hereafter "OSDE") and Oklahoma State University, ABLE Tech, (hereafter "Vendor"), whose mailing address and contact information for the purpose of this Agreement is:

Allyson Robinson, MA Assistant Director of Sponsored Programs Department of Wellness – Oklahoma State University 1514 W. Hall of Fame – Stillwater, OK 74078

OSDE and Vendor are sometimes referred to collectively as the "Parties" or individually the "Party".

#### 1. PURPOSE

1.1. The purpose of this Agreement is:

ABLE Tech will provide assistive technology (A.T.) and accessible educational materials (AEM) services for students served under I.D.E.A. Part B (pre-K-12) and infants and toddlers under I.D.E.A. Part C (ages 0-3). ABLE Tech will also provide services for Oklahoma's State Systemic Improvement Plan (S.S.I.P.) initiatives for both Part B and Part C. The O.S.D.E. also agrees to support the TechAccessOK technology accessibility conference at a cost not to exceed \$20,000. In addition, ABLE Tech will provide open-ended loans under applicable circumstances (i.e. supporting a toddler who will soon be aging out of SoonerStart services and/or who only needs a piece of A.T. for short-term) and make sure the devices are available for long-term to those receiving Part B and Part C services once a device has reached its end-of-life. This agreement does not include the use of student data.

**1.2.** To fulfill the purpose of this Agreement, Vendor hereby offers and agrees to perform and/or provide the following goods and/or services to OSDE, in accordance with Attachment B – Timeline & Deliverables:

#### 1.2.1. See Attachment B.

1.3. The OSDE will not share student data with the Vendor for performance of this Agreement.

#### 2. PAYMENT TERMS & AGREEMENT DURATION

In consideration of satisfactory performance of this Agreement, the OSDE agrees to pay Vendor a total amount not to exceed \$ 555,000.00 (Five Hundred Fifty Thousand dollars and zero cents) (includes travel expenses) payable in arrears. It is further agreed by both parties that this Agreement shall be in effect from July 1, 2023, and ending June 30, 2024, in accordance with Attachment A – Budget.

#### 3. INVOICING & PAYMENT

Pursuant to Title 74 O.S. § 85.44(B), invoices will be paid in arrears after products have been delivered or services provided. Interest on late payments made by the State of Oklahoma is governed by Title 62 O.S. § 34.71 and Title 62 O.S. § 34.72.

SDE REQ #:	
SDE KEQ #:	

Invoices shall be submitted to the Oklahoma State Department of Education, 2500 N Lincoln Blvd, Ste 415, Oklahoma City, OK 73105-4999 or by e-mail to <a href="mailto:SDEAccountsPayable@sde.ok.gov">SDEAccountsPayable@sde.ok.gov</a>.

Invoice remittance shall in every case possible be paid by Electronic Fund Transfer (EFT). Title 62 O.S. § 34.64(H) requires that payments from the State Treasury shall be conveyed solely through an electronic payment mechanism. New Vendors doing business with the OSDE for the first time must contact the Office of Management and Enterprise Services at <a href="mailto:EFT.Registration@omes.ok.gov">EFT.Registration@omes.ok.gov</a> to make arrangements to receive payment electronically.

**3.1. Standard Payment Terms:** Net-45 (Title 62 O.S. § 34.71).

#### 4. TAX EXEMPTION

State agency acquisitions are exempt from state sales and federal excise taxes.

#### 5. AUDIT AND RECORDS CLAUSE

As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Agreement with the State, the Vendor agrees that any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Agreement.

The Vendor is required to retain records relative to the Agreement for the duration of the Agreement and for a period of seven (7) years following completion and/or termination of the Agreement. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

#### 6. AGREEMENTS OPEN TO PUBLIC DISCLOSURE

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information Vendor submits as part of or in connection with this Agreement are public records and subject to disclosure. Vendors claiming any portion of this Agreement as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The Superintendent of OSDE shall make the final decision as to whether the documentation or information is confidential.

#### 7. ENTIRE AGREEMENT

This instrument contains the full understanding and agreement of the parties as to the subject matter hereof and may not be altered or amended except by written agreement signed by the parties. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Agreement.

