



UTAH STATE BOARD OF EDUCATION

CONTRACT AMENDMENT

Amendment: 1 **To Contract:** 166014

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, Utah State Board of Education, referred to as State Entity or USBE and, Multidimensional Software Creations, referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. Contract Period:

Original Starting Date: 7/1/2015

Current Ending Date: 7/1/2020

New Ending Date: 7/1/2020

2. Contract Amount:

Current Contract Amount: \$278,222.00

Amendment Amount: \$0.00

New Contract Amount: \$278,222.00

3. Other changes: (attach additional pages as necessary)

Attachment C: Scope of Work shall be amended to include Attachment C-1 Scope of Work TEDI Website Redesign to be Implemented FY19-FY20 dated 6/5/2018.
Attachment D: Budget shall be amended to include Attachment D-1 Budget dated 6/5/2018
Attachment E: FERPA is added to this contract

4. Effective Date of Amendment: 6/5/2018

All other conditions and terms in the original contract and previous amendments remain the same.

THE PARTIES, INTENDING TO BE LEGALLY BOUND, have executed this amendment on the date first set forth above.

CONTRACTOR

Kenneth L Bailey 7/2/2018
Contractor's signature Date

Kenneth L Bailey, CEO

Type or Print Name and Title

STATE

Scott Jones 7/16/18
Agency's signature Date

Scott Jones, Deputy Superintendent of
Type or Print Name and Title Date Operations

Zac Christensen
Agency Contact Person

801-538-753
Telephone Number

Zac.christensen@schools.utah.gov
Email

Attachment C-1: Scope of Work

TEDI Website Redesign to be Implemented FY19-FY20

Overview

The Transition from Early Intervention Data Input (TEDI) System automates the process of notifications from IDEA Part C to Part B agencies, and also provides necessary Federal reporting on Part C to Part B timeliness. The system was originally developed and is currently maintained for the Utah State Board of Education (USBE) by Multidimensional Software Creations (MDSC).

The TEDI System of the Utah State Board of Education (USBE) was developed over 10 years ago. It was developed using technologies that are no longer current and do not implement security best practices. Rather than retrofit security improvements to the existing, out-of-date website, it is recommended that the system be redesigned with current technologies. In particular, the technologies and security framework used in the USBE Preschool DOT system will be leveraged to reduce costs in redesigning the website.

Website Redesign

The following enhancements will be performed in FY19 (July 1, 2018 – June 30, 2019):

Infrastructure

Replace the Windows Web Forms architecture with a ASP.NET MVC framework (same framework as used in Preschool DOT). Set up automated build and deployment mechanisms to reduce deployment effort and improve maintainability (also supported in Preschool DOT). Replace custom data layer components with Entity Framework data layer for improved maintainability. Migrate existing data as needed and clean up any unused data structures. Set up automated testing framework for improved maintainability.

Existing Website Functionality

Replicate all the existing TEDI website functionality. The new website will feature improved user interface controls (e.g., improved date picker controls and drop-down selectors). The major features of the existing TEDI website include the following areas:

- Find child screens
- View / edit child information (child details, Part C info, Part B fields, Notes, Contacts)
- Child alerts list
- Child transfer ability (dashboard reminder, transfer request, transfer out, transfer now, cancel transfer)
- SSID features (manual SSID assignment, SSID status).
- TEDI system statistics
- Reports (report filter, report list, and specific reports)
- Account management activities (login, logout, new user, deactivate user, etc.)

Security Improvements

The new website will provide a number of additional security improvements that are considered best practice. These include improved user account security features such as reset password, account expiration, and lockout on failed attempts. The new framework takes advantage of additional modern web security mechanisms.

Responsive Website Layout

The redesign will include a responsive website layout that will allow the website to be more effectively used on desktop, tablet, and mobile devices (similar to Preschool DOT).

