Contract # **USBE250048MA**

UTAH STATE BOARD OF EDUCATION CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah State Board of Education, referred to as USBE, and the following Contractor:

Wade Glathar		
Name		
2042 West Kimber Lane		
Address		
Riverton	UT	84065
City	State	Zip

LEGAL STATUS OF CONTRACTOR
- [X] Sole Proprietor
- [ ] Non-Profit Corporation
- [ ] For-Profit Corporation
- [ ] Partnership
- [ ] Government Agency
- [ ] Other: LLC

Point of Contact: Wade Glathar Phone # 801-687-5476 Email: wglathar@msn.com
Vendor # VC0000142325 Commodity Code # 92400

2. SECTION: This contract is for USBE Section: Student Support Services

3. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: UPIPS Mentoring, Monitoring Services

4. PROCUREMENT: This contract is entered into as a result of the procurement process of Solicitation # USBE-SD25005-RFP, in FY25.

5. CONTRACT PERIOD: Effective Date: 01/09/2025 Termination Date: 01/08/2030 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None.

6. CONTRACT COSTS: CONTRACTOR will be paid based on REQUIREMENTS for goods/services authorized by this contract. Additional information regarding cost may be found in the scope of work or other attachments.
7. STUDENT DATA: Student Data is included in Contract: ☒ Yes ☐ No

8. ATTACHMENT A: USBE Standard Terms and Conditions for Goods and Services
ATTACHMENT B: Scope of Work

The Order of Precedence, for any conflicts, shall be resolved in favor of 1) Attachment A, 2) other USBE terms and conditions, 3) Scope of Work, 4) this Contract signature page, then 5) Contractor terms and conditions, if any. Any limit of liability or limit of USBE's rights must be signed by USBE.

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah State Procurement Code, Procurement Rules, Solicitation, and Contractor's response.

10. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR		**UTAH STATE BOARD OF EDUCATION**	
18 Dec 2024		Scott Jones Digitally signed by Scott Jones Date: 2025.03.06 11:04:12 -07'00'	
Signature	Date	Signature	Date
Wade Glathar, Contractor		Scott Jones, Deputy Superintendent of Operation	
Type or Print Name and Title		Type or Print Name and Title	

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

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 have a legitimate interest in the Data to enable the Contractor to perform its responsibilities under this Contract.

1.2. "**Confidential Information**" means information that is deemed confidential and not subject to public distribution under applicable state and federal laws. USBE 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 cover page(s) that USBE and Contractor signed.

1.5. "**Contractor**" means the individual or entity delivering the Procurement Items identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, partners, and subcontractors.

1.6. "**Data**" Any piece of information suitable for use in electronic or print format. Data includes Student Personally Identifiable Information and Educator Data and may also include Confidential Information.

1.7. **"Data Breach"** means the actual unauthorized access to Data that results in the unauthorized use, disclosure, or theft of Data, or the compromise of the confidentiality, integrity, or availability of Data in possession or control of Contractor or Subcontractor.

1.8. **"Destroy" or "Destruction"** means to remove Data such that it is not maintained in retrievable form and cannot be retrieved in the normal course of business.

1.9. "**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.

1.10. "**Incident**" means the potentially unauthorized access to Data that could reasonably result in the unauthorized use, disclosure, or theft of Data or the compromise of the confidentiality, integrity, or availability of Data within the possession or control of Contractor or Subcontractor.

1.11. **"Local Educational Agency" or "LEA"** means a charter school or school district that directs and controls public elementary or secondary education institutions, its board officers, employees, agents, and authorized volunteers.

1.12. "**Metadata**" includes all information created manually or automatically to provide meaning or context to other data.

1.13. **"Person"** shall have the same meaning as found in Administrative Rule R33-1-1.

1.14. **"Procurement Item," "Good," or "Service"** means a supply, a service, construction, or technology that Contractor is required to deliver to USBE under this Contract.

1.15. **"Response"** means the Contractor's bid, proposal, quote, or any other document used by the Contractor to respond to USBE's Solicitation.

1.16. "**Solicitation**" means an invitation for bids, request for proposals, notice of a sole source procurement, request for statements 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.

1.17. "**State Entity**" means the state or any department, division, office, bureau, agency, board, commission, or other instrumentality of the state.