Either party may initiate a request to amend this Agreement. Request for any amendment must be made in good faith and in compliance with Applicable Law. All such amendments shall be in writing, dated, signed by the Parties and identified as an amendment.

#### 8. AGREEMENT MODIFICATION

Any change to the Agreement, including the addition of work or materials, the revision of payment

terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the OSDE in writing, or made unilaterally by the Vendor, is a breach of the Agreement. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Agreement Modifications, shall be void and without effect, and the Vendor shall not be entitled to any claim under this Agreement based on those changes.

#### 9. NON-APPROPRIATION CLAUSE

The terms of any Agreement and any Purchase Order issued for multiple years under the Agreement are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the purchase order or any other Agreement document, the OSDE may terminate its obligations under the Agreement if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The decision of the OSDE as to whether sufficient appropriations are available shall be accepted by the Vendor and shall be final and binding.

#### 10. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma. Any dispute or controversy arising under or in relation to this Agreement shall be litigated exclusively in a court of competent jurisdiction in the State of Oklahoma. The state and federal courts and authorities with jurisdiction in the State of Oklahoma shall have exclusive jurisdiction over all controversies which shall arise under or in relation to this Agreement.

#### 11. CHOICE OF VENUE

The venue for any action, claim, dispute or litigation relating in any way to the Agreement shall be in Oklahoma County, Oklahoma.

#### 12. TERMINATION FOR CAUSE

The Vendor may terminate the Agreement for default or other just cause with a 30-day written request and upon written approval from the OSDE. The OSDE may terminate the Agreement for default or any other just cause upon a 30-day written notification to the Vendor.

The OSDE may terminate the Agreement immediately, without a 30-day written notice to the Vendor, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the OSDE determines that an administrative error occurred prior to Agreement performance.

If the Agreement is terminated, the OSDE shall be liable only for payment for products and/or services delivered and accepted.

#### 13. TERMINATION FOR CONVENIENCE

The OSDE may terminate the Agreement, in whole or in part, for convenience only if the OSDE determines that termination is in the State's best interest. The OSDE shall terminate the Agreement for convenience by delivering to the Vendor a Notice of Termination for Convenience specifying the terms and effective date of Agreement termination. The Agreement termination date shall be a minimum of 30 days from the date the Notice of Termination for Convenience is issued by the OSDE.

If the Agreement is terminated, the OSDE shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the Vendor.

#### 14. COUNTING OF DAYS

Except where otherwise specifically provided, any reference in this Agreement to a period of "days" means calendar days, not business days.

#### 15. SEVERABILITY

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

#### 16. CAPTIONS

The captions of the paragraphs of this Agreement are for convenience only and shall be disregarded in construing the terms of this Agreement.

#### 17. INSURANCE

The Vendor shall obtain and retain insurance, including worker's compensation, automobile insurance and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Agreement. Vendor shall timely renew the policies to be carried pursuant to this section throughout the term of the Agreement and shall provide the OSDE with evidence of such insurance and renewals.

#### 18. TRAVEL EXPENSES

In accordance with Title 74 O.S. § 85.40, ALL travel expenses to be incurred by the Vendor in performance of the Agreement shall be included in the total bid price/Agreement amount.

#### 19. EMPLOYMENT RELATIONSHIP

The Agreement does not create an employment relationship. Individuals performing services required by this Agreement are not employees of the OSDE. The Vendor's employees shall not be considered employees of the OSDE for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

# 20. COMPLIANCE WITH THE OKLAHOMA TAXPAYER & CITIZEN PROTECTION ACT OF 2007 The Vendor certifies that they, and any proposed subcontractors, are in compliance with Title 25

O.S. § 1313 and participate in the Status Verification System. The Status Verification System is defined in Title 25 O.S. § 1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at <a href="https://www.dhs.gov/E-Verify">www.dhs.gov/E-Verify</a>.

## 21. CERTIFICATION REGARDING DEBARMENT, SUSPENSION & OTHER RESPONSIBLE MATTERS

The Vendor certifies to the best of their knowledge and belief, that they and their principals, and any subcontractors: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency; Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) Agreement; or for violation of

Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses aforementioned in this section; and Have not within a three-year period preceding this Agreement had one or more public (Federal, State or local) Agreements terminated for cause or default.

