

**AMENDED CONTRACT
FOR
PENNSYLVANIA DEPARTMENT OF EDUCATION SYSTEM OF ASSESSMENTS**

THIS AMENDMENT to the CONTRACT for the provision of PA Department of Education System of Assessment ("Contract") is entered into this _____ day of _____, 20____, by and between the Commonwealth of Pennsylvania, acting through the Department of Education ("Department"), and Data Recognition Corporation ("Contractor").

WHEREAS, the Department entered into Contract No. 4400015274, effective December 28, 2015, with Contractor for the provision of PA Department of Education System of Assessment for the Commonwealth;

WHEREAS, Contractor has been performing under this contract;

WHEREAS, the administration, transportation and scoring of assessments must all be conducted with the utmost security and errors and losses must be protected against;

WHEREAS, the Department and Contractor have negotiated certain contract amendments in regard to providing enhanced security in the area of test transportation; and

WHEREAS, the Department and Contractor have agreed to make other changes to the Contract as set forth below,

NOW THEREFORE, intending to be legally bound hereby, the Department and Contractor agree as follows:

1. Contractor agrees to amend the Exhibit E Negotiated Service Level Agreements to include the additional Service Level Agreements set forth in Appendix A, which is attached to this Amendment Contract and incorporated herein.
2. Contractor agrees to maintain a log of boxes that do not arrive at DRC as scheduled by the shipper (an "exception") and to provide the Department with weekly reports regarding the status of each individual exception. Such reporting will occur during the month(s) in which an assessment's returns are scheduled to occur each year during the term of the Contract.
3. Contractor and UPS, or any other delivery or supply chain management company engaged as a subcontractor under this Contract, shall implement a timely methodology for the verification and reconciliation of all incoming assessment cartons.

4. Contractor will utilize a separate and highly visible label for use in the shipping of all Pennsylvania materials. The Department shall not be charged any additional amount for the printing of these labels than provided for in the original Contract. These high visibility labels will be used on all shipments of Pennsylvania materials.
5. Contractor agrees to provide copies of its process control charts (graphical displays of how the assessment intake process changes over time) to the Department on at the completion of each assessment administration.
6. Contractor shall provide the Department with documentation regarding the actions it has taken to implement the security measures set forth in this Contract Amendment as well as any other actions it and/or the delivery or supply chain management company have taken in order to ensure that all assessment cartons that are shipped to Contractor are received in Contractor's facility and are scored.
7. For assessment administrations from 2017 forward, the costs for retrieval and shipping of copies of completed assessments when parents/guardians request to review them shall be borne by the Department and Contractor shall monthly invoice the Department for such costs, if any.

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IN WITNESS WHEREOF, the parties hereto have signed this Contract Amendment the day and year first above written.

Witness:

CONTRACTOR:

By: _____
(Assistant) Secretary

By: Shaundra Sand
(Vice) President

Printed Name/Date

Shaundra Sand 5/24/17
Printed Name/Date

41-1810970
Federal I.D. Number

**COMMONWEALTH OF PENNSYLVANIA
Department of Education**

By: David W. Deman 5/30/17
Agency Head/Designee Date
Title _____

APPROVED AS TO FORM AND LEGALITY:

David L. Kelly 5/30/17
Office of Chief Counsel Date

Christelle S. Bell 6/12/17
Office of General Counsel Date

David S. Steiner 6/26/17
Office of Attorney General Date

**APPROVED FOR FISCAL RESPONSIBILITY,
BUDGETARY APPROPRIATENESS AND
AVAILABILITY OF FUNDS:**

Joseph Magano 7/6/17
Comptroller Date

APPENDIX A

Service Level Description Service Measurement Definition Measurement Window Service Level Remedies

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| Answer book transit | Time measured between delivery of used answer books to DRC, DRC's determination that the shipment is complete, and DRC's notice of receipt discrepancies. | DRC must confirm used answer book deliveries within 5 days of a shipment's arrival at its final destination, whether the final destination is DRC or DRC's receiving agent in Pennsylvania. Notice to the shipper and PDE must occur within 24 hours of the identification of a discrepancy. | Weekly during the delivery cycle, otherwise monthly. | The contractor will credit the Commonwealth \$10,000 for each shipment discrepancy that is not identified and reported within the defined parameters. The penalty can be waived by the Department and the maximum penalty shall not exceed \$40,000 in a single month. |
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| Lost shipment or partial shipment of used answer books | A shipment or partial shipment of used answer books that has been received by DRC, DRC's receiving agent, or contractor is lost before the test materials can be scored by DRC. | DRC must confirm used answer book deliveries within 5 days of a shipment's arrival at its final destination, whether the final destination is DRC or DRC's receiving agent in Pennsylvania. Notice to PDE and the shipper must occur within 24 hours of the discovery that causes reasonable concern that the materials may be lost. | Weekly during the delivery cycle, otherwise monthly. | The contractor will credit the Commonwealth \$25,000 for each lost shipment or partial shipment of used answer books. The penalty can be waived by the Department and the maximum penalty shall not exceed \$75,000 per year. |
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| Damaged shipment or partial shipment of used answer books | A shipment or partial shipment of used answer books that has been received by DRC, DRC's receiving agent, or contractor is damaged to the extent the test materials cannot be scored by DRC. | DRC must inspect all used answer book deliveries for damage within 5 days of a shipment's arrival at its final destination, whether the final destination is DRC or DRC's receiving agent in Pennsylvania. Notice to PDE and the shipper must occur within 24 hours of the discovery of damage that causes reasonable concern that the materials may be damaged. | Weekly during the delivery cycle, otherwise monthly. | The contractor will credit the Commonwealth \$25,000 for each damaged shipment or partial shipment of used answer books. The penalty can be waived by the Department and the maximum penalty shall not exceed \$75,000 per year. |
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| Answer book processing | Complete processing of each readable answer book received by DRC that is appropriately identified as scorable. | Maintain a system to score and report a score for each readable answer book that is received into DRC's booklet-processing system and identified as a document to be scored. | Monthly during the materials processing cycle. | The contractor will credit the Commonwealth .01% of the total monthly cost (derived from the total annual cost divided by 12) for each occurrence in which a readable answer booklet is not scored in accordance with the defined parameter. The penalty can be waived by the Department and the maximum penalty shall not exceed \$5,000 in a single month. |
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