

The University of Kansas Medical Center

Contract Award

Date of Award: June 22, 2011
Contract Number: 87214
Replaces Contract: 08926
Buyer: Steven Scanlon
Telephone: 913-588-1100
E-Mail Address: sscanlon@kumc.edu
Web Address: <http://www2.kumc.edu/finance/purchasing/>

Item: Student Loan Billing Services

Agency: The University of Kansas Medical Center
Period of Contract: Beginning on the Date of Award through June 1, 2016 with an additional optional term of five (5) years.

Contractor: EDUCATIONAL COMPUTER SYSTEMS, INC. / ECSI
181 Montour Run Road
Coraopolis, PA 15108

Contacts: Jim McDonald/Director of Sales or Nick Battaglia /CFO
Phone (800) 437-6931 Fax: (866) 291-5384
Email: jmcdonald@ecsi.net nickbattaglia@ecsi.net

PeopleSoft ID: 000002692 Account Code: 126330

Prices: See Attached

Scope: This contract shall cover Student Loan Billing Services for the University of Kansas Medical Center during the contract period referenced above.

Political Subdivisions: Pricing is available to the political subdivisions of the State of Kansas.

CONTRACT

This contract is entered into this **22nd** day of **June, 2011** by and between the **University of Kansas Medical Center** and, **EDUCATIONALCOMPUTER SYSTEMS, INC., Coraopolis, PA.** (Contractor).

The parties agree as follows:

1. Subject to the attached terms and conditions of this contract, University hereby accepts the offer of Contractor as expressed by Contractor's proposal submitted to KU Purchasing Services on **May 5, 2011**, in response to Request for Proposal Number **87214**.
2. It is understood and agreed by the parties that pursuant to the proposal, Contractor agrees to furnish **Student Loan Billing Services** to the **University of Kansas Medical Center** at the price or prices contained in the proposal as amended. KUMC retains the right to decline or add individual items (services) at its discretion. University agrees to pay Contractor in accordance with the prices and terms contained herein. Payment will be made after receipt of written invoice(s) in accordance with state law.
3. Failure of Contractor to furnish the item(s) in accordance with the attached terms and conditions hereby incorporated into this contract by reference, or failure of Contractor to deliver the item(s) in accordance with any time schedules prescribed in this contract or any documents incorporated by reference into this contract may result in forfeiture of any performance bond of Contractor and/or in termination of this contract at the option of the University of Kansas Medical Center.
4. The provisions found in Contractual Provisions Attachment (DA-146a) are incorporated and made a part of this contract by reference.

Contractor: **EDUCATIONAL COMPUTER SYSTEMS, INC.**

University of Kansas Medical Center

By: _____

By: _____

Title: _____

Title: _____

TERM AND CONDITIONS

Conditions of Contract: The following terms and conditions of award are incorporated into the contract by reference and include: State of Kansas DA-146a; specifications and conditions of the proposal including any addenda; vendors' response including any addenda, appendices and exhibits.

Order of Precedence: Any conflict to the provisions of this contract and the documents incorporated by reference shall be determined by the following priority order:

- a. State of Kansas Contract Provisions Attachment DA 146a;
- b. Written modifications and addenda to the executed contract;
- c. This contract document;
- d. The above referenced Request for Proposal (RFP) including any addenda;
- e. Contractors response including any addenda, appendices and exhibits.

Federal, State and Local Taxes-Governmental Entity: Unless otherwise specified, the bid response price shall include all applicable federal, state and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases.

Termination for Cause: The Director of Purchasing may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract; or
- the Contractor provides substandard quality and/or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchasing shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as the University may authorize in writing) the Director of Purchasing shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

Termination for Convenience: The Director of Purchasing may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchasing shall determine that the termination is in the best interest of the University of Kansas. In the event that the Director of Purchasing elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

ECSI Student Loan Billing Services for the University of Kansas Medical Center campus.