1.18. "**State of Utah**" **or "State"** 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.

1.19. "**Student Personally Identifiable Information**" or "**PII**" has the same meaning as that found in U.C.A § 53E-9-301 and 34 § CFR 99.3, 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 person who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

1.20. "**Subcontractor**" means a person under contract with Contractor or another subcontractor to provide services or labor as provided herein or for design or construction, including a trade contractor or specialty contractor.

1.21. "**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.

1.22. **"Utah State Board of Education"** or **"USBE"** means the board, its elected or appointed officers, employees, agents, and authorized volunteers.

2. **GOVERNING LAW AND VENUE:** This Contract is 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:** Contractor shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including 2 CFR Appendix II to Part 200, will supersede this Attachment A.
4. **PERMITS:** Contractor shall, at its own expense, obtain all permits, licenses, and approvals necessary for the performance of this Contract.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** Contractor shall comply with the requirements of the Status Verification System, also referred to as "E-verify," as required by Utah Code § 13-47-2 et seq.
6. **DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST:** Contractor shall disclose whether any of its officers or employees are current or former officers or employees of USBE or the State of Utah. Contractor shall disclose if a current USBE employee is hired during the term of the Contract (*e.g.*, dual employment).
7. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and shall not act or hold itself out as an officer, employee, or agent of USBE, except as to the specific and limited agency created by the section "Agent Designation" below.
8. **PUBLICITY:** Contractor shall not use USBE's name, logo, or endorsement (implied or actual) in any advertising, marketing, or publicity materials without prior written approval from USBE.
9. **ASSIGNMENT:** Any assignment or delegation by Contractor must be made through an amendment to the Contract.
10. **AMENDMENTS:** Amendments to this Contract, including execution of renewal options and changes to the scope, must be made by signed written agreement of both parties.
11. **INDEMNITY:** Contractor shall be fully liable for its actions and shall fully indemnify USBE and the

State of Utah from all claims arising out of Contractor's performance, without limitation, except for the portion of any claim that is the sole fault of USBE or the State of Utah. Any limitation of Contractor's liability shall not apply to injuries to persons, including death, or to damages to property.

12. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY: Contractor represents all Procurement Items are free of all liens and encumbrances and shall indemnify USBE and the State of Utah from any claim brought against USBE or the State of Utah for infringement of a third party's intellectual property. Any limitation of Contractor's liability does not apply to this section.

13. OWNERSHIP OF PROCUREMENT ITEM:

13.1. Contractor conveys to USBE full ownership and title to all Procurement Items delivered under this Contract. Procurement Items shall be transferred to USBE as work for hire, unless otherwise agreed to in the Contract.

13.2. Unless included in the Contract, neither party has any claim to the intellectual property of the other party.

14. CONTRACTOR'S INSURANCE RESPONSIBILITY:

14.1. Contractor shall maintain insurance during this Contract. All insurance policies required by this Contract shall be issued by insurance companies with an AM Best rating of A-VIII or better.

14.2. The Contractor shall maintain the following insurance coverage:

14.2.1. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under Utah's workers' compensation laws at the statutory limits required thereunder.

14.2.2. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy shall be no less than $1,000,000.00 per person per occurrence and $3,000,000.00 aggregate.

14.2.3. If Contractor uses a vehicle in the performance of this Contract, Contractor shall maintain Commercial Automobile Liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in the performance of Services under this Contract. The minimum liability limit must be $1,000,000.00 per occurrence, combined single limit.

14.2.4. If Contractor has access to Data, Contractor shall maintain Protected Information Liability insurance covering all loss of Data and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits of $1,000,000.00 per occurrence and $2,000,000.00 aggregate.

14.2.5. If Contractor stores, processes, transmits, Data, Contractor shall maintain Cyber Liability Insurance covering loss as a result of the compromise of the confidentiality, integrity, or availability of Data with minimum limits of $1,000,000.00 per occurrence and $2,000,000.00 aggregate.

14.3. USBE shall be named as additional insured on all CGL policies required of Contractor. Coverage required of Contractor shall be primary over any insurance or self-insurance program carried by Contractor or USBE.