If the Vendor is unable to certify to any of the statements in this certification, the Vendor must attach an explanation of such circumstances under separate cover with reference to this Agreement.

#### 22. COMPLIANCE WITH APPLICABLE LAWS

The products and services supplied under the Agreement shall comply with all applicable federal, state and local laws, and the Vendor shall maintain all applicable licenses and permit requirements.

#### 23. UNAUTHORIZED OBLIGATIONS

At no time during the performance of this Agreement shall the Vendor have the authority to obligate the OSDE for payment of any goods or services over and above the awarded Agreement. If the need arises for goods or services over and above the Agreement for this project, Vendor shall cease the project and contact OSDE for approval prior to proceeding.

#### 24. ASSIGNMENT

Vendor's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the OSDE.

#### 25. EQUAL OPPORTUNITY AND DISCRIMINATION

The Vendor certifies they are an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended and Executive Orders 11246 and 11375. The Vendor assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act.

#### 26. LOBBYING

The Vendor certifies they are in compliance with the Anti-Lobbying law, Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000.00 as defined at 45 CFR 93, Section 93.105 and 93.110.

#### 27. ENVIRONMENTAL PROTECTION

If the payments under the Agreement are expected to exceed \$100,000.00, then Vendor must comply with all applicable Federal Laws such as Section 306 of the Clean Air Act (42 U.S.C. 1857 (L)), Section 508 of the Clean Water Act (33 U.S.C. 1638), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R Part 15), which prohibit the use under nonexempt Federal Agreements, grants or loans of facilities included on the EPA List of Violating Facilities.

#### 28. DRUG-FREE WORKPLACE

The Vendor certifies compliance in providing or continuing to provide a drug-free workplace in

accordance with the Drug-Free Workplace Act of 1988, and implemented at 45 CFR part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610.

#### 29. FORCE MAJEURE

A party is not liable for failure to perform the party's obligations if such failure is a result of Acts of God (including fire, flood, earthquake, storm, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), strikes or labor disputes, embargoes, government orders, epidemics, pandemics or other similar events beyond the reasonable control of the party. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in this clause.

If an event of Force Majeure occurs, the party injured by the other's inability to perform may elect one of the following remedies:

- 29.1. to terminate this Agreement in whole or in part; or
- **29.2.** to suspend the Agreement, in whole or part, for the duration of the Force Majeure circumstances.

The party experiencing the Force Majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of Force Majeure on the injured party.

#### 30. VENDOR AGREEMENT CERTIFICATION

Pursuant to Title 74 O.S. § 85.42, the Vendor named herein certifies that no person who has been involved in any manner in the development of this Agreement while employed by the State of Oklahoma shall be employed by the Vendor to fulfill any of the services provided for under said Agreement.

Pursuant to Title 74 O.S. § 85.41, if this Agreement is for professional services as defined in Title 74 O.S. § 85.2, and if the final product is a written proposal, report, or study, the Vendor named herein further certifies that they have not previously provided the state agency or any other state agency with a final product that is a substantial duplication of the final product of the proposed Agreement.

#### 31. NON-COLLUSION CERTIFICATION

Pursuant to Title 74 O.S. § 85.22, any competitive bid submitted to this state or contract executed by the state for an acquisition in excess of the fair and reasonable acquisition threshold amount shall contain a certification, dated and in substantially the following form:

**31.1.** I certify:

- **31.1.1.** I am the duly authorized agent of <u>Oklahoma State University</u>, <u>ABLE Tech</u>, for the purpose of certifying facts pertaining to the existence of collusion among and between bidders and suppliers and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in connection with the prospective acquisition;
- **31.1.2.** I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in events leading to the acquisition or submission of such bid; and
- **31.1.3.** Neither the business entity that I represent in this certification nor anyone subject to the business entity's direction or control has been a party:
  - **31.1.3.1.** to any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting,
  - **31.1.3.2.** to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - **31.1.3.3.** to any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract.
- **31.2.** I certify, if awarded the contract, whether competitively bid or not, neither the business entity I represent nor anyone subject to the business entity's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of this state any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement relates.

#### 32. NON-BOYCOTT OF ISRAEL GOODS OR SERVICES CERTIFICATION

Pursuant to Title 74 O.S. § 582, the supplier also certifies is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the state.