Line	Description	UOM	QTY	Unit	Extended
1	KUMC- Enrolled Status Monthly Service Fee	Ea	1	\$0.05	\$0.05
2	KUMC- On-Line Entrance Interviews Monthly Service Fee	Lot	1	\$0.00	\$0.00
3	KUMC- On-Line Promissory Note with eSignature Monthly Service Fee	Lot	12	\$0.25	\$3.00
4	KUMC- Paper Promissory Notes Monthly Service Fee	Ea	1	\$0.00	\$0.00
5	KUMC- Disbursement Disclosure Letters Monthly Service Fee	Ea	1	\$0.05	\$0.05
6	KUMC- Grace Status Monthly Service Fee	Ea	1	\$0.67	\$0.67
7	KUMC- On-Line Exit Interviews Per Occurrence Fee	Ea	1	\$0.15	\$0.15
8	KUMC-Repayment Status Monthly Service Fee	Ea	1	\$0.78	\$0.78
9	KUMC- Deferred Status Monthly Service Fee	Ea	1	\$0.78	\$0.78
10	KUMC- Special Handling Status Monthly Service Fee	Ea	1	\$0.00	\$0.00
11	KUMC-Postponement Status Monthly Service Fee	Ea	1	\$0.78	\$0.78
12	KUMC-Collection Agency Status Monthly Service Fee	Ea	1	\$0.78	\$0.78
13	KUMC- Paid in Full (Small Balance Adjustments for Non-Collection Agency Accounts,Web Prom Notes Stamped "Paid") Monthly Service	Ea	1	\$0.00	\$0.00
14	KUMC- Assigned to U.S. Department of Education (Government Assignment/553 Form)Monthly Service Fee	Ea	1	\$0.00	\$0.00
15	KUMC-History/Profile of Accounts Monthly Service Fee	Ea	1	\$0.00	\$0.00
16	KUMC-Due Diligence Notifications Monthly Service Fee	Ea	1	\$0.00	\$0.00
17	KUMC- Cohort Letters Per Occurrence Fee	Ea	1	\$1.00	\$1.00
18	KUMC- 60-day Collection Letters Per Occurrence Fee	Ea	1	\$0.00	\$0.00
19	KUMC- 90-day Collection Letters Per Occurrence Fee	Ea	1	\$1.00	\$1.00
20	KUMC- 120-day Collection Letters Per Occurrence Fee	Ea	1	\$1.00	\$1.00
21	KUMC- 60-day Due Diligence Telephone Call Per Occurrence Fee	Ea	1	\$1.00	\$1.00
22	KUMC-90-day Due Diligence Telephone Call Per Occurrence Fee	Ea	1	\$1.00	\$1.00
23	KUMC- 120-day Due Diligence Telephone Call Per Occurrence Fee	Ea	1	\$1.00	\$1.00
24	KUMC- NSLDS Reporting (Borrowers) Monthly Service Fee	Ea	1	\$0.00	\$0.00
25	KUMC- National Student Loan Clearing House Monthly Service Fee	Ea	1	\$0.00	\$0.00
26	KUMC-Credit Bureau Reporting Monthly Service Fee	Ea	1	\$25.00	\$25.00
27	KUMC- E-OSCAR Services for Credit Bureau Disputes (AUDs & ACDVs) Monthly Service Fee	Ea	1	\$6.00	\$6.00
28	KUMC- Red Flag Services Monthly Service Fee	Ea	1	\$50.00	\$50.00
29	KUMC ONLY REG Z Package Services Monthly Service Fee	EA	1	\$5.00	\$5.00
30	KUMC-Skip Tracing Services Per Occurrence Fee	Ea	1	\$1.25	\$1.25
31	KUMC-Cancellation Letters Per Occurrence Fee	Ea	1	\$1.00	\$1.00
32	KUMC- Small Balance Statements Monthly Service Fee	Ea	1	\$0.78	\$0.78
33	KUMC-On Line Access - Data and Reports Fee	Ea	1	\$150.00	\$150.00
34	KUMC-Ability to View Current Account Status and Activity Fee	Ea	1	\$0.00	\$0.00
35	KUMC-On-Line Forms Fee	Ea	1	\$0.00	\$0.00
36	KUMC-Unlimited Real-Time System Access (24x7) - Zero Downtime Customer Service Fee	Ea	1	\$0.00	\$0.00
37	KUMC-Unlimited Customer Service (7:00 am - 7:00 pm CST)Customer Service Fee.	Ea	1	\$0.00	\$0.00

ECSI Student Loan Billing Services for the University of Kansas Medical Center campus.

