

THE NEW MEXICO TECHNOLOGY ASSISTANCE PROGRAM
OF THE DIVISION OF VOCATIONAL REHABILITATION
OF THE PUBLIC EDUCATION DEPARTMENT
AND THE GADSDEN INDEPENDENT SCHOOLS

COOPERATIVE AGREEMENT NO. 09-

This Agreement is entered into between the New Mexico Technology Assistance Program (NMTAP) of the Division of Vocational Rehabilitation (DVR) of the NM Public Education Department, hereinafter referred to as NMTAP, under the Individual with Disabilities Education Act (P.L. 105-17), the NM Public Education Department, and with participating member school districts and state-operated schools of Gadsden Independent Schools hereinafter referred to as "Parties" who jointly agree as follows:

I. Purpose of Agreement:

The purpose of this agreement is to effect coordination between the NMTAP and participating member school districts and state-operated schools of Gadsden Independent Schools. The Assistive Technology Act of 1998 (P.L. 105-394) and the Individuals with Disabilities Education Act of 1997 (P.L. 105-17) ensure access to appropriate assistive technology services and devices for students eligible for special education services. The Assistive Technology Act of 1998 (P.L. 105-394), and the Individuals with Disabilities Education Act of 1997 (P.L. 105-17) defines A.T. as any item, piece of equipment or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve functional capabilities of individuals with disabilities [20 U.S.C. Chapter 33, Section 1401 (25)]. The NMTAP provides devices through the Assistive Bank of Loan Equipment (ABLE) to assist in evaluating the assistive technology needs of students with disabilities ages 3-21 and/or to provide temporary technology use for a student's identified needs. The ABLE Loan Bank's ultimate goal is to increase, maintain or improve the capabilities of students with disabilities to achieve educational goals in accordance with a free appropriate public education (FAPE) in a least restrictive environment (LRE) as defined in the students' individual educational programs (IEP) and individual transition plans.

II. Target Group:

Individuals to be served under this agreement will be individuals with disabilities between the ages of 3 to 21 years, as determined eligible for special education programs under the Educational Standards for New Mexico Schools and the Individuals with Disabilities Education Act of 1997 (P. L. 105-17.)

III. Scope of Services:

Individuals with disabilities ages 3 to 21 who are receiving special education will be served through the temporary provision of assistive technology devices for purposes of evaluation and trial use prior to IEP development and implementation. The school may ultimately purchase the equipment for student use and may check out specific devices for certain educational activities conducted at school, in home school settings, or for related home and community use.

IV. Responsibilities:

A. The NMTAP agrees to:

1. Identify, make available, and maintain assistive technology device(s) owned by ABLE to qualified ancillary personnel, such as therapists, teachers, and other parties to participating member school districts and state-operated schools of Gadsden Independent Schools.
2. Coordinate through policies and procedures the checkout, follow-up, and technical assistance for qualified ancillary personnel, teachers, and other parties within participating member school districts and state-operated schools of Gadsden Independent Schools.
3. Provide training and demonstrations of assistive technology device(s) when requested.
4. Identify, adjust, and adapt the assistive technology devices, regarding the above Scope of Services, to meet the individual educational needs of students with disabilities and the needs of their associated family members; and
5. Provide payment for the shipment to and from participating member school districts and state-operated schools of Gadsden Independent Schools.

B. Participating member school districts and state-operated schools of Gadsden Independent Schools agree to:

1. Implement appropriate policies and procedures in the checkout, follow up, and shipping of assistive technology device(s) referred to in the previous Scope of Services. School personnel who are eligible to receive and utilize ABLE loan equipment include therapists and teachers who work directly with students with disabilities and their associated family members, as well as other parties who support academic activities in school, at home, or in community transition.
2. Enter into a separate loan agreement for each student receiving assistive technology device(s) checked out through ABLE.
3. Report on any and all incidents of theft, vandalism, neglect, or loss;
4. Provide appropriate and accessible facilities for NMTAP staff when training(s) and or demonstration(s) are requested.

V. Terms of Agreement:

This Agreement shall become effective on the date when signed by all parties and shall terminate on **June 30, 2012**.

VI. Termination:

Any party may terminate this Agreement by notifying the others in writing at least 60 days prior to the intended date of the termination. In the event that Federal or State laws are amended or judicially interpreted so as to render fulfillment of this agreement on the part of any of the parties impossible, NMTAP and Gadsden Independent Schools shall be discharged from further obligations under the terms of this Agreement.