14.4. The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without the insurer giving at least 30 days' prior notice to Contractor. Contractor shall forward such notice to USBE's contact as listed in the Contract within seven days of Contractor's receipt of such notice.

14.5. All insurance policies secured or maintained by Contractor in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or USBE, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

14.6. Contractor shall provide to USBE certificates evidencing Contractor's insurance coverage required in this Contract within seven days following the effective date. No later than 15 days before the expiration date of Contractor's coverage, Contractor shall deliver to USBE certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by USBE, Contractor shall, within seven days following such request, provide evidence satisfactory to USBE of compliance with the provisions of this section.

14.7. USBE reserves the right to require higher or lower insurance limits where warranted.

15. **DEBARMENT/SUSPENSION:** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, or declared ineligible by any governmental entity. Contractor shall notify USBE within 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.

16. **WORK ON USBE, LEA, or STATE OF UTAH PREMISES**: Contractor shall ensure that its personnel working on USBE, LEA, or State of Utah premises: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions from USBE; and (iv) if required by USBE, pass a background check prior to entering the premises. USBE may remove any individual for a violation hereunder.

17. **DELIVERY:** All deliveries under this Contract shall be F.O.B. destination with all transportation and handling charges paid by Contractor. Risk of loss or damage shall remain with Contractor until final inspection and acceptance by USBE.

18. **ACCEPTANCE AND REJECTION:** USBE shall have 30 days after delivery of the Procurement Items to perform an inspection of the Procurement Items to determine if the Procurement Items conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Items by USBE. If the Procurement Item is not rejected, it is presumed to be accepted.

    18.1. If Contractor delivers nonconforming Procurement Items, USBE may, at its option and at Contractor's expense: (i) return the Procurement Items for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Items; or (iii) obtain replacement Procurement Items from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Items without first, disclosing the former rejection or requirement for correction; and second, obtaining written consent from USBE to redeliver the corrected Procurement Items. Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.

    18.2. If at any point a latent defect or fraud is identified, acceptance by USBE may be immediately nullified.

19. **SUSPENSION OF WORK:** USBE may suspend or reinstate work under this Contract by written notice to Contractor.

20. **INVOICE AND PAYMENT:** Contractor shall submit an invoice for all work performed under this Contract after performance has been made. Invoices shall be submitted promptly, but no later than 15 days after fiscal year end (June 30) for any work performed during the fiscal year. All final invoices must be submitted no later than 90 days from the termination of the Contract. USBE shall make payment within 60 days after it receives a correct invoice by a check sent through the mail, electronic funds transfer, or the State of Utah's purchasing card (major credit card). If payment has not been made 60 days after USBE receives a correct invoice, then Contractor may add interest in accordance with the Utah Prompt Payment Act. If the Contractor accepts final payment without a written protest to USBE within ten business days of receipt of final payment, Contractor releases USBE and the State of Utah from all claims for payment related to the Contract. USBE's payment for the Procurement Items shall not be deemed an acceptance of the Procurement Items as identified in the Contract and does not release any claims that USBE or the State of Utah may have against Contractor. Contractor shall not charge USBE electronic payment fees.

21. **SALES TAX EXEMPTION:** USBE is a tax-exempt organization, and Contractor shall not include

sales tax in any request for payment.

22. **WARRANTY OF PROCUREMENT ITEMS:** Unless a longer warranty period is contained in the Contract, Contractor warrants for a period of one year from the date of acceptance that: (i) the Procurement Items perform according to all specific claims that Contractor made in its Response and all specifications agreed to in writing; (ii) the Procurement Items are suitable for the ordinary purposes for which such Procurement Items are used; (iii) the Procurement Items are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Items are designed and manufactured in a commercially reasonable manner; (v) the Procurement Items are properly designed and manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Items are free of defects. Unless otherwise specified, all Procurement Items provided shall be new and unused of the latest model or design.

23. **DEFAULT AND REMEDIES:**

    23.1. **Default**: Any of the following events may constitute cause for USBE to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements or obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. Termination or expiration of this Contract shall not extinguish or prejudice USBE's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Items that has not been cured.

    23.2. **Opportunity to Cure**: If the Contractor is in default for non-performance or breach, USBE may provide written notice, formal or informal, of default, which gives the Contractor ten days to cure the default. Contractor shall repair, replace, or reimburse USBE, at USBE's discretion, the cost to cover Procurement Items at no charge to USBE. Time allowed for cure will not diminish or eliminate Contractor's liability for damages.