#### 33. EXECUTION BY COUNTERPARTS

This Agreement may be executed in any number of counterparts by facsimile, electronic, scanned or digital signature and when executed so it shall be deemed an original signature.

The counterparts of this Agreement and all ancillary documents may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS THEREOF, the parties through their duly authorized representatives have accepted the terms of this Agreement.

Allyson Robinson, MA
Assistant Director of Sponsored Programs
Department of Wellness – Oklahoma State University
1514 W. Hall of Fame – Stillwater, OK 74078
405.744.4608
800.257.1705 (v/tty)
405.744.2487 (fax)

Date: Mar 31, 2023 Julie Swaringim-Griffin on beha

Certified this date Kenneth W. Sewell, PhD

Vice President for Research Oklahoma State University

Oklahoma State Department of Education 2500 N Lincoln Blvd Oklahoma City OK 73105

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

Certified this date Ryan Walters

State Superintendent of Public Instruction

## ATTACHMENT B (OSDE AT FY24)

SALARY:	n: -	
Assistant Director (AR) 15%		
Program Manager (JH) 50%		
Certified OT Assistant (AW) 75% SLP Specialist (AL) 70%		
SLP Specialist/Hearing Specialist (TBN) 37.5%		
Reuse Site Coordinator (BS) 7%		
Reuse Program Specialist (KY) 9%		
Marketing Specialist (PH) 15%		
Demo Loan Specialist (SS) 25%		
Demo Loan Support Spec. (LR) 50%		
ICT Accessibility Grant Manager (LP) 5%		
ICT Accessibility Coordinator (AT) 5%		
ICT Instructional Designer (BG) 5%		
SP Sr. Admin Support Spclst (TH) 15%		
State Leadership Training Specialist (GC-L) 80%		
Part Time Students		
TOTAL SALARY		
FRINGE BENEFITS (36.31%):		
Student Fringe (1.62%):		
Subtotal Salary & Fringe:		
SUPPLIES (may include, but is not limited to, general office supplies such as		
paper, pens, pencils, printer ink, folders, as well as computers, laptops,		
computer peripherals (mice, keyboards, etc.), printers, office furniture (such as		8
chairs, lamps, and desks), etc. Additionally, this may include refreshments for		A-
meetings, training events, or other activities held/conducted for, and in the		
interest of, the general public.		
AT EQUIPMENT LOANS		
Part B (may include medical, as well as educational equipment for		72
adults)		
Part C (Sooner Start) (may include medical, as well as educational		
equipment for pediatrics)		
Equipment over \$5,000.00 (excluded from F&A) (may include		
medical, as well as educational equipment for adults and/or		
pediatrics)		
FACILITY RENTAL		
Booth Rental (excluded from F&A )		
TRAVEL (in-state; online meeting registrations)		
POSTAGE (includes UPS, FedEX, USPS, etc.)		
PRINTING		
TECH ACCESS OK CONFERENCE:		

Conference Materials (supplies, packets, training materials)	-	┡	
Travel			
Printing (conference materials and marketing pieces)			
Contractual (Speakers, facilities, accessible services)			
TOTAL TECH ACCESS CONFERENCE			
OTHER (This may include, but is not limited to: sponsorships, memberships,			
printing of materials, refreshments and/or meals for meetings, training events,			
or other activities held/conducted for, and in the interest of, the general public.			
TOTAL DIRECT COSTS			
Unallowable F&A Costs (Equipment >\$5,000 & rentals)			
TOTAL MODIFIED DIRECT COST			
F & A COSTS (37.8%)			
Received - F & A COSTS (10%)			
Waived F&A Costs (27.8%)			
TOTAL EXPENSES			

	ACCOUNT CODE	AMOUNT
	602220	
	602400	
	602460	
Fringe	602700	
Printing supplies	703010	
Non-expendable supplies	703020	
Expendable supplies	703030	
Data processing supplies	703100	
Educational supplies	703300	
Software under \$500	703150	
Refreshments	703610	
Equipment medical (\$500 - \$5,000)	704003	
Equipment & furniture >\$5,000	704234	
Booth Rental	704761	
In-State mileage	705100	
out of state per diem	705210	
airline tickets direct	705600	
food/lodging direct	705610	
out of state registration	705620	
Fedex, UPS, Priority mail	706120	
Printing Services/Contracts	708010	
Professional services - other	708280	
Internet subscription	708340	
General marketing	708512	
Refreshments - catered	708611	
Food & Catering	708612	
Memberships	708401	
F&A	709315	
	TOTAL	\$555,000