VII. Confidentiality:

Confidentiality of information provided to or developed by NMTAP, and participating member school districts and state-operated schools of Gadsden Independent Schools in the performance of this Agreement shall be maintained. Students and their parent or guardian, where appropriate, shall sign a release of information to participating member school districts and state-operated schools of Gadsden Independent Schools for sharing evaluation results and other documents that may support the need for short-term loan of assistive technology devices. Any documents regarding the use of ABLE assistive technology devices developed by participating member school districts and state-operated schools of Gadsden Independent Schools shall be made available for review by NMTAP staff.

VIII. Compensation:

Through this Cooperative Agreement, funds will not be payable to or be transferred between any of the parties.

IX. Records and Audit:

Participating member school districts and state-operated schools of Gadsden Independent Schools shall maintain detailed records regarding the maintenance, use, and condition of the assistive technology device(s) loaned through ABLE. These records shall be subject to review by the DVR. Participating member school districts and state-operated schools of Gadsden Independent Schools shall maintain these records for at least three (3) years following termination of this Agreement.

X. Product of Services: Copyright:

All materials acquired by participating member school districts and state-operated schools of Gadsden Independent Schools under this Agreement regarding use of ABLE assistive technology devices shall be delivered to the NMTAP no later than the termination date of this Agreement. Nothing produced, in whole or in part, by participating member school districts and state-operated schools of Gadsden Independent Schools under this Agreement shall be the subject of an application of copyright by or on behalf of the Agreement.

XI. Amendments:

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

XII. Scope of Agreement:

This Agreement incorporates all agreements, covenants, and understandings between the parties hereto concerning the subject matter hereto and all such agreements, covenants and understandings that have been merged into this written Agreement. No prior agreements or understandings concerning the Scope of Service, verbal or otherwise, of parties or their agents, shall be valid or enforceable unless embodied in this Agreement.

XIII. Applicable Law:

This Agreement shall be governed by the laws of the State of New Mexico.

XIV. Title, Maintenance and Disposition of Equipment:

- A. Title to the assistive technology device(s) owned by ABLE shall remain with the NMTAP throughout the term of this Agreement. Participating member school districts and state-operated schools of Gadsden Independent Schools shall take reasonable care to protect the assistive technology device(s) from theft or loss. Participating member school districts and state-operated schools of Gadsden Independent Schools shall inventory the assistive technology device(s) on an ongoing basis, shall be liable to the NMTAP for the theft or loss of the assistive technology device, and shall provide an immediate accounting for all assistive technology devices found to be missing.
- B. Participating member school districts and state-operated schools of Gadsden Independent Schools shall maintain the assistive technology device(s) in good and safe condition. The NMTAP and participating member school districts and state-operated schools of Gadsden Independent Schools agree that the use of the assistive technology device(s) for the purposes contemplated in this Agreement involve the possibility of damage to and/or destruction of the assistive technology device(s). Participating member school districts and state-operated schools of Gadsden Independent Schools shall provide an immediate accounting for any assistive technology device(s) found to be damaged or destroyed.
- C. Participating member school districts and state-operated schools of Gadsden Independent Schools shall inspect the assistive technology device(s) prior to its provision to any individual(s) or entity and assure that the assistive technology device(s) is in good and safe working.
- D. Upon the termination of this Agreement, participating member school districts and state-operated schools of Gadsden Independent Schools shall deliver all assistive technology device(s) not previously returned to the NMTAP. If any assistive technology device(s) is destroyed or damaged to the point that it cannot be repaired for safe use, the affected assistive technology device(s) shall be immediately returned to the NMTAP for disposition.
- E. Under no circumstances shall participating member school districts and state-operated schools of Gadsden Independent Schools dispose of any of the assistive technology device(s) in a manner not provided for under this Agreement.

XV. Recitals

Whereas, the NMTAP and [Name of LEA/REC/SSEP] ("the Educational Agency") are parties to an existing cooperative agreement regarding the coordination of assistive technology services and devices for Educational Agency students who are eligible for special education and related services under the federal Individuals with Disabilities Education Act (IDEA); and

Whereas, 20 USC 1412(a)(12)(a)(iii) requires interagency agreements affecting IDEA-eligible students to include procedures for resolving interagency disputes, including procedures under which educational agencies may initiate proceedings to implement the provisions of such agreements; and

Whereas, the NMTAP and the Educational Agency desire to conform their agreement to this requirement of the IDEA; as amended.

All other provisions of the existing agreement remain unchanged.