Integration Services Update

The TEDI website integrates both with the USBE SSID system as well as the UDOH Baby Watch Early Intervention Program (BWEIP) database system known as BTOTS. These services will also be updated to support the latest TEDI website code-base for reduced maintenance in the future.

Attachment D-1: Budget

Invoicing

- a. Contractor shall submit monthly or quarterly invoices electronically to the USBE email account at accountspayable@schools.utah.gov and the USBE program manager Melissa Bowe, for all goods and/or services provided in accordance with the terms on the agreement. Invoices will not be considered for payment if submitted by another method.
- b. Invoices shall include the following:
 - i. Contractor Name
 - ii. Uniquely identifiable invoice number
 - iii. Invoice date
 - iv. Contract Number
 - v. Recipient Entity's contact information (phone number and email address)
 - vi. Contractor's authorized signature
 - vii. Date(s) goods/services were provided
 - viii. Description of goods and/or services for which payment is requested
 - ix. Dollar amount requested.
 - x. Enhancement number completed, if applicable, or maintenance and support for the contract year.
- b. Invoices submitted by Contractor to USBE without the required information will not be paid and shall be returned to the Contractor for completion.
- c. All payments made to the Contractor under this agreement shall be made in the name of the Contractor, as it appears in this agreement. All payments will be sent to the address for the Contractor as it appears in the agreement. Changes to the information identified in this section must be requested in writing.
- d. To obtain payment for the goods and/or services authorized by this agreement, Contractor shall submit the itemized invoice together with supporting documentation of work performed.
- e. USBE reserves the right to question or seek clarification for any cost invoiced if the invoice is not supported by proper documentation.
- f. Contractor may be required to repay USBE if, during or after the contract period, an audit or other review determines that payments made by USBE to Contractor were incorrectly paid or were based on incorrect information received from the Contractor. USBE reserves the right to withhold any or all subsequent payments to the Contractor until the incorrect amounts paid have been fully recovered.

Compensation

Current Enhancement Spending

The table for "Enhancement Costs" in the original scope of work identified \$154,880 worth of funds to be used for new development over the course of the contract. The table below describes the current usage of the enhancement funds for the contract.

Fiscal Year	Ending	Spent	Remaining
Funds Available			\$154,880.00
FY2016	June 30, 2016	\$19,122.84	\$135,757.16
FY2017	June 30, 2017	\$21,856.50	\$113,900.66
FY2018*	June 30, 2018	\$8,651.16	\$105,249.50
Totals		\$49,630.50	\$105,249.50

* FY2018 includes spending from July 1, 2017 – March 31, 2018
(does not include April, May, and June)

Website Redesign Cost

The estimated cost for the TEDI website redesign as described in the section above is not to exceed \$66,913. Additional details on cost are provided in the table below.

Area / Activity	Cost	%
Management		
Planning and Coordination Activities	\$4,235	6.3%
Analysis		
Analysis and Redesign Activities	\$1,694	2.5%
Development		
Software Development	\$42,713	63.8%
Unit Testing	\$10,648	15.9%
System Testing		
System Testing Activities	\$6,413	9.6%
Deployment		
Deployment Activities	\$1,210	1.8%
Totals	\$66,913	100%

Proposed Remaining Enhancement Spending

The following table is the proposed remaining spending for FY19 & FY20 based on the redesign estimate and remaining funds. All enhancement funds will continue to follow the current invoicing enhancement process of USBE prioritizing and approving all spending beforehand. Monthly invoicing for work complete along with accomplishments will be provided to USBE and regular team meetings will be held to review progress.

Fiscal Year	Ending	Proposed Spending	Remaining
Funds Available			\$105,250
FY2019	June 30, 2019	\$76,913*	\$28,337
FY2020	June 30, 2020	\$20,000	\$8,337**

* FY2019 includes an additional \$10,000 of funds for enhancements outside of the scope of Website redesign (estimate based on previous year usage).

** Based on previous requests for enhancements by USBE, we don't foresee needing to use all of the enhancement funds for this contract at this time.

