

## **CONTRACT AMENDMENT NUMBER 1**

### **I. PARTIES**

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between ThomasKelly Software Associates, LP, 1 Sugar Creek Center Boulevard, Suite 410, Sugar Land, Texas 77478 (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 implement a state-wide data collection and management system in a web-enabled format for the 21st Century Community Learning Centers (21st CCLC) grant program and automate the annual reporting process to the United State Department of Education (USDOE).

### **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 V.A. shall be amended to extend the performance period through December 31, 2013.
- B. Paragraph VI.F. shall be amended by adding new paragraph 1 as follows:
  - 1. Contractor shall make the system available to all users continuously through December 31, 2013 without any breaks in service.
- C. Paragraph VII.C shall be amended by adding the following new paragraphs:
  - 6. Payments for the period January 1, 2013 through December 31, 2013 shall include the annual subscription fees for CDE, up to 56 Grantees and up to 122 sites. The subscription fee for 2013 shall be due within 45 days of January 1, 2013 or the effective date of the contract, and upon receipt of a valid invoice in the amount of \$76,250.00.
  - 7. Payment in the amount of \$2,059 to cover one year's premium for the privacy insurance required under paragraph XIII.B.8. upon receipt of proof of insurance and an invoice for the coverage.
  - 8. Payment for EZReports training at three sites shall be due upon completion of training according to the training implementation plan in Exhibit B-1, and upon receipt of a valid invoice in the amount of \$9,000.00 for 2013.
- D. Paragraph VII.D. shall be amended by increasing the maximum amount payable by \$87,309 for a total maximum amount payable of \$183,559.
- E. Paragraph XVI. shall be amended by revising the address for the State's representative as follows:

Tom Denning  
Department of Education  
201 East Colfax, Mail Drop 31  
Denver, Colorado 80203

F. Paragraph XIII.B. shall be amended by adding the following new paragraphs 8.

8. Privacy Insurance

Such insurance shall include, at a minimum, coverage for claims and losses with respect to network or data risks (such as data breaches, release of confidential information, unauthorized access/use of information, identity theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) Minimum limit of coverage of \$1,000,000.00 per occurrence.

G. Exhibit A shall be deleted and replaced with Exhibit A-1, attached hereto and incorporated herein by reference.

H. Exhibit B shall be deleted and replaced with Exhibit B-1, attached hereto and incorporated herein by reference.

**VII. START DATE**

This Amendment shall take effect on the later of its Effective Date or January 1, 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**

*Felix Thomas*

ThomasKelly Software Associates, LP

By: FELIX THOMAS

Name of Authorized Individual

Title: PRESIDENT

Official Title of Authorized Individual

*Felix Thomas*

\*Signature

**Office of Information Technology**  
Kristin Russell, CIO

By: *Brenda Berlin*

Signature - Authorized OIT Representative

Date: 12.27.12

**STATE OF COLORADO**

John W. Hickenlooper, GOVERNOR

**Colorado Department of Education**

Robert Hammond, Commissioner

*Robert Hammond*

By: Robert Hammond, Commissioner

Date: 12-19-12

**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: *David J. McDermott*

Date: 12/28/12

## EXHIBIT A-1

### EZREPORTS SYSTEM IMPLEMENTATION PLAN

1. Contractor shall continue to provide a master roster report showing all students and including each student's daily afterschool class schedule and transportation routing using the attached sample.
2. Contractor shall migrate all schools from the previous year database for Colorado in the spring of 2013 within a time frame to be mutually agreed upon by both parties for each respective school year.
3. CDE, as the designated State Level User, shall enter all grant directors and set their privileges in EZReports.
4. CDE shall set up the State level Assessments in EZReports.
5. EZReports is a hierarchical user database system with separate interfaces for each of the following three users:
  - a) **State User:** Able to set up and manage all grantees/Local Education Agencies in the system including defining user privileges for program directors. The State Level User is able to set up system wide parameters and can monitor each program or even each site by drilling down to their access level. Users at this level have the ability to run system-wide reports and can generate 21st Century Community Learning Centers (CCLC) Profile and Performance Information Collection System (PPICS) (Grantee Profile Report (GPR) and Annual Performance Report (APR)) reports for all 21st CCLC funded programs/sites. The PPICS reports are generated in excel format and can be sent to Learning Points for uploading into the PPICS system without individual program directors having to manually enter the information.
  - b) **Program Director:** Able to set up and manage all sites including defining user privileges for the Site Coordinators. The Program Director User can monitor the activities and attendance data for all sites. Several Reports can be generated in real time at the Program Director's discretion.
  - c) **Site Coordinators:** Able to set up activities, register students, print completed registration forms, enroll and de-enroll students in activities/sessions, generate weekly rosters, enter attendance and print various reports. The Site Coordinator can monitor attendance and performance of each student and submit monthly attendance to the Program Director. EZReports enables Site Coordinators to spend less time administering & reporting data and more time focusing on site activities.

## **EXHIBIT B-1**

### **EZREPORTS SYSTEM USER TRAINING IMPLEMENTATION PLAN**

1. Contractor will provide onsite training at three State identified locations in Colorado during a mutually agreed upon month in 2013.
2. All identified Users under this Contract will have received CDE assigned log in and user password before the initial Contractor provided training.
3. Training will be presented by two trainers from the University of Michigan, each of whom will spend one day in each of the three (3) identified locations. As described in Sections VII.A and C of this Contract, all expenses for the trainers are included. .
4. The onsite training shall include the following:
  - a. One 2-hour session for CDE Users (in one location only)
  - b. One 2.5-hour session for Program Director Level Users (all locations)
  - c. One 2.5-hour session for Site Level Users (all locations)
5. Arrangements for facilities and training logistics will be handled by CDE in agreement with the Contractor. Contractor will make all travel arrangements for the instructors.