Line	Description	UOM	QTY	Unit	Extended
38	KUMC- Automated Phone System or Voice mail Customer Service Fee	Ea	1	\$0.00	\$0.00
39	KUMC-Automated Phone System or Voice mail Feature Fee	Ea	1	\$0.00	\$0.00
40	KUMC-Fully Integrated and Interactive Website (Updated Daily) Feature Fee	Ea	1	\$0.00	\$0.00
41	KUMC-Remittance Statement & Check Imaging, Scanning, and Storage Feature Fee	Ea	1	\$0.00	\$0.00
42	KUMC- Electronic Billing Statement Per Occurrence Fee	Ea	1	\$0.55	\$0.55
43	KUMC- Paper Billing Statement Per Occurrence Fee	Ea	1	\$0.00	\$0.00
44	KUMC-eBilling Statements (Stored on Website Forever) Fee	Ea	1	\$0.00	\$0.00
45	KUMC-Payment Coupon Book PER OCCURRENCE Fee	Ea	1	\$0.00	\$0.00
46	KUMC-Payment Option via Paper Check PER OCCURRENCE Fee	Ea	1	\$0.00	\$0.00
47	KUMC-ePayment Options via ACH, eCheck and/or Credit Card PER OCCURRENCE Fee	Ea	1	\$0.00	\$0.00
48	KUMC-Courtesy Email Service for Payment Processing Confirmation PER OCCURRENCE Fee	Ea	1	\$0.00	\$0.00
49	KUMC-Accumail U.S. Postal Corrective Software + Postal Pre-Sort PER OCCURRENCE Fee	Ea	1	\$0.00	\$0.00
50	KUMC-90-day Grace Audit Notices Federal Due Diligence Service Per Occurrence Fee	Ea	1	\$0.00	\$0.00
51	KUMC- 150-day Grace Audit Notices Federal Due Diligence Service Per Occurrence Fee	Ea	1	\$0.00	\$0.00
52	KUMC-240-day Grace Audit Notices Federal Due Diligence Service Per Occurrence Fee	Ea	1	\$0.00	\$0.00
53	KUMC-Past Due Notices Federal Due Diligence Service Per Occurrence Fee	Ea	1	\$0.00	\$0.00
54	KUMC-60-day Final Demand Notice Federal Due Diligence Service Per Occurrence Fee	Ea	1	\$0.00	\$0.00
55	KUMC- Pre-Acceleration & Acceleration Letters Federal Due Diligence PER OCCURRENCE Fee	Ea	1	\$0.00	\$0.00
57	KUMC-Fully Integrated Collection Module for In-House Collections Federal Due Diligence Service Fee	Ea	1	\$0.00	\$0.00
58	KUMC-Automatic Tickler/Review System Federal Due Diligence Service Fee	Ea	1	\$0.00	\$0.00
59	KUMC- NSLDS Reporting Services (99.9% Error-Free Rating) Federal Due Diligence Service Fee	Ea	1	\$0.00	\$0.00
60	KUMC-National Student Loan Clearinghouse Deferment Processing Federal Due Diligence Service Fee	Ea	1	\$0.00	\$0.00
61	KUMC-Registration File Match Interface for Exit Purposes Fee	Ea	1	\$0.00	\$0.00
62	KUMC-Graduation File Match Interface for Exit Purposes Fee	Ea	1	\$0.00	\$0.00
63	KUMC-Clearinghouse File Match Interface for Exit Purposes Fee	Ea	1	\$0.00	\$0.00
64	KUMC- New Loans & Advances Interface Fee	Ea	1	\$0.00	\$0.00
65	KUMC- Accounting Feed / General Ledger Interface Fee	Ea	1	\$0.00	\$0.00
66	KUMC-Holds on Transcripts/Diplomas Indicator based on Delinquency PER OCCURRENCE Fee	Ea	1	\$0.00	\$0.00
67	KUMC-Holds on Transcripts/Diplomas Indicator based on Unsigned Exits PER OCCURRENCE Fee	Ea	1	\$0.00	\$0.00
68	KUMC-SID# Download Interface Fee	Ea	1	\$0.00	\$0.00
69	KUMC-School Email Address Download Interface Fee	Ea	1	\$0.00	\$0.00
70	KUMC-New Interface Development Fee	Ea	1	\$0.00	\$0.00
71	KUMC-On-Line Management Report Via Report Menu Fee	Ea	1	\$0.00	\$0.00
72	KUMC-Available On-Line Management Reports via Website in PDF & MS Excel Format Fee	Ea	1	\$0.00	\$0.00

