

CONTRACT AMENDMENT NUMBER 5

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). The purpose of this amendment is to add the training registration module, updates for school year 2013-2014 and the administrative review module.

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. Section V.A. shall be amended by extending the performance period through September 30, 2014.
- B. Paragraph VI.C.12 shall be amended by adding the following:
 - a. The Contractor shall make the following changes to the school nutrition application module for the 2013-2014 school year no later than September 30, 2013:
 - 1) Revise the sponsor application.
 - 2) Revise the checklist summary.
 - 3) Revise the site application.
 - 4) Add rule on the Seamless Summer Option claim ensuring that enrollment does not go over 10% of the estimated number to be served on the application.
 - 5) Revise the batch summary report to add claim preparer, date, okay to pay, and date.
 - 6) Add food service management company report that will show contacts, number of sponsors, number of sites, and base year of contract.
 - 7) Revise SNP site application export to add free and reduced eligibility data from the site enrollment section.
 - 8) Revise claim export report to add columns to each school's data that will include the free and reduced eligibility data.
- C. Paragraph VI.C shall be amended by adding the following new paragraphs VI.C.20. through VI.C.23.

20. Training Registration to allow CDE staff to manage the following functions related to state-sponsored training sessions. The Training Registration Module will be completed no later than December 31, 2013.
 - a. CDE staff will enter the training categories, schedule, and session information, including date, time, location, directions, action, status, maximum capacity.
 - b. Sponsors/school districts/school food authorities will be able to access the system without needing specific user access (user ID and password), navigate to the Training Registration Page, and select the desired class(es) for registration. Sponsors will enter pertinent demographic data, be notified of the registration results, receive a printable confirmation containing session information, and receive notifications of any modifications to the schedule made by the CDE staff.
 - c. The system will create printable rosters, track actual attendance, maintain the training and attendance information, and store the training attendance in an archive.
 - d. Registered user data will be exportable in a Microsoft Office compatible format.

21. CDE staff to manage the following functions related to Administrative Reviews base software:
 - a. Enter and input the state review schedule.
 - b. Analyze Sponsor/school district/school food authority and site review information to meet federal and state requirements of reviewing all Sponsors per federal and state regulations.
 - d. Track Administrative Review Finding results.
 - e. Reports:
 - 1) Review Status Report
 - 2) Scheduled Reviews Report
 - 3) Form Status Report
 - 4) Review Summary Report
 - 5) Review Detail Report
 - 6) Conditional Status Report
 - 7) Fiscal Action Report
 - 8) Exit Conference Report

- 9) Technical Assistance Report
 - e. The Administrative Review base software shall be completed no later than September 30, 2013 for scheduling and off-site web portion components, October 31, 2013 for on-site web portion including access to complete all USDA questions and enter Findings and CADs, and December 1, 2013 for the laptop portion.
22. CDE staff to manage the following functions related to Administrative Reviews enhanced software:
- a. Allow sponsor access to the review module, including:
 - 1) Ability to control Local Education Agency (LEA) accessibility to off-site forms at Form Group level.
 - 2) Auto-generated emails when off-site forms are made available for online entry by LEA.
 - 3) Ability to control LEA accessibility to corrective action documents (CADs).
 - 4) Auto-generated emails when CAD is made available for online entry by LEA.
 - b. CDE to use Colorado-1 general form, including the questions set forth below. The CO-1 general form must allow for sponsors to answer “yes”, “no” or “not applicable (n/a)”. This form must be linked to all other Administrative Review module forms.
 - 1) For State Nutritional Standards
 - a) Based on the nutrient analysis, is the SFA adhering to all State of Colorado nutrient standards (cholesterol, sodium, and fiber) for breakfast based on appropriate grade groups?
 - b) Based on the nutrient analysis, is the SFA adhering to all State of Colorado nutrient standards (cholesterol, sodium, and fiber) for lunch based on appropriate age groups?
 - c) Is the SFA\school district in compliance with the standards set in place by the Colorado Healthy Beverage Policy 1 CCR 301-79?