Attachments:

Attachment A - ABLÉ Device Policies and Procedures

Attachment B - ABLÉ Device Loan Agreement

Attachment C - ABLÉ Device Shipping Instructions

Attachment D - ABLÉ Device Loan Application/Release of Information

FOR THE GADSDEN INDEPENDENT SCHOOLS:
APPROVED BY:

SPECIAL EDUCATION DIRECTOR

DATE

FOR THE DIVISION OF VOCATIONAL REHABILITATION
RECOMMENDED BY:

DIRECTOR OF NEW MEXICO
TECHNOLOGY ASSISTANCE PROGRAM

DATE

APPROVED BY:

DIRECTOR FOR
VOCATIONAL REHABILITATION

DATE

NM Public School Cooperative Agreement

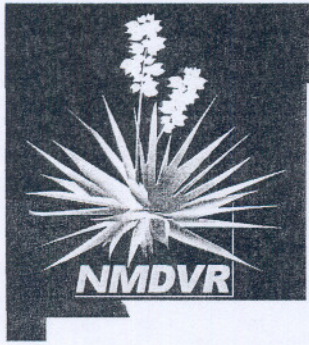
Attachments:

Attachment A - ABLE Device Procedures

Attachment B – ABLE Application / Release of Information

Attachment C - ABLE Loan Agreement

Attachment D - ABLE Shipping Instructions



NEW MEXICO
DIVISION OF
VOCATIONAL
REHABILITATION

Public Education Department

New Mexico Assistive Technology Program

ABLE Device Loan Policy and Procedures

Attachment A

If you would like to evaluate / assess your client that has assistive technology (A.T.) needs before purchasing it, have a transitioning student, and or would like to learn more about assistive technology, NMTAP can help. This is all you have to do:

➤ **NM Public School Student** must:

- ✓ Have teacher(s) and or therapist(s) involved
- ✓ NMTAP NEEDS
 - Current IEP that mentions A.T. needs. Please let us know if the client is a transition student.
 - Signed Application / Release of Info. Form

➤ **DVR Client** must:

- ✓ Work with DVR Counselor for all loans
- ✓ IPE must mention NMTAP as providing A.T. Needs. Please let us know if the client is a transition student.
- ✓ NMTAP NEEDS
 - Current IPE that mentions A.T. and NMTAP.
 - Signed Application / Release of Info. Form

➤ **DD Waiver** client must:

- ✓ Have case manager and or therapist (s) involved
- ✓ NMTAP NEEDS
 - Current ISP that mentions A.T. needs.
 - Signed Application / Release of Info. Form

➤ **Other** client must:

- ✓ Have therapist(s) or case manager involved if applicable.
- ✓ NMTAP NEEDS
 - Signed Application / Release of Info. Form
 - One page summary as to how the equipment/software will be used and how it will help them based on their disability.

The information under "NMTAP NEEDS" can be sent to us via mailing address or fax number.

Loans are only 30 to 60 days.

Extension of loans are available.

To contact NMTAP for more information you can reach them at:

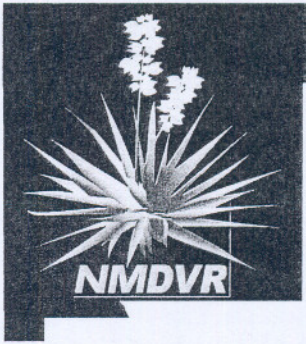
ADDRESS: DVR-NMTAP – 435 St. Michael's Dr., Bldg. D – Santa Fe, NM 87505

VOICE: 1-800-866-2253 ext. 8535 or 505-954-8535

WEB SITE: www.NMTAP.com

FAX #: 505-954-8608

The Release of Information Form mentioned above can be accessed on our website.



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New Mexico Assistive Technology Program

ABLE Device Loan Agreement

Attachment B

CLIENT NO. :

LOAN AGREEMENT DATE: / /08

This agreement is entered by and between the New Mexico Technology Assistance Program (NMTAP) Division of Vocational Rehabilitation and receiving loan equipment. The aforementioned parties agree that item(s) listed below are to be loaned and the **is responsible** for such property from the time of receipt to the time of release including the responsibility for the notification to NMTAP (includes police report if necessary) for suspect or culpable losses or damages and in the event of any loss or damage to file claim or institute proceedings to finalize and / or recover for the account of the NMTAP the fair market value for the property involved. Further the receiving party also recognizes that **NMTAP assumes no liability** for injury resulting from the use of the loaned equipment while in their possession.