    23.3. **Additional Remedies**: If the default remains after Contractor has been provided the opportunity to cure, USBE may: (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 USBE or the State of Utah; and (v) demand a full refund of any payment USBE has made to Contractor under this Contract for Procurement Items that do not conform to this Contract.

24. **TERMINATION:**

    24.1. **Termination for Cause**: This Contract may be terminated for cause by either party. A party in violation shall be given 10 days' written notice to correct and cease the violations, after which this Contract may be terminated immediately.

    24.2. **Termination for Convenience**: This Contract may be terminated without cause (for convenience) by USBE upon 30 days' written notice to Contractor.

    24.3. **Termination by Mutual Agreement**: USBE and Contractor may terminate this Contract, in whole or in part, at any time, by written amendment.

    24.4. **Termination For Non-appropriation of Funds**: Upon 30 days' written notice to Contractor, this Contract may be amended or terminated by USBE if USBE reasonably determines: (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) a change in available funds affects USBE's ability to perform under this Contract.

    24.5. **Contract Closeout**: USBE shall pay Contractor for all Procurement Items ordered prior to termination of this Contract and accepted by USBE. USBE's exercise of its right to terminate this Contract shall not relieve the Contractor of any liability to USBE for any damages or claims arising under this Contract. USBE shall not be liable for any penalties or liquidated damages that accrue after the effective date of termination.

25. **FORCE MAJEURE:** Neither party shall be held responsible for unavoidable delay or default caused by circumstances, including fire, riot, an act of God, or war, that are beyond that party's reasonable control.

USBE may terminate this Contract after determining such delay or default will prevent successful performance of this Contract.

26. **WAIVER:** A waiver of any right under the Contract shall not be construed as a subsequent waiver of that right or as a waiver of any other right.

27. **DISPUTE RESOLUTION:** Prior to either party filing a judicial action, the parties agree to participate in the mediation of any dispute. USBE and Contractor will mutually agree upon a mediator, or if a mutually agreeable mediator is not selected, USBE will select an independent third party, who shall be a Utah Courts certified mediator, to assist in the resolution of a dispute. USBE and Contractor agree to cooperate in good faith in mediation proceedings.

28. **ATTORNEY'S FEES:** The prevailing party in a judicial action to enforce rights under this Contract shall be entitled to its costs and expenses, including reasonable attorney's fees.

29. **CONTRACT INFORMATION:** During the duration of this Contract, USBE is required to make available contact information of Contractor to the State of Utah Department of Workforce Services pursuant to Utah Code § 35A-2-203. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.

30. **TRAVEL COSTS:** Unless otherwise agreed, all travel costs must be pre-approved by USBE and may be booked by USBE at State of Utah per diem rates.

31. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not diminish USBE's right to enforce any term of this Contract that by its nature would continue beyond termination, cancellation, or expiration.

32. **SEVERABILITY:** The invalidity or unenforceability of any term of this Contract shall not affect the validity or enforceability of any other term of this Contract.

33. **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.

34. **RECORDS ADMINISTRATION, RIGHT TO AUDIT, PERFORMANCE MONITORING:**

    34.1. Records: Contractor shall maintain records necessary to properly account for Contractor's compliance, performance, and the payments made by USBE to Contractor. These records shall be retained by Contractor for six years after final payment, or until all audits initiated within the six years have been completed, whichever is later.

    34.2. Audit: Contractor agrees to provide, at no additional cost, the State of Utah, federal program staff, USBE staff, and their designees access to questionnaires and internal and external audit reports. This includes the right to audit all such records and Contractor's sites and environments during normal business hours, and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to audit records and interview staff in any subcontract related to performance of this Contract.

    34.3. Performance Monitoring: USBE reserves the right to monitor Contractor's performance, including Subcontractors, and may perform checks and reviews. Evaluation results may be made available to Contractor upon request.

35. **PUBLIC INFORMATION:** This Contract and all related solicitation documents, purchase orders, pricing documents, and invoices are 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.

