

**SIGNATURE DOCUMENT FOR
HHSC CONTRACT NO. HHS000710300001**

I. PURPOSE

The **HEALTH AND HUMAN SERVICES COMMISSION** (“**HHSC**” or “**SYSTEM AGENCY**”), an administrative agency within the executive department of the State of Texas and having its principal office at 4900 N. Lamar Blvd., Austin, TX 78751, and **SOLISYSTEMS CORPORATION** (“**CONTRACTOR**”), having its principal office at 100 Allentown Parkway, Suite 110, Allen, TX 75002, (each a “**Party**” and collectively “**the Parties**”) enter into the following contract to provide the “**36K MULTOS Smart Card**” deliverables and 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 §§ 2155.144 and 2157.068.

III. STATEMENT OF SERVICES TO BE PROVIDED

Contractor shall perform or cause to be performed (type) of Services in accordance with the **STATEMENT OF WORK** and **BUDGET**, attached and incorporated as **ATTACHMENTS H** and **I**, respectively.

IV. DURATION

The Contract is effective on the signature date of the latter of the Parties to sign this agreement and terminates on **August 31st, 2021**, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract.

System Agency, at its sole discretion, may extend this Contract for any period(s) of time at the Contract rate(s) as modified during the term of the Contract, provided the Contract term, including all extensions or renewals, does not exceed six (6) years and subject to terms and conditions of the Contract.

Notwithstanding the limitation in the preceding sentence, System Agency, at its sole discretion, also may extend the Contract beyond six (6) years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interests of the State.

V. BUDGET

The total amount of this Contract will not to exceed **\$4,375,000.00**. All expenditures under the Contract will be in accordance with **ATTACHMENT I, 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
Austin, TX 78751
Attention: Lisa Bell, Contract Manager

Contractor

SoliSYSTEMS Corp.
100 Allentown Parkway, Suite 110
Allen, TX 75002
Attention: Roque Solis

VII. LEGAL NOTICES

Any legal notice required under this Contract by 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

SoliSYSTEMS Corp.
100 Allentown Parkway, Suite 110
Allen, TX 75002
Attention: Roque Solis

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. ADDITIONAL PROVISIONS

The terms and conditions of these Additional Provisions are incorporated into and made a part of the Contract. Capitalized items used in these Additional Provisions and not otherwise defined have the meanings assigned to them in ATTACHMENT F, HHSC UNIFORM TERMS AND CONDITIONS.

A. ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY AND SECURITY STANDARDS

1. Applicability:

The following Electronic and Information Resources (EIR) requirements apply to the Contract because the Contractor performs services that include EIR that the System Agency's employees are required or permitted to access or members of the public are required or permitted to access.

This Section does not apply to incidental uses of EIR in the performance of the Agreement, unless the Parties agree that the EIR will become property of the State of Texas or will be used by HHSC's clients or recipients after completion of the Agreement.

Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a Product.

2. Definitions:

“Accessibility Standards” means accessibility standards and specifications for Texas agency and institution of higher education websites and EIR set forth in 1 TAC Chapter 206 and/or Chapter 213.

“Electronic and Information Resources” means information resources, including information resources technologies, and any equipment or interconnected system of equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

“Electronic and Information Resources Accessibility Standards” means the accessibility standards for electronic and information resources contained in 1 Texas Administrative Code Chapter 213.

“Product” means information resources technology that is, or is related to, EIR.

“Web Site Accessibility Standards/ Specifications” means standards contained in Volume 1 Tex. Admin. Code Chapter 206(c) Accessibility Requirements.

Under Tex. Gov't Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, the System Agency must procure Products and services that comply with the Accessibility Standards when those Products are available in the commercial marketplace or when those Products are developed in response to a procurement solicitation. Accordingly, Contractor must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

3. Evaluation, Testing, and Monitoring:
 - a. The System Agency may review, test, evaluate and monitor Contractor's Products and services, as well as associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing. Neither the review, testing (*including acceptance testing*), evaluation or monitoring of any Product or service, nor the absence of review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Contractor's assertion of compliance with the Accessibility Standards.
 - b. Contractor agrees to cooperate fully and provide the System Agency and its representatives timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing, and monitoring.
4. Representations and Warranties:
 - a. Contractor represents and warrants that:
 - 1) As of the Effective Date of the Contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Agreement, unless and to the extent the Parties otherwise expressly agree in writing; and
 - 2) If the Products will be in the custody of the state or a System Agency's client or recipient after the Contract expiration or termination, the Products will continue to comply with Accessibility Standards after the expiration or termination of the Contract Term, unless the System Agency or its clients or recipients, as applicable, use the Products in a manner that renders it noncompliant.
 - b. In the event Contractor becomes aware, or is notified that the Product or service and associated documentation and technical support do not comply with the Accessibility Standards, Contractor represents and warrants that it will, in a timely manner and at no cost to the System Agency, perform all necessary steps to satisfy the Accessibility Standards, including remediation, replacement, and upgrading of the Product or service, or providing a suitable substitute.
 - c. Contractor acknowledges and agrees that these representations and warranties are essential inducements on which the System Agency relies in awarding this Contract.

- d. Contractor's representations and warranties under this subsection will survive the termination or expiration of the Contract and will remain in full force and effect throughout the useful life of the Product.
5. Remedies:
- a. Under Tex. Gov't Code § 2054.465, neither the Contractor nor any other person has cause of action against the System Agency for a claim of a failure to comply with Tex. Gov't Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.
 - b. In the event of a breach of Contractor's representations and warranties, Contractor will be liable for direct, consequential, indirect, special, or liquidated damages and any other remedies to which the System Agency may be entitled under this Contract and other applicable law. This remedy is cumulative of any other remedies to which the System Agency may be entitled under this Contract and other applicable law.

X. 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 SYSTEM AGENCY CONTRACT NO. HHS000710300001

SYSTEM AGENCY

Health and Human Services Commission

DocuSigned by:
Dee Budgewater
8FA3B8B888CA4A6

Name: Dee Budgewater

Title: Deputy Executive Commissioner

Date: April 6, 2020

CONTRACTOR

SoliSYSTEMS Corporation

DocuSigned by:
Roque Solis
6401B914F31D497

Name: Roque Solis

Title: President

Date: April 2, 2020

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS000710300001 ARE ATTACHED AND INCORPORATED BY REFERENCE:

ATTACHMENT A: USDA-FNS FEDERAL PROVISIONS

ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

ATTACHMENT C: FEDERAL ASSURANCES - NON-CONSTRUCTION PROGRAMS

ATTACHMENT D: FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

ATTACHMENT E: AFFIRMATIONS AND SOLICITATION ACCEPTANCE

ATTACHMENT F: HHSC UNIFORM TERMS AND CONDITIONS

ATTACHMENT G: HHSC DATA USE AGREEMENT WITH SPI ATTACHMENT

ATTACHMENT H: STATEMENT OF WORK (WITH APPLICABLE ATTACHMENTS)

ATTACHMENT I: BUDGET AND PAYMENT FOR SERVICES (PRICING SHEET)

ATTACHMENT J: NEGOTIATION DOCUMENTS AND PROPOSAL (RFO PROPOSAL)