

CONTRACT AMENDMENT NUMBER 6

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. Section V.A. shall be amended by extending the performance period through September 30, 2015.
- B. Paragraph VI.C shall be amended by adding the following new paragraphs VI.C.24. through VI.C.26 Contractor shall provide a system that allows:

24. Enhancement 2015-01

The Contractor shall revise the Summer Food Service Program Module as follows:

- a. Commencing in 2014-15, revise the Sponsor Application as set forth below:

- 1) Email only the sponsor contact for packet returns/approval/denial.
- 2) Include on the approval email: *“Please be sure to check your application to determine which site(s) were approved.”*
- 3) For Sponsor Application questions 12, 27, and 32 change *“This person will attend current program year's training”* to *“This person will complete the CDE required annual training.”*
- 4) Change Sponsor Application question 33 to say *“Will the Sponsor be contracting with a vendor?”*
- 5) Add the following question to the Sponsor Application under “Training Attendance”.

43. A check box with 'The sponsor will conduct training for all SFSP staff involved in the Program.' Date training will be conducted: (text box).

- 6) On the Internal Use Only Screen there should be no error for returning sponsors or SFAs for 'CDE OSN pre-operational visit is required.' If the new sponsor participates in the NSLP and/or the SBP and is in good standing, they do not require a pre-approval visit.

- a) Change "*CDE OSN pre-operational visit is required*" to "*CDE OSN pre-approval visit is required.*"
- 7) On the Internal Use Only screen error regarding the date pre-approval visit has been completed: Do not show an error for sponsors participating in the NSLP and SBP. (Add a question about this on the Sponsor application: Does this agency participate in the NSLP and/or SPB? If they answer yes that they are participating, this error would not come up.)
- 8) Change the title "*Vendors (FSMC & SFA)*" to "*Vendors (FSMC)*".
- 9) Under Vendors, question 33, change language to "*Will the Sponsor be contracting with a vendor?*"
- 10) Add the following question under Vendors:
- 34: Was the contract obtained using competitive bidding procedures? If answer is no, populate an error "Please contact the CDE OSN for further instruction."*
- If the answer is no to the existing question 34, populate an error "*please contact the CDE OSN for further instruction.*"
- 11) If the answer to question 35 is yes, populate the following question:
- "Was the CDE OSN Summer RFP contract used to obtain the vendor?" If this answer is no, populate an error, "Contact CDE OSN for further instruction."*
- 12) Add the following question under Vendors:
- "Is the sponsor in compliance with the regulations surrounding non-delegable duties? (I.e., specific program management responsibilities (such as meal ordering, official recordkeeping, claiming, training and monitoring administrative and site staff, making media announcements, and determining income eligibility) are not being contracted out to the FSMC.)"*
- 13) At the end of the Vendor questions section, insert questions 10-15 from the food production facility form. To this section, add the title: Vended Facility Information.

- 14) Change question 11 (currently on food production facility) to "If meals will be vended, indicate whether the Sponsor is using the state agency's FSMC contract or has received state agency approval to use an alternate form."
- 15) Under question 11 (currently on the food production facility) answers to #11 will cause the following forms to populate under Checklist Summary:
 - a) I will be using the state agency's FSMC contract: This will populate a blue paperclip on the SFSP Checklist screen with an FSMC contract.
 - b) I have received state agency approval to use an alternate form: This will populate a blue paperclip on the SFSP Checklist screen with an alternate form.
- 16) Change title Sponsor Contact for Vendor to "Vendor Contact Information."
- 17) Correct spelling for question 'is the vendor registered with the CDE OSN unit?'
- 18) Question 43 should enable another question. If the answer to question 43 is No add the following question:

"Please explain (will be a text box for sponsors to fill in)."
- 19) General Questions: After question 46, 'List any federal agency...' should be its own question. (This should be question #47.)
- 20) Add a final question:

"Do you have any additional attachments you need to upload to the system?"