**Attachment E: FERPA
Multidimensional Software
Creations
Amendment: 1 to Contract: 166014**

**FERPA – STUDENT LEVEL DATA PROTECTION
STANDARD TERMS AND CONDITIONS OR REQUIRED ATTACHMENT**

The services or functions included in the State of Utah Contract involve the CONTRACTOR obtaining or using education records or personally identifiable information. Utah State Board of Education (“USBE”) is subject to Federal Education Records Privacy Act (“FERPA”) 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. Part 99, which generally requires written consent for disclosure of educational record or personally identifiable information to third parties and subject to Individuals with Disabilities Education Act (“IDEA”) Part B 20 U.S.C. § 1400.

FERPA provides a contractor, consultant, volunteer, or other outside party may be treated as a school official if the contracting party is: (a) providing services or functions that the USBE would otherwise use employees, (b) under the direct control of USBE with respect to the use and maintenance of education records and personally identifiable information, (c) subject to the requirements of 34 C.F.R. 99.33(a), and (d) limiting access within the Vendor’s organization to those who have a legitimate educational interest. 34 C.F.R 99.31(a)(1)(i)(B).

USBE and CONTRACTOR desire to have CONTRACTOR treated as a school official within the FERPA exception in 34 C.F.R. 99.31(a)(1)(i)(B) and to comply with state and federal student and family privacy laws. To protect the privacy of students and parent data, USBE and CONTRACTOR (“Parties”) include this Attachment to the Contract.

The Parties agree as follows:

1. The term of this Attachment shall remain in effect through the duration of the Contract.
2. The following definitions apply to the Attachment:
 - a. “Authorized Persons” means Contractor’s employees, officers, partners, Subcontractors or other agents of Contractor who require access to Data and who have a legitimate educational interest in the education records to enable the Contractor to perform its responsibilities under this Contract.
 - b. “Education records” includes all information accessed, collected, stored, processed, disclosed, created, or used by Vendor, including metadata and personally identifiable information, in relation to the Agreement.
 - c. “De-identified Data” is data generated from usage of i-Ready® from which all PII has been removed or obscured so that it does not identify an individual student and there is no reasonable basis to believe the remaining information can be used to identify a student. This includes removing student names, date of birth, ethnicity, financial status, school, school ID and teacher. For the purposes of this agreement, De-Identified Data will not be considered PII. Nothing in this agreement will prevent CONTRACTOR from using De-Identified Data for product development and research purposes as permitted under FERPA.

- d. "Destroy" means to remove Data from Contractor's systems, paper files, records, databases, and any other media regardless of format, in accordance with the standard detailed in NIST Special Publication 800-88 Guidelines for Media Sanitization so that the Data is permanently irretrievable in the Contractor's and Subcontractor's normal course of business.
 - e. "Incident" means the potentially unauthorized access to Data that Contractor believes could reasonably result in the use, disclosure or theft of Data within the possession or control of Contractor or Contractor's Subcontractors.
 - f. "Metadata" includes all information created manually or automatically to provide meaning or context to other data.
 - g. "Personally Identifiable Information" or "PII" includes both direct identifiers (such as a student's or other family member's name, address, student number, or biometric number) and indirect identifiers (such as a student's date of birth, place of birth, or mother's maiden name). Indirect identifiers that constitute PII also include other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
 - h. "Targeted Advertising" means advertising to a student or a student's parent by Contractor if the advertisement is based on information or Data Contractor collected or received under this Contract.
3. Contractor shall comply with all applicable laws and regulations including but not limited to FERPA, the Utah Family Education Rights and Privacy Act, Utah Code § 53E-9-2 ("UFERPA"), and the Individuals with Disabilities Educational Act, 30 U.S.C. §1400 et seq. and 34 C.F.R. Part 300 ("IDEA").
 4. During the term of this Contract, if USBE requests the Destruction of PII collected, generated or inferred as a result of this Contract, Contractor shall Destroy the information within five (5) calendar days after the date of the request. Contractor shall provide USBE with written confirmation of the date the data was Destroyed.
 5. Contractor shall limit access to Data to Authorized Persons only and shall require a non-disclosure agreement be signed by all Authorized Persons prior to being granted access to Data.
 6. Contractor shall maintain past and current lists of all Authorized Persons, maintain each non-disclosure agreement, and shall permit inspection of the same by USBE upon request.
 7. Contractor shall maintain an audit trail for the duration of this Contract, which reflects the granting and revoking of access privileges to Authorized Persons. A copy of this audit trail may be requested by USBE from Contractor at any time and shall be provided within 10 days of the USBE request.
 8. Contractor shall have strong access controls in place. Contractor shall disable and/or immediately delete unused and terminated Authorized Persons' accounts and shall periodically assess account inactivity for potential stale accounts.
 9. Contractor shall provide annual, mandatory privacy and security awareness and training for all Authorized Persons, maintain past and current lists of Authorized Persons that have completed training, and permit inspection of the same by USBE upon request.
 10. Contractor shall not use Data for the purposes of Targeted Advertising.
 11. Contractor shall not sell or otherwise monetize Data except Data transferred through the purchase of, merger with, or otherwise acquisition of Contractors provided that all parties remain in compliance with this Contract.

