

State of Texas
Department of Information Resources



Exhibit 2.2

Termination Assistance Services

Texas.gov Payment Services
DIR-ESS-TGOV-PMNT-254

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1 GENERAL

Upon DIR's request, the Successful Respondent shall perform the Termination Assistance Services set forth in this Exhibit, as well as those set forth in **Section 4.3 Termination Assistance Services** of the Master Services Agreement ("MSA" or "Agreement").

2 RISK IDENTIFICATION

The Successful Respondent shall notify DIR of significant risk factors relating to the Termination Assistance Services and, at DIR's request, shall design plans and contingencies to mitigate such risk.

3 SPECIFIC TERMINATION ASSISTANCE SERVICES

1.1. Knowledge Transfer

As requested by DIR, the Successful Respondent shall provide for a transfer of knowledge regarding the Services, DIR, and the DIR Customers requirements and related topics so as to facilitate the provision of the Services by DIR, the DIR Customers or their designee(s).

3.1.1 The Successful Respondent shall, at a minimum:

- 3.1.1.1 Provide reasonable training (in a manner mutually agreed to by the Parties) to personnel designated by DIR; training shall include the performance of the Services that are to be transferred.
- 3.1.1.2 Provide to DIR, DIR Customers, and/or their designee(s) information regarding the Services as reasonably necessary to implement the termination assistance plan developed by Successful Respondent pursuant to **Section 4.3** of the Agreement.
- 3.1.1.3 Provide to DIR, DIR Customers, and/or their designee(s) information regarding the Services as reasonably necessary for DIR, DIR Customers, or their designee(s) to assume responsibility for continued performance of Services in an orderly manner so as to minimize disruption in the operations of DIR and DIR Customers, including (i) relevant documentation, and (ii) key support contacts (names, business phone numbers, email addresses and business postal addresses) of Successful Respondent Personnel during the transition from the Successful Respondent to DIR, DIR Customers, or their designee(s).
- 3.1.1.4 Supply information concerning Systems, Equipment, Software, types and skills of Successful Respondent Personnel and other resources used by Successful Respondent to provide Services under the Agreement, as reasonably necessary for DIR, DIR Customers or their designee(s) to assume responsibility for the Services.
- 3.1.1.5 Supply information, code, and configurations required to compile all transferrable Software and Applications, including (i) Application source code, (ii) Application build parameters, (iii) Application source code control library specifications, (iv) Application

source code build processes and steps, and (v) Application executables.

- 3.1.1.6 Explain the processes and procedures (e.g., Incident Management, Change Management, etc.), in the Service Management Manual (SMM), Reports, and other standards and procedures to the operations staff of DIR, each DIR Customers, or their designee(s).
- 3.1.1.7 Provide reasonable access, including in person and by telephone, to Successful Respondent Personnel during and following the period for performance of Termination Assistance Services.
- 3.1.1.8 Explain the extent and nature of the impact of legal and regulatory requirements compliance, if any, on the Services.
- 3.1.1.9 Provide DIR, DIR Customers, or their designee(s) reasonable access to Systems, Equipment, Software, and other resources used by Successful Respondent to provide the Services to the extent required to be transferred under the Agreement, and provide DIR, DIR Customers, or their designee(s) information concerning such items, all as reasonably necessary for transition of the Services to DIR, DIR Customers, or their designee(s).

3.2 Transfer of Resources

The Successful Respondent shall provide all reasonable assistance required for the transfer to DIR, the Customers or their designee(s) of the Systems, Equipment, Software and other resources that are implicated by and transferable pursuant to the relevant Assistance Event.

3.2.1 The Successful Respondent shall, at a minimum:

- 3.2.1.1 Identify any third-party services that are required by DIR, the Customers or their designee(s) to perform the Services, and to which DIR, Customers or their designee(s) are entitled under **Section 4.4 Use of Third Parties** of the Agreement.
- 3.2.1.2 Provide asset listings for Systems, Equipment, and Software owned or licensed by Successful Respondent, its Subcontractors, DIR, and DIR Customers to the extent transferable hereunder, including those which are required by DIR, DIR Customers, or their designee(s) to perform the Services and to which DIR, DIR Customers, or their designee(s) are entitled under **Section 4.4** of the Agreement.
- 3.2.1.3 Work with DIR, DIR Customers, or their designee(s) to minimize or eliminate any potential transfer, re-licensing or termination charges, taxes and other costs or expenses that might be incurred by DIR, DIR Customers, or their designee(s) as a result of any transfers.
- 3.2.1.4 Perform administrative functions required to enable the assignment of Systems, Equipment, Software, and Third Party Contracts to the extent transferable hereunder, that are required by DIR, DIR Customers, or their designee(s) to perform the Services, and to which DIR, DIR Customers, or their designee(s) are entitled under **Section 4.4** of the Agreement, including executing legal documents and performing other necessary

functions.

3.3 Operational Transfer

The Successful Respondent shall perform all activities requested by DIR pursuant to **Section 4.3 Termination Assistance Services** of the Agreement to enable a smooth transfer of operational responsibility for the Services to DIR, DIR Customers, or their designee(s).

3.3.1 This shall include:

- 3.3.1.1 Identifying, recording and providing release levels for DIR Software and Applications and updating such records of release levels prior to and during transition of the Services.
- 3.3.1.2 If and to the extent requested by DIR, halting any enhancements to, development or testing of any DIR Applications.
- 3.3.1.3 Providing any Systems configurations and data extracts in appropriate electronic formats (e.g., Excel, databases) as necessary for DIR, DIR Customers, or their designee(s) to assume responsibility for the Services.
- 3.3.1.4 Providing machine readable and printed listings and associated documentation for source code for Software and Applications owned by DIR or DIR Customers and source code to which DIR or DIR Customers are entitled under the Agreement, including all Software and Applications details required to compile all transferrable Applications including (i) Application source code and (ii) Application build parameters and (iii) Application source code control library specifications and (iii) Application source code build processes and steps and (iv) Application executables.
- 3.3.1.5 To the extent required by DIR and applicable to the Services implicated by the relevant Assistance Event, delivering support profiles, enhancement logs, problem tracking, resolution documentation, and status reports associated with the Services.
- 3.3.1.6 Providing any trouble logs, applying to DIR or DIR Customers, that DIR does not already have, reporting at least twelve (12) months prior to the effective date of the relevant Assistance Event, and returning any other Authorized User information collected or maintained as part of the Services implicated by the relevant Assistance Event.
- 3.3.1.7 Providing for the orderly hand-off of ongoing Requests, Work Orders or Projects, including a listing of current and planned Requests, Work Orders or Projects, as well as all Systems, Software, and Equipment ordered or in process. With respect to each Request, Work Order or Project, document the status, ensure the activity is stabilized for continuity during transfer, and provide reasonable training to achieve transfer of responsibility without loss of momentum.
- 3.3.1.8 Ensure that all documentation used by Successful Respondent to provide the Services, including but not limited to technical, operations procedures, program management procedures and report documentation, is stored in the Service Management Manual

(SMM) and provided in electronic media.

- 3.3.1.9 With the exception of PCI DSS data, documenting and delivering databases and all application data specific to the Services as well as DIR Data.
- 3.3.1.10 Transferring physical and logical security processes and tools (to the extent required under the Agreement), including cataloging and tendering all badges and keys for DIR Facilities, documenting ownership and access levels for all passwords, and instructing DIR, DIR Customers, or their designee(s) in the use and operation of security controls.
- 3.3.1.11 Providing and coordinating assistance to DIR, DIR Customers, or their designee(s) in notifying relevant third parties of the procedures to be followed prior to, during, and after the transition.
- 3.3.1.12 Returning to DIR, DIR Customers, or their designee(s) any remaining property of DIR or DIR Customers in Successful Respondent's possession or under Successful Respondent's control, including any remaining Reports, DIR Data, DIR Owned Materials, Third Party Materials and DIR Confidential Information.
- 3.3.1.13 Cooperating with DIR, each DIR Customer or their designee(s), test plans, back out procedures, and contingency plans as part of the transition of Services to DIR, DIR Customers, or their designee(s).
- 3.3.1.14 In conjunction with DIR, DIR Customers or their designee(s), conducting rehearsals of the transition prior to cutover, as requested by DIR.
- 3.3.1.15 After the transition, providing additional assistance as reasonably requested by DIR to assure continuity of operations.
- 3.3.1.16 With the exception of PCI DSS data, providing interim copies of DIR Data, as reasonably requested by DIR.
- 3.3.1.17 Upon request, unloading all DIR Data and DIR Confidential Information from Successful Respondent Owned Materials and Third Party Materials and returning all DIR Data and DIR Confidential Information in accordance with **Article 13 DIR Data and Other Confidential Information** of the Agreement, *provided, however*, Successful Respondent shall be permitted to retain one copy for the period of time required for standard audit retention and in accordance with applicable laws.
- 3.3.1.18 Upon request, making available data files and other DIR Data and DIR Confidential Information stored on Systems and Equipment for which Successful Respondent is responsible, including backups.
- 3.3.1.19 Securely erasing, wiping clean, or otherwise destroying any remaining copies of DIR Owned Materials, Third Party Materials, DIR Data and DIR Confidential Information; *provided, however*, Successful Respondent shall be permitted to retain one copy for the period of time required for standard audit retention and in accordance with applicable laws.

3.3.1.20 DIR is responsible for the security of DIR Data and DIR Confidential Information in DIR's custody or control.

4 REMOVAL OF PROPERTY

Prior to removing any documents, Systems, Equipment, Software or other Materials from DIR Facilities, the Successful Respondent shall provide appropriate notice to DIR identifying the property it intends to remove. Such identification shall be in sufficient detail to apprise DIR of the nature and ownership of such property. The Successful Respondent shall not remove property owned by DIR or any DIR Customer from DIR Facilities without the prior written consent of DIR. The Successful Respondent shall comply with the removal procedures reasonably established by DIR and the DIR Customers for removal of property from DIR Facilities.