

**SIGNATURE DOCUMENT FOR
HHSC CONTRACT NO. HHS00044860001**

I. PURPOSE

The Health and Human Services Commission (HHSC or System Agency), an administrative agency within the executive department of the State of Texas (State) and having its principal office at 4900 N. Lamar Blvd., Austin, Texas, 78751, and Interactive Voice Applications, Inc. (IVA or Contractor), having its principal office at 5952 Royal Lane Suite 201, Dallas, Texas, 75230, (each a Party and, collectively, the Parties) enter into the following contract for Random Moment Sampling Services (the Contract).

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of Title 10, Subtitle D of the Texas Government Code Sections 2155.144 and 2157.068.

III. STATEMENT OF SERVICES TO BE PROVIDED

Contractor shall perform or cause to be performed Random Moment Sampling Services in accordance with the Statement of Work and Budget and Payment, attached and incorporated as **Attachments G and H**, respectively (for Services).

IV. DURATION

The Contract is effective on the signature date of the latter of the Parties to sign the Contract and terminates on **August 31, 2021** (Initial Term), unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. System Agency, at its sole discretion, reserves the right to exercise optional annual renewals accomplished by one-year periods of performance thereafter, subject to the availability of funds - with the total amount of the initial term and subsequent renewals not to exceed four (4) consecutive terms, subject to terms and conditions of the Contract.

Notwithstanding the limitation in the preceding sentence, the System Agency, at its sole discretion, in accordance with the General Appropriations Act, House Bill 1, 86th R.S. at Article IX, Section 17.10(e)(1), following the base term, and any allowable extensions and/or exercised Optional Annual Renewals, may extend any resulting Contract to address immediate operational or service delivery needs. The extension is limited in duration and cost to not more than one additional option period as defined in the Contract. If the option period is not defined, the extension is limited to one year.

V. BUDGET

The initial amount of this Contract will not exceed **THREE HUNDRED THIRTY-ONE THOUSAND DOLLARS AND NO CENTS (\$331,000.00)**. All expenditures under the Contract will be in accordance with **ATTACHMENT H, BUDGET AND PAYMENT for Services**.

VI. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency

Health and Human Services Commission
4900 N. Lamar Blvd, Mail Code 1475
Austin, TX 78751
Attention: Jan Amazeen

Contractor

Interactive Voice Applications, Inc.
PO Box 670991
Dallas, TX 75230
Attention: John R. Young, President

VII. LEGAL NOTICES

Any legal notice required under this Contract by the System Agency shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the address set forth below for Contractor. Legal notice given by Contractor shall be deemed effective when received by the System Agency contact listed in this section. Contractor must send, at the same time and in the same manner as set forth for legal notice, a copy of the legal notice to the System Agency Contract Representative.

System Agency

Health and Human Services Commission
4900 N. Lamar Blvd
Austin, TX 78751
Attention: Karen Ray, Chief Counsel

Contractor

Interactive Voice Applications, Inc.
PO Box 670991
Dallas, TX 75230
Attention: John R. Young, President

VIII. NOTICE REQUIREMENTS

Notice given by Contractor will be deemed effective when received by the System Agency. Notices given by System Agency to Contractor shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required. Either Party may change its Contract Representative or Legal Notice contact information by providing written notice to the other Party in accordance with the applicable Contract terms and conditions. All notices submitted to System Agency must:

- A. include the Contract number;
- B. be sent to the person(s) identified in the Contract for receipt of such notices; and,
- C. comply with all terms and conditions of the Contract.

IX. SIGNATURE AUTHORITY

Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR CONTRACT NO. HHS000448600001

SYSTEM AGENCY

Health and Human Services Commission

DocuSigned by:
Trey Wood
2A70BBE1AE4042E...

Name: Trey Wood

Title: Chief Financial Officer

Date: June 11, 2020

CONTRACTOR

Interactive Voice Applications, Inc.

DocuSigned by:
John Young
CF8BD59EBA8E40E...

Name: John Young

Title: President

Date: June 10, 2020

THE FOLLOWING ATTACHMENTS TO CONTRACT NO. HHS000448600001 ARE ATTACHED AND INCORPORATED BY REFERENCE:

ATTACHMENT A – CONTRACT AFFIRMATIONS

ATTACHMENT B – HHS UNIFORM TERMS AND CONDITIONS – VENDOR, VERSION 2.15

ATTACHMENT C – HHSC SPECIAL CONDITIONS – VERSION 1.2

ATTACHMENT D – DATA USE AGREEMENT

- ATTACHMENT 1 - SUBCONTRACTOR AGREEMENT FORM
- ATTACHMENT 2 - SECURITY AND PRIVACY INQUIRY FORM

ATTACHMENT E – HUB SUBCONTRACTING PLAN

ATTACHMENT F – KEY PERFORMANCE MEASURES AND LIQUIDATED DAMAGES

ATTACHMENT G – STATEMENT OF WORK

ATTACHMENT H – BUDGET AND PAYMENT

ATTACHMENT I – SYSTEM AGENCY REQUEST FOR OFFER (RFO) (HHS0004486 ESBD Post)

ATTACHMENT J – CONTRACTOR'S SOLICITATION RESPONSE

ATTACHMENT K – ASSURANCES - NON-CONSTRUCTION PROGRAMS

ATTACHMENT L – CERTIFICATION REGARDING LOBBYING

ATTACHMENTS FOLLOW