This will cause another checklist item to populate.
- 21) Add a final paragraph to the certification statement:

"If this agency is a governmental entity or private non-profit, I certify that the sponsor has direct operational control at each site."

- 22) Add a question after 44:

"Describe the sponsor's site staffing and monitoring plans."
Include a dialogue box.
 - 23) Add at the end of the certification statement:

"I understand I have the right to appeal if I feel my application was denied by the state agency in error."
- b. Commencing in 2014-15, revise the Food Production Facility List as follows:
- 1) Remove questions 10-15 (these will now be on the Sponsor Application).
 - 2) For question 1 change the drop down options to: Purchased from a Vendor, Purchased from an SFA, Sponsor's Central Facility.
- c. Commencing in 2014-15, revise the Checklist Summary as follows:
- 1) Allow for an additional paperclip to populate to upload additional materials, based on the answer to this new question on the sponsor application: "Do you have any additional attachments you need to upload to the system?"
 - 2) Under Checklist Summary, include a health department notification letter to populate for all sponsors.
 - 3) All enrolled and camp sites will need a checklist item for: Policy Statement.
- d. Commencing in 2014-15, revise the Field Trips screen as follows:
- 1) Provide ability to enter multiple dates or date range on the field trip form.
 - 2) Add ability to delete a field trip, if necessary.
- e. Commencing in 2014-15, revise the Site Application as follows:
- 1) Under Site Type, add a question (after current question 20):

"Is this a non-profit site?" Y/N.

- 2) Under Site Type, add a question:

"Is this site associated with and/or operated by a public housing authority?" Y/N. "If yes, please enter which public housing authority" (text box).
 - 3) Add a new question, 23. If the answer to 22 is no, then 23 will come up. It will say:

"Has the sponsor conducted the required pre-operational visit for this site?" If the answer is no, the system will throw an error.
 - 4) Question 33: Move the answer to the line after the example. Also update the e.g., description to include more options: covered picnic space, canopy, other ("other" will have a text box).
 - 5) Under each meal service method (B5, A5, L5, P5, S5) change the drop down options to: Prepared on Site, Purchased from a Vendor, Purchased from an SFA.
 - 6) Ensure that the census data is not locked in so that sponsors can update it annually.
- f. Commencing in 2014-15, add the following Reports:
- 1) A report that shows all sites under associated sponsor that require a pre-operational visit.
 - 2) A report that shows all sites under associated sponsor requiring a state pre-approval visit
 - 3) A report that shows the amount of money projected to be left over (stated on the budget) versus actual claim amounts paid to show what sponsors should have left over for next year's operations.
 - 4) A report that is an Excel export of all SFSP claims, similar to the claim export for the NSLP, SBP, etc.
- g. Commencing in 2014-15, update the following Report:
- 1) Update the existing SFSP Site Application Export report so that the user can select either all sites or only approved sites and populate the report accordingly.

25. Enhancement 2015-02

Commencing in 2015-16, revise the School Nutrition Program application as follows:

a. Sponsor Application

- 1) All fields must roll over except #39 (counting & claiming) and #44 (substantive change to F&R Policy Statement).
- 2) All questions that apply to the sponsor must be required fields.

b. Site Applications

- 1) All fields must roll over except for #36 (type of breakfast service) and C7 (ACSP start and end dates).
- 2) Attendance factors must roll over.
- 3) All questions that apply to the site must be required fields.
- 4) Breakfast

a) Add a question before B6:

"Per House Bill 13-1006, is this site required to participate in the Breakfast after the Bell Nutrition Program in this current school year? Please refer to the Instructions for Applying for more information." (Yes/No)

b) B6 - Change "In the cafeteria after the bell (i.e., after 1st period) to: "In the cafeteria after the tardy bell."

c) B6 - Change "Grab 'n Go to two different options: "Grab 'n Go before the tardy bell" and "Grab 'n Go" after the tardy bell.

d) Add an Error: If the House Bill question above is answered Yes and the SFA does not choose one of the following on B6 (In the cafeteria after the tardy bell, Breakfast in the Classroom, Grab 'n Go after the tardy bell, or Other), this will generate an error that will say, "Because this site is

required to participate in the Breakfast After the Bell Nutrition Program, breakfast must be served after the tardy bell. Please revise question B7."

