

**State of Texas**  
**Department of Information Resources**



**Exhibit 3.6**

**Operating Agreements**

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

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## **1 INTRODUCTION**

To ensure the integrated and seamless delivery of the Services, pursuant to **Section 9.15** of the Master Services Agreement (“Agreement”), the Successful Respondent is required to enter an Operating Agreement (“OA”) with the Multi-Sourcing Services Integrator (“MSI”) and the Service Component Providers (SCPs), including, but not limited to, other SCPs supporting Texas.gov, DCS Server SCP, and DCS Network SCP, collectively (“SCPs”).

## **2 GENERAL**

The Successful Respondent acknowledges and agrees that the delivery of the Services to DIR and DIR Customers requires significant integration, cooperation, and coordination of processes and procedures with the MSI and SCPs, and the Service Management Manual (SMM) will document the obligations between the Successful Respondent and the MSI and SCPs to ensure seamless delivery of the Services to DIR and DIR Customers. The OA will address the joint operation, issue resolution, and governance of the delivery of the Services. The Successful Respondent and the MSI and SCPs will acknowledge and agree in the OA that the Successful Respondent will assist and coordinate the delivery of Services to DIR and DIR Customers. In addition, the Successful Respondent, MSI and SCPs shall each promptly disclose to the other any material difficulties or delays that either experiences in connection with the delivery or operation of the Services.

## **3 OPERATING AGREEMENT ISSUE ESCALATION AND RESOLUTION**

Within the Operating Agreement (OA), the Successful Respondent and MSI shall establish written procedures under which the Successful Respondent, MSI and SCPs shall resolve any problems or complaints regarding the delivery of the Services or another SCP's performance thereof (the "OA Issue Escalation and Resolution Procedures"). Such procedures shall address: (1) the specific individuals whom each SCP, the MSI, and Successful Respondent shall notify of any issue with respect to the delivery of the Services to DIR and DIR Customers, (2) the timeframe within which such issues will be addressed, (3) the steps that each SCP, the MSI and Successful Respondent will take to ensure that problems with the Services can be identified and addressed at all times. Upon completing an initial draft of the OA Issue Escalation and Resolution Procedures, the Successful Respondent, MSI and SCPs will provide a copy of such procedures to DIR for DIR's review.

## **4 REGULAR MEETING AND UPDATE**

The project team leaders from the Successful Respondent, MSI, and SCPs shall meet regularly, but no less frequently than monthly, during the term of this Agreement, to prioritize tasks, discuss changes and scheduling, identify problems and resolutions, and otherwise coordinate and cooperate in connection with the development and implementation of the Services.

## 5 TERMINATION

The OA(s) executed by the Successful Respondent shall terminate upon termination of the Agreement; except that the OA's between the Successful Respondent and the MSI, and the Successful Respondent and the SCPs shall terminate upon termination of Agreement between DIR and the MSI, or DIR and the SCP, unless another termination date is determined by DIR.

## 6 OA REVIEW

Within sixty (60) days of the latter of (i) the Effective Date, or (ii) the Effective Date of the Master Services Agreement entered between DIR and the Successful Respondent or the SCPs who are a counter-party to the OA, the Successful Respondent will submit a draft OA to DIR for its review and comment. The Successful Respondent will address and resolve any questions or concerns DIR may have with respect to the OA. The Successful Respondent will revise and resubmit the OA. If, after fifteen (15) days from DIR's receipt of the OA, DIR has not provided comments to the OA or otherwise requested an extension of the period for review, the Successful Respondent may proceed with the proposed OA.

## 7 AMENDMENT AND MODIFICATION

The OA will include various interface descriptions and specifications, and interdependencies specified by the Successful Respondent, MSI, and SCPs. The Successful Respondent acknowledges and agrees that over the term of the OA, to ensure that the Services continue to be delivered in an integrated and seamless manner to DIR and the DIR Customers, certain changes and amendments to the OA may need to be made. Accordingly, the Successful Respondent may from time to time amend the OA; however, changes to interdependency commitments may be made by agreement of the applicable SCPs without a formal amendment if interdependency commitments are designated as such in the OA. Prior to any proposed amendment of the OA or change in an interdependency commitment, the Successful Respondent will provide a copy of the proposed amendment or change to DIR for DIR's review. If, after fifteen (15) days from receipt of the proposed amendment or change, DIR has not provided comments to or otherwise requested an extension of the period for review, the Successful Respondent may amend the OA or proceed with the change as proposed. In addition, the Successful Respondent covenants and agrees to update the OA as reasonably necessary so that it remains aligned and consistent with the SMM.

## 8 HIERARCHY OF DOCUMENTS

To the extent that there is a conflict between the provisions of this Agreement and the OA(s), the conflict will be resolved in accordance with **Article 2** of the Agreement. The Successful Respondent acknowledges and agrees that the terms of the OA will not be used for determining any SCP's obligations under this Agreement.

## **9 EXHAUSTION OF REMEDIES; NON-INTERFERENCE WITH THE SERVICES**

The Successful Respondent shall attempt in good faith to timely resolve all disputes, controversies or claims arising out of, relating to, or in connection with OAs in such a manner that shall not adversely affect or materially disrupt the performance or operations of the Services or which may otherwise result in a material adverse impact to DIR or DIR Customers. If the Successful Respondent is unable to timely resolve any such dispute, controversy, or claim, the Successful Respondent may escalate the issue to DIR for resolution. If DIR is unable to resolve any such issue, the Successful Respondent may, with the consent of DIR, escalate the dispute in accordance with **Exhibit 1.2 Governance Model**.

## **10 SERVICE COMPONENT PROVIDER SUBSTITUTION**

The Successful Respondent acknowledges and agrees that DIR may from time to time substitute or change the MSI or one or all of the SCPs delivering all or part of the Services (each a "Service Provider Substitution"). In the event of a Service Provider Substitution, the Successful Respondent will enter into an OA with each such substituted Service Provider(s) (e.g., MSI or SCPs) that complies with the terms of this Exhibit.