### OSU ABLE Tech FY2024 Annual Report to OSDE (July 1, 2023 - June 30, 2024)

#### Attachment B - Services Provided

ABLE Tech will provide assistive technology (AT) services for students served under IDEA Part B (pre-K-12) and infants and toddlers under IDEA Part C (ages 0-3). ABLE Tech will also provide services for Oklahoma's State Systemic Improvement Plan (SSIP) initiatives for both Part B and Part C. The OSDE also agrees to support the TechAccessOK technology accessibility conference at a cost not to exceed \$20,000.

In addition, ABLE Tech will provide open-ended loans under applicable circumstances (i.e., supporting a toddler who will soon be aging out of SoonerStart services and/or who only needs a piece of AT for short-term) and make sure the devices are available for long-term to those receiving Part B and Part C services once a device has reached its end-of-life.

ABLE Tech will provide quarterly reports to Oklahoma State Department of Education within 30 days following quarters 1-3, and an annual report within 45 days following each fiscal year.

Contract fiscal year 2024: July 1, 2023-June 30, 2024

#### Services

#### 1. Collaboration

Activities	Performance Activities	Contract Monitoring: report of services provided
A. Coordination and Planning Meetings	Collaborate with OSDE and attend quarterly AT and AEM meetings. Additional meetings which may be listed in this section include: IDEA Part B SSIP. Leadership meetings, IDEA Part C SSIP Leadership meetings, Interagency Collaborative Council (ICC) Meetings, Oklahoma Transition Council, ABLE Tech Advisory Council Meetings, SERC collaboration meetings, and other meetings as appropriate.	Collaborative meetings per quarter: Q1: Q2: Q3: Q4:

#### 2. Information & Assistance, Technical Assistance, Demonstrations, and Device Loans

Activities	Performance Activities	Contract Monitoring: report of services provided
A. Information and	Provide Information and Assistance (I&A) regarding Accessible	Total number of I&A contacts related to
Assistance	Educational Materials (AEM) and Assistive Technology (AT) Devices and Services, and referrals to other entities including Accessible Media	birth-age 21 population per quarter:  PK-12:

	Producers for acquisition of specialized formats of instructional materials, such as Bookshare, Learning Ally, and Liberty Braille.  I&A may be provided in person, over the telephone, via email, or other effective communication mechanism. Includes guidance regarding need determination and acquisition procedures for AEM and AT to educators, SoonerStart personnel, and/or parents through AT Consultations which may require long-term services to allow for multiple device trials, referrals, acquisition, and implementation of AT	Q1: Q2: Q3: Q4: Annual: Birth-3: Q1: Q2: Q3: Q4: Annual:
B. Technical Assistance	Provide Technical Assistance (TA) to LEAs regarding the quality provision of AT devices and services and AEM specialized formats to students with disabilities. TA is defined as direct problem-solving service to assist programs and agencies in improving their services, management, policies, and/or outcomes. TA may be provided in person, by electronic media such as telephone, video, or e-mail, and by other means. The following are examples of technical assistance: Needs assessment, program planning or development, curriculum, or materials development, administrative or management consultation, program evaluation and site reviews of external organizations, and policy development.  Provide TA to OSDE and LEAs regarding the accessibility of technology in its existing and potential digital properties to ensure that all Oklahomans with disabilities can fully access all resources provided. This includes websites, documents, software, and applications, both those developed in-house and third-party properties. Note: TA does not include the remediation of content.	Number of TA contacts related to birth-age 21 population per quarter:  PK-12: Q1: Q2: Q3: Q4: Annual: Birth-3: Q1: Q2: Q3: Q4: Annual:
C. Device Demonstrations and Loans	Provide AT equipment loans and demonstrations to support children with disabilities. Report number of AT device loans provided for children ages 0 to 22.	Demonstrations: Number of demonstrations related to birth-age 21 population:  PK-12: Q1:

	Report number of AT device demonstrations provided for children ages 0	Q2:
	I reporting demonstrations for the 0-3 population.	Q3:
		Q4:
		Annual:
		<b>AEM Demonstrations:</b> Number of demonstrations related to AEM (These figures included in the above totals):
		Q1:
		Q2:
		Q3:
		Q4:
		Annual:
		Birth-3:
		ABLE Tech Birth – 3: Demonstrations performed by ABLE Tech personnel:
		Q1:
		Q2:
		Q3:
		Q4:
		Annual:
		SoonerStart Demonstrations:  Demonstrations performed by SoonerStart personnel:
		Q1:
		Q2:
		Q3:
		Q4:
		Annual:

	Device Loans: Number of device loans
	related to birth-age 21 population:
	PK-12:
	Q1:
	Q2:
	Q3:
	Q4:
	Annual:
	Birth-3
	Q1: 12
	Q2:
	Q3:
	Q4:
	Annual: AEM Loans: Number of loans related to AEM (These figures included in above totals):
	Q1:
	Q2:
	Q3:
	Q4:
	Annual:

## 3. AT Inventory

Activities	Performance Activities	Contract Monitoring: report of services provided
A. Loan Program	Purchase appropriate AT for Device Loan Program inventory through the duration of the contract to enhance and expand AT opportunities. Provide certified copy of inventory purchased with contract funds by June 30 annually. ABLE Tech will maintain public website of AT available to Oklahoma schools and families through the duration of the contract.	Items purchased throughout the year to be reported on Attachment C included in Final Report due July 31, 2023.  Device Loan Program inventory is online at:

		https://myatprogram.org/DeviceLoan/Sea rch
B. SoonerStart Kits	Provide barcoded AT device kits to SoonerStart offices for use in demonstrating devices with infants and families through the duration of the contract. Manage inventory checks of all kits annually including lists of current, working, lost/stolen/damaged items. Report dates of inventory checks. Due June 30 annually. List weblink to inventory online.  *Note- SoonerStart is responsible for housing AT device kits, conducting inventory checks, providing contact information for all persons responsible for each kit, and reviewing policies and procedures annually. ABLE Tech is responsible for replacing lost, stolen, or damaged inventory items included in the base AT kit (excludes AT purchased through recognition awards). ABLE Tech will barcode items then deliver/ship them to each county through the duration of the contract.	AT Lead Contact information updated per quarter: Q1: Q2: Q3: Q4:
C. SoonerStart Awards	Provide AT device awards and Success Story Posters to SoonerStart quarterly and annual recognition award recipients. Collect data, determine recipient(s), and provide AT to team(s) through the duration of the contract.  *Note- Winners are chosen based on meeting demonstration and success story criteria. When more than one team meets the criteria, the recognition award will go to the team with the highest decision-making and satisfaction percentages. SoonerStart teams are responsible for Submitting AT demonstration reports to ABLE Tech by the 5 <sup>th</sup> of each following month, and four anecdotal "stories" with photos annually.	Winning Team(s) Q1: Q2: Q3: Q4: Annual:
D. Pediatric Equipment	Receive and redistribute equipment for pediatric clients through Durable Medical Equipment (DME) Reuse Program at no cost to consumers through the duration of the contract. Report number and value of items distributed quarterly and annually.	Number and value of items distributed in quarter: Q1: Q2: Q3: Q4: Annual:

## 4. Trainings, Presentations, Booth Appearances

Activities	Performance Activities	Contract Monitoring: report of services provided
A. Booth Appearances	Promote AT via booth appearances at statewide educational conferences, regional professional and/or parent conferences, and other public awareness events through the duration of the contract.	Dates, titles, and locations of events per quarter: Q1: Q2: Q3: Q4:
B. Trainings	Provide regional/virtual training related to IDEA Parts B and C to educators, related service providers, administrators, SoonerStart personnel, and parents on multiple AT topics including AEM, Universal Design for Learning (UDL) concepts through the duration of the contract. Include webinars, Special Education Boot Camps, pre-service trainings, trainings related to IDEA Part B SSIP and IDEA Part C SSIP, and training from the Special Education Resolution Center (SERC) on Crucial Conversations as requested. ABLE Tech will ensure training for SoonerStart personnel on the most up-to-date policies and procedures. Due by June 30 annually.	Dates, titles, and locations of events per quarter: Q1: Q2: Q3: Q4:
C. AT Curriculum	Provide online AT Curriculum to train educators, and related service providers on AT procedures for IDEA Part B and IDEA Part C through the duration of the contract.	AT Online Curriculum for Part B Completions per quarter Course 1: Overview of AT Online Curriculum  • Q1: Q2: Q3: Q4: Annual: Course 2: AT and the Law  • Q1: Q2: Q3: Q4: Annual: Course 3: Introduction to AT  • Q1: Q2: Q3: Q4: Annual: Course 4: What is QIAT?

