

KSDE CONTRACT NO. 652-11-1691  
July 1, 2011 – June 30, 2015  
STATE BOARD – UTAH STATE UNIVERSITY,  
TECHNICAL ASSISTANCE FOR EXCELLENCE  
IN SPECIAL EDUCATION

Amendment 1 to Contract# 652-11-1691  
BETWEEN THE KANSAS STATE BOARD OF EDUCATION  
AND  
THE UTAH STATE UNIVERSITY, TECHNICAL ASSISTANCE FOR EXCELLENCE  
IN SPECIAL EDUCATION CENTER FOR PERSONS WITH DISABILITIES

THIS ADDENDUM AGREEMENT, effective May 2, 2013, is made by and between the Kansas State Board of Education, hereinafter referred to as the "BOARD" and the Utah State University, Technical Assistance For Excellence in Special Education Center for Persons with Disabilities, hereinafter referred to as the "CONTRACTOR" for the purpose of amending the Agreement executed by the parties with an effective date of July 1, 2011.

NOW THEREFORE, the BOARD and CONTRACTOR agree to modify and amend said Agreement as follows:

1. The BOARD entered into an Agreement with CONTRACTOR to provide services to the BOARD as described in the original Agreement. To fulfill the terms of the Agreement, CONTRACTOR requires access to student records which contain personally identifiable information (PII). Because of federal and state law requirements, CONTRACTOR agrees to enter into a data sharing agreement with the BOARD before the Kansas State Department of Education (KSDE) will provide the PII to CONTRACTOR. The executed data sharing agreement is attached to this Addendum as Attachment B.

2. CONTRACTOR intends to enter into an agreement with Data Driven Enterprises, hereinafter referred to as "DDE," for the data collection and analysis related to Indicator 14, which measures the percent of youth with Individual Education Plans (IEP) who are no longer in secondary school and who have been competitively employed, enrolled in some type of postsecondary school or both within one year of leaving secondary school. Pursuant to this subcontract, DDE also will have access to student records which contain PII.

3. The BOARD now specifically grants permission for CONTRACTOR to enter into a agreement with DDE, and share with and/or provide PII to DDE but only if DDE also enters into a data sharing agreement directly with the KSDE. CONTRACTOR agrees that the DDE data sharing agreement with the KSDE must be executed prior to providing any PII to DDE. The executed data sharing agreement with DDE is attached to this Addendum at Attachment C.

4. CONTRACTOR agrees not to subcontract or enter into any agreement with any other entity without the express prior written permission of the Board.

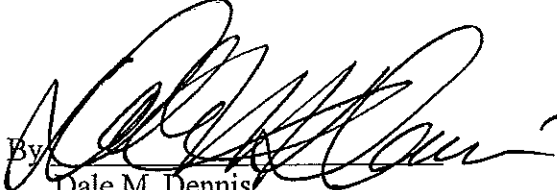
5. The provisions contained in the Contractual Provisions Attachment (Form DA-146a), attached hereto (Attachment A), are incorporated by reference and made a part of this Agreement as though fully set forth at length herein.

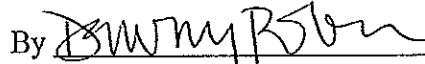
6. EXCEPT as otherwise expressly provided herein, the terms and conditions of the Agreement previously executed by the parties shall remain in full force and effect in all respects.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Agreement to be effective the date first above written.

Kansas State Board of Education  
120 Southeast Tenth Avenue  
Topeka, Kansas 66612-1182

TAESE  
Utah State University  
1780 N. Research Pkwy No. 112  
Logan, Utah 84341

By   
Dale M. Dennis  
Deputy Commissioner of Education

By   
Dawsey Robins  
Sponsored Programs Contract  
Administrator  
CONTROL # 110926

Date 5/6/13

Date 5/13/13

CONTRACTUAL PROVISIONS ATTACHMENT A

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
3. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
4. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

5. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
8. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
9. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

10. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
11. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
12. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.