12. Contractor shall store and maintain all Data in data centers located in the United States.
13. Contractor shall only transmit or exchange Data via secure means (ex. HTTPS or FTPS). Contractor shall not use, store or process Data on any unencrypted portable or laptop computing device or any portable storage medium.
14. Contractor shall store all Data, as well as any backups made of that data, in encrypted form using no less than 128 bit key and include all Data as part of a designated backup and recovery process.
15. Contractor shall install and maintain on computers accessing or processing PII appropriate endpoint security anti-virus and anti-malware software. Contractor shall ensure all Contractor's data processing systems, servers, laptops, PCs, and mobile devices are regularly scanned and have all security patches applied in a timely manner.
16. If Contractor becomes aware of an Incident involving Data by either Contractor or any of Contractor's Subcontractors, Contractor shall notify USBE within one (1) calendar day and cooperate with USBE regarding recovery, remediation, and the necessity to involve law enforcement, if any.
17. Unless Contractor can establish that Contractor or any of its Subcontractors is not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person whose personal information may have been compromised by the Incident.
18. Disclosure of Data by Contractor or any Subcontractor for any reason may be cause for legal action by third parties against Contractor, USBE, or their respective agents. Contractor shall indemnify, save, and hold harmless USBE, its employees, and agents against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to this Contract. Notwithstanding any other provision of this Contract, Contractor shall be liable to USBE for all direct, consequential and incidental damages arising from an Incident caused by Contractor or its Subcontractors.
19. Following the termination of this Contract, USBE reserves the right to request a complete and secure (i.e. encrypted and appropriately authenticated) download file of all data, including, but not limited to, all Data, schema and transformation definitions, or delimited text files with documented, detailed schema definitions along with attachments in its native format. After the USBE has been provided and confirmed as acceptable a complete download, or declines a download and requests immediate destruction, Contractor shall Destroy all Data collected, generated, or inferred as a result of this Contract. Should USBE not request a complete download, Contractor shall Destroy the Data immediately after thirty (30) days post termination of the Contract. The Contractor shall notify USBE in writing of the date upon which all of the Data is destroyed.
20. CONTRACTOR agrees that all data files, including derivative files, and all data files resulting from merges, matches, or other uses of education records provided or obtained pursuant to the Contract are subject to this agreement.
21. CONTRACTOR's services provided to USBE are services for which USBE would otherwise use employees.
22. CONTRACTOR is a party acting for USBE, who has direct control of the use and maintenance of education records. All education records are in the legal and rightful custody and control of USBE. CONTRACTOR acquires no rights or licenses to use the education records for any other purpose than for performing the services set forth in the Interagency Agreement.
23. CONTRACTOR has a legitimate educational interest in the education records based upon

