

STATE OF TEXAS §  
COUNTY OF TRAVIS §

<b>Division Number:</b> 160	<b>Program Name:</b> IDEA B Formula – Special Education Mediators
<b>Org. Code:</b> 006	<b>Legal/Funding Authority:</b> 20 USC 1400 et seq
<b>Speed Chart:</b>	
<b>Payee Name:</b> Kimberlee Kovach	<b>Payee ID:</b>
<b>ISAS Contract #:</b> 3338	<b>PO #:</b> 34574

Amendment No. 1

**AMENDMENT TO  
STANDARD CONTRACT  
BETWEEN  
TEXAS EDUCATION AGENCY  
AND  
Kimberlee Kovach  
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 **April 1, 2016**, as follows:

Amend Article IV. Payment Under Contract, paragraph D.6. to state:

D. TEA will reimburse Contractor for certain expenses as provided below:

6. Lodging and meal expenses to conduct hearings will be reimbursed at the current General Services Administration (GSA) federal Domestic Maximum Per Diem Rates, except that lodging and meal expenses incurred in-state at locations that are not specifically listed in the GSA federal rates shall be reimbursed at the maximum state rate. Although receipts are not required for meals, reimbursement is limited to actual expenses incurred up to the maximum rate. The maximum rates for meals and lodging should not be claimed unless the actual expenditures equal or exceed the maximum allowable rate. Meal expenses are reimbursed only for travel requiring overnight stay. (Tips and alcoholic beverages will not be reimbursed.)

Amend the Contract Terms and Conditions where applicable to comply with legislation passed by the 84<sup>th</sup> Texas Legislature. The amended Contract Terms and Conditions are attached and incorporated herein.

The Comptroller's website for travel rules and regulations – textravel:

<https://fmxcpa.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.

It is agreed and accepted by a person authorized to bind Contractor that all Terms and Conditions of this Amendment are effective commencing on the above date.

Typed Name: Kimberlee Kovach  
Typed Title: Attorney at Law

**Kimberlee Kovach**  
Authorized Signature

Digitally signed by Kimberlee Kovach  
DN: cn=Kimberlee Kovach, o, ou,  
email=kim@kimkovach.com, c=US  
Date: 2016.03.10 06:19:42 -0500

**This section reserved for Agency use.**

I, an authorized official of Agency, 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 Agency this 16<sup>th</sup> day of March 2016 (month/year) by a person authorized to bind Agency.

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

  
Shirley Beaulieu  
Associate Commissioner Finance/ CFO

## General Provisions

Amendments to the General Provisions required by legislation passed by the 84th Texas Legislature.

**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.

**BB. Public Information:** TEA is subject to the provisions of the Texas Public Information Act. If a request for disclosure of this contract or any information related to the goods or services provided under the contract or information provided to TEA under this contract constituting a record under the Act is received by TEA, the information must qualify for an exception provided by the Act in order to be withheld from public disclosure. Contractor authorizes TEA to submit any information contained in the contract, provided under the contract, or otherwise requested to be disclosed, including information Contractor has labeled as confidential proprietary information, to the Office of the Attorney General for a determination as to whether any such information may be exempt from public disclosure under the Act. If TEA does not have a good faith belief that information may be subject to an exception to disclosure, TEA is not obligating itself by this contract to submit the information to the Attorney General. It shall be the responsibility of Contractor to make any legal argument to the Attorney General or appropriate court of law regarding the exception of the information in question from disclosure. Contractor waives any claim against and releases from liability TEA, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this contract or otherwise created, assembled, maintained, or held by Contractor and determined by the Attorney General or a court of law to be subject to disclosure under the Act.

Contractor is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The TEA Project Manager will provide the specific format by which Contractor is required to make the information accessible by the public.