



UTAH STATE BOARD OF EDUCATION

CONTRACT AMENDMENT

Amendment:1 **To Contract:** 176221

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, LLC, referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. Contract Period:

Original Starting Date: 10/1/2016

Current Ending Date: 6/30/2021

New Ending Date: 6/30/2021

2. Contract Amount:

Current Contract Amount: \$250,000.00

Amendment Amount: \$0.00

New Contract Amount: \$250,000.00

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

Amend Attachment C: Scope of Work and Budget to include the attached enhancements to the Scope of WorkSOW and to reflect the changes in compensation structure.

4. Effective Date of Amendment: 11/15/2017

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 11/27/2017
Contractor's signature Date

Kenneth L Bailey, MDSC CEO
Type or Print Name and Title

STATE

Zac Christensen 1/29/18
Agency's signature Date

Deputy Superintendent of Operations
Type or Print Name and Title Date

Zac Christensen
Agency Contact Person

801-538-753
Telephone Number

Zac.christensen@schools.utah.gov
Email

Enhancements to be implemented FY18-FY19

Requested Enhancements

The following are the enhancements that will be performed in the respected FY.

TO BE COMPLETED FY18:

Enhancement 1 DataWall Printed PDF

Ability for the user to not only edit observations from a classroom perspective, but also print a more concise version of the classroom observations for use in classrooms and teacher planning. It also supports a mechanism for teachers who may need to use a paper version of the class DataWall (e.g., they don't have Internet access for some reason).

Enhancement 2 DOT User Manual Adjustments

Ability to record individual choices for a specific observation rather than simply recording that an observation was completed. It includes the necessary database structure and meta data changes required to store the additional information.

Enhancement 3 Child Transfer Mechanism

Mechanism to transfer child DOT records between LEAs and ensure that duplicate child entries are avoided. Includes dashboard to display transfers that need approval.

Enhancement 4 User Type Adjustments

Ability to change the type of a user after they have been created (e.g., ability to start as a teacher and transition to an LEA administrator).

Enhancement 5 Extend Teacher Assignments to LEA Admins

Ability for LEA admins in some schools to enter observations. Production use identified this need.

Enhancement 6 Spanish Versions of the DOT, Significant Disabilities, and Speech Language Forms (50 hrs)

Ability to print Spanish versions of the various DOT forms to provide to parents of students.

Enhancement 7 DataWall Mobile Scrolling Improvements

Improvements to the DataWall for data entry on large classes or editing on small devices. It is cumbersome at present.

Enhancement 8 LEA Specific Observation Periods

Ability for LEA administrators to open previous observation periods temporarily for exceptions or alternate periods.

Enhancement 9 Anecdotal Notes per Child and Observation Category

Ability for users to enter additional anecdotal notes about observations at an observation category level.

Enhancement 10 Teacher Add Student Ability

Ability for teachers to enter their own child information while still ensuring that duplicate children are not entered. The current design requires LEA administrators to enter all new child information, causing a bottleneck at the beginning of a new school year.

Enhancement 11 Add Teacher and Class Optimization

Optimizations of the user interface to make the initial process for creating new teachers, classes, and assigning the teacher to a class more seamless and reduce support issues going forward. There was a fair amount of confusion about this process at the beginning.

Enhancement 12 DataWall Single Category PDF Printing

Ability to either print all the categories or select to print just the currently viewed category in PDF. This will reduce the number of pages in the document and save teachers time.

Enhancement 13 Child Tagging Feature

Ability to tag a child with various LEA or USBE-specific tags. These tags can then be used in a Find Child screen or aggregate reporting to improve data analysis.

Enhancement 14 Email Helper and Parent Email Consent Tracking

Ability to track which parents have given consent to have DOT forms sent directly to them via email. Mechanism to optimize the emailing of a PDF version of the DOT directly to those parents that have given consent.

TO BE COMPLETED FY19:

Enhancement 15 DOT Changes to Support USBE Early Childhood Standard Changes

Adjustments to support the upcoming USBE Early Childhood Standard changes. These changes will likely impact the user interface and require some data migration or conversion of existing data.

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 Contractor 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

The estimated cost for the additional requested enhancements listed above is not to exceed \$56,419.00. The compensation table in the original scope of work shall be amended to show:

Year	Start	End	Activity	Type	Sub-total	Year Total
Year 1 (FY17)	10/1/2016	6/30/2017	Initial System Development	Hourly	\$76,600	\$76,600
Year 2 (FY18)	7/1/2017	6/30/2018	Maintenance & Support Enhancements	Fixed Hourly	\$15,800 \$75,072	\$90,872
Year 3 (FY19)	7/1/2018	6/30/2019	Maintenance & Support Enhancements	Fixed Hourly	\$16,300 \$26,800	\$43,100
Year 4 (FY20)	7/1/2019	6/30/2020	Maintenance & Support Enhancements	Fixed Hourly	\$16,800 \$5,328	\$22,128
Year 5 (FY21)	7/1/2020	6/30/2021	Maintenance & Support Enhancements	Fixed Hourly	\$17,300 \$0	\$17,300
Total						\$250,000