- d) Is the SFA in compliance with the standards set in place by the State Competitive Foods Policy 2202-R-203.00?
 - e) Is the current contract in compliance with the Colorado Healthy Beverage Policy 1 CCR 301-79?
 - f) Is the current contract in compliance with the State Competitive Foods Policy 2202-R-203.00?
- 2) For the Lunch Protection Act (pk-2):
- a) Is the SFA in compliance with SB 08-123 and SB 09-033 by not charging students in grades PK-2 for the reduced price paid for lunch?
 - b) Are claims being filed correctly regarding the PK-2 Lunch Protection Program (i.e., claiming these meals as reduced for the federal claim)?
 - c) Is the SFA claiming meals only for children enrolled in state-subsidized early childhood education programs administered by public schools or in Kindergarten through second grade and who are participating in the NSLP?
- 3) For the Start Smart program:
- a) Is the SFA in compliance with SB 07-059 by not charging students in all grades for the reduced price for breakfast?
 - b) Are claims being filed correctly regarding the Start Smart Program (i.e., claiming these meals as reduced for the federal claim)?
- c. Allow CDE to manage standard comments, including:
- 1) Maintenance Table to manage State-specific standard comments via the web (i.e., “library” of standard comments).
 - 2) Findings.
 - 3) Technical Assistance or Suggested Actions.
 - 4) Maintenance table to manage all question-level tooltips (e.g., question 101, 102) on the web.

- d. Allow CDE to track technical assistance to LEAs, including:
 - 1) Area of assistance.
 - 2) Method of assistance (e.g., email, phone call, etc.).
 - 3) Reviewer providing assistance.
 - 4) Date(s) related to assistance.
 - 5) Recipient of assistance.

- e. Allow CDE to track communications with LEAs, including:
 - 1) Dedicated web screen to track key communications between the State and the Sponsor.
 - 2) Confirmation Letters.
 - 3) Finding Letters.
 - 4) Fiscal Action Notification.
 - 5) Appeal Correspondence.
 - 6) Closure Letters.

- f. Allow CDE to generate letters to LEAs regarding the Administrative Review, including:
 - 1) Generation of the following State-specific letters.
 - a) Finding Letter.
 - b) Closure Letter.
 - c) Overclaim/Fiscal Action Letter.

- f. Allow CDE to manage a statewide dashboard, including the following:
 - 1) Online summary and drill-down business analytics to help manage the overall Administrative Review process at a state-level.

- 2) At a glance summary of how many reviews are at which point in the review process (e.g., scheduled, off-site, on-site, CAD response, closed).
 - 3) Drill-down data by review milestone, Reviewer, Sponsor, Region.
- g. The Administrative Review enhanced software shall be completed no later than October 31, 2013.
23. Summer Food Service Program (SFSP) Review Compliance Module. The SFSP module consists of the Web-based Compliance (sub-module with SFSP module) and the laptop compliance software module.
- a. The Web-based module shall include the following:
- 1) Review Dashboard screen which is a summary screen of all reviews performed for a SFSP Sponsor. Effort includes:
 - a) Creation of the Dashboard launching screen.
 - b) Creation of security related to the Dashboard.
 - c) System Integration Testing and support related to User Acceptance Testing.
 - 2) Review Information screen which provides the State the ability to schedule and track a SFSP review. Effort includes:
 - a) Creation of specifications.
 - b) Creation of the screen:
 - c) "Tie in" to the SFSP laptop module with key review information from this screen.
 - d) System Integration Testing and support related to User Acceptance Testing.
 - 3) Sponsor Information screen which provides basic information regarding the Sponsor from the Sponsor Profile and SFSP Sponsor Application, as well as provides the ability to enter Agency Representative contact information related to the review. Effort includes:
 - a) Creation of specifications.

- b) Creation of the screen.
 - c) “Tie in” to the SFSP application for Sponsor information.
 - d) System Integration Testing and support related to User Acceptance Testing.
- 4) Sites screen which provides a list of all sites to be included/included in the review. Effort includes:
- a) Creation of specifications.
 - b) Creation of the screen related to:
 - (i) Site Tracking Counts section (i.e., number of approved applications, number of sites reviewed, etc.).
 - (ii) Sites section (i.e., ID, Site Name, number of CADs, etc.).
 - c) “Tie in” to the SFSP application for Site information.
 - d) System Integration Testing and support related to User Acceptance Testing.
- 5) Serious Deficiency screen which provides a list of serious deficiency information. Effort includes:
- a) Creation of specifications.
 - b) Creation of the screen:
 - (i) Serious Deficiencies section (i.e., ID number, Declaration Date, number of approved applications, number of sites reviewed, etc.).
 - (ii) Sites section (i.e., ID, Site Name, number of CADs, etc.).
 - c) “Tie in” to the SFSP Sponsor Application Internal Use Only section identifying that the Sponsor is seriously deficient.

