STATE OF TEXAS §

COUNTY OF TRAVIS §

				IDEA B Formula – Special Education
Division Number:	160	**Program Name:**	Mediators	
Org. Code:	006	**Legal/Funding Authority:**		20 USC 1400 et seq
Speed Chart:		RFQ 701-16-002		
Payee Name:	Sherry Wetsch	**Payee ID:**	1141933545	
ISAS Contract #:	3330	**PO #:**	35711	

Amendment No. __2__

AMENDMENT TO
STANDARD CONTRACT
BETWEEN
TEXAS EDUCATION AGENCY
AND

Sherry Wetsch
NAME OF CONTRACTOR

It is mutually understood and agreed by and between the undersigned contracting parties of the above numbered contract to amend the contract effective *September 1, 2016* as follows:

ARTICLE II. PERIOD OF CONTRACT

TEA is exercising the option to renew the contract from *September 1, 2016 to August 31, 2017* as allowed in the Contract term.

ARTICLE III. PURPOSE OF CONTRACT

Contractor shall perform all of the functions and duties described in the original contract and in Appendix 1 to this Contract, which is attached hereto and incorporated by reference.

SPECIAL PROVISIONS – A. PROGRAM SPECIFIC

Delete the last paragraph that states:

> There is no guarantee as to the number of cases that will be assigned to a mediator. TEA's current practice is to assign cases to mediators based on a random rotation or based on the parties' selection. However, the assignment process could be modified in the future based on program needs.

Add paragraph K that states:

K.   There is no guarantee as to the number of cases that TEA will assign to a mediator. TEA assigns cases on a random, rotational, or other impartial basis, or based on the parties' preferences. To preserve and promote mediator impartiality, a mediator or his or her agent must not communicate with the parties or their representatives before a case has been assigned to the mediator, including discussing the mediator's schedule or availability to conduct a mediation. If a party or party representative contacts a mediator regarding a case that TEA has not assigned to the mediator, the mediator must refer the individual to TEA.

Texas Government Code §2252.901 prohibits TEA from entering into an employment contract, a professional services contract, or a consulting services contract with a former or retired TEA employee before the first anniversary of the employee's last date of regular employment. If TEA enters into a "professional services" contract with a corporation, firm, or other business entity that employs a former or retired employee during the first year of the employee's departure from TEA, the employee is restricted from performing services on projects that the employee worked on while employed at TEA.

Texas Government Code §572.069 prohibits a former state officer or employee of a state agency who, during the period of state service or employment, participated on behalf of a state agency in a procurement or contract negotiation involving a person from accepting employment from that person before the second anniversary of the date the officer's or employee's service or employment with the state agency ceased.

The Comptroller's website for travel rules and regulations may be found at – textravel: https://fmx.cpa.state.tx.us/fmx/travel/textravel/index.php. Receipts must be made available for programmatic or financial audit by TEA and by others authorized by law or regulation to make such an audit for a period of not less than seven (7) years.

Contract terms and conditions required by the 84th Texas Legislative session that are different from the terms and conditions of the contract dated September 1, 2015.

All other terms and conditions of the original contract and contract amendments remain the same and are incorporated herein as if specifically written.

It is agreed and accepted by a person authorized to bind Contractor that all terms and conditions of this amendment are effective on the above date.

Typed Name: Sherry Wetsch

Typed Title: Attorney at Law

SRWetsch 8/31/16
Authorized Signature

This section reserved for Agency use.
I, an authorized official of TEA, hereby certify that this contract is in compliance with the authorizing program statute and applicable regulations and authorize the services to be performed as written above.

AGREED and accepted on behalf of TEA this 21st day of _September 2016_ (month/year) by a person authorized to bind TEA.

Return signed copy to:
TEAContracts@tea.texas.gov

Shirley Beaulieu
Shirley Beaulieu
Associate Commissioner Finance/CFO

Contract Terms and Conditions

Contract terms and conditions required by the 84th Texas Legislative session that are different from the terms and conditions of the contract dated September 1, 2015.

H. **Records Retention and the Right to Audit:** Contractor shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Contractor in connection with the Contract Project. These records and accounts shall be retained by Contractor and made available for programmatic or financial audit by TEA and by others authorized by law or regulation to make such an audit for a period of not less than seven (7) years from the date of completion of the Contract Project or the date of the receipt by TEA of Contractor's final claim for payment or final expenditure report in connection with this contract, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed.

Pursuant to the Texas Government Code, the state auditor may conduct an audit or investigation of Contractor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by Contractor or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Contractor or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

Contractor further agrees that acceptance of funds under this contract acts as acceptance for TEA to conduct an audit or investigation in connection with those funds. Contractor, subcontractors, and any entities receiving funds through this contract shall cooperate fully with TEA in the conduct of the audit or investigation, including providing all records pertaining to this contract that are requested.

APPENDIX 1

I.   The definitions of terms in the General Provisions are incorporated herein.

II.   If there is a conflict or ambiguity between or among the terms of the documents that constitute this Contract, and if that conflict or ambiguity cannot be resolved by construing the terms so as to harmonize all their terms, then the conflict or ambiguity shall be resolved with the following Contract documents prevailing in the following order of priority:

General and Special Provisions of the Standard Contract;
The Standard Contract, inclusive of all appendices;
Contractor's Proposal to the Texas Education Agency in response to RFQ No. 701-16-002 Special Education Mediators, including the Historically Underutilized Business Subcontracting Plan (HSP); and the
RFQ No. 701-16-002 Special Education Mediators.

III.   Description of Services

Contractor shall serve as a special education mediator by performing the applicable duties specified in the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), the IDEA federal regulations, the Texas Education Code, and 19 Texas Administrative Code Chapter 89, Division 7, and in this Contract.
See Special Provisions A, Program Specific for additional requirements of a mediator.

IV.   Budget:

Contractor shall be compensated for services performed and shall be reimbursed for expenses incurred as provided in Article IV Payment Under Contract in this Standard Contract.

No funds shall be used to pay for food costs (i.e., refreshments, banquets, group meals, etc.) unless requested as a specific line item in the budget by the Contractor and approved (prior to expenditures occurring) by TEA. This applies to both federally and state funded Contracts.