	• Q1: Q2: Q3: Q4:
	Annual:
	Course 5: AT Consideration
	• Q1: Q2: Q3: Q4:
	Annual:
	Course 6: AT Assessment
	• Q1: Q2: Q3: Q4:
	Annual:
	Course 7: AT in the IEP
	• Q1: Q2: Q3: Q4:
	Q4: Annual: Course 8: AT Implementation
	• Q1: Q2: Q3: Q4:
	Annual:
C. cont'd	Course 9: Evaluation & Effectiveness
	• Q1: Q2: Q3: Q4:
	Annual:
	Course 10: AT in Transition
	• Q1: Q2: Q3: Q4:
	Annual:
	Course 11: Administrative Support for AT
	• Q1: Q2: Q3: Q4:
	Annual:
	Course 12: AT Professional Development
	• Q1: Q2: Q3: Q4:
	Annual:
	Total Annual AT Online Curriculum for Part B Completions:

D. AT Support Team Trainings	Present AT Support Team Workshops to educate and empower educators and related service providers to provide high quality devices and services and AEM to students with disabilities through the duration of the contract. Seek feedback via surveys through the duration of the contract.	Part C AT Online Curriculum for Part C Completions per quarter  • Q1: Q2: Q3: Q4:  Annual:  Dates, titles, and locations of events per quarter: Q1: Q2: Q3: Q4:
E. Internet and Communications Technology Trainings	Organize and host annual technology accessibility conference, TechAccess Oklahoma during the contract period.  Provide training to OSDE and LEAs regarding the accessibility of technology in its existing and potential digital properties to ensure that all Oklahomans can fully access hosted/shared websites and documents whether created in-house or via third party through the duration of the contract. Note: Training does not include the remediation of content.	Q1: Q2: Q3: Q4:

## 5. Document/ Video Production and Information Distribution

Activities	Performance Activities	<b>Contract Monitoring:</b> report of services provided
A. NIMAS Notification	Notify LEAs of contractual obligation and language for textbook purchases to assure curriculum is placed in the NIMAC at time of purchase during the contract period. Provide electronic copy of notification for OSDE to distribute to districts. <b>Due March 1 annually.</b>	
B. Document Updates	Review and update (AEM) Technical Assistance Document and AT Technical Assistance Document for IDEA Part B during the contract period. Update collaborative SoonerStart brochure as needed during the contract period. Provide revised documents as electronic copies or links to OSDE. Due June 30 annually.	

C. Videos and Resources	Develop AT and AEM device/service guidance videos to support LEAs, SoonerStart teams, parents, and related service providers in providing AT and AEM to children 0-22) during the contract period.  Provide links to videos/resources online.	
D. Newsletters and Features/ Marketing	Promote AT devices and services, AEM, and Accessibility - Through the duration of the contract, communications will be shared on various platforms (web, email, social media, etc.) directly with educators, related service providers, administrators, parents, and the public to promote information about AT devices and services, AEM, and Accessibility to further support high quality provision of devices and services to students with disabilities statewide.  Part C: Create content and disseminate weekly.	Promote AT Devices: Q1: Part C - Weekly Texts for year Part B - Q2: Part C - Weekly Texts for year Part B - Q3: Part C - Weekly Texts for year Part B - Q4: Part C - Weekly Texts for year Part B - Q4: Part C - Weekly Texts for year
Website and Listserv	Maintain website and facilitate a listserv through the duration of the contract.	ABLE Tech website is <a href="https://www.okabletech.org/">https://www.okabletech.org/</a> Listserv email address: <a href="mailto:SDE-ABT-L@listserv.okstate.edu">SDE-ABT-L@listserv.okstate.edu</a>