- the Contract.
24. CONTRACTOR shall limit access within its organization to individuals whom CONTRACTOR has determined to have legitimate educational interests in the education records.
- a. CONTRACTOR shall require a non-disclosure agreement be signed by those individuals within its organization that CONTRACTOR determines will have access to the education records because the individuals have a legitimate educational interest in the education records.
 - b. CONTRACTOR shall maintain past and current lists of all individuals to whom it has determined to allow access to education records because the individuals have legitimate educational interest in the education records.
 - c. CONTRACTOR shall maintain each non-disclosure agreement signed by its employees at its facility and shall permit inspection of the same by the Board, upon request.
 - d. CONTRACTOR shall maintain an audit trail for the duration of this contract, which reflects the granting and revoking of access privileges. A copy of this audit trail may be requested by USBE from Contractor at any time and shall be provided within 10 days of the USBE request.
 - e. CONTRACTOR shall require and ensure annual training of those individuals determined to have access due to a legitimate educational interest in the education records. The training shall include the federal and state laws relating to student and family privacy and best practices for maintaining student and family privacy.
 - f. CONTRACTOR shall maintain past and current lists of individuals attending training and the related training materials.
 - g. CONTRACTOR shall not disclose the education records to individuals within CONTRACTOR who have not been determined to have a legitimate educational interest, who have not received training, and who have not signed a non-disclosure agreement.
25. CONTRACTOR shall only access, collect, store, process, or use the education records, as necessary to provide the services set forth in the Contract for its legitimate educational interest in the education records. Therefore, CONTRACTOR will not access, collect, store, process, sell, disclose or use the education records for any other purpose.
26. Data disclosed by USBE to Contractor includes records that: (1) may directly relate to a student; (2) may contain personally identifiable information, and (3) are maintained by an educational agency or institution or by a party acting for the agency or institution. SPECIFICALLY, USBE shall provide the particular data which is described in ATTCH D of this contract. In addition to the identification and description of the data, Attachment D shall also contain a description of the frequency and method of secure file transfer. USBE has no obligation to provide data not described in ATTCH D.
27. CONTRACTOR shall not re-disclose the education records to any other party without the prior consent of the parent or eligible student.
28. CONTRACTOR shall protect all education records in a manner that does not permit disclosure of the educational records to anyone other than those individuals within its organization to whom CONTRACTOR has determined to have legitimate educational interests in the education records.
29. CONTRACTOR shall store and maintain all education records separately from the information of any other records.
30. CONTRACTOR shall notify the Board if there are any changes that will affect the

- system where all education records are stored and maintained, and ensure the system is in compliance with industry standards for the security and privacy of education records.
31. CONTRACTOR shall comply with all state and federal laws relating to student or family privacy and will maintain any and all education records in a manner consistent with such laws.
 32. CONTRACTOR shall notify the Board in writing immediately upon discovering any breach of security, or any disclosure of education records to an unauthorized individual within CONTRACTOR's organization, or re-disclosure to anyone. Notification shall include the date of improper release and a secure transmission of list(s) of affected students or families to assist the Board in notifying students, parents, or guardians of the improper release as required by federal and state law. CONTRACTOR agrees the improper release of any education record in CONTRACTORS possession or control constitutes a material breach of the Contract. CONTRACTOR shall be liable for any claims or damages that occur from its failure to comply with its obligations in this Attachment.
 33. CONTRACTOR shall return to the Board or securely destroy any education records and PII provided pursuant to the Contract upon written request and either the expiration or termination of the Contract, except for backups which CONTRACTOR will destroy in accordance with its data handling policies.
 34. Notices required by this Attachment shall be provided to:
Chief Privacy Officer, who is currently Dr. Whitney Phillips at
Whitney.Phillips@schools.utah.gov.