- 5) Revise the After School Care Snack Program (ACSP) as follows:
 - a) C3 (Extended school day) - Change the question to state, "Are you applying to serve snack during the regular school day as part of an extended school day program? If yes, the SFA must provide documentation (e.g. bell schedules) of the length of school day to the OSN ACSP consultant."
 - b) C12 (Is the program available to all students in these grade groups?): Add an error if the question is answered with a no: "This program cannot be approved, as it must be open to all students in these grade groups."
 - c) Move C13 (Approximate number of students participating) after C5 so that it becomes C6. Renumber the subsequent questions.
 - d) C14: "Language" is spelled wrong.
 - e) The October 1 Count data will be updated with the current year's data. CDE will send this file once it is available in January.
- c. Revise the Food Safety Inspection Reports as follows:

These reports must bring up schools that were active under each SFA for the applicable reporting year. The report must show the schools under the SFA that oversaw them during the applicable year.
- d. Revise Verification Collection Report as follows:
 - 1) Under Internal Use Only, add an option for the state to change the status to Error.
 - 2) When reports are resubmitted, update the date submitted so that it shows the most recent date the report was submitted.
- e. Revise the SNP009 Claim Error Report to add the ability to sort by error description.
- f. Create the following Reports:

- 1) A FFVP report that shows each site, month, and amount paid.
- 2) A FFVP data dump report in Excel that will claim information, as the Claim Export report does for NSLP, SBP, etc.
- 3) A comparison/statistics report of meal counts and earnings, which will compare a month's claim to the previous month and to this month from the previous year-and give the percent difference. Reports will be on both an SFA and school level. This will work like the Claim Export report, whereby each SFA can pull up its own information, and CDE can pull these reports state-wide.

26. Enhancement 2015-03

Commencing in 2014-15:

- a. Add CEP April Data Collection screen. The Community Eligibility Provision (CEP) screen allows Sponsors to enter their Identified Students and Enrollment data for each of their sites. This data is used in determining a site's potential eligibility in participating in the USDA provisional CEP program. A new section is added to the State's Program Group Year Defaults maintenance screen to manage the CEP screen access and due dates. This is a new screen, accessible from the Application menu.
- b. Add CEP Schedule screen. The CEP Schedule screen lists all sites that the Sponsor identified on their Site Application that they will be participating in the Community Eligibility Provision (CEP) program. The CEP Schedule works in conjunction with the claims module to ensure proper payments are made. To perform CEP:
 - 1) April data must be collected and maintained within the system (Enhancement "CEP April Data Collection").
 - 2) New CEP Schedule screen is added to the Application Packet for Sponsors to identify their CEP groups, if they had specified on the application that they are participating in CEP.
 - 3) For Sponsors and sites participating in CEP, the SNP claims screens must be redesigned to display CEP percentages, allow for only entry of Total Meals, and process payments based on the CEP rules.
- c. The following changes will be included for Community Eligibility:

- 1) Throughout the system, the name shall be Community Eligibility Provision (CEP).
- 2) New CEP Site Eligibility Screen:
 - a) In the table, the column header should be "Nbr of Identified Students" to match USDA terminology.
 - b) In the table, the column header should be "ISP" (with a hover that says "Identified Student Percentage") to match USDA terminology.
- 3) New CEP Schedule Screen
 - a) In the table, the column header should be "Nbr of Identified Students" to match USDA terminology.

27. Enhancement 2015-04

Commencing in 2014-15:

a. Add FFVP Site-level Applications:

- 1) The system currently tracks sites that are invited and approved for FFVP. This feature adds the capability of having the Sponsor actually complete an online site-level applications for the FFVP program.
- 2) Add questions: what grades are at the school, what grades are participating, how many students are expected to participate, how many days will the FFVP be served, and F&R eligibility (can pull from the same eligibility table that is used for ACSP).