- d) System Integration Testing and support related to User Acceptance Testing.
- 6) Commendations screen which provides the ability to identify commendations for a Sponsor. Commendations can also be noted within the laptop software and uploaded into this screen. Effort includes:
- a) Creation of specifications.
 - b) Creation of the screen.
 - c) System Integration Testing and support related to User Acceptance Testing.
- 7) Comments screens which provide the ability to enter and maintain internal State comments as well as comments for the Sponsor. Effort includes:
- a) Creation of specifications.
 - b) Creation of the following screens:
 - (i) Notes to the Sponsor screen.
 - (ii) State Agency Internal Use Only Notes.
 - c) System Integration Testing and support related to User Acceptance Testing.
- 8) Findings screen which provides the ability for Sponsors to respond to finding identified during a review by submitting corrective action documents (CADs). The State can also use this screen to add new findings that were not uploaded into CNP as part of the review. Effort includes:
- a) Creation of specifications
 - b) Creation of the screens
 - (i) Summary screen (i.e., list of all CADs)
 - (ii) Findings Detail screen.
 - (iii) Corrective Action Documents screen.

- c) “Tie in” to the SFSP laptop modules for findings identified during the review.
 - d) System Integration Testing and support related to User Acceptance Testing.
- b. The Laptop Module which shall include:
 - 1) Summary screen which includes a summary of the review Effort includes:
 - a) Creation of specifications.
 - b) Creation of the screens.
 - c) Ability to download and upload review findings information to enable Sponsor CAD development and submission via the web.
 - d) “Tie in” to the SFSP Compliance web module for general review information.
 - e) System Integration Testing and support related to User Acceptance Testing.
 - 2) Sponsor-level and Site-level Compliance Review Questions screens which identify all the questions and related data entry tables required to conduct the onsite review. Effort includes:
 - a) Creation of specifications.
 - b) Creation of the screens.
 - (i) Sponsor-level.
 - (ii) Site-level.
 - c) “Tie in” to the SFSP Compliance web module for the Findings/CAD screens.
 - d) System Integration Testing and support related to User Acceptance Testing.
 - 3) Standard Comments screens which provide CDE the ability to enter a series of standard comments that can be used by Reviewers. Standard comments are CO-DOE-developed and can help

standardize state reviews, as well as reduce time required for a Reviewer to complete a review. Effort includes:

- a) Working with CO-DOE to define standard comments.
 - b) Creation of the screens.
 - (i) Standard Comments.
 - c) Linking of standard comments to specific questions/findings.
 - d) System Integration Testing and support related to User Acceptance Testing.
- c. The fixed price cost for this module includes a single, one-time conversion of the last review date for SFSP reviews. By converting this data, the system can then automatically schedule the “next review” using the three (3) review cycle rule.
- d. The delivery of the SFSP Compliance web module includes the following reports:
- 1) Conditional Status: Identifies Sponsors that are seriously deficient or have been identified as high risk.
 - 2) Review Status: Summary of review statuses based on selected criteria.
 - 3) One Year Schedule: Identifies Sponsors that are scheduled for a review in a specified year.
 - 4) Summary of Fiscal Action: Identifies Sponsors with fiscal actions.
 - 5) USDA: Identifies all Sponsors that have been reviewed within a specified program year.
- e. The Deliverables for this module include:
- 1) Project Work Plan. This deliverable provides a detailed project work plan developed using Microsoft Project. This work plan identifies tasks, start date, end date, milestones, and predecessors.
 - 2) Technical Design Specifications. This deliverable provides detailed specifications for each screen on the web and laptop. The

specifications identify screen behavior, field name, field location, field type, business rules and edit checks, and associated error codes.