36. **CONFIDENTIALITY**: Confidential Information obtained by the Contractor may only be used for the purposes identified in this contract, unless prior written consent has been obtained in advance from USBE. Contractor shall notify USBE within one calendar day of any potential or actual misuse or unauthorized disclosure of confidential information.

37. **PUBLIC CONTRACT BOYCOTT RESTRICTIONS**: In accordance with Utah Code 63G-27-102, Contractor certifies that it is not currently engaged in an "economic boycott" nor a "boycott of the State

of Israel" as those terms are defined in that Code section. Contractor also agrees not to engage in either boycott for the duration of this contract. If Contractor does engage in such a boycott, it shall immediately provide written notification to USBE.

38. GENERAL DATA PROVISIONS:

38.1. Data Ownership: USBE retains all rights, title, and interest, including all intellectual property and proprietary rights, in and to system data, Data, and all related data and content.

38.2. Agent Designation: Contractor is hereby designated as an agent of USBE pursuant to FERPA for the limited purpose of receiving PII to fulfill the purposes of this contract. Contractor may use the PII as provided herein but may not transfer or otherwise convey PII to any other Person.

38.2.1. Compliance With Data Privacy Laws: Contractor, as USBE's agent, shall comply with all applicable data privacy laws, regulations, code, and rules including FERPA 20 U.S.C. § 1232g et seq. and 34 C.F.R. Part 99 et seq., the Individuals with Disabilities Education Act, 30 U.S.C. § 1400 et seq. and 34 C.F.R. Part 300, and the Utah Student Privacy and Data Protection Act, Utah Code § 53E-9 101 et seq.

38.3. Return Or Destruction Of Data: Contractor shall erase, destroy, and render unreadable all Data from all non-USBE computer systems and backups, and certify in writing that these actions have been completed within 30 days of the expiration or termination of this Contract or within seven days of the request of USBE, whichever shall come first, unless USBE provides Contractor with a written directive. USBE's written directive may require that certain Data be preserved in accordance with applicable law; or require that Contractor return the Data through a complete and secure (*i.e.,* encrypted and appropriately authenticated) download file of all Data). Data returned under this subsection must either be in the format as originally provided, in a format that is readily usable by USBE, or formatted in a way that it can be used. The costs for returning documents and data to USBE are included in this Contract.

38.4. Access To Data:

38.4.1. 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.

38.4.2. 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.

38.4.3. 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.

38.4.4. Contractor shall have strong access controls in place. Contractor shall disable and/or immediately delete unused or terminated Authorized Persons' accounts and shall periodically assess account inactivity for potential stale accounts.

38.4.5. Contractor shall provide annual mandatory privacy and security awareness 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.

38.4.6. USBE retains the right, at its sole discretion, to revoke access to any individual, group, or entity authorized by Contractor. Thereupon, Contractor shall revoke access and provide USBE written confirmation of the date that access was removed.

38.5. Use and Disclosure of Data:

38.5.1. Contractor's collection, or use of Data shall be limited to that necessary and directly related to the Contractor's responsibilities set forth in the Contract.

38.5.2. Contractor shall share Data with a Person outside of this Contract only if provided for in writing in the Scope of Work, with prior written consent of USBE, or with law enforcement agencies or individuals as authorized by law or court order. If Contractor receives a request for Data from law enforcement or a court order, Contractor shall notify USBE of the request within two business days, as permitted by law.

38.5.3. 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 a Breach. The following methods shall be used on any aggregated reports:

(a). 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.

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

(c). Contractor shall not use Data for any secondary use, including Targeted Advertising, except under the following conditions:

(i). For adaptive learning or customized student learning purposes.

(ii). 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.

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

(e). 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.

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

38.5.4. Contractor shall not sell or otherwise monetize Data except Data transferred through the purchase of, merger with, or otherwise acquisition of Contractor provided that all parties remain in compliance with this Contract.

38.6. Unauthorized disclosure of Data. Unauthorized disclosure of Data by Contractor or 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.

38.7. Data Transmission. Contractor shall ensure all transmission or exchange of Data takes place via secure means (ex. HTTPS or FTPS).

38.8. Data Storage. Contractor shall store and maintain all Data in data centers located only within

the United States. Contractor shall not use, store or process Data on any unencrypted portable or laptop computing device or any portable storage medium, except for devices that are used and kept only at Contractor's United States data centers, unless such storage medium is part of the Contractor's designated backup and recovery process.

