Interagency Agreement
#USBE210016IAA

between
Utah State Board of Education
and
University of Utah

This Interagency Agreement (**Agreement**) is entered into between the Utah State Board of Education, referred to herein as "**USBE**" or "**Board**," and the **University of Utah**, referred to herein as "**U of U**" or "**Contractor**."

Now therefore, the parties agree as follows:

1. **General Purpose of the Agreement:**
   The University of Utah Project for Addressing State Needs for Licensed Teachers in Preschool Special Education with an Early Intervention Credential (UU-TOPS) is designed to address the critical shortage of preschool special education licensed teachers (birth-five) in Utah. During the two-year project period, UU-TOPS will deliver a comprehensive licensure program in preschool special education to one cohort of six newly recruited teacher candidates.

2. **Background:**
   Based on information from the Office of Special Education Programs (OSEP), many states have been distributing funds through subgrants to non-LEAs. This is against regulations. All grants that were previously done, to non-LEAs, through subgrants must be distributed in other ways. This will be done through Interagency Agreements (IAA).

   The UU-TOPS program consists of four to five consecutive semesters of integrated coursework and field experiences to prepare teachers to implement evidenced-based practices. The UU-TOPS program will be delivered through a combination of online and face-to-face instruction. In addition, the UU-TOPS project will utilize web-based support resources for course activities and to facilitate student-faculty interaction, and intensive and ongoing collaborative on-site supervision and support of teacher candidates in inclusive preschool, preschool special education, and early intervention field-based placements, including student teaching.

3. **Period of Performance:**
   Services under this Agreement shall commence upon execution of this agreement and be completed by June 30, 2022 unless terminated sooner in accordance with the terms and conditions herein.

4. **Allocation of Funds:**

The amount payable to the Contractor for the performance of services outlined in this Agreement is not to exceed $90,538.80 and shall be expended in accordance with the attached budget.

5. **Allowable Costs and Payments:**
Funds paid to Contractor may only be used for the purposes specified in the Scope of Work attached hereto and in accordance with all applicable governmental laws and regulations. Payment will be made to Contractor within 30 days from receipt and approval of monthly invoices. Contractor shall provide evidence of work performed with each invoice submitted.

6. **Attachments Included as part of this Agreement:**
Attachment A – Interagency Terms and Conditions
Addendum to Attachment A
Attachment B – Scope of Work
Attachment C – Budget Information

7. **Documents incorporated into this Agreement by reference but not attached:**
All other governmental laws, regulations, or actions applicable to the services authorized by this Agreement.
University of Utah's Training Opportunities in Preschool Special Education (UU-TOPS) program proposal.

Signatures

In witness whereof, the parties sign and cause this Interagency Agreement to be executed.

_____ 09/10/2020

Brent Brown, Director, Sponsored Projects Date

University of Utah

Scott Jones Digitally signed by Scott Jones
Date: 2020.10.06 15:31:58 -06'00'

_____

Scott Jones, Deputy Superintendent of Operations Date

Utah State Board of Education

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:

   a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.

   b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.

   c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.

   d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.

   e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.

   f) "Proposal" means Contractor's response to the State Entity's Solicitation.

   g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.

   h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).

   i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

   j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.

5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED

6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED

7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i)Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.

10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract.

11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

    Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

    If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.

15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

16. **INSURANCE:** INTENTIONALLY DELETED

17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.

18. **ADDITIONAL INSURANCE REQUIREMENTS**: INTENTIONALLY DELETED

19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.

21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

    If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.

23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.

24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.

25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's

Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.

27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.

29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.

30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.

31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.

32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

    Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

    Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.

34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.

35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.

36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.

37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED

39. **PROCUREMENT ETHICS**: Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.

41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.

42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.

43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 12 February 2015)

ADDENDUM TO ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

The definition of defined terms used in this Addendum are as set forth in Section 1 below, and the Definitions in Section 1 below shall apply only to this Addendum.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
   - **1.1.** "**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.
   - **1.2.** "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
   - **1.3.** "**Contract**" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
   - **1.4.** "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the State Entity and Contractor signed.
   - **1.5.** "**Contractor**" means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
   - **1.6.** "**Data**" includes Student Personally Identifiable Information and Educator Data, and may also include Confidential Information.
   - **1.7.** "**Destroy**" means to remove Data such that it is not maintained in retrievable form and cannot be retrieved in the normal course of business.
   - **1.8.** "**Educator Data**" includes, but is not limited to, the educator's name; any unique identifier, including social security number; and other information that, alone or in combination, is linked or linkable to a specific educator.
   - **1.9.** "**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.
   - **1.10.** "**Metadata**" includes all information created manually or automatically to provide meaning or context to other data.
   - **1.11.** **"Procurement Item"** means a supply, a service, construction, or technology that Contractor is required to deliver to the State Entity under this Contract.
   - **1.12.** **"Response"** means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
   - **1.13.** "**Solicitation**" means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
   - **1.14.** "**State Entity**" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
   - **1.15.** "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
   - **1.16.** "**Student Personally Identifiable Information**" or "**PII**" has the same meaning as that found in U.C.A § 53E-9-301, and 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 metadata or 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.
   - **1.17.** "**Subcontractors**" means a person under contract with a contractor or another subcontractor to provide services or labor as provided herein or for design or construction, including a trade contractor or specialty contractor.
   - **1.18.** "**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.
2. **ACCESS TO DATA:**
   - **2.1.** 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.
   - **2.2.** 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.
   - **2.3.** 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.

2.4. 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.

2.5. 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.

3. USE AND DISCLOSURE OF DATA:

3.1. Contractor shall not collect, use, or share Data beyond the purposes set forth as follows:

3.1.1. To carry out the Contractor's responsibilities listed in Exhibit A, Statement of Work.

3.1.2. Click here to list responsibilities.

3.2. Contractor shall share Data only for the purposes stated in Section 48.1 and only with the following entities:

3.2.1. Law enforcement agencies or individuals only as authorized by law or court order. Contractor receives such a request, Contractor shall notify USBE within two (2) business days of the receipt of the request, as permitted by law.

3.2.2. Click here to list additional entities.

3.3. If Contractor seeks to publicly release Data, Contractor must aggregate the Data by totaling the Data and reporting it at the group, cohort, school, school district, region, or state level. Contractor shall, upon request of USBE, provide USBE with a document that lists the steps and methods the Contractor shall use to de-identify the information. Any aggregate data that is publicly released without being redacted using the methods in this section shall be considered an Incident. The following methods shall be used on any aggregated reports:

3.3.1. Aggregate data shall be reported publicly only if there is a sufficient number of individuals represented in any demographic or subgroup so that an individual cannot be identified.

3.3.2. Aggregated reports shall be redacted using complementary suppression methods that remove the risk of Data being identifiable using simple mathematics or formulas.

3.3.3. Aggregated reports shall be redacted to remove identifiability risks caused other prior releases of aggregate data by Contractor.

3.4. Contractor shall not use Data for the purposes of Targeted Advertising except under the following conditions:

3.4.1. For adaptive learning or customized student learning purposes.

3.4.2. To market an educational application or product to a parent or legal guardian of a student if Contractor did not use Data, shared by or collected per this Contract, to market the educational application or product.

3.4.3. To use a recommendation engine to recommend to a student (i) content that relates to learning or employment, within the third-party contractor's internal application, if the recommendation is not motivated by payment or other consideration from another party; or (ii) services that relate to learning or employment, within the third-party contractor's internal application, if the recommendation is not motivated by payment or other consideration from another party;

3.4.4. To respond to a student request for information or feedback, if the content of the response is not motivated by payment or other consideration from another party.

3.4.5. To use Data to allow or improve operability and functionality of the third-party contractor's internal application.

3.5. 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.

4. SECURITY AND PROTECTION OF DATA:

4.1. Contractor shall notify USBE of material system changes that may negatively impact the security of Data prior to such changes being implemented.

4.2. If Contractor is given Data as part of this Contract, the protection of Data shall be an integral part of the business activities of Contractor to ensure that there is no inappropriate or unauthorized use of Data. Contractor shall safeguard the confidentiality, integrity, and availability of Data.

4.3. Contractor shall comply with and protect and maintain Data using methods that are at least as good as or better than that established in the State of Utah's Department of Technology Policies (https://dts.utah.gov/policies).

4.4. 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.

4.5. Contractor shall store and maintain all Data in data centers located in the United States.

4.6. Contractor shall permit its employees and Subcontractors to access Data remotely only via a secured manner, such as Virtual Private Networks (VPN).

4.7. 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.

4.8. Contractor shall enforce strong password protections on all devices and networks with access to or that store Data.

5. INCIDENTS:

5.1. 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.

5.2. Contractor shall produce a written remediation plan that includes information about the cause and extent of the Incident and the actions Contractor will take to remediate the Incident and to reduce the risk of incurring a similar type of Incident in the future. Contractor shall present its analysis and remediation plan to USBE within ten (10) calendar days of notifying USBE of an Incident. USBE reserves the right to adjust this plan, in its sole discretion. If Contractor cannot produce its analysis and plan within the allotted time, USBE, in its sole discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse USBE for the reasonable costs thereof.

5.3. In the event of an Incident, Contractor shall provide USBE or its designated representatives with access seven (7) days a week, twenty-four (24) hours a day, for the purpose of evaluating, mitigating, or resolving the Incident.

5.4. 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.

5.5. Disclosure of Data by Contractor or any Subcontractor for any reason may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the State, 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 the State for all direct, consequential and incidental damages arising from an Incident caused by Contractor or its Subcontractors.

Attachment B: SCOPE OF WORK

1. **Purpose:**
   The University of Utah Project for Addressing State Needs for Licensed Teachers in Preschool Special Education with an Early Intervention Credential (UU-TOPS) is designed to address the critical shortage of preschool special education licensed teachers (birth-five) in Utah. During the two-year project period, UU-TOPS will deliver a comprehensive licensure program in preschool special education to one cohort of six newly recruited teacher candidates.

2. **Timeline:**
   The UU-TOPS program at the University of Utah consists of four to five consecutive semesters of integrated coursework and field experiences to prepare teachers to implement evidenced-based practices. The program will be completed during the following semesters: Fall 2020, Spring 2021, Summer 2021, Fall 2021, and Spring 2022.

3. **Deliverables:**
   Contractor will submit mid-year progress reports by February 1, 2021 and February 1, 2022, the first annual report by July 1, 2021, and the final report by August 30, 2022. All reports will include (a) a list of enrolled candidates, (b) a list of withdrawn candidates (and the reason for their termination or withdrawal from the program), (c) a description of the number of candidates who have completed each course required as part of the project, and (d) detailed information about any changes made to the program since the original application.

4. **Data Sharing:**
   Any data required to complete this project will be shared between Contractor and USBE consistent with all data privacy rules and standards, including FERPA.

5. **Project Management:**
   a. Any changes or deviation from the agreement must be agreed to in writing through a proper amendment to the agreement. The parties identified below are the points of contact for the agreement for the purpose of amending the contract.
   b. Utah State Board of Education
      i. Program Manager: Tami Gear, Fiscal and Data Coordinator, Student Support, tami.gear@schools.utah.gov, 801-538-7724
      ii. Contract Manager: Zachary Christensen, Director of Purchasing, zac.christensen@schools.utah.gov, 801-538-7538
   c. University of Utah: Susan Johnston, Project Director/Principal Investigator, Department of Special Education, College of Education, susan.johnston@utah.edu, 801-581-5187

ATTACHMENT C: BUDGET INFORMATION

1. **Budget:**

   Total Budget for Agreement: $90,538.80.

   The total budget of $90,538.80 for the program is as follows:

Year 1 Stipends:	= $42,100.00
Year 2 Stipends:	= $42,400.00
Year 1 Personnel/Supplies/Travel Costs	= $4,949.51
Year 2 Personnel/Supplies/Travel Costs	= $1,089.29
Total Cost	= $90,538.80

2. **Invoicing:**
   a. Upon completion of services, Contractor shall submit monthly or quarterly invoices electronically to the USBE email account at spedinvoices@schools.utah.gov and the USBE program manager identified below 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. Dollar amount requested.
   c. Invoices submitted by Contractor to USBE without the required information will not be paid and shall be returned to the Contractor for completion.
   d. 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.
   e. 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.
   f. USBE reserves the right to question or seek clarification for any cost invoiced if the invoice is not supported by proper documentation.
   g. 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.