CONTRACT AMENDMENT NUMBER 1

I.   PARTIES

This Amendment 1 to the above-referenced Original Contract 12 DAA 43578 (hereinafter called the Contract) is entered into by and between Colyar Consulting Group, Inc., 22420 N. 18th Drive, Phoenix, Arizona, 85027 (hereinafter called Contractor), and the State of Colorado (hereinafter called the State) acting by and through the Colorado Department of Education (hereinafter called CDE), 201 East Colfax, Denver, Colorado 80203.

II.   EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the Effective Date). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

III.   FACTUAL RECITALS

The Parties entered into the Contract to provide a claims system for local education agencies to process reimbursement claims under the Child Nutrition Programs (CNP).

IV.   CONSIDERATION-COLORADO SPECIAL PROVISIONS

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment. The Parties agree to replacing the Colorado Special Provisions with the most recent version (if such have been updated since the Contract and any modification thereto were effective) as part consideration for this Amendment.

V.   LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

VI.   MODIFICATIONS

The Amendment and all prior amendments thereto, if any, are modified as follows:

A.   Paragraph IV. shall be amended by adding the following definition:

"School Nutrition Program" (SNP) means a federally assisted meal program operating in public and nonprofit private schools and residential child care institutions throughout the United States. SNP provides nutritionally balanced low-cost or free meals through such program types as National School Lunch, School Breakfast, Special Milk, Meal Supplements, and Seamless Summer Feeding Option.

B.   Paragraph VI.C. shall be amended by adding the following new paragraphs 14 and 15:

14.   A new base component in the claims systems that allows school districts to claim an additional six cents for each lunch reimbursement that conforms to the Healthy, Hunger Free Kids Act of 2010, 42 U.S.C. Section 1751, including the following:

a.   SNP Claims program shall include"

1)   Updates to the Application Support Manual

2)   Modification to the maintenance: claim rate screen layout

3)   Testing of claim rate screen layout

4)   Updates to the SNP claims specifications

5)   Modification to the claims screen layout/logic

6)   Modification to the claims screen processing/logic

7)   Modification to the Food Nutrition Services 10 (FNS10) Report

8)   System integration testing related to claims screen layout/logic

9)   System integration testing related to screen processing/logic

10)   System integration testing related to the FNS10

11)   Support related to user acceptance testing

12)   Modifications to the database to accommodate claims logic for six cents

13) Updates to the User Guides detailed in VI.H of the Original Contract to include SNP guidance.

14) Updates to online help

b. SNP Applications (Core Dashboard and Annual Attestation)

1) Application packet

a) Creation of new application packet menu item

b) Modification to existing application packet logic related to application packet submission and approval

c) Creation of security related to the application packet

d) System integration testing of the application packet logic

e) Support related to user acceptance testing

2) New Screen: Dashboard

a) Creation of dashboard specifications

b) Creation of the dashboard launching screen with annual attestation and months certified sections

c) Creation of security related to the dashboard

d) System integration testing of the general access/format of the six cent dashboard

e) Support related to user acceptance testing

3) New Screen: Annual Attestation

a) Creation of annual attestation specifications

b) Creation of the annual attestation screen

(i) Contact section

(ii) Meal service section

(iii) Annual documents section

(iv) Capability to upload annual documents

(v)　　Comments section

　　　　　　(vi)　 Internal use only section

　　　c)　　Creation of the meal pattern compliance screen

　　　　　　(i)　　Month approved section

　　　　　　(ii)　 Comments section

　　　　　　(iii)　Internal use only section

　　　d)　　"Tie in" to the application packet logic and SNP application logic, as needed (e.g., sites, etc.)

　　　e)　　System integration testing of the annual attestation section

　　　f)　　Support related to user acceptance testing

　　　g)　　Creation of security related to the annual attestation screen

　　　h)　　System integration testing of the security related to the Annual Attestation screen

　　　i)　　Creation of annual attestation report that identifies Sponsors attestation status

　　　j)　　Modifications to the database to accommodate annual attestation

　　　k)　　Updates to the SNP User Manual

　　　l)　　Updates to online help

15.　An additional component allowing CDE and school districts to track the submission and approval of the six cents certification tool.

　　　a.　　Certification Tool Tracking Component

　　　　1)　　Menu Tracking

　　　　　　a)　　Updated Screen: dashboard

　　　　　　　　(i)　　Update to dashboard specifications

　　　　　　　　(ii)　 Creation of the menus section on the dashboard launching screen

(iii)   Creation of the site meal pattern certification status section on the dashboard launching screen

(iv)   Creation of meal pattern notes on the dashboard launching screen

(v)   Updates to security related to the dashboard

(vi)   System integration testing of the general access/format of the six cent dashboard

(vii)   Support related to user acceptance testing

b)   New Screen: Menu

(i)   Creation of the menu screen in including:

(a)   Menu type section

(b)   Supporting documents section

(c)   Capability to upload annual documents

(d)   Sites serving section

(e)   Comments section

(f)   Internal use only section

(ii)   "Tie in" to the application packet logic and Attestation logic, as needed

(iii)   System integration testing of the document upload section

(iv)   Support related to user acceptance testing

(v)   Creation of security related to the document upload section

(vi)   Testing of the security related to the document Upload section

(vii)   Modifications to the database to accommodate document upload

c)   New Screen: Site Meal Pattern Compliance

(i)	Creation of the site meal pattern compliance screen	
(ii)	Creation of the meal pattern compliance notes screen	
(iii)	"Tie in" to the application packet logic and Attestation logic, as needed	
(iv)	System integration testing of the document upload section	
(v)	Support related to user acceptance testing	
(vi)	Creation of security	
(vii)	Testing of the security	
(viii)	Modifications to the database	

C.   Paragraph VII.A. shall be amended by increasing the maximum amount payable for the six cent certification tool tracking component by $6,950 and increasing the budget for the hosting costs by $96,000 at $8,000 a month from October 1, 2012 through September 30, 2013 for a total increase of $102,950.

   1.   The cost for the six cent certification tool shall be billed when the software is accepted in production.

   2.   Hosting costs shall be billed monthly and based on the number and type of servers that utilized.

Quantity	Description	Unit Price	Monthly Total
2	Web Servers (Production & Test Environments)	$1,800	$3,600
1	Database Server (Production)	$2,200	$2,200
1	Database Server (Data warehouse & Test environments)	$2,200	$2,200

VII.   START DATE

This Amendment shall take effect on the later of its Effective Date or September 14, 2012.

VIII. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

IX. AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

CONTRACTOR	**STATE OF COLORADO**
	John W. Hickenlooper, GOVERNOR

Colyar Consulting Group, Inc.

Colorado Department of Education
Robert Hammond, Commissioner

By: *Richard Roeckner*
Name of Authorized Individual

Title: *Vice President*
Official title of Authorized Individual

By: Robert Hammond, Commissioner

Date: 7-12-12

*Signature

OFFICE OF INFORMATION TECHNOLOGY
Kristin Russell, CIO

By: _____
Signature - Authorized OIT Representative

Date: 9-14-12

ALL CONTRACTS REQUIRE APPROVAL by the STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
David J. McDermott, CPA

By: _____

Date: 9.20-2012