- 3) Transition Plan. This plan provides the roadmap for implementation. It clearly defines the work steps related to last review date data conversion, software testing, state training, and implementation.
- 4) Training. This deliverable includes the development of training materials and the execution of a training session to CO-DOE staff.
- 5) User Manual/Online Help. This deliverable provides the user manual for use of the software on the web and laptop. The approved user manual is then translated into online help on the web.
- 6) Delivery of Software. This is the final delivery and implementation of the web and laptop SFSP compliance software.

f. The SFSP module shall follow the following implementations schedule:

Task /Deliverable	Target Start	Target End
STARTUP PHASE		
Project Initiation	October 1, 2013	October 11, 2013
Project Planning and Startup	October 1, 2013	October 11, 2013
REQUIREMENTS PHASE		
Conduct Joint Application Development Sessions	October 14, 2013	October 18, 2013
Conduct Follow-up Meetings	November 12, 2013	November 15, 2013
DESIGN PHASE		
SFSP Compliance Web Module		
Develop Specifications	October 21, 2013	November 11, 2013

Task /Deliverable	Target Start	Target End
Finalize Specifications	November 21, 2013	November 28, 2013
SFSP Compliance Laptop Module		
Develop Specifications	November 1, 2013	November 18, 2013
Finalize Specifications	December 2, 2013	December 9, 2013
DEVELOPMENT PHASE		
SFSP Compliance Web Module	December 5, 2014	February 15, 2014
SFSP Compliance Laptop Module	December 20, 2014	March 15, 2014
Define Security Groups and Rights	January 6, 2014	January 31, 2014
Develop Plans	January 15, 2014	February 15, 2014
Develop Last Review Date Conversion Scripts	January 15, 2014	February 15, 2014
TEST PHASE		
CCG Testing	February 16, 2014	March 24, 2014
Test Data Conversion	April 1, 2014	April 15, 2014
CO-DOE Testing (User Acceptance Testing)	April 1, 2014	May 15, 2014
IMPLEMENTATION PHASE		
User Manuals/Online Help	April 1, 2014	May 15, 2014
Security Setup	May 1, 2014	May 15, 2014
State Training	June 2, 2014	June 6, 2014
GO LIVE		
Perform Data Conversion	June 1, 2014	June 15, 2014

Task /Deliverable	Target Start	Target End
Perform Final Software Configurations	June 1, 2014	June 15, 2014
Finalize Security	June 1, 2014	June 15, 2014

D. Paragraph VII.A. shall be amended by increasing the maximum amount payable to Contractor by \$399,975 for the followings tasks:

Task / Deliverable	Amount	Payable
Revisions to the application module for 2013-2014 (paragraph VI.C.12) <ul style="list-style-type: none"> • Sponsor application (\$2,625) • Checklist summary (\$1,785) • Site application (includes rollover) (\$6,090) • Miscellaneous, including Seamless Summer Option claim rule; add claim preparer, date, okay to pay and date; food service management company report, add free and reduced eligibility data from the site enrollment section; add columns to each school's data on the claim export report; and revised all affect reports to include these changes) (\$3,675) 	\$14,175	Upon completion of the revisions to the application module and acceptance by CDE
Training Module (paragraph VI.C.20)	\$14,750	Upon delivery of the module and acceptance by CDE
Administrative Review Module (base) (Paragraph VI.C.21)	\$85,000	Upon delivery of the module and acceptance by CDE
Administrative Review Module (enhanced software) (Paragraph VI.C.22)	\$54,300	Upon delivery of the module and acceptance by

Task / Deliverable	Amount	Payable
<ul style="list-style-type: none"> • Sponsor access (\$5,400) • State forms (CO-1 general form) (\$7,500) • Managing standard comments (\$6,500) • Enhanced technical assistance tracking (\$7,500) • Tracking Communications (\$7,350) • Generate state specific letters, including findings, closure and overclaim / fiscal action letters) (\$5,550) • Statewide dashboard (\$14,500) 		CDE
SFSP Review Module (Paragraph VI.C.23)	\$58,000	Upon delivery of the module and acceptance by CDE
License and maintenance	\$77,750	Once annually
Hosting including: <ul style="list-style-type: none"> • 2 Web Servers (Production & Test Environments) • 1 database server (production) • 1 database server (data warehouse & test environments) 	\$96,000	Monthly (\$8,000 / month)
TOTAL	\$399,975	

Payment shall be made upon delivery of the application revisions and additional modules 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 September 20, 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

Colyar Consulting Group, Inc.

By: Richard Roekner
Name of Authorized Individual

Title: Vice President
Official title of Authorized Individual

Richard Roekner
*Signature

STATE OF COLORADO

John W. Hickenlooper, GOVERNOR

Colorado Department of Education
Robert Hammond, Commissioner

Jim Hammy
By: Robert Hammond, Commissioner

Date: 9/12/13

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: 9-17-13