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Line	Description	UOM	QTY	Unit	Extended
73	KUMC-Annual CD-Rom Management □Reports Fee	Ea	1	\$0.00	\$0.00
74	KUMC- AD Hoc Management Reporting Capabilities Fee	Ea	1	\$0.00	\$0.00
75	KUMC- New Management Report Development Fee	Ea	1	\$0.00	\$0.00
76	KUMC- Ability to Instantly Produce/Generate Custom Letters Feature Fee	Ea	1	\$0.00	\$0.00
77	KUMC-Ability to Instantly Produce/Complete Exit Interview Packets Feature Fee	Ea	1	\$0.00	\$0.00
78	KUMC-Ability to Instantly Produce/Complete LVC Forms Feature Fee	Ea	1	\$0.00	\$0.00
79	KUMC-Ability to Instantly Produce/Complete Government Assignment Forms Feature Fee.	Ea	1	\$0.00	\$0.00
80	KUMC-Ability to Instantly Produce/Complete Government 553 Disability Forms Feature Fee.	Ea	1	\$0.00	\$0.00
81	KUMC- Automated Clearing House Transfers Banking Service Per Occurrence Fee.	Ea	1	\$0.00	\$0.00
82	KUMC-Automated Clearing House Transfers Banking Service Per Occurrence Fee.	Ea	1	\$0.00	\$0.00
84	KUMC-Exit Interviews web generated (semi-annual & monthly) and Exit Interviews, Paper Packet Mailed - Annual Service Fee.	Ea	1	\$0.00	\$0.00
85	KUMC- Annual Statements - Annual Service Fee	Ea	1	\$0.00	\$0.00
86	KUMC-TRA Reporting - Borrower & IRS, 1098-E's (Incl. Form Web Service & Customer Phone Support)Annual Service Fee	Ea	1	\$1.00	\$1.00
87	KUMC-Exit Notification Letter Services (includes U.S. Postage) Fee Per Letter	Ea	1	\$1.00	\$1.00
88	KUMC-Exit Notification Postcard Services (includes U.S. Postage) Fee Per Postcard	Ea	1	\$0.80	\$0.80
89	KUMC-Exit Notification Email Services Fee	Ea	1	\$0.25	\$0.25
90	KUMC-eDisclosure (EDS) In School Borrower Per Occurrence Fee	Ea	1	\$0.05	\$0.05
91	KUMC-eDisclosure Postcard Services (includes U.S. Postage) Per Occurrence Fee	Ea	1	\$0.80	\$0.80
92	KUMC-DRAP & / or Default Prevention Services (DPS) Per Occurrence Fee	Ea	1	\$25.00	\$25.00
93	KUMC-Cohort Reduction Letters (includes U.S. Postage) Per Occurrence Fee	Ea	1	\$1.00	\$1.00
94	KUMC-Custom Letter Services (includes U.S. Postage) Per Occurrence Fee	Ea	1	\$1.00	\$1.00
95	KUMC-Custom Postcard Services (includes U.S. Postage) Per Occurrence Fee	Ea	1	\$0.80	\$0.80
96	KUMC-Custom Automated Phone Calls Per Occurrence Fee	Ea	1	\$1.00	\$1.00
97	KUMC-Custom Email Services Including Mass Email Ability Per Occurrence Fee	Ea	1	\$0.25	\$0.25
98	KUMC-Foreign Air Mail Postage Per Occurrence Fee	Ea	1	\$0.98	\$0.98
99	KUMC-Paid-In-Full Thank You Letter Services (includes U.S. Postage) Per Occurrence Fee	Ea	1	\$1.00	\$1.00
100	KUMC-Delinquent Receivable Billing & Processing Per Occurrence Fee	Ea	1	\$1.25	\$1.25
101	KUMC-Perpetual Billing Services Per Occurrence Fee	Ea	1	\$0.44	\$0.44
102	KUMC-Tuition Payment Plan Administration Per Occurrence Fee	Ea	1	\$50.00	\$50.00
103	KUMC-1098-T Printing, Mailing & Web Service Per Occurrence Fee	Ea	1	\$0.72	\$0.72
104	KUMC-Holds - Placing and Releasing Per Occurrence Fee	Ea	1	\$0.00	\$0.00
105	KUMC-Bankruptcies Processed Per Occurrence Fee	Ea	1	\$0.00	\$0.00
106	KUMC-Commission Payments for Collection Agencies & State Setoff Per Occurrence Fee	Ea	1	\$0.00	\$0.00

ECSI Student Loan Billing Services for the University of Kansas Medical Center campus.

Line	Description	UOM	QTY	Unit	Extended
107	KUMC-Payment for the Service Provider Per Occurrence Fee	Ea	1	\$0.00	\$0.00
108	KUMC-Reporting for State Per Occurrence Fee	Ea	1	\$0.00	\$0.00
109	KUMC-Year End Reports including FISAP & AOR Per Occurrence Fee	Ea	1	\$0.00	\$0.00
110	KUMC-Reconciliation of Funds rec'd Daily from Service Provider Per Occurrence Fee	Ea	1	\$0.00	\$0.00
111	KUMC-Processing of Paid in Full Accounts Per Occurrence Fee	Ea	1	\$0.00	\$0.00
112	KUMC-Processing of Refund Checks Per Occurrence Fee	Ea	1	\$5.00	\$5.00
113	KUMC-Conversion Service Fee	Ea	1	\$0.00	\$0.00
114	KUMC-Training Service Fee	Ea	1	\$0.00	\$0.00
115	KUMC-Credit Card Service Fee (Define Clearly) Service Fee	Ea	1	\$0.00	\$0.00
116	KUMC-Award Letter Services (includes Postage) Per Occurrence Fee	Ea	1	\$1.00	\$1.00
117	KUMC-Award Postcard Services (includes Postage) Per Occurrence Fee	Ea	1	\$0.80	\$0.80
118	KUMC-Award Email Services Per Occurrence Fee	Ea	1	\$0.25	\$0.25
119	KUMC-On-Line TAX Forms Fee	Ea	1	\$0.45	\$0.45
120	KUMC- LOCK BOX Banking Service Per Occurrence Fee.	Ea	1	\$0.00	\$0.00

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 04-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

- Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

- Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
- Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
- Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
- The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

Authorized Signature Date

CONTRACT

This contract is entered into this 22nd day of June, 2011 by and between the University of Kansas Medical Center and, EDUCATIONALCOMPUTER SYSTEMS, INC., Coraopolis, PA. (Contractor).

The parties agree as follows:

1. Subject to the attached terms and conditions of this contract, University hereby accepts the offer of Contractor as expressed by Contractor's proposal submitted to KU Purchasing Services on May 5, 2011, in response to Request for Proposal Number 87214.
2. It is understood and agreed by the parties that pursuant to the proposal, Contractor agrees to furnish **Student Loan Billing Services** to the University of Kansas Medical Center at the price or prices contained in the proposal as amended. KUMC retains the right to decline or add individual items (services) at its discretion. University agrees to pay Contractor in accordance with the prices and terms contained herein. Payment will be made after receipt of written invoice(s) in accordance with state law.
3. Failure of Contractor to furnish the item(s) in accordance with the attached terms and conditions hereby incorporated into this contract by reference, or failure of Contractor to deliver the item(s) in accordance with any time schedules prescribed in this contract or any documents incorporated by reference into this contract may result in forfeiture of any performance bond of Contractor and/or in termination of this contract at the option of the University of Kansas Medical Center.
4. The provisions found in Contractual Provisions Attachment (DA-146a) are incorporated and made a part of this contract by reference.

Contractor: EDUCATIONAL COMPUTER SYSTEMS, INC.

By: Nick Banks

Title: CFU

University of Kansas Medical Center

By: Stephen Stranberg

Title: DIRECTOR PURCHASING