ITEM ID #'S	EQUIPMENT DESCRIPTION (S)
ABLE SN:	
ABLE SN:	
ABLE SN:	
CONTACT NAME:	PHONE #: - - E-mail:
NMTAP FOLLOW UP	/ /08
EQUIP. DUE DATE:	/ /08 Equipment Extension Date:

This agreement shall terminate / /08 at which time the equipment described above shall be returned to the NMTAP office or a request for an extension shall be made. NMTAP reserves the right to withdraw the equipment above anytime after a 15 day notification and/or if NMTAP does not receive a sign copy of this agreement within 15 days of the Loan Agreement Date above. **For questions about the loan agreement contact NMTAP 1-800-866-2253 - Fax: 505-954-8608.**

NMDVR COUNSELOR

DATE

TEACHER / THERAPIST / CASE MANAGER

DATE

CLIENT / PARENT / GUARDIAN

DATE

NMTAP ABLE EQUIPMENT MANAGER

DATE



NEW MEXICO
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Public Education Department

New Mexico Assistive Technology Program

ABLE Device Loan Shipping Instructions

Attachment C

The following information **must be followed** to ensure shipping of NMTAP ABLE equipment. All you need to do is:

- Package the Equipment in the box it came in if still in good condition.
- Make sure the equipment is stable (can not move in box).
- Call our office at 1-800-866-2253 or 505-954-8535 and give us the:
 - ✓ **Weight of the box**
 - ✓ **Dimensions of the box**
 - ✓ **Physical address it is to be picked up from**
 - ✓ **Contact person name and phone number**
- Place the following **SHIP to Address** on the box:
 - ✓ **DVR-NMTAP**
Attn: Julie Martinez
435 St. Michael's Dr., Bldg D
Santa Fe, NM 87505

NMTAP will mail you a prepaid UPS mailing label to place on the package and you will need to call UPS at 1-800-742-5877 and have them pick up the package from you. Or you can take the package to any location of the UPS store, UPS drop box, UPS customer center, UPS Alliances (Office Depot or Staples) near you. Items are sent via UPS Ground Return Services to ABLE Device Loan Program. **DO NOT** add any additional insurance to the package.

To find a location nearest you, please visit "Find Locations" Quick link at [ups.com](https://www.ups.com).

PLEASE DO NOT SEND ON YOUR OWN

Should you run into any questions, concerns, or complications please contact our office.



NEW MEXICO
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Public Education Department

New Mexico Technology
Assistance Program
ABLE Device Loan Bank

Application / Release of Information Form

Attachment D pg.1

Date: _____

Name: _____ DOB: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone #: Home: _____ Work: _____

Disability: _____

Type of equipment you are requesting: _____

How will this equipment be used as pertaining to your disability? _____

How long do you need the device? _____

This application will also serve as a release of information form to document your disability.

I hereby authorize (Name of therapist, agency, school, etc) _____
to release records pertaining to my disability to: **NMDVR/NMTAP- 435 St. Michaels Dr., Bldg D
Santa Fe NM 87505 or Fax 505-954-8608.** This release covers the following forms:

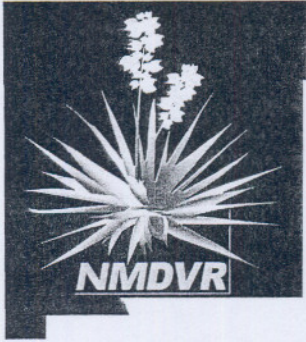
- School IEP/IFSP DVR IPE DD Waiver ISP AT/Ergonomic Evaluation

I understand that the information will only be used for my participation with the NMTAP program and that this information may be reviewed by NMTAP staff and contractors who provide services to the program. The records will be kept confidential and will not be released to any other individual or agency without my fully expressed and written permission. This release is good for one year.

What do you need the equipment for (please check all that apply):

- Education Employment Community Living IT/Telecommunications

Signature _____
(Self, parent, or Legal Guardian)



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Public Education Department

New Mexico Assistive Technology Program

ABLE Device Loan Application / Release of Information Form

Attachment D pg 2

Use the **TAB KEY** to fill out the Form

Name: _____ Date: _____ DOB: //

Address: _____

City: _____ State: _____ Zip: _____

Phone #: Home: - - _____ Work: - - _____

E Mail: @ _____

Disability: _____

Assistive Technology you are requesting:

How will this device / software be used as pertaining to your disability? :

How long do you need it? (Please note: loans are for 30-60 days however can be extended if needed)

This application will also serve as a release of information form to document your disability.

I hereby authorize (Name of therapist, agency, school, etc)

to release records pertaining to my disability to: **NMDVR/NMTAP- 435 St. Michaels Drive Bldg D Santa Fe NM 87505 or Fax 505-954-8608.** This release covers the following forms:

School IEP/IFSP DVR IPE, DD Waiver ISP AT/Ergonomic Evaluation

I understand that the information will only be used for my participation with the NMTAP program and that this information may be reviewed by NMTAP staff and contractors who provide services to the program. The records will be kept confidential and will not be released to any other individual or agency without my fully expressed and written permission. This release is good for one year.

What do you need the equipment for (please check all that apply)?

Education Employment Community Living IT/Telecommunications

Signature _____

(Self, Parent, or Legal Guardian)