38.9. Access. Contractor shall permit its employees and Subcontractors to access Data remotely only via a secured manner, such as Virtual Private Networks (VPN), and only for authorized administrative, or technical support tasks.

38.10. Password Protection. Contractor shall enforce strong authentication protections on all devices, systems, and networks with access to or that store Data.

38.11. INCIDENT RESPONSE

38.11.1. In the event of an Incident which results in a Data Breach, Contractor shall notify USBE of the Breach within 24 hours in writing with sufficient information to allow USBE to meet any obligations to report such a Breach under applicable data protection laws and regulations and shall cooperate with USBE regarding remediation and the necessity to involve law enforcement, if required. Such notification shall at a minimum:

(a). Describe the nature of the Breach and the categories and numbers of Data concerned;

(b). Identify the name of the Contractor's data protection officer or other relevant contact person(s) from whom more information about the Breach may be obtained;

(c). Describe the likely consequences of the Breach; and

(d). Describe the measures taken or proposed to be taken to address the Breach.

(e). Contractor shall comply with all applicable laws that require the notification of individuals in the event of a Breach or other events requiring notification of individuals or the public. All communication shall be coordinated with USBE. Contractor is responsible for all notification and remedial costs and damages.

Attachment B: Scope of Work

Solicitation # USBE-SD25005-RFP

UPIPS Mentoring Services, Monitoring Services, Support and Correction Services

Background

The Utah State Board of Education Special Education Services (USBE SES) staff has the responsibility of monitoring compliance with federal and state requirements under the Individuals with Disabilities Education Improvement Act of 2004 (IDEA) (20 U.S.C. §1400; USBE SER VIII.C and D.) The primary focus is improving educational results and functional outcomes for all students with disabilities (USBE SER VIII.C.3.) The Utah Program Improvement Plan System (UPIPS) is the process we implement for the purposes of mentoring, monitoring, and support & corrections.

The Contractor has been awarded the following category(ies):

CONTRACTOR	SUPPORT & CORRECTION	MENTORING	MONITORING
Wade Glathar	AWARDED	AWARDED	AWARDED

Scope of Work – Mentoring Services

The Utah State Board of Education (USBE) is contracting with the awarded vendor to provide Utah Special Education Program Improvement Planning System (UPIPS) mentoring services.

The Contractor shall provide the following a minimum of four (4) hours per month September through June:

- Mentoring for local education agency (LEA) program improvement
- Participate in New Leaders' Summit
- Provide communication and follow-up of mentoring visits
- Report monthly on technical assistance and support with assigned LEAs
- Use technology to interact with USBE required systems (must have own laptop or tablet)
- Provide technical assistance to LEAs
- Review LEA data for quality and accuracy
- Read, understand, and apply data
- Present a professional, positive USBE image when working or communicating with LEAs
- Remain current in, represent, and support USBE policies, procedures, initiatives, and priorities

- Ensure confidentiality of student educational records in alignment with the Family Education Rights and Privacy Act (FERPA) and the Individuals with Disabilities Education Act (IDEA).

USBE agrees to provide:

- A full day training with information from the contractor's manual each fiscal year
- Mentoring tips
- Updates on special education rules and IDEA regulations
- Opportunities to attend related training (e.g., Utah Institute on Special Education Law)
- Three meetings during each fiscal year if needed

Scope of Work – Monitoring Services

The Utah State Board of Education (USBE) is contracting with the awarded vendor to provide Utah Special Education Program Improvement Planning System (UPIPS) monitoring services.

The Contractor shall provide the following:

- Conduct monitoring interviews
- Conduct monitoring observations
- Conduct student focus groups
- Conduct file reviews to ensure compliance
- Provide communication and follow up
- Use technology to interact with USBE required systems (must have own laptop or tablet)
- Provide technical assistance to local education agencies (LEAs)
- Present a professional, positive USBE image when working or communicating with LEAs
- Represent and support USBE policies, procedures, initiatives, and priorities
- Ensure confidentiality of student educational records in alignment with the Family Education Rights and Privacy Act (FERPA) and the Individuals with Disabilities Education Act (IDEA)

USBE agrees to provide:

- A full day training with information from the contractor's manual each fiscal year
- Monitoring tips
- Updates on special education rules and IDEA regulations
- Opportunities to attend related training (e.g., Utah Institute on Special Education Law)
- Three meetings during each fiscal year if needed

Scope of Work – Support and Correction Services

The Utah State Board of Education (USBE) is contracting with the awarded vendor to provide Utah Special Education Program Improvement Planning System (UPIPS) support and correction services.

