

## **CONTRACT AMENDMENT NUMBER 2**

### **I. PARTIES**

This Amendment to the above-referenced Original Contract (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 VI.C. shall be amended by adding the following new paragraphs 16 to 18.
16. For the SFSP, CDE shall approve sponsor applications, monitor SFSP operations, and process program payments.
  17. Contractor's nutrition claims system shall allow CDE to administer the SFSP following current federal and state regulations.
  18. The system shall provide for processing SFSP claims as follows:
    - a. Allow for SFSP Sponsors to enter by site the number of days served and the number of breakfast, lunch, supper and snack meals served (including all second and non-reimbursable program meals).
    - b. Consolidate the site claims to allow for the calculation of the correct SFSP reimbursement based on Sponsor type (self preparation or vendor) and allowing for the payment and tracking of program advances.
    - c. Allow for the calculation of allowable second meals for the Sponsor and for the calculation of total meals by Sponsor for the purpose of calculating USDA foods allocations.
- B. Paragraph VII.A. shall be amended by increasing the maximum amount payable to Contractor for the SFSP by \$305,060.

<b>Deliverable</b>	<b>Estimated Date</b>	<b>Totals</b>
SFPS Application/development	February 2013	\$101,686
SFPS user acceptance testing	March 2013	\$101,687
SFPS software accepted in production (implementation)	June 2013	\$101,687
<b>Total</b>		<b>\$305,060</b>

## VII. START DATE

This Amendment shall take effect on the later of its Effective Date or January 31, 2013.

### **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**

Colyar Consulting Group, Inc.

John W. Hickenlooper, GOVERNOR

By: Richard Roekney  
Name of Authorized Individual

Colorado Department of Education  
Robert Hammond, Commissioner

Title: Vice President  
Official title of Authorized Individual

[Signature]  
By: Robert Hammond, Commissioner

[Signature]  
\*Signature

Date: 1-25-13

**OFFICE OF INFORMATION  
TECHNOLOGY  
Kristin Russell, CIO**

By: Brenda Berlew  
Signature - Authorized OIT Representative

Date: 2/4/13

**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: Deputy Dawn, Controller Designee

Date: 2/8/13