CONTRACT AMENDMENT NUMBER 4

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 paragraph VI.C.19.:

19. For implementation of the direct certification module by July 1, 2013. The direct certification module includes:

a. An interface/download with the Colorado Department of Human Services (CDHS) for the direct certification process. Sponsors will be able to log-in to the system, upload a district file, and download a student "match" report, the district data having interfaced with the CDHS data. CDE will be able to view district files and "match" reports.

b. The archiving and ready retrieval of three previous years plus the current year match reports from the CDHS certification process.

c. Software consisting of two points of data entry / viewing:

1) Search and results screen for individual student lookup.

2) Uploading of student information (either bulk upload or manual entry).

d. A process flow including the following steps:

1) The student information, entered or uploaded, is initially stored as uncertified.

2) The matching process sweeps the student data and collects the uncertified student information for the matching process.

3) The matching process matches critical data and determines if a 100% match, partial match or no match has occurred and updates the student information with the results.

4) The updated results are then available to the schools.

5) The schools can review the students that have been directly certified. This includes:

a) Students that have been 100% certified based on the matching process results, and,

b) Students that resulted in a partial match that were then manually selected as certified.

e. Software comprised of the following two major components.

1) Web Interface. The Web interface:

a) Is used to input the student information to be processed and the results of the matching process.

b) Can be used to view direct certification entries and matching results.

(i) Students are viewable by date uploaded / entered.

(ii) Allows for partial matches to be marked as certified or not certified.

(iii) Indicates students that have been certified, not certified vs. students pending processing.

c) Can be used to upload student file (bulk upload)

(i) Upload a file of students using the student information layout.

(ii) Provides feedback on any invalid record format.

(iii) Stores the information pending the matching sweep process.

(iv) Allows for viewing recently uploaded student information.

d) Can be used to enter individual students (manual entry of student information for match)

(i) Enter the required student information to perform the direct certification match

(ii) Stores the information pending the matching sweep process.

(iii) Allows for viewing the results of the matching process.

(iv) Also allows for entering additional criteria to improve the matching results.

e) Allows for additional criteria to improve the matching results.

2) Matching Process. The matching process sweeps the student information and matches against the various DHHS information available, including:

a) The matching process accesses the web interface table and pulls the student information that is pending certification.

b) The matching process pulls available student information from various DHHS systems.

c) This matching process includes one system - SNAP.

d) The critical student data is matched against the DHHS data based on fuzzy logic.

e) Critical information includes the following:

(i) First Name

(ii) Last Name

(iii) Date of Birth

(iv) Gender

f) Additional criteria can be used to improve the match against the DHHS data if available.

g) The match results in three potential results.

(i) A 100% match

(ii) A percentage less than 100% match, known as a partial match

(iii) No match

h) Each student record that has passed through the match process updates back to the web interface table with the results.

B. Paragraph VI.D shall be amended by adding the following new paragraph VI.D.8:

    8. Annual program maintenance for the Direct Certification Module.

C. Paragraph VI.E. shall be amended by adding the following new paragraph VI.E.6.

    6. Direct Certification reports.

D. Paragraph VII.A. shall be amended by increasing the maximum amount payable to Contractor by $52,500 for the cost of the direct certification module. Payment shall be made upon delivery of the direct certification module and within 45 days of receipt of an invoice for the module.

VII. START DATE

This Amendment shall take effect on the later of its Effective Date or June 7, 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.

<table>
<tr>
<td align="center">CONTRACTOR</td>
<td align="center">STATE OF COLORADO</td>
</tr>
<tr>
<td align="center">Colyar Consulting Group, Inc.</td>
<td align="center">John W. Hickenlooper, GOVERNOR</td>
</tr>
</table>

By: _Richard Roeckner_
Name of Authorized Individual

Title: _Vice President_
Official title of Authorized Individual

[signature]
*Signature

Colorado Department of Education
Robert Hammond, Commissioner

By: Robert Hammond, Commissioner

Date: _6-23-13_

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

Robert Jaros, CPA, MBA, JD

By: _[signature]_
Dave Grier, CDE Controller

Date: _6-19-13_