C. Paragraph VII.A. shall be amended by increasing the maximum amount payable to Contractor by \$242,186 payable as follows:

Task / Deliverable	Deliverable Date	Payable	Amount
2015-01: Revisions to the SFSP Application Packet	September 1, 2014	Upon completion of SFSP Module revisions and delivery to the UAT environment.	\$8,740

Task / Deliverable	Deliverable Date	Payable	Amount
		Upon approval for and delivery to the Production environment	\$8,740
2015-03: Revisions to the SNP Application Packet	September 30, 2014	Upon completion of the SNP revisions and delivery to the UAT environment.	\$6,850
		Upon approval for and delivery to the Production environment	\$6,850
2015-03: Community Eligibility Provision	August 31, 2014	Upon completion of enhancement and delivery to the UAT environment.	\$14,203
		Upon approval for and delivery to the Production environment	\$14,203
2015-04: Fresh Fruit & Vegetable Program application	September 30, 2014	Upon completion of enhancement and delivery to the UAT environment.	\$4,425
		Upon approval for and delivery to the Production environment.	\$4,425
License and maintenance		Once annually	\$77,750

Task / Deliverable	Deliverable Date	Payable	Amount
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) 		Monthly (\$8,000 / month)	\$96,000
		TOTAL	\$242,186

D. Paragraph X. shall be amended by adding the following new provisions:

E. Protection

If Contractor provides physical or logical storage, processing or transmission of State data that constitutes Personally Identifiable Information (PII), Contractor shall provide, and shall use commercially reasonable efforts to cause any Subcontractors to provide, physical and logical protection for such PII that in all material respects meets or exceeds generally accepted industry standards and requirements. In this regard, Contractor shall provide a password-protected FTP site for transmissions of PII from the State, shall utilize secure socket technology on such site, and shall host such PII in a secure facility. For purposes of this Contract, Personally Identifiable Information (PII) means all the information identified in 34 C.F.R. Part 99, Section 99.3, including a person's first name or first initial and last name in combination with his or her social security number or driver's license number or identification number, including address. PII also means a dataset that is linked to a specific individual that would allow a reasonable person in a school community, who does not have knowledge of the relevant circumstances, to identify the individual with reasonable certainty.

Contractor, if it retains, stores, or is given PII, shall comply in all material respects, and shall use commercially reasonable efforts to cause any Subcontractors to comply in all material respects, with applicable State and federal regulations and guidelines related to Contractor's obligations in respect of security, confidentiality and auditing of such PII, including the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g and 34 C.F.R. Part 99. Contractor shall review, on a semi-annual basis, the Colorado Cyber Security Program (CCSP), posted at <http://www.colorado.gov/cs/Satellite/Cyber/CISO/1207820732279>, to endeavor to ensure compliance in all material respects with the standards and guidelines published therein and applicable to Contractor and the services to be rendered by Contractor under the Contract.

Contractor shall perform, and shall use commercially reasonable efforts to cause any Subcontractors to perform, in a form reasonably acceptable to the State, a background check at the time of hiring on each of its respective employees who are assigned to perform services under the Contract or who will have access to PII provided under the Contract.

F. Security-Notice

Contractor is responsible for the security of all information provided to it by the State. If PII is provided to Contractor or any Subcontractor by the State, Contractor shall comply in all material respects with and shall use commercially reasonable efforts to cause its Subcontractors to comply in all material respects with the State's Cyber Security Policies applicable to Contractor and to the services to be rendered by Contractor under the Contract, which the OIS has promulgated pursuant to C.R.S. Sections 24-37.5-401 through 406 and 8 C.C.R. Section 1501-5. The Policies are currently posted at <http://www.colorado.gov/cs/Satellite/Cyber/CISO/1207820732279>, and the State shall promptly notify Contractor in writing of any updates, amendments or modifications to such Policies.