The Contractor shall provide the following:

- Support local education agency (LEA) leadership on special education system improvement
- Provide intensive technical assistance to LEAs
- Verify correction of noncompliance
- Verify correct implementation of regulatory requirements
- Self-Assessment (helping LEAs understand data driven processes)
- Provide communication and follow up
- Use technology to interact with USBE required systems (must have own laptop or tablet)
- Review LEA data for quality and accuracy
- Read, understand, apply data
- Present a professional, positive USBE image when working or communicating with LEAs
- Remain current in and represent and support USBE policies, procedures, initiatives, and priorities
- Ensure confidentiality of student educational records in alignment with the Family Education Rights and Privacy Act (FERPA) and the Individuals with Disabilities Education Act (IDEA)

USBE agrees to provide:

- A full day training with information from the contractor's manual each fiscal year
- Correction and support tips
- Updates on special education rules and IDEA regulations
- Opportunities to attend related training (e.g., Utah Institute on Special Education Law)
- Three meetings during each fiscal year if needed

CONTRACT INFORMATION

Contract Award

This contract is awarded for up to five (5) years; however, USBE reserves the right to terminate the contract at any time in accordance with the provisions set forth in the State's

Standard Terms and Conditions.

USBE will make its best effort to award work to contractors within a category on a rotation basis, taking into account contractor availability, geographic location, potential and actual personal or professional conflicts of interest, and any other consideration deemed pertinent by USBE. **NO AMOUNT OF WORK IS GUARANTEED TO BE AWARDED TO ANY CONTRACTOR.**

Fixed Rate Sheet

The non-negotiable, all-inclusive rates identified on the rates below are set by USBE. Note that Contractors may NOT charge USBE for travel time.

Rates are based upon the following Home Base address:
2042 West Kimber Lane Riverton, Utah 84065

UPIPS MENTORING, MONITORING, SUPPORT & CORRECTIONS SERVICES SOLICITATION #USBE-SD25005-RFP FIXED RATE SHEET FOR MENTORING CATEGORY
The non-negotiable rates identified below are set by USBE and will be incorporated into all contracts awarded in the UPIPS Mentoring category. If you have any questions or concerns regarding this rate sheet, please submit a question during this RFP's question and answer period.

	ALL-INCLUSIVE HOURLY RATES (NOTE: As stated in the RFP, contractors CANNOT charge USBE for travel time.)					
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
BASE 1	Hourly rate for work completed at or within 74 miles of your home base address.	$ 104.50	$ 107.64	$ 110.87	$ 114.20	$ 117.63
BASE 2	Hourly rate for work completed at locations 75 and up to 199 miles from your home base address.	$ 124.30	$ 128.03	$ 131.87	$ 135.83	$ 139.90
BASE 3	Hourly rate for work completed at locations at or over 200 miles from your home base address.	$ 149.60	$ 154.09	$ 158.71	$ 163.47	$ 168.37

UPIPS MENTORING, MONITORING, SUPPORT & CORRECTIONS SERVICES SOLICITATION #USBE-SD25005-RFP FIXED RATE SHEET FOR MONITORING CATEGORY
The **non-negotiable** rates identified below are set by USBE and will be incorporated into all contracts awarded in the UPIPS Monitoring category. If you have any questions or concerns regarding this rate sheet, please submit a question during this RFP's question and answer period.

