

**AGREEMENT  
FOR  
INFORMATION TECHNOLOGY  
SEAT MANAGEMENT SERVICES  
BY AND BETWEEN  
THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
AND  
SHI GOVERNMENT SOLUTIONS, INC.**

**Article 1. INTRODUCTION**

This Agreement for Information Technology Seat Management Services (the “**Agreement**”) is entered into between the Texas Health and Human Services Commission (“**HHSC**”), an administrative agency within the executive department of the State of Texas and having its principal office at 4900 North Lamar Boulevard, 4<sup>th</sup> Floor, Austin Texas 78751, and SHI Government Solutions, Inc. (“**Contractor**”), a Texas corporation organized under the laws of the State of Texas and having its principal place of business at 1301 Mo-Pac Expressway, Suite 100, Austin, TX 78746. HHSC and the Contractor may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

The Parties agree that the following terms and conditions apply to the Services and Deliverables to be provided by the Contractor under this Agreement in consideration of certain payments to be made by HHSC.

**Article 2. BACKGROUND, OBJECTIVES, AND INDUCEMENTS**

**Section 2.01 Background.**

This Agreement is entered into in connection with HHSC’s procurement of a contractor to perform seat management services for the Texas health and human services agencies, including HHSC, the Texas Department of Aging and Disability Services, the Texas Department of Assistive and Rehabilitative Services, the Texas Department of Family and Protective Services, and the Texas Department of State Health Services (collectively, the “**HHS Agencies**”).

On March 24, 2015, HHSC released the Statement of Work No. 529-2000136462 (“**SOW**”). After reviewing all bidder responses, HHSC determined that Contractor’s proposal to the SOW (“**Proposal**”) represented the best demonstrated competence, knowledge and qualifications under the criteria set forth in the SOW. HHSC made its final award to Contractor through its execution of this Agreement.

Contractor understands that the desired benefit to HHSC of this Agreement is to secure the services of a qualified vendor to assist the HHSC in the seat management services more fully described in the SOW (“**Services**”).

**Section 2.02 Inducements.**

(a) General Considerations

As a condition of the award of this Agreement, HHSC requested Contractor to provide written assurances to HHSC with respect to a number of facts that HHSC deems material to the subject matter of this Agreement or significant to HHSC.

Contractor has made certain representations to HHSC that the statements contained in this Section, as well as those contained elsewhere in this Agreement (collectively “**Other Assurances**”), are true, accurate, and complete to the best of Contractor’s knowledge in all respects.

HHSC is relying, and will continue to rely throughout the Term of this Agreement, upon the truthfulness, accuracy and completeness of such written assurances and Other Assurances, as inducements made by Contractor to HHSC to enter into this Agreement. Moreover, HHSC would not have entered into this Agreement with Contractor but for such assurances.

(b) Contractor's Representations

Contractor acknowledges that HHSC is relying upon all assurances and acknowledges their materiality and significance. In light of the foregoing, Contractor unequivocally represents to HHSC that the following statements of fact are true, accurate and complete to the best of Contractor's knowledge in all respects:

1. Contractor is an established provider of seat management services as described in the SOW;
2. Contractor and, if applicable, its subcontractors have the skills, qualifications, financial resources and experience necessary to perform the Services and provide deliverables, if any ("**Deliverables**") described in the this Agreement in an efficient and cost-effective manner, with the highest degree of quality and responsiveness within the context of the requirements of this Agreement, and has performed similar services for other public or private entities;
3. Contractor has thoroughly reviewed, analyzed and understood the SOW and has had the opportunity to review and fully understand HHSC's needs, requirements and operating environment for the activities that are the subject of this Agreement;
4. Contractor has thoroughly reviewed, analyzed, and understood the SOW, and has timely raised all questions or objections to the SOW; and
5. Contractor also reviewed and understands the risks associated with the SOW, including the risk of non-availability of funds.

Contractor further represents and warrants that it is an expert in performance of the Services and production of Deliverables described in the SOW.

(c) Contractor's Commitment and Understanding

In entering into this Agreement, Contractor has had the opportunity to review and understand HHSC's mission and objective, and based on such review and understanding, Contractor currently has the capacity to perform in accordance with the terms and conditions of this Agreement.

(d) Engagement

Accordingly, in light of and in reliance on the foregoing representations by Contractor, HHSC engages Contractor to perform the Services and provide the Deliverables described in this Agreement under the terms and conditions set forth in this Agreement.

**Section 2.03 Contracting For Results**

HHSC's fundamental commitment is to contract for results. HHSC defines a successful result as the generation of defined, measurable and beneficial outcomes that satisfy the contract requirements and fully support HHSC's missions and objectives. This Agreement describes what is required of Contractor in terms of Services, Deliverables, performance measures and outcomes, and unless otherwise noted in the Agreement, places the responsibility for how they are accomplished on Contractor.

**Article 3. DEFINITIONS**

**Section 3.01 Incorporation of Definitions**

(a) SOW Definitions

Except as specified in this Agreement, the acronyms and definitions contained in the SOW govern the use and meanings of the terms and conditions of this Agreement. The Parties agree that the acronyms and definitions contained in the SOW may, by mutual agreement, be added to, subtracted from, or modified from time to time as necessary to achieve the objectives and mission of the SOW and this Agreement.

(b) UTC Definitions

Except as specified in this Agreement, the definitions contained in Article 2 of the Uniform Contract Terms and Conditions 1.4.1, as modified by the Parties in this Agreement (“UTC”) govern the use and meanings of terms and conditions of this Agreement. The defined terms "Request for Proposals" and "RFP" used in the UTC are deemed to mean the SOW for purposes of this Agreement.

(c) Conflict

In the event of conflict between the SOW Definitions, the UTC definitions, or other definition in this Agreement, the conflict will be resolved in favor of HHSC.

**Article 4. GENERAL TERMS AND CONDITIONS**

**Section 4.01 Contract Documents and Order of Precedence**

This section supersedes Section 3.01 of the UTC. The entire agreement between the Parties will consist of the following documents, which, in the event of any conflict or contradiction between or among these documents, will control in the following order of precedence (subject to Section 3.01 above):

A. The Contract for Services between Contractor and the State of Texas Department of Information Resources (DIR-SDD-1922), as amended and including all attachments thereto ("**DIR Contract**");

B. This document and any amendments thereto;

C. The Data Use Agreement executed by the Parties, a copy of which is attached hereto as **Exhibit A** ("**DUA**");

D. The UTC, as modified by the "Revisions to HHSC Uniform Contract Terms and Conditions (Version 1.4.1)", all of which are attached hereto as **Exhibit B**;

E. The SOW, including all attachments and addenda as clarified and modified by vendor questions and HHSC's response thereto, as well as HHSC's follow up questions and Contractor's answers thereto, all of which is attached hereto as **Exhibit C**;

F. Contractor's Cost Proposal, attached hereto as **Exhibit D** ("**Cost Proposal**"); and

G. The Proposal, including the finally agreed clarifications and modifications, all of which is attached as **Exhibit E**.

All of the foregoing documents are incorporated into the Agreement by reference.

**Section 4.02 Term of the Agreement**

(a) General Provisions

This Section 4.02 will govern the period for performance of this Agreement (the "**Term**"). No commitment of funds is permitted prior to the first day or subsequent to the last day of the Initial Term and any properly executed extension of the Initial Term. The Term of the Agreement may be extended or shortened by amendment.

(b) Initial Term

Subject to the provisions for termination set forth in Section 11.03 of the UTC, the Agreement begins on the earlier of: (i) the date of full execution of this document by both Parties or (ii) September 1, 2015 (the “**Effective Date**”) and ends four (4) years later (the “**Initial Term**”).

(c) Optional Extensions of Agreement

The Initial Term may be extended for two (2) one-year periods, at the sole and absolute discretion of the HHSC. HHSC will notify Contractor of its decision to extend the Agreement at least one hundred twenty (120) days before the expiration of then-current term. Any extension of the Agreement will be commemorated in an amendment to this Agreement, subject to the requirements of Article 12 of this Agreement. Except as provided in Section (d) below, prices for such extensions will be calculated according to the prices in effect under the existing Agreement.

Contractor agrees that HHSC may require continued performance, beyond the initial or any optional renewal Contract terms, of any of the within described services at the rates specified in the Agreement. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed ninety (90) days. Such extension of services shall be subject to the requirements of the Agreement, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. HHSC may exercise this option upon one hundred twenty (120) days written notice to Contractor.

(d) Modifications upon extension or renewal of Agreement

(1) If HHSC seeks modifications to the Agreement as a condition of any extension, HHSC's notice to the Contractor will specify those modifications to the Scope of Work, the modification pricing terms, or other terms and conditions of the modification HHSC seeks.

(2) Contractor must respond to HHSC's proposed modification within 30 days of receipt.

(3) Upon receipt of Contractor's response to the proposed modifications, HHSC may enter into negotiations with Contractor to arrive at mutually agreeable Agreement modifications.

(4) If Contractor does not respond to HHSC’s proposed modification within 30 days of receipt, HHSC may, in its sole discretion:

(a) Deem such proposed modifications accepted;

(b) Obtain the Services or Deliverables that are the subject of the proposed modifications from another vendor and claim and recover appropriate relief and damages; or

(c) Terminate the Agreement in whole or in part.

(5) Any modifications will be within the scope of the SOW.

**Section 4.03 *No Implied Assumptions***

The Parties acknowledge and agree that any assumptions contained in the Proposal, including but not limited to, financial assumptions, general business assumptions, assumptions concerning key performance requirements, and comments concerning the UTC, will be deemed to have been rejected by HHSC and will not be a part of the Agreement unless and only to the extent the Parties have expressly agreed to incorporate them within this Agreement or as an Exhibit to the Agreement.

**Section 4.04 *Project Managers***

The following Project Managers will serve as the primary contacts for all administrative issues:

**Contractor**

John Haines  
SHI Government Solutions, Inc.  
1301 South Mopac Expressway, Suite 375  
Austin, Texas 78746

**HHSC**

Terri Ware  
Texas Health and Human Services Commission  
ECSS Director  
701 W 51<sup>st</sup>  
Austin, Texas 78751

**Section 4.05 Notice**

(a) Oral Notice

All communications concerning this Agreement should be in written form. However, HHSC may provide oral notice when circumstances are such that immediate notification should be provided, and will be deemed to have been given when the oral communication has been delivered in person, by telephone, or otherwise to the project managers identified in Section 4.04 above and provided that additional written notice is submitted within 3 business days thereafter.

(b) Written Notice

Written Notice will be deemed to have been given:

1. Upon the expiration of three (3) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested;
2. When transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine; or
3. When delivered if delivered personally or sent by express courier service.

Routine communications, or those that are administrative in nature, should be sent to the Project Managers identified in Section 4.04. All other contract notices will be sent to the other Party at its address set forth in this Agreement or such other address as is provided by a Party in accordance with the provisions of this Section:

**If to HHSC:**

Chris Traylor  
Executive Commissioner  
Health & Human Services Commission  
P.O. Box 13247  
Austin, Texas 78711-3247

**Physical Address:**

4900 North Lamar Boulevard  
Austin Texas 78751

**With Required Copy to:**

Carey E. Smith  
Senior Counsel  
P.O. Box 13247  
Austin, Texas 78711-3247  
Fax: 512-424-6586

**If to Contractor:**

Natalie Slowik  
SHI Government Solutions, Inc.  
290 Davidson Avenue  
Somerset NJ 08873

Either Party may change the above-referenced designees or address with five days written notice to the other Party.

**Article 5. SCOPE OF WORK**

**Section 5.01 Overview**

Contractor will perform and assume certain responsibilities in support of state and federally funded programs in accordance with the specifications contained in the SOW, this Article 5 and the Proposal as modified and clarified.

**Section 5.02 Contractor Responsibilities**

Contractor will perform all actions required to meet the goals and objectives in the SOW. The Scope of Work specifically includes the Services and Deliverables in the Proposal and any clarifications and modifications thereto.

Both the SOW and the Proposal and any agreed-upon modifications and clarifications thereto are hereby incorporated into this Agreement for the purposes of determining the Scope of Work and all other purposes as though they were set out word-for-word in this document along with amendments to this Agreement that may be executed from time to time.

**Section 5.03 State Responsibilities**

HHSC will monitor all Contractor responsibilities, assess performance and determine satisfaction with the requirements of this Agreement. HHSC reserves the right to waive the review and approval of Contractor work products or processes. Any failure to monitor or waiver by HHSC will not relieve Contractor from responsibility for errors and omissions in the work products or processes. In addition, HHSC approval of Contractor work products or processes will not relieve Contractor of liability for errors and omissions in the work products or processes.

**Article 6. FINANCIAL TERMS AND CONDITIONS OF PAYMENT**

**Section 6.01 General**

During the term of this Agreement, Contractor will perform the Services and provide the Deliverables specified in the Agreement in accordance with the Cost Proposal. Contractor understands and expressly assumes all risks associated with the commitment of delivery of the contracted Services and Deliverables

including the failure, termination or suspension of funding to HHSC, delays or denials of required third party approvals, and cost overruns not reasonably attributable to HHSC.

**Section 6.02 Invoices**

Contractor will submit an invoice to the HHSC Project Manager, in a manner acceptable to HHSC and in accordance with Section 10 of the SOW. Upon HHSC request, Contractor will provide any additional information to the degree of detail necessary to resolve any review, examination, inquiry or audit by HHSC or any other responsible authority.

**Section 6.03 Time and Manner of Payment**

Payments of invoice by HHSC under this Agreement will be made in accordance with Chapter 2251 of the Texas Government Code. If HHSC disputes payment of an invoice for purposes of enforcing a remedy or obtaining set-off against payments due, HHSC may limit payments in accordance with Article 9 of the UTC.

**Section 6.04 Failure, Termination or Suspension of HHSC Funding**

Contractor will have no right of action or claim against HHSC in the event that HHSC is unable to perform its obligations under this Agreement as a result of the suspension, termination, withdrawal, or failure of funding as set forth in Section 3.02 of the UTC.

**Article 7. TERMINATION OF AGREEMENT**

In addition to the other termination and suspensions provisions set forth in this Agreement, this Agreement may be terminated as provided in Section 11.03 of the UTC.

**Article 8. DISPUTE RESOLUTION**

The Parties will attempt to resolve contract disputes in accordance with Section 11.11 of the UTC.

**Article 9. CONTRACTOR PERSONNEL MANAGEMENT**

Contractor will manage personnel as provided in Article 4 of the UTC and as required by the SOW.

**Article 10. GOVERNING LAWS AND REGULATIONS**

**Section 10.01 Law and regulations governing administration of the Agreement**

In addition to Article 5 of the UTC, the administration of the Agreement will be in accordance with the following laws and regulations:

- (1) The Health and Insurance Portability and Accountability Act (“HIPAA”) of 1996, Public Law 104-191, as amended and modified;
- (2) Chapter 531, Chapter 2155.144, Chapter 2157 and Chapter 2254, Texas Government Code, as amended and any administrative rules adopted thereunder;
- (3) 1 T.A.C. Chapter 391;
- (4) HHS Circular C-027 – Health and Human Services Enterprise Fraud, Waste, and Abuse; and
- (5) Any other pertinent provisions of federal law or state law.

Contractor will be solely responsible for compliance with pertinent state and federal laws, regulations and administrative rules as set forth in Section 5.02 of the UTC and this Agreement.

## **Article 11. SERVICE LEVELS AND PERFORMANCE MEASUREMENT**

### **Section 11.01 *Performance Measurement***

Contractor's performance will be measured in accordance with Section 6.01 of the UTC and as set forth in this Article 11. Contractor is expected to meet or exceed the objectives and standards set forth in this Agreement. Any and all responsibilities and requirements not fulfilled may be subject to the remedies set forth in Article 11 of the UTC and Article 14 of this Agreement. Contractor will meet or exceed the performance requirements of this Agreement, consistent with the provisions of the SOW and the Proposal as clarified and modified.

## **Article 12. AMENDMENTS, MODIFICATIONS, AND CHANGE ORDERS**

### **Section 12.01 *Expectations and Understandings***

The Parties may amend this Agreement by mutual written agreement. Changes in the contracted Services or Deliverables must be authorized in accordance with this Article. Any such changes must be within the scope of the SOW.

### **Section 12.02 *Amendments and Modifications***

This Agreement may be amended as provided in Article 7 of the UTC and Section 12.03 of this Agreement.

### **Section 12.03 *Business Plan for Change Orders and Amendments***

This Section 12.03 represents the Parties' Business Plan for negotiating amendments and modifications to the Agreement, as required by Article 7 of the UTC.

(a) Formal Amendment Procedure.

Except as provided below, all modifications to the Agreement must be accomplished through the formal amendment process set forth herein.

(1) HHSC or Contractor may propose changes in the Services, Deliverables or other aspects of this Agreement.

(2) If HHSC proposes a change, it will deliver a written notice to Contractor describing the proposed change. Contractor must prepare a response, at no additional cost to HHSC, within 30 calendar days. The response must specify:

(A) The effect, if any, of the proposed change on the amounts payable by HHSC under this Agreement and the manner used to calculate such effect;

(B) The effect, if any, of the proposed changes on Contractor's performance of its obligations under this Agreement, including the effect on the Services or Deliverables;

(C) The anticipated time schedule for implementing the proposed changes; and

(D) Any other information requested by HHSC or reasonably necessary for HHSC to make an informed decision regarding the proposal.



(3) If HHSC accepts Contractor's response, Contractor must indemnify and hold harmless HHSC from and against any losses, costs or expenses resulting from any inaccurate or incomplete information contained in the response. The response constitutes an irrevocable proposal by Contractor to implement the proposed changes on the terms set forth in the response.

(4) If Contractor desires to propose a change, it must deliver a change request to HHSC that includes the information described in Section 12.03(a)(2) above.

(5) If HHSC accepts Contractor's proposal or change request, the Parties will execute an amendment to this Agreement. The amendment must be signed by HHSC's Executive Commissioner or his designee and a duly authorized Contractor representative.

(b) Truth In Negotiations Act

Contractor agrees to conduct negotiations with HHSC in accordance with the standards set forth in federal truth in negotiation laws. The Truth in Negotiations Act (10 USC §2306a, and 41 USC §254b) requires government contractors of contracts exceeding \$500,000 to submit cost or pricing data and to certify that such data is current, accurate and complete on the date of final agreement on price. Submission of defective pricing data can result in significant penalties for Contractor, including interest on the amount of the overpayment. If the submission of defective pricing data is a knowing submission, penalties can include an additional amount equal to the amount of the overpayment.

## **Article 13. AUDIT AND FINANCIAL COMPLIANCE**

### **Section 13.01 Audits**

Audits and Financial Compliance measures will be conducted as provided by Article 8 of the UTC.

## **Article 14. REMEDIES AND DISPUTES**

### **Section 14.01 Understanding and expectation of the Parties**

(a) Acknowledgement

The Parties acknowledge and agree that:

(1) This Agreement represents a substantial commitment to improve the health of Texans by ensuring quality, accuracy, responsiveness, and efficiency in HHSC processes and data management systems; and

(2) HHSC's objective is to establish a flexible and responsive relationship with Contractor.

### **Section 14.02 Contractor's agreement and acceptance of HHSC objectives.**

Contractor is expected to meet or exceed the contractual responsibilities and obligations set forth in this Agreement. Contractor understands that all areas of responsibility and all requirements listed in this Agreement are subject to performance evaluation by HHSC. Contractor's failure to meet its contractual responsibilities and obligations set forth in this Agreement is subject to HHSC's application or pursuit of any or all of the remedies set forth in Article 11 of the UTC. Contractor agrees:

(a) To meet or exceed the responsibilities and tasks set forth in this Agreement, the performance requirements specified in the SOW, perform the Services and Deliverables detailed in Contractor's Proposal as modified and clarified and actively pursue the achievement of the Mission Objectives described in the SOW and this Agreement;

(b) That HHSC's expectations, as documented in the SOW and this Agreement, are reasonable, within normally acceptable business practices, and in the best interest of the State;

(c) That the remedies described in this Article 14 are directed to Contractor's timely and responsive performance of the Services and production of Deliverables; and

(d) That HHSC may, in accordance with this Article 14:

(1) Pursue contractual remedies for any instance of noncompliance;

(2) In its discretion and at any time, impose or pursue one or more remedies for each item of noncompliance; and

(3) Determine remedies on a case-by-case basis.

## **Article 15. REPRESENTATIONS AND WARRANTIES**

### **Section 15.01 *Authorization***

Contractor reaffirms its current compliance, and the intent to continue to comply, with Section 13.01 of the UTC.

### **Section 15.02 *Ability to Perform***

Contractor represents and warrants it is in compliance with Section 13.02 of the UTC.

### **Section 15.03 *Workmanship and Performance***

Contractor will perform all Services and provide all Deliverables in at least the manner required by Section 13.03 of the UTC.

### **Section 15.04 *Compliance with Agreement***

Contractor will comply with the provisions of Section 13.06 of the UTC.

### **Section 15.05 *Intellectual Property***

Any Services or Deliverables provided by Contractor will comply with the provisions of Article 14 of the UTC.

### **Section 15.06 *Warranty of Deliverables***

Contractor will comply with the provisions of Section 13.04 of the UTC.

### **Section 15.07 *Manufacturers' Warranties***

Contractor will assign all Manufacturers' Warranties as provided by Section 13.05 of the UTC.

## **Article 16. LIABILITY**

### **Section 16.01 *Limitation of Liability***

Contractor will be liable to HHSC for property damage and risk of loss as set forth in Article 15 of the UTC.

**Section 16.02 *Duty To Mitigate***

Each Party has a duty to mitigate the damages that would otherwise be recoverable from the other Party pursuant to this Agreement by taking such actions as may be required under Texas law to reduce or limit the amount of such damages.

**Article 17. CERTIFICATIONS****Section 17.01 *Child Support Obligations***

Pursuant to Section 231.006, Texas Family Code (relating to child support), the Contractor, by signing this Contract, certifies that it is not ineligible to receive a payments under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

**Section 17.02 *Financial Participation***

Pursuant to §2155.004, Texas Government Code, the Contractor certifies that Contractor is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. Section 2155.004 prohibits a person or entity from receiving a state contract if that person or entity received compensation for participating in preparing the solicitation documents, if applicable, or specifications for this Contract from a state agency.

**Section 17.03 *Debarment and Suspension***

Contractor certifies that it and its principals are eligible to participate in the Contract and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal state or local governmental entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement, if applicable, and contracting and that Contractor is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>

Contractor certifies that neither it or its principals are debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in this transaction or in any federal grant, benefit, contract or program by any Federal department or agency. (See Executive Orders 12549 and 12689, 45 CFR part 76, 48 CFR part 9; 42 USC sect. 1320a-7). Contractor agrees to include this provision in any subcontracts related to this Contract.

**Section 17.04 *Hurricane Relief***

Sections 2155.006 and 2261.053, Government Code, prohibit HHSC from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004 of the Government Code, occurring after September 24, 2005. Under §2155.006, Government Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

**Section 17.05 *Civil Rights***

Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity", and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs,

Equal Employment Opportunity Department of Labor". Contractor shall ensure that all subcontracts comply with the above referenced provisions.

**Section 17.06 Environmental Protection**

Contractor certifies that, if the total Contract amount, including any Contract amounts for Renewal Terms, exceeds \$150,000, it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Contractor agrees to include this provision in any subcontracts related to this Contract exceeding \$150,000.

**Article 18. MISCELLANEOUS PROVISIONS**

**Section 18.01 Prohibition Against Performance Outside the United States**

All work performed under this Agreement must be performed exclusively within the United States. All information obtained by Contractor or a subcontractor under this Agreement must be maintained within the United States.

The foregoing requirements will not preclude Contractor from performing work outside the United States that HHSC has approved in writing and that HHSC has confirmed will not involve the sharing of Confidential Information outside the United States.

Contractor's violation of this Section 18.01 will constitute a material breach in accordance with Section 11.02 of version 1.4.1 of the UCTC. Contractor will be liable to HHSC for all actual and consequential damages in accordance with the UTC.

For breach of the requirements under this Section 18.01, HHSC may terminate this Agreement with notice to Contractor at least 1 calendar day before the effective date of such termination.

**Section 18.02 Cooperation and Consent**

Each Party will cooperate with the other Party in good faith in the performance of its respective activities contemplated by this Agreement so that the purposes of this Agreement may be accomplished in a proper, timely and efficient manner.

**Section 18.03 No Third Party Beneficiaries**

No provision of this Agreement expressly confers third-party beneficiary status on a person or entity. Nothing contained in this Agreement is intended or will be construed to confer upon any person or entity other than the Parties hereto any rights, benefits or remedies of any kind or character whatsoever, and no person or entity will be deemed a third-party beneficiary under or by reason of this Agreement.

**Section 18.04 Neutral Construction**

The Parties have negotiated this Agreement and all of the terms and conditions contained in this Agreement at "arms" length, and each Party has had the opportunity to be represented by counsel during such negotiations. No term, condition, or provision contained in this Agreement will be construed against any Party or in favor of any Party:

- (a) because such Party or such Party's counsel drafted, revised, commented upon, or did not comment upon, such term, condition, or provision; or

- (b) because of any presumption as to any inequality of bargaining power between or among the Parties.

**Section 18.05 Further Assurances**

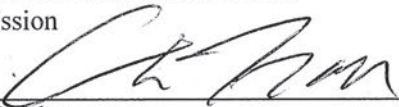
HHSC and the Contractor covenant and agree that, subsequent to the execution and delivery of this Agreement and without any additional consideration, HHSC and the Contractor will execute and deliver any further legal instruments and perform any acts that are or may become reasonably necessary to effectuate the purposes of this Agreement.

**Section 18.06 Entire Agreement**

This Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, between the Parties with respect to the subject matter hereof.

IN WITNESS HEREOF, HHSC and the Contractor have each caused this Agreement to be signed and delivered by its duly authorized representative.

Texas Health and Human Services  
Commission

  
Chris Traylor  
Executive Commissioner

Date

8-28-15

SHI Government Solutions, Inc.

  
Natalie Slowik, Sr Manager - Contracts & RFPs

8/10/15

Date