G. Security Breach Remediation

If Contractor becomes aware that there has been unauthorized acquisition of PII (electronic or otherwise) from a database on a server hosted by Contractor and used in performance of the Contract, or if Contractor reasonably believes that PII

has been accessed by a third party other than through methods authorized by the Contract, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity (if any) to involve law enforcement, and notice shall be provided as required by applicable law.

Contractor shall be responsible for performing an analysis to seek to determine the cause of any data security breach and for producing a remediation plan to reduce the risk of incurring a similar type of breach in the future. Contractor shall present such analysis and remediation plan to the State within ten (10) days after notifying the State of such data security breach. The State reserves the right to request adjustments to this plan, in its reasonable discretion and after consultation with Contractor, if the State reasonably believes such proposed plan does not comply in all material respects with the data security obligations required under applicable law in respect of PII.

Notwithstanding the foregoing or anything in the Contract to the contrary, (i) it is expressly understood and agreed that Contractor's responsibilities and obligations hereunder and under the Contract in respect of PII and other information or data received from the State shall relate only to the period of time during which such PII and other information or data is hosted and maintained by Contractor on Contractor's designated server, and (ii) in no event shall Contractor have any responsibility or liability in respect of (a) any PII or other information or data if and to the extent any such PII or other information or data is disclosed or made public in connection with or as a result of the transmission of such PII or other information or data in a non-encrypted format from the State or any of its representatives or agents to Contractor or Contractor's designated FTP site, server, website, or facility, or (b) any PII or other information or data used or disclosed by any person or entity who obtains access to such PII through use of the State-administered login procedures or through any portal or website administered by the State or by any entity other than Contractor on behalf of the State..

H. End of Agreement Data Handling

The Parties agree that on the termination of the provision of data processing/storage services, Contractor shall, at the election of the State, as communicated to Contractor in writing within thirty (30) days prior to termination of the data processing/storage services, return to the State all the PII transferred to

Contractor by the State and the copies thereof then in Contractor's possession, or shall destroy all such PII and, upon written request, shall certify to the State that it has done so, unless legislation or an order imposed upon Contractor prevents it from returning or destroying all or part of the data transferred. In that case, Contractor warrants that it will maintain the confidentiality of the data transferred and not so returned or destroyed and will not actively process the data transferred anymore.

I. Disposition of Data

The State retains the right to use, in the State's sole discretion, the established operational services set forth in the Contract to access and retrieve PII stored on Contractor's infrastructure. Contractor and Subcontractor warrant that upon written request of the State and/or of the supervisory authority, Contractor will submit its data processing facilities for an audit of the measures referred to in [Paragraph IX.D]; provided that (i) Contractor shall not be required to submit to more than one such audit in any twelve (12) month period, (ii) any such audit shall be at the State's sole cost and expense and shall be undertaken in a manner so as to minimize disruption to Contractor's business and operations to the greatest extent possible, and (iii) Contractor shall be permitted to limit or restrict access to any information, documents, software, source code, object code, processes or data (other than PII) if Contractor determines that disclosure of or access to any of the foregoing could constitute a waiver of any privilege or result in the disclosure of any competitively sensitive information or materials.

J. Certain Limitations

If Contractor or any of its Subcontractors will or may receive PII under the Contract, Contractor shall provide for the security of such PII, in a form acceptable to the State, including, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor shall take full responsibility for the security of all data in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.

Notwithstanding the foregoing or anything herein or in the Contract to the contrary, in no event shall Contractor be liable or responsible for any punitive, indirect, special, exemplary, consequential or other similar damages of any nature

arising out of or in connection with the performance or non-performance of the Contract, whether foreseeable or not and regardless of whether such damages are grounded in tort, strict liability, contract or otherwise.

VII. START DATE

This Amendment shall take effect on the later of its Effective Date or June 20, 2014.

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 Roegner
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]

Date: 7-28-14

*Signature

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: 7-31-14