	ALL-INCLUSIVE HOURLY RATES (NOTE: As stated in the RFP, contractors CANNOT charge USBE for travel time.)					
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
BASE 1	Hourly rate for work completed at or within 74 miles of your home base address.	$ 93.50	$ 96.31	$ 99.20	$ 102.18	$ 105.25
BASE 2	Hourly rate for work completed at locations 75 and up to 199 miles from your home base address.	$ 124.30	$ 128.03	$ 131.87	$ 135.83	$ 139.90
BASE 3	Hourly rate for work completed at locations at or over 200 miles from your home base address.	$ 138.60	$ 142.76	$ 147.04	$ 151.45	$ 155.99

UPIPS MENTORING, MONITORING, SUPPORT & CORRECTIONS SERVICES SOLICITATION #USBE-SD25005-RFP FIXED RATE SHEET FOR SUPPORT & CORRECTION CATEGORY
The **non-negotiable** rates identified below are set by USBE and will be incorporated into all contracts awarded in the UPIPS Support & Correction category. If you have any questions or concerns regarding this rate sheet, please submit a question during this RFP's question and answer period.

	ALL-INCLUSIVE HOURLY RATES (NOTE: As stated in the RFP, contractors CANNOT charge USBE for travel time.)					
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
BASE 1	Hourly rate for work completed at or within 74 miles of your home base address.	$ 121.00	$ 124.63	$ 128.37	$ 132.22	$ 136.19
BASE 2	Hourly rate for work completed at locations 75 and up to 199 miles from your home base address.	$ 151.80	$ 156.35	$ 161.04	$ 165.87	$ 170.85
BASE 3	Hourly rate for work completed at locations at or over 200 miles from your home base address.	$ 166.10	$ 171.08	$ 176.21	$ 181.50	$ 186.95

PROGRAM MANAGEMENT AND INVOICING

Any changes or deviation from the agreement must be agreed to in writing through a proper amendment to the agreement. Any technical and/or managerial exchange of information or advice shall not be construed as a change to any requirement and/or provision of this Contract unless the change is expressly directed by USBE's Procurement Representative in writing pursuant to the Changes clause of this Contract or by bilateral written agreement between the designated representatives of this Contract. The parties

identified below are the points of contact for the agreement for the purpose of amending the contract.

Utah State Board of Education:

Program Manager: LauraLee Gillespie, Program Support Coordinator, lauralee.gillespie@schools.utah.gov, 801-538-7866

Contract Manager: Michael Iwasaki, Director of Purchasing and Contracts, Michael.iwasaki@schools.utah.gov, 801-538-7621

Contractor: Phoenix Rising Behavior and Academic Consulting

Program Manager: Wade Glathar, wglathar@msn.com, 801-687-5476

The rate that has been identified by USBE for each category of service is **ALL-INCLUSIVE**. Offerors should be aware of possibly frequent and spontaneous travel to different parts of the state, and you must arrange for your own transportation to do so. Travel time shall NOT be included in work that is invoiced to USBE. Furthermore, meetings, hearings, and other engagements may be rescheduled at any time, and Contractors assume all risk of cancellation of travel arrangements.

The Contractor shall invoice USBE at least quarterly, corresponding with USBE's fiscal year, which begins July 1st and ends on June 30th. USBE reserves the right to reject for revision any invoices that do not meet its internal financial or quality control requirements, as well as any invoices that bill for work that has not been completed, does not comply with the contract, or does not meet USBE's reasonable satisfaction.

Invoices must clearly reference the applicable contract number, must be itemized by deliverable, and must correspond to line items in the contract budget. All invoices must include detailed documentation and a narrative substantiating the Contractor's completion, and USBE's receipt and acceptance, of the work completed.

Invoices submitted for payment must reflect and invoice only work that has been completed during the period and will be paid contingent on successful accomplishment of program objectives or milestones. Work completed must be invoiced in 0.25-hour (15-minute) increments, and **contractors cannot charge USBE a minimum fee or for a minimum amount of time**.

Upon completion of services, Contractor shall submit invoices electronically to the USBE email: accountspayable@schools.utah.gov 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.

Invoices shall include the following:

1. Contractor Name
2. Vendor Number (if known)
3. Uniquely identifiable invoice number
4. Invoice date
5. Agreement or Purchase Order Number
6. Recipient Entity's contact information (phone number and email address)
7. Contractor's authorized signature
8. Date(s) goods/services were provided
9. Description of goods and/or services for which payment is requested
10. Dollar amount requested

Invoices submitted by Contractor to USBE without the required information will not be paid and shall be returned to the Contractor for completion.

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.

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.

USBE reserves the right to question or seek clarification for any cost invoiced if the invoice is not supported by proper documentation.

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.