

HHSC CONTRACT NO. HHS001101600001
STATEMENT OF WORK
UNDER DIR CONTRACT NO. DIR-TSO-4362

The **HEALTH AND HUMAN SERVICES COMMISSION** (“HHSC” or “System Agency”), an administrative agency within the executive branch of the state of Texas, and **IBRIDGE GROUP, INC.** (“Contractor”), having its principal office at 8860 Business Park Drive, Suite 100, Austin, Texas 78759, (each a “Party” and collectively the “Parties”), enter into the following agreement (“Contract”) for Kofax Product Solution Support and Services.

I. LEGAL AUTHORITY

This Contract is entered into pursuant to Section 2157.068 of the Texas Government Code and Chapter 531 of the Government Code.

II. DURATION

The Contract is effective on the signature date of the latter of the Parties to sign this agreement and expires 2 years from the date of execution, unless sooner terminated or renewed or extended. System Agency, at its sole discretion, may extend this Contract up to 3 additional 1-year terms for a maximum term of 5 years.

Notwithstanding the limitation in the preceding paragraph and with at least 60 calendar days’ advance written notice to Contractor, at the end of the initial term or any renewal period, System Agency, at its sole discretion, may extend this Contract as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interest of the State for up to 12 months, at the then-current contract rate or rates (if applicable) as modified during the term of the Contract.

At the sole discretion of the System Agency, any Work Order issued hereunder may survive the expiration or termination of this Contract.

III. STATEMENT OF WORK

The Statement of Work to which Contractor is bound is incorporated into and made a part of this Contract for all purposes and included as Attachment A.

The Solicitation, including all addenda, is incorporated into and made a part of this Contract for all purposes and included as Attachment J.

IV. BUDGET

The total amount of this Contract will not exceed **\$3,729,600.00**. By executing this Contract, Contractor agrees to the contracted rates and budget for the Contract term, including the initial term and all renewals and extensions exercised. However, at System Agency's sole discretion or by mutual agreement of the Parties as authorized under the Contract, the budget or contract amounts may be amended. All expenditures under the Contract will be in accordance with **ATTACHMENT E, PAYMENT TERMS AND COST SCHEDULE**.

V. CONTRACT REPRESENTATIVES

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

System Agency Contract Representative

Megan Geisy
Health and Human Services Commission
c/o Charles Davenport
4601 W. Guadalupe Street MC-3049
Austin, TX, 78751
Megan.Geisy@hhs.texas.gov

Contractor Contract Representative

Molly Rivera
iBridge Group, Inc.
8860 Business Park Dr. Suite 100
Austin, TX 78759
Molly.Rivera@ibridgegroup.com

VI. NOTICE REQUIREMENTS

- A. All notices given by Contractor shall be in writing, include the Contract number, comply with all terms and conditions of the Contract, and be delivered to the System Agency's Contract Representative identified above.
- B. Contractor shall send legal notices to System Agency at the address below and provide a copy to the System Agency's Contract Representative:

Health and Human Services Commission

Attn: Office of Chief Counsel
4601 W. Guadalupe, Mail Code 1100
Austin, Texas 78751

- C. Notices given by System Agency to Contractor may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by System Agency. Notices sent by mail shall be deemed delivered when deposited by the System Agency in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by the System Agency with a common carrier, overnight, signature required.
- D. Notices given by Contractor to System Agency shall be deemed delivered when received by System Agency.
- E. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

VII. CONTRACT DOCUMENTS

The following documents are incorporated by reference and made a part of this Contract for all purposes.

ATTACHMENT A – STATEMENT OF WORK
ATTACHMENT B – CONTRACT AFFIRMATIONS
ATTACHMENT C – UNIFORM TERMS AND CONDITIONS
ATTACHMENT D – DATA USE AGREEMENT
ATTACHMENT E – PAYMENT TERMS AND COST SCHEDULE
ATTACHMENT F – ADDITIONAL PROVISIONS
ATTACHMENT G – FEDERAL ASSURANCES
ATTACHMENT H – CERTIFICATION REGARDING LOBBYING
ATTACHMENT I – FFATA CERTIFICATION FORM
ATTACHMENT J – SYSTEM AGENCY SOLICITATION No. HHS0011016,
INCLUDING, BUT NOT LIMITED TO ALL ADDENDA
ATTACHMENT K – CONTRACTOR'S SOLICITATION RESPONSE
ATTACHMENT L – INSURANCE COVERAGE
ATTACHMENT M – DIR CONTRACT No. DIR-TSO-4362

In the event of conflict, ambiguity, or inconsistency between or among any contract documents, the following documents, including any amendments thereto, shall control in the specified order of precedence:

- 1. This five (5) page document**
2. ATTACHMENT M – DIR CONTRACT No. DIR-TSO-4362

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3. ATTACHMENT D – DATA USE AGREEMENT
4. ATTACHMENT B – CONTRACT AFFIRMATIONS
5. ATTACHMENT C – UNIFORM TERMS AND CONDITIONS
6. ATTACHMENT F – ADDITIONAL PROVISIONS
7. ATTACHMENT G – FEDERAL ASSURANCES
8. ATTACHMENT H – CERTIFICATION REGARDING LOBBYING
9. ATTACHMENT A – STATEMENT OF WORK
10. ATTACHMENT E – PAYMENT TERMS AND COST SCHEDULE
11. ATTACHMENT I – FFATA CERTIFICATION FORM
12. ATTACHMENT L – INSURANCE COVERAGE
13. ATTACHMENT J – SYSTEM AGENCY SOLICITATION No. HHS0011016,
INCLUDING, BUT NOT LIMITED TO ALL ADDENDA
14. ATTACHMENT K – CONTRACTOR'S SOLICITATION RESPONSE

The Parties recognize that there could be conflicts, contradictions or ambiguities raised in particular circumstances between the Attachments. The terms and conditions of this Contract may not weaken or diminish any terms and conditions in the Texas Department of Information Resources Contract No. DIR-TSO-4362 (“DIR Contract”); to the extent that the DIR Contract provides more favorable terms to HHSC or imposes more rigorous obligations on Contractor, the DIR Contract supersedes and controls over this Contract.

VIII. 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

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SIGNATURE PAGE FOR HHSC No. HHS001101600001

HEALTH AND HUMAN SERVICES COMMISSION

iBRIDGE GROUP, INC.

DocuSigned by:
Ricardo Blanco
59B67B9437EA4E8...

Jennifer Cumpian

Name: Ricardo Blanco

Name: Jennifer Cumpian

Title: Chief Information Officer

Title: CEO

Date of execution: June 6, 2023

Date of execution: 04/24/2023

DIR Review

The DIR signature below is solely to verify that the scope of work is within the scope of the DIR contract being utilized. The DIR signature does not make DIR a party to the Contract or to any constituent document.

TEXAS DEPARTMENT OF INFORMATION RESOURCES

DIR SOW ID
000352

DocuSigned by:
Hershel Becker
7F04C0B913D547B...

Name: Hershel Becker

Title: Chief Procurement Officer

Date of execution: 6/26/2023 | 7:01 PM CDT