

**SIXTH AMENDMENT TO THE  
MASTER SERVICES AGREEMENT**  
between  
**THE STATE OF TEXAS, ACTING BY AND THROUGH  
THE TEXAS DEPARTMENT OF INFORMATION RESOURCES**  
and  
**CAPGEMINI AMERICA, INC.**

This Sixth Amendment (“Amendment”) is to the Master Services Agreement (“**Agreement**”), executed January 31, 2018, between the State of Texas, acting by and through the Texas Department of Information Resources (“**DIR**”), with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and Capgemini America, Inc. (“**Service Provider**”), a New Jersey corporation, with a principal place of business at 79 Fifth Avenue, 3<sup>rd</sup> Floor, New York, NY 10003.

RECITALS

WHEREAS, the Parties entered into the Agreement for Multi-sourcing Services Integrator dated January 31, 2018, with a Commencement Date of September 1, 2018;

WHEREAS, the First Amendment provided necessary changes to modify Application Portfolio Management (APM) Services and clarify the Service Consumption Bands.

WHEREAS, the Second Amendment provided necessary changes to add support for the Open Data Portal (ODP) program.

WHEREAS, the Third Amendment provided necessary changes to add database encryption at rest to the IT Service Management (ITSM) system, adds DIR Data requirements, clarifies Percentage of SCP Charges and variable charge exclusions and makes other adjustments to the Agreement.

WHEREAS, the Fourth Amendment provided necessary changes to add a DRaaS Custom Full Recovery Exercise RU, clarified Disaster Recovery Services for Utility Servers in IT Service Continuity Management and clarified the DRaaS support note in the Responsibility Matrix.

WHEREAS, the Fifth Amendment provided necessary changes to reflect updated implementation dates and costs for the Cloud Management Module, updated the Texas.gov CHD Variable Charge Percentage for the Constituent Help Desk, and added a new Rate Card Resource category of Senior Service Design Advisor.

WHEREAS, this Sixth Amendment provides necessary changes to reflect the addition of the Customer Relationship Management (CRM) function, updates some shared service level agreements, and removes requirements for Security Operations, Technology Planning, outreach solutioning leadership and cross-SCP Project Management which have been transferred to the new Technology Solution Services and Security Operations Service Providers. This amendment also adds the new resource unit for CRM Full Time Professional (FTP) as an optional service, moves the Constituent Help Desk from Variable Charges to Fixed Charges, excludes 70% of the

Application Development Charges and includes the HSC Virtualized Charges in Variable Charges, revises total variable charges to reflect increases due to DCS Reprourement, and updates estimated SCP charges to align with actual and forecasted volumes. In addition, this amendment also updates the Agreement in Section 21.8(a) and (b), Notices, to reflect the appropriate positions instead of individuals.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

- I. **Section 21.8(a) and (b)**, Notices, of the Agreement shall be amended and replaced as follows:

In the case of DIR:

Texas Department of Information Resources  
300 W. 15th Street, Suite 1300 Austin, Texas 78701  
Attention: Director, Enterprise Contracts Management  
E-mail Address: [SharedServicesContractOffice@dir.texas.gov](mailto:SharedServicesContractOffice@dir.texas.gov)

With a copy to:

Texas Department of Information Resources  
300 W. 15th Street, Suite 1300 Austin, Texas 78701  
Attention: General Counsel  
E-mail Address: [DIRLegal@dir.texas.gov](mailto:DIRLegal@dir.texas.gov)

And

Texas Department of Information Resources  
300 W. 15th Street, Suite 1300 Austin, Texas 78701  
Attention: Director, Planning and Governance  
E-mail Address: [sally.ward@dir.texas.gov](mailto:sally.ward@dir.texas.gov)

- II. Attached Appendix 1 of this Sixth Amendment, **Exhibit 1.1**, Definitions, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 1.1**, Definitions, of the Agreement.

The changes to **Exhibit 1.1** include updating “DIR Shared Services”, removing “Managed Application Services (MAS)” and adding “Rough Order of Magnitude”, “Security Operations (SecOps)” and “Technology Solution Services (TSS)”.

- III. Attached Appendix 2 of this Sixth Amendment, **Exhibit 2.1**, Statement of Work, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 2.1**, Statement of Work, of the Agreement.

The changes to **Exhibit 2.1** include addition of requirements for the Customer Relationship Management function. Additional changes include removal of requirements for outreach

solutioning leadership and cross-SCP Project Management and updated requirements to reflect supporting role for Security Operations and Technology Planning.

- IV. Attached Appendix 3 of this Sixth Amendment, **Exhibit 3**, Performance Model, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 3**, Performance Model, of the Agreement.

The changes to **Exhibit 3** include removal of references to Expected Service Levels and Continuous Improvement requirement to align with the NexGen performance model, revision of language for an earn-back opportunity and updated requirements for Customer Level Service Level Improvement Plans.

- V. Attached Appendix 4 of this Sixth Amendment, **Exhibit 3.1**, Service Level Matrix, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 3.1**, Service Level Matrix, of the Agreement.

The changes to **Exhibit 3.1** include removal of Expected Service Levels, updated Minimum Service Level targets and adjustment of some shared service level agreements from Critical Service Levels to Key Service Levels (Resolution Time – Sev 3 and 4 – Enterprise, Data Quality – Enterprise, Invoice Dispute Resolution) and vice versa (Solution Implementation). Additional changes include the consolidation of “Root Cause Analysis” with “Chronic Incidents” Service Level to include “Corrective Actions and Recidivist Rate” and two new service level agreements for “Auto-Provisioning Accuracy and Timeliness” and “Accurate Incident Assignment”.

- VI. Attached Appendix 5 of this Sixth Amendment, **Exhibit 3.2**, Service Level Definitions, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 3.2**, Service Level Definitions, of the Agreement.

The changes to **Exhibit 3.2** include removal of Expected Service Levels, language revisions for share type and corresponding metric(s), updated Minimum Service Level targets and adjustment of some shared service level agreements from Critical Service Levels to Key Service Levels (Resolution Time – Sev 3 and 4 – Enterprise, Data Quality – Enterprise, Invoice Dispute Resolution) and vice versa (Solution Implementation). Additional changes include the consolidation of “Root Cause Analysis” with “Chronic Incidents” Service Level to include “Corrective Actions and Recidivist Rate” and two new service level agreements for “Auto-Provisioning Accuracy and Timeliness” and “Accurate Incident Assignment”.

- VII. Attached Appendix 6 of this Sixth Amendment, **Exhibit 3.3**, Critical Deliverables, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 3.3**, Critical Deliverables, of the Agreement.

The changes to **Exhibit 3.3** include revising Section 2.1 Annual Technology Plan and Roadmap to reflect updated MSI role requirements in support of Technology Solution

Services SCP, and the removal of Sections 2.4 Security Assessment Remediation and 2.5 Annual Vulnerability Report.

- VIII. Attached Appendix 7 of this Sixth Amendment, **Exhibit 3.6**, Operating Agreements, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 3.6**, Operating Agreements, of the Agreement.

The changes to **Exhibit 3.6** include the addition of Section 10 to clarify MSI responsibility for providing guidance to SCPs on creation of SCP respective Operating Agreements.

- IX. Attached Appendix 8 of this Sixth Amendment, **Exhibit 4.0**, Business Model, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 4.0**, Business Model, of the Agreement.

The changes to **Exhibit 4.0** include updating the Percentage of SCP Changes language in Section 2.2, Variable Charges, to exclude 70% of Application Development Services and include HSC Virtualized Charges beginning in Fiscal Year 21. Additional changes include adding Resource Unit definition for Customer Relationship Management (CRM) Full Time Professional (FTP) in Section 4, Other Optional Services.

- X. Attached Appendix 9 of this Sixth Amendment, **Exhibit 4.1**, Pricing Structure, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 4.1**, Pricing Structure, of the Agreement.

The changes to **Exhibit 4.1** include updated amounts to reflect revisions to “2-Fixed Charges” and “3-Variable Charges” on “1-Summary Charges”, and the addition of Constituent Help Desk charges starting Year 3 on “2-Fixed Charges”. The changes also include the removal of Constituent Help Desk charges starting Year 3, revised total variable charges to reflect increases due to DCS Reprocurement, updated estimated SCP charges to align with Year 3 actual and forecasted volumes and forecasted volumes for Years 4 through 8, exclusion of 70% Application Development Charges and inclusion of HSC Virtualized Charges beginning in Year 3, updated Enterprise Variable Charge Percentage starting Year 3 due to revised total variable charges and updated total estimated SCP charges, addition of Enterprise Variable App Dev Charge Percentage starting Year 3 to reflect inclusion of 30% of Application Development Charges starting Year 3, and the revision of Texas.gov CHD Variable Charge Percentage starting Year 3 to reflect the Constituent Help Desk Charges moving to Fixed Charges on “3-Variable Charges”, and the addition of new Resource Unit “CRM Full Time Professional (FTP) charge methodology and unit rate on “4-Optional Services”.

- XI. General Terms and Conditions

- (a) Capitalized terms not defined herein shall have the same meanings as set forth in the Agreement.

- (b) All other provisions of the Agreement not specifically amended hereby remain in full force and effect. In the event of conflict among provisions, the provisions of this Amendment shall take precedence over the terms of the MSA.

IN WITNESS WHEREOF, Service Provider and DIR execute this Amendment effective from the date of the last signature thereto.

**THE STATE OF TEXAS,  
acting by and through  
THE TEXAS DEPARTMENT OF INFORMATION RESOURCES**

By: Signature on File Date: 5/12/2020

Name: Amanda Crawford  
Title: Executive Director

**CAPGEMINI AMERICA, INC.**

By: Signature on File Date: 5/07/2020

Name: Mark Stein  
Title: Account Executive

**DIR Legal Review**

By: Signature on File Date: 5/12/2020

Name: Mark Howard  
Title: Assistant